

Model Production Sharing Agreement

Shallow Water Areas

PRODUCTION SHARING AGREEMENT

for

PETROLEUM EXPLORATION, DEVELOPMENT AND PRODUCTION

relating to

BLOCK _____ OFFSHORE GUYANA

Between

THE GOVERNMENT OF COOPERATIVE REPUBLIC OF GUYANA

and

COMPANY ABC

Anticipated development of new Petroleum Act and Amendment of Corporate Tax Act to include 10% income tax for companies engaged in petroleum operations

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This Agreement is made on the _____ day of _____ and constitutes the agreement between:

The Government of the Cooperative Republic of Guyana (the 'Government') represented by the Minister for Responsible for Petroleum

and

COMPANY ABC, a Company organised and existing under the laws of _____ (hereinafter referred to as Company ABC) represented by its duly authorised attorney _____

WHEREAS, all Petroleum existing in the Cooperative Republic of Guyana and its exclusive economic zone is the property of the Cooperative Republic of Guyana, and the Cooperative Republic of Guyana holds exclusive sovereign rights with regard to the exploration and exploitation for all Petroleum existing in this area; and

WHEREAS, the Cooperative Republic of Guyana wishes to ensure the sustainable exploitation of these 'non-renewable resources' in a prudent and environmentally sound manner in accordance with Best International Industry Standards and Practices; and

WHEREAS, the Petroleum Act (the Act) makes provision with respect to exploring for and producing petroleum and for that purpose subject to certain limitations and conditions: authorises the Minister to grant Petroleum Prospecting Licences and Petroleum Production Licences; and

WHEREAS, the Act authorizes the Minister to enter into an agreement with any person with respect to, inter alia, the grant of a Licence, the conditions to be included in a Licence, the procedure to be followed by the Minister while exercising any discretion conferred upon him by or under the Act and the manner in which the discretion shall be exercised and any matter incidental to or connected therewith; and

WHEREAS, Company ABC (Contractor) has applied for Petroleum Prospecting Licence over the area described in Annex A and shown on the map in Annex B hereof and the Minister intends to grant the said Licence subject to the terms and conditions herein set forth and subject to the provisions of the Act and Company ABC have agreed by execution of this Agreement to accept the said Licence on the said terms and conditions and provisions; and

WHEREAS, Contractor represents that it possesses the financial ability, technical competence and professional skills necessary to perform petroleum operations and is prepared to utilize such technical competence and financial ability as is necessary to exercise its rights, and fulfil its obligations, under this Agreement and will provide an affiliate company guarantee in accordance with the Act; and

NOW, THEREFORE, in consideration of the premises and covenants and conditions herein contained, IT IS HEREBY AGREED between the Parties as follows:

Article 1 – Definitions

Petroleum Act Definitions

1.1. The definitions in article 3 of the Petroleum Act are incorporated into this Agreement and, as a result, shall serve all purposes and effects, whenever used in the singular or plural form, in the masculine or feminine gender.

Contractual Definitions

1.2. Also, for the purposes and effects of this Agreement, the definitions contained in this paragraph shall also be valid whenever the following words and phrases are used in the singular or plural, in the masculine or feminine gender:

"Abandonment Costs" means any and all costs arising from or relating to abandoning, decommissioning, temporary and permanently plugging of wells and site restoration pursuant to Article 41 and Accounting Procedure;

"Abandonment Plan" means the plan referred to in Article 41;

"Accounting Procedure" means the procedure set out in Annex C;

"Act" means the Petroleum (Exploration and Production) Act No.3 of 1986, as from time to time modified, amended or supplemented;

"Affiliated Company" in relation to the Contractor means, a company or corporation;

(i) which is, directly or indirectly controlled by the Contractor; or

(ii) which directly or indirectly, controls the Contractor; or

(iii) which is, directly or indirectly, controlled by a company or corporation that also, directly or indirectly, controls the Contractor. For the purpose of this definition "control" means the right to exercise a vote of fifty percent (50%) or more of all the voting shares;

"Agreed Interest Rate" means interest computed on a monthly basis at the rate per annum equal to the average Secured Overnight Financing Rate (SOFR) for six (6) months United States dollar deposits, as published by the Federal Reserve Bank of New York, on the first Business Day of such month being calculated, plus three (3) percentage points;

"Agreement" means this Agreement and the Annexes hereto attached and made a part hereof;

"Appraisal" or "Appraisal Programme" means a programme carried out following a Discovery of Petroleum in the Contract Area for the purpose of delineating the Petroleum Reservoir, as defined in the Act, to which that discovery relates in terms of thickness and lateral extent and estimating the quantity of recoverable Petroleum therein prior to declaration of commerciality;

"Appraisal Area" means that area encompassing the geological structure or feature corresponding to a Discovery plus a 500 meter buffer zone, as identified in an approved Appraisal Programme;

"Appraisal Period" has the meaning assigned in Article 14.3

"Appraisal Well" means a well drilled for the purpose of an Appraisal Programme;

"Arms Length" means the relationship that exists between two or more entities, where neither of such entities exerts or is in a position to exert significant influence on any of the other entities having regard to all relevant factors;

"Article" means an Article of this Agreement;

"Associated Gas" means all Natural Gas produced from any Petroleum Reservoir of which the predominant production is Crude Oil and includes the gas-cap which overlies and is in contact with Crude Oil, but shall exclude any liquid hydrocarbon extracted from such gas either by normal field separation, dehydration, or in a gas plant;

"Barrel" means a quantity consisting of forty-two (42) United States gallons, liquid measure, measured at standard conditions of atmospheric pressure and temperature (14.7 lbs/sq. inch absolute or 1 Kg/sq. cm. absolute and corrected to a temperature of sixty (60) degrees Fahrenheit or fifteen (15) degrees Celsius);

"Basket" is a collection of at least two (2) but no more than four (4) representative crude oils, quoted for pricing purposes that are comparable to the Crude Oil and that are freely traded in international markets.

"Best International Industry Standards and Practices" means all those uses and practices that are, at the time in question, in accordance with the most up to date international standards that are generally accepted in the international oil and gas industry as being state-of-the-art or otherwise appropriate to the operations in question, safe, economical, environmentally sound and efficient in exploring for, developing, producing, processing and transporting Petroleum;

"Business Day" means a day on which the banks in Georgetown, Guyana are customarily open for business;

"Calendar Month" or "Month" means any of the twelve months of the Calendar Year;

"Calendar Quarter" or "Quarter" means a period of three (3) consecutive months beginning on the first day of January, April, July or October;

"Calendar Year" or "Year" means a period of twelve (12) consecutive Months commencing on January 1 and ending on the succeeding December 31 provided, however, that a Year of a term of a Licence shall be the period specified in the Act;

"Contract Year" means a period of twelve (12) consecutive Calendar Months according to the Gregorian calendar, commencing on the first day of the month following the Effective Date or on each anniversary thereof.

"Commercial Discovery" means any discovery, which the Contractor in its sole judgment considers economic to develop and produce pursuant to the terms of the Agreement;

"Contract Area" means:

- (i) on the Effective Date the area described in Annex A and shown on the map in Annex B and the subject of the Petroleum Prospecting Licence granted to the Contractor under the Act; and
- (ii) thereafter any areas which at any particular time are subject to the Petroleum Prospecting Licence or Petroleum Production Licence(s) granted to the Contractor under the Act;

"Contract Costs" means Exploration Costs, Development Costs, Operating Costs, Abandonment Costs, Service Costs, General and Administrative Costs as well as Annual Overhead Charge, but excluding Pre-Contract Costs;

"Contractor" means Company ABC and includes their successors and permitted assignees;

"Cost Gas" has the meaning assigned in Article 36;

"Cost Oil" has the meaning assigned in Article 36;

"Crude Oil" or "Oil" means crude mineral oil, asphalt, ozokerite, distillates, condensates and all kinds of hydrocarbons and bitumens, both in solid and liquid forms, at standard conditions of temperature and pressure (60 degrees Fahrenheit or 15 degrees Celsius and 14.7 lbs/sq. in or 1 Kg/sq. cm);

Crude Oil Basket Price" shall be the average price of the Basket as determined from the prices of the representative crude oils in the Basket as published by a mutually acceptable independent oil pricing publication.

"Delivery Point" means, unless otherwise agreed, the point at which title, control and possession of a marketed product under this Agreement transfers from seller or right holder to buyer, as defined in a Development Plan and agreed to by the Contractor and the Minister. In the event there is no agreement between the Minister and the Contractor in regard to the preceding sentence: (i) in the case of waterborne export of a marketed product (including but not limited to Crude Oil, LNG or NGLs) the Delivery Point shall be the inlet loading flange and (ii) in the case of pipeline deliveries of a marketed product (including but not limited to Natural Gas or NGLs), the Delivery Point shall be the inlet flange to buyer's pipeline or distribution system, or the inlet flange to a third party's pipeline transporting buyer's product;

"Development" or "Development Operations" means all work associated with:

- i. planning, procurement, design, and execution related to the drilling and completion of Development Wells; and
- ii. planning, design, construction, installation and commissioning of facilities for the Production of Petroleum including purchase or leasing of all materials and equipment which are required for Production, treatment, waste disposal, transport, storage and lifting of Petroleum and for reservoir pressure maintenance, injection, recycling and secondary and tertiary recovery projects for the execution of this Contract.

"Development Area" includes all discovery areas to be produced under a single development concept and included in the Development Plan pursuant Article 16;

"Development Costs" means the expenditure so categorized in Annex C;

"Development Plan" means the plan referred to in Article 16;

"Development Well" means any well drilled as part of a Development Plan;

"Discovery" means any discovery of Petroleum, not previously known to have existed, which is recovered at the surface in a flow measurable by conventional Petroleum industry testing methods;

"Discovery Area" means, that portion of the Contract Area, reasonably determined by Contractor, on the basis of the available seismic and well data to cover the areal extent of the geological structure in which the Discovery is made and the Minister has been duly informed under the Act;

"Effective Date" means the date on which this Agreement comes into force pursuant to Article 48;

"Environmental Protection Act" means the Environmental Protection Act, Act No 11 of 1996, as from time to time modified, amended or supplemented;

"Expatriate Employee" means any employee (other than a Guyanese citizen) not permanently resident in Guyana who is engaged under a contract of service for the purpose of Petroleum Operations;

"Exploration Area" means the area, constituted by a block or blocks, in relation to which a petroleum prospecting licence has been granted;

"Exploration Costs" means those expenditures so categorized in Annex C;

"Exploration Operations" means operations carried out for, or in connection with, exploration for petroleum;

"Exploration Period" means the period referred to in Article 6.

"Exploration Well" means any well, which upon commencement is intended to explore for any accumulation of Petroleum previously unconfirmed. For the purposes of this Agreement an Exploration Well shall not include Appraisal Wells or outpost wells.

"Field" means an area consisting of a Petroleum Reservoir or multiple Petroleum Reservoirs all grouped on, or related to, the same individual geological structural features or stratigraphic conditions from which Petroleum may be produced commercially;

"General and Administrative Costs" and "Annual Overhead Charge" means the expenditures so categorised in Annex C;

"Government" means the Government of the Cooperative Republic of Guyana and its ministries and agencies;

"International Standards on Auditing" means professional standards for the performance of financial audits of financial information. These standards are issued by the International Federation of Accountants (IFAC) through the International Auditing and Assurance Standards Board (IAASB);

"Licence" means the Petroleum Prospecting Licence and/or the Petroleum Production Licence(s) or both as the context requires;

"Lifting Entitlement" means the quantity of Petroleum to which a Party may be entitled to in any given period pursuant to Article 23;

"Local Content Act" means the Local Content Act, Act No 18 of 2021, as from time to time modified, amended or supplemented;

"Minister" means the Minister assigned responsibility for Petroleum;

"Natural Gas" or "Gas" means all hydrocarbons which at standard conditions of temperature and pressure (60 degrees Fahrenheit or 15 degrees Celsius and 14.7 lbs./sq. in or 1 Kg/sq. cm) is in a gaseous state including but not limited to wet mineral gas, dry mineral gas and casing head gas, all substances contained therein including helium, which are produced from an oil or gas well, in their natural state or residue gas remaining after extraction of NGLs from wet gas. For purposes of this Agreement, Natural Gas shall also include liquefiable hydrocarbons obtained from Natural Gas by condensation or extraction, including ethane, propane, butane, pentane and other plant liquids and excluding condensates ("Natural Gas Liquids" or "NGLs"). Liquefied methane shall not be considered Natural Gas Liquids, but rather Natural Gas in the liquid state;

"Non-Associated Gas" means Natural Gas or Gas other than Associated Gas;

"Non-Resident Sub-Contractor" shall mean a Sub-Contractor where the control and management of whose business are exercised outside Guyana;

"Operating Costs" means those costs so categorized in Annex C;

"Operator" shall have the meaning assigned to it in Article 4;

"Parties" means the Government, the Contractor and includes their successors and permitted assignees, and a Party, as the context so requires, shall mean any of the Parties;

"Petroleum Data" has the meaning assigned in Article 31.2(b); "Petroleum Operations" means Exploration Operations and/or Development and Production Operations conducted pursuant to this Agreement;

"Petroleum Prospecting Licence" means a Licence issued by the Government under the Act and the Regulations to the Contractor for carrying out Exploration Operations as set forth in Form C of the schedule as specified in the Regulations;

"Petroleum Production Licence" means a Licence to be issued by the Government under the Act and the Regulations to the Contractor for carrying out Development and Production operations as set forth in Form D of the schedule as specified in the Regulations;

"Production Operations" means operations carried out for, or in connection with, the production of petroleum

"Profit Gas" has the meaning assigned in Article 36;

"Profit Oil" has the meaning assigned in Article 36;

"Recoverable Contract Costs" means such costs incurred after the Effective Date of this Agreement as the Contractor is permitted to recover as from the date they have been incurred, pursuant to the provisions of Annex C;

"Regulations" means regulations issued under the Petroleum Act, as from time to time modified, amended or supplemented;

"Retention" and "Retention Work Programme" has the meaning assigned to it in Article 8;

"Retention Area" means a Discovery Area in respect to which the Government has agreed to approve an application to retain the Discovery Area pursuant to the terms prescribed in Article 8.

"Retention Period" has the meaning assigned to it in Article 8;

"Service Costs" means the expenditures so categorized in Annex C;

"Site Restoration" means all activities required to return a site to its near natural state or to render a site compatible with its intended future use by the Cooperative Republic of Guyana, after cessation of and in relation to Petroleum Operations, and to repair any Environmental Damage to the extent reasonably feasible. These activities shall include, where appropriate, removal of equipment, structures and debris, pipelines, establishment of compatible contours and drainage, replacement of top soil, re-vegetation, slope stabilization, filling of excavations, or any other appropriate actions, consistent with Applicable Law and Best International Industry Standards and Practices;

"Sub-Contractor" means any company or entity which provides services to the Contractor in connection with Petroleum Operations;

"Third Party Sales" means third party "arms length" sales made by (i) Contractor or (ii) Affiliated Company of Contractor to a third party for an "arms length" price which is disclosed to the Minister.

- 1.3. The provision of this Agreement relating to the Petroleum Prospecting Licence shall be read as part of the provisions of such Licence.
- 1.4. The provision of this Agreement relating to any Petroleum Production Licence shall be read as part of the provisions of such Licence.

Article 2 – Object of the Agreement

- 2.1. This Agreement constitutes an agreement made under Section 10 of the Act consistent with the Act and the Regulations, and is a Production Sharing Agreement, the objective of which is to articulate the rights and obligations of the parties and the economic interest relative to the grant and holding of a petroleum prospecting license and, if applicable, petroleum production license.
- 2.2. The rights, obligations and liabilities of the Parties comprising the Contractor under this Agreement shall be joint and several.

Article 3 – Rights and Obligations of the Contractor

- 3.1. The Contractor binds itself to exercise the rights and perform the obligations contained in this Agreement in an efficient, diligent, and expert manner. In addition to the rights conferred, and obligations undertaken, pursuant to other provisions of this Agreement, the Contractor must:
 - a) Carry out Petroleum Operations in accordance with Best International Industry Standards and Practices regarding operations, health and safety, security, conservation of resources and environment protection by employing modern, efficient machinery and applying suitable technology and methods in order to carry out the operations so as to maximize efficient recovery of oil and gas resources;
 - b) Maintain buildings, wells, facilities, machinery, equipment, and any other property necessary to perform the operations hereunder in good operating conditions;

- c) Take all steps necessary that these operations are carried out with as low as reasonably practicable impact on the environment. The Contractor must take all steps necessary that its activities have the lowest possible Greenhouse Gas (GHG) operational emissions;
- d) Allow the Minister or its designee, according to the Accounting Procedure, and any other competent entity, in accordance with the applicable law, to audit the accounting records;
- e) Take all appropriate measures in emergency situations and upon any unforeseeable circumstances beyond the control of the parties, including, but not limited to, the performance of all necessary activities to clean and decontaminate surface and groundwater, as well as any other land, in the event of leak and/or contamination;
- f) Duly inform the Ministry or any other competent Government Entity of the existence of mineral, hydrological and other resources discovered as a result of the Petroleum Operations;
- g) Allow the Ministry and other competent Government Entities to control compliance with the Contractor's obligations and facilitate activities of inspectors appointed to supervise Petroleum Operations;
- h) Provide, at its own expense, all the information, environmental impact assessments and specific technical studies required for the purposes of obtaining applicable environmental licenses;
- i) Make sure Subcontractors comply with the same safety and environmental obligations the Contractor is subject to;
- j) Indemnify and hold the State harmless, as the case may be, from any claim, legal action and other charges from third parties that may be caused by the Contractor's and Subcontractors' operations. Expenses incurred by the Contractor on this account shall not be considered Cost Oil; and
- k) Make all the payments and entitlements due to the State in a timely manner.

