



**Registration of a Charge**

Company Name: **KOSMOS ENERGY INVESTMENTS SENEGAL LIMITED**

Company Number: **10520822**



Received for filing in Electronic Format on the: **12/08/2021**

XAAPLKZ6

**Details of Charge**

Date of creation: **06/08/2021**

Charge code: **1052 0822 0002**

Persons entitled: **GTA FPSO COMPANY LTD**

Brief description: **SUCH RIGHTS OF OWNERSHIP IN THE FLOATING, PRODUCTION, STORAGE AND OFFLOADING VESSEL NAMED 'GTA FPSO', WITH IMO NUMBER 9909716 AND FLAG OF PANAMA, AS HELD BY KOSMOS ENERGY INVESTMENTS SENEGAL LIMITED (ACTING THROUGH BP MAURITANIA INVESTMENTS LIMITED, WHICH HAS EXECUTED THE CHARGE INSTRUMENT ACTING FOR AND ON BEHALF OF CERTAIN PARTIES INCLUDING KOSMOS ENERGY INVESTMENTS SENEGAL LIMITED) FROM TIME TO TIME.**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**HERBERT SMITH FREEHILLS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 10520822

Charge code: 1052 0822 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th August 2021 and created by KOSMOS ENERGY INVESTMENTS SENEGAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th August 2021 .

Given at Companies House, Cardiff on 20th August 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

TO ALL TO WHOM THESE PRESENTS SHALL COME, I **SARA HELEN DODD** **NOTARY PUBLIC** by royal authority duly admitted, sworn and holding a faculty to practise throughout England and Wales, DO HEREBY CERTIFY:

THE genuineness of the electronic signatures of **KINNER MOHINDRA SHAH** and **DENNIS RICHARD BUMB** (hereinafter the "Signatories") affixed to the document hereunto annexed as being those of the said Signatories, each of whom have identified themselves to this notarial office and whose identities I attest, acting in their capacity as duly authorised attorneys-in-fact of **BP MAURITANIA INVESTMENTS LIMITED**, a United Kingdom company duly organised and existing, registered with the Registrar of Companies for England and Wales under number 10519279 and **GTA FPSO COMPANY LTD**, a United Kingdom company duly organised and existing, registered with the Registrar of Companies for England and Wales under number 13311592 respectively, acting under and by virtue of powers of attorney dated 6 August 2021;

THAT on the day of the date hereof I conducted a video conference with the Signatories during which they acknowledged to me that they did this day electronically sign the said document within the jurisdiction of England and Wales in their said capacity for the uses and purposes therein set forth;

THAT under the law of England and Wales an electronic signature is capable of being used to execute a deed and the electronic signatures of the Signatories affixed to the annexed document are valid signatures in accordance with that law.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office in London, England this sixth day of August in the year two thousand and twenty-one.



International  
Union  
of Notaries



SCRIVENER  
NOTARIES

Regulated through the Faculty Office of the Archbishop of Canterbury  
Bankside House, 107 Leadenhall Street, London, EC3A 4AF tel [REDACTED]

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**Execution Version**

Date 6 August 2021

**BP MAURITANIA INVESTMENTS LIMITED**

as Owner

and

**GTA FPSO COMPANY LTD**

as Mortgagee

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**FIRST PREFERRED PANAMANIAN MORTGAGE**

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relating to the FPSO

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**THIS FIRST PREFERRED MORTGAGE** (this "**Mortgage**") is made on 6 AUGUST 2021

**BY**

- (1) **BP MAURITANIA INVESTMENTS LIMITED**, a company incorporated and registered in England and Wales (with company number 10519279) and whose registered office is Chertsey Road, Sunbury On Thames, Middlesex, United Kingdom, TW16 7BP and with a registered branch in Mauritania with registration number 94860/GU/15869 ("**BPMIL**"), in its capacity as Unit Operator for itself and for and on behalf of the Upstream Parties (the "**Owner**");

**IN FAVOUR OF**

- (2) **GTA FPSO COMPANY LTD**, a company incorporated and registered in England and Wales (with company number 13311592) and whose registered office is Chertsey Road, Sunbury On Thames, Middlesex, United Kingdom, TW16 7BP (the "**Mortgagee**").

**BACKGROUND**

- (A) The Owner is the sole registered owner of the whole of the FPSO.
- (B) By an FPSO Sale and Purchase Agreement dated on or around the date of this Mortgage ("**FPSO SPA**") made between the Owner (as the Seller) and the Mortgagee (as the Buyer), the Mortgagee (as the Buyer) agreed to make certain advance payments prior to the delivery of the FPSO. A copy of the FPSO SPA without attachments is annexed to this Mortgage in Appendix B and forms an integral part of this Mortgage.
- (C) It is one of the conditions precedent to the payment of "Initial Consideration" under the FPSO SPA that the Owner executes and delivers this Mortgage in favour of the Mortgagee as security for the performance and observance of and compliance with the covenants, terms and conditions contained in the FPSO SPA.
- (D) The Owner has authorised the execution and delivery of this Mortgage.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 **Defined expressions.** Words and expressions defined in the FPSO SPA shall have the same meanings when used in this Mortgage unless the context otherwise requires.
- 1.2 **Definitions.** In this Mortgage, unless the contrary intention appears:

"FPSO" means such rights of ownership as the Owner has from time to time in the "FPSO" as defined in the FPSO SPA whose description is set out in Appendix A;

"FPSO SPA" means the FPSO Sale and Purchase Agreement dated on or around the date of this Mortgage as referred to in Recital (B);

"Secured Liabilities" means all liabilities which the Owner has, at the date of this Deed or at any later time or times, owed to the Mortgagee under or in connection with the FPSO SPA or any judgment relating to the FPSO SPA including any obligation to pay the Termination Sum under the FPSO SPA and Lease Agreement; and for this purpose, there shall be disregarded any total or partial discharge of these liabilities, or variation of their terms, which is effected by, or in connection with, any bankruptcy, liquidation, arrangement or other procedure under the insolvency laws of any country; and

"Termination Event" means the Owner or Mortgagee giving a notice of termination under and pursuant to clause 11 of the FPSO SPA.

- 1.3 **Application of construction and interpretation provisions of FPSO SPA.** Clauses 1.4 to 1.10 of the FPSO SPA apply, with any necessary modifications, to this Mortgage.
- 1.4 **Inconsistency between FPSO SPA provision and this Mortgage.** This Mortgage shall be read together with the FPSO SPA, but in case of any conflict between the FPSO SPA and this Mortgage, the provisions of the FPSO SPA shall prevail PROVIDED THAT this Mortgage shall always be governed by Panamanian law.
- 1.5 **Inconsistency between English and Spanish versions of Mortgage.** In the case of any conflict between the English and Spanish language versions of this Mortgage, the provisions of the English language version shall prevail.
2. **MORTGAGE**
- 2.1 **Mortgage.** In consideration of the premises and other good and valuable consideration, the Owner mortgages and charges the FPSO to and in favour of the Mortgagee as Mortgagee for:
  - (a) the Owner's performance and observance of and compliance with the covenants, terms and conditions contained in the FPSO SPA to which the Owner is a party including the performance and discharge of the Secured Liabilities; and
  - (b) for the purposes of Article 260 of Law 55 of 6 August 2008, as amended, of the Republic of Panama, the maximum principal amount to be secured by this Mortgage is one billion seven hundred and sixty five million US Dollars (US \$1,765,000,000).
- 2.2 **Constitution of Mortgage.** This Mortgage shall constitute a first and absolute Mortgage on the FPSO in accordance with the provisions of Chapter V Title IV of Law 55 of 6 August 2008, as amended, and of any pertinent provisions of the Civil Code and other laws of the Republic of Panama.
- 2.3 **Void provisions.** Any provision of this Mortgage construed as waiving the preferred status of this Mortgage shall, to such extent, be void and of no effect.
- 2.4 **Continuing security.** This Mortgage shall remain in force until all Secured Liabilities are fully performed and discharged, in particular:
  - (a) the security interests created by Clause 2.1 shall not be satisfied by any intermediate payment or satisfaction of the Secured Liabilities;
  - (b) the security interests created by Clauses 2.1, and the rights of the Mortgagee under this Mortgage, are only capable of being extinguished, limited or otherwise adversely affected by an express and specific term in a document signed by or on behalf of the Mortgagee;
  - (c) no failure or delay by or on behalf of the Mortgagee to enforce or exercise a security interest created by Clause 2.1 or a right of the Mortgagee under this Mortgage, and no act, course of conduct, acquiescence or failure to act (or to prevent the Owner from taking certain action) which is inconsistent with such a security interest or such a right shall preclude or estop the Mortgagee (either permanently or temporarily) from enforcing or exercising it or result in a security interest expressed to be a fixed security taking effect as a floating security; and
  - (d) the security interests created by Clause 2.1 shall be additional to, and shall not in any way impair or be impaired by:
    - (i) any other security interest whether in relation to property of the Owner or that of a third party; or
    - (ii) any other right of recourse as against the Owner or any third party,

which the Mortgagee now or subsequently has in respect of any of the Secured Liabilities.

2.5 **Negative Pledge; disposal of assets.** Other than in respect of this Mortgage and the FPSO Security Agreement, neither the Owner nor the Mortgagee shall sell, create any security interest over, or otherwise dispose of the FPSO (other than in accordance with clauses 20.4 (*Put Option*) and 21 (*Purchase Option*) of the Lease Agreement) or any right relating to the FPSO.

2.6 **Release of security.** At the earlier of (i) all obligations and liabilities of the Owner under the FPSO SPA and Lease Agreement being fully discharged, or (ii) the delivery of the FPSO having taken place under the FPSO SPA, the Mortgagee will, at the request and cost of the Owner, discharge this Mortgage. Following the discharge of this Mortgage, all obligations of the Owner under this Mortgage shall terminate.

### 3. PAYMENT COVENANTS

3.1 **General.** The Owner shall comply with the following provisions of this Clause at all times during the term of this Mortgage PROVIDED THAT every payment which the Owner makes in accordance with the FPSO SPA, in respect of which there is a corresponding liability under this Clause 3 shall *pro tanto* satisfy that liability.

3.2 **Covenant to pay.** In respect of the Secured Liabilities, the Owner shall pay the Termination Sum as defined in, and calculated in accordance with, the Lease Agreement. .

3.3 **Covenant to pay expenses etc.** The Owner shall pay to the Mortgagee all such expenses, claims, liabilities, losses, costs, duties, fees, charges or other moneys as are stated in this Mortgage to be payable by the Owner to or recoverable from the Owner by the Mortgagee (or in respect of which the Owner agrees in this Mortgage to indemnify the Mortgagee) at the times and in the manner specified in this Mortgage.

3.4 **Covenant to pay other sums.** The Owner shall pay to the Mortgagee each and every other sum of money which may be or become owing to the Mortgagee under the FPSO SPA, the Lease Agreement and this Mortgage at the times and in the manner specified therein.

### 4. REPRESENTATIONS AND WARRANTIES

4.1 **Repetition of FPSO SPA representations and warranties.** The Owner represents and warrants to the Mortgagee that the representations and warranties in clause 12.2 of the FPSO SPA remain true and not misleading as if repeated on the date of this Mortgage with reference to the circumstances now existing.

### 5. COVENANTS

5.1 **General.** The Owner shall comply with the following provisions of this Clause 5 at all times except as the Mortgagee may otherwise permit in writing.

5.2 **Management of EPCI Contract and the FPSO.** The Owner shall comply with the provisions of schedule 1 (*Management of EPCI Contract and the FPSO*) of the FPSO SPA, all of which are expressly incorporated in this Mortgage with any necessary modifications.

5.3 **Perfection of Mortgage.** The Owner shall:

(a) keep this Mortgage registered as a First Preferred Mortgage on the FPSO under and in accordance with the laws of the Republic of Panama and for this purpose the Owner shall execute and record within one month of the date of this Mortgage any and all such documents or things as may be necessary or desirable to register permanently and/or to preserve this Mortgage as a valid First Preferred Mortgage on the FPSO; and

- (b) promptly provide the Mortgagee from time to time with evidence in such form as the Mortgagee requires that the Owner is complying with Clause 5.3(a).
- 5.4 **Notice of Mortgage.** Provided that the FPSO has been delivered to the Owner under the EPCI Contract, and prior to the release of the Mortgage under Clause 2.6, the Owner shall:
  - (a) carry on board the FPSO with its papers a properly certified copy of this Mortgage and cause that certified copy of this Mortgage to be exhibited to any person having business with the FPSO which might give rise to a lien or the FPSO other than a lien for crew's wages and salvage and to any representative of the Mortgagee on demand; and
  - (b) place and maintain in a conspicuous place in the navigation room and the Master's cabin of the FPSO a framed printed notice in plain type in English reading as follows:

**"NOTICE OF MORTGAGE**

*This FPSO is mortgaged by the Owner hereof to GTA FPSO COMPANY LTD as Mortgagee pursuant to the provisions of Article 260 of Law 55 of 6 August 2008, as amended, of the Republic of Panama and other pertinent legislation and pursuant also to the terms of the said Mortgage, a certified copy of which is preserved with the FPSO's papers. Therefore, neither the Owner nor any Charterer nor the Master of this FPSO nor any other person has any right, power or authority to create, incur or permit to be imposed upon this FPSO any lien whatsoever other than for crew's wages and salvage."*

**6. PROTECTION OF SECURITY**

- 6.1 **Mortgagee's right to protect or maintain security.** The Mortgagee may take any action which it thinks fit for the purpose of protecting or maintaining the security created by this Mortgage or for any similar or related purpose.
- 6.2 **Mortgagee's right to insure, repair etc.** Without limiting the generality of Clause 6.1, if the Owner does not comply with Clause 5 and, following the occurrence of any non-compliance with Clause 5, the Owner does not remedy such non-compliance within the applicable cure period (if any) provided under the FPSO SPA, the Mortgagee may:
  - (a) effect, replace and renew any Insurances;
  - (b) arrange for the carrying out of such surveys and/or repairs of the FPSO as it deems expedient or necessary; and
  - (c) discharge any liabilities charged on the FPSO, or otherwise relating to or affecting it, and/or take any measures which it may think expedient or necessary for the purpose of securing its release.

**7. ENFORCEABILITY AND MORTGAGEE'S POWERS**

- 7.1 **Right to enforce security.** On the occurrence of a Termination Event but without the necessity for any court order in any jurisdiction to the effect that a Termination Event has occurred or that the security constituted by this Mortgage has become enforceable:
  - (a) the security constituted by this Mortgage shall immediately become enforceable;
  - (b) the Mortgagee shall be entitled at any time or times to exercise the powers set out in Clause 7.2 and in the FPSO SPA; and
  - (c) the Mortgagee shall be entitled at any time or times to exercise the powers possessed by it as Mortgagee of the FPSO conferred by the law of any country or territory the courts of which have or claim any jurisdiction in respect of the Owner or the FPSO.

**7.2 Right to take possession, sell etc.** On the occurrence of a Termination Event, the Mortgagee shall be entitled then, or at any later time or times:

- (a) to take possession of the FPSO whether actually or constructively and/or otherwise to take control of the FPSO wherever the FPSO may be and cause the Owner or any other person in possession of the FPSO forthwith upon demand to surrender the FPSO to the Mortgagee without legal process and without the Mortgagee being liable for any losses thereby caused or to account to the Owner in connection therewith;
- (b) to sell the FPSO or any share in the FPSO after 20 days' prior notice to the Owner and any other mortgagees of record (if any) or such lesser period of notice (or no notice at all) as may be permitted under Panamanian law from time to time, and with or without the benefit of any charterparty or other contract for its employment, by public auction or private contract at any time, at any place and upon any terms (including, without limitation, on terms that all or any part or parts of the purchase price be satisfied by shares, loan stock or other securities and/or be left outstanding as a debt, whether secured or unsecured and whether carrying interest or not) which the Mortgagee may think fit, with power for the Mortgagee to purchase the FPSO at any such public auction and to set off the purchase price against all or any part of the Secured Liabilities;
- (c) to manage, insure, maintain and repair the FPSO and to charter, employ, lay up or in any other manner whatsoever deal with the FPSO in any manner, upon any terms and for any period which the Mortgagee may think fit, in all respects as if the Mortgagee were the owner of the FPSO and without the Mortgagee being responsible for any loss thereby incurred;
- (d) to collect, recover and give good discharge for any moneys or claims arising in relation to the FPSO and to permit any brokers through whom collection or recovery is effected to charge the usual brokerage therefor;
- (e) to take over or commence or defend (if necessary using the name of the Owner) any claims or proceedings relating to, or affecting, the FPSO which the Mortgagee may think fit and to abandon, release or settle in any way any such claims or proceedings; and
- (f) generally, to enter into any transaction or arrangement of any kind and to do anything in relation to the FPSO which the Mortgagee may think fit.

**7.3 No liability of Mortgagee.** The Mortgagee shall not be obliged to check the nature or sufficiency of any payment received by it under this Mortgage or to preserve, exercise or enforce any right relating to the FPSO.

## **8. APPLICATION OF MONEYS**

All sums received by the Mortgagee:

- (a) in respect of sale of the FPSO or any share in the FPSO;
- (b) in respect of net profits arising out of the employment of the FPSO pursuant to Clause 7.2(c); or
- (c) in respect of any other transaction or arrangement under Clauses 7.1 or 7.2(a),

shall be held by the Mortgagee upon trust for application as follows:

FIRSTLY, in or towards all liabilities of the Owner under the FPSO SPA; and

SECONDLY, any surplus shall be paid to the Owner or to any other person nominated by the Owner.



**9. FURTHER ASSURANCES**

**9.1 Owner's obligation to execute further documents etc.** The Owner shall:

- (a) execute and deliver to the Mortgagee (or as it may direct) any assignment, mortgage, power of attorney, proxy or other document, governed by the law of England or such other country as the Mortgagee may, in any particular case, specify; and
- (b) effect any registration or notarisation, give any notice or take any other step,

which the Mortgagee may, acting reasonably and by notice to the Owner, specify for any of the purposes described in Clause 9.2 or for any similar or related purpose.

**9.2 Purposes of further assurances.** The purposes referred to in Clause 9.1 are:

- (a) validly and effectively to create any security interest or right of any kind which the Mortgagee intended should be created by or pursuant to this Mortgage or the FPSO SPA;
- (b) to protect the priority, or increase the effectiveness, in any jurisdiction of any security interest which is created, or which the Mortgagee intended should be created, by or pursuant to this Mortgage or the FPSO SPA;
- (c) to enable or assist the Mortgagee to sell or otherwise deal with the FPSO, to transfer title to, or grant any interest or right relating to, the FPSO or to exercise any power which is referred to in Clauses 7.1 or 7.2 or which is conferred by the FPSO SPA; or
- (d) to enable or assist the Mortgagee to enter into any transaction to commence, defend or conduct any proceedings and/or to take any other action relating to the FPSO in any country or under the law of any country.

**9.3 Terms of further assurances.** The Mortgagee may, acting reasonably, specify the terms of any document to be executed by the Owner under Clause 9.1, and those terms may include any covenants, undertakings, powers and provisions which are necessary for the Mortgagee to protect its interests, provided that such terms do not, or could not reasonably be expected to, conflict with the terms of the FPSO SPA or Lease Agreement.

**9.4 Obligation to comply with notice.** The Owner shall promptly comply with a notice under Clause 9.1 and in any event shall use reasonable endeavours to do so by the date specified in the notice.

**9.5 Additional corporate action.** At the same time as the Owner delivers to the Mortgagee any document executed under Clause 9.1(a), the Owner shall also deliver to the Mortgagee a certificate signed by an officer of the Owner which shall:

- (a) set out the text of a resolution of the Owner's directors specifically authorising the execution of the document specified by the Mortgagee; and
- (b) state that either the resolution was duly passed at a meeting of the directors validly convened and held throughout which a quorum of directors entitled to vote on the resolution was present or that the resolution has been signed by all the directors and is valid under the Owner's by-laws or other constitutional documents.

**10. POWER OF ATTORNEY**

**10.1 Appointment.** For the purpose of securing the Mortgagee's interest in the FPSO and the due and punctual performance of the Owner's obligations to the Mortgagee under this Mortgage and the FPSO SPA, the Owner irrevocably and by way of security appoints the Mortgagee its attorney, on behalf of the Owner and in its name or otherwise, to execute or

sign any document and do any act or thing which the Owner is obliged to do under the FPSO SPA.

10.2 **Ratification of actions of attorney.** For the avoidance of doubt and without limiting the generality of Clause 10.1, the Owner confirms that Clause 10.1 authorises the Mortgagee to execute on its behalf a document ratifying any transaction or action which the Mortgagee has purported to enter into or to take and which the Mortgagee considers was or might have been outside his powers or otherwise invalid.

10.3 **Delegation.** The Mortgagee may sub-delegate to any person or persons all or any of the powers (including the discretions) conferred on the Mortgagee by Clauses 10.1 and/or 10.2, and may do so on terms authorising successive sub-delegations.

## 11. INCORPORATION OF FPSO SPA PROVISIONS

11.1 **Incorporation of specific provisions.** The following provisions of the FPSO SPA apply to this Mortgage as if they were expressly incorporated in this Mortgage with any necessary modifications:

- (a) clause 9 (taxes),
- (b) clause 12.1 (mutual warranties),
- (c) clause 13 (confidentiality),
- (d) clause 14 (notices),
- (e) clause 15 (status of seller),
- (f) clause 16 (entire agreement),
- (g) clause 17 (miscellaneous)

11.2 **Incorporation of general provisions.** Clause 11.1 is without prejudice to the application to this Mortgage of any provision of the FPSO SPA which, by its terms, applies or relates to this Mortgage.

## 12. REPRESENTATIVES IN PANAMA

12.1 **Representatives in Panama.** The Owner's representatives in Panama are MORGAN & MORGAN, MMG Tower, 23th floor, Panama, Republic of Panama.

12.2 **Special power of attorney.** The Owner and the Mortgagee each hereby confer a special power of attorney on MORGAN & MORGAN, MMG Tower, 23th floor, Panama, Republic of Panama and/or any partner in that firm authorising that firm or any partner in that firm to take all necessary steps to permanently record this Mortgage in the appropriate Registry of the Republic of Panama and from time to time details of the indebtedness secured by this Mortgage.

## 13. SUPPLEMENTAL

13.1 **No restriction on other rights.** Nothing in this Mortgage shall be taken to exclude or restrict any power, right or remedy which the Mortgagee may at any time have under:

- (a) the FPSO SPA; or
- (b) the law of any country or territory the courts of which have or claim any jurisdiction in respect of the Owner or the FPSO.


- 13.2 **Exercise of other rights.** The Mortgagee may exercise any right under this Mortgage before it has exercised any right referred to in Clause 13.1(a) or 13.1(b).
- 13.3 **Settlement or discharge conditional.** Any settlement or discharge under this Mortgage between the Mortgagee and the Owner shall be conditional upon no security or payment to the Mortgagee by the Owner or any other person being set aside, adjusted or ordered to be repaid, whether under any insolvency law or otherwise.
14. **LAW AND JURISDICTION**
- 14.1 **Panamanian law.** This Mortgage shall be governed by, and construed in accordance with, Panamanian law.
- 14.2 **Choice of forum.** The Mortgagee reserves the rights:
- (a) to commence proceedings in relation to any matter which arises out of or in connection with this Mortgage in the courts of any country which have or claim jurisdiction to that matter; and
  - (b) to commence such proceedings in the courts of any such country or countries concurrently with or in addition to proceedings in Panama or without commencing proceedings in Panama.
- 14.3 **Action against the FPSO.** The rights referred to in Clause 14.2 include the right of the Mortgagee to arrest and take action against the FPSO at whatever place the FPSO shall be found lying and for the purpose of any action which the Mortgagee may bring before the courts of that jurisdiction or other judicial authority and for the purpose of any action which the Mortgagee may bring against the FPSO, any writ, notice, judgment or other legal process or documents may (without prejudice to any other method of service under applicable law) be served upon the Master of the FPSO (or upon anyone acting as the Master) and such service shall be deemed good service on the Owner for all purposes.
- 14.4 **Meaning of "proceedings".** In this Clause, "proceedings" means proceedings of any kind, including an application for a provisional or protective measure.

**THIS MORTGAGE** has been executed by the duly authorised Attorney-in-fact of the Owner on the date stated at the beginning of this Mortgage.

Signed and delivered by the duly  
authorized Attorney-in-Fact of  
**BP MAURITANIA INVESTMENTS  
LIMITED**

In the presence of

in the presence of

sign here ►   
DocuSigned by:  
Attorney for BP Mauritania Investments  
Limited

sign here ►   
DocuSigned by:  
Witness 3FF5D4F0D50E438...

print name KINER HOKINDA SHAH

print name TONIA ROULOUPHAEL

Signed and delivered by the duly  
authorized Attorney-in-Fact of  
GTA FPSO COMPANY LTD  
In the presence of

In the presence of

sign here ▶   
Attorney for ~~GTA FPSO~~ FPSO Company Ltd

sign here ▶   
Witness

print name DENNIS RICHARD BUMB

print name JOANA BOURQUHAEL

**Appendix A****Vessel Particulars**

1.	NAME OF THE VESSEL	GTA FPSO
2.	IMO NUMBER	9909716
3.	FLAG	Panama
4.	NAVIGATION PATENT NUMBER	to be confirmed
5.	CALL SIGN	to be confirmed
6.	SHIPOWNER	BP MAURITANIA INVESTMENTS LIMITED
7.	MANAGER	BP MAURITANIA INVESTMENTS LIMITED
8.	TYPE	FLOATING PRODUCTION UNIT
9.	MATERIAL OF HULL	STEEL
10.	NAME OF BUILDERS	COSCO SHIPPING (QIDONG) OFFSHORE CO. LTD
11.	PLACE OF BUILDERS	QIDONG, PR CHINA
12.	YEAR OF CONSTRUCTION	2022
13.	KEEL LAID DATE	16 December 2019
14.	LENGTH (in meters)	259.20
15.	BREADTH (in meters)	54
16.	DEPTH (in meters)	31.5
17.	GROSS TONNAGE	149,582
18.	NET TONNAGE	52,354
19.	RECOGNIZED ORGANIZATION	BUREAU VERITAS
20.	RADIO ACCOUNTING AUTHORITY	APPLIED SATELLITE TECHNOLOGY LTD
21.	DELIVERY DATE	2022

**Appendix B**

**FPSO SALE AND PURCHASE AGREEMENT**

**(without attachments)**

Execution Version

2021

**BP MAURITANIA INVESTMENTS LIMITED**

and

**GTA FPSO COMPANY LTD**

**FPSO  
SALE AND PURCHASE AGREEMENT**

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**THIS FPSO SALE AND PURCHASE AGREEMENT** (this "**Agreement**") dated \_\_\_\_\_ 2021 is entered into

**BETWEEN:**

- (1) **BP MAURITANIA INVESTMENTS LIMITED**, a company incorporated and registered in England and Wales (with company number 10519279) and whose registered office is Chertsey Road, Sunbury On Thames, Middlesex, United Kingdom, TW16 7BP and with a registered branch in Mauritania with registration number 94860/GU/15869 ("**BPMIL**"), in its capacity as Unit Operator for itself and for and on behalf of the Upstream Parties (the "**Seller**"); and
- (2) **GTA FPSO COMPANY LTD**, a company incorporated and registered in England and Wales (with company number 13311592) and whose registered office is Chertsey Road, Sunbury On Thames, Middlesex, United Kingdom, TW16 7BP (the "**Buyer**"),

(together the "**Parties**" and each a "**Party**").