3.2. The Contractor shall have the sole and exclusive right to conduct Petroleum Operations within the Contract Area.

Article 4 – Operator

4.1. The Operator shall execute the Petroleum Operations on behalf of the Contractor.

4.2. For all purposes of this Agreement, the Operator shall represent the Contractor before the State. The Operator shall be subject to all applicable laws and to all the specific obligations provided for in this Agreement and shall have the exclusive control and administration of the Petroleum Operations.

4.3. The appointment of the Operator shall not relieve the Parties comprising the Contractor of their rights, obligations, and liabilities under this Agreement.

4.4. The Operator shall be the only entity which may execute contracts, incur expenses, make commitments, and implement other actions in connection with the Petroleum Operations on behalf of the Contractor.

- 4.5. Only one of the Contractor Parties may be appointed the Operator. As of the Effective Date the Operator shall be []. The Operator may be changed upon the prior written approval of the Minister, which approval shall not be unreasonably withheld.
- 4.6. Any replacement Operator must satisfy the Minister as to their technical and financial capacity to carry out Petroleum Operations under this Agreement.
- 4.7. In case there is only one Contracted Party they shall be the Operator.

Article 5 – Title to Data, Information and Confidentiality

- 5.1. Petroleum Data shall be the joint property of the Minister and the Contractor but shall become the sole property of the Minister with respect to any area which ceases to be part of the Contract Area, whether as result of relinquishment, or expiry, surrender, or termination of a Licence or otherwise in accordance with the Act, from the date on which such area ceases to be part of the Contract Area.
- 5.2. All Petroleum Data, information and reports obtained or prepared by the Contractor hereunder shall, so long as they relate to any part of the Contract Area, be treated as confidential and each of the Parties undertakes not to publish, reproduce or otherwise deal with such Petroleum Data or to disclose the same or the contents thereof to any other person without the consent in writing of the other Parties, such consent not to be unreasonably withheld, until the expiry of:
 - a) 5 year period after the date of submission in the case of geophysical data; or
 - b) 2 year period after the date of submission in the case of geological data;
 - c) 3 year period after the completion date in the case of well data; and
 - d) the term of the respective Licencewhichever occurs earlier.
- 5.3. The confidentiality obligation under Article 5.1(a) shall not:
 - a) apply to data in the public domain;
 - b) apply to data already known to each Party or its respective Affiliates as of the Effective Date;
 - c) apply to data acquired independently from a third party that has the right to disseminate such data or information at the time it is acquired by either Party or affiliate of such Party;
 - d) apply to data otherwise legally in possession of such Party or their respective Affiliates without restriction on disclosure;
 - e) prevent disclosure by the Parties:
 - i. to an Affiliated Company or employees of an Affiliated Company;
 - ii. to consultants, professional advisers, data processing centres, laboratories, and Sub-Contractors where disclosure is essential in the course of Petroleum Operations;

- iii. to a bank or other financial institution where disclosure is essential to work or financing for Contractor or Affiliated Company;
- iv. to the extent required by any applicable law or the regulations of any stock exchange upon which the shares of the Contractor or an Affiliated Company are quoted, or by governmental order, decree, regulation or rule, or to the extent required under any legal proceeding or any court order binding on Contractor or Affiliated Company;
- v. to bona fide prospective assignees or transferees of an interest hereunder of the Contractor or in connection with merger, consolidation, or a sale of stock of the Contractor or an Affiliated Company thereof. The Contractor shall take all steps necessary for the return or destruction of information by the prospective assignee if the assignment or transfer of interest hereunder does not proceed.
- vi. to the extent required to be furnished in connection with any unitization pursuant to Article 19.

- 5.4. Any Petroleum Data, information, or reports disclosed by the Contractor pursuant to this Article shall be disclosed on terms which ensure that the data, information or reports aforesaid are treated as confidential by the recipient (except for disclosures made pursuant to Article 5.3.e.iv) and prompt notice of all disclosures shall be given to the Minister.
- 5.5. Subject to the prior written consent of the Minister, which consent shall not be unreasonably withheld, the Contractor may use Petroleum Data for data trades one year from the date such data ceases to be confidential pursuant to the terms of Article 5.2, subject to participation by the Minister in the results of the data trade.
- 5.6. Where a Licence ceases to be in force with respect to any Contract Area, the Contractor shall deliver to the Minister originals of all Petroleum Data provided however that, upon the written consent of the Minister, the Minister shall permit the Contractor may retain copies of said Petroleum Data subject to Article 5.5.
- 5.7. Notwithstanding anything provided in this Agreement, the Contractor's proprietary technology, except technology for which the cost of development has been approved as Recoverable Contract Cost under this Agreement, shall remain the property of the Contractor.
- 5.8. Notwithstanding the provisions of Article 5.2 the Minister may disclose Petroleum Data without the consent of the Contractor where the disclosure is made in connection with, the preparation or reporting of statistics by or on behalf of the State, or other purposes in accordance with the Act.

Article 6 – Exploration Period

- 6.1. The Exploration Period shall be for a period not exceeding five (5) Contract Years from the Effective Date, divided into:
- (a) an initial period of three (three) Contract Years from the Effective Date (the “First Phase”);
 - (b) an optional renewal period of two (2) years immediately following the First Phase (the “Second Phase”), subject to approval by the Minister pursuant to the terms of the Act and conditions established in this Agreement; and

- 6.2. Prior to the end of the First Phase of the Exploration Period prescribed in Article 6.1. the Contractor may apply for renewal of the Petroleum Prospecting Licence.
- 6.3. The approval by the Minister of the Contractor's application for renewal of the Petroleum Prospecting Licence is subject to the Contractor having fulfilled its obligations for the First Phase to the satisfaction of the Minister.
- 6.4. The Contractor shall submit to the Minister an application for renewal of the Exploration Period under Article 6.2 at least sixty (60) days prior to expiration of the then current phase. The Contractor may request such renewal only if it: (i) has fully complied with the minimum work commitments required for the Exploration Period in question specified in Article 11 of this Agreement, and (ii) agrees to perform additional work commitments during the renewal period in accordance with Article 11. The Minister will approve such renewal if the two (2) foregoing conditions are satisfied as long as the Contractor has complied with all of its other obligations under this Agreement and subject to the receipt of the Renewal Period Guarantee by the Minister within sixty (60) Business Days after the Minister approves the renewal of the exploration period.
- 6.5. No Exploration Operations may be conducted in any portion of the Contract Area designated as Development Area.
- 6.6. If the Contractor does not elect to apply for the subsequent renewal periods, this Agreement shall terminate as provided herein under terms and conditions to be agreed by Minister and Contractor at the end of the then-current phase, with respect to any portion of the Contract Area not included in:
- (a) a Development Area;
 - (b) Appraisal Areas;
 - (c) Retention Areas;
 - (d) any areas then pending approval by the Minister; or
 - (e) any area that is the subject of a dispute and said dispute is being resolved pursuant to Article 47.

Article 7 – Development and Production Period

- 7.1. If subsequent to a Commercial Discovery, the Contractor submits an application for a Production License pursuant to the terms of the Act and Article 16 of this Agreement, the term of the Agreement shall be for an initial period of twenty (20) years from the Effective Date with respect to the Development Area corresponding to such Commercial Discovery. Such Period shall be referred to as the Initial Production Period. However, if the Commercial Discovery relates to a Natural Gas Field, the term of the Initial Production Period shall be thirty (30) years from the Effective Date.
- 7.2. The Contractor may, pursuant to the Act, request by notice to the Minister at least one (1) year prior to the end of the Petroleum Production Licence to renew the Licence for a period of up to ten (10) years.

Article 8 – Retention Period

- 8.1. If an accumulation of hydrocarbons discovered in the Contract Area is deemed by the Contractor not to be of potential commercial interest at the time of the discovery but is likely to be of potential commercial interest within five (5) years of the discovery date, the Contractor may request to the Minister an authorization to postpone the Declaration of Commerciality and retain the Discovery Area for up to five (5) years. An application for a Retention of a Discovery may be justified under the following circumstances:
- a) lack of market for the Natural Gas to be produced but is expected to be created in less than five (5) years;
 - b) lack or inadequacy of infrastructure for transportation of the Natural Gas to be produced by the Contractor but is expected to be implemented in less than five (5) years.
 - c) the volume of the oil and gas discovery is such that its commercial feasibility depends on additional discoveries to be made in the same Contract Area or in adjacent Contract Areas, aiming for the joint development of all operations;
 - d) lack of technology for development of high-pressure high temperature (HPHT) reservoirs but which is expected to become available in less than five (5) years.
- 8.2. The Contractor may submit to the Minister an application for Retention of Discovery under the circumstances prescribed in Article 8.1 no later than six (6) months from the date of Notice of Discovery. The application for Retention of Discovery shall be accompanied by a Retention Work Programme laying out the specific activities that the Contractor undertakes to carry out to:
- a) secure the market for natural gas,
 - b) develop the infrastructure for transportation of natural gas, and
 - c) ensure the joint development of a cluster of fields or development of an infrastructure hub to enable the commercial recovery of hydrocarbons from the discovery(s) in question.
- 8.3. The Minister shall within sixty (60) days of the receipt of the application for Retention of Discovery make a decision whether to grant or reject the application. The approval of the application for Retention of Discovery is at the discretion of the Minister. In reviewing the application for Retention of Discovery, the Minister shall prioritize the national interests of the State.
- 8.4. If the Retention of the Discovery by the Contractor is considered in the best interest of the State, the Minister may approve the Retention of Discovery for an initial period of three (3) years, termed “Retention Period”. Within ninety (90) days of the end of the initial Retention Period the Contractor may apply for a two (2) year renewal of the Retention Period. Such request must be accompanied by a technical report and an updated Retention Work Programme. The approval of the application for renewal of the Retention Period is at the discretion of the Minister.
- 8.5. The Minister may refuse to grant the Retention of a Discovery by first providing the Contractor:

- a) Notice stating the grounds of the intended refusal; and
- b) Ninety (90) calendar days following the date of the notice referenced in Article 8.3 to respond to or remedy the stated grounds for refusal.

8.6. During the Retention Period, Contractor shall pay to Minister at the end of each Contract Year of the Retention of the Discovery an annual holding fee of Two Million United States Dollars (USD 2,000,000). Such fee shall not be cost recoverable.

8.7. The application for Retention of Discovery must include:

- a) The reasons supporting a determination that the Discovery is not of potential commercial interest at the time of the notice but could become so in the future;
- b) Geological map with the definition of the coordinates of the Retention Area, including the area that covers the geological structure or characteristic in which the Discovery was made;
- c) Exploration plan to address the challenges to be overcome, in the search for additional reserves or co-development, with the objective of achieving commerciality of the Discovery;
- d) Execution schedule and budget of the work commitment of the corresponding Retention Period;
- e) Commitment to drill additional exploratory wells when the application for Retention of Discovery is made according to the provisions of Article 8.1.c;
- f) Detailed report related to technological advances related to development of HPHT reservoirs and ongoing and planned research and development in securing such technology in less than five (5) years, when the application for Retention of Discovery is made according to the provisions of Article 8.1.d; and
- g) Performance Guarantee supporting the activities to be carried under the Retention Period.

8.8. The Retention Period will end at any time when:

- a) The Contractor relinquishes the Retention Area and consequently the rights arising from the Discovery; or
- b) The Contractor submits the Declaration of Commerciality and applies for a Petroleum Production Licence accompanied with a Development Plan for approval by the Minister in accordance with the terms of Article 14 and 15 of this Agreement; or
- c) The term of the Retention Period expires without the Contractor having submitted a declaration of Commerciality in accordance with the terms of Article 15.

Article 9 – Relinquishment

9.1. If prior to the end of the First Phase of the Exploration Period an application is made by the Contractor for renewal of the Petroleum Prospecting Licence under the Act, the Contractor shall then relinquish at the end of the First Phase an area equal to at least fifty percent (50%) of the Contract Area.

- 9.2. The areas to be relinquished pursuant to Article 9.1 shall be contiguous and:
- (a) comprise of Blocks, as defined in the Act;
 - (b) exclude any Discovery Area under an approved Appraisal Programme pursuant to Article 14;
 - (c) exclude any Retention Area;
 - (d) exclude any Development Area;
 - (e) any areas then pending approval by the Minister;
 - (f) exclude any area that is the subject of a dispute and said dispute is being resolved pursuant to Article 47;
 - (g) be selected by Contractor so that:
 - i. the area relinquished shall comprise not more than two (2) discrete areas;
 - ii. the Blocks to be retained for and during the renewal periods shall constitute not more than one (1) discrete area unless otherwise agreed to by the Minister.
- 9.3. The application submitted by the Contractor pursuant to Article 9.1, shall include a map and a description indicating the precise extent of the area and reservoir(s) to be relinquished and the area and reservoir(s) to be retained and their geographical coordinates.
- 9.4. In the event that an area or areas cannot be identified for relinquishment in accordance with this Article without including in such area or areas in whole or in part a subsisting Discovery Area, area under an Appraisal Programme, or Development Area, or the Minister is of the opinion that the area(s) to be relinquished will not enable licensing separately or jointly with contiguous unlicensed areas, then the Minister and Contractor shall consult together with a view to agreeing on the area(s) to be relinquished in the light of the circumstances then prevailing.
- If after sixty (60) days from receiving notice of the Contractor's proposed relinquishments the Parties cannot agree on a proposed relinquishment, the Parties may submit the matter to a sole expert pursuant to Article 47.
- 9.5. If the Contractor fails to identify the polygons of the area to be relinquished with its application for renewal of the Petroleum Prospecting Licence pursuant to the terms of the Act and Articles 9.2, and 9.3 of the Agreement, the Minister shall define the area to be relinquished and notify the Contractor within sixty (60) days of receipt of the application for renewal of the Petroleum Prospecting Licence.
- 9.6. If a Petroleum Prospecting Licence ceases to have effect with respect to Discovery Blocks, such reduction in size of the Contract Area shall be treated as an advance relinquishment under this Article and shall reduce the area next required to be relinquished accordingly.
- 9.7. Without prejudice to the obligations undertaken in Article 11, the Contractor may at any time during the validity of the Petroleum Prospecting Licence, on giving the Minister no less than three (3) months notice, relinquish any Block or Blocks in the Contract Area pursuant to the Act. Any such relinquishment shall count towards any subsequent mandatory relinquishments required under Article 9.1.

- 9.8. At the end of the Third Phase of the Exploration Period the Contractor must relinquish all Contract Areas except for any:
- (a) Development Areas;
 - (b) Discovery Areas under an approved Appraisal Programme pursuant to Article 14;
 - (c) Retention Areas held pursuant to an authorization under Article 8.
- 9.9. No relinquishment shall relieve the Contractor of any accrued, but unfulfilled obligations under this Agreement.

Relinquishment, Withdrawal or Cancellation

- 9.10. Upon relinquishment, withdrawal, surrender or cancellation of any portion of the Contract Area, within one year of the effective date of the relinquishment, surrender or cancellation, or such time as mutually agreed by the Parties, the Contractor shall perform all necessary abandonment and site restoration activities in accordance with Article 41 and Best International Industry Standards and Practices to restore such area as nearly as possible to the condition in which it existed on the Effective Date, including removal of such facilities, equipment or installations as Minister may instruct, and shall take action necessary to prevent hazards to human life, property and the environment which may be caused by its facilities, equipment or installations.
- 9.11. All improvements and property of the Contractor not removed within the timeframe specified under Article 9.11 shall become property of the Government. Failure to meet the obligations of Article 9.11 and Article 41 shall not relieve the Contractor of liability for the cost of the removal installations and equipment or for the restoration of the site. Furthermore, the Contractor is responsible for accidents or damages which might occur as a result of failure to timely remove equipment and restore the site.

Article 10 – Exploration Plan

- 10.1. Within one hundred and twenty (120) Days following the Effective Date, the Contractor shall submit an Exploration Plan to the Minister for its approval. The Exploration Plan shall contemplate at least, the performance of all of the activities provided for in the Minimum Work Program and set out the Petroleum Operations and estimated expenditure that Contractor proposes to undertake out during the term of the Prospecting Licence.
- 10.2. The Exploration Plan shall contain a detailed description of Exploration Operations the Contractor plans to undertake including but not limited to:
- (a) *Description, objectives, and schedule.* A description of the activities, objectives, and tentative schedule (from start to completion) of the exploration activities that Contractor proposes to undertake including geological and geophysical surveys, studies and interpretation, exploration drilling, well test flaring, installing of well protection structures, temporary well abandonment etc.;
 - (b) *Drilling unit.* Where applicable, a description of activities including number of wells, location, depth and targets, the drilling unit and associated equipment the Contractor will use to conduct proposed exploration activities, including a description of its safety and pollution prevention features, and a table indicating the type and the estimated maximum quantity of fuels, oil, and lubricants that will be stored on the facility etc.;

(c) **Budget.** A detailed estimate of Costs necessary to implement the Petroleum Operations described in the exploration plan, associated spending schedule and supporting documents for all its Cost estimates.

- 10.3. The Minister will grant or deny its approval of the proposed Exploration Plan within a period not to exceed one hundred and twenty (120) Days following the receipt of the Exploration Plan pursuant to the terms of applicable legislation and this Agreement. In the event the Minister does not issue a decision during the period provided, the Contractor shall send a notice to the Minister seeking decision on the Exploration Plan.
- 10.4. Without prejudice to Article 10.3, the Minister may propose amendments to the Contractor's proposed Exploration Plan, when it was not prepared following Best International Industry Standards and.
- 10.5. The Contractor must provide a response to the amendments proposed by the Minister within thirty (30) days of receipt of the Minister's amendments. The Parties shall, within forty-five (45) days of receipt of the Minister's amendments, meet in order to resolve in good faith any difference that may exist regarding the proposed Exploration Plan. If the Parties have not reached a mutually acceptable solution within fifteen (15) days of the foregoing meeting, the Contractor may refer the matter for expert determination pursuant to Article 47. During the expert determination period, the Contract Area may not be withdrawn by any Party or relinquished without the written consent of the Parties and the Prospecting License shall be extended for a period equivalent to the time used for expert determination.

Article 11 – Minimum Exploration Work Programme and Budget

- 11.1. The Contractor shall commence Exploration Operations hereunder upon approval of the Exploration Plan under Article 10 of this Agreement.
- 11.2. During the First Phase of the Exploration Period, the Contractor shall carry out at least the following Minimum Exploration Work Programme:

a) Geological:

- i. Evaluate, integrate and map all data related to the Contract Area;
- ii. Acquire geological data and conduct studies in accordance with Annex "G" to the value ofUnited States Dollars (US\$.....). These will include the following elements:

[The elements will be itemized upon execution of the PSC.]

b) Geophysical:

- i. Design, conduct and process a new full fold 3D seismic survey of at least (.....) square kilometres of full fold 3D seismic to the value of United States Dollars (US\$) with shooting to commence within(....) Months after the Effective Date; and;
- ii. Evaluate, integrate and map all seismic data related to the Contract Area.

The renewal of the Petroleum Prospecting Licence is subject to Contractor having fulfilled the minimum Exploration Work Programme specified in Article 11.2 to the satisfaction of

the Minister and relinquishment of areas pursuant to Article 9. Contractor shall not be released of its work and financial obligations under this Agreement if it fails to carry out the Minimum Work Programme to the Minister's satisfaction.

11.3. During the Second Phase of the Exploration Period, the Contractor shall carry out at least the following Minimum Exploration Work Programme:

a) Geological and Geophysical:

Carry out additional geological and geophysical studies to the value of United States Dollars (US\$) with shooting to commence within(....) Months after the Effective Date; and;

b) Drilling:

Drilling of at least one (1) Exploration Well, to a depth of at least(.....) meters, true vertical depth below mudline to the value of United States Dollars (US\$).

Contractor shall not be released of its work and financial obligations under this Agreement if it fails to carry out the Minimum Work Programme to the Minister's satisfaction.

11.4. For purposes of the Minimum Exploration Work Programme under Article 11.3:

a) The obligations related to the Second Phase of the Exploration Period will accrue only if the Contractor elects to enter such renewal period via written application pursuant to the Act and Article 6.4.

b) In the event that an Exploration Well attains the minimum depth requirement in a prospective zone specified in the approved Minimum Exploration Work Programme and Budget, the Contractor shall if required by the Minister continue drilling to a depth which will ensure penetration of and allow for further testing and evaluation of the prospective zone. The details of such further drilling and amendments to the Minimum Exploration Work Programme shall be mutually agreed by the Parties, provided that it does not result in a material change to the Contractor's overall work and expenditure commitments in the Minimum Exploration Work Programme and Budget for the current period.

c) Additional line kilometres of seismic and additional Exploration Wells beyond the minimum work obligation required for any phase of the Exploration Period may be carried forward to satisfy the respective work obligations of a subsequent phase of the Exploration Period provided that the work commitments for the current phase of the Exploration Period have been satisfied. The Contractor may request the recognition of such additional exploration work be credited against any work commitments in the subsequent phases of the Exploration Period. Such request must be included in the request for renewal of the Exploration Period as provided in this Article 6.4.

11.5. Neither the activities carried out as part of an Appraisal Programme approved under Article 14 nor the associated expenditure shall be considered as work or expenditure in fulfilment of the Contractor's obligations in respect of the Minimum Exploration Work Programme.

- 11.6. If in the course of drilling an Exploration Well, the Contractor, in its reasonable opinion and after consultation with the Minister, decides that drilling to the depth specified is impossible, impractical or unsafe in accordance with Best International Industry Standards and Practices, the Contractor may discontinue such operation. Amendments to the Minimum Exploration Work Programme and Budget to account for such shortage of drilling depth shall be mutually agreed by the Parties, provided that it does not result in a material change to the Contractor's overall work and expenditure commitments in the Minimum Exploration Work Programme for the current period.
- 11.7. Where the Contractor, in the course of conducting the Minimum Exploration Work Programme, meets the value ofUS dollars as provided in Articles 11.2, 11.3 and 11.4 and 11.5 of this Agreement, the Minister shall require the Contractor to satisfy the Minimum Exploration Work Programme, notwithstanding that expenditure commitment has been met.
- 11.8. If in any phase of the Exploration Period the Contractor does not fulfil its obligations in respect of the Minimum Exploration Work Programme for that Exploration Period, the Contractor is obliged to pay the Government an amount equal to the difference between the minimum expenditure obligation specified for that phase of the Exploration Period and the actual amounts expended on the work commitments carried out.
- 11.9. If the Contractor complies with the minimum work obligations referred to in Articles 11.2, and 11.3 of this Agreement, relating to each phase of the Exploration Period, it is considered to have met the minimum exploration expenditure set out in in Articles 11.2, 11.3, to the Minister's satisfaction, expressed in writing.
- 11.10. Within thirty (30) days of the completion of the Minimum Exploration Work Programme in any phase of the Exploration Period, the Contractor shall notify the Minister that it considers it has fulfilled the Minimum Exploration Work Programme. The Minister shall, within forty-five (45) days of receipt of the Contractor's notice of completion of the Minimum Exploration Work Programme, provide a written statement certifying the satisfactory completion of the Minimum Exploration Work Programme (Satisfactory Completion Certificate) or a letter stating its objections ("Notice of Objection to Certify"). In the event the Minister sends a Notice of Objection to Certify, the Parties shall, within fifteen (15) days of the Minister's Notice of Objection to Certify, meet in order to resolve in good faith any difference that may exist regarding the performance of the Minimum Exploration Work Programme. If the Parties have not reached a mutually acceptable solution within fifteen (15) days of the foregoing meeting, the Contractor may refer the matter for expert determination pursuant to Article 47.

Article 12 – Discovery Notification

- 12.1. Notice of Discovery
 - a) The Contractor shall immediately inform the Minister in writing of any Discovery ("Notice of Discovery").
 - b) Additionally, within 30 days of the Notice of Discovery the Contractor shall submit a technical report containing the results and analyses of the tests carried out or the

samples taken, a description of the geological aspects, as well as the analyses carried out on the fluids and rocks obtained, subject to any technical standards issued by the Minister or its designee. If the Discovery is of Non-Associated Natural Gas or Heavy or Extra Heavy Liquid Hydrocarbons, the Contractor must also make available to the Minister the calculations and additional supporting information submitted for purposes of classification. If the Contractor does not comply with its obligation to deliver the technical report within the term and under the terms set forth in this Article, it shall lose all rights over the Reservoirs contained in the structure or geological trap containing the respective Discovery.

12.2. Deadline for giving notice of discovery

The Notice of Discovery shall be given within thirty (30) Days following the date of release of the drilling equipment (rig release) from the Exploration Well related to the Discovery. This term may be extended for forty (40) more Days, if the Contractor decides to carry out additional tests in the well, in which case it must request written authorization for such purpose from the Minister, no less than fifteen (15) Days prior to the expiration of the forty (40) day period initially established, accompanying its request with a description of the tests to be carried out and a detailed schedule thereof. Within fifteen (15) Days from the date the Minister receives such request it must respond to the Contractor. If upon expiration of such term the Minister has not issued a response, the Contractor shall send a notice seeking a decision by the Minister.

12.3. Notice whether Discovery is of Potential Commercial Interest

- a) As soon as possible after the analysis of the data and information from such Discovery but no later than one hundred and five (105) Days from the date of the Discovery Notice, and subject to article 9 hereof, the Contractor shall by further notice inform the Minister whether or not in the opinion of the Contractor the Discovery is of potential commercial interest.
- b) Where the Contractor indicates, within one hundred and five (105) Days from the date of the Discovery Notice, that the Discovery is not of potential commercial interest, the Contractor shall, unless granted a Retention pursuant to Article 8, surrender the said Discovery Area corresponding to such Discovery and any rights relating to Exploration Operations there from.

Article 13 – Well Testing

- 13.1. During the drilling of the Wells carried out pursuant to this Agreement, the Contractor must keep the Minister informed of the progress of each Well, its proposals for tests, as well as the results of such tests.
- 13.2. At the request of the Minister, the Contractor must test any prospective zones and conduct additional tests, within the agreed well depth, provided that such tests are consistent with professional rules and Best International Industry Standards and Practices and do not interfere with the safety and efficiency of Petroleum Operations. Such tests are on behalf of the Contractor and must be credited in the mandatory work program.
- 13.3. **Formation Testing.** If the Contractor conducts a formation test in any Exploration Well, it shall notify the Minister at least ten (10) Days prior to the commencement of the formation test. The Contractor shall submit the data derived directly from the test to the Minister

within fifteen (15) Days following completion of the test. Within ninety (90) Days from completion of the formation test, the Contractor shall submit the relevant information to the Minister, along with technical studies and reports conducted after the formation test.

13.4. **Extended Well Test**

- a) If the Contractor contemplates the performance of an extended well test, the Contractor shall request to the Minister a specific authorization to do so.
- b) The Cost Oil for the extended well test shall be recovered in the Production Phase.
- c) The performance of the extended well test without the use or reinjection of the Natural Gas shall be limited to a term of one hundred and eighty (180) days, unless in exceptional cases, at the Minister's discretion.

14.5 **Test Results**

- a) Data, information, results, interpretations, models of static and dynamic Reservoirs, and the flow regimes obtained from formation tests or extended well tests during execution of the Petroleum Operations under this Agreement shall be submitted to Minister and its designee immediately upon their obtainment or completion, or within the term defined in the applicable laws and regulations.
- b) Information shall also contemplate the volumes of Oil, Gas, and water produced.
- c) As for extended well tests, the information shall be submitted to the Minister in accordance with the frequency term established in the authorization issued under Article 13.4.
- d) The production volumes arising from extended well tests shall be reported monthly.
- e) Title to petroleum produced during extended well tests belongs to the Government.
- f) The Cost Oil for the extended well tests shall be recovered only in case of Commercial Discovery.

Article 14 – Appraisal

14.1. If the Contractor pursuant to Article 12.3.(a) notifies the Minister that a Discovery is of potential commercial interest, it shall within thirty (30) days after such notice submit to the Minister for approval a proposed Appraisal Programme. The Minister shall respond in writing within sixty (60) days of receipt of the proposed Appraisal Programme of the Minister's decision to approve or seek modifications to the proposed Appraisal Programme. If the Minister does not respond within the sixty (60) day period prescribed herein the Contractor shall send a notice to the Minister seeking decision on the proposed Appraisal Programme.

14.2. The Appraisal Programme shall:

- a) identify the Appraisal Area (by diagram and geographical coordinates) which shall not exceed the area encompassing the geological structure or feature in which the Discovery is made plus a buffer zone of five hundred (500) metres surrounding such structure;

- b) specify in detail the Appraisal work including, , seismic, drilling of wells and studies, the time frame for their implementation and a detailed budget; and
 - c) identify and evaluate potential marketing options for the estimated volumes of natural gas.
- 14.3. The Contractor shall carry out the approved Appraisal Programme within a thirty (30) month period. The Contractor may amend the Appraisal Programme subject to the Minister's prior approval. Such approval is at the Minister's absolute discretion.
- 14.4. No later than one hundred and eighty (180) Days prior to expiration of the Appraisal Period or any extension thereof granted by the Minister pursuant to his authority under the Act, the Contractor shall submit to the Minister a comprehensive evaluation report on the corresponding Appraisal Programme (the "Appraisal Report"). Such Appraisal Report shall include the following information:
- a) the proposed delineation, including geographic coordinates, of the areal extent of the geological structure corresponding to the Commercial Discovery, plus a boundary zone of 500 metres;
 - b) geological conditions, such as structural configuration; physical properties and extent of reservoir rocks;
 - c) pressure, volume and temperature analysis of the reservoir fluid;
 - d) fluid characteristics, including gravity and composition of liquid and gaseous hydrocarbons, sulphur percentage, sediment and water percentage, and product yield pattern;
 - e) production forecasts (per well and per Field);
 - f) estimates of recoverable reserves, projected delivery rate and pressure, quality specifications and other relevant technical and economic factors including economic feasibility studies carried out by Contractor in respect of its declaration made under Article 15;
 - g) all available commercial and technical information relevant to the determination of a market for the estimated volumes of natural gas;
 - h) a marketing plan, as well as an evaluation of the marketing options for the estimated volumes of natural gas; and
 - i) any other information the Minister or its designee may request consistent with applicable law and Best International Industry Standards and Practices.
- 14.5. If the Contractor fails to submit an Appraisal Programme within the time period specified in Article 14.1, the Licence with respect to the corresponding Discovery Area shall cease to have effect. Either Party shall have the right to refer this matter to dispute resolution in accordance with the terms of Article 47, in which case the Contractor shall not be obliged to relinquish as aforesaid unless and until a determination to this effect is made pursuant to the dispute resolution process.

Article 15 – Commercial Discovery

- 15.1. No later than one hundred and eighty (180) Days prior to the end of the Appraisal Period or the end of the Retention Period, the Contractor shall submit a written declaration to the Minister indicating, that it has determined the Discovery is either:

(a) a Commercial Discovery; or

(b) not a Commercial Discovery in which event Contractor shall be required to relinquish the areas pursuant to Article 9.

- 15.2. The Minister shall within thirty (30) Days of receipt of the Appraisal Report to notify the contractor whether or not it approves the proposed delineation of the geological structure corresponding to the Commercial Discovery. In the event the Minister does not approve the proposed delineation within the said thirty (30) Days, the Parties will meet within the following thirty (30) Days to seek a mutually acceptable delineation. If the Parties have not reached a mutually acceptable delineation within such thirty (30) Day period, the Contractor may refer the matter for expert determination pursuant to Article 47. During the expert determination period, the Contract Area may not be withdrawn by any Party or relinquished without the written consent of the Parties and the Prospecting License shall be extended pursuant to the Act.
- 15.3. A declaration of a Commercial Discovery shall be without prejudice to the Contractor's continuing obligations under a Petroleum Prospecting Licence, exploration and appraisal activities in the rest of the Contract Area until the end of the Exploration Period or completion of the Minimum Work Program.

Article 16 – Development Plan

Application

- 16.1. The Contractor shall make an application to the Minister for a Petroleum Production Licence in respect of any part of the Contract Area associated with a Commercial Discovery in accordance with the Act. Such application shall be accompanied by a proposed Development Plan. The application for a Petroleum Production Licence and the accompanying Development Plan shall be submitted no later than one hundred and twenty (120) days prior to the expiration of the corresponding Appraisal Period.
- 16.2. If the Contractor fails to submit an application for Petroleum Production Licence and the accompanying Development Plan within the period specified in Article 16.1, or within such further period as the Minister may allow, the Minister may direct that the Petroleum Prospecting Licence shall cease to have effect in respect of the relevant Development Area, pursuant to the terms of the Act.

Development Area

- 16.3. A separate application for a Petroleum Production Licence and corresponding Development Plan shall be submitted for each Development Area.
- 16.4. The Development Area shall encompass all Commercial Discoveries to be produced under a single development concept. The Development Area shall be delimited, based on data obtained during the Appraisal Period, to encompass the field or fields that are part of the Commercial Discovery.
- a) During the Development Phase, the Contractor may apply to the Minister to change the Development Area in order to incorporate other Discovery Blocks from the Prospecting Area, as long as, cumulatively:

- i. one or more reservoirs are verified to be extrapolating the Development Area; and
 - ii. the Discovery Blocks intended to be incorporated have not been relinquished by the Contractor in accordance with the provisions of Article 9 of this Agreement.
- b) The application for revision or amendment of the Development Area to include additional discovery blocks under Article 16.4.(a) of this Agreement must be accompanied by an application to amend the Petroleum Production Licence accompanied by an amended Development Plan.

Content of Development Plan

16.5. The Development Plan shall contain a detailed description of the development and production activities the Contractor plans to undertake giving an account of resource related, reservoir engineering, development concept, production facilities, socio economic, technical, environmental and safety related aspects of the development. The level of production set shall be consistent with the maximum efficient recovery of resources which conforms to sound reservoir engineering principles in accordance with Best International Industry Standards and Practices.

The Development Plan shall include but not be limited to:

- a) *Overview*: Description of development objectives and development concept, including alternatives considered, tentative schedule, subsequent development stages, if any, and co-ordination of petroleum activities among other developments if relevant;
- b) *Location*: Description of the surface outline of the area in which development and production operations will be carried out "Development Area" as well as location and water depth of the proposed wells and production facilities;
- c) *Drilling rig*: A description of the offshore drilling unit and associated equipment that will be used to carry out the proposed development drilling activities;
- d) *Production facilities*: A description of the production platform(s), subsea wellheads and manifolds, pipelines, separation and storage facilities, measurement equipment and other production facilities that will be used to carry out the proposed development and production activities;
- e) *G&G and reservoir engineering*: Description of geological and reservoir engineering aspects including reserve estimates, production profiles, reservoir management practices to ensure maximum efficient recovery of the resources, resource conservation measures and production schedule;
- f) *Technical and safety measures*: Description of technical solutions aimed at preventing and minimizing environmentally harmful discharges and emissions, safety management systems, including estimates of maximum quantity of fuels and oil that will be stored in drilling units or production facilities;
- g) *Cost and economics*: Projection of capital and operating expenditure as well as government and Contractor cashflow, including indicators such as project life cycle internal rate of return and breakeven cost at different rates of return;

- h) *Operational aspects*: Description of operational aspects including maintenance support vessels, onshore support facilities etc;
- i) *Monitoring and supervision*: Environmental monitoring and supervision of petroleum activities;
- j) *Emergency response*: Oil spill contingency plans and emergency response;
- k) *Socio-economic*: Description of socio-economic impact of proposed development including proposed local content plans pursuant to Local Content Act;
- l) *Preliminary Abandonment Plan*: Preliminary estimate of abandonment and decommissioning cost and description of the disposal method;
- m) *Gas utilization*: Plans describing utilization and commercialization of associated gas. Description of natural gas markets and infrastructure development in the case of non-associated gas discovery;
- n) *Air emissions*: information on air emissions and measures to minimize flaring and mitigate emissions;
- o) *Carbon Capture and Storage (CCS) technologies*: information on technologies and measures to be taken to capture GHG emissions associated with Petroleum Operations;
- p) *Carbon storage*: analysis of suitability of reservoirs for carbon storage and potential storage capacity;
- q) *Waste*: Solid and liquid wastes and discharge information;
- r) *Crude oil valuation*: Description of the basket of crudes to be considered for valuation of the crude oil to be produced from the proposed development;
- s) *Development schedule*: anticipated development schedule;
- t) *Estimated budgets*: detailed budget estimates and breakdown of tangible and intangible drilling costs, costs associated with facilities and infrastructure, and other operational expenses.
- u) *Production*: Anticipated production profile; and
- v) *Other*. Any other information required pursuant to the safety and environmental regulations in force at any time during the execution of the Agreement.