**RECITALS:**

- (A) In its role as Unit Operator the Seller, for itself and for and on behalf of the Upstream Parties, has entered into the EPCI Contract for the design, engineering, procurement, construction, transportation, installation and delivery of a floating, production, storage and offloading vessel (the "**FPSO**").
- (B) The Seller, for itself and for and on behalf of the Upstream Parties, has agreed to sell the FPSO to the Buyer pursuant to this Agreement.
- (C) On or around the date of this Agreement, the Seller and the Buyer will enter into a Lease Agreement to establish the terms of the Parties' rights and obligations in relation to the lease of the FPSO from the Buyer (as lessor) to the Seller (as lessee) (the "**Lease Agreement**").
- (D) On or around the date of this Agreement, BP International Limited (the "**Lease Guarantor**") has executed a guarantee in favour of the Buyer (as lessor) in respect of the payment obligations of the Lessee under the Lease Agreement (the "**Lease Guarantee**").
- (E) The Parties have agreed to enter into this Agreement to establish the terms of the sale and purchase of the FPSO.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement the terms "**Company**", "**Completion**", "**Completion Certificate**", "**Contractor**", "**Defects**", "**Force Majeure**", "**Government**", "**Handover**", "**Handover Certificate**", "**Material Subcontract**", "**Permanent Works**", "**Variation**" and "**Work**" shall have the meanings given to them under the EPCI Contract.

- 1.2 Each of the following words and expressions has the following meanings unless expressly stated otherwise:

**"Affiliate"** means, in relation to a person, another person that:

- (a) is directly or indirectly Controlled by such person;
- (b) directly or indirectly Controls such person; or
- (c) is directly or indirectly Controlled by a person that also directly or indirectly Controls such person;

**"Anti-Corruption Laws"** means all laws, rules and regulations of any jurisdiction concerning or relating to bribery and corruption that are directly applicable to the Seller;

**"Anti-Money Laundering Laws"** means all laws, rules and regulations of any jurisdiction concerning or relating to money laundering, counter-terrorist financing or record keeping and reporting requirements that are directly applicable to the Seller;

**"Bill of Sale"** means the Bill of Sale in substantially the same form as set out in Schedule 3;

**"Block C8 Owners"** means the parties from time to time that hold a participating interest in an amended and restated joint operating agreement dated 1 December 2014 in respect of exploration and production of hydrocarbons in Block C8, offshore Mauritania, which at the date of this Agreement are (i) BPMIL, (ii) Kosmos Energy Mauritania, and (iii) Societe Mauritanienne des Hydrocarbures;

**"Business Day"** means a day which is not a Saturday, Sunday or public holiday in London, England; Dakar, Senegal; or Nouakchott, Mauritania;

**"Calculation Agency and Registrar Agreement"** means the calculation agency and registrar agreement dated on or around the date of this Agreement and made between the Buyer and the agents named therein in respect of the Capital Securities;

**"Call For Payment"** has the meaning given to it in Clause 6.1.1;

**"Call For Payment Amount"** means the First Call For Payment Amount and a Subsequent Call For Payment Amount;

**"Call For Payment Conditions"** has the meaning given to it in Clause 6.2.1;

**"Capital Securities"** means all of the outstanding USD perpetual subordinated floating rate capital securities issued by the Buyer from time to time pursuant to the Subscription Agreement and in respect of which the investor is the registered holder;

**"Capital Securities Conditions"** means the terms and conditions of the Capital Securities as endorsed on the certificate relating to the Capital Securities including the schedules thereto, as amended from time to time in accordance with such terms and conditions;

**"Capital Securities Documents"** means the Capital Securities Conditions, the Put Option Deed, the Subscription Agreement and the Calculation Agency and Registrar Agreement;

**"Central Bank Rate"** means the short-term interest rate target set by the US Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time or if that target is not a single figure, the arithmetic mean of the upper bound and lower bound ranges of that target;

**"Classification Society"** means Bureau Veritas, or such other classification society which is a member of the International Association of Classification Societies, as may be agreed by the Parties from time to time;

**"Companies Act"** means the Companies Act 2006;

**"Conditions"** means the conditions precedent listed at Clause 4.1 and **"Condition"** means any one of them;

**"Confidential Information"** means, in respect of each Party:

- (a) the contents of this Agreement and any other agreement or arrangement contemplated by this Agreement; and
- (b) any information of whatever nature made available in any form (including in writing, orally, visually, electronically or by any other means) and which relates to the business, finances, assets, liabilities, dealings, know how, customers, suppliers, processes or affairs of the other Party or any of the other Party's group undertakings;

**"Consequential Loss"** means:

- (a) consequential loss; and/or
- (b) loss of production, loss of product, loss of use, loss of business and business interruption and loss of revenue, profit or anticipated profit whether direct or indirect,

resulting from the performance or non-performance of any obligation under this Agreement, any act of negligence, breach of contract or otherwise by a Party and whether or not such

Party knew, or ought to have known, that such loss would be likely to be suffered as a result of such breach;

**"Consideration"** has the meaning given to it in Clause 3.1;

**"Contractor Invoice"** means each valid invoice for performance and completion of the Work that has been properly prepared by: (i) the Contractor and submitted to the Seller after the date of this Agreement in accordance with the EPCI Contract; or (ii) an entity that is not the Contractor for the performance of remedial work instructed by the Seller pursuant to the EPCI Contract;

**"Contractor Invoice Amounts"** has the meaning given to it in Paragraph 1.4 of Schedule 1;

**"Control"** means the power of a person to secure, directly or indirectly, (whether by the holding of shares, possession of voting rights or by virtue of any other power conferred by the articles of association, constitution, partnership deed or other documents regulating another person or otherwise) that the affairs of such other person are conducted in accordance with his or its wishes and **"Controlled"** and **"Controlling"** shall be construed accordingly;

**"Damages Or Refunds"** has the meaning given to it in Clause 7.2.1(A);

**"Damages Or Refunds Notice"** has the meaning given to it in Clause 7.2.1(B);

**"Default Rate"** means the rate of interest equal to the greater of:

- (a) six point five per cent (6.5%) per annum; and
- (b) three hundred and fifty (350) basis points above the Interest Rate on the last Business Day before the due date for payment and afterwards on the first Business Day of each succeeding calendar month,

provided that, in each case, if any resulting rate exceeds that permitted by any applicable Law, then the rate of interest to be charged shall be the maximum rate permitted by such applicable Law;

**"Delivery Date"** means the date on which the FPSO is delivered to the Buyer as determined pursuant to Clause 8.1.1;

**"Delivery Longstop Date"** means the earlier of:

- (a) 30 June 2024, as such date may be adjusted from time to time in the event that delivery of the FPSO under Clause 8.1 is delayed by an event of Force Majeure under and in accordance with the EPCI Contract; or
- (b) 30 June 2025;

**"Disclosing Party"** has the meaning given to it in Clause 13.2;

**"Dispute"** means any dispute, claim, controversy or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity, subject matter, interpretation, negotiation, termination or enforceability, and any dispute, claim, controversy or difference regarding any non-contractual obligations arising out of or in connection with it;

**"Drawdown Failure"** means the failure by the Investor to provide the funding of the amounts agreed to be provided thereunder to the Buyer in accordance with the terms of the Capital Securities Documents including where any of the conditions precedent set out in Part B of Schedule 2 (*Conditions Precedents*) to the Subscription Agreement have not been satisfied;

**"Encumbrance"** means any claim, option, charge (fixed or floating), mortgage, lien, maritime lien, pledge, equity, encumbrance, right to acquire, right of pre-emption, right of first refusal, title retention or any other third party right, or other security interest or any other agreement or arrangement having a similar effect or any agreement to create any of the foregoing (and **"Encumbrancer"** shall mean any person that holds an Encumbrance);

**"EPCI Contract"** means the Contract for Engineering, Procurement and Construction (Including Transportation and Installation) of the Vessel (Tortue FPSO) No. CW2184322, dated 26 February 2019, between BPMIL and Technip France S.A.;

**"EPCI Warranties"** has the meaning given to it in Clause 12.2.1(F);

**"Excess Funding"** has the meaning given to it in Clause 6.4.2;

**"Excess Funding Amount"** has the meaning given to it in Clause 6.4.3;

**"Excess Funding Notice"** has the meaning given to it in Clause 6.4.3;

**"Excess Payment Amount"** has the meaning given to it in Clause 6.3.2(A);

**"First Call For Payment Amount"** has the meaning given to it in Clause 6.1.1(A);

**"FPSO"** has the meaning given to it in Recital (A).

**"FPSO Security Agreement"** means the FPSO Security Agreement to be executed by the Seller in favour of the Buyer in substantially the same form as set out in Schedule 5;

**"Full Title Guarantee"** means with the benefit of the implied covenants set out in Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 when a disposition is expressed to be made with full title guarantee;

**"Funding Cap"** means the amount equal to the sum of one billion five hundred million US Dollars (USD1,500,000,000) less the amount of the Initial Consideration paid by the Buyer pursuant to Clause 5.1, subject to any adjustment in accordance with Clause 6.8;

**"Governmental Authority"** means any government, nation, republic, state, province, territory or other jurisdiction of any nature, any political sub-division thereof, and any court or tribunal, regulatory commission, judicial, quasi-judicial authority or other person, exercising executive, legislative, judicial, regulatory or administrative functions of any of the foregoing (whether autonomously or not) with jurisdiction over the FPSO and/or the operation on the FPSO and/or with authority to impose or collect tax.

**"Initial Consideration"** has the meaning given to it in Clause 3.1.1;

**"Initial Consideration Longstop Date"** has the meaning given to it in Clause 4.6.1;

**"Initial Consideration Payment Date"** has the meaning given to it in Clause 5.1;

**"Insufficient Payment Amount"** has the meaning given to it in Clause 6.3.2(B);

**"Interest Rate"** means the Central Bank Rate applicable on the first day of the relevant period in respect of which the interest or incremental amount is to be calculated provided that if at any time the above calculations give rise to a rate less than zero, the Interest Rate shall be deemed to be zero. If the first day of the relevant period is not a Business Day then the rate to be used is that for the most recent Business Day preceding the first day of the relevant period. For periods longer than one month, the Interest Rate will be reset monthly on the numerically corresponding day in each subsequent calendar month except that if the numerically corresponding day in a subsequent calendar month is not a Business Day, the Interest Rate will be reset on the next Business Day in that calendar month if there is one, or if there is not, on the immediately preceding Business Day. All interest is calculated on the basis of a 365 day year and for the actual number of days elapsed;

**"Investor"** means Laurisilva Designated Activity Company, a company incorporated under the laws of the Republic of Ireland with registered number 691879 and registered office currently at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland;

**"Law"** means any laws, statutes, legislation, notes, regulations, ordinances, orders, decrees, judgments, injunctions, stipulations, writs, directives, consents, agreements, decisions or notifications, in each case having the force of law issued by a Governmental Authority with jurisdiction over the matter in question;

**"Lease Agreement"** has the meaning given to it in Recital (C);

**"Lease Guarantee"** has the meaning given to it in Recital (D);

**"Lease Rental"** has the meaning given to it in the Lease Agreement;

**"Lease Rental Prepayment"** has the meaning given to it in Clause 6.8.1;

**"Lease Rental Schedule"** has the meaning given to it in the Lease Agreement;

**"Legal Reservations"** means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by Laws relating to insolvency, reorganisation and other Laws generally affecting the rights of creditors;
- (b) the time barring of claims under applicable statutes of limitation, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void and defences of set-off or counterclaim; and
- (c) similar principles, rights and defences under the Laws of any relevant jurisdiction;

**"Local Taxes"** has the meaning given to it in Clause 9.1.1;

**"Maritime Registry"** means the maritime registry of Panama, or such other registry as may be agreed from time to time by the Parties;

**"Mortgage"** means the first preferred ship mortgage on the FPSO, to be executed by the Seller in favour of the Buyer, in substantially the same form as set out in Schedule 4;

**"Non-Payment Event"** has the meaning given to it in Clause 6.6.2;

**"Non-Satisfaction Notice"** has the meaning given to it in Clause 6.2.1(B);

**"Payment Period"** has the meaning given to it in Clause 6.1.2(C);

**"Payment Shortfall"** has the meaning given to it in Clause 6.5;

**"Payment Shortfall Cure Period"** has the meaning given to it in Clause 6.6.1;

**"Potential Put Event"** has the meaning given to it in the Capital Securities Conditions;

**"Preliminary Satisfaction Statement"** has the meaning given to it in Clause 4.5;

**"Proposed Initial Consideration Payment Date"** has the meaning given to it in Clause 4.5.2;

**"Protocol of Delivery and Acceptance"** means the Protocol of Delivery and Acceptance in substantially the same form as set out in Schedule 2;

**"Put Event"** has the meaning given to it in the Put Option Deed;

**"Put Option Deed"** means the put option deed dated on or around the date of this Agreement and made between the Lease Guarantor and the Investor with respect to the Capital Securities;

**"Quarter"** means;

- (a) for the first Quarter, the period commencing on the Initial Consideration Payment Date and ending on the first to occur of 31 March, 30 June, 30 September and 31 December; and
- (b) for each subsequent Quarter, the three (3) consecutive months commencing 1 January and ending 31 March, commencing 1 April and ending 30 June, commencing 1 July and ending 30 September, or commencing 1 October and ending 31 December;

**"Reasonable and Prudent Operator"** means a person performing in good faith its contractual obligations under this Agreement and in doing so, and in the general conduct of its undertaking, acting in accordance with the good and prudent practices as are generally followed by the international petroleum industry under similar circumstances;

**"Related Agreement"** means each of this Agreement and the Lease Agreement;

**"Remaining Consideration"** has the meaning given to it in Clause 3.1.2;

**"Representative"** means, in relation to each Party, that Party's officers, employees, Affiliates, advisers, auditors, bankers, actual or potential providers of finance or insurance, rating agents, consultants, agents, and actual or potential contractors; and, in relation to the Buyer, shall also include the Investor and its actual or potential providers of finance;

**"Required Standard"** means to the standard reasonably expected to be performed by a Reasonable and Prudent Operator;

**"Saint Louis Offshore Profond Block Owners"** means the parties from time to time that hold a participating interest in a joint operating agreement dated 26 September 2012 in respect of exploration and production of hydrocarbons in the Saint Louis Offshore Profond Block, offshore Senegal, which as at the date of this Agreement are (i) BP Senegal Investments Limited, (ii) Kosmos Energy Investments Senegal Limited, and (iii) La Holding, Société des Pétroles du Sénégal S.A.;

**"Sanctioning Body"** means the respective governmental institutions and agencies responsible for administering, enacting or enforcing Sanctions of any of the following jurisdictions:

- (a) the United Nations;
- (b) the European Union;
- (c) the federal government of the U.S.; or
- (d) the United Kingdom;

**"Sanctions"** means any trade, economic or financial sanctions laws, regulations or similar restrictive measures (to the extent that such restrictive measures have the force of law) enacted, administered, enforced or imposed by a Sanctioning Body in each case directly applicable to the Seller;

**"Seller's Account"** means the following account:



or such other account designated by the Seller;

**"Subscription Agreement"** means the subscription agreement dated on or around the date of this Agreement and made between the Buyer and the Investor in respect of the Capital Securities;

**"Subsequent Call For Payment Amount"** has the meaning given to it in Clause 6.1.1(B);

**"Surplus Funding Amount"** has the meaning given to it in Clause 6.7.1(A);

**"Surplus Funding Amount Notice"** has the meaning given to it in Clause 6.7.1(B);

**"Transaction Document"** means each of:

- (a) this Agreement;
- (b) the Lease Agreement; and
- (c) the Lease Guarantee;

**"Unit Area"** means the area defined as such in the UUOA;

**"Unit Operator"** means the person or persons appointed from time to time as the operator of the Unit Area in accordance with the UUOA;

**"Upstream Parties"** means the Block C8 Owners and the Saint Louis Offshore Profond Block Owners as parties to the UUOA;

**"USD"** or **"US Dollars"** means available and freely transferable and convertible funds in lawful currency of the United States of America; and

**"UUOA"** means the Unitisation and Unit Operating Agreement covering the Greater Tortue/Ahmeyim Unit dated 9 February 2019 and entered into between the Upstream Parties.

### 1.3 Definitions incorporated from Companies Act 2006

In this Agreement including the Recitals, words and expressions defined in the Companies Act bear the same meaning as in that Act unless expressly stated otherwise.

**1.4 References to this Agreement and other agreements**

In this Agreement, except where the context otherwise requires:

- 1.4.1 a reference to this Agreement includes a reference to the Schedules and the Appendices to it, each of which forms part of this Agreement;
- 1.4.2 a reference to a Clause or Schedule (other than to a schedule to a statutory provision) or Appendix is a reference to a Clause or Schedule or Appendix (as the case may be) of, or to, this Agreement and reference to a paragraph is to a paragraph of the relevant Schedule;
- 1.4.3 the contents page and headings are for convenience only and shall not affect the interpretation of this Agreement;
- 1.4.4 a reference to this Agreement includes the Agreement as amended or supplemented in accordance with its terms;
- 1.4.5 a reference to any agreement or other instrument (other than an enactment or statutory provision) is to that agreement or instrument as from time to time amended, varied, supplemented, substituted, novated or assigned otherwise than in breach of this Agreement; and
- 1.4.6 references to documents "in the agreed form" or any similar expression shall be to documents agreed between the Parties, annexed to this Agreement and initialled for identification by, or on behalf of, each Party.

**1.5 Singular, plural and gender**

Words in the singular include the plural and vice versa and a reference to one gender includes other genders.

**1.6 References to persons and companies**

In this Agreement, except where the context otherwise requires:

- 1.6.1 a reference to a person includes a reference to any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- 1.6.2 a reference to a company includes any company, corporation or other body corporate wherever and however incorporated or established; and
- 1.6.3 a reference to an individual includes that individual's estate and personal representatives.

**1.7 References to legislation and legal terms**

In this Agreement, except where the context otherwise requires:

- 1.7.1 a reference to an enactment or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment or statutory provision and is a reference to that enactment statutory provision or subordinate legislation as from time to time amended, modified, incorporated or reproduced and to any enactment, statutory provision or subordinate legislation that from time to time (with or without modifications) re-enacts, replaces, consolidates, incorporates or reproduces it; and
- 1.7.2 a reference to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept includes what most nearly approximates the English legal term in any jurisdiction

other than England to the extent that such jurisdiction is relevant to the transactions contemplated by this Agreement.

**1.8 Includes and including**

In this Agreement, except where the context otherwise requires:

- 1.8.1 the words and phrases "includes", "including", "in particular" (or any terms of similar effect) shall not be construed as implying any limitation; and
- 1.8.2 general words shall not be given a restrictive meaning because they are preceded or followed by particular examples.

**1.9 To the extent that**

In this Agreement, except where the context otherwise requires, the phrase "to the extent that" is used to indicate an element of degree and shall mean "to the extent that" and not solely "if", and similar expressions shall be construed in the same way.

**1.10 Writing**

A reference to writing includes any modes of reproducing words in any legible form and, except where expressly stated otherwise, shall include email.

**2. SALE AND PURCHASE**

Subject to the terms of this Agreement, the Seller shall sell and the Buyer shall purchase the FPSO, with Full Title Guarantee and free from any Encumbrances.

**3. CONSIDERATION**

**3.1 The consideration for the FPSO shall be the sum of:**

- 3.1.1 Seven hundred and forty nine million six hundred and seventy eight thousand six hundred and thirty six US Dollars and thirty five cents (USD 749,678,636.35) ("Initial Consideration"); and
- 3.1.2 the aggregate amount of the Call For Payment Amounts payable by the Buyer pursuant to Clause 6.1.2 which shall not exceed the amount of the Funding Cap ("Remaining Consideration"),

(the "Consideration").

**3.2 Subject to Clause 6.4, but notwithstanding any other provision in this Agreement:**

- 3.2.1 the Buyer's aggregate payment obligation under this Agreement, in respect of amounts that the Seller was or is required to pay to the Contractor under the EPCI Contract, shall be limited to payment of the Consideration plus any interest payable under Clause 6.5.2; and
- 3.2.2 if pursuant to this Agreement the Buyer has paid to the Seller an amount which, excluding any interest payable under Clause 6.5.2, is equal to the Consideration:
  - (A) any amounts in excess of the Consideration that the Seller is required to pay to the Contractor under the EPCI Contract shall be borne by the Seller; and
  - (B) the Buyer shall have no liability under this Agreement in respect of any such amounts in excess of the Consideration that the Seller is required to pay to the Contractor.

**4. CONDITIONS PRECEDENT TO PAYMENT OF INITIAL CONSIDERATION**

**4.1 Conditions**

The payment of the Initial Consideration by the Buyer is conditional on the following Conditions being satisfied or waived:



- 4.1.1 all governmental approvals and third party consents for the parties to consummate the transactions contemplated under:
  - (A) this Agreement;
  - (B) the Lease Agreement; and
  - (C) the Lease Guaranteehaving been obtained and being in full force and effect;
- 4.1.2 all conditions precedent to the "Effective Date" under the Lease Agreement (other than such a condition referring to the payment of the Initial Consideration under this Agreement) having been satisfied or waived;
- 4.1.3 the Mortgage having been duly executed and delivered with all ancillary instruments required;
- 4.1.4 the FPSO Security Agreement having been duly executed and delivered with all ancillary instrument required;
- 4.1.5 BP Exploration Operating Company Limited having paid to the Buyer in freely and immediately available funds two hundred and sixty-five million US Dollars (USD 265,000,000) as the subscription price for the issuance of newly issued, fully paid up ordinary shares in the Buyer;
- 4.1.6 the Buyer having successfully placed the Capital Securities with the Investor who has subscribed and paid for Capital Securities for an amount of no less than 85% of the Initial Consideration; and
- 4.1.7 the Buyer having confirmed in writing to the Seller that the funding commitment from the Investor under the Capital Securities Documents (subject to the terms and conditions thereunder) and from BP Exploration Operating Company Limited as a shareholder of the Buyer will enable the Buyer to pay the Consideration in full.

#### **4.2 Waiver**

The Parties may, by mutual agreement, waive any of the Conditions under Clause 4.1 in whole or in part at any time on or before the Initial Consideration Longstop Date.

#### **4.3 Satisfaction of Conditions**

- 4.3.1 The Buyer and the Seller shall use reasonable endeavours to satisfy or procure the satisfaction of each of the Conditions under Clauses 4.1.1, and 4.1.2 not already satisfied or waived as soon as possible and in any event on or before the Initial Consideration Longstop Date.
- 4.3.2 The Seller shall use reasonable endeavours to satisfy or procure the satisfaction of each of the Conditions under Clauses 4.1.3 and 4.1.4 as soon as possible and in any event on or before the Initial Consideration Longstop Date.
- 4.3.3 The Buyer shall use reasonable endeavours to satisfy or procure the satisfaction of each of the Conditions under Clauses 4.1.5, 4.1.6 and 4.1.7 as soon as possible following the receipt of the Preliminary Satisfaction Statement and in any event on or before the Initial Consideration Longstop Date.

#### **4.4 Notification of satisfaction of Conditions**

- 4.4.1 The Buyer and the Seller shall keep each other regularly informed of the progress being made to satisfy the Conditions.
- 4.4.2 The Seller shall notify the Buyer of the satisfaction of the Conditions set out in Clauses 4.1.1 (in respect of the governmental approvals and third party consents required by the Seller), 4.1.3 and 4.1.4 as soon as possible after such Condition has been satisfied and in any event within one (1) Business Day of such satisfaction.

4.4.3 The Buyer shall notify the Seller of the satisfaction of the Conditions set out in Clauses 4.1.1 (in respect of the governmental approvals and third party consents required by the Buyer), 4.1.2, 4.1.5 and 4.1.7 as soon as possible after such Condition has been satisfied and in any event within one (1) Business Day of such satisfaction.

4.4.4 As soon as possible following receipt of the Buyer's notice under Clause 4.4.3, the Seller shall notify the Buyer that following the Buyer's satisfaction of the Condition set out in Clause 4.1.6 and the subsequent payment of the Initial Consideration by the Buyer in accordance with Clause 5.1, the Lease Agreement shall be in full force and effect in accordance with its terms. The Seller acknowledges that such notice is required for the Buyer to satisfy the Condition set out in Clause 4.1.6.

4.4.5 As soon as possible following receipt of the Seller's notice under Clause 4.4.4 and in any event within one (1) Business Day of satisfaction of the Condition set out in Clause 4.1.6, the Buyer shall notify the Seller of the satisfaction of the Condition set out in Clause 4.1.6.

#### 4.5 Preliminary Satisfaction Statement

Upon satisfaction or waiver of the Conditions set out in Clauses 4.1.1, 4.1.3 and 4.1.4, the Seller shall serve a written statement (the "Preliminary Satisfaction Statement") to the Buyer setting out the following:

4.5.1 the fact that the Conditions set out in Clauses 4.1.1, 4.1.3 and 4.1.4 have been satisfied or waived; and

4.5.2 the proposed Initial Consideration Payment Date, which shall be no less than three (3) Business Days, and no more than ten (10) Business Days, from the date of such notice (the "Proposed Initial Consideration Payment Date").

#### 4.6 Failure to satisfy Conditions

If one or more of the Conditions:

4.6.1 remains unsatisfied on or before 90 days from the date of this Agreement (the "Initial Consideration Longstop Date") and has not been waived on or before that date; or

4.6.2 becomes impossible to satisfy on or before the Initial Consideration Longstop Date and, if it is a Condition which can be waived by a Party, has not been waived within five (5) Business Days of such Condition becoming impossible to satisfy,

either Party may give notice to the other Party that it wishes to terminate this Agreement in which case Clause 11 shall apply.

#### 5. PAYMENT OF THE INITIAL CONSIDERATION

5.1 Subject to all Conditions having been satisfied or waived, the Buyer shall pay the amount of the Initial Consideration by electronic transfer to the Seller's Account on or before:

5.1.1 if all of the Conditions have been satisfied or waived by the Proposed Initial Consideration Payment Date, the Proposed Initial Consideration Payment Date; or

5.1.2 if any of the Conditions set out in Clauses 4.1.2, 4.1.5, 4.1.6 and 4.1.7 have not been satisfied or waived by the Proposed Initial Consideration Payment Date, the date that is five (5) Business Days from the satisfaction or waiver of all of the Conditions set out in Clauses 4.1.2, 4.1.5, 4.1.6 and 4.1.7,

with the date on which the Buyer actually pays the Initial Consideration in accordance with either 5.1.1 or 5.1.2 being the "Initial Consideration Payment Date".