All technical models, particularly, static and dynamic models, as well as economic models shall to the extent possible be submitted in a non-proprietary format.

- 16.6. The Development Plan shall be accompanied by an Environmental Impact Assessment Plan submitted under the Environmental Protection Act, 1996. The approval of the Development plan and issuance of the Production License is subject to the environmental authorizations to be issued by the Environmental Protection Agency in accordance with the Environmental Protection Act.

Approval of the Development Plan

- 16.7. Within twenty (20) Business Days of receiving the application for Petroleum Production Licence and the accompanying Development Plan the Minister shall deem the application submitted if the submitted information meets the requirements of Article 16.5 and is

sufficiently accurate. This initial review process is not a substitute for the assessment and review process provided for in Article 16.11 during the course of which the Government may request additional information, clarification etc. in keeping with and to satisfy the requirements of all applicable laws.

- 16.8. The Minister shall notify the Contractor within twenty (20) Business Days of the receipt of the application for Petroleum Production Licence and the accompanying Development Plan of any deficiencies in the application documentation, if the Minister determines that the Contractor has not met one or more of the conditions of Article 16.5. The Minister shall not deem the application for Petroleum Production Licence and the accompanying Development Plan submitted until the Contractor has corrected all the deficiencies or issues identified in the notice to the satisfaction of the Minister, expressed in writing under Article 16.10.
- 16.9. Upon receipt of the deficiency notice under Article 16.8 of this Agreement the Contractor has forty (40) Business Days to submit the additional information and correct the deficiency.
- 16.10. Upon receipt of the documents correcting all the deficiencies, the Minister will notify the Contractor when the application for Petroleum Production Licence and the accompanying Development Plan is deemed submitted.
- 16.11. The Minister shall, within one hundred and twenty (120) days of the date application for Petroleum Production Licence and the corresponding Development Plan is deemed submitted, either notify the Contractor that the proposed Development Plan is approved or propose revisions thereto. Where the Minister fails to respond to or act on the aforesaid application within one hundred and twenty (120) days, the Contractor shall send a notice to the Minister seeking decision on the Development Plan.
- 16.12. Where the Minister proposes revisions to the Contractor's proposed Development Plan in accordance with Article 16.8, the Contractor shall, within forty (40) Business Days of their receipt, submit a revised Development Plan integrating such of the Minister's proposals as are acceptable to the Contractor. The Parties shall meet in order to seek to resolve in good faith any difference that may exist regarding the Proposed Development Plan. In the event that the Parties are unable to agree on amendments to the application within sixty (60) Business Days of the date of notice sent by the Minister under Article 16.12 (or such longer period as the Parties shall agree), the Parties may refer the matter for dispute resolution under Article 47.
- 16.13. Where the Minister considers that the aforesaid application has met the requirements of the Act, applicable laws of the Cooperative Republic of Guyana and this Agreement, the Minister shall, within one hundred and twenty (120) days of the date application is deemed submitted, so notify the Contractor. In such event that the Contractor has made an application which meets the requirements of the Act, applicable laws of the Cooperative Republic of Guyana and this Agreement, and delivers the best outcome for the country, provided the Contractor is not in default under this Agreement, the Minister shall grant, within sixty (60) days of such notification or determination as the case may be, to Contractor, a Petroleum Production Licence over the area for which the application has been made on terms and conditions consistent with the applicable law and this Agreement which will enable the Contractor to carry on Petroleum Operations in the Development Area in accordance with the Development Plan wherein the level of production set shall be consistent with the maximum efficient rate of production which conforms to sound reservoir engineering principles in

accordance with good international petroleum industry practice. In the event the Minister imposes policy-based production limits on production below those consistent with maximum efficiency rates for the field or fields, any such production limits will be imposed countrywide and shall be allocated proportionately based upon demonstrable, verifiable field production capacities. Notwithstanding the authority of the Minister to review and approve the Development Plan and grant Petroleum Production Licence, such approval shall not be granted unless the environmental authorization is issued, pursuant to the provisions of the Environmental Act.

16.14. While the Contractor holds a Petroleum Prospecting Licence or has made an application pursuant to Article 16.5 and in accordance with the Act, the Minister shall not grant a Petroleum Production Licence in respect of all or part of the Contract Area or area covered by such application (whether on a geographical or geological basis) to any third party.

Reviews and Amendments

16.15. The Development Plan may be revised or amended in the following cases:

- a) at the request of the Contractor, in case of evidenced changes in the technical conditions assumed in its preparation; and
- b) when the Development Area is modified pursuant to Article 16.4.(a) – 16.4.(b).

16.16. The amendment of the Development Plan will be subject to the same approval process and procedures prescribed in Articles 16.7 through 16.15.

Article 17 – Annual Work Programmes and Budgets

Work Plans

17.1. **Work Programmes.** The Contractor shall submit to the Minister for approval annual Work Programmes for each of the Petroleum Operations including Abandonment. The Minister will decide on the proposed Work Programmes in a period not to exceed forty-five (45) Days following its receipt of the necessary information. The Work Programmes shall contain a detailed list of the individual activities the Contractor plans to conduct, the estimated expenditure, and the estimated time for each of such activities. During the Exploration Period, the Work Programmes shall comply with the Minimum Work Program, and the Exploration Plan, and during any Development Period, the Work Programmes shall comply with the relevant Development Plan. All Work Programmes shall comply with the Applicable Laws, the Environmental and Safety Management System and the other terms and conditions of this Agreement and Best International Industry Standards and Practices.

The Minister may deny approval of the Work Programmes if the Contractor (i) does not comply with the Minimum Work Program, or the additional commitments made for the Appraisal Period and, or Retention Period; (ii) the Work Programme submitted during the Development Period modifies the Development Plan, and (iii) the Work Plan does not comply with Best International Industry Standards and Practices.

17.2. **Work Programme in Exploration Period.** The first Work Programme of the Exploration Period will be submitted simultaneously with the Exploration Plan for approval by the Minister. Such first Work Programme in the Exploration Period shall cover the Exploration Operations to be conducted during the remaining portion of the Calendar Year. Thereafter, the Contractor shall submit the Work Programme for each Year no later than September 30 of the immediately preceding Year.

17.3. **Work Programme in Development Period.** The first Work Programme for each Development Period shall be submitted along with the respective Development Plan and shall include the Petroleum Operations to be conducted during the remaining portion of the Calendar Year. The Contractor shall submit the Work Programme for each subsequent Year, or its update, no later than September 30 of the immediately preceding Year.

All Work Programmes submitted in the Development Period shall contain a monthly production estimate for the applicable Year, as well as a forecast of the total production of the Commercial Discovery throughout the full term of the Agreement.

17.4. **Observations by the Minister.** The Minister shall communicate to the Contractor any objection or comment it may have regarding any Work Programme. The Minister shall approve the Work Programmes if they comply with: (i) the Minimum Work Programme, the Exploration Plan and the Development Plan, as applicable; (ii) the terms of the Accounting Procedures and the other terms and conditions of this Agreement; (iii) Best International Industry Standards and Practices; (iv) the Environmental and Safety Management System, and (v) the Applicable Laws. The Contractor shall modify and resubmit for written approval any Work Programme that may have been observed to or commented on by Minister. The Contractor may not conduct any activities not included in an approved Work Programme, except in the case of an emergency pursuant to Article 21.

The Contractor must provide the operative solutions and the correspondent adjustments to the Work Programme reflecting the observations of the Minister. Meetings may be held in order to resolve in good faith any technical difference that may exist regarding to the observations of the Work Programme, in accordance with the Best International Industry Standards and Practices and the Applicable Laws.

17.5. **Changes by the Contractor.** If it is useful for the Petroleum Operations, the Contractor may request approval from the Minister to modify an approved Work Programme in accordance with applicable laws. Such request shall describe the rationale and benefits of the proposed changes and shall contain a comparison of the new Work Programme to the Work Programme approved by the Minister, cost variations, and any other information as required by the applicable laws or requested by the Minister. The Minister shall communicate to the Contractor any objection or comment it may have regarding the proposed modifications, it being understood that the Minister shall approve them if the Contractor demonstrates that the proposed changes comply with applicable laws, the terms and conditions of this Agreement (including the Minimum Work Program, the Exploration Plan and, as the case may be, the Development Plan), the Environmental and Safety Management System and Best International Industry Standards and Practices. Approval of changes to the approved Work Programmes is at the discretion of the Minister upon satisfaction that the amended Work Programme delivers the best outcome for the country.

17.6. **Drilling and Geophysical Reports.**

- a) During the drilling of any Well and until the termination of drilling activities, the Contractor shall send to the Minister the drilling reports required by the applicable laws. The Contractor shall maintain a digital record, in original form and available for good quality copy, of all the geological and geophysical information related to the Contract Area and shall deliver a copy of such information, including the log files for the Wells, to the Minister.
- b) Upon completion of any Well, the Contractor shall submit a final Well completion report containing at a minimum the information required by the Applicable Laws.

17.7. **Progress Reports.** Within ten (10) Business Days following the end of each Quarter, the Contractor shall submit to the Minister a detailed progress report showing the progress of the Petroleum Operations during the immediately preceding Quarter, under the terms of the approved Work Programmes, and as minimum the following information:

- a) A report of performance in industrial safety, operational safety and environmental protection based on the indicators of the Management System and those determined by the Minister;
- b) A report summarizing compliance by the Contractor and Subcontractors with the procedures regarding operational reliability, safety, health and environmental protection; and
- c) A report summarizing progress made towards accomplishing the work programme proposed.
- d) A report detailing the costs for the quarter with budgeted costs for the same period and variance extension with remarks.

BUDGETS AND RECOVERABLE COSTS

17.8. **Budgets.** The Contractor shall submit to the Minister for approval, in accordance with the Accounting Procedures, a Budget of the Costs to be incurred in implementation of each Work Program, simultaneously with the submission of such Work Programs. The Minister will decide on the proposal of Budgets simultaneously with the approval of the corresponding Work Program. All proposed Budgets shall be commercially viable, reasonable and consistent with the requirements of this Agreement, its annexes and Best International Industry Standards and Practices. The proposed Budgets shall:

- a) be denominated in US Dollars;
- b) include a detailed estimate of Costs necessary to implement the Petroleum Operations described in the Work Program corresponding to the Budget;
- c) include a schedule of estimated expenditures of the Costs;
- d) specify any assumption or premise on which it is based. The Contractor shall also provide supporting documents for all its Cost estimates. The proposed Budgets shall be consistent with the relevant Exploration Plan or Development Plan, as the case may be, and the relevant Work Program.

17.9. **Exploration Budgets.** The first Budget for the Exploration Period shall be submitted simultaneously with the Exploration Plan. Such first Budget shall include the Costs to be

incurred during the remaining portion of the Calendar Year. The Contractor shall submit the Budget for each subsequent Year no later than September 30 of the immediately preceding Year.

- 17.10. **Development Budgets.** The first Budget for any Development Period shall be submitted simultaneously with the related Development Plan. Such first Budget shall include the Costs to be incurred during the remaining portion of the Calendar Year in which the relevant Commercial Discovery is declared. The Contractor shall submit the Budget for each subsequent Year no later than September 30 of the immediately preceding Year.
- 17.11. **Modifications.** The Contractor may not modify an approved Budget without the approval from the Minister. Any request for a change to the Budget shall follow the same procedures outlined in Article 17.5 and, if applicable, shall contain the reasons for deviations from the Costs originally listed in the Budget.

Article 18 – Conduct of Petroleum Operations

- 18.1. The Contractor shall conduct Petroleum Operations and shall take all steps necessary that they are conducted diligently and in accordance with the Applicable Law, this Agreement and Best International Industry Standards and Practices, in order to:
- (a) protect the environment and potentially affected local communities based on sustainable development principles and ensure that Petroleum Operations result in minimal environmental damage or destruction or detrimental social impact;
 - (b) ensure the safety, health and welfare of any Persons engaged in or affected by Petroleum Operations;
 - (c) maintain in safe and good conditions and repair all Facilities, equipment and other property, and other works, used or to be used in Petroleum Operations;
 - (d) subject to the provisions of approved Abandonment and Plan and of the earlier of:
 - a) termination of this Agreement; or
 - b) when no longer required for Petroleum Operations;abandon and decommission facilities, equipment, property and other works and clean up the Contract Area and make it good and safe, and protect and restore the environment;
 - (e) control the flow and prevent the waste or escape of Petroleum, water or any product used in or derived from the processing of Petroleum;
 - (f) prevent the escape of any mixture of water or drilling fluid with Petroleum;
 - (g) prevent damage to Petroleum-bearing strata within or outside the Contract Area;
 - (h) prevent water or any other fluids entering any Reservoir through Wells, except when required by, and in accordance with, the Development Plan and Best International Industry Standards and Practices;
 - (i) minimise interference with pre-existing rights and activities, including the rights of potentially affected local communities and other lawful activities; and
 - (j) remedy in a timely manner any damage caused to the environment.

- 18.2. Notwithstanding any other provision of this Agreement, the Contractor is required to clean up pollution resulting from Petroleum Operations to the Minister's and other relevant authorities' satisfaction, supporting in full all the associated costs.
- 18.3. If the Minister has, on reasonable grounds, good reason to believe that any works or facilities erected by the Contractor or any Petroleum Operations conducted by the Contractor are endangering or may endanger persons or the property of any person, or are causing or may cause pollution, or are harming or may harm wildlife or the environment to a degree which the Government deems unacceptable, the Government may require the Contractor to take remedial measures within such reasonable period as may be determined by the Government and to rectify any damage to the environment. If the Government deems it necessary, it may also require the Contractor to discontinue Petroleum Operations in whole or in part until the Contractor has taken such remedial measures or has repaired any damage caused.

Article 19 – Utilization of Associated Gas

- 19.1. The Associated Gas produced from any Oil Field within the Contract Area shall be with priority used for the purposes related to the operations of production and production enhancement of Oil Fields, such as Gas injection, Gas lifting and power generation.
- 19.2. Based on the principle of full utilisation of the Associated Gas, and with no impediment to normal production of Crude Oil, a plan of utilisation of the Associated Gas shall be included in the Development Plan of each Oil Field.
- 19.3. If there is any excess Associated Gas in the Oil Field after utilisation pursuant to Article 19.1(a) the Contractor shall carry out a feasibility study regarding the utilisation of such excess Associated Gas of such Oil Field. Such feasibility study, if completed before submittal of the Development Plan of an Oil Field, shall be included in the Development Plan. In the event that Contractor's feasibility study on the utilisation of excess Associated Gas is not completed before submittal of the Development Plan, Contractor shall provide the Ministry with regular updates on the progress of such feasibility study then, upon completion, said study shall be submitted to the Minister for approval. The Contractor's feasibility study shall be completed no later than two (2) years following the submittal of the Development Plan.
- 19.4. If the Contractor believes that excess Associated Gas of an Oil Field has commercial value, the Contractor shall be required, to make further investment to utilise such excess Associated Gas subject to terms at least as attractive as those established for Crude Oil in Article 36 including, but not limited to, cost recovery as Recoverable Contract Costs for such further investment.
- 19.5. If Contractor provides Notice to the Minister that the Development Plan shall not include a plan to develop and utilize excess Associated Gas, the Minister shall have an election to off take the excess Associated Gas free of charge at the outlet flange of Contractor's separator facility. All elections and decisions by the Minister with regards to its potential utilization of excess Associated Gas under this Article shall not impact Contractor's normal development or production of Crude Oil under the subject Development Plan. This is subject to the following:
 - (a) the Minister's offtake election shall be postponed until such time as the feasibility study in Article 19.3 has been completed and until Contractor confirms by Notice to

the Minister it will not include development of excess Associated Gas in the Development Plan.

- 19.6.** If the Parties agree that the excess Associated Gas of an Oil Field has no commercial value, then such Gas shall be disposed of by the Contractor in the most economic manner consistent with Best International Industry Standards and Practices.
- 19.7.** All costs and expenses incurred by the Contractor in the production, use and/or disposal of the Associated Gas of an Oil Field and those incurred in carrying out any feasibility study on the utilisation of the excess Associated Gas shall be charged to the Development Cost of the Oil Field and shall be Recoverable Contract Costs. All costs incurred by the Government for the infrastructure and handling of excess Associated Gas which are not included in an approved Development Plan shall be at the sole risk and expense of the Government and will not affect the amount of Cost Oil and Profit Oil due to Contractor
- 19.8.** The construction of facilities for the utilisation and production of excess Associated Gas, if any, shall be carried out while a Petroleum Production Licence continues in force

Article 20 – Flaring and Venting of Gas

- 20.1. The contractor shall plan and develop petroleum projects on the basis of zero routine flaring and venting, in accordance with current Best International Industry Standards and Practices.
- 20.2. The contractor may only flare or vent gas:
- (a) In an emergency, when flaring or venting is essential to protect life, health, property or the environment
 - (b) With the prior written approval of the Minister as set out in Article 20.3 below
 - (c) When necessary, in the following operational situations:
 - i. When the gas is used in production operations or used as an additive necessary to burn waste products, such as H₂S
 - ii. During restart of a facility which was shut in because of weather conditions, such as a hurricane
 - iii. During the blow down of transportation pipelines downstream of the measurement point
 - iv. During the unloading or cleaning of a well, drill-stem testing, production testing, other well-evaluation testing, or the necessary blow down to perform these procedures
 - v. When properly working equipment yields gas released from liquid hydrocarbons as a result of a decrease in pressure, an increase in temperature, of both, from storage vessels or other low-pressure production vessels and the gas cannot be economically recovered
 - vi. When the equipment works properly, but there is a temporary upset condition, such as a hydrate or paraffin plug

In all the above operational situations, the amount of gas vented or flared must be minimized as far as possible. The Minister may prescribe a volume limit or time limit for flaring or venting in such operational situations.

In all cases, venting of gas may only be done in situations where flaring is not feasible.

20.3. To obtain the prior written approval of the Minister in terms of Article 20.2, the contractor must apply in writing to flare or vent gas. The application must include the following information:

- (a) the extent to which the proposal complies with Applicable Law, this Agreement and Best International Industry Standards and Practices;
- (b) the location of the installation and facilities concerned, including their proximity to any gas-gathering system;
- (c) a statement that all reasonable and economical alternatives to flaring have been examined and eliminated (with supporting data attached);
- (d) a statement of the impact of any flaring restrictions on the net present value of the petroleum operation;
- (e) if relevant, information about whether any well shut-in may:
 - i. cause reservoir damage; or
 - ii. hamper reservoir performance; or
 - iii. damage equipment.

20.4. The Minister may grant the application referred to in Article 20.3 on any conditions they think fit, which may include one or more of the following:

- (a) permissible flare size;
- (b) ensuring the operation and maintenance of the facilities concerned are carried out in a manner that minimizes flaring;
- (c) requiring the permit holder to prepare a report on options available to reduce or minimize flaring (which must include options for the collection and use of the gas produced);
- (d) implementing, to the satisfaction of the Minister, reservoir management practices to conserve reservoir pressure;
- (e) establishing maximum annual total gas plant flaring limits for production and process facilities;
- (f) restricting the number of flaring events in any six-month period;
- (g) keeping accurate records of all flaring events, including the date, time, duration, and (as far as practicable) volume of gas flared;
- (h) making available to the Minister, on his request;
 - i. the records kept; and/or
 - ii. daily production testing reports;

- (i) restricting the circumstances in which flaring may be carried out.

Article 21 – Risk Management and Emergency Response

- 21.1. The Contractor shall take all the necessary steps to mitigate the risk to a level as low as reasonably practicable in the following areas:
- (a) working environment;
 - (b) facilities, plant, equipment, materials and substances used in connection with the work of all personnel; and
 - (c) access to, and egress from, the work location of personnel directly involved in Petroleum Operations.
- 21.2. The Contractor shall execute a risk analysis for provision of a balanced and the most comprehensive possible picture of the risk associated with the Petroleum Operations. The analyses shall be appropriate to provide support for decision related to the upcoming Petroleum Operations. Risk analyses shall be conducted to identify and assess contributions to major accident events and environmental risks, as well to assess the effects that operations and modifications may have on major accident events and environmental risks.
- 21.3. On the basis of the risk analysis the Contractor shall develop a risk management plan which shall be included into the Development Plan ahead of submission to the Minister for approval as detailed in Article 16. The plan shall include all the measures and directions established by the Minister to prevent any damage and remove any hazards that the Petroleum Operations may cause to affected communities, Contractor's personnel and the environment.
- 21.4. The Contractor is required to develop emergency response plans in accordance with Applicable Law, this Agreement and Best International Industry Standards and Practices, which shall be included into the Development Plan as detailed in Article 16 for:
- (a) oil spill;
 - (b) incidents such as fire, well management, natural disasters; and
 - (c) medical emergency.
- 21.5. Each emergency response plan shall include information on:
- (a) levels of alert;
 - (b) notification structure;
 - (c) key duties of the response team;
 - (d) measures to respond to any accident that may occur at the site of the Petroleum Operations, medical treatment and evacuation of personnel and surrounding populations and the protection of the environment
 - (e) emergency support teams;
 - (f) emergency telephone lists;
 - (g) various forms and checklists; and
 - (h) procedures and accountabilities to update these lists.

- 21.6. The Contractor shall coordinate with the Competent National Authority (CDC) on oil spills and participate in drills of the National Oil Spill Contingency Plan.
- 21.7. The Contractor shall notify the Minister forthwith in the event of any emergency or accident arising from Petroleum Operations affecting the environment and shall promptly implement actions as provided in the approved emergency response plans.

Article 22 – Unitization

- 22.1. Pursuant to Section 44 of the Act, the Contractor shall notify the Minister within sixty (60) Days upon identification of the existence of a reservoir straddling the contract area and one or more contract areas. Such notice shall contain at least:
 - (a) the technical analysis that determines the possible existence of a shared reservoir;
 - (b) the general characteristics of the shared reservoir;
 - (c) the geological, geophysical and other types of assessments used to determine the possible existence of such shared reservoir including, the information obtained during the drilling of wells that helped determine that the Discovery exceeded the limits of the contract area;
 - (d) additional information the Contractor deems pertinent.
- 22.2. The Minister may, within sixty (60) days of receiving the notification or a timeframe otherwise agreed, direct the Contractor to submit an outline of the proposal to unitise the reservoir showing:
 - (a) the geographical and geological characteristics of the straddled reservoir;
 - (b) the total amount of the reserves and the methodology used for the calculation;
 - (c) the apportionment of the reserves as between the Contract Area and its contiguous areas; and
 - (d) the proposed work program for the unit development of the reservoir.
- 22.3. In the event the Contractor does not submit to the Minister the information referred in Article 22.2 above and other information indicated in the Applicable Laws, the Minister shall establish the terms and conditions under which the unitization shall be conducted. The activities conducted for the determination of the existence of a shared reservoir shall be accounted for towards compliance with the Minimum Work Program under this Agreement.
- 22.4. When the unitisation process detrimentally affects an obligation which the Contractor is required to perform or a right which it may exercise within a prescribed period, the Minister shall extend such period by the time which elapsed between the date the Contractor notified the Minister pursuant to this Article and the date on which the Unit Development is approved by the Minister.
- 22.5. When a reservoir is partially located in an area without a valid Petroleum Prospecting or Production Licence, the Contractor shall notify the Minister of the geological, geophysical and other types of assessments used to determine that the Discovery exceeded the limits of the Contract Area and submit a proposal for the incorporation of the open areas that contain part of the reservoir(s) identified by the contractor under the provisions of this Article into a Petroleum Production Licence for the unitized development of the reservoir(s)

in question. Such proposal will not be binding, nor will grant preferential rights in relation to the award of the corresponding Petroleum Production Licence.

Article 23 – Title to Petroleum and Disposal of Production

- 23.1. Each of the Parties shall have the right to take in-kind at the Delivery Point and separately dispose of its share of the total quantities of production available under this Agreement. The Contractor shall have the right to use as much production as may be needed in any Petroleum Operations within the Contract Area and also within the transportation and terminal system. In the event of third party usage of the transportation terminal systems the quantities so used or lost outside the Contract Area shall be proportionate to aggregate use of that transportation and terminal system. All quantities so used or lost shall be excluded from any calculations of entitlement pursuant to Article 36. The quantity of production to which the Government is entitled pursuant to Article 36 shall be measured and delivered to the Government at the Delivery Point and the Government shall be responsible for all costs and risks associated with the Government's Lifting Entitlement from and after the Delivery Point.
- 23.2. Within twelve (12) months after the Minister's approval of a Development Plan, or within a later period as may be agreed between the Parties but in any event no longer than three (3) months before the first scheduled lifting of Crude Oil, the Contractor shall propose to the Minister offtaking procedures to govern the method whereby the Parties will nominate and lift their respective shares of Crude Oil. The details of such procedures shall be discussed and agreed upon between Minister and Contractor. The major principles of such procedures shall include the following:
- (a) Lifting shall be carried out so as to avoid interference with Petroleum Operations;
 - (b) In the event that any Party shall find itself unable for any reason to lift such quantities of Crude Oil as are to be lifted in accordance with procedures it shall forthwith notify the other Parties to that effect. Such procedures shall include such deterrents as the Parties may agree, to prevent a Party from delaying the lifting of any quantities of Crude Oil not so lifted, to a later period;
 - (c) In the absence of any agreement to the contrary between the Parties, the Contractor and the Minister shall share in each type of grade of Crude Oil in proportion to their respective Lifting Entitlement of Crude Oil.
- 23.3. The Contractor shall, if requested by the Minister, use reasonable efforts to market abroad on competitive terms all or part of the Minister's Lifting Entitlement of Crude Oil subject to payment by Minister of costs normally borne by a seller in such transactions and on other terms to be agreed including an agreed marketing fee in respect thereof. The Minister shall provide the Contractor with at least six (6) months notice before changing between receiving payments in kind as provided under Article 23.1 and seeking the Contractor to market the Minister's Lifting Entitlement under this Article.
- 23.4. In order to facilitate sales agreements and stable lifting continuity for any Natural Gas development, the Minister shall make its election whether to receive its Lifting Entitlement of Natural Gas in kind or in cash no later than thirty (30) days following Contractor's submittal of a Development Plan containing sale of Natural Gas. If the Minister does not

provide its election to Contractor or if the Minister elects to receive its Entitlement in cash, Contractor shall purchase the Minister's Lifting Entitlement of Natural Gas pursuant to a mutually agreed written sales contract containing the following conditions:

- (a) Minister's Lifting Entitlement shall be purchased by Contractor in an "arms length" transaction on market based terms;
 - (b) The period of Contractor's purchase obligation shall be no shorter than the term for which Contractor itself enters into arrangements for Third Party Sales;
 - (c) Notice must be given with sufficient time to add the Minister's Entitlement into Operator's sales volumes; and
 - (d) Upon expiration of Contractor's Third Party Sales contracts, the Ministry shall have the option to market its own Lifting Entitlement of Natural Gas.
- 23.5. Subject to the provisions of Article 24 hereof, the Contractor shall have the right to export at the export point chosen for this purpose all Petroleum to which it is entitled under this Agreement free of any duty, tax, or other financial impost, and to receive and retain abroad all proceeds from the sale of such Petroleum.
- 23.6. The Contractor agrees to abide by the laws, regulations, orders, directives and notifications of which shall also apply to its Affiliated Companies engaged in Petroleum Operations in Guyana.

Article 24 – Domestic Supply Obligation

24.1. Terms for Crude Oil.

- (a) If the Crude Oil requirements of the domestic market in Guyana (the "Crude Oil Domestic Demand") exceed the Minister's total entitlement from all Crude Oil production in Guyana, then the Contractor shall be obliged together with any third parties which produce Crude Oil in Guyana, to supply and sell a volume of Crude Oil to be used for such Crude Oil requirements in Guyana, calculated on the basis of the ratio which the Contractor's Lifting Entitlement of Crude Oil bears to the sum of Contractor's Lifting Entitlement to Crude Oil plus the total entitlement of all other producers in Guyana subject to Article 24.1(c). The volume of Crude Oil which the Contractor shall be required to sell under this Article shall not exceed the Contractor's share of Profit Oil. The Minister shall give the Contractor notice on or prior to April 1 of the year preceding the Calendar Year in which the Government will have the said requirement and the term of the supply shall be on a Calendar Year basis unless otherwise agreed.

For the purpose of this Agreement, Crude Oil Domestic Demand shall consist of those quantities of Crude Oil (i) used to produce refined products or petrochemicals in Guyana for end use by business and residential consumers in Guyana, or (ii) used to produce power in Guyana for end use by business and residential customers in Guyana, the amounts for which shall be based upon independent, verifiable government statistics. Crude Oil, refined products, petrochemicals or fuel for power generation that are exported from Guyana shall not be considered part of Crude Oil Domestic Demand.

- (b) The Contractor shall, in any Year, have a right to supply out of Contractor's Lifting Entitlement of Crude Oil the proportion of the Crude Oil requirements of Guyana that the quantity produced from the Contract Area bears to the total production at the time in Guyana to the extent that such requirement is not satisfied from any contract entered into prior to the date of commencement of production from the Contract Area. For the purpose of this paragraph, the term "the Crude Oil requirements of Guyana" means the amount by which, in any Year, Crude Oil Domestic Demand exceeds the Minister's total entitlement to all Crude Oil produced in Guyana. The Contractor shall give the Minister notice on or prior to April 1 of the Calendar Year preceding the Calendar Year in respect of which Contractor wishes to exercise the aforesaid right and the term of the supply shall be on a Calendar Year basis unless otherwise agreed. Notwithstanding the foregoing the Contractor shall have the right to supply the total amount calculated pursuant to the foregoing provisions.
- (c) The price payable for the sale of Crude Oil pursuant to this Article shall be paid in United States dollars (or other currency as may be agreed) at a place specified by the Contractor within thirty (30) days of receipt of the Contractor's invoice by the Minister, and shall be determined in accordance with Article 37, failing which Contractor's obligations in respect of the Domestic Supply Obligations of this Article 24 shall be suspended until payment is made good, at which time deliveries shall be resumed subject to any alternative commitments that may have been reasonably entered into by Contractor to dispose of the Crude Oil during the period of default in payment. Contractor shall recover any amount due and unpaid by the Government, plus interest at the Agreed Interest Rate, from the Governments Lifting Entitlement of Crude Oil.
- (d) Any sale of Crude Oil as provided for in Article 24.1(a) - (c) shall occur at the Delivery Point or such other point as the Minister and the Contractor may mutually agree.
- (e) All terms and conditions for the sale of Crude Oil pursuant to this Article, shall be specified in a contract of sale entered into between the Minister and Contractor.

24.2. Terms for Natural Gas.

- (a) If the Natural Gas requirements of the domestic market in Guyana (the "Natural Gas Domestic Demand") exceed the Minister's total entitlement from all Natural Gas production in Guyana, then the Contractor shall be obliged together with any third parties which produce Natural Gas in Guyana, to supply and sell a volume of Natural Gas to be used for such Natural Gas Domestic Demand in Guyana, calculated on the basis of the ratio which the Contractor's Lifting Entitlement of Natural Gas bears to the sum of Contractor's Lifting Entitlement of Natural Gas plus the total entitlement of all other producers in Guyana subject to Article 24.2(c). The volume of Natural Gas which the Contractor shall be required to sell under this Article shall not exceed the Contractor's share of Profit Gas. The Minister shall give the Contractor notice on or prior to April 1 of the year preceding the Calendar Year in which the Government will have the said requirement and the term of the supply shall be on a Calendar Year basis unless otherwise agreed.

For the purpose of this Agreement, Natural Gas Domestic Demand shall consist of those quantities of Natural Gas used for domestic residential, commercial and industrial consumption, including fuel used for domestic power generation. Natural Gas liquefied

or compressed in Guyana for export or used as feedstock for other exports, such as methanol and fertilizer, shall not be considered part of Natural Gas Domestic Demand.

- (b) The Contractor shall, in any Year, have a right to supply out of Contractor's Lifting Entitlement of Natural Gas the proportion of the Natural Gas requirements of Guyana that the quantity produced from the Contract Area bears to the total production at the time in Guyana to the extent that such requirement is not satisfied from any contract entered into prior to the date of commencement of production from the Contract Area. For the purpose of this paragraph, the term "the Natural Gas requirements of Guyana" means the amount by which, in any Year, Domestic Demand exceeds the Minister's total entitlement to all Natural Gas produced in Guyana. The Contractor shall give the Minister notice on or prior to April 1 of the Calendar Year preceding the Calendar Year in respect of which Contractor wishes to exercise the aforesaid right and the term of the supply shall be on a Calendar Year basis unless otherwise agreed. Notwithstanding the foregoing the Contractor shall have the right to supply the total amount calculated pursuant to the foregoing provisions.
- (c) The price payable for the sale of Natural Gas pursuant to this Article shall be paid in United States dollars (or other currency as may be agreed) at a place specified by the Contractor within thirty (30) days of receipt of the Contractor's invoice by the Minister, and shall be determined in accordance with Article 37.2, failing which Contractor's obligations in respect of the Domestic Supply Obligations of this Article 24 shall be suspended until payment is made good, at which time deliveries shall be resumed subject to any alternative commitments that may have been reasonably entered into by Contractor to dispose of the Natural Gas during the period of default in payment. Contractor shall recover any amount due and unpaid by the Government, plus interest at the Agreed Interest Rate, from the Governments Lifting Entitlement of Natural Gas.
- (d) Any sale of Natural Gas as provided for in Article 24.2(a) - (c) shall occur at the Delivery Point or such other point as the Minister and the Contractor may mutually agree.
- (e) All terms and conditions for the sale of Natural Gas pursuant to this Article, shall be specified in a contract of sale entered into between the Minister and Contractor.