5.2 Should the Initial Consideration not be paid in accordance with Clause 5.1 the Seller shall have the right to terminate this Agreement by notice to the Buyer in which case Clause 11 shall apply.

## 6. PAYMENT OF REMAINING CONSIDERATION

### 6.1 Calls For Payment

6.1.1 Following the Initial Consideration Payment Date the Seller shall have the right to issue to the Buyer no later than ten (10) Business Days before the end of each Quarter a written statement ("Call For Payment") of:

(A) for the first Call For Payment issued by the Seller to the Buyer following the Initial Consideration Payment Date, the amount that is the aggregate of ("First Call For Payment Amount"):

(1) the amounts required to discharge its payment obligations in respect of Contractor Invoices which:

(a) have been paid by the Seller; or

(b) have become or which the Seller reasonably anticipates will become due and payable,

in the period from and including the date of this Agreement and up to (but excluding) the date of commencement of the immediately following Quarter; and

(2) the total amount which the Seller reasonably anticipates it will require to discharge its payment obligations in respect of the Contractor Invoices which are reasonably likely to become due and payable during the immediately following Quarter.

(B) for each Call For Payment issued after the Call For Payment issued pursuant to Clause 6.1.1(A), the amount which is equal to:

(1) if the Seller (as Lessee under the Lease Agreement) has not made a Lease Rental Prepayment, the total amount which the Seller reasonably anticipates it will require to discharge its payment obligations in respect of Contractor Invoices which are reasonably likely to become due and payable during the immediately following Quarter; or  $x$

(2) if the Seller (as Lessee under the Lease Agreement) has made a Lease Rental Prepayment, the sum of:

(a) the total amount which the Seller reasonably anticipates it will require to discharge its payment obligations in respect of Contractor Invoices which are reasonably likely to become due and payable during the immediately following Quarter (such Contractor Invoices being the "Part Funded Contractor Invoices"); less

(b) the amount equal to the result of the following calculation:

$$\left[ \sum_{x=1}^n \left( \frac{Ax}{Bx + Cx} \right) \right] \times D$$

where:

- $n$  = the number of Lease Rental Prepayments that occur pursuant to the Lease Agreement prior to the relevant Call For Payment;
- $A_x$  = the total amount of Lease Rental Prepayment  $x$  paid by the Lessee to the Lessor;
- $B_x$  = the total amount of the FPSO Development Costs (as defined in the Lease Agreement) accrued immediately prior to the date of the Lease Rental Prepayment  $x$  in accordance with the terms of the Lease Agreement;
- $C_x$  = the total amount of the Lease Interest (as defined in the Lease Agreement) accrued immediately prior to the date of the Lease Rental Prepayment  $x$  in accordance with the terms of the Lease Agreement (but excluding any interest that has been capitalised and included within item 'B $_x$ ' above); and
- $D$  = the total amount which the Seller reasonably anticipates it will require to discharge its payment obligations in respect of Part Funded Contractor Invoices which are reasonably likely to become due and payable during the immediately following Quarter,

with the amount determined under either 6.1.1(B)(1) or 6.1.1(B)(2) above being the "Subsequent Call For Payment Amount".

6.1.2 Subject to Clauses 3, 6.2, 6.3 and 6.4.1 all Call For Payment Amounts shall be paid by the Buyer:

- (A) in full without set-off or deduction the total amount of each Call For Payment Amount;
- (B) in cash by wire transfer in immediately available funds to the Seller's Account; and
- (C) within fifteen (15) Business Days of receipt of the relevant Call For Payment from the Seller ("Payment Period").

6.1.3 For the avoidance of doubt:

- (A) the Buyer shall not be required to pay to the Seller any amount for the engineering, procurement, construction, transportation or delivery of the FPSO other than: (i) the Initial Consideration, (ii) the Call For Payment Amounts up to the Funding Cap, (iii) any Call For Payment Amounts in excess of the Funding Cap that the Buyer has elected to fund in accordance with Clause 6.4, and (iv) any interest payable in accordance with Clause 6.5.2; and

- (B) the Buyer shall not be required to pay the Seller any amount for operation or maintenance of the FPSO; and
- (C) notwithstanding Clause 6.1.1(B)(2), Seller acknowledges and agrees that, in its capacity as the Unit Operator, it is obligated to pay all Contractor Invoices in full.

## 6.2 Call For Payment Conditions

6.2.1 In respect of each Call For Payment issued by the Seller pursuant to Clause 6.1.1, the Buyer's obligation to pay to the Seller the applicable Call For Payment Amount under Clause 6.1.2 is conditional on:

- (A) the Seller not being in material breach of any its obligations under Schedule 1; and
- (B) the conditions precedent set out in Part B of Schedule 2 (*Conditions Precedents*) to the Subscription Agreement having been satisfied, (the "Call For Payment Conditions").

6.2.2 If the Buyer considers that a Call For Payment Condition is not satisfied, as soon as practicable following receipt of a Call For Payment the Buyer shall provide the Seller with a written notice ("Non-Satisfaction Notice") specifying:

- (A) the relevant Call For Payment Condition(s) that are not satisfied; and
- (B) if the Buyer determines that it will not pay the relevant Call For Payment Amounts until satisfaction of the applicable Call For Payment Condition(s), its refusal to fund the Call For Payment Amounts.

6.2.3 Following receipt of a Non-Satisfaction Notice, if the Call For Payment Condition(s) specified in the Non-Satisfaction Notice are satisfied by the Seller or otherwise become satisfied:

- (A) the Seller shall notify the Buyer of the satisfaction of the relevant Call For Payment Condition(s); and
- (B) within ten (10) Business Days of receipt of the notice provided by the Seller under Clause 6.2.3(A), the Buyer shall pay to the Seller the Call For Payment Amounts that pursuant to Clause 6.2.2(B) it had previously refused to pay to the Seller.

## 6.3 Use of proceeds of Calls For Payment

6.3.1 The Seller shall use all Call For Payment Amounts received from the Buyer to discharge Contractor Invoices that are payable or as reimbursement for amounts of Contractor Invoices that have been paid by the Seller.

6.3.2 If any Call For Payment Amounts paid by the Buyer pursuant to Clause 6.1.2:

- (A) exceed the aggregate amount of Contractor Invoices which become due and payable during the applicable Quarter ("Excess Payment Amount"), the Seller shall:
  - (1) retain and use the Excess Payment Amount to discharge its payment obligations in respect of Contractor Invoices that become due and payable during subsequent Quarters; and

- (2) deduct the amount of the Excess Payment Amount from the Call For Payment to be issued by the Seller pursuant to Clause 6.1.1 for subsequent Quarters;
- (B) are less than the amount of Contractor Invoices which become due and payable during the applicable Quarter ("Insufficient Payment Amount"), the Seller shall:
  - (1) send a supplemental Call For Payment to the Buyer for the Insufficient Payment Amount which shall be paid in accordance with Clause 6.1.2; or
  - (2) add the amount of the Insufficient Payment Amount to the Call For Payment to be issued by the Seller pursuant to Clause 6.1.1 for subsequent Quarters.

#### 6.4 Optional Excess Funding by Buyer

- 6.4.1 The Parties acknowledge that the Buyer shall have no obligation under this Agreement to pay any Call For Payment Amounts that would cause the total amount of the Remaining Consideration paid by the Buyer to exceed the Funding Cap, other than when the Buyer elects to pay such Call For Payment Amounts to the Seller in accordance with this Clause 6.4.
- 6.4.2 Without prejudice to Clause 3.2, if the Buyer has paid to the Seller in aggregate an amount equal to the Funding Cap pursuant to Clause 6.1.2, the Buyer may at its sole discretion elect to pay to the Seller amounts in excess of the Funding Cap to enable the Seller to pay in whole or part the amounts due and payable under Contractor Invoices referenced in a Call For Payment ("Excess Funding"). The Parties agree and acknowledge that:
  - (A) any Excess Funding Amount (defined below) does not constitute Consideration under this Agreement; and
  - (B) the Buyer's payment of the whole or part of the Excess Funding Amount (defined below) should be factored in the adjustment of Lease Rental in accordance with paragraph 3.4 (*Excess Funding*) of schedule 1 (*Lease Rental*) of the Lease Agreement.
- 6.4.3 If the Buyer elects to pay Excess Funding to the Seller:
  - (A) the Buyer shall provide the Seller with written notice of its intention to do so ("Excess Funding Notice"), stating in the Excess Funding Notice the amount of the Excess Funding which the Buyer intends to pay to the Seller ("Excess Funding Amount"); and
  - (B) the Buyer's failure to pay the whole or part of the Excess Funding Amount when due shall constitute a Payment Shortfall and Clauses 6.5 and 6.6 shall apply to such Payment Shortfall.

#### 6.5 Late Payment

If the Buyer fails to pay to the Seller the whole or part of a Call For Payment Amount within the applicable Payment Period ("Payment Shortfall"):

- 6.5.1 the Seller shall continue to pay the full amount of any Contractor Invoice that is due and payable in the Quarter to which the relevant Call For Payment relates (which, for the avoidance of doubt, shall include the amount of the Payment Shortfall) in accordance with the EPCI Contract; and

- 6.5.2 as soon as practicable thereafter the Buyer shall pay to the Seller the full amount of the Payment Shortfall plus the full amount of any interest, which shall accrue on the Payment Shortfall from day to day and be compounded at the Default Rate, from (and including) the day immediately following the expiry of the Payment Period until (but excluding) the day on which the Payment Shortfall, together with all interest payable thereon, is actually received by the Seller; provided that such interest shall not be payable if the Payment Shortfall is due to a Call For Payment Condition not being satisfied which has been notified by the Buyer to the Seller pursuant to Clause 6.2.1(B).

**6.6 Termination for Late Payment**

- 6.6.1 If the Buyer fails to pay the Seller the whole or part of a Call For Payment Amount in accordance with Clauses 6.1.1 or the whole or part of an Excess Funding Amount in accordance with Clause 6.4.3 and such Payment Shortfall:

- (A) (together with the amount of any other outstanding Payment Shortfall) is greater than ten million US Dollars (USD10,000,000); and
- (B) is the result of a Drawdown Failure.

the Seller shall give notice to the Buyer specifying the amount of Payment Shortfall and the interest payable thereon calculated in accordance with Clause 6.5.2 and requesting the Buyer to pay such amount within sixty (60) days from the receipt of such notice ("**Payment Shortfall Cure Period**").

- 6.6.2 If the Buyer fails to pay the amount of Payment Shortfall and the applicable interest within the Payment Shortfall Cure Period ("**Non-Payment Event**"), then the Seller shall be entitled to:

- (A) give notice to the Buyer that it wishes to terminate this Agreement in which case Clause 11 shall apply; or
- (B) exercise its rights under paragraph 3.5 (*Non-Payment Event*) of schedule 1 (*Lease Rental*) of the Lease Agreement to re-determine the Lease Rental.

**6.7 Surplus Funding**

- 6.7.1 Subject to Clause 6.7.2:

- (A) if the Seller determines that it (in its capacity as the "Company" under the EPCI Contract):
  - (1) has discharged all of its payment obligations under the EPCI Contract; and
  - (2) will not, or is reasonably likely not to, be liable for any further payment obligations under the EPCI Contract for which the Seller (in its capacity as the Company) will be liable,

then the Seller shall return to the Buyer the total of any amounts which the Seller has received from the Buyer pursuant to Clauses 6.1 and 6.3 and which the Seller reasonably considers are surplus to any amounts required to meet any payment obligations under the EPCI Contract ("**Surplus Funding Amount**");

- (B) as soon as reasonably practicable following its determination of a Surplus Funding Amount, the Seller shall notify the Buyer of the Surplus Funding Amounts and any interest that has accrued thereon at the Interest Rate ("**Surplus Funding Amount Notice**");

- (C) following receipt of a Surplus Funding Amount Notice the Buyer shall notify the Seller of the account details into which the Seller is to pay the Surplus Funding Amount; and
- (D) within ten (10) Business Days of receiving confirmation of the relevant account details pursuant to Clause 6.7.1(C), the Seller shall pay the Surplus Funding Amount and any interest that has accrued thereon at the Interest Rate that is specified in the Surplus Funding Amount Notice in cash by wire transfer in immediately available funds into such account.

6.7.2 If:

- (A) the Seller anticipates that the amount that it will require to discharge its payment obligations in respect of future Contractor Invoices will result in the aggregate amount of future Calls For Payment being in excess of the Funding Cap;
- (B) consequently, the Seller issues Calls For Payment to the Buyer under this Agreement, as well as cash calls to the Upstream Parties under the UUOA, in order to fund the anticipated Contractor Invoices; and
- (C) in fact, following receipt of the relevant Contractor Invoices, the Contractor Invoice Amounts are actually less than the amount which the Seller anticipated such that the Seller ends up holding surplus amounts based on funding received from both the Buyer and Seller, in the circumstances described in Clause 6.7.1(A),

then in determining the amount of such surplus to be retained by the Seller and/or returned to the Buyer in accordance with Clause 6.7.1, the Seller shall assume that any actual expenditure was first funded by the Buyer up to the Funding Cap (or such higher amount as the Buyer may have elected to fund in accordance with Clause 6.4) before any additional amount was funded by the Seller.

## 6.8 Funding Cap Adjustment

- 6.8.1 If prior to Completion the Seller (as Lessee under the Lease Agreement) makes a Prepayment of Lease Rental (as such terms are defined in the Lease Agreement) in accordance with clause 5.4 (*Lease Rental and Prepayment*) of the Lease Agreement ("Lease Rental Prepayment"), the Funding Cap shall be reduced with effect from the date of the Lease Rental Prepayment by an amount equal to the result of the following calculation:

$$(A - E) \times \left( \frac{B}{C + D} \right)$$

where:

- A = the Funding Cap on the date immediately prior to the date of the Lease Rental Prepayment;
- B = the amount of the Lease Rental Prepayment;
- C = the total amount of the FPSO Development Costs (as defined in the Lease Agreement) accrued immediately prior to the date of the Lease Rental Prepayment in accordance with the terms of the Lease Agreement;
- D = the total amount of the Lease Interest (as defined in the Lease Agreement) accrued immediately prior to the date of the Lease Rental Prepayment in accordance with the terms of the Lease Agreement (but excluding any interest that has been capitalised and included within item 'C' above); and



E = the sum of Call For Payment Amounts paid by the Lessor to the Lessee at any time prior to the date of the Lease Rental Prepayment.

6.8.2 For the avoidance of doubt, if the Funding Cap is reduced as a result of Clause 6.8.1 to an amount that is less than the Remaining Consideration that has already been paid by the Buyer at that date, the Seller shall not be obliged to repay any amount of the Consideration to the Buyer as a result of the reduction of the Funding Cap pursuant to this Clause 6.8.

## **7. MANAGEMENT OF THE EPCI CONTRACT BEFORE COMPLETION**

### **7.1 Management of the EPCI Contract**

7.1.1 Pending Completion the Seller shall:

- (A) from the date of this Agreement comply with Paragraphs 1.1 to 1.3 (inclusive) and Paragraph 3 of Schedule 1; and
- (B) from the Initial Consideration Payment Date comply with Paragraphs 1.4 to 1.6 (inclusive) and Paragraph 2 of Schedule 1.

7.1.2 If the Seller commits a material breach of one or more of its obligations under Schedule 1:

- (A) upon the Seller or Buyer becoming aware of that material breach (other than via a notice provided in accordance with this Clause 7.1.2(A)) such Party shall as soon as reasonably practicable provide the other Party with a written notice specifying the material breach; and
- (B) where such material breach is capable of remedy, and the Seller does not remedy the material breach within sixty (60) days of the date of the notice referred to in Clause 7.1.2(A), the Buyer may give notice to the Seller that it wishes to terminate this Agreement in which case Clause 11.1.4 shall apply.

### **7.2 Damages or refunds received under the EPCI Contract**

7.2.1 On or after the Initial Consideration Payment Date but subject to Clauses 7.2.2:

- (A) the Seller shall pay to the Buyer an amount equal to the amount of any monetary damages (whether liquidated or determined by proceedings or tribunal) or refunds which the Seller receives from the Contractor under or pursuant to the EPCI Contract ("Damages Or Refunds") at any time on or after the date of this Agreement;
- (B) as soon as reasonably practicable following its receipt of such Damages Or Refunds, the Seller shall notify the Buyer of the quantum of the Damages Or Refunds and the breach or trigger (as applicable) from which such Damages Or Refunds have arisen ("Damages Or Refunds Notice");
- (C) following receipt of a Damages Or Refunds Notice the Buyer shall notify the Seller of the account details into which the Seller is to pay the Damages Or Refunds;
- (D) no later than the date which is the later of (1) the date which is ten (10) Business Days after receipt of confirmation of the relevant account details pursuant to Clause 7.2.1(C) and (2) the Initial Consideration Payment Date, the Seller shall pay the Damages Or Refunds in cash by wire transfer in immediately available funds into such account.

- 7.2.2 If at the time Damages Or Refunds are received or receivable by the Seller the aggregate of the Remaining Consideration has not exceeded the Funding Cap, and all Contractor Invoice Amounts have been funded by the Buyer, then all Damages Or Refunds shall be paid to the Buyer in accordance with Clause 7.2.1. In all other circumstances, the Damages Or Refunds shall be shared between the Buyer and the Seller pro rata their respective aggregate funding of Contractor Invoice Amounts, and only the Buyer's pro rata share shall be paid to it in accordance with Clause 7.2.1.

## 8. DELIVERY

### 8.1 Delivery

- 8.1.1 The Buyer and the Seller hereby acknowledge that delivery of the FPSO under this Agreement is on a "back-to-back" basis with Handover of the FPSO under the EPCI Contract. Subject to Clause 8.1.2, the Buyer shall be deemed to have taken delivery of and title to the FPSO under this Agreement:

- (A) at the date and time referenced in the Protocol of Delivery and Acceptance executed by the Buyer and delivered to the Seller pursuant to Clause 8.1.4(A); or
- (B) at such later date and time as may be agreed between the Parties.

- 8.1.2 Notwithstanding Clause 8.1.1, for the avoidance of doubt the Parties acknowledge and agree that the Delivery Date shall not occur when the FPSO is located within twelve (12) nautical miles from the coast of any of the territories (including Taiwan) of the People's Republic of China.

- 8.1.3 Upon the issuance of the Handover Certificate to the Contractor under clause 12.1 (*Mechanical Completion and Commissioning Completion, Handover and Completion of Work*) of the EPCI Contract, the Seller shall:

- (A) deliver a copy of the Handover Certificate to the Buyer;
- (B) execute and deliver one (1) original Protocol of Delivery and Acceptance to the Buyer; and
- (C) execute and deliver three (3) original copies of the Bill of Sale to the Buyer.

- 8.1.4 As soon as practicable following receipt of the Seller's counterpart of the Protocol of Delivery and Acceptance under Clause 8.1.3(B) and the Bill of Sale under Clause 8.1.3(C), the Buyer shall

- (A) execute and deliver one (1) original Protocol of Delivery and Acceptance to the Seller; and
- (B) execute and deliver a deed of discharge in respect of the Mortgage to the Seller.

### 8.2 Delay in delivery

- 8.2.1 If the Seller anticipates that, notwithstanding the exercise of due diligence by it, the FPSO will not be ready for delivery by the Delivery Longstop Date it shall give notice to the Buyer stating that there will be a delay in delivery and specifying the reasons for such delay and reasonable steps taken by the Seller to remedy such delay.

- 8.2.2 If delivery of the FPSO hereunder is delayed as a result of an event of Force Majeure under and in accordance with the EPCI Contract (evidenced by the relevant notice of Force Majeure provided under the EPCI Contract):

- (A) the Delivery Longstop Date shall be extended by the period of delay caused by the event of Force Majeure provided that the Delivery Longstop Date shall in no case be later than 30 June 2025; and

- (B) this Agreement and the Lease Agreement shall continue in full force and effect, and the Lease Rental Schedule shall be adjusted in accordance with paragraph 3.10 (*Extension of the Delivery Longstop Date*) of schedule 1 (*Lease Rental*) of the Lease Agreement.

8.2.3 If the FPSO is not ready for delivery by the Delivery Longstop Date (as may be adjusted in accordance with Clause 8.2.2(A)) then the Seller shall either:

- (A) commence to pay the Lease Rental in accordance with the Lease Agreement, in which case all other terms and conditions of this Agreement shall remain unaltered and in full force and effect; or
- (B) give notice to the Buyer (as Buyer under this Agreement and Lessor under the Lease Agreement) that it wishes to terminate this Agreement and the Lease Agreement in which case Clause 11 of this Agreement and clause 20 (*Termination*) of the Lease Agreement shall apply.

### 8.3 Other documentation upon delivery

To the extent not already provided hereunder, all certificates, plans or technical documents on the FPSO at the time of delivery which are required to maintain class shall be the property of the Buyer, but shall be held by the Seller for the Buyer on the FPSO and maintained by the Seller on its own cost in accordance with the terms of the Lease Agreement.

### 8.4 Condition on Delivery

8.4.1 The FPSO with everything belonging to her shall be at the Seller's risk and expense until she is delivered to the Buyer.

8.4.2 On the Delivery Date, the Seller shall procure that:

- (A) the FPSO shall be registered in the name of the Buyer under the flag of the Maritime Registry; and
- (B) the FPSO's hull, marine systems and moorings shall be properly classed for a vessel of its type and class within the Classification Society.

8.4.3 Without prejudice to the warranties provided by the Seller under Clauses 12.2.1(F) and 12.2.2, the FPSO shall be delivered by the Seller to the Buyer on an "as is, where is" basis, provided that at the Delivery Date:

- (A) class is maintained for the FPSO's hull, marine systems and moorings without any overdue conditions/recommendations; and
- (B) the FPSO is free from average damage,

in each case which would affect the class of the FPSO.

8.4.4 The Seller shall deliver the FPSO with all:

- (A) classification certificates;
- (B) national certificates; and
- (C) other material certificates which the FPSO had prior to delivery of the FPSO,

in each case which are valid and unextended.

## 9. TAXES

### 9.1 Mauritanian and Senegalese Taxes

9.1.1 The Parties acknowledge their understanding and expectation that no tax, duties, imposts or similar charges ("Local Taxes") are or would be payable by them under the Laws, regulations and practice of any of Senegal, Mauritania or in any body or organisation set up by Senegal and Mauritania for the purpose inter alia of

administration or cooperation relating to the exploitation of natural resources as a result of or in connection with the sale or delivery of the FPSO or any of the other matters contemplated by this Agreement.

9.1.2 The Parties agree that the economic burden of Local Taxes, in the event that irrespective of the above Local Taxes are or become payable as a result of or in connection with the sale or delivery of the FPSO or any of the other matters contemplated by this Agreement, is for the account of the Seller alone, and accordingly the Seller shall indemnify the Buyer (on an after tax basis) in respect of any charge to Local Taxes (including any penalties and interest for late payment) in all cases where Local Taxes are or will be levied on or demanded from the Buyer, provided that the indemnity set out in this Clause 9.1.2 shall exclude Local Taxes (and any penalties and interest for late payment) arising as a result of the Buyer's breach of this Agreement.

9.1.3 Consistent with Clause 9.1.2 and without prejudice to the general principle and to the indemnity set out therein:

- (A) if any payment is made in accordance with the provisions of this Agreement or for breach of this Agreement by the Seller to the Buyer, and such payment is subject to any deduction or withholding, or if the Buyer is subject to tax on receipt of any such payment, then when making such payment to the Buyer the Seller shall pay to the Buyer such additional amounts as may be required in order to ensure that the amount received and retained by the Buyer, after taking into account all such deductions, withholdings and tax on receipt is equal to the amount that would have been so payable but for such deduction or withholding or tax on receipt;
- (B) if any matter contemplated by this Agreement represents a supply by the Buyer to the Seller for the purposes of VAT or sales tax or any similar form of tax then the Seller shall, upon receipt of a relevant invoice or similar documentation from the Buyer (where required) pay to the Buyer in addition to any other payment required pursuant to this Agreement or otherwise for the supply itself, the amount of VAT or sales tax or similar form of tax dues in respect of such supply.

9.1.4 The Buyer agrees to provide all reasonable support and cooperation to the Seller for the purpose of allowing the Seller to challenge the validity of any demand for payment by the Buyer of any Local Taxes, including but not limited to allowing the Seller conduct rights of any dispute with any taxation authority relating to such Local Taxes, provided that it is a condition of the award and continued exercise of such conduct rights to the Seller that the Seller shall:

- (A) keep the Buyer fully and timely informed in relation to all matters pertaining to such disputes;
- (B) allow the Buyer reasonable opportunity to comment in advance on any proposed action relating to such conduct.

## 10. LIMITATION ON LIABILITY

### 10.1 Termination as sole remedy

The sole remedy of each Party under this Agreement in respect of circumstances giving rise to that Party's entitlement to terminate this Agreement in accordance with Clause 11.1, shall be termination of this Agreement and the application of the provisions of the Lease Agreement referred to in Clauses 11.2 and 11.3 (as applicable).

### 10.2 Seller liability for Warranties

10.2.1 Provided that the Seller complies with Clause 10.2.2, the Seller's liability in respect of any breach of warranty under Clause 12.2.1(F) is limited to the extent that the

Seller is entitled to any amounts recovered from the Contractor under the EPCI Contract in respect of the same warranty provided by the Contractor under the EPCI Contract.

- 10.2.2 In order to give full force and effect to the warranties provided under Clause 12.2.1(F) the Seller undertakes to use reasonable endeavours to make a claim or (where applicable) commence arbitration, in an efficient and timely manner against the Contractor under the EPCI Contract, on a "back-to-back" basis for all reasonable warranty claims (having due regard to international shipping practice) brought by the Buyer in respect of the warranties provided under Clause 12.2.1(F). In so doing, the Seller shall keep the Buyer fully apprised of the situation and shall follow all reasonable instructions given by the Buyer in respect of the handling of any such claim or arbitration procedure. In particular, the Seller shall not make a settlement with the Contractor without the prior written consent of the Buyer, such consent not to be unreasonably withheld.

### 10.3 Exclusion of consequential loss

No Party shall be liable to another for Consequential Loss arising out of or in connection with this Agreement, whether arising out of or in connection with any indemnity under this Agreement, any breach of any obligation under this Agreement, any negligence or breach of statutory duty or other duty, or otherwise, except in respect of amounts that are expressly payable under this Agreement or in respect of claims arising from an express obligation of a Party to indemnify the other Party for third party claims to the extent only that such losses form part of the indemnified Party's liability to the third party.