Article 25 – Title to Assets Facilities and Infrastructure

- 25.1. All assets purchased by the Contractor for use in Petroleum Operations hereunder shall become the property of the Minister upon full recovery of costs under Article 36. The Minister undertakes that such assets shall, unless otherwise agreed between Minister and the Contractor, be used exclusively for the Petroleum Operations. The Contractor shall be liable to keep the assets in good repair and working order in accordance with Best International Industry Standards and Practices.
- 25.2. Nothing in this Article shall apply to assets used in the Petroleum Operations and owned by third parties, including Affiliated Companies of the Contractor, and such assets may be freely exported from Guyana.
- 25.3. Subject to Article 41 upon expiry or termination of this Agreement in accordance with the provisions hereof, the Contractor shall upon notification by the Minister pursuant to Article 25.5:

- (a) deliver to the Minister, free of charge, in good order and condition, (fair wear and tear excepted) all installations, works, pipelines, pumps, casings, tubings, engines and other equipment, machinery or assets of a fixed or permanent nature constructed, used or employed by the Contractor or the Operator in the Contract Area;
- (b) deliver to the Minister, free of charge, any fixed assets relating to Petroleum Operations outside the Contract Area and movable assets owned by the Contractor or Operator and used or employed in connection with Petroleum Operations and located in Guyana for which costs have been fully recovered in accordance with Annex C herein; where costs have not been fully recovered the provisions of Article 25.3(c) shall apply;
- (c) sell to the Minister any other assets owned by the Contractor or Operator and used or employed by the Contractor or Operator in the Contract Area or elsewhere in Guyana in connection with Petroleum Operations at a price equivalent to the unrecovered cost of the assets.

25.4. The above provisions of Article 25.3 shall not apply to:

- (a) assets which are still required by the Contractor or Operator for use in respect of an area in Guyana subject to another petroleum agreement at the time of expiry or termination of this Agreement;
- (b) equipment and other assets rented or leased by Contractor in Guyana;
- (c) equipment and other assets rented or leased by Contractor and imported in Guyana for use in Petroleum Operations and subsequently exported therefrom;
- (d) equipment and any other assets owned or leased by a Sub-Contractor;
- (e) household goods and vehicles which are the personal property of employees of the Contractor and Sub-Contractor;
- (f) equipment and assets otherwise not owned by Contractor or Operator.

25.5. The Contractor shall notify the Minister of all assets acquired as provided in section 4 of Annex C to this Agreement.

- (a) At least six (6) Calendar Months before expiry of the term of this Agreement, within three (3) Calendar Months following notice of termination of this Agreement or promptly following cancellation of all Licences, the Minister shall notify the Contractor of the assets to be delivered or sold to the Government.

Subject to the terms and the provisions of this Article, the Contractor shall not, within one (1) year of the date upon which it estimates that termination of this Agreement will occur, remove from the Contract Area or sell any assets of a fixed or permanent nature which might be deliverable to the Government under this Article without the consent of the Minister, such consent not to be unreasonably withheld.

Article 26 – Infrastructure and Third-Party Access

- 26.1. Contractor shall accompany its application for a Petroleum Production Licence with detailed proposals for construction, operation of all facilities and infrastructure related to processing, storage and transportation of petroleum from the proposed Development Area.

- 26.2. Construction of pipelines from the Development Area to the Delivery Point or Point of Export is subject to authorization by the Minister. When granting such authorisation, the Minister may require the Contractor to provide access to excess capacity to third parties to the facilities and other property within the contract area on reasonable terms and conditions. Where the Minister and Contractor agree that a mutual economic benefit can be achieved by constructing and operating common facilities, the Contractor shall use best efforts to reach agreement with other producers on the construction and operation of such common facilities. If the Contractor fails to come to an agreement with third parties on common facilities, the Minister shall make a decision on a fair and equitable basis.
- 26.3. Subject to negotiations on an "arm's length" price and available capacity rights, the Contractor may have access to and use of any export facility or pipeline or other facilities or infrastructure built by the Government or by any wholly or partially owned Guyanese state enterprises on terms no less favourable than those of any other party having access or use of such facility.

Article 27 – Safety Management System

- 27.1. Contractor shall develop, implement, and keep up to date safety management systems for the purpose of formulating policies and objectives concerning significant safety risks and hazards and environmental impacts over which Contractor can exercise control and can be expected to have an influence. The safety management system must comply with applicable provisions of environmental, labour, safety, and social protection, maritime and other applicable national and Best International Industry Standards and Practices.
- 27.2. The safety management system must identify, address, and manage health, safety and environmental hazards and impacts during design, construction, commencement, operation, inspection, maintenance, and decommissioning or abandonment of all offshore facilities, including mobile offshore drilling units while under Guyana's Exclusive Economic Zone.
- 27.3. Contractor's subcontractors shall be familiar with Contractor's safety management systems and shall have safety and environmental policies and practices that are consistent with the Operator's safety management system.
- 27.4. The safety management system shall include:
- (a) **Hazard identification and risk analysis report** identifying, evaluating, and reducing the likelihood and or minimizing the consequences of uncontrolled release and other safety or environmental hazards. Such analysis must take into account human factors;
 - (b) **Safe work practices** which must be disseminate to all workers, employees, and contractors. Such work practices must be designed to minimize the risks associated with operating, maintenance and modification activities, and the handling of materials and substances that could affect the health, safety, and environment;
 - (c) **Management of change**, which is a systematic and continually evolving program to identify and control safety risks during change. Change includes change of equipment, materials, procedures, systems, facilities, personnel, and risk assessment. The procedures should be flexible enough to incorporate both major and minor changes, and ensure, so long as operations continue, that both equipment and installations remain fit for their intended purpose, operating procedures remain appropriate for those uses, and the personnel continue to be both qualified and competent;

- (d) **Operating procedures** including requirements for written facility operating procedures designed to enhance efficient, safe, and environmentally sound operations. Operating procedures must be periodically reviewed to make sure they reflect current and actual operating practices, including any changes reviewed as part of management of change;
- (e) **Training** programs that ensure that all personnel are trained to work safely and are aware of environmental considerations offshore. Such training shall include among others, safe work practices, emergency response and control measures, operating procedures etc;
- (f) **Mechanical integrity** consisting of written procedures to ensure that both equipment and facilities are designed, constructed, tested, inspected, monitored, and maintained in a condition fit for service and safe to operate for personnel and the environment. Human factors regarding equipment accessibility for operation, maintenance and testing must be considered;
- (g) **Emergency response plans** in accordance with International Convention on Oil Pollution Preparedness, Response and Co-operation. The plans should be validated by drills addressing the readiness of personnel and their interaction with equipment;
- (h) **Employee participation** process to ensure that employees with sufficient knowledge and experience participate in preparation of relevant analyses to ensure that matters of significance for working environment and health and safety are explored;
- (i) **Incident reporting and investigations** procedures for reporting and investigation of all accidents and incidents with serious safety or environmental consequences. The procedures must require that investigations are expedited, and recommendations resolved in a timely manner. Incident investigation should be conducted by personnel with relevant knowledge in the processes involved, investigation techniques and the relevant specialties;
- (j) **Performance monitoring program** to provide the necessary process and structure for monitoring and revising health and safety goals and programs. Such programs shall include: a) identification of key performance indicators; b) verification of barrier performance standards; c) review and implementation of audit findings; d) incident and accident investigations, including near misses; and e) regular review and integration with management;
- (k) **Audit** program and procedures for the periodic audit of the safety and environmental management system undertaken not less than every four (4) years to systematically assess the adequacy of the safety management system of each facility. Audits shall be carried out by personnel within the organization and by independent third-party organizations accredited under Center for Offshore Safety or classification societies approved by the Minister and hired by Contractor;
- (l) **Performance monitoring** program to provide the necessary process and structure for monitoring and revising health and safety goals and programs including among others key performance indicators and verification of barrier performance standards;
- (m) **Records and documentation** demonstrating compliance with the requirements of applicable laws and regulation and the safety management system. Such record could

be electronic or paper and must be made available to the Minister or accredited audit service providers when conducting audit of the system or facilities.

Article 28 – Assignment

- 28.1. The Contractor shall not assign, or transfer in whole or in part, any of its rights, privileges, duties or obligations under this Agreement, or any License issued pursuant to this Agreement, to any non-affiliated person, firm or corporation, without the prior written consent of the Minister.
- 28.2. In the event that the Minister does not give his consent or does not refuse a request for an assignment of transfer by Contractor within sixty (60) days of receipt of such request, the Contractor shall send the Minister notice seeking a decision to that effect.
- 28.3. Any assignment of this Agreement shall bind the assignee to all the terms and conditions hereof and the terms and conditions of and License issued pursuant to this Agreement unless otherwise agreed, and as a condition to any assignment, the assignee shall provide an unconditional undertaking to the Minister to assume all obligations by the Contractor under this Agreement or any License issued pursuant to this Agreement.
- 28.4. Approval shall not be unreasonably withheld by the Minister. Consent shall be given where:
- (a) the assignment or transfer will not adversely affect the performance or obligations under this Agreement;
 - (b) the assignment is not contrary to the interest of Guyana;
 - (c) the assignment or transfer is to an approved Affiliated company, provided that it remains liable for performance of the obligations; and
 - (d) the Assignee meets the qualification requirements set out by the Minister during the licensing round. These requirements include:
 - i. financial competence;
 - ii. technical competence; and
 - iii. an established record of environmental, health, and safety compliance.
- 28.1. The Contractor shall submit such additional information relating to the intended assignee which the Minister may reasonably require to enable the review of the application.
- 28.2. Contractor may not make an assignment that creates a participating interest representing less than five percent (5%) of the total contract for a non-operator interest or less than thirty-five percent (35%) for an operator interest.

Article 29 – Financial Guarantees

- 29.1. On the Effective Date, upon commencement of each renewal period of the Exploration Period entered into under Article 6 and upon the approval being granted for an Exploration Work Programme under Article 11 or for any Appraisal Programme pursuant to Article 14, the Contractor shall provide the Minister with irrevocable guarantees from a guarantor of financial substance acceptable to the Minister for an amount equal to:

- (a) Twenty percent (20%) of the value of the expenditure commitment for the relevant Work Programme or period;
- (b) the sum of Five Million United States Dollars (US\$5,000,000.00) for the performance of any obligation under the Agreement other than those covered by the guarantees under (a) above.

Such guarantees shall be in a form and substance acceptable to the Minister.

- 29.2. The respective amounts of the guarantees for obligations arising out of Work Programmes referred to in Article 11 shall be:
- (a) For the initial period of the Exploration Period –
 United States Dollars (US\$);
 - (b) For the renewal of the Exploration Period -
 United States Dollars (US\$);
- 29.3. Upon delivery to the issuing guarantor of a certificate from the Contractor countersigned on behalf of the Minister or its Designee by a duly authorized official that the corresponding Work Units have been completed in accordance with the Agreement and that all technical data related thereto have been delivered to the Minister the guarantee(s) shall be cancelled and discharged or reduced by the value of the Work Units where a portion of the work obligation have been completed with regard to the applicable phase of the Exploration Period or Work Programme.
- 29.4. Where Contractor has failed to perform in accordance with this Agreement all or any part of accrued Work Programmes:
- (a) at the end of any period of the Exploration Period;
 - (b) at the end of an approved period in respect of a retained Exploration area pursuant to Article 8;
 - (c) at the end of an approved period in respect of an Appraisal Programme pursuant to Article 14; or
 - (d) upon termination of this Agreement,

the Contractor or its guarantor shall on demand from the Minister pay the Minister the entire remaining amount of such outstanding guarantee or guarantees within two (2) weeks of receipt of a written notice from the Minister indicating the amount due to be paid.

- 29.5. On the Effective Date, the Contractor shall deliver to the Minister in a form acceptable to the Minister an undertaking from a financially, technically and legally competent parent company that such parent company shall provide all technical and financial resources that its subsidiary may require to meet on a timely basis the Contractor's obligations under the Agreement. Other forms of financial guarantees such as letter of credit, bank guarantee, and performance bond are acceptable.
- 29.6. The amount of the financial guarantee for the Minimum Exploration Program shall be automatically subject to inflation adjustment on January 1 of each calendar year based on _____ [insert appropriate inflation adjuster]. The annual update of the guarantee is hereby waived if the type of guarantee provided already contains a clause for automatic inflation adjustment.

- 29.7. Within sixty (60) Business Days of the Effective Date of the Agreement and the Effective Date of Each Renewal of the Petroleum Prospecting Licence, the Contractor shall provide to the Minister a bank guarantee for one hundred percent (100%) of the cost of plugging and abandoning wells and site restoration associated with Exploration Operations; the Appraisal Programme; and the Retention Period.

Article 30 – Liability, Indemnification, and Insurance

30.1. Liability

The rights, obligations, and liabilities of the Parties comprising the Contractor under this Agreement and under any License issued pursuant hereto shall be joint and several.

30.2. Indemnification

The Contractor shall indemnify, defend, and hold the Minister and Government of Guyana harmless against all claims, losses and damages of any nature whatsoever by any personnel of the Contractor or of any Subcontractor for the loss or damage to personal property or injury or death to Persons caused by or resulting from any Petroleum Operations conducted by or on behalf of the Contractor under this Agreement or any License issued pursuant to the Act.

30.3. Insurance

- (a) The Contractor shall have in effect at all times during the term of this Agreement, insurance as required by applicable laws, rules, and regulations and of such type and in such amounts customarily used in the international petroleum industry for similar operations. The insurance policies shall cover but not limited to:
- (i) loss or damage to assets used in Petroleum Operations;
 - (i) pollution caused in the course of Petroleum Operations for which the Contractor may be held responsible;
 - (ii) loss or damage to property or bodily injury suffered by any third party in the course of Petroleum Operations for which the Contractor may be liable to provide an indemnity under Article 30.2;
 - (iii) the Contractor's and/or Operator's liability to its employees engaged in Petroleum Operations;
 - (iv) other insurance policies in compliance with the Act and other applicable laws and regulations of the Cooperative Republic of Guyana.
- (b) To the extent permitted by applicable laws, rules, and regulations, such insurance may be provided through Contractor's global insurance policies or affiliate insurance company.
- (c) At the Minister's discretion the Contractor may be permitted to self-insure all or part of the aforementioned insurances. The approval of such policies by the Minister is subject to the requirements of Article 30.3(e).
- (d) The Contractor shall require the Operator to carry and to endeavour to have its Sub-Contractors carry insurance of such type and in such amount as is customary in the

international petroleum industry in accordance with Best International Industry Standards and Practices.

- (e) The Contractor shall submit to the Ministry the Contractor's certificates of insurance confirming any insurance programs providing coverage with respect to Petroleum Operations. This insurance program shall include amongst others the identity of the insurers, types and amounts of coverage limits, deductibles and premiums to be paid. The Minister may request that Contractor provide documentary evidence of the existence and validity of such insurance policies taken out by its sub-contractors.
- (f) Insurance policies shall list the Ministry as co-insured and the Contractor shall obtain from its insurance companies the inclusion in all its policies of a clause by means of which they expressly waive the exercise of any rights, implicit or explicit, including subrogation rights against the Ministry or Government of Guyana.
- (g) Contractor shall be responsible for the filing of all claims made under any insurance policy maintained by Contractor in relation to this Agreement.

Article 31 – Records, Reports and Inspections

31.1. The Contractor shall, at all times while this Agreement is in force, maintain and submit to the Minister in accordance with the provisions of the Act and the Regulations, the Petroleum Prospecting Licence and the Petroleum Production Licence and this Agreement, full and accurate reports, records, returns and accounts of Petroleum Operations in the Contract Area.

31.2. Records

- (a) Contractor shall keep within Guyana accurate geological plans and maps relating to the Exploration Area and such other records in relation thereto as may be necessary to preserve all information that the Licensee has about the geology of the Exploration Area.
- (b) All data, well logs, maps, magnetic tapes, cuts of cores and cutting samples and all other geological and geophysical information obtained by the Contractor in the course of carrying out Petroleum Operations hereunder and all geological, technical, financial and economic reports, studies and analyses generated in relation thereto (hereinafter referred to as "Petroleum Data") shall be submitted to the Minister in accordance with the Regulations.

31.3. Reports

- (a) In accordance with Best International Industry Standards and Practices, the Contractor shall keep the Minister promptly and fully informed of Petroleum Operations being carried out by it and its Sub-Contractors and shall promptly, provide the Minister with all data, samples, information, interpretations and reports, including progress and completion reports, which are related to this Agreement, and which shall include, but not be limited to:

- i. raw and processed seismic data and interpretations thereof including digital horizon files, velocity models used for depth conversion in formats specified by the Minister;
- ii. well data, including, but not limited to, daily drilling reports, electric logs and other wire line surveys, mud logging reports and logs, samples of cuttings and cores and analyses made thereof;
- iii. all reports prepared from drilling data, geological or geophysical data, including all maps or illustrations derived therefrom;
- iv. all original well completion and well testing reports;
- v. all reports dealing with location surveys and all other reports regarding wells, treating plants or pipeline locations;
- vi. all reports dealing with reservoir investigations and reserve estimates, field outlines and economic evaluations relating to current and future Petroleum Operations;
- vii. all quarterly reports on Petroleum Operations as determined by the Operations Committee or requested by the Government;
- viii. all final reports upon completion of each specific project or operation; contingency programs and reports dealing with health, safety, and the environment;
- ix. all design drawings, criteria, specifications, and construction records;
- x. all reports of technical audits and studies relating to Petroleum Operations;
- xi. all reports of all other technical data relevant to the performance of Petroleum Operations in the Contract Area;
- xii. all reports which may be required by the Accounting Procedure or which may be requested by Minister and are otherwise required by the terms of this Agreement; and all audit reports issued in accordance with the Accounting Procedure regarding the Petroleum Operations and its accounting.

(b) The Contractor shall keep the Minister currently advised of all major developments taking place during the course of Petroleum Operations hereunder and shall furnish the Minister with such Petroleum Data and any other available information, reports, assessments and interpretations relating to the Petroleum Operations as the Minister or its Designee may reasonably require.

31.4. Inspections

(a) The Minister, through duly appointed representatives, upon providing the Contractor reasonable notice, shall be entitled to observe the Petroleum Operations conducted by the Contractor at his sole cost and expense and at all reasonable times to inspect all assets, facilities, equipment, materials records, books and data kept by the Contractor relating to Petroleum Operations. In the exercise of such rights under this Paragraph the Minister shall not unduly interfere with the Contractor's Petroleum Operations under this Agreement.

- (b) For the purposes of inspection provided in Art 30.4 the Contractor shall provide access to:
- i. All platforms, installations, pipelines or rights of way;
 - ii. Helicopter landing sites and refuelling facilities;
 - iii. Onshore infrastructure, port facilities and warehouses;
 - iv. Office space;
 - v. All records of design, construction, operation, maintenance, repairs, or investigations on or related to the area;
 - vi. Any other facilities that are used for the conduct of petroleum activities under this agreement.
- (c) The contractor shall ensure that the Sub-Contractors employed in the performance of petroleum operations, including providers of mobile offshore drilling units, and other service providers provide access to the Minister and its duly appointed representatives to conduct scheduled and unscheduled inspections related to petroleum operations under this Agreement.
- (d) For purposes of permitting the exercise of the above-mentioned rights, the Contractor shall provide the authorised officers with reasonable assistance regarding transportation and accommodation.

Article 32 – Local Content

In the conduct of Petroleum Operations pursuant to this Agreement the Contractor shall comply with the Local Content Act.

Article 33 – Annual Rental

- 33.1. The Contractor shall pay an annual rental of one million (US\$ 1,000,000) US Dollars during the Exploration Period.
- 33.2. Payments under this Article 33 shall be paid on the Effective Date of the Petroleum Prospecting License and on the anniversary date of the Petroleum Prospecting License so long as the Petroleum Prospecting License remains in force.
- 33.3. Payments under this Article shall be paid directly into bank accounts held and controlled by the Government of Guyana. Contractor shall verify such bank accounts and the Minister agrees to cooperate, assist and provide Contractor any information it requires to conduct such verification.

Article 34 – Training of Government Personnel and Budget

- 34.1. Throughout the duration of the Agreement, the Contractor shall pay annually to a Government account for the Ministry Responsible for Petroleum a training fee in the amount of one million (\$ 1,000,000) US dollars for one or more of the purposes mentioned below:

- (a) to provide Guyanese personnel nominated by the Government with on-the-job training in Contractor's operations in Guyana and overseas and/or practical training at institutions abroad;
 - (b) to be used by the Government of Guyana for technical studies and advisory services necessary for the governance of oil and gas activities;
 - (c) to send qualified Guyanese personnel selected by the Government on courses at universities, colleges, or other training institutions;
 - (d) to send Guyanese personnel selected by the Government to conferences and seminars related to the petroleum industry;
 - (e) to purchase for the Government of Guyana data management systems and infrastructure as well as technical software tools and subscription services necessary for performance of its role in administering the oil and gas resources.
- 34.2. Payments for training under Article 34.1 shall be paid directly into bank accounts held and controlled by the Government. The Contractor shall verify such bank accounts and the Minister agrees to cooperate, assist, and provide Contractor any information it requires to conduct such verification.
- 34.3. The Contractor shall not be obliged to undertake or fund any training program which may in Contractor's opinion subject any member of the Contractor to liability in any of their, or their respective Affiliates' countries of operations, including, without limitation, liability under the Foreign Corrupt Practices Act of the United States of America or other anti-corruption law.

Article 35 – Signature Bonus

The Contractor shall pay the Government a signature bonus of US\$ _____ Dollars (US\$ _____). Such payment will be made within a period of fifteen (15) Business Days after the Effective Date, or such earlier date as agreed amongst the Parties. Such payment will be made to a bank account within the Bank of Guyana, which is owned by the Government as designated in writing by the Minister of Finance of the Government. The Contractor shall verify such bank accounts and the Minister agrees to cooperate, assist and provide Contractor any information it requires to conduct such verification.

The signature bonus shall not be cost recoverable.

Article 36 – Cost Recovery and Profit Sharing

Cost Recovery

- 36.1. Subject to the terms and conditions of this Agreement, the Contractor shall bear and pay all Contract Costs incurred in carrying out Petroleum Operations and shall recover Contract Costs as Recoverable Contract Costs only from Cost Oil and/or Cost Gas as provided in this Agreement.
- 36.2. All Recoverable Contract Costs incurred by the Contractor shall be recovered from the value, determined in accordance with Article 37, of a volume of Crude Oil (hereinafter referred to as "Cost Oil") and/or Natural Gas ("Cost Gas") produced and sold from the

Contract Area and limited in any Month to an amount which equals sixty-five percent (65%) of the total production from the Contract Area for such Month excluding any Crude Oil and/or Natural Gas used in Petroleum Operations or which is lost.

- (a) "Recoverable Contract Costs" means such costs as the Contractor is permitted to recover, as from the date they have been incurred, pursuant to the provisions of Annex C.
- (b) To the extent permitted by the provisions of Annex C, Contract Costs may be recovered from Cost Oil when they have been incurred hereinafter referred to as Recoverable Contract Costs.
- (c) To the extent that in any Calendar Year, Recoverable Contract Costs exceed the value of Cost Oil and Cost Gas, the unrecovered excess will be recoverable in succeeding years until fully recovered, or until expiry of the Agreement. Any positive balance in the Cost Oil account at the end of the contract term shall not entitle the Contractor to indemnifications or refunds.
- (d) The balance of Crude Oil and/or Natural Gas available in any Month after Recoverable Contract Costs have been satisfied to the extent aforesaid (hereinafter referred to as "Profit Oil" and/or "Profit Gas" as the case may be) shall be shared between the Government and the Contractor for each Field in the following proportions: Contractor fifty percent (50%) and Minister fifty percent (50%).
- (e) To the extent that the actual quantities and costs required to determine Cost Oil and/or Cost Gas and Profit Oil and/or Profit Gas for the Month in question are not known, Crude Oil and/or Natural Gas sharing shall be calculated on an interim basis each Month using the following:
 - i. unrecovered Recoverable Contract Cost;
 - ii. estimated current Recoverable Contract Cost by reference to the agreed work program and budget supplemented by any other relevant documents or information which are accepted by Contractor and Minister as being reliable indicators of the actual position for the Month in question;
 - iii. estimated production for the Month in question;
 - iv. Crude Oil and/or Natural Gas price from the previous Month calculated.

36.3. The Contractor shall have the right to use in any Petroleum Operations as much of the production as may reasonably be required by it therefor and the quantities so used or lost shall be excluded from any calculations of Cost Oil and/or Cost Gas and Profit Oil and/or Profit Gas entitlement.

36.4. The Contractor will be free to export any Petroleum received by the Contractor pursuant to this Article and Article 19, and the Contractor shall be exempted from any duty, tax or any other financial impost in respect of the export of such Petroleum hereunder.

Article 37 – Valuation of Crude Oil and Natural Gas

37.1. Valuation of Crude Oil

The Minister or its designee shall set reference prices for crude oil in order to determine:

- (a) The taxable income of the contractor;
- (b) The value of royalty payments made to the Cooperative Government of Guyana;
- (c) The value of cost oil; and
- (d) The Share of Profit Oil

The market price of crude oil shall be equal to the Realized Price or the Crude Oil Basket Price. The reference price, established quarterly by the Minister upon consultation with the Contractor, shall reflect the price that could have been achieved between independent parties in arm's length transactions.

- 37.2. The Minister or its designee shall, at least six months before the projected start-up date of production from a Development Area meet with the Contractor with the aim of reaching an agreement upon the Crude Oil Basket. In the event the Minister and the Contractor are unable to reach an agreement on the Crude oil Basket, the matter will be referred to independent expert for determination under Article 47.
- 37.3. The Contractor shall notify the Minister of the volumes, prices, sales dates, points of sale for all its transactions related to the sale of crude oil. Each crude
- 37.4. For the purpose of this Agreement the value of a Barrel of Crude oil shall be the average fair market price determined as follows:
- (a) At the end of each Calendar Quarter commencing with the Calendar Quarter in which Commercial Production of Crude Oil begins, a value for each separate volume of Crude Oil of the same gravity, sulphur and metal content, pour point, product yield and other relevant characteristics ("quality") shall be determined;
 - (b) The value aforesaid shall be determined on the basis of fair market value as follows:
 - i. in the event of fifty percent (50%) or more of the total sales by the Contractor during the Calendar Quarter of Crude Oil produced hereunder having been third party arms length sales, the fair market value will be the average price realised in such sales:
 - ii. in the event of less than fifty percent (50%) of the total sales by the Contractor during the Calendar Quarter of Crude Oil produced hereunder having been third party arms length sales, the fair market value will be the Reference Price determined by the Minister or its Designee by the weighted average of:
 - a. the average prices realised in third party sales during the Calendar Quarter of Crude Oil produced hereunder if any; and
 - b. the average prices at which the Crude Oil Basket established for the production from the specific Development Area are being sold in international markets.
 - iii. The weighting aforesaid will be determined by the percentage of total sales that (A) do fall and that (B) do not fall under third party arms length transactions. For the purposes of this Article, third party arms length sales will exclude Crude Oil exchanges, barter deals, or restricted or distress transactions, and more

generally any Crude Oil transaction which is associated with special financial or commercial consideration.

iv. all such prices will be adjusted to FOB Guyana.

(c) For the purposes of ascertaining any amount of Cost Oil pursuant Cost Recovery and Production Sharing until such time as the value of the Crude Oil attributable to a Calendar Quarter is determined, the calculations will be based on the value of the Crude Oil during the preceding Calendar Quarter and, in the absence of such value, on the value agreed to between Government and the Contractor. Upon determination of the value of the Crude Oil attributable to the Calendar Quarter in question, adjustments shall be made on the basis of the value determined.

37.5. In the event of any difference or dispute between the Contractor and Government about the manner in which the prices are to be determined according to the provisions of Article 37.4, the matter or matters in issue shall finally be resolved by a sole expert appointed by agreement between the parties under the Terms of Article 47 or, in the absence of such agreement, the matter shall be submitted to arbitration hereunder.

37.6. Valuation of Natural Gas and Natural Gas Liquids

(a) In case of Natural Gas, the Contractor and the Minister shall agree on a methodology for valuation of Natural Gas which represents the fair market value of such natural gas at the Delivery Point, taking into account the composition of the natural gas.

(b) Natural Gas Liquids (NGLs) recovered and sold shall be valued based upon the international value of such products as published by Platts or another international benchmark and adjusted to reflect the fair market value of such products at the delivery point.

Article 38 – Taxation and Royalty

38.1. Subject to Article 50, and except as provided in Article 38.2, 38.8, and except as otherwise set forth in this Article 38.1, no value-added tax, excise tax, duty, fee, charge or other impost shall be levied at the date hereof or from time to time thereafter on the Contractor or Affiliated Companies in respect of income derived from Petroleum Operations or in respect of any property held, transactions undertaken or activities performed for any purpose authorised or contemplated hereunder other than:

- iv. subject to the provisions of Article 39, import duties at the rates specified from time to time in the Customs Act (Cap. 82:01);
- v. taxes, duties, fees, or other imposts for income derived from specific services performed by the Contractor for the public or commercial enterprises and which is unrelated to income derived from Petroleum Operations under this Agreement;
- vi. rent due to Government in respect of any land rights granted or assigned to the Contractor;
- vii. annual licence rental charges due under Article 33;

- viii. subject to Article 38.7, local government rates or taxes (being rates or taxes not calculated by reference to income) under laws of general application and which are non-discriminatory, are commercially reasonable, and do not result in a rate or tax to Contractor in excess of those generally applicable in Guyana;
 - ix. (i) stamp duties, (ii) registration fees, (iii) licence fees, and (iv) any other similar duty, fee or other impost of a minor nature, provided the above-referenced categories are imposed under laws of general application.
- 38.2. Except as provided in this Article, Contractor, Affiliated Companies, Sub-Contractors and individuals who are expatriates shall be subject to the income tax laws of Guyana, including, the Income Tax Act of Guyana (Cap. 81:01) and the Corporation Tax Act of Guyana (Cap. 81:03) and shall separately comply with the requirements of those laws, in particular with respect to filing returns, assessment of tax, and keeping and showing of books and records.
- 38.3. The Contractor shall pay, at the Government's election either in cash based on the value of the relevant Petroleum as calculated pursuant to Article 37 or in-kind, a royalty of ten percent (10%) of all Petroleum produced and sold, less the quantities of Petroleum used for fuel or transportation in Petroleum Operations, from all production licenses subject to this Agreement. The Minister shall make its election in writing with effect ninety (90) days following such election and that election shall remain in effect for the latter of one (1) year or ninety (90) days from the date the Minister notifies in writing that it elects the alternative treatment. Cash payment shall be due quarterly, thirty (30) days following the end of each calendar quarter. Within one hundred and eighty (180) days following the end of each Year, assessment receipts evidencing payment of Contractor's royalty shall be furnished by the Minister to the Contractor stating the amount and other particulars customary for such receipts.
- 38.4. Subject to the conditions of Section 47 of the Act, the Minister may remit in whole or in part, or defer payment of, any royalties payable by Contractor.
- 38.5. The Minister hereby agrees that the Contractor shall be exempted from the Property Tax Act pursuant to Section 51 of the Petroleum Act and any other act which amends or replaces in part or in whole the Property Tax Act.
- 38.6. The Minister agrees that for the duration of the Exploration Period, and for any area within the Contract Area where exploration activity is in progress, the provisions of Section 10(d) of the Corporation Tax Act (Cap 81:03), including any successor provisions to Section 10(d) of the Corporation Tax Act (Cap 81:03), shall not apply to the Contractor, with respect to any payments made to any Affiliated Companies or Sub-Contractors.
- 38.7. The Expatriate employee of the Contractor, Affiliate companies and the Subcontractor shall be liable to pay personal income tax in Guyana on income earned in Guyana. Guyana (represented herein by the Minister) shall cause the proper authorities to issue appropriate tax certificates to expatriate employees when required.
- (a) If an expatriate employee is liable to pay income tax in Guyana on income earned in Guyana, such expatriate employee shall pay such income tax at a rate equal to the current income tax rate of Guyana;

(b) Notwithstanding any provision to the contrary in this Article, expatriate employees of Contractor, Affiliated Companies or Non-Resident Sub-Contractors shall not be subject to the provisions of the Income Tax Act of Guyana (Cap. 81.01) and shall not be liable for personal income tax in Guyana on income earned in Guyana for any given tax year if the expatriate is physically present in Guyana for one hundred eighty three (183) days or less on a cumulative basis in the tax year of assessment.

- 37.8. Notwithstanding any provision to the contrary in this Article, assignments of any kind between Contractor and Affiliated Companies, as well as any assignment of any kind made in accordance with this Agreement (including one to an unrelated party) shall be exempt from any duty & taxes, including Capital Gains Tax in each respect, but shall be subject to a fee payable to the Government account for the Ministry Responsible for Petroleum upon approval for the assignment in the amount of two million United States Dollars (US \$2,000,000) payable in respect of the assignment.
- 37.9. An Order shall be made giving effect to the provisions of this Article in statutory form and language as specified in Section 51 of the Act.

Article 39 – Import Duties

- 39.1. The Contractor and the Sub-Contractors engaged in Petroleum Operations shall be permitted to import, free of duty, VAT or all or any other duties, taxes, levies or imposts, all equipment and supplies required for Petroleum Operations including but not limited to drillships, platforms, vessels, geophysical tools, communications equipment, explosives, radioactive sources, vehicles, oilfield supplies, lubricants, consumable items (other than foodstuffs or alcoholic beverages or fuel), as well as all items listed on Annex D. The aforementioned items, including but not limited to the items listed on Annex D, shall be deemed approved and certified by the Chief Inspector to be for use solely in carrying out Petroleum Operations. The Contractor shall give prior notification to the Minister of Sub-Contractors engaged in Petroleum Operations.
- (a) Subject to Article 39.1, and for as long as this Agreement remains in force the Contractor and Sub-Contractors engaged in Petroleum Operations hereunder shall be required to pay to the relevant authority a ten percent (10%) excise tax on any fuel imports, where such imports have been certified by the Chief Inspector to be used solely in carrying out Petroleum Operations in any area within the Contract Area.
- 39.2. Subject to Article 25, any of the items imported into Guyana may, if no longer required for Petroleum Operations hereunder, be freely exported at any time by the importing party, without the payment of any export duty or impost provided, however, that on the sale or transfer by the importer of any such item to any person in Guyana (other than the Government) import duty shall be payable by the importer on the value thereof at the date of such sale or transfer as determined by the Guyana Revenue Authority in accordance with their applicable rules.
- 39.3. Each Expatriate Employee of the Contractor (including any Affiliated Company) and of Sub-Contractors, who have been assigned to work in Guyana for the Contractor or its Sub-Contractors shall be permitted, subject to the limitations and conditions set out in the Customs Act, to import into Guyana free of import duty and taxes within six (6) months on

first arrival his personal and household effects including one (1) motor vehicle, provided, however, that no property so imported by the employee shall be sold by him in Guyana except in accordance with Government regulations and upon the payment of the prescribed customs duties. Any importation or replacement of motor vehicles by Expatriate Employees of the Contractor (including any Affiliated Company) and of Sub Contractors, shall be a matter for consultation with the Minister.

39.4. Each Expatriate Employee of the Contractor (including any Affiliated Company) and of Sub-Contractors shall have the right to export from Guyana, free of all duties and taxes, and at any time, all of the items imported under Article 39.3.