## 11. TERMINATION

### 11.1 This Agreement shall terminate with immediate effect:

- 11.1.1 **(no satisfaction of Conditions)** if a Party gives notice to the other Party that it wishes to terminate this Agreement in accordance with Clause 4.6; or
- 11.1.2 **(Initial Consideration payment default)** if the Seller gives notice to the Buyer that it wishes to terminate this Agreement in accordance with Clause 5.2;
- 11.1.3 **(Non-Payment Event)** if the Seller gives notice to the Buyer that it wishes to terminate this Agreement in accordance with Clause 6.6.2(A);
- 11.1.4 **(material breach of EPCI management)** if the Buyer gives notice to the Seller that it wishes to terminate this Agreement in accordance with Clause 7.1.2;
- 11.1.5 **(no delivery before Delivery Longstop Date)** if the Seller gives notice to the Buyer that it wishes to terminate this Agreement in accordance with Clause 8.2.3;
- 11.1.6 **(total loss)** if there is actual or constructive total loss of the FPSO pursuant to the terms of the EPCI Contract, and the Buyer (acting as Buyer under this Agreement and Lessor under the Lease Agreement) gives notice to the Seller (as Seller under this Agreement and Lessee under the Lease Agreement) that it wishes to terminate this Agreement and the Lease Agreement;
- 11.1.7 **(breach of warranty)** if the Seller breaches any of the warranties given to the Buyer under Clause 12, and the Buyer gives notice to the Seller that it wishes to terminate this Agreement;
- 11.1.8 **(compliance)** the Seller is in breach of any Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws and, if capable of remedy, such breach is not remedied within sixty (60) days of receipt of a notice from the Buyer specifying that such breach has occurred;
- 11.1.9 **(mutual agreement)** if both Parties agree in writing to terminate this Agreement.

### 11.2 If this Agreement terminates in accordance with Clauses 11.1.1 or 11.1.2, upon the relevant Party's notice of termination, the Lease Agreement shall automatically terminate in

accordance with its terms and the provisions of clause 20.1 (*Termination Due to Conditions Not Satisfied*) of the Lease Agreement shall apply.

- 11.3 If this Agreement terminates in accordance with any of Clauses 11.1.3 to 11.1.9, upon the relevant Party's notice of termination, the Lease Agreement shall automatically terminate in accordance with its terms and the provisions of clause 20.2 (*Other Termination Events*) of the Lease Agreement shall apply.
- 11.4 Subject to Clause 10.1, any termination of this Agreement shall be without prejudice to the rights and liabilities arising and accrued as at the date of such termination.
- 11.5 This Clause 11 and Clauses 1, 9, 13, 14, 17, 18 and 19, and any provisions in this Agreement required for the interpretation or application of any of the Clauses aforementioned, shall survive the termination of this Agreement.

## **12. WARRANTIES AND UNDERTAKINGS**

### **12.1 Mutual Warranties**

Each Party warrants at the date of this Agreement and on the Delivery Date, that:

- 12.1.1 it is duly incorporated and is a validly existing company under the laws of its place of incorporation, and has the power to own its assets and carry on its business as it is being conducted;
- 12.1.2 it has full power and authority to execute, deliver and perform its obligations under this Agreement and no limitation on its powers will be exceeded as a result of it entering into this Agreement;
- 12.1.3 the execution, delivery and performance by it of this Agreement and the performance of its obligations under this Agreement have been duly authorised by all necessary corporate action and do not contravene or conflict with its memorandum and articles of association; and
- 12.1.4 the obligations expressed to be assumed by it in this Agreement will upon due execution be legal, valid, and binding obligations enforceable (subject to the Legal Reservations) against it in accordance with the terms thereof.

### **12.2 Seller Warranties**

12.2.1 The Seller warrants on the date of this Agreement:

- (A) that the EPCI Contract is in full force and effect;
- (B) the EPCI Contract is the only agreement under which the Seller receives title to the FPSO from the Contractor;
- (C) no material dispute in respect of the EPCI Contract is ongoing, pending or, so far as the Seller is aware, threatened;
- (D) the Upstream Parties have authorised the execution and performance of this Agreement, the transfer of the FPSO and the grant of the Mortgage;
- (E) other than the Seller and the Upstream Parties, no other person has:
  - (1) any right or interest in the EPCI Contract or the Work performed thereunder; or
  - (2) a charter or Encumbrance over the Permanent Work or FPSO;
- (F) the same warranties contained in clause 4.1 (*Performance of the Work*) of the EPCI Contract ("**EPCI Warranties**") and the EPCI Warranties shall apply *mutatis mutandis* as between the Seller and the Buyer on a "back-

to-back" basis as if set out herein and as if given on the same date as they were given by the Contractor to the Seller;

- (G) that it has not been notified in writing of any breach of the EPCI Warranties; and
- (H) other than the EPCI Warranties, that it does not have the benefit of any other warranties applicable to the standard or performance of the construction and delivery of the FPSO.

12.2.2 The Seller warrants on the Delivery Date that, subject to the FPSO Security Agreement, it is the legal owner of the FPSO, with clear and valid title free of all charters, Encumbrances or any other debts whatsoever. Subject to Clause 10.3, the Seller undertakes to indemnify the Buyer against all documented damages, losses, liabilities and reasonable costs and expenses (including legal fees) arising out of or in connection with all claims made against the FPSO which have been incurred prior to the Delivery Date.

### 13. CONFIDENTIALITY

#### 13.1 Restrictions on use of Confidential Information

Until the date that is five (5) years following the expiry or termination of the Lease Agreement, each Party shall:

- 13.1.1 keep the Confidential Information confidential and not disclose the Confidential Information to any third party except as permitted by Clauses 13.2 and 13.3; and
- 13.1.2 use the Confidential Information only for the purposes of exercising or performing its rights and obligations under this Agreement.

#### 13.2 Disclosure to Representatives

Clause 13.1 shall not prevent a Party (the "Disclosing Party") from disclosing any Confidential Information to its Representatives to the extent reasonably required for purposes connected with this Agreement, provided that the Disclosing Party:

- 13.2.1 informs the Representatives concerned of the confidential nature of the Confidential Information; and
- 13.2.2 procures that the Representatives concerned observe the restrictions contained in this Clause 13.

#### 13.3 Permitted disclosure

Clause 13.1 shall not prevent a Disclosing Party or its Representatives from disclosing any Confidential Information:

- 13.3.1 pursuant to the terms of this Agreement;
- 13.3.2 if the Seller is the Disclosing Party, to any of the Upstream Parties and/or the representatives of either Government;
- 13.3.3 subject to Clause 13.4:
  - (A) if the other Party has given prior written approval to the disclosure;
  - (B) to the extent required by either applicable Law or for the purposes of arbitral or judicial proceedings arising out of or in connection with this Agreement or a Related Agreement; or
  - (C) if required by the regulations of any stock exchange or regulatory or supervisory authority to which the Disclosing Party or the relevant Representative is subject (whether or not having the force of law but, if not

having the force of law, being of a type with which persons to which it applies are accustomed to comply);

- 13.3.4 to any bona fide prospective transferee of an interest in the Buyer or the UUOA to the extent appropriate in order to allow the assessment of the relevant interest (including an entity with whom a Party and/or its Affiliates are conducting bona fide negotiations directed toward a merger, consolidation or the same of a majority of its or an Affiliate's shares);
  - 13.3.5 to any tax authority to the extent reasonably required for the purposes of the tax affairs of the Party concerned or a member of its group;
  - 13.3.6 which is in the public domain otherwise than by:
    - (A) breach by the Disclosing Party of this Agreement;
    - (B) failure by any of the Disclosing Party's Representatives to observe the restrictions contained in this Clause 13; or
    - (C) breach by the Disclosing Party or any of its Representatives of any other undertaking of confidentiality howsoever arising;
  - 13.3.7 which is disclosed to the Disclosing Party or the relevant Representative by a third party who is not in breach of any undertaking or duty as to confidentiality whether express or implied; or
  - 13.3.8 which the Disclosing Party or the relevant Representative lawfully possessed prior to obtaining it from the other Party.
- 13.4 If a Party becomes required, in circumstances contemplated by Clause 13.3.3, to disclose any Confidential Information, such Party shall (to the extent permitted by applicable Laws) give to the other Party such notice as is practical in the circumstances of such disclosure and shall co-operate with the other Party, having due regard to the other Party's views, and take such steps as the other Party may reasonably require in order to enable it to mitigate the effects of, or avoid the requirements for, any such disclosure and, where the disclosure is to be by way of public announcement, make reasonable efforts to agree the wording of the announcement with the other Party in advance.
- 13.5 The relevant Party will immediately inform the other Party of the full circumstances of any disclosure upon becoming aware that Confidential Information has been disclosed in breach of the terms of this Agreement.
- 13.6 Obligations relating to Confidential Information on termination**
- On termination of this Agreement each Party shall at the Disclosing Party's request:
- 13.6.1 return to the Disclosing Party all documents containing or based on Confidential Information relating to the Disclosing Party provided that each Party may retain documents containing or based on such Confidential Information to the extent required by law, regulation or the rules of any applicable Governmental Authority or in order to comply with its internal compliance policies or insurance policies;
  - 13.6.2 permanently remove any Confidential Information held on any computer, disk or other device, to the extent reasonably practicable, provided that it may retain such Confidential Information as is contained in an electronic record created as part of automated business continuity procedures operated by or on behalf of it, if such record is not accessible other than for disaster recovery or similar operations and subject always to the duties of confidentiality in respect of such Confidential Information contained in this Agreement; and
  - 13.6.3 certify in writing to the other Party that it has complied with the requirements of this Clause 13.6.



## **14. NOTICES**

### **14.1 Requirements for notices**

A notice (including any approval, consent or other communication) given in connection with this Agreement and the documents referred to in it must be in writing and must be given by one of the following methods:

- 14.1.1 by hand (including by courier or process server) to the address of the addressee;
- 14.1.2 by pre-paid first class post (or airmail if posted to or from a place outside the United Kingdom) to the address of the addressee; or
- 14.1.3 by email (including by attachment to an email) to the email address(es) specified for that addressee,

being the address or email address(es) which is specified in Clause 14.2 in relation to the Party or Parties to whom the notice is addressed, and marked for the attention of the person so specified, or to such other address or email address(es), or marked for the attention of such other person as the relevant party may from time to time specify by notice given to all of the other Parties in accordance with this Clause.

### **14.2 Parties' contact details**

The relevant address and specified details for each of the Parties at the date of this Agreement are as follows:

#### **BP MAURITANIA INVESTMENTS LIMITED**

Address: Chertsey Road, Sunbury On Thames, Middlesex, United Kingdom, TW16 7BP

Email address(es): [REDACTED]

For the attention of: Dennis Bumb

#### **GTA FPSO COMPANY LTD**

Address: Chertsey Road, Sunbury On Thames, Middlesex, United Kingdom, TW16 7BP

Email address(es): [REDACTED]

For the attention of: Matt DeGrove

### **14.3 Deemed receipt**

Unless it is proved that it was received earlier and subject to Clause 14.4 below, a notice is deemed to be received:

- 14.3.1 in the case of a notice given by hand, at the time when the notice is left at the relevant address;
- 14.3.2 in the case of a notice given by posted letter, on the third day after posting or, if posted to or from a place outside the United Kingdom, the seventh day after posting; and
- 14.3.3 in the case of a notice given by email, four hours after the time at which the email is sent to the email address(es) specified for that Party in Clause 14.2.

### **14.4**

A notice received or deemed to be received on a day which is not a business day in the place of receipt, or after 5pm on any business day in the place of receipt, shall be deemed to have been received on the next following business day in the place of receipt (and for the purposes

of this Clause 14.4 a business day in the place of receipt shall mean a day (other than a Saturday or Sunday) on which banks are open for general business in that place).

- 14.5 Where the sender and recipient(s) of any notice are in different time zones, then for the purpose of assessing the date or time of deemed receipt, the relevant time zone is that of the recipient's postal address in Clause 14.2 (or if there is more than one recipient and the recipients are in different time zones, the relevant time zone is that of the postal address of the recipient listed first in Clause 14.2).

## 15. STATUS OF SELLER

- 15.1 The Seller enters into this Agreement in its capacity as Unit Operator for itself and for and on behalf of the Upstream Parties.

- 15.2 In respect of this Agreement:

15.2.1 the Buyer agrees to look only to the Seller for the due performance of this Agreement and nothing contained in this Agreement will impose any liability upon, or entitle the Buyer to commence any proceedings against, any of the Upstream Parties other than the Seller;

15.2.2 the Seller is entitled to enforce this Agreement on behalf of the Upstream Parties as well as for itself. For that purpose the Seller may commence proceedings in its own name to enforce all obligations and liabilities of the Seller and to make any claim, solely in relation to this Agreement, which any of the Upstream Parties may have against the Buyer;

15.2.3 All claims or losses recoverable by the Seller pursuant to this Agreement or otherwise shall include the claims or losses of the Upstream Parties and its and their respective Affiliates except that such claims or losses shall be subject to the same limitations or exclusions of liability as are applicable to the Seller or the Buyer under this Agreement.

## 16. ENTIRE AGREEMENT

- 16.1 Each Party agrees on behalf of itself that this Agreement and the other Transaction Documents:

16.1.1 constitute the whole agreement in relation to its subject matter and supersedes any previous agreement between the Parties in relation to its subject matter; and

16.1.2 to the extent permitted by law, exclude any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.

- 16.2 Each Party agrees that this Agreement is made on the basis that, neither Party has been induced to enter into this Agreement by, nor has relied on, any statement, representation, warranty, assurance, covenant, indemnity, undertaking or commitment ("Representation") which is not expressly set out in this Agreement.

- 16.3 Without prejudice to the Buyer's right to elect to terminate this Agreement pursuant to Clause 11.1.7, if the Seller breaches any of the warranties given to the Buyer under Clause 12 each Party agrees that its only right of action in relation to any innocent or negligent Representation set out in this Agreement or given in connection with this Agreement shall be for breach of contract. All other rights and remedies in relation to any such Representation (including those in tort or arising under statute) are excluded.

## 17. MISCELLANEOUS

### 17.1 Legal relationship

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other co-operative entity between the Parties for any purpose whatsoever. Except as expressly provided in this Agreement, neither Party has any power or authority to bind the other Party

or impose any obligations on it and neither Party shall purport to do so or hold itself out as capable of doing so.

#### **17.2 Third party rights**

No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

#### **17.3 Assignment**

**17.3.1** Subject to Clauses 17.3.2 and 17.3.3, either Party may:

- (A) assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge, hold on trust or otherwise dispose in any manner whatsoever of the benefit of this Agreement; or
- (B) subcontract or delegate in any manner whatsoever its performance (whether in whole or in part) under this Agreement;

provided that it has the prior written consent of the other Party to do so such consent to be at the absolute discretion of such other Party and subject to such conditions as the other Party may in its absolute discretion impose.

**17.3.2** The Seller may assign or transfer:

- (A) part or all of its undivided interest in this Agreement to any transferee of part or all its interest in the UUOA, provided such transfer is in accordance with the terms of the UUOA; or
- (B) this Agreement to any successor Unit Operator appointed pursuant to and in accordance with the terms of the UUOA,

without the prior written consent of the Buyer and provided that, in the case of subparagraph (B), the Seller:

- (C) assigns or transfers (as applicable) to the relevant successor Unit Operator a corresponding interest in each of the Lease Agreement, FPSO Security Agreement, Mortgage and EPCI Contract; and
- (D) provides the Buyer with:
  - (1) prior to the execution of the instrument affecting the assignment or transfer the undivided interest in this Agreement, written notice of the interest being assigned or transferred and the relevant assignee or transferee (as applicable); and
  - (2) following the execution of the instrument affecting the assignment or transfer the interest in this Agreement, reasonable evidence of the assignment, transfer and/or registration (as applicable) of the corresponding interest in the Lease Agreement, FPSO Security Agreement, Mortgage and/or EPCI Contract (as applicable) as the Lessee may be permitted to disclose in accordance with the terms contained therein and applicable Law.

**17.3.3** The Buyer may assign or transfer its undivided interest in this Agreement to a transferee of part or all of the Seller's interest in the UUOA (or to an Affiliate of any such transferee) without the prior written consent of the Seller, provided that the transferee enters into a written undertaking under which it assumes all of the obligations of the Buyer under this Agreement, the Lease Agreement, the FPSO Security Agreement and the Mortgage to the extent there are any rights or obligations still subsisting under such agreements.

#### **17.4 Variation and waiver**

**17.4.1** No variation of this Agreement shall be effective unless it is in writing (which for this purpose, does not include email) and signed by, or on behalf of, each of the

Parties. The expression "variation" includes any variation, supplement, deletion or replacement however effected.

- 17.4.2 No waiver of any right or remedy provided by this Agreement or by law shall be effective unless it is in writing and signed (or in the case of email sent) by, or on behalf of, the Party granting it.
- 17.4.3 The failure to exercise, or delay in exercising, any right or remedy provided by this Agreement or by law does not:
  - (A) constitute a waiver of that right or remedy;
  - (B) restrict any further exercise of that right or remedy; or
  - (C) affect any other rights or remedies.
- 17.4.4 A single or partial exercise of any right or remedy does not prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy.

#### 17.5 Counterparts

This Agreement may be executed in any number of counterparts and by each Party on separate counterparts, each of which when executed shall be an original, but all the counterparts together constitute one instrument.

#### 17.6 Further assurance

Each Party shall, after execution of this Agreement, promptly execute all such deeds and documents and do all such things as the other Party may require for perfecting the transactions intended to be effected under, or pursuant to, this Agreement and for giving the other Party the full benefit of the provisions of this Agreement.

#### 17.7 Severance

- 17.7.1 If any provision or part of any provision of this Agreement is or becomes invalid or unenforceable in any respect under the Law of any relevant jurisdiction, such invalidity or unenforceability shall not affect:
  - (A) the validity or enforceability in that jurisdiction of any other provision of this Agreement; or
  - (B) the validity or enforceability under the law of any other jurisdiction of that provision or of any other provision of this Agreement.
- 17.7.2 If any provision of this Agreement is or becomes invalid or unenforceable in any respect under the law of any relevant jurisdiction, but would be valid and enforceable if some part of the provision were deleted, the provision in question shall apply in respect of such jurisdiction with such deletion as may be necessary to make it valid and enforceable.

### 18. GOVERNING LAW

This Agreement and any Dispute shall be governed by, and construed in accordance with, English law.

### 19. DISPUTE RESOLUTION

- 19.1 Any Dispute shall be referred to and finally determined by arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC Rules).
- 19.2 This arbitration agreement shall be governed by English law.
- 19.3 The seat and place of the arbitration shall be London, England.
- 19.4 The language of the arbitration shall be English.

- 19.5 The number of arbitrators shall be three (3). The claimant or group of claimants shall nominate one arbitrator in the Request for Arbitration and the respondent or group of respondents shall nominate one arbitrator in the Answer. If either side fails to make a nomination, the ICC Court shall appoint the relevant arbitrator without affecting any nomination or confirmation of an arbitrator by the other side. The two arbitrators nominated by the Parties shall within fifteen (15) days of the confirmation of the second arbitrator jointly nominate a third arbitrator to act as presiding arbitrator. If the party-nominated arbitrators fail to agree, the ICC Court shall appoint the presiding arbitrator. If this Clause operates to exclude a Party's right to choose its own arbitrator, each Party irrevocably and unconditionally waives any right to do so.
- 19.6 No party may publish, disclose or communicate any documents or information relating to:
- 19.6.1 the arbitral proceedings under this Clause 19; or
- 19.6.2 any order or award made in those arbitral proceedings,
- save and to the extent that the party is required to make such disclosure to fulfil a legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority.
- 19.6.3 The Parties do not consent to the publication of any award made pursuant to this Clause 19.
- 19.6.4 Each Party agrees (i) to be joined to any arbitration commenced under any Related Agreement; (ii) to the consolidation of any two or more arbitrations commenced under any Related Agreement into a single arbitration; and (iii) that Disputes may be determined in a single arbitration together with disputes arising out of or in connection with any Related Agreement.
- 19.6.5 To the extent permitted by law, any right to appeal or challenge any arbitral decision or award, or to oppose enforcement of any such decision or award before a court or any governmental authority, is hereby waived by the Parties except with respect to the limited grounds for modification or non-enforcement provided by any applicable arbitration statute or treaty. The Parties waive any right to appeal under any applicable law including the Arbitration Act 1996 (UK), in so far as such waiver may be validly made.
- 19.6.6 This agreement to arbitrate shall be binding upon the Parties, their successors and assigns.

This Agreement has been executed by the Parties on the date shown above.



**SIGNED by**

\_\_\_\_\_

Name:

as attorney for and on behalf of  
**GTA FPSO COMPANY LTD**

}  
}  
}  
\_\_\_\_\_  
} (Signature of attorney for GTA FPSO  
Company Ltd)  
}  
}

**Appendix C**

**LEASE AGREEMENT**

(without attachments)



**Execution Version**

2021

**GTA FPSO COMPANY LTD**

and

**BP MAURITANIA INVESTMENTS LIMITED**

**FPSO LEASE AGREEMENT**

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THIS FPSO LEASE AGREEMENT (this "Agreement") is made on \_\_\_\_\_ 2021  
BETWEEN:

- (1) **GTA FPSO COMPANY LTD**, a company incorporated and registered in England and Wales (with company number 13311592) and whose registered office is Chertsey Road, Sunbury On Thames, Middlesex, United Kingdom, TW16 7BP (the "Lessor"), and
- (2) **BP MAURITANIA INVESTMENTS LIMITED**, a company incorporated and registered in England and Wales (with company number 10519279) and whose registered office is Chertsey Road, Sunbury On Thames, Middlesex, United Kingdom, TW16 7BP and with a registered branch in Mauritania with registration number 94860/GU/15869 ("BPMIL"), in its capacity as Unit Operator for itself and for and on behalf of the Upstream Parties (the "Lessee"),

(together the "Parties" and each a "Party").

**RECITALS:**

- (A) Pursuant to an FPSO Sale and Purchase Agreement dated on or around the date of this Agreement ("FPSO SPA"), the Lessee, for itself and for and on behalf of the Upstream Parties, has agreed to sell and the Lessor has agreed to purchase the FPSO in accordance with the terms thereof.
- (B) The Lessee now wishes to bareboat charter the FPSO from the Lessor on the terms and conditions herein.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

Each of the following words and expressions has the following meanings unless expressly stated otherwise:

**"Affiliate"** means, in relation to a person, another person that:

- (a) is directly or indirectly Controlled by such person;
- (b) directly or indirectly Controls such person; or
- (c) is directly or indirectly Controlled by a person that also directly or indirectly Controls such person;

**"Anti-Corruption Laws"** means all laws, rules and regulations of any jurisdiction concerning or relating to bribery and corruption that are directly applicable to the Lessee;

**"Anti-Money Laundering Laws"** means all laws, rules and regulations of any jurisdiction concerning or relating to money laundering, counter-terrorist financing or record keeping and reporting requirements that are directly applicable to the Lessee;

**"Approval"** means any authorisations, consents, approvals, permits, rulings, resolutions, licences, exemptions, filings, registrations and other authorisations, permissions or waivers, or similar documents of any nature, which are required to be obtained from and/or granted by any Governmental Authority;

**"Bill of Sale"** has the meaning given to it in the FPSO SPA;

**"Block C8 Owners"** means the parties from time to time that hold a participating interest in an amended and restated joint operating agreement dated 1 December 2014 in respect of exploration and production of hydrocarbons in Block C8, offshore Mauritania, which at the date of this Agreement are (i) BPMIL, (ii) Kosmos Energy Mauritania, and (iii) Societe Mauritanienne des Hydrocarbures;

**"BP Participants"** means BPMIL and BP Senegal Investments Limited;

**"Brought Forward Balance"** means, as at the first day of a Calendar Quarter, the amount equal to the result of the following calculation:

- (a) the FPSO Development Costs paid by the Lessor;
- (b) less the aggregate of the amount of all EPCI Damages Or Refunds received by the Lessor and the amount of all insurance proceeds received by the Lessor (and not paid by the Lessor to the Lessee) pursuant to Clause 11.3 or 12.1.2 (other than payments in respect of any losses suffered by Lessor arising from third party claims);
- (c) plus all Lease Interest accrued (and not capitalised as part of the FPSO Development Costs);
- (d) less all Lease Rental payments received by the Lessor,

in the case of:

- (i) each of limbs (a) to (c) above, up to and including the last day of the immediately preceding Calendar Quarter; and
- (ii) limb (d) above, up to and including the fifth (5<sup>th</sup>) Business Day of the current Calendar Quarter and such Lease Rental payments shall be deemed received on the last day of the immediately preceding Calendar Quarter in accordance with Paragraph 3.14 of Schedule 1;

**"Business Day"** means a day which is not a Saturday, Sunday or public holiday in London, England; Dakar, Senegal; or Nouakchott, Mauritania;

**"Calculation Agency and Registrar Agreement"** means the calculation agency and registrar agreement dated on or around the date of this Agreement and made between the Buyer and the agents named therein in respect of the Capital Securities;

**"Calculation Model"** means the financial model contained in the MS-Excel file named "M&S\_GTA\_FPSO Lease Calculation model\_v1\_23Jul21" (in the agreed form and contained on identical USB sticks distributed to each of the Parties on the date of this Agreement) as superseded from time to time by any Updated Calculation Model in accordance with the terms of this Agreement;

**"Calendar Quarter"** means:

- (a) for the first Calendar Quarter, the period commencing on the date of payment of the Initial Consideration and ending on the first to occur of 31 March, 30 June, 30 September and 31 December; and
- (b) for each subsequent Calendar Quarter, the three (3) consecutive months commencing 1 January and ending 31 March, commencing 1 April and ending 30 June, commencing 1 July and ending 30 September, or commencing 1 October and ending 31 December;

**"Capital Securities"** means all of the outstanding USD perpetual subordinated floating rate capital securities issued by the Lessor from time to time pursuant to the Subscription Agreement and in respect of which the Investor is the registered holder;

**"Capital Securities Conditions"** means the terms and conditions of the Capital Securities as endorsed on the certificate relating to the Capital Securities (including the schedules thereto), as amended from time to time in accordance with such terms and conditions;

**"Capital Securities Documents"** means the Capital Securities Conditions, the Put Option Deed, the Subscription Agreement and the Calculation Agency and Registrar Agreement;

**"Capital Securities Potential Put Event"** means a "Potential Put Event" as defined in the Put Option Deed;

**"Capital Securities Put Event"** means a "Put Event" as defined in the Put Option Deed;

**"Central Bank Rate"** means the short-term interest rate target set by the US Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time

or if that target is not a single figure, the arithmetic mean of the upper bound and lower bound ranges of that target;

**"Change of Control"** means, in relation to a person, a direct or indirect change in the Control of that person (whether through merger, spin-off, sale of shares or other equity interests or otherwise) through a single transaction or series of related transactions, involving one or more transferors and one or more transferees;

**"Classification Society"** means Bureau Veritas, or such other classification society which is a member of the International Association of Classification Societies, as may be agreed by the Parties from time to time;

**"Companies Act"** means the Companies Act 2006;

**"Conditions"** has the meaning given to it in Clause 3.1;

**"Confidential Information"** means, in respect of each Party:

- (a) the contents of this Agreement and any other agreement or arrangement contemplated by this Agreement; and
- (b) any information of whatever nature made available in any form (including in writing, orally, visually, electronically or by any other means) and which relates to the business, finances, assets, liabilities, dealings, know how, customers, suppliers, processes or affairs of the other Party or any of the other Party's group undertakings;

**"Consequential Loss"** means:

- (a) consequential loss; and/or
- (b) loss of production, loss of product, loss of use, loss of business and business interruption and loss of revenue, profit or anticipated profit whether direct or indirect,

resulting from the performance or non-performance of any obligation under this Agreement, any act of negligence, breach of contract or otherwise by a Party and whether or not such Party knew, or ought to have known, that such loss would be likely to be suffered as a result of such breach;

**"Contractor"** has the meaning given to it in the EPCI Contract;

**"Contractor's Warranties"** means the warranties and other performance commitments given by the Contractor under the EPCI Contract;

**"Control"** means the power of a person to secure, directly or indirectly, (whether by the holding of shares, possession of voting rights or by virtue of any other power conferred by the articles of association, constitution, partnership deed or other documents regulating another person or otherwise) that the affairs of such other person are conducted in accordance with his or its wishes and **"Controlled"** and **"Controlling"** shall be construed accordingly;

**"Conversion Rate"** means the rate published for the relevant date by the Bank of England on its "Statistical Interactive Database – daily spot rates" for the currency concerned versus Dollars (or any replacement Bank of England database), or if no such rate is provided for the relevant date, for the latest date prior to the relevant date for which a rate is provided;

**"Cure Period"** has the meaning given to it in Clause 19.2.1;

**"Default Rate"** means the rate of interest equal to the greater of:

- (a) six point five per cent (6.5%) per annum; and
- (b) three hundred and fifty (350) basis points above the Interest Rate on the last Business Day before the due date for payment and afterwards on the first Business Day of each succeeding calendar month,

provided that, in each case, if any resulting rate exceeds that permitted by any applicable Law, then the rate of interest to be charged shall be the maximum rate permitted by such applicable Law;

**"Delivery Date"** means the date on which the FPSO is delivered to the Lessor, which shall be the same day and time as specified in the duly executed Protocol of Delivery and Acceptance under the FPSO SPA;

**"Delivery Longstop Date"** has the meaning given to it in the FPSO SPA;

**"Disclosing Party"** has the meaning given to it in Clause 25.2;

**"Dispute"** means any dispute, claim, controversy or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity, subject matter, interpretation, negotiation, termination or enforceability, and any dispute, claim, controversy or difference regarding any non-contractual obligations arising out of or in connection with it;

**"Effective Date"** means the date upon which all of the Conditions have been satisfied in full or waived in accordance with this Agreement as determined in accordance with Clause 3.4.2;

**"Encumbrance"** means any claim, option, charge (fixed or floating), mortgage, lien, pledge, equity, encumbrance, right to acquire, right of pre-emption, right of first refusal, title retention or any other third party right, or other security interest or any other agreement or arrangement having a similar effect or any agreement to create any of the foregoing (and "Encumbrancer" shall mean any person that holds an Encumbrance);

**"Environmental Claim"** means any claim by any person which arises out of an Environmental Incident or which relates to any violation or alleged violation of an Environmental Permit or Environmental Law in connection with the FPSO;

**"Environmental Incident"** means:

- (a) any release of Environmentally Sensitive Material from the FPSO; or
- (b) any incident in which Environmentally Sensitive Material is released from a vessel other than the FPSO and which involves a collision between the FPSO and such other vessel or some other incident of navigation or operation, in either case, in connection with which the FPSO is actually or is reasonably likely to be arrested, attached, detained or injuncted and/or the FPSO and/or the Lessor and/or the Lessee and/or any sub-charterer and/or any operator or manager of the FPSO is at fault or allegedly at fault or otherwise liable to any legal or administrative action; or
- (c) any other incident in which Environmentally Sensitive Material is released otherwise than from the FPSO and in connection with which the FPSO is actually or is reasonably likely to be arrested and/or where the Lessor and/or the Lessee and/or any sub-charterer and/or any operator or manager of the FPSO is at fault or allegedly at fault or otherwise liable to any legal or administrative action;

**"Environmental Law"** means any law or regulation applicable to the FPSO or the use and employment of the FPSO by the Lessor and the Lessee relating to pollution or protection of the environment, to the carriage of Environmentally Sensitive Material or to actual or threatened releases of Environmentally Sensitive Material;

**"Environmental Permit"** means any Approval required under any Environmental Law for the operation of the FPSO;

**"Environmentally Sensitive Material"** means oil, oil products and any other substance (including any chemical, gas or other hazardous or noxious substance) which is or is capable of becoming polluting, toxic or hazardous;

**"EPCI Contract"** means the Contract for Engineering, Procurement and Construction (Including Transportation and Installation) for Tortue FPSO No. CW2184322, dated 26 February 2019, between BPMIL and Technip France S.A.;

**"EPCI Damages Or Refunds"** means the Damages Or Refunds (as defined in the FPSO SPA) that are paid by the Seller to the Buyer in accordance with clause 7.2 (*Damages or refunds received under the EPCI Contract*) of the FPSO SPA;

**"Event of Default"** has the meaning given to it in Clause 19.1;

**"Excess Funding"** has the meaning given to it in the FPSO SPA;

**"FPSO"** means a floating production, storage and offloading vessel to be constructed, transported and installed by the Contractor pursuant to the EPCI Contract;

**"FPSO Components"** means:

- (a) all outfit, machinery, equipment, spare parts, appliances, furniture, fittings, furnishings, appurtenances and stores needed to ensure the operability of the FPSO which are procured and delivered by the Contractor to the Lessee under the EPCI Contract and then by the Lessee to the Lessor under the FPSO SPA on Delivery Date; and
- (b) all substitutions, replacements and renewals of the same in or on the FPSO made pursuant to Clause 9.4;

**"FPSO Development Costs"** means all costs incurred by the Lessor in connection with the purchase, lease and completion of the FPSO including, for the avoidance of doubt and without double counting:

- (a) the Initial Consideration paid by the Lessor under the FPSO SPA;
- (b) the Remaining Consideration paid by the Lessor under the FPSO SPA;
- (c) any Excess Funding paid by the Lessor under the FPSO SPA (in its sole discretion);
- (d) any capitalised Lease Interest, being Lease Interest accrued but not paid prior to the Rental Payment Start Date;
- (e) the costs of financing such purchase, lease and completion of the FPSO (whether in respect of the Capital Securities, any refinancing thereof, or otherwise) including any arrangement fees, commitment fees, or other fees and expenses in connection therewith (but excluding interest other than capitalised Lease interest); and
- (f) the costs of administering the Lessor including general corporate costs, corporate service provider fees, legal and regulatory filing fees, legal and regulatory permitting fees, audit fees, or other fees and expenses in connection therewith;

**"FPSO Security Agreement"** has the meaning given to it in the FPSO SPA;

**"Government"** means in relation to either the Islamic Republic of Mauritania or the Republic of Senegal (as the case may be) its government and any political subdivision, agency or instrumentality thereof;

**"Governmental Authority"** means any government, nation, republic, state, province, territory or other jurisdiction of any nature, any political sub-division thereof, and any court or tribunal, regulatory commission, judicial, quasi-judicial authority or other person, exercising executive, legislative, judicial, regulatory or administrative functions of any of the foregoing (whether autonomously or not) with jurisdiction over the Parties, the Project, the FPSO, and the master, officer and crew on the FPSO;

**"Independent Accountants"** has the meaning given to it in Paragraph 5.1.2 of Schedule 1;

**"Initial Consideration"** has the meaning given to it in the FPSO SPA;

**"Initial Consideration Longstop Date"** has the meaning given to it in the FPSO SPA;

**"Initial Lease Rental Schedule"** has the meaning given to it in Paragraph 2 of Schedule 1;

**"Insolvency Event"** means, in respect of a person, the occurrence of any of the following:

- (a) **(Insolvency, etc.)** a final order being made by a court of competent jurisdiction in its country of incorporation for the winding-up of that person and such order not being discharged or stayed within a period of thirty (30) days from the date of order, or an effective resolution being passed for the winding-up of that person (except in each case for the purpose of a reconstruction or amalgamation); or
- (b) **(Administrative Order etc.)** an administrative or other receiver, administrator or liquidator or similar officer being appointed or an encumbrancer taking possession of all or a major part of the undertaking, property or assets of that person and not being paid out or discharged within sixty (60) days (excluding any period during

which such appointment or taking possession is being contested in good faith) after such appointment or taking possession; or

- (c) **(Cessation of Business)** that person ceases to carry on the whole or substantially the whole of its business (except for the purpose of a reconstruction or amalgamation) or that person stopping payment of its debts generally as they fall due or admitting inability to pay generally its debts as they fall due; or
- (d) **(Analogous Events)** anything analogous and having substantially similar effect to any of the events specified in paragraphs (a) to (c) happening and as the case may be continuing undischarged, unstayed or unpaid out for the period specified therein under the laws of the country of incorporation of that person;

**"Interest Rate"** means the Central Bank Rate applicable on the first day of the relevant period in respect of which the interest or incremental amount is to be calculated provided that if at any time the above calculations give rise to a rate less than zero, the Interest Rate shall be deemed to be zero. If the first day of the relevant period is not a Business Day then the rate to be used is that for the most recent Business Day preceding the first day of the relevant period. For periods longer than one month, the Interest Rate will be reset monthly on the numerically corresponding day in each subsequent calendar month except that if the numerically corresponding day in a subsequent calendar month is not a Business Day, the Interest Rate will be reset on the next Business Day in that calendar month if there is one, or if there is not, on the immediately preceding Business Day. All interest is calculated on the basis of a three hundred and sixty five (365) day year and for the actual number of days elapsed;

**"Intra-Unit Participants Agreement"** means the agreement entered into among the Upstream Parties dated on or around the date of this Agreement in respect of various arrangements relating to the transactions contemplated by the Transaction Documents;

**"Investor"** means Laurisilva Designated Activity Company, a company incorporated under the laws of the Republic of Ireland with registered number 691879 and registered office currently at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland;

**"Law"** means any laws, statutes, legislation, notes, regulations, ordinances, orders, decrees, judgments, injunctions, stipulations, writs, directives, consents, agreements, decisions or notifications, in each case having the force of law issued by a Governmental Authority with jurisdiction over the matter in question;

**"Lease Guarantee"** means a guarantee and indemnity granted by the Lease Guarantor in favour of the Lessor covering the Lessee's financial obligations under this Agreement, an agreed form of which is set out in Schedule 2;

**"Lease Guarantor"** means the entity providing the Lease Guarantee, which at the date of this Agreement is BP International Limited;

**"Lease Interest"** means interest on the Brought Forward Balance from time to time, which shall accrue at the Lease Interest Rate:

- (a) in the case of any FPSO Development Costs paid by the Lessor in the first Calendar Quarter, from the date of which such FPSO Development Costs were paid; and
- (b) in the case of all other net amounts factored into the Brought Forward Balance, from the day immediately following the last day of the Calendar Quarter in which such amounts were paid, accrued or capitalised (as applicable),

in each case until the date of determination in accordance with this Agreement;

**"Lease Interest Rate"** means the interest rate at which interest accrues on the principal amount of the Capital Securities (excluding any interest on deferred interest) from time to time plus 2% per annum;

**"Lease Rental"** means, in respect of each Payment Date, the amount of the lease rental relating to that Payment Date set out in column (B) in the then current Lease Rental Schedule;

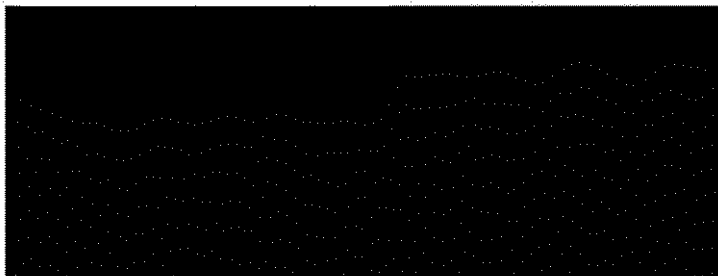


**"Lease Rental Schedule"** means the Initial Lease Rental Schedule as superseded from time to time by any Updated Lease Rental Schedule in accordance with the terms of this Agreement;

**"Legal Reservations"** means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Acts 1980 or the Foreign Limitation Period Act 1984, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) similar principles, rights and defences under the laws of any relevant jurisdiction; and
- (d) any other matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinion in respect of this Agreement or the Lease Guarantee;

**"Lessor's Bank Account"** means



or such other bank account as may from time to time be notified by the Lessor to the Lessee by no less than five (5) Business Days' prior notice;

**"Lessor Party"** means the Lessor, its successors and assigns, its shareholders and Affiliates and their respective officers, agents and employees;

**"Local Taxes"** has the meaning given to it in Clause 23.1.1;

**"Losses"** means all losses, costs, charges, expenses, fees, payments, liabilities, penalties, fine, damages, injuries, claims, demands, awards, judgments or other sanctions of a monetary nature;

**"Major Casualty"** means, in respect of the FPSO, any casualty to it in respect of which the claim or the aggregate of the claims against all insurers, before adjustment for any relevant franchise or deductible, exceeds four hundred million US Dollars (USD 400 million) or the equivalent in any other currency;

**"Maritime Registry"** means the maritime registry of Panama, or such other registry as may be agreed from time to time by the Parties;

**"Material Adverse Effect"** means any event or circumstance which has, or would be expected to have, a material adverse effect on the ability of the Lessee to perform all of its payment obligations or other material obligations under this Agreement up to the end of the Term;

**"Mortgage"** has the meaning given to it in the FPSO SPA;

**"Non-Payment Event"** has the meaning given to it in the FPSO SPA;

**"Obligatory Insurances"** has the meaning given to it in Clause 11.1;

**"Operation Site"** means the offshore location close to the international border between Mauritania and Senegal where the FPSO will be moored and operated, or such other site as agreed by the Parties;

**"Operator"** means:

- (a) the Lessee or an Affiliate of the Lessee nominated by the Lessee as the commercial and/or technical managers or operator of the FPSO; or
- (b) any other commercial and/or technical managers or operator of the FPSO as the Lessee may appoint subject to the Lessor's prior written approval (such approval not to be unreasonably withheld);

**"Option MOA"** means a memorandum of agreement relating to the sale and purchase of the FPSO following the exercise or deemed exercise of a Put Option or a Purchase Option which is in the same or substantially similar form to the memorandum of agreement set out in Schedule 3;

**"Payment Date"** means each of the dates set out in column (A) of the Lease Rental Schedule upon which Lease Rental is to be paid by the Lessee to the Lessor in accordance with Clause 5;

**"Permitted Encumbrances"** means:

- (a) Encumbrances created by the Transaction Documents;
- (b) Encumbrances created by the FPSO Security Agreement and the Mortgage;
- (c) liens for unpaid master's and crew's wages in accordance with usual maritime practice;
- (d) liens for salvage;
- (e) liens for master's disbursements incurred in the ordinary course of the Lessee's business; and
- (f) any other lien arising by operation of law or otherwise in the ordinary course of the operation, repair or maintenance of the FPSO and not as a result of any default or omission by the Lessee;

**"Prepayment"** has the meaning given to it in Clause 5.4;

**"Prohibited Person"** means a person that is listed on a Sanctions List, a person that is 50 per cent or more owned, directly or indirectly, or controlled by one or more persons on a Sanctions List or a person that is organised or resident in a country that is subject to Sanctions;

**"Project"** means an LNG export project for the development of the Unit Area including the first phase of development of ultra-deep-water natural gas wells and subsea gathering/delivery facilities, a floating production, storage and offloading vessel, a domestic natural gas supply connection for Mauritania, a domestic natural gas supply connection for Senegal, a feed gas supply pipeline, the LNG Hub facilities and the FLNG facility, and any future expansions thereof;

**"Protocol of Delivery and Acceptance"** has the meaning given to it in the FPSO SPA;

**"PSCs"** means:

- (a) the hydrocarbon exploration and production contract covering the Saint-Louis Offshore Profond Block Contract Area offshore Senegal signed on 17 January 2012 and effective 19 June 2012; and
- (b) the exploration and production contract covering the Block CB Contract Area offshore Mauritania signed on 5 April 2012 and effective 15 June 2012;

**"Purchase Option"** means the option granted by the Lessor to the Lessee to purchase the FPSO pursuant to Clause 21;

**"Purchase Option Notice"** has the meaning given to it in Clause 21.1.1;

**"Purchase Option Price"** has the meaning given to it in Clause 21.1.2;

**"Put Option"** means the option granted by the Lessee to the Lessor to require the Lessee to purchase or to procure purchasers for the FPSO pursuant to Clause 20;

**"Put Option Deed"** means the put option deed dated on or around the date of this Agreement and made between the Lease Guarantor and the Investor with respect to the Capital Securities;

**"Put Option Notice"** has the meaning given to it in Clause 20.4.2;

**"Put Option Price"** has the meaning given to it in Clause 20.3.1(B);

**"Related Agreement"** means each of this Agreement and the FPSO SPA;

**"Remaining Consideration"** has the meaning given to it in the FPSO SPA;

**"Rental Payment Start Date"** means the last day of a Calendar Quarter in which the Delivery Date or (in the case where the Lessee elects to commence to pay the Lease Rental in accordance with Clause 4.2.4(A)) the Delivery Longstop Date, whichever is earlier, falls;

**"Representative"** means, in relation to each Party, that Party's officers, employees, Affiliates, advisers, auditors, bankers, actual or potential providers of finance or insurance, rating agents, consultants, agents, and actual or potential contractors; and, in relation to the Lessor, shall also include the Investor and its actual or potential providers of finance;

**"Saint Louis Offshore Profond Block Owners"** means the parties from time to time that hold a participating interest in a joint operating agreement dated 26 September 2012 in respect of exploration and production of hydrocarbons in the Saint Louis Offshore Profond Block, offshore Senegal, which as at the date of this Agreement are (i) BP Senegal Investments Limited, (ii) Kosmos Energy Investments Senegal Limited, and (iii) La Holding, Société des Pétroles du Sénégal S.A.;

**"Sanctioning Body"** means the respective governmental institutions and agencies responsible for administering, enacting or enforcing Sanctions of any of the following jurisdictions:

- (a) the United Nations;
- (b) the European Union;
- (c) the federal government of the U.S.; or
- (d) the United Kingdom;

**"Sanctions"** means any trade, economic or financial sanctions laws, regulations or similar restrictive measures (to the extent that such restrictive measures have the force of law) enacted, administered, enforced or imposed by a Sanctioning Body in each case directly applicable to the Lessee;

**"Sanctions List"** means the following as may be applicable to the Lessee:

- (a) the Consolidated United Nations Security Council Sanctions List;
- (b) the Specially Designated Nationals and Blocked Persons list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC);
- (c) the Consolidated List of Financial Sanctions Targets maintained by Her Majesty's Treasury; and
- (d) the Consolidated List of persons, Groups and Entities subject to European Union financial sanctions;

**"Standard Practices"** means:

- (a) if BPMIL or any of its Affiliates is the Lessee, the internal standards applied by BPMIL and its Affiliates for the operation of vessels of equivalent technical specification to the FPSO; or
- (b) if an entity other than BPMIL or any of its Affiliates is the Lessee, the applicable operating standards of such entity and its Affiliates provided they are in accordance with good oilfield practices;

**"Subscription Agreement"** means the subscription agreement dated on or around the date of this Agreement and made between the Lessor and the Investor in respect of the Capital Securities;

**"Tax"** or **"Taxes"** means all existing or future taxes, corporate income tax or gross revenue taxes, personal income tax, employment taxes and social charges, national insurance, sales taxes, property taxes, impost, duties, customs duties, levies, withholding taxes, fees, stamp duties, mandatory contributions, charges and other assessments in the nature of taxes;

**"Tax Deduction"** means a deduction or withholding for or on account of Tax from a payment under this Agreement;

**"Term"** has the meaning given to it in Clause 2.1;

**"Termination Notice Date"** has the meaning given to it in Clause 20.3.1;

**"Termination Sum"** has the meaning given to it in Clause 20.3.1(A)

**"Total Loss"** means:

- (a) actual, constructive, compromised, agreed or arranged total loss of the FPSO; or
- (b) any expropriation, confiscation, requisition, nationalisation, seizure or acquisition of the FPSO, whether for full consideration, a consideration less than its proper value, a nominal consideration or without any consideration, which is effected by any Governmental Authority or by any person or persons claiming to be or to represent a Governmental Authority (excluding a requisition of the FPSO for hire for a fixed period not exceeding one year without any right to an extension); or
- (c) any condemnation, arrest, confiscation, capture, seizure, taking in execution, impounding, forfeiture, or detention of the FPSO (including any hijacking or theft), or purported exercise of any possessory lien or other claim by a creditor of the FPSO, unless it is within 60 days redelivered to the full control of the Lessee;

**"Transaction Document"** means each of:

- (a) the FPSO SPA;
- (b) this Agreement; and
- (c) the Lease Guarantee;

**"Unit Area"** means the area defined as such in the UUOA;

**"Unit Operator"** means the person or persons appointed from time to time as the operator of the Unit Area in accordance with the UUOA;

**"Updated Calculation Model"** has the meaning given to it in Paragraphs 4.3, 5.1 or 5.7 (as applicable) of Schedule 1;

**"Updated Lease Rental Schedule"** has the meaning given to it in Paragraphs 4.3, 5.1 or 5.7 (as applicable) of Schedule 1;

**"Upstream Parties"** means the Block C8 Owners and the Saint Louis Offshore Profound Block Owners as parties to the UUOA;

**"USD"** or **"US Dollars"** means available and freely transferable and convertible funds in lawful currency of the United States of America;

"UUOA" means the Unitisation and Unit Operating Agreement covering the Greater Tortue/Ahmeyim Unit dated 9 February 2019 and entered into between the Upstream Parties; and

"War Risks" means any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorism, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Governmental Authority of any state, which may be dangerous or are likely to be or to become dangerous to the FPSO, her cargo, crew or other persons on board the FPSO.

**1.2 Definitions incorporated from Companies Act 2006**

In this Agreement including the Recitals, words and expressions defined in the Companies Act bear the same meaning as in that Act unless expressly stated otherwise.

**1.3 References to this Agreement and other agreements**

In this Agreement, except where the context otherwise requires:

- 1.3.1 a reference to this Agreement includes a reference to the Schedules to it, each of which forms part of this Agreement;
- 1.3.2 a reference to a Clause or Schedule (other than to a schedule to a statutory provision) is a reference to a Clause or Schedule (as the case may be) of, or to, this Agreement and reference to a paragraph is to a paragraph of the relevant Schedule;
- 1.3.3 the contents page and headings are for convenience only and shall not affect the interpretation of this Agreement;
- 1.3.4 a reference to this Agreement includes this Agreement as amended or supplemented in accordance with its terms;
- 1.3.5 a reference to any other agreement or instrument (other than an enactment or statutory provision) is to such other agreement or instrument as from time to time amended, varied, supplemented, substituted, novated or assigned otherwise than in breach of this Agreement; and
- 1.3.6 references to documents "in the agreed form" or any similar expression shall be to documents agreed between the Parties, annexed to this Agreement and initialled for identification by, or on behalf of, each Party.

**1.4 Singular, plural and gender**

Words in the singular include the plural and vice versa and a reference to one gender includes other genders.

**1.5 References to persons and companies**

In this Agreement, except where the context otherwise requires:

- 1.5.1 a reference to a person includes a reference to any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- 1.5.2 a reference to a company includes any company, corporation or other body corporate wherever and however incorporated or established; and

- 1.5.3 a reference to an individual includes that individual's estate and personal representatives.

## 1.6 References to legislation and legal terms

In this Agreement, except where the context otherwise requires:

- 1.6.1 a reference to an enactment or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment or statutory provision and is a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, modified, incorporated or reproduced and to any enactment, statutory provision or subordinate legislation that from time to time (with or without modifications) re-enacts, replaces, consolidates, incorporates or reproduces it; and
- 1.6.2 a reference to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept includes what most nearly approximates the English legal term in any jurisdiction other than England to the extent that such jurisdiction is relevant to the transactions contemplated by this Agreement.

## 1.7 Includes and including

In this Agreement, except where the context otherwise requires:

- 1.7.1 the words and phrases "includes", "including", "in particular" (or any terms of similar effect) shall not be construed as implying any limitation; and
- 1.7.2 general words shall not be given a restrictive meaning because they are preceded or followed by particular examples.

## 1.8 To the extent that

In this Agreement, except where the context otherwise requires, the phrase "to the extent that" is used to indicate an element of degree and shall mean "to the extent that" and not solely "if", and similar expressions shall be construed in the same way.

## 1.9 Writing

A reference to writing includes any modes of reproducing words in any legible form and, except where expressly stated otherwise, shall include email.

## 2. TERM AND EFFECTIVENESS

### 2.1 Term

The term ("Term") of this Agreement shall commence from the Effective Date and, unless terminated earlier in accordance with its terms, shall end on the fifteenth (15<sup>th</sup>) anniversary of the Rental Payment Start Date.

### 2.2 Effectiveness of this Agreement

Upon execution of this Agreement, Clauses 1 (*Definitions and Interpretation*), 2 (*Term and Effectiveness*), 3 (*Conditions Precedent*), 18 (*Exclusion of Consequential Loss*), 20 (*Termination*), 22 (*Representations and Warranties*), 23 (*Tax*), 24 (*Status of Lessee*), 25 (*Confidentiality*), 27 (*Entire Agreement*), 28 (*Miscellaneous*), 29 (*Governing Law*), 30 (*Dispute Resolution*) shall come into full force and effect. All other Clauses of this Agreement shall come into full force and effect on the Effective Date.

**3. CONDITIONS PRECEDENT**

**3.1 Conditions**

This Agreement shall come into full force and effect after all of the following conditions ("Conditions") are satisfied or waived:

- 3.1.1 payment of the Initial Consideration under FPSO SPA having taken place in accordance with its terms;
- 3.1.2 the Intra-Unit Participants Agreement having come into full force and effect in accordance with its terms;
- 3.1.3 all material government and other regulatory Approvals and third party consents to consummate the transactions contemplated under this Agreement having been obtained and being in full force and effect; and
- 3.1.4 the Lease Guarantee being executed by all the parties thereto and being in full force and effect.

**3.2 Waiver**

The Parties may, by mutual agreement, waive any of the Conditions in whole or in part at any time on or before the Initial Consideration Longstop Date.

**3.3 Satisfaction of Conditions**

Promptly following the date of this Agreement:

- 3.3.1 the Lessor and the Lessee shall use all reasonable endeavours to satisfy or procure the satisfaction of Conditions set out in Clauses 3.1.1 and 3.1.4 as soon as possible and in any event on or before the Initial Consideration Longstop Date; and
- 3.3.2 the Lessee shall use all reasonable endeavours to satisfy or procure the satisfaction of each of Conditions set out in Clauses 3.1.2 and 3.1.3 not already satisfied or waived as soon as possible and in any event on or before the Initial Consideration Longstop Date.

**3.4 Notification of satisfaction of Conditions**

- 3.4.1 The Parties shall keep each other regularly informed as to the progress towards achieving satisfaction of their respective Conditions.
- 3.4.2 Immediately following satisfaction or waiver of all of the Conditions the Lessor shall serve a written notice to the Lessee, confirming that all the Conditions have been satisfied or waived and this Agreement shall come into full force and effect on the date of such written notice (and such date shall be deemed the Effective Date).

**3.5 Failure to Satisfy Conditions**

- 3.5.1 If the Condition in Clause 3.1.1 has not been satisfied in full or waived in accordance with Clause 3.2 on or before the Initial Consideration Longstop Date, the provisions of clause 5.2 (*Payment of the Initial Consideration*) of the FPSO SPA and Clause 20.1 of this Agreement shall apply.
- 3.5.2 If any of the Conditions in Clauses 3.1.2, 3.1.3 or 3.1.4 have not been satisfied in full or waived in accordance with Clause 3.2 on or before the Initial Consideration Longstop Date, the Lessor may give notice to the Lessee that it wishes to terminate this Agreement, in which case Clause 20.1 of this Agreement shall apply.

**4. DELIVERY**

**4.1 Time and Place of Delivery**

- 4.1.1 The Lessor's obligations to deliver the FPSO to the Lessee under this Agreement are conditional upon each of the Lessor and Lessee delivering a duly executed

Protocol of Delivery and Acceptance to the other in accordance with the terms of the FPSO SPA.

4.1.2 At the same date, time and place the FPSO is delivered to, and accepted by, the Lessor in accordance with the Protocol of Delivery and Acceptance under the FPSO SPA, the Lessee shall be deemed to have taken delivery of the FPSO under this Agreement.

4.1.3 The Lessee agrees that it shall have no rights to refuse to accept delivery of the FPSO under this Agreement and the Lessor has no rights to refuse to deliver the FPSO to the Lessee under this Agreement once the FPSO is delivered to the Lessor under the FPSO SPA.

#### 4.2 Delay in Delivery

4.2.1 The Lessor shall not be responsible or liable for any delay in delivery of the FPSO to the Lessee under this Agreement.

4.2.2 If the Lessee (as Seller under the FPSO SPA) anticipates that, notwithstanding the exercise of due diligence by it, the FPSO will not be ready for delivery by the Delivery Longstop Date, it shall give notice to the Lessor (as Buyer under the FPSO SPA) stating that there will be delay in delivery and specifying the reasons for such delay and the reasonable steps taken by the Seller to remedy such delay.

4.2.3 If the Delivery Longstop Date is adjusted in accordance with clause 8.2.2 (*Delay in Delivery*) of the FPSO SPA, this Agreement shall continue in full force and effect, and the Lease Rental Schedule shall be adjusted in accordance with Paragraph 3.10 of Schedule 1.

4.2.4 If the FPSO is not ready for delivery under clause 8.1.1 (*Delivery*) of the FPSO SPA by the Delivery Longstop Date (as may be adjusted in accordance with clause 8.2.2 (*Delay in Delivery*) of the FPSO SPA) then the Lessee shall either:

(A) commence to pay the Lease Rental in accordance with Clauses 5, 6, and Schedule 1 (notwithstanding that delivery of the FPSO hereunder has not taken place); or

(B) give notice to the Lessor (as Buyer under the FPSO SPA and Lessor under this Agreement) that it wishes to terminate the FPSO SPA and this Agreement in which case clause 11 (*Termination*) of the FPSO SPA and Clause 20 of this Agreement shall apply.

#### 4.3 No Warranties

4.3.1 Without prejudice to any rights that the Lessor or the Lessee may have against the Contractor, the Lessee accepts the FPSO under this Agreement in the condition in which it is found on the Delivery Date, on an "as is, where is" basis.

4.3.2 The Lessor makes no condition, term, representation or warranty, express or implied (and whether statutory or otherwise) as to title (except for legal title in the name of the Lessor to the extent transferred to the Lessor pursuant to the FPSO SPA), seaworthiness, merchantability, condition, design, operation, performance, capacity or fitness for use of the FPSO or as to the eligibility of the FPSO for any particular trade or operation or any other condition, term, representation or warranty, express or implied, with respect to the FPSO.

4.3.3 Delivery of the FPSO to the Lessee under this Agreement shall be conclusive proof that, for the purpose of the obligations and liabilities of the Lessor under this Agreement or in connection herewith, the FPSO is at that time seaworthy in accordance with the provisions of this Agreement, in good working order and repair and without defect or inherent vice whether or not discoverable by the Lessee and free and clear of all Encumbrances which have been created by the Lessor.



- 4.3.4 The Lessee acknowledges that it has made the selection of the FPSO, including the location, design, materials and any contractors used with respect to the FPSO, based on its own judgement and has or will satisfy itself as to: (i) the compliance of the FPSO with its description under this Agreement as well as its condition, specifications, quality, fitness for purpose and safety; (ii) the validity of any manufacturer's or supplier's warranties or guarantees; and (iii) the non-infringement of any patents, and in every other necessary respect. The Lessee expressly disclaims any reliance upon the skill or judgment of or any statement or representation made by Lessor. Further, the Lessee acknowledges that it has specifically requested the Lessor to acquire and lease the FPSO to it in whatever condition the FPSO may be at the time Lessor acquires the FPSO and leases the FPSO under this Agreement.
- 4.3.5 The Lessee hereby waives all of its rights in respect of any condition, term, representation, or warranty express or implied (and whether statutory or otherwise) on the part of the Lessor and all its claims against the Lessor howsoever the same may arise at any time in respect of the FPSO or the Lessor's title thereto or rights therein (except in respect of the representation given by the Lessor in Clause 22.2.5) or arising out of the operation or performance of the FPSO and the chartering thereof under this Agreement (including in respect of the seaworthiness or otherwise of the FPSO) and, in particular and without prejudice to the generality of the foregoing, the Lessor shall be under no liability arising in respect of any Losses in respect of the injury, death, loss, damage or delay of or to or in connection with any person or property, whether on board the FPSO or elsewhere, irrespective of whether or when or where such injury, death, loss, damage or delay shall arise or of whether it shall arise as a result of the FPSO not being seaworthy or otherwise or of whether or not the FPSO or any part thereof is in the possession or under the control of the Lessee.
- 4.3.6 The Lessor shall be under no liability to supply any replacement vessel or any piece or part thereof during any period when the FPSO is unusable and shall not be liable to the Lessee or any other person as a result of the FPSO being unusable, and if any latent defect should occur, same to be repaired by the Lessee at its cost and time.
- 4.4 Inventories, FPSO Components**
- 4.4.1 The Lessee shall or shall procure that the Contractor shall make a complete inventory of the FPSO Components on or before the Delivery Date. The Lessor shall have the right but not the obligation to join with the Lessee in the making of the complete inventory.
- 4.4.2 All FPSO Components including any bunkers, lubricating oil, water and unbroached provisions, paints, oil, ropes and other consumable stores on the FPSO that are transferred to the Lessor pursuant to the terms of the FPSO SPA shall be deemed to be transferred to the Lessee simultaneously, at no cost to the Lessee, on delivery of the FPSO to the Lessee in accordance with this Clause 4 on an "as is where is" basis and without any liability on the Lessor to the Lessee.
- 5. LEASE RENTAL AND PREPAYMENT**
- 5.1 Subject to Clauses 3 and 4.2.4(B), the Lessee shall pay to the Lessor on each Payment Date during the Term of this Agreement, the relevant Lease Rental, in accordance with the Lease Rental Schedule.
- 5.2 The lease of the FPSO is granted by the Lessor to the Lessee subject to the timely payment in full by the Lessee of all amounts payable by the Lessee under this Agreement and in relation to all such amounts, time is of the essence.
- 5.3 For the avoidance of doubt, the Lessor shall not be liable for any costs or expenditures arising from the operation or maintenance of the FPSO during the Term and any such costs or expenditures shall be borne by the Lessee.

- 5.4 From the Effective Date the Lessee shall be entitled to make a payment of all or part of any Lease Rental set out in the Lease Rental Schedule prior to the Payment Date of such Lease Rental (a "Prepayment"). If the Lessee exercises its right under this Clause 5.4 to make a Prepayment, it shall notify the Lessor of the amount of such Prepayment at least fifteen (15) Business Days in advance of making the Prepayment. Upon receipt of a Prepayment, the Lessor shall adjust the Lease Rental Schedule in accordance with Paragraph 3.16 of Schedule 1.

## 6. PAYMENTS

### 6.1 Manner of Payments

- 6.1.1 Notwithstanding anything to the contrary contained in this Agreement, the Lease Rental and all other payments to be made by the Lessee under this Agreement (whether by way of rental or otherwise) shall be made in USD in funds with the same day value to the Lessor's Bank Account for the account of the Lessor under reference to the FPSO's name.
- 6.1.2 Any payment under this Agreement which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the immediately preceding Business Day (if there is not).

### 6.2 Unconditional Payments

- 6.2.1 All payments to be made by the Lessee under this Agreement shall be made, subject to Clause 23.2, free and clear of any withholding or deduction for, or on account of, any present or future income, freight, stamp and other taxes, levies, imposts, duties, fees, charges, restrictions or conditions of any nature.
- 6.2.2 The obligation of the Lessee to pay the Lease Rental and all other sums payable under this Agreement (including, but not limited to, the Termination Sum, Put Option Price and any premiums payable in respect of the Obligatory Insurances pursuant to Clause 11.5) is absolute and unconditional and shall not be subject to any right of set-off, counterclaim, defence, suspension, deferment or reduction. The Lessee shall not have any right to be released, relieved, or discharged from its obligation to pay the Lease Rental under this Agreement by any circumstances, including:
- (A) any right of set-off, counterclaim, recoupment, defence or other right which the Lessee may at any time have, or may become entitled to, against the Lessor or any other person for any reason;
  - (B) any change, extension, indulgence or other act or omission in respect of any indebtedness or obligation of the Lessee, or any sale, exchange, release or surrender of, or other dealing in, any security for any such indebtedness or obligation;
  - (C) any title defect or Encumbrance or any dispossession of the FPSO by title paramount or otherwise;
  - (D) any defect in the condition, design, operation, merchantability, seaworthiness or fitness for use or purpose of the FPSO (whether or not covered by the Contractor's Warranties), or the ineligibility of the FPSO for any particular trade or use, any unavailability of the FPSO for registration or documentation under the laws of any relevant jurisdiction;
  - (E) any damage to or loss (including any Total Loss), destruction, capture, seizure, judicial attachment or arrest, forfeiture or marshal's or other sale of the FPSO;
  - (F) any libel, attachment, levy, detention, sequestration or taking into custody of the FPSO or any restriction or prevention of or interference with or interruption or cessation in the use or possession thereof by the Lessee for

any reason, or any inability to engage in any particular trade or employment for any reason;

- (G) any failure or delay on the part of a Party, whether with or without fault on its part, in performing or complying with this Agreement or the Lease Guarantee;
- (H) any Insolvency Event occurring in relation to the Lessor, the Lessee or the Lease Guarantor,

whether or not the Lessee shall have notice or knowledge of any of the foregoing, it being the declared intention of the Parties that the obligations of the Lessee to pay the Lease Rental and all other sums payable under this Agreement shall survive any frustration and the Lessee hereby waives any right which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate or cancel this Agreement or the lease of the FPSO due to the occurrence of the foregoing other than in accordance with the terms of this Agreement, the terms of this Agreement prevailing over any applicable Law, to the extent permitted by such applicable Law. Subject to the right of the Lessee to disagree with and dispute a Draft Updated Calculation Model or Draft Updated Lease Rental Schedule under Paragraph 5 of Schedule 1, the Lessee shall not seek to recover all or any part of the Lease Rental or any other payments made by the Lessee under this Agreement from the Lessor for any reason.

- 6.2.3 Without prejudice to the Lessee's obligations under Clauses 5.1 and 6.2.2, a notice signed by a duly authorised representative of the Lessor which states that a specified amount or aggregate amount is due shall, in the absence of manifest error, be binding on the Lessee and require payment of the specified amount or aggregate amount by the Lessee subject to the Lessee's right under Paragraph 5 of Schedule 1 to dispute such amount or aggregate amount paid by the Lessee to the Lessor. The Parties acknowledge and agree that if, in respect of any Payment Date, the Lease Rental specified in such notice is different from the Lease Rental specified in the Lease Rental Schedule, such discrepancy shall constitute a "manifest error" for the purposes of this Clause 6.2.3.

### 6.3 Default Interest

If the Lessee fails to make payment in full when due of any amount under this Agreement on the exact date for payment thereof, the Lessee shall, on demand of the Lessor, pay interest on such amount which shall accrue from day to day and be compounded at the Default Rate from (and including) the day immediately following its due date for payment until (but excluding) the date of actual payment in full thereof.

## 7. FLAG AND CLASSIFICATION

### 7.1 Registration of Flag

On the Delivery Date, the FPSO shall be registered in the name of the Lessor under the flag of the Maritime Registry.

### 7.2 Classification

7.2.1 On the Delivery Date, the FPSO shall be properly classed for a vessel of its type and class within the Classification Society.

7.2.2 If the FPSO maintains class after delivery, all costs and expenses (including legal costs and expenses) arising in connection with the class of the FPSO or in connection with the maintenance of such class shall be borne by the Lessee.

### 7.3 Name and markings

The Lessee undertakes not to change the name or any markings of the FPSO during the Term of this Agreement except with the Lessor's prior written consent.

## **8. USAGE RESTRICTIONS**

- 8.1 The FPSO shall be employed exclusively for the development and operation of the Project at the Operation Site and for any other activities contemplated under the UUOA. If the Lessee intends to employ the FPSO or suffer the FPSO to be employed at other sites or for purposes other than developing and operating the Project, it shall obtain the Lessor's prior written consent.
- 8.2 The Lessee undertakes not to employ the FPSO or suffer the FPSO to be employed otherwise than in conformity with the Standard Practices.
- 8.3 The Lessee undertakes not to employ the FPSO, or suffer her employment:
  - 8.3.1 in any trade or business other than the production, receipt, loading, off-loading, processing and storage of hydrocarbons;
  - 8.3.2 in any way or in any activity which is prohibited or unlawful under any applicable Law;
  - 8.3.3 in storing illicit or prohibited goods;
  - 8.3.4 in any territory in respect of which insurance cover is not available or in any manner which is or is likely to be outside the scope and cover of the insurances;
  - 8.3.5 in loading or carrying nuclear fuel or radioactive products or waste, save for radio-isotopes used or intended to be used for any industrial, commercial, medical or scientific purposes, and in respect of which the Lessee has obtained, prior to the loading thereof, appropriate insurance cover;
  - 8.3.6 in any manner which is likely to render (i) the Lessor liable to penalties or (ii) the FPSO liable to be condemned by a prize court or destroyed, seized or confiscated by any person, body or state; or
  - 8.3.7 if there are hostilities in any part of the world (whether declared or not), in carrying contraband goods in such parts.

## **9. MANAGEMENT, OPERATION AND MAINTENANCE**

### **9.1 Management**

- 9.1.1 The technical and commercial management of the FPSO shall be the responsibility of the Lessee from the Delivery Date and for the remainder of the Term.
- 9.1.2 The Lessee shall undertake all the commercial and/or technical management of the FPSO and the Lessee shall not engage any person who is not an Affiliate of the Lessee to be an Operator of the FPSO without the prior written consent of the Lessor (which shall not be unreasonably withheld or delayed). Without prejudice to the foregoing, the Lessee may engage specialist subcontractors and consultants to support the operation and maintenance of the FPSO.

### **9.2 Operation and maintenance**

- 9.2.1 The Lessee shall at its own expense and by its own procurement man, victual, navigate, operate, supply, fuel and, whenever required, repair the FPSO and shall pay all charges and expenses of any kind and nature incidental to its use and operation of the FPSO under this Agreement. The manager, officers and crew of the FPSO shall be the servants of the Lessee for all purposes.
- 9.2.2 The Lessee undertakes (at its own expense) to keep the FPSO and the FPSO Components in a good state of repair, in efficient operating condition, in accordance with good commercial maintenance practice and in line with the Standard Practices.
- 9.2.3 The Lessee shall at all times ensure the FPSO is operated in compliance with all applicable Laws, international and port state conventions, codes and regulations and ensure such compliance by the crews, employees, agents and representatives of the Lessee and the manager of the FPSO.

9.2.4 The Lessee shall submit the FPSO, at its own expense, to all periodic or annual checks, departure visits and inspections, tests and surveys required by applicable Law or prudent practice, and in order to maintain its classification (fair wear and tear excepted) if the FPSO maintains class after delivery. The Lessee shall notify the Lessor of any material performance tests in relation to the FPSO (whether any such test is to be conducted on or off the FPSO). Copies of reports of those surveys shall be provided promptly to the Lessor if it so requests, provided that the Lessor shall only be permitted to request copies of the survey reports once each Calendar Quarter. The Lessee shall allow the Lessor or its authorised representatives to attend any such tests.

9.2.5 Without prejudice to Clause 9.2.4, the FPSO (and all and any part thereof including the FPSO Components, tanks, tank tops, hull, topside, water ballast tanks and void space, and machinery space coating) shall be kept in such condition as may be reasonably expected by a prudent operator and in line with the Standard Practices. The FPSO's inventory of entire equipment and FPSO Components shall be kept in working condition in accordance with the respective maker's instruction or design.

### 9.3 Contractor's Warranties

9.3.1 The Lessor authorises the Lessee to exercise any and all rights under the Contractor's Warranties and to arrange for any repair or works covered by the Contractor's Warranties to be performed in accordance with the Contractor's Warranties.

9.3.2 Upon written request by the Lessor, the Lessee shall advise the Lessor of any claim(s) made under the Contractor's Warranties and provide the Lessor with a progress report with regard to the Contractor's performance of its obligations under the Contractor's Warranties.

### 9.4 Repairs

9.4.1 The Lessee shall have the use of all FPSO Components at the time of delivery in the same good order and condition as when received, ordinary wear and tear excepted.

9.4.2 The Lessee shall, when it sees necessary for the use and operation of the FPSO, at its own cost, repair, substitute, replace or renew any FPSO Components which is used up or which is so damaged or worn as to be no longer fit for use. For the avoidance of doubt, if insurance proceeds are received under the Obligatory Insurances that directly relate to costs or expenditure incurred or to be incurred by the Lessee pursuant to this Clause 9.4 such insurance proceeds shall be paid to the Lessee in accordance with Clause 11.3.2.

9.4.3 The Lessee shall procure that all such repairs, substitutions, replacements and renewals shall be effected in such manner (both as regards workmanship and quality of materials) so as to ensure that the value of the FPSO is not materially reduced (fair wear and tear excepted) and such that title to such substitutions, replacements and renewals shall vest immediately in the Lessor free and clear of any Encumbrances.

9.4.4 Except with prior written consent of the Lessor, the FPSO shall not be put into any other person's possession for work to be done on the FPSO if the cost of that work will exceed or is likely to exceed Major Casualty, unless either (i) that person gives a written undertaking in approved terms not to exercise any lien on the FPSO or the Lease Rental for any of the cost of such work, or (ii) the Lessee provides evidence satisfactory to the Lessor that it has sufficient funds or insurance proceeds to cover the cost of such work.

9.4.5 Any equipment on hire on the FPSO at time of delivery shall be kept and maintained by the Lessee and the Lessee shall assume the obligations and liabilities of the

Lessor under any lease contracts in connection therewith and shall reimburse, and indemnify, the Lessor for all expenses incurred in connection therewith.

#### 9.5 Financial Security

- 9.5.1 The Lessee shall maintain financial security or responsibility in respect of third party liabilities as required by any Governmental Authority, to enable the FPSO, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Agreement without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such Governmental Authority.
- 9.5.2 The Lessee shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Lessee's sole expense.

#### 9.6 Lessor's Inspection Rights

- 9.6.1 The Lessor and its authorised representatives shall have the right at any time, on reasonable notice and during normal business hours, to inspect and take copies of the logs and records, to inspect or survey the FPSO, or to instruct a duly authorised surveyor to inspect and take copies of the logs and records or inspect and survey the FPSO:
  - (A) to ascertain the condition of the FPSO and to satisfy the Lessor that the FPSO is being operated, repaired and maintained in accordance with this Agreement; or
  - (B) for any other commercial reason considered necessary by the Lessor, provided it does not unduly interfere with the commercial operation of the FPSO.
- 9.6.2 The Lessee shall provide access and assistance reasonably required in order to allow for such inspection. The Lessor shall bear the costs of all inspections carried out pursuant to Clause 9.6.1, provided that if an Event of Default has occurred then:
  - (A) the cost of any inspection carried out pursuant to Clause 9.6.1 in connection with such Event of Default shall be borne by the Lessee; and
  - (B) the Lessor shall be granted unrestricted access to the logs, technical records and such other documentation as the Lessor may request.
- 9.6.3 All time used in respect of inspection, survey or repairs shall be for the Lessee's account and form part of the Term of this Agreement.

#### 9.7 Lessee's Indemnity

- 9.7.1 Subject to Clauses 9.7.2 and 18 below, the Lessee shall fully and effectively indemnify, keep indemnified and hold harmless each Lessor Party from and against all Losses which may at any time be incurred by that Lessor Party:
  - (A) relating to, or arising directly or indirectly in any manner whatsoever out of, the condition, testing, design, manufacture, purchase, importation to or exportation from any country, registration, possession, control, chartering, sub-chartering, use, operation, storage, maintenance, repair, service, modification, overhaul, replacement, insurance, removal, repossession, re-delivery, disposal or Total Loss of the FPSO (including without limitation the losses referred to in Clause 4.3.5);
  - (B) on the grounds that the FPSO or any design, article or material in or forming part of the FPSO or the operation or use thereof constitutes or is alleged to constitute an infringement of any patent or other intellectual property right or any other right whatsoever;

- (C) in preventing or attempting to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture or detention of the FPSO at any time, or in securing the release of the FPSO;
- (D) in connection with the enforcement of rights of the Lessor under the Transaction Documents;
- (E) as a consequence of the FPSO becoming a wreck or obstruction to navigation (including, without limitation, in respect of the removal or destruction of the wreck or obstruction under statutory powers);
- (F) arising out of an Environmental Claim made or asserted against any Lessor Party or any costs of compliance by the Lessor Party with Environmental Law based on the Lessor's ownership of the FPSO; or
- (G) arising out of any Encumbrance created or purported to be created over or in respect of the FPSO.

9.7.2 The Lessee need not indemnify a Lessor Party under Clause 9.7.1 above in respect of Losses which:

- (A) are the result of a negligent act or omission or the fraud or wilful default of that Lessor Party;
- (B) are the result of the breach by that Lessor Party of any of its express obligations under any of the Transaction Documents other than a breach attributable to the breach by any other party to any Transaction Document;
- (C) are the result of any misrepresentation by that Lessor Party set out in a Transaction Document to which it is a party (other than a misrepresentation attributable to the misrepresentation of or breach by any other party to any Transaction Document); or
- (D) constitute an ordinary and usual operating or overhead expense of that Lessor Party.

## 10. CHANGES, IMPROVEMENT AND ADDITIONS

10.1 Subject to Clause 10.2, the Lessee shall have the right to fit additional equipment and to make any improvements and additions (including, for the avoidance of doubt, any equipment, improvements or additions required for any future expansions of the Project) at its expense and risk, provided that:

- 10.1.1 such additional equipment, improvements and additions do not materially reduce the market value of the FPSO or impair the utility, marketability and remaining economic life of the FPSO, or are reasonably likely to affect the seaworthiness or class of the FPSO (in which case the Lessor's prior written consent shall be required, such consent not be unreasonably withheld or delayed); and
- 10.1.2 title to equipment, improvements or additions that are severable shall vest in the Party who paid for them, and title to those not severable shall otherwise vest in the Lessor.

10.2 In the event of any improvements, structural changes or additions becoming necessary for the continued operation of the FPSO by reason of new class requirements or by compulsory legislation, the cost of compliance shall be borne by the Lessee.

## 11. INSURANCE

### 11.1 Maintenance of Insurances

From the date the Lessee is deemed to have taken delivery of the FPSO pursuant to Clause 4.1.2, the Lessee shall keep the FPSO insured at its expense against the following (together the "Obligatory Insurances"):

- 11.1.1 Physical Loss and/or Physical Damage on an All Risks basis in an amount consistent with the industry practice for vessels of similar age, size and type as the FPSO;
- 11.1.2 Cargo / Goods in Storage / Crude Oil in Store;
- 11.1.3 Protection and Indemnity (P&I) Insurance; and
- 11.1.4 Third Party Liability.

## 11.2 Terms of Obligatory Insurances

In respect of the FPSO, the Lessee shall effect the Obligatory Insurances:

- 11.2.1 with amounts insured in US Dollars;
- 11.2.2 with registered local insurers where required by law and reinsured in accordance with local regulations to the largest extent possible with reinsurers enjoying a credit rating of not less than A- from Standard & Poor's, A.M. Best or Fitch or A3 from Moody's, subject to the requirements of the UUOA and the PSCs as described in Clause 11.10, or in respect of the insurances listed in Clause 11.1.3 with an International Group P&I Club; and
- 11.2.3 with the Lessee named as assured in its capacity as bareboat charterer and the Lessor named as an additional assured in its capacity as owner, with full waiver of rights of subrogation against the Lessor, but without the Lessor being liable to pay premiums, calls or other assessment in respect of the Obligatory Insurances.

## 11.3 Further Protections for the Lessor

In addition to the terms set out in Clause 11.2, the Lessee shall procure that the Obligatory Insurances shall:

- 11.3.1 subject always to Clause 11.3.2, name the Lessor and its respective Affiliates as additional named assureds according to their respective interests;
- 11.3.2 name the Lessor as loss payee:
  - (A) in the event of a Total Loss (subject to Clause 12.1.2); and
  - (B) in respect of rights to receive insurance proceeds relating to any third party claims against the Lessor,

with such directions for payment as the Lessor may specify provided that such directions are in accordance with the other terms of this Agreement and, for the avoidance of doubt, provided that in all other circumstances the loss payee shall be the Lessee including where the insurance proceeds directly relate to costs or expenditure incurred or to be incurred by the Lessee;
- 11.3.3 provide that the Obligatory Insurances shall be primary without right of contribution from other insurances which may be carried by the Lessor; and
- 11.3.4 provide that the Lessor may make proof of loss if the Lessee fails to do so.

## 11.4 Renewal of Obligatory Insurances

The Lessee shall use reasonable endeavours to:

- 11.4.1 before the expiry of any Obligatory Insurance notify the Lessor of the brokers (or other insurers) and any protection and indemnity through or with which the Lessee proposes to renew that Obligatory Insurance and of the proposed terms of renewal;
- 11.4.2 before the expiry of any Obligatory Insurance, renew that Obligatory Insurance; and
- 11.4.3 procure that the brokers and/or the war risks and protection and indemnity associations with which such a renewal is effected shall promptly after the renewal notify the Lessor in writing of the terms and conditions of the renewal.



**11.5 Payment of Premiums**

The Lessee shall punctually pay all premiums or other sums payable in respect of the Obligatory Insurances and (if required by the Lessor, acting reasonably) produce all relevant receipts when so required by the Lessor.

**11.6 Compliance with Terms of Obligatory Insurances**

The Lessee shall use reasonable endeavours to refrain from doing or omitting to do (or permitting to be done or not to be done) any act or thing which would or might render any Obligatory Insurance invalid, void, voidable or unenforceable or render any sum payable under an Obligatory Insurance repayable in whole or in part.

**11.7 Alteration to Terms of Obligatory Insurances**

The Lessee shall not make or agree to any material alteration to the terms of any Obligatory Insurance or waive any material rights relating to any Obligatory Insurance, without the Lessor's prior written consent.

**11.8 Settlement of Claims / Responsibility for Deductibles**

The Lessee is responsible for any deductibles or retentions or excesses in any Obligatory Insurances and shall not compromise or abandon any claim under any Obligatory Insurance for Total Loss or for a Major Casualty, without the Lessor's prior written consent.

**11.9 Provision of Information**

Subject to any overriding obligations or duties of confidentiality, the Lessee shall, upon the receipt of prior reasonable written request by the Lessor, provide the Lessor with:

- 11.9.1 pro forma copies of all policies relating to the Obligatory Insurances which they are to effect or renew; and
- 11.9.2 such other information which the Lessor may reasonably request for the purpose of obtaining or preparing any report from an independent marine insurance broker as to the adequacy of the Obligatory Insurances effected or proposed to be effected,

provided that the Lessor shall only be permitted to issue a request to the Lessee for copies of the documents and information listed in this Clause 11.9 once each Calendar Quarter.

**11.10 Interaction with wider project insurance programme**

The Parties hereby acknowledge that the insurances taken out and maintained by Lessee under this Clause 11 may form part of a wider project insurance programme taken out and maintained pursuant to the PSCs and UUOA. To the extent that such wider project insurance programme differs in any respect from the insurances required under this Clause 11, the Parties shall discuss in good faith how such differences should be reconciled, but without resulting in any lesser coverage than is required under this Clause 11.

**12. TOTAL LOSS****12.1 Total Loss**

12.1.1 The Lessee shall provide notice to the Lessor of the occurrence of a Total Loss as soon as the Lessee becomes aware of such Total Loss, upon which an Event of Default shall be triggered in accordance with Clause 19.1.5.

12.1.2 Any payment in respect of a Total Loss made by the insurers shall be paid to the Lessor, provided that if the amount of that payment made by the insurers exceeds the amount which is equal to  $(A + B + C + D) - (E + F)$ , where A, B, C, D, E and F have the meaning given in Clause 20.3.1, then such excess shall be paid by the Lessor to the Lessee.

- 12.1.3 Notwithstanding the occurrence of a Total Loss, the Lessee shall (in the case of a constructive, compromised, agreed or arranged Total Loss) remain in exclusive possession of the FPSO until the abandonment thereof to the insurers (if applicable), and will assume all risks in connection therewith. In the event of the FPSO becoming a wreck or obstruction to navigation, the Lessee shall indemnify the Lessor against any Losses arising therefrom.

## **12.2 Abandonment**

The Lessee shall not abandon the FPSO or the FPSO Components or the Project unless as a result of a Total Loss of the FPSO and then only with prior written consent of the Lessor.

## **13. WAR RISKS, REQUISITION FOR HIRE**

### **13.1 War**

- 13.1.1 The Lessee shall procure that the FPSO, unless the Lessor's written consent has been first obtained, shall not go through any port, place, area or zone (whether of land or sea), or any waterway or canal, where it reasonably appears that the FPSO, her cargo, crew or other persons on board the FPSO, in the reasonable judgement of the Lessor, are, or are likely to be, exposed to War Risks. Should the FPSO be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Lessor shall have the right to require the FPSO to leave such area.
- 13.1.2 The Lessee shall procure that the FPSO shall not load contraband cargo, or pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or proceed to an area where she shall be subject, or is likely to be subject to a belligerent's right of search and/or confiscation.
- 13.1.3 If the insurers of any war risks insurance (if applicable), when Clause 11 is applicable, should require payment of premiums and/or calls because, pursuant to the Lessee's orders, the FPSO is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be paid by the Lessee.

### **13.2 Requisition for hire**

Where there is any requisition of the FPSO by any Governmental Authority and the Governmental Authority agrees to pay compensation for such requisition, such compensation paid or payable by the Governmental Authority shall be paid to the Lessee.

## **14. SUB-LEASE AND SALE OF THE FPSO**

### **14.1 Sub-Lease and Sale by Lessee**

Subject to Clause 28.4, the Lessee shall not transfer, sub-lease or part with or share possession of or grant any licence affecting the FPSO, or by any act or deed procure that the FPSO be dealt with in any such way, without the prior written consent of the Lessor.

### **14.2 Sale by Lessor**

Subject to Clause 28.4, the Lessor shall not transfer, sell, or otherwise deal with or dispose of, the FPSO, or by any act or deed procure that the FPSO be dealt with in any such way, without the prior written consent of the Lessee.

## **15. ENCUMBRANCES**

- 15.1 The Lessee shall not create, or permit to exist, any Encumbrance over the FPSO (other than a Permitted Encumbrance).

- 15.2 The Lessor shall not create, or permit to exist, any Encumbrance over the FPSO (other than a Permitted Encumbrance).
- 15.3 The Lessee irrevocably and unconditionally waives in favour of the Lessor all rights to any Encumbrances that may arise from time to time in its favour over the FPSO.
- 15.4 The Lessee shall use its reasonable endeavours (as determined by the Lessor acting reasonably) to complete all perfection formalities required:
  - 15.4.1 in the UK, Panama and any other jurisdiction (in each case as the Lessor deems reasonably necessary and desirable) in respect of the Mortgage as soon as reasonably practicable following the date of execution of the Mortgage and in any event no later than the deadline for any such perfection formalities under applicable Law; or
  - 15.4.2 in the UK and any other jurisdiction (in each case as the Lessor deems reasonably necessary and desirable) in respect of the FPSO Security Agreement as soon as reasonably practicable following the date of execution of the FPSO Security Agreement and in any event no later than the deadline for any such perfection formalities under applicable Law.

#### 16. **GUARANTEE**

The Lessee shall cause the Lessee Guarantor to grant the Lease Guarantee in substantially the form set out in Schedule 2 in favour of the Lessor, with effect from the Effective Date.

#### 17. **ADDITIONAL UNDERTAKINGS**

- 17.1 The Lessee undertakes to the Lessor and agrees that throughout the Term it will:

- 17.1.1 (Information) provide the Lessor with:

- (A) upon the receipt of prior reasonable written request by the Lessor, non-price-sensitive information on the Project as the Operator is required to provide to the Upstream Parties under the UUOA to enable the Lessor to meet its information covenants to the Investor under the Capital Securities Conditions;
- (B) notwithstanding Clause 17.1.1(A) above, promptly after the Lessee becoming aware of its occurrence:
  - (1) any event of default or termination event (howsoever described) pursuant to any of this Agreement, the FPSO SPA, and the Option MOA;
  - (2) any material Environmental Incident;
  - (3) any termination of the EPCI Contract;
  - (4) any force majeure event (howsoever described) pursuant to the EPCI Contract which is likely to lead to a delay to the Rental Payment Start Date;
  - (5) any change to the Operator (to the extent that change may be effected without the consent of the Lessor in accordance with this Agreement)
  - (6) the occurrence of any Total Loss or Major Casualty;
  - (7) any assignment or transfer by the Lessee of its rights pursuant to this Agreement (to the extent that such assignment or transfer may be effected without the consent of the Lessor in accordance with

this Agreement);

- (C) such further information as may reasonably be requested by the Lessor in order to enable the Lessor or the Investor to evaluate whether any Capital Securities Put Event or Capital Securities Potential Put Event has occurred.

17.1.2 (compliance with law) comply with all applicable Laws, and Approvals, and maintain without material and sustained disruption all the Approvals necessary to maintain and operate the FPSO (except to the extent any such Approvals must be procured or maintained by the Lessor as the owner of the FPSO);

17.1.3 (notification of key events) notify the Lessor of any abandonment, termination or material cessation of business by the Upstream Parties with respect to the Project; and

17.1.4 (amendment to project documents) without prejudice to the Lessee's right to implement any future expansions of the Project and enter into associated offtake arrangements at its sole discretion, not amend the Intra-Unit Participants Agreement, and not materially amend or replace the current LNG and other offtake arrangements of the Project, if that would have a Material Adverse Effect.

17.2 The Lessor undertakes to the Lessee that throughout the Term it will:

17.2.1 not undertake any activities other than the activities contemplated by the Transaction Documents and any activities incidental or ancillary thereto; and

17.2.2 inform the Lessee of any amendment to the Capital Securities Documents that will result in an increase in the Lease Rentals or Termination Sum payable by the Lessee under this Agreement.

## 18. EXCLUSION OF CONSEQUENTIAL LOSS

No Party shall be liable to another for Consequential Loss arising out of or in connection with this Agreement, whether arising out of or in connection with any indemnity under this Agreement, any breach of any obligation under this Agreement, any negligence or breach of statutory duty or other duty, or otherwise, except in respect of amounts that are expressly payable under this Agreement or in respect of claims arising from an express obligation of a Party to indemnify the other Party for third party claims to the extent only that such losses form part of the indemnified Party's liability to the third party.

## 19. EVENTS OF DEFAULT

### 19.1 Events of Default

Each of the following events or circumstances is an "Event of Default":

19.1.1 (non-payment) the Lessee or the Lessee Guarantor does not pay on or before the due date any amount payable by it pursuant to this Agreement or the Lease Guarantee at the place and in the currency in which it is expressed to be payable, unless its failure to pay is caused by administrative or technical error and payment is made within three (3) Business Days of its due date;

19.1.2 (Guarantor's net worth test) other than when the Lease Guarantor is bp p.l.c., the Lease Guarantor fails to satisfy the Net Worth Test as defined in the Capital Securities Conditions, and a Cure Event as defined in the Capital Securities Conditions has not occurred within 30 days following the determination that the Net Worth Test was not satisfied;

19.1.3 [not used]

19.1.4 [not used]

19.1.5 (Total Loss) there is Total Loss of the FPSO;

- 19.1.6 (other obligations) a breach by the Lessee of its material obligations under this Agreement (not otherwise provided for specifically in this Clause 19.1);
- 19.1.7 (failure to insure) the Lessee commits a breach of its obligations under Clause 11;
- 19.1.8 (misrepresentation) any representation or statement made or deemed to be made by the Lessee in this Agreement or the Lease Guarantor in the Lease Guarantee, or any other document delivered by or on behalf of the Lessee or the Lease Guarantor under or in connection with this Agreement or the Lease Guarantee, is or proves to have been materially incorrect or misleading when made or deemed to be made provided that no Event of Default shall occur under this Clause 19.1.8 if the incorrect or misleading representation or statement is capable of remedy and is remedied within 30 days of the Lessor giving notice to the Lessee or the Lease Guarantor (as the case may be) of such failure or (if earlier) it becoming aware of the failure to comply;
- 19.1.9 (Environmental Claim) an Environmental Claim (other than a claim which is demonstrated to the Lessor's satisfaction (acting reasonably) to be frivolous or vexatious) is made in respect of the FPSO or against the Lessee which, in the reasonable opinion of the Lessee, is likely to have a Material Adverse Effect provided that no Event of Default shall occur under this Clause 19.1.9 if the Environmental Claim is dismissed within sixty (60) days of its commencement;
- 19.1.10 (confiscation of the Project) to the extent not covered by Clause 19.1.5, expropriation, nationalisation or seizure of any of the Project assets or a BP Participant's or Lessor's interest in the Project;
- 19.1.11 (abandonment of the Project) the Project or any part thereof considered by the Lessor to be material is abandoned, decommissioned, cancelled by the Lessee, or suffers permanent cessation;
- 19.1.12 (change of control) a Change of Control occurs in relation to the Lessee or the Lease Guarantor, without the prior written consent by the Lessor;
- 19.1.13 (insolvency) an Insolvency Event occurs in relation to the Lessee or the Lease Guarantor;
- 19.1.14 (unlawfulness of Lessee or Guarantor) it is or becomes unlawful for the Lessee or the Lease Guarantor to perform any of its obligations under this Agreement or the Lease Guarantee;
- 19.1.15 (unlawfulness of Lessor or Investor) it is or becomes unlawful or illegal for (i) the Lessor to perform any of its material obligations under this Agreement; or (ii) the Investor to participate in the Capital Securities; and
- 19.1.16 (compliance) the Lessee is in breach of any Sanctions, Anti-Corruption Laws or Anti-Money Laundering Laws.

## 19.2 Consequences of Event of Default

- 19.2.1 If an Event of Default listed below in this Clause 19.2.1 occurs and it is capable of remedy, the Lessor may give notice to the Lessee, specifying the basis for such Event of Default and requesting the Lessee to remedy such Event of Default within:
  - (A) for an Event of Default listed in Clauses 19.1.8 (*misrepresentation*), 19.1.10 (*confiscation of the Project*), or 19.1.11 (*abandonment of the Project*), fifteen (15) days; or
  - (B) for an Event of Default listed in Clauses 19.1.12 (*change of control*), 19.1.13 (*insolvency*), thirty (30) days; or
  - (C) for an Event of Default listed in Clauses 19.1.1 (*non-payment*), 19.1.2 (*Guarantor's net worth*), 19.1.6 (*other obligations*), 19.1.7 (*failure to*

*insure*), 19.1.9 (*Environmental Claim*), 19.1.14 (*unlawfulness of Lessee or Guarantor*), 19.1.15 (*unlawfulness of Lessor or Investor*) or 19.1.16 (*compliance*), sixty (60) days,

with each specified period being the "Cure Period".

19.2.2 If an Event of Default occurs:

- (A) under Clauses 19.1.1 to 19.1.14 and 19.1.16 during the applicable Cure Period (if any) the Lessor shall be relieved of its obligations under this Agreement; or
- (B) under Clause 19.1.15, during the applicable Cure Period the Lessee shall be relieved of its obligations under this Agreement,

in each case until such time as the relevant Event of Default is remedied by the defaulting Party or waived by the non-defaulting Party.

19.2.3 If an Event of Default is not capable of remedy, or if an Event of Default is capable of remedy but is not remedied within the Cure Period (if any), the Lessor may give notice to the Lessee that it wishes to terminate this Agreement in which case Clause 20 shall apply.

## 20. TERMINATION

### 20.1 Termination Due to Conditions Not Satisfied

20.1.1 This Agreement shall terminate with immediate effect:

- (A) (**failure to pay Initial Consideration**) if the Lessee gives notice to the Lessor that it wishes to terminate the FPSO SPA in accordance with clause 5.2 (*Payment of the Initial Consideration*) of the FPSO SPA; or
- (B) (**failure to satisfy other Conditions**) if the Lessor gives notice to the Lessee that it wishes to terminate this Agreement in accordance with Clause 3.5.

20.1.2 Upon termination in accordance with Clause 20.1.1, the Lessee shall pay to the Lessor an amount in immediately available funds equal to all costs, fees and expenses incurred by the Lessor incident to the negotiation, preparation, execution, delivery and performance of the Transaction Documents (including fees and expenses of its advisers, counsels, accountants and other experts, if any). The Parties agree that the right of the Lessor to receive such shall constitute liquidated damages in respect of termination of this Agreement regardless of the circumstances giving rise to such termination.

### 20.2 Other Termination Events

This Agreement shall terminate with immediate effect:

- 20.2.1 (**delay in delivery**) if the Lessee gives notice to the Lessor that it wishes to terminate this Agreement in accordance with Clause 4.2.4(B);
- 20.2.2 (**Capital Securities Put Event**) if a Capital Securities Put Event occurs, the Investor elects to exercise its put option under the Put Option Deed, and the Lessor gives notice to the Lessee that it wishes to terminate this Agreement;
- 20.2.3 (**Event of Default**) (to the extent not the subject of Clause 20.2.2) the Lessor gives notice to the Lessee that it wishes to terminate this Agreement in accordance with Clause 19.2.3;
- 20.2.4 (**Non-Payment Event**) if the Lessee gives notice to the Lessor that it wishes to terminate the FPSO SPA in accordance with clause 6.6.2(A) (*Termination for Late Payment*) of the FPSO SPA;

- 20.2.5 (failure to refinance) if at the end of five (5) years after the date of this Agreement the Lessor fails to refinance the Capital Securities (or any refinancing thereof) on terms acceptable to Lessor, and it gives notice to the Lessee that it wishes to terminate this Agreement;
- 20.2.6 (material breach of EPCI management) if the Lessor gives notice to the Lessee that it wishes to terminate the FPSO SPA in accordance with clause 7.1.2 (*Management of the EPCI Contract*) of the FPSO SPA;
- 20.2.7 (breach of FPSO SPA warranty) if the Lessor gives notice to the Lessee that it wishes to terminate the FPSO SPA in accordance with clause 11.1.7 (*Breach of Warranty*) of the FPSO SPA;
- 20.2.8 (other termination of the FPSO SPA) if the FPSO SPA terminates for any other reason, including if it terminates as a result of agreement in writing pursuant to clause 11.1.9 (*Mutual Agreement*) of the FPSO SPA;
- 20.2.9 (expiry of this Agreement) if the Term has expired and all contractual obligations under this Agreement (including, for the avoidance of doubt, payment of all Lease Rental and other amounts payable by the Lessee) have been discharged; or
- 20.2.10 (completion of sale for Purchase Option) if the Lessee exercises the Purchase Option and completion of the sale following the Lessee's exercise of the Purchase Option has occurred in accordance with Clause 21.

### 20.3 Termination Payment

- 20.3.1 If this Agreement terminates in accordance with Clauses 20.2.1 to 20.2.8 (the date of such termination being the "Termination Notice Date"),

- (A) the Lessee shall pay to the Lessor an amount ("Termination Sum") equal to:

$$(A + B + C + D) - (E + F + G)$$

where:

'A' is the aggregate of all FPSO Development Costs incurred by the Lessor;

'B' is any Lease Interest accrued and unpaid as of the Termination Notice Date (and not capitalised as part of the FPSO Development Costs);

'C' is any amount that would be payable by the Lessor to the Investor under the Capital Securities Documents or to an equivalent finance party under any subsequent refinancing(s) thereof, in each case following the redemption of, or closing out of all transactions in respect of, the Capital Securities or any subsequent refinancing(s) thereof (as applicable) immediately upon the termination of this Agreement, and such amount shall (i) be calculated by the Lessor as if the Capital Securities or any subsequent refinancing(s) thereof were fully redeemed or repaid (as applicable) on the date of determination (whether or not any redemption or repayment is actually effected on such determination date), and (ii) for the avoidance of doubt, without any double counting of amounts included in 'A' above;

'D' is any other costs not included in 'C' for unwinding the transactions contemplated in the Transaction Documents and, for the avoidance of doubt, such costs shall not include any of the sums required to redeem or repay (as applicable) the Capital Securities or any subsequent refinancing(s) thereof;

'E' is the aggregate of the portion of all Lease Rentals received by the Lessor attributable to FPSO Development Costs (as determined in accordance with the amortisation profile set out in the then current Calculation Model);

'F' is the amount of any EPCI Damages Or Refunds included in the Calculation Model under paragraph 3.8 of Schedule 1;

'G' is the amount of any insurance proceeds received by the Lessor (and not paid by the Lessor to the Lessee) pursuant to Clause 11.3 or 12.1.2 and included in the Calculation Model under Paragraph 3.9 of Schedule 1; and

- (B) if the title to the FPSO has vested in the Lessor, the Lessor may exercise the Put Option in accordance with Clause 20.4 and the terms set out in the Option MOA for one US Dollar (USD1) ("Put Option Price"), provided that, upon receipt of the Termination Sum in full, the Lessor shall forthwith exercise the Put Option in accordance with this Clause (B).
- 20.3.2 If this Agreement is terminated in accordance with Clause 20.2.9, the Lessor may exercise the Put Option in accordance with Clause 20.4 and the terms set out in the Option MOA for the Put Option Price, provided that, upon receipt from the Lessee of all amounts due and payable under this Agreement, the Lessor shall forthwith exercise the Put Option in accordance with this Clause 20.3.2.
- 20.3.3 If this Agreement is terminated in accordance with Clause 20.2.10:
- (A) prior to title in the FPSO having vested in the Lessor, Clause 21.5 shall apply; or
  - (B) after title in the FPSO having vested in the Lessor, all further rights and obligations of the Parties under this Agreement shall expire, and this Agreement shall terminate on the completion date of the sale following the Lessee's exercise of the Purchase Option.

#### 20.4 Put Option

- 20.4.1 The Lessor may only exercise the Put Option in the circumstances specified in Clauses 20.3.1(B) and 20.3.2.
- 20.4.2 If the Lessor wishes to exercise the Put Option, it shall give notice to the Lessee of its intention to exercise the Put Option ("Put Option Notice") and the Lessor shall deliver (together with the Put Option Notice) its executed version of the Option MOA to the Lessee which the Lessee shall promptly execute on receipt thereof. Once issued, the Put Option Notice shall be irrevocable and shall not be withdrawn by the Lessor.
- 20.4.3 On the relevant completion date under the Option MOA:
- (A) the Lessee shall pay the Lessor the Put Option Price in full;
  - (B) the Lessor shall transfer to the Lessee ownership of the FPSO;
  - (C) the Lessor shall reassign to the Lessee (by way of absolute assignment) all rights in respect of any insurance proceeds (including any Total Loss insurance proceeds), if any, provided that the Lessor shall retain any rights to insurance proceeds relating to any third party claims against the Lessor;
  - (D) the Lessor shall release all Encumbrances and other obligations (other than those which are expressly stated to survive the completion date) created by this Agreement or the Lease Guarantee and execute such release documents as may be necessary or desirable to evidence such release; and
  - (E) the Parties shall provide all delivery documents required of them in accordance with the terms of the Option MOA, including the Bill of Sale,
- and for the avoidance of doubt the Lessee shall accept ownership of the FPSO regardless of whether it has actually paid the Put Option Price.



20.4.4 With respect to such sale, the FPSO shall be taken over by the Lessee on a strictly "as is/where is" basis and, the Lessor makes no representation or warranty, express or implied, as to the seaworthiness, value, condition, design, merchantability or operation of the FPSO, or as to the quality of the material, equipment or workmanship in the FPSO, or as to the fitness of the FPSO for any particular use, or as to the eligibility of the FPSO for any particular trade, or as to the FPSO's freedom from any charters or any other representation or warranty, express or implied, with respect to the FPSO and under no circumstances shall the Lessor be liable or responsible to the Lessee for any actual direct damages or Consequential Loss in respect of the foregoing.

## 20.5 Sole Remedy

Any termination of this Agreement shall be without prejudice to the rights and liabilities arising and accrued as at the date of such termination; provided that the sole remedy of the Parties in respect of the circumstances that may result in termination of this Agreement referred to in Clauses 20.1 and 20.2, shall be termination of this Agreement and the application of Clauses 20.1 or 20.3 (as applicable).

## 20.6 Effect of Termination

The termination of this Agreement for any reason:

- 20.6.1 shall be without prejudice to any rights or obligations which have accrued or become due prior to the date of termination;
- 20.6.2 shall not prejudice the rights or remedies which any Party may have in respect of any breach of the terms of this Agreement prior to the date of termination or as a result of the termination of this Agreement; and
- 20.6.3 shall not affect this Clause 20 (*Termination*) or Clauses 1 (*Definitions and Interpretation*), 9.4.5 (*Repairs*), 9.7 (*Lessee's Indemnity*), 12.1.3 (*Total Loss*), 23 (*Tax*), 25 (*Confidentiality*), 29 (*Governing Law*) and 30 (*Dispute Resolution*) which shall each continue in force after such termination.

## 21. PURCHASE OPTION

### 21.1 Purchase Option

- 21.1.1 The Lessee may exercise the Purchase Option on not less than 30 days' prior notice to the Lessor that it wishes to exercise such Purchase Option ("**Purchase Option Notice**") and the Lessee shall deliver (together with the Put Option Notice) its executed version of the Option MOA to the Lessor which the Lessor shall promptly execute on receipt thereof.
- 21.1.2 Upon exercise of the Purchase Option, the Lessee shall be entitled to purchase the FPSO in accordance with the terms set out in the Option MOA, for a price which shall be equal to the Termination Sum ("**Purchase Option Price**").

### 21.2 Irrevocable notice

Once issued, the Purchase Option Notice shall be irrevocable and shall not be withdrawn by the Lessee. Payment of the Purchase Option Price shall be made against transfer of ownership of the FPSO from the Lessor to the Lessee on the completion date.

### 21.3 No warranties

With respect to such sale the FPSO shall be taken over by the Lessee, on a strictly "as is/where is" basis and, the Lessor makes no representation or warranty, express or implied, as to the seaworthiness, value, condition, design, merchantability or operation of the FPSO, or as to the quality of the material, equipment or workmanship in the FPSO, or as to the fitness of the FPSO for any particular use, or as to the eligibility of the FPSO for any particular trade, or as to the FPSO's freedom from any charters or any other representation or warranty, express or implied, with respect to the FPSO and under no circumstances shall the Lessor

be liable or responsible to the Lessee for any actual direct or consequential damages in respect of the foregoing.

#### 21.4 Completion

On the relevant completion date under the Option MOA:

- 21.4.1 the Lessee shall pay the Lessor the Purchase Option Price in full;
- 21.4.2 upon receipt, in full, of the Purchase Option Price, the Lessor shall, at the Lessee's cost:
  - (A) reassign to the Lessee (by way of absolute assignment) all rights in respect of any insurance proceeds (including any Total Loss insurance proceeds), if any, provided that the Lessor shall retain any rights to insurance proceeds relating to any third party claims against the Lessor; and
  - (B) release all Encumbrances and other obligations (other than those which are expressly stated to survive the completion date) created by this Agreement or the Lease Guarantee and execute such release documents as may be necessary or desirable to evidence such release;
- 21.4.3 the Lessor and the Lessee shall provide all delivery documents required of them in accordance with the terms of the Option MOA, including the Bill of Sale; and
- 21.4.4 delivery of the FPSO to the Lessee shall occur in accordance with the terms of the Option MOA.

#### 21.5 Exercise during construction period

If the Lessee issues a Purchase Option Notice and has paid the Purchase Option Price to the Lessor, in each case prior to title in the FPSO having vested in the Lessor, execution of the Option MOA shall not be required (and the terms thereunder shall not apply) and this Agreement shall be deemed to have terminated pursuant to Clause 20.2.10 on the date of the payment in full by the Lessee to the Lessor of the Purchase Option Price.

### 22. REPRESENTATIONS AND WARRANTIES

#### 22.1 Lessee's Representations and Warranties

The Lessee makes the representations and warranties set out in this Clause 22.1 to the Lessor on the date of this Agreement and on the Effective Date:

- 22.1.1 (incorporation) the Lessee is duly incorporated and validly existing as a limited liability company under the laws of England and Wales;
- 22.1.2 (power) the Lessee has the power to conduct its business as it is now carried on, to own and hold or lease its assets, to execute, deliver and perform their obligations under this Agreement, and all necessary corporate, shareholder and other action has been taken to authorise the execution, delivery and performance of this Agreement;
- 22.1.3 (solvency) the Lessee is solvent and is able to pay its debts as and when they become due and are not presumed to be insolvent under any applicable Laws;
- 22.1.4 (immunity) the Lessee does not, and its assets do not, enjoy immunity from any suit or execution;
- 22.1.5 (ranking of obligations) subject to the Legal Reservations, the Lessee's obligations under this Agreement rank at least *pari passu* with all its other present and future unsecured and unsubordinated payment obligations, except for obligations mandatorily preferred by law applying to companies generally;
- 22.1.6 (enforceability) the obligations expressed to be assumed by the Lessee in each Transaction Document are legal, valid, binding and enforceable, subject to the Legal Reservations;

- 22.1.7 **(transaction permitted)** the entry into and performance by the Lessee of this Agreement does not, and will not during the Term of this Agreement, violate in any material respect (i) any applicable Law or Approval, or (ii) the terms of its constitutional documents or (iii) any material agreement, contract or other undertaking to which it is a party or which is binding on it or any of its assets;
- 22.1.8 **(authorisations)** all consents, licences, Approvals and authorisations required by the Lessee in connection with the entry into, performance, validity and enforceability of this Agreement have been obtained and are, or will prior to the Delivery Date be, in full force and effect;
- 22.1.9 **(proceedings)** to the best of its knowledge, no litigation, arbitration or administrative proceeding is taking place against the Lessee or against any of its assets, which is likely to be adversely determined and, if adversely determined, would have a Material Adverse Effect on the Lessee's ability to perform its obligations under this Agreement;
- 22.1.10 **(Event of Default)** to the best of its knowledge, no Event of Default, and no event which with the giving of notice and/or lapse of time and/or relevant determination would constitute an Event of Default, has occurred and is continuing;
- 22.1.11 **(factual information)** all factual information provided by the Lessee to the Lessor prior to the date of this Agreement in writing was true and accurate in all material respects as at the date it was provided;
- 22.1.12 **(environmental)** to the best of its knowledge, (A) no material Environmental Incident has occurred and no person has claimed that an Environmental Incident has occurred and (B) no Environmental Claims have been made or threatened against the Lessee in respect of the FPSO;
- 22.1.13 **(no change in affairs)** there has been no change in the Lessee's state of affairs since the end of the accounting period for its most recent financial reports or accounts which has had or is likely to have a Material Adverse Effect;
- 22.1.14 **(FATCA)** the Lessee is not resident for tax purposes in the United States of America;
- 22.1.15 **(Sanctions)** The Consideration is not intended to be used for the purpose of making payments:
  - (A) to a Prohibited Person such that a lender under the Senior Facility Agreement (as defined in the Subscription Agreement) would be prohibited by Sanctions from making the relevant loan thereunder;
  - (B) to any government, entity or individual or within any jurisdiction that would be prohibited by Sanctions; or
  - (C) in furtherance of an offer, payment, promise to pay or authorisation of the payment or giving of money, or anything else of value, to any person that would be prohibited by Anti-Corruption Laws;

The representations and warranties contained in this Clause 22.1 shall be deemed to be repeated by the Lessee as of the Delivery Date and on each Payment Date as if made with reference to the facts and circumstances existing on each such date, and the rights of the relevant party in respect hereof shall survive delivery of the FPSO.

## 22.2 The Lessor's Representations and Warranties

The Lessor makes the representations and warranties set out in this Clause 22.2 to the Lessee on the date of this Agreement and on the Effective Date:

- 22.2.1 **(incorporation)** the Lessor is registered and validly existing as a limited liability company under the laws of the England and Wales;
- 22.2.2 **(power)** the Lessor has the power to conduct its business as it is now carried on, to own and hold or lease its assets, to execute, deliver and perform its obligations

under this Agreement, and all necessary corporate, shareholder and other action has been taken to authorise the execution, delivery and performance of this Agreement;

- 22.2.3 (transaction permitted) the entry into and performance by the Lessor of this Agreement does not, and will not during the Term of this Agreement, violate in any material respect (i) any applicable Law or Approval, or (ii) the terms of its constitutional documents or (iii) any material agreement, contract or other undertaking to which it is a party or which is binding on it or any of its assets;
- 22.2.4 (authorisations) all consents, licences, Approvals and authorisations required by the Lessor in connection with the entry into, performance, validity and enforceability of this Agreement have been obtained and are, or will prior to the Delivery Date be, in full force and effect; and
- 22.2.5 (title) the Lessor is the sole legal and beneficial owner of the FPSO (free from any Encumbrances created by it) to the extent such ownership has been transferred to it pursuant to the FPSO SPA.

## 23. TAX

### 23.1 Mauritanian and Senegalese Taxes

- 23.1.1 The Parties acknowledge their understanding and expectation that no tax, duties, imposts or similar charges ("Local Taxes") are or would be payable by them under the laws, regulations and practice of any of Senegal, Mauritania or in any body or organisation set up by Senegal and Mauritania for the purpose inter alia of administration or cooperation relating to the exploitation of natural resources as a result of or in connection with the lease or delivery of the FPSO or any of the other matters contemplated by this Agreement.
- 23.1.2 The Parties agree that the economic burden of Local Taxes, in the event that irrespective of the above Local Taxes are or become payable as a result of or in connection with the lease or delivery of the FPSO or any of the other matters contemplated by this Agreement, is for the account of the Lessee alone, and accordingly the Lessee shall indemnify the Lessor (on an after tax basis) in respect of any charge to Local Taxes (including any penalties and interest for late payment) in all cases where Local Taxes are or will be levied on or demanded from the Lessor, provided that the indemnity set out in this Clause 23.1.2 shall exclude Local Taxes (and any penalties and interest for late payment) arising as a result of the Lessor's breach of this Agreement.
- 23.1.3 Consistent with clause 23.1.2 and without prejudice to the general principle and to the indemnity set out therein:
  - (A) if any payment is made in accordance with the provisions of this Agreement or for breach of this Agreement by the Lessee to the Lessor, and such payment is subject to any deduction or withholding, or if the Lessor is subject to tax on receipt of any such payment, then when making such payment to the Lessor the Lessee shall pay to the Lessor such additional amounts as may be required in order to ensure that the amount received and retained by the Lessor, after taking into account all such deductions, withholdings and tax on receipt is equal to the amount that would have been so payable but for such deduction or withholding or tax on receipt; and
  - (B) if any matter contemplated by this Agreement represents a supply by the Lessor to the Lessee for the purposes of VAT or sales tax or any similar form of tax then the Lessee shall, upon receipt of a relevant invoice or similar documentation from the Lessor (where required) pay to the Lessor

in addition to any other payment required pursuant to this Agreement or otherwise for the supply itself, the amount of VAT or sales tax or similar form of tax dues in respect of such supply.

23.1.4 The Lessor agrees to provide all reasonable support and cooperation to the Lessee for the purpose of allowing the Lessee to challenge the validity of any demand for payment by the Lessor of any Local Taxes, including but not limited to allowing the Lessee conduct rights of any dispute with any taxation authority relating to such Local Taxes, provided that it is a condition of the award and continued exercise of such conduct rights to the Lessee that the Lessee shall:

- (A) keep the Lessor fully and timely informed in relation to all matters pertaining to such disputes; and
- (B) allow the Lessor reasonable opportunity to comment in advance on any proposed action relating to such conduct.

## 23.2 Tax gross-up

Notwithstanding the provisions of Clause 23.1:

23.2.1 The Lessee shall procure that all payments to be made by the Lessee under this Agreement are made without (i) any set off or counterclaim or (ii) any Tax Deduction, unless a Tax Deduction is required by law.

23.2.2 The Lessee shall promptly upon becoming aware that the Lessee must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Lessor accordingly. Similarly, the Lessor shall notify the Lessee on becoming so aware in respect of a payment payable to the Lessor.

23.2.3 If a Tax Deduction is required by law to be made by the Lessee in respect of any payment to the Lessor under this Agreement, and such Tax Deduction is attributable to the Tax regimes of Mauritania, Senegal or the People's Republic of China, then the Lessee must:

- (A) pay the Lessor on the due date for payment specified in a notice from the Lessor to the Lessee (which such notice shall include supporting information of the amounts requested to be paid by the Lessee under this Clause (A)), whatever additional amount is needed so that the amount that the Lessor actually receives, after taking into account the Tax Deduction, is the amount the Lessor would have been entitled to receive if no Tax Deduction had been made;
- (B) indemnify the Lessor against any loss the Lessor suffers or cost the Lessor incurs because the Lessee does not make the Tax Deduction;
- (C) if such document is available and provided that the provision of such document does not cause any breach of any duties of confidentiality imposed on the Lessee, promptly give the Lessor a copy of any document reasonably requested by the Lessor relating to the amounts paid or payable in respect of the Tax Deduction made by the Lessee; and
- (D) pay to the relevant Governmental Authority on time the full amount of the Tax Deduction within the time allowed by applicable law.

23.2.4 If a Tax Deduction arises in respect of the Tax regime of the United Kingdom, or the Tax regime of Panama but only where the Tax Deduction arises solely as a result of the registration of the FPSO in Panama, but not (for the avoidance of doubt) any Tax arising from the use of the FPSO, then the Lessee must:

- (A) make that Tax Deduction from the payment to which it relates and make any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount as required by applicable law; and

- (B) as soon as reasonably practicable after making either such Tax Deduction or any payment required in connection with such Tax Deduction, the Lessee shall deliver to the Lessor a statement under section 975 of the Income Tax Act 2007 (or an equivalent statement as may be applicable under any applicable laws) or other evidence reasonably satisfactory to the Lessor that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

### **23.3 Capital Securities Documents Indemnity**

- 23.3.1 The Lessee covenants that in the event that the Lessor is required to make any payment in respect of Tax pursuant to the terms of any of the Capital Securities Documents (including but not limited to gross up payments arising pursuant to the terms of the Capital Securities Conditions as well as any payments in respect of Tax arising pursuant to the Subscription Agreement), or as a result of the repayment, refinancing (but only to the extent that such refinancing does not result in the Lessor or the HCI Seller assuming risks in respect of Tax which would not have arisen but for such refinancing) or sale of the Capital Securities, the Lessee will upon demand promptly pay to the Lessor an amount equal to such Tax payment (with the amount of such Tax payment evidenced by supporting information contained in the demand issued by the Lessor to the Lessee under this Clause 23.3.1).
- 23.3.2 The Lessee further covenants that, in the event that the HCI Seller is required in any accounting period to pay Tax in Ireland, as a result of or in connection with the creation, holding, repayment, refinancing (but only to the extent that such refinancing does not result in the Lessor or the HCI Seller assuming risks in respect of Tax which would not have arisen but for such refinancing) or sale of the Capital Securities, and the aggregate amount of such Tax exceeds the amount of Tax that the HCI Seller would have paid in Ireland in the same accounting period had the HCI Seller been taxable solely on its accounting profits in that period (such excess being the "Excess"), the Lessee will upon demand promptly pay to the Lessor or as the Lessor may direct an amount equal to the Excess (with the amount of such Excess evidenced by supporting information contained in the demand issued by the Lessor to the Lessee under this Clause 23.3.2).
- 23.3.3 Payments pursuant to this Clause 23.3 shall be made free and clear of any deductions or withholding for any Tax, save as may be required by law. Where a deduction or withholding in respect of payments pursuant to this Clause 23.3 is made, or where such payment when made to the Lessor is taxable in the hands of the Lessor (or would be so taxable but for relief available to the Lessor), the Lessee shall pay to the Lessor such additional amounts as may be required in order to ensure that the amount received and retained by the Lessor after the making of all deductions or withholding and after any Tax on receipt is payable by the Lessor is equal to the amount which would have been received by the Lessor but for such deduction or withholding or taxation on receipt.
- 23.3.4 In this Clause 23.3, "HCI Seller" shall have the meaning given to it in the Put Option Deed.

## **24. STATUS OF LESSEE**

- 24.1 The Lessee enters into this Agreement in its capacity as Unit Operator for itself and for and on behalf of the Upstream Parties.
- 24.2 In respect of this Agreement:
- 24.2.1 the Lessor agrees to look only to the Lessee for the due performance of this Agreement and nothing contained in this Agreement will impose any liability upon,

or entitle the Lessor to commence any proceedings against, any of the Upstream Parties other than the Lessee;

- 24.2.2 the Lessee alone is entitled to enforce this Agreement on behalf of the Upstream Parties as well as for itself. For that purpose the Lessee may commence proceedings in its own name to enforce all obligations and liabilities of the Lessor and to make any claim, solely in relation to this Agreement, which any of the Upstream Parties may have against the Lessor; and
- 24.2.3 all claims or losses recoverable by the Lessee pursuant to this Agreement or otherwise shall include the claims or losses of the Upstream Parties and its and their respective Affiliates except that such claims or losses shall be subject to the same limitations or exclusions of liability as are applicable to the Lessee or the Lessor under this Agreement.

## **25. CONFIDENTIALITY**

### **25.1 Restrictions on use of Confidential Information**

Until the date that is five (5) years following the expiry or termination of this Agreement, each Party shall:

- 25.1.1 keep the Confidential Information confidential and not disclose the Confidential Information to any third party except as permitted by Clauses 25.2 and 25.3; and
- 25.1.2 use the Confidential Information only for the purposes of exercising or performing its rights and obligations under this Agreement.

### **25.2 Disclosure to Representatives**

Clause 25.1 shall not prevent a Party (the "**Disclosing Party**") from disclosing any Confidential Information to its Representatives to the extent reasonably required for purposes connected with this Agreement, provided that the Disclosing Party:

- 25.2.1 informs the Representatives concerned of the confidential nature of the Confidential Information; and
- 25.2.2 procures that the Representatives concerned observe the restrictions contained in this Clause 25.

### **25.3 Permitted disclosure**

Clause 25.1 shall not prevent a Disclosing Party or its Representatives from disclosing any Confidential Information:

- 25.3.1 pursuant to the terms of this Agreement;
- 25.3.2 if the Lessee is the Disclosing Party, to any Upstream Party and/or the representatives of either Government;
- 25.3.3 subject to Clause 25.4:
  - (A) if the other Party has given prior written approval to the disclosure;
  - (B) to the extent required by either applicable Law or for the purposes of arbitral or judicial proceedings arising out of or in connection with this Agreement or a Related Agreement;
  - (C) if required by the regulations of any stock exchange or regulatory or supervisory authority to which the Disclosing Party or the relevant Representative is subject (whether or not having the force of law but, if not having the force of law, being of a type with which persons to which it applies are accustomed to comply);
- 25.3.4 to any bona fide prospective transferee of an interest in the Lessor or the UUOA to the extent appropriate in order to allow the assessment of the relevant interest (including an entity with whom a Party and/or its Affiliates are conducting bona fide

negotiations directed toward a merger, consolidation or the sale of a majority of its or an Affiliate's shares);

- 25.3.5 to any tax authority to the extent reasonably required for the purposes of the tax affairs of the Party concerned or a member of its group;
- 25.3.6 which is in the public domain otherwise than by:
  - (A) breach by the Disclosing Party of this Agreement;
  - (B) failure by any of the Disclosing Party's Representatives to observe the restrictions contained in this Clause 25; or
  - (C) breach by the Disclosing Party or any of its Representatives of any other undertaking of confidentiality howsoever arising;
- 25.3.7 which is disclosed to the Disclosing Party or the relevant Representative by a third party who is not in breach of any undertaking or duty as to confidentiality whether express or implied; or
- 25.3.8 which the Disclosing Party or the relevant Representative lawfully possessed prior to obtaining it from the other Party.
- 25.4 If a Party becomes required, in circumstances contemplated by Clause 25.3.3, to disclose any Confidential Information, such Party shall (to the extent permitted by applicable Laws) give to the other Party such notice as is practical in the circumstances of such disclosure and shall co-operate with the other Party, having due regard to the other Party's views, and take such steps as the other Party may reasonably require in order to enable it to mitigate the effects of, or avoid the requirements for, any such disclosure and, where the disclosure is to be by way of public announcement, make reasonable efforts to agree the wording of the announcement with the other Party in advance.
- 25.5 The relevant Party will immediately inform the other Party of the full circumstances of any disclosure upon becoming aware that Confidential Information has been disclosed in breach of the terms of this Agreement.

## 26. NOTICES

### 26.1 Requirements for notices

A notice (including any approval, consent or other communication) given in connection with this Agreement and the documents referred to in it must be in writing and must be given by one of the following methods:

- 26.1.1 by hand (including by courier or process server) to the address of the addressee;
- 26.1.2 by pre-paid first class post (or airmail if posted to or from a place outside the United Kingdom) to the address of the addressee; or
- 26.1.3 by email (including by attachment to an email) to the email address(es) specified for that addressee,

being the address or email address(es) which is specified in Clause 26.2 in relation to the Party or Parties to whom the notice is addressed, and marked for the attention of the person so specified, or to such other address or email address(es), or marked for the attention of such other person as the relevant party may from time to time specify by notice given to all of the other Parties in accordance with this Clause.

### 26.2 Parties' contact details

The relevant address and specified details for each of the Parties at the date of this Agreement are as follows:

#### **BP MAURITANIA INVESTMENTS LIMITED**

Address: Chertsey Road, Sunbury On Thames, Middlesex, United Kingdom, TW16 7BP

Email address(es): [REDACTED]

For the attention of: Dennis Bumb



**GTA FPSO COMPANY LTD**

Address: Chertsey Road, Sunbury On Thames, Middlesex, United Kingdom, TW16 7BP

Email address(es): [REDACTED]

For the attention of: Matt De Grove

**26.3 Deemed receipt**

Unless it is proved that it was received earlier and subject to Clause 26.4 below, a notice is deemed to be received:

- 26.3.1 in the case of a notice given by hand, at the time when the notice is left at the relevant address;
- 26.3.2 in the case of a notice given by posted letter, on the third day after posting or, if posted to or from a place outside the United Kingdom, the seventh day after posting; and
- 26.3.3 in the case of a notice given by email, four hours after the time at which the email is sent to the email address(es) specified for that Party in Clause 26.2.

26.4 A notice received or deemed to be received on a day which is not a business day in the place of receipt, or after 5pm on any business day in the place of receipt, shall be deemed to have been received on the next following business day in the place of receipt (and for the purposes of this Clause 26.4 a business day in the place of receipt shall mean a day (other than a Saturday or Sunday) on which banks are open for general business in that place).

26.5 Where the sender and recipient(s) of any notice are in different time zones, then for the purpose of assessing the date or time of deemed receipt, the relevant time zone is that of the recipient's postal address in Clause 26.2 (or if there is more than one recipient and the recipients are in different time zones, the relevant time zone is that of the postal address of the recipient listed first in Clause 26.2).

**27. ENTIRE AGREEMENT**

27.1 Each Party agrees on behalf of itself that this Agreement and the other Transaction Documents:

- 27.1.1 constitutes the whole agreement in relation to its subject matter and supersedes any previous agreement between the Parties in relation to its subject matter; and
- 27.1.2 to the extent permitted by law, excludes any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.

27.2 Each Party agrees that this Agreement is made on the basis that, neither Party has been induced to enter into this Agreement by, nor has relied on, any statement, representation, warranty, assurance, covenant, indemnity, undertaking or commitment ("Representation") which is not expressly set out in this Agreement.

27.3 Each Party agrees that its only right of action in relation to any innocent or negligent Representation set out in this Agreement or given in connection with this Agreement shall be for breach of contract. All other rights and remedies in relation to any such Representation (including those in tort or arising under statute) are excluded.

**28. MISCELLANEOUS**

**28.1 Legal relationship**

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other co-operative entity between the Parties for any purpose whatsoever. Except as expressly provided in this Agreement, neither Party has any power or authority to bind the other Party or impose any obligations on it and neither Party shall purport to do so or hold itself out as capable of doing so.

**28.2 Status of the UUOA**

Subject to the terms of this Agreement and the other Transaction Documents, the Lessee is entitled to use the FPSO to conduct any activities and operations contemplated by or approved under the UUOA or the Intra-Unit Participants Agreement.

**28.3 Third party rights**

No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

**28.4 Assignment**

28.4.1 Subject to Clause 28.4.2, either Party may:

- (A) assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge, hold on trust or otherwise dispose in any manner whatsoever of the benefit of this Agreement; or
- (B) subcontract or delegate in any manner whatsoever its performance (whether in whole or in part) under this Agreement,

provided that it has the prior written consent of the other Party to do so such consent to be at the absolute discretion of such other Party and subject to such conditions as the other Party may in its absolute discretion impose and provided that it shall remain liable for the performance of its obligations under this Agreement.

28.4.2 The Lessee may assign or transfer:

- (A) part or all of its undivided interest in this Agreement to any transferee of its interest in the UUOA, provided such transfer is in accordance with the terms of the UUOA; or
- (B) this Agreement to any successor Unit Operator appointed pursuant to and in accordance with the terms of the UUOA,

without the prior written consent of the Lessor and provided that, in the case of subparagraph (B), the Lessee:

- (C) assigns or transfers (as applicable) to the relevant successor Unit Operator a corresponding interest in the FPSO SPA, FPSO Security Agreement, Mortgage and/or EPCI Contract to the extent there are any rights or obligations still subsisting under such agreements; and
- (D) provides the Lessor with:
  - (1) prior to the execution of the instrument affecting the assignment or transfer the undivided interest in this Agreement, written notice of the interest being assigned or transferred and the relevant assignee or transferee (as applicable); and
  - (2) following the execution of the instrument affecting the assignment or transfer the interest in this Agreement, reasonable evidence of the assignment, transfer and/or registration (as applicable) of the corresponding interest in the FPSO SPA, FPSO Security Agreement, Mortgage and/or EPCI Contract (as applicable) as the Lessee may be permitted to disclose in accordance with the terms contained therein and applicable Law.

28.4.3 The Lessor may:

- (A) assign or transfer its undivided interest in this Agreement; and
- (B) transfer its title to the FPSO,

to a transferee, or an Affiliate of a transferee, of part or all of the Lessee's interest in the UUOA without the prior written consent of the Lessee, provided that the transferee enters into a written undertaking under which it assumes all of the obligations of the Lessor under this Agreement, the FPSO SPA, the Mortgage and the FPSO Security Agreement to the extent there are any rights or obligations still subsisting under such agreements.

#### **28.5 Variation and waiver**

- 28.5.1 No variation of this Agreement shall be effective unless it is in writing (which for this purpose, does not include email) and signed by, or on behalf of, each of the Parties. The expression "variation" includes any variation, supplement, deletion or replacement however effected.
- 28.5.2 No waiver of any right or remedy provided by this Agreement or by law shall be effective unless it is in writing and signed (or in the case of email sent) by, or on behalf of, the Party granting it.
- 28.5.3 The failure to exercise, or delay in exercising, any right or remedy provided by this Agreement or by law does not:
  - (A) constitute a waiver of that right or remedy;
  - (B) restrict any further exercise of that right or remedy; or
  - (C) affect any other rights or remedies.
- 28.5.4 A single or partial exercise of any right or remedy does not prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy.

#### **28.6 Counterparts**

This Agreement may be executed in any number of counterparts and by each Party on separate counterparts, each of which when executed shall be an original, but all the counterparts together constitute one instrument.

#### **28.7 Further assurance**

Each Party shall, after execution of this Agreement, promptly execute all such deeds and documents and do all such things as the other Party may require for perfecting the transactions intended to be effected under, or pursuant to, this Agreement and for giving the other Party the full benefit of the provisions of this Agreement.

#### **28.8 Severance**

- 28.8.1 If any provision or part of any provision of this Agreement is or becomes invalid or unenforceable in any respect under the law of any relevant jurisdiction, such invalidity or unenforceability shall not affect:
  - (A) the validity or enforceability in that jurisdiction of any other provision of this Agreement; or
  - (B) the validity or enforceability under the law of any other jurisdiction of that provision or of any other provision of this Agreement.
- 28.8.2 If any provision of this Agreement is or becomes invalid or unenforceable in any respect under the law of any relevant jurisdiction, but would be valid and enforceable if some part of the provision were deleted, the provision in question shall apply in respect of such jurisdiction with such deletion as may be necessary to make it valid and enforceable.

**29. GOVERNING LAW**

This Agreement and any Dispute shall be governed by, and construed in accordance with, English law.

**30. DISPUTE RESOLUTION**

- 30.1 Any Dispute shall be referred to and finally determined by arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC Rules).
- 30.2 This arbitration agreement shall be governed by English law.
- 30.3 The seat and place of the arbitration shall be London, England.
- 30.4 The language of the arbitration shall be English.
- 30.5 The number of arbitrators shall be three (3). The claimant or group of claimants shall nominate one arbitrator in the Request for Arbitration and the respondent or group of respondents shall nominate one arbitrator in the Answer. If either side fails to make a nomination, the ICC Court shall appoint the relevant arbitrator without affecting any nomination or confirmation of an arbitrator by the other side. The two arbitrators nominated by the Parties shall within fifteen (15) days of the confirmation of the second arbitrator jointly nominate a third arbitrator to act as presiding arbitrator. If the party-nominated arbitrators fail to agree, the ICC Court shall appoint the presiding arbitrator. If this Clause operates to exclude a Party's right to choose its own arbitrator, each Party irrevocably and unconditionally waives any right to do so.
- 30.6 No party may publish, disclose or communicate any documents or information relating to:
- 30.6.1 the arbitral proceedings under this Clause 30; or
- 30.6.2 any order or award made in those arbitral proceedings,
- save and to the extent that the party is required to make such disclosure to fulfil a legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority.
- 30.7 The Parties do not consent to the publication of any award made pursuant to this Clause 30.
- 30.8 Each Party agrees (i) to be joined to any arbitration commenced under any Related Agreement; (ii) to the consolidation of any two or more arbitrations commenced under any Related Agreement into a single arbitration; and (iii) that Disputes may be determined in a single arbitration together with disputes arising out of or in connection with any Related Agreement.
- 30.9 To the extent permitted by law, any right to appeal or challenge any arbitral decision or award, or to oppose enforcement of any such decision or award before a court or any governmental authority, is hereby waived by the Parties except with respect to the limited grounds for modification or non-enforcement provided by any applicable arbitration statute or treaty. The Parties waive any right to appeal under any applicable law including the Arbitration Act 1996 (UK), in so far as such waiver may be validly made.
- 30.10 This agreement to arbitrate shall be binding upon the Parties, their successors and assigns.

This Agreement has been executed by the Parties on the date shown above.

**SIGNED by**

Name:

as attorney for and on behalf of  
GTA FPSO COMPANY LTD

(Signature of attorney for GTA FPSO  
Company LTD)