Article 40 – Foreign Exchange Control

40.1. The Contractor shall during the term of this agreement have the right:

- (a) to retain abroad all foreign exchange obtained from the export sale of Contractor's Petroleum and to remit and retain abroad all foreign exchange learned from sales of Petroleum or assets in Guyana;
- (b) to finance Petroleum Operations here under in any currency through any combination of equity inter-affiliate debt or third-party loans intercompany open accounts or production payments but no payments of principal or interest in respect thereof shall be made from any source in Guyana other than the bank accounts referred to in Article 40.1(c);
- (c) to open and maintain bank accounts denominated in Guyanese dollars and or United States dollars in Guyana and freely dispose of the sums deposited therein without any restriction; provided the said accounts are credited only with sums deposited in foreign currency or with the proceeds of the sale of foreign currency being credits relating to or derived from Petroleum Operations;
- (d) to open and maintain bank accounts in foreign currency outside Guyana which may be credited without restriction freely dispose of any sums deposited therein without restriction without any obligation to convert into Guyana currency any part of the said amount say that such accounts shall not be credited with the proceeds of the sales of any Guyanese currency without the consent of the Bank of Guyana;
- (e) to purchase and with the approval of the Bank of Guyana to sell Guyanese currency through the authorized banks without discrimination at the rate of exchange determined by the Bank of Guyana for authorized banks at the time of purchase of sale.

40.2. Expatriate Employees of the Contractors or of Affiliated Companies and of Sub-Contractors engaged in Petroleum operation shall be subjected to all exchange control regulations that may be in effect from time to time. Expatriate Employees of the contractor and Sub-Contractors shall be entitled to remit freely abroad any portion of their salaries paid in Guyana and any investment income that may be earned on the portion of their salaries paid in Guyana.

40.3. Where Contractor, Affiliated Company or Sub-Contractor has, by notice in writing to the Commissioner General of the Guyana Revenue Authority, guaranteed the full and proper

discharge by an Expatriate Employee engaged in Petroleum Operations of their liability to income tax under the laws of Guyana that expatriate employee shall be entitled to receive payment of the whole or any part of their remuneration in the country in which they are normally resident.

Article 41 – Abandonment

41.1. Scope of Abandonment Obligation

Contractor shall conduct all activities related to the Abandonment of the Contract Area and shall;

- (a) remove from the Contract Area or part of the Contract Area or Abandon in place, in accordance with Applicable Law, this Agreement and Best International Industry Standards and Practices, all wells, facilities and assets used in the conduct of Petroleum Operations, including, without limitation, pipelines, equipment, production and treatment facilities, electrical facilities, landing fields, and telecommunication facilities; and
- (b) perform all necessary Site Restoration and remediation.

41.2. Preliminary Abandonment Plan and Budget.

- (a) The Development Plan submitted for approval by the Minister shall contain a Preliminary Abandonment Plan pursuant to Article 16.5.I including all activities necessary for the permanent plugging of wells, clean-up, restoration of the area to its natural state, decommissioning of machinery and equipment and returning the Contract Area in an orderly fashion, free from debris and waste, all in accordance with the Best International Industry Standards and Practices.
- (b) The Preliminary Abandonment Plan may be revised annually, with the agreement of the Minister to account for any changes in the Development Plan, changes in technology and Best International Industry Standards and Practices related to decommissioning and abandonment, as well as to reflect the changes in cost estimates and budget resulting from changes to capital and operating costs in the industry. Any revisions to the Preliminary Abandonment Plan and Budget shall result in a revision to the Abandonment Fund referred to in Articles 41.13-18.

41.3. Notice of Abandonment and Proposed Abandonment Plan. No later than two (2) years prior to the anticipated date of Abandonment of a Contract Area or a part of any Contract Area in the case of a Production Licence, or as soon as possible prior to the termination of, or relinquishment of a part of, any Contract Area in the case of a Prospecting Licence, the Contractor shall submit to the Minister a proposed Abandonment Plan (Abandonment Plan) with the corresponding Budget prepared in accordance with the Preliminary Development Plan, and which shall include a detailed technical and engineering description of the abandonment, removal and disposal of the facilities and installations, and site restoration measures including the estimated Abandonment Costs

41.4. Contents of the Abandonment Plan:

The proposed Abandonment Plan shall contain a detailed description of the decommissioning and abandonment activities the Contractor plans to undertake giving an

account of the proposed methods being used, alternative disposal methods considered the respective budgets and environmental impact assessment.

The Abandonment Plan shall include but not be limited to:

- (a) **Licence information:** Identification of the Petroleum Production Licence and structures and facilities being decommissioned/abandoned, including information related to location, water depth, installation date, age of facilities, proposed abandonment date;
- (b) **Description of structures:** Detailed technical description of the components of the structures being decommissioned or abandoned including type, dimensions, and soil composition;
- (c) **Proposed removal method:** detailed description of the removal method and whether it involves total or partial removal of the facilities and infrastructure;
- (d) **Alternative removal methods:** detailed description of alternative removal methods considered alongside the proposed method;
- (e) **Disposal plans:** description of plans for transportation and disposal (including as an artificial reef) or salvage of the removed platform;
- (f) **Biological and archaeological surveys:** description of any recent biological and archaeological surveys in the vicinity of the structure and plans to protect archaeological and sensitive biological features during removal operations, including an assessment of the environmental impacts of the removal operations and procedures and mitigation measures that are proposed to minimize such impacts;
- (g) **Expenditure:** summary of expenditures for permanently plugging any well, removal of any platform or other facility, clearance of any site after wells have been plugged or platforms or facilities removed and decommissioning of pipelines;
- (h) Any other components as the Minister may require.

41.5. The Abandonment Plan shall be accompanied by an Environmental Impact Assessment Plan submitted under the Environmental Protection Act. The approval of the Abandonment Plan is subject to the environmental authorizations to be issued by the Environmental Protection Agency in accordance with the Environmental Protection Act.

Approval of the Abandonment Plan

- 41.6. Within thirty (30) Business Days of receiving the Notice of Abandonment and the accompanying Abandonment Plan the Minister shall deem the application submitted if the submitted information meets the requirements of Article 41.4 and is sufficiently accurate.
- 41.7. The Minister shall notify the Contractor within thirty (30) Business Days of the receipt of the Notice of Abandonment and the accompanying Abandonment Plan of any deficiencies in the application documentation, if the Minister determines that the Contractor has not met one or more of the conditions of Article 41.4. The Minister shall not deem the application for Notice of Abandonment and the accompanying Abandonment Plan submitted until the Contractor has corrected all the deficiencies or issues identified in the notice.
- 41.8. Upon receipt of the deficiency notice under Article 41.7 of this Agreement the Contractor has forty-five (45) Business Days to submit the additional information and correct the deficiency.

- 41.9. The Minister will notify the Contractor within twenty (20) Business Days of receipt of the documents correcting all the deficiencies under Article 41.8, that Notice of Abandonment and the accompanying Abandonment Plan is deemed submitted.
- 41.10. The Minister shall have one hundred and eighty (180) days of the date application for Notice of Abandonment and the accompanying Abandonment Plan is deemed submitted to approve it or request the Contractor to make the modifications it deems applicable.
- Before modifying or imposing conditions on the proposal, the Minister shall notify the Contractor of the proposed modification or conditions and give the Contractor the opportunity to make written representations within sixty (60) days thereafter about the proposed modifications or conditions. After taking into consideration such representations the Minister and the Contractor shall make their best efforts to mutually agree on the proposed modifications or conditions of the Abandonment Plan. In the event that the Minister and Contractor cannot mutually agree on the proposed Abandonment Plan, either Party may by written notice to the other Party propose that the dispute be referred for determination in accordance with the provisions of Article 47.
- 41.11. If the Minister fails to provide notice approving or requesting modifications of the Development Plan within the one hundred and eighty (180) days prescribed in Article 41.10 of this Agreement, the Contractor shall send written notice to the Minister seeking a decision related to the Development Plan.
- 41.12. In the event that Contractor does not present a timely Notice of Abandonment and the accompanying Abandonment Plan to Minister under Article 41.3 of this Agreement, the Minister, after giving thirty (30) days notice to Contractor of his intention to do so, may prepare an abandonment programme and budget for the Contract Area if Contractor does not present a proposal by the end of the thirty (30) day period. When Minister has so prepared the abandonment programme and budget, it shall have the same effect as if it had been submitted by Contractor and approved by Minister.

Abandonment Fund

- 41.13. In order to secure the implementation of activities included in the Preliminary Abandonment Plan and Budget, and subsequent revisions made under Article 41.2.b as well as the final Abandonment Plan approved under Articles 41.10 – 41.12, the Contractor shall be required to establish an Abandonment Fund, at an international financial institution that is rated A or better by Standard & Poor's and A2 or better by Moody's, to be agreed between Minister and Contractor.
- 41.14. The structure of the Abandonment Fund and the terms for the administration of the Abandonment Fund shall be mutually agreed between the Minister and Contractor within one year prior to the start of contributions prescribed under Article 41.16. The Minister may access funds from the escrow account in the event that Contractor (i) fails to effect environmental clean-up during the term of this Agreement, or (ii) fails to properly abandon wells or abandon facilities to the satisfaction of Minister upon termination of this Agreement.

Contributions to the Abandonment Fund

- 41.15. The Parties shall exercise their good faith judgment to set the amounts of contribution(s) for the Abandonment Fund so that it shall be of sufficient size to cover the expenses to be incurred under Preliminary Abandonment Plan and Budget, and subsequent revisions

made under Article 41.2.b as well as the final Abandonment Plan approved under Articles 41.10 – 41.12.

41.16. The Contractor shall initiate contributions to the Abandonment Fund when cumulative production from the field or fields associated with the abandonment in question has reached fifty percent (50%) of the proven reserves. Deposits shall be made in equal annual instalments based on the initial and subsequent updates of the abandonment cost estimates provided by the Contractor in its abandonment plan. The annual contribution to the Abandonment Fund shall be such that the full cost of abandonment is paid to the Fund two (2) years prior to the anticipated commencement of decommissioning and abandonment activities.

(a) In the event that the actual Abandonment Costs exceed the total amount paid into the fund, the remaining balance of the abandonment costs shall be borne by Contractor.

(b) If actual Abandonment Costs are lower than the total accumulated funds, the remaining balance of the Abandonment Fund shall be treated as profit oil and shared between the Government and Contractor under the terms of Article 36.

41.17. In the event minister elects to continue the Petroleum Operations and take over the relevant facilities, the accumulated amount in the Abandonment Fund and such additional amounts as may be estimated for Abandonment at the time of the transfer, shall be deposited in a nominated bank account domiciled in Guyana having the Minister as beneficiary.

41.18. In the case mentioned in Article 41.17, the Minister assumes all responsibility for the relevant facilities and Abandonment, and the Contractor shall be released from any liability arising out of the subsequent use of facilities and associated abandonment obligations.

41.19. **Partial Abandonment or Alternative Use**

(a) Notwithstanding the above, where the Contractor wishes to undertake early Abandonment activities in advance of producing a final Abandonment Plan, the Contractor must obtain approval to undertake Abandonment activities before commencing with any work and as such should consult with the Minister for approval of a partial Abandonment Plan.

(b) The Minister may grant a departure from the requirement to remove a platform or other facility by approving partial structure removal or toppling in place for conversion to an artificial reef if the Contractor meets the following conditions:

i. The structure becomes an artificial reef and the relevant Governmental agency accepts title and liability for the structure; and

ii. Proposed abandonment satisfies any other Government agency's requirement of navigational requirements for the structure.

(c) The Contractor may apply to reuse or relocate the facility for conducting oil or gas development at another location, or for additional energy or marine-related purposes. The Contractor seeking alternative use or reuse of the facility must submit an application to the Minister for approval of the Alternative Use Plan. The Contractor may also need additional approvals from the Environmental Protection Agency and other government agencies with authority over navigation and other

uses of the continental shelf or regulatory authority over the proposed energy or marine related purpose. Any application to reuse a platform must be subject to verification by an independent internationally recognized certified verification bodies, acceptable to the Government of Guyana.

41.20. Post-Decommissioning

- (a) Contractor shall submit a post-decommissioning report to the Minister and shall include:
 - (i) A description of seabed conditions after decommissioning;
 - (ii) Any impediments to returning the seabed to pre-production condition or damage caused to the seabed;
 - (iii) Equipment or items lost at sea;
 - (iv) Disclosure of any items not removed during decommissioning;
 - (v) Mapping and aids to navigation markers for items not removed;
 - (vi) The final destination of the decommissioned facility, including handling and disposal information.
- (b) The Operator shall provide independent certification of seabed conditions after the completion of decommissioning, and the report shall be submitted with the post-decommissioning report.

41.21. Temporary and Permanent Abandonment of Wells

The Contractor must ensure the plugging and abandonment of dry holes, oil and gas wells that are no longer economically viable for production, or which have wellbore issues that require closure using Best International Industry Standards and Practices that ensure well integrity, avoid leakage and protect the environment. In carrying out well plugging and abandonment the Contractor must:

- (a) not perform any well plugging or abandonment operations without the consent of the Minister;
- (b) always utilize dual-barrier construction, regardless of whether the well is to be temporarily or permanently abandoned;
- (c) initiate permanent abandonment operations after six (6) months of inactivity at the production site. The Minister reserves the right to provide notice at any time to Contractor that a well must be plugged and abandoned;
- (d) submit to the Minister detailed abandonment plans as soon as Contractor identifies the need for suspension or abandonment. Submissions should include:
 - (i) Detailed schematics and a list of materials sufficient for the Minister to verify Contractor utilizes proper engineering techniques for plugging and abandonment;
 - (ii) Identification and location of the well, including mapping and required aids to navigation safety;
 - (iii) Description of the barriers Contractor intends to employ;

- (iv) A statement as to whether Contractor is performing temporary or permanent abandonment, including the length of time Contractor intends to leave the well temporarily abandoned;
 - (v) Potential incidental releases and the corresponding mitigation measures; and
 - (vi) Other specific information material to abandonment;
- (e) perform abandonment in accordance with the abandonment plan approved by the Minister. Contractor shall ensure that the well is abandoned in such a way as to prevent unplanned discharge;
- (f) submit a report to the Minister following abandonment of all wells. The report must provide independent verification that the abandonment process has been carried out correctly, including any test results that verify the suitability of abandonment activity.

Article 42 – Accounting and Audits

42.1. Maintaining proper accounting records

- (e) The Contractor shall be responsible for maintaining accounting records relating to Petroleum Operations under this Agreement in accordance with the Accounting Procedures (set out in Annex C), accepted accounting practices generally used in the international Petroleum industry and any applicable local law.
- (f) Accounting and related records kept under this agreement shall record in sufficient detail and clarity the work performed under the Agreement, the costs incurred, and the quantity and value of all Petroleum produced and saved from the Contract Area and not used in Petroleum Operations.
- (g) Transactions shall be recorded in such a manner as to provide a clear understanding of the sub-components of each item including, without limitation, such costs as broker's fees, transportation charges, loading and unloading fees, demurrage, import duties, surcharges and licence fees associated with the procurement of materials and equipment, and applicable taxes.

42.2. Records at local office

The Contractor shall maintain all accounting and other records related to Petroleum Operations in the English language in Guyana.

The Contractor must maintain all books, records and documents mentioned in this Article, and make such books, records, and documents available for inspection in until the later of:

- (a) eight (8) years following the end of the Calendar Year to which they relate;
- (b) if any cost or amount is under dispute at the term of the eight (8) year period set forth above, until the date the dispute is settled; or
- (c) such longer period as may be required by Law.

42.3. Arm's length transactions

Except as otherwise agreed in writing between the Minister and the Contractor, all transactions recorded in the accounting records shall be conducted on an 'arm's length' basis or on such a basis that may assure that all such revenues shall not be lower and costs or expenses shall not be higher than the international market price for goods and services of similar quality supplied in similar terms prevailing at the time of the transaction in the regional market relevant to Guyana.

42.4. Access to information

Contractor shall provide the Minister with the accounting data and information necessary for such Party to fulfil any statutory obligation in regard to Petroleum Operations to the extent that such data and information could reasonably be expected to be available from the accounting records maintained by the Contractor.

42.5. Audited annual report

Within ninety (90) days after the end of each Calendar Year, the Contractor shall prepare financial statements including a balance sheet and profit and loss statement reflecting its operations under the Agreement during the previous year.

42.6. The Contractor shall ensure that:

- (a) accounting methods, rules and practices applied for determining revenue and expense shall be consistent with the Laws of the Cooperative Republic of Guyana and Best International Industry Standards and Practices;
- (b) each financial statement shall be certified by an independent, internationally recognized firm of chartered certified accountants and with such audits should be conducted in accordance with the International Standards on Auditing.
- (c) The financial statements and the auditor's report shall be submitted to the Minister;
- (d) The audited financial statements required by this article shall have no implications on Cost Recovery which is provided for in Article 42.7 and Annex C of this Agreement.

42.7. Cost recovery

- (a) Statements required

The Contractor shall provide monthly, quarterly, and annual statements to the Minister as outlined in the accounting procedure.

- (b) Initial verification procedure

With respect to each Calendar Quarter, the Minister shall conduct a preliminary assessment as to which of the Contractor's costs may qualify as Recoverable Costs. On receipt of the quarterly statements required under Annex C, the Minister shall initially verify:

- i. the qualification of the claimed costs as Recoverable Costs under this Agreement; and

- ii. if the amounts claimed as qualifying as Recoverable Costs are correct based on documentation made available at Contractor's offices in Guyana.

This initial verification of expenditures shall be the basis for provisionally determining the sharing of Petroleum but shall not constitute a final approval by the Minister of those amounts. Such final approval shall only be provided after final auditing has been completed pursuant to Article 42.10.

(c) Initial verification exceptions

- i. Within ninety (90) days of receipt of the quarterly statements, the Minister may submit a written exception notice to Contractor, expressly identifying the particular cost or costs under review and the reason for the exception.
- ii. Within thirty (30) days of the date of receipt of the written exception notice, the Contractor shall submit to the Minister such additional written information as the Minister may require, as well as any information the Contractor may consider relevant to determine recoverability. If the Contractor does not make a written submission before this deadline, the cost or costs shall be deemed disallowed for purposes of cost recovery.
- iii. Following receipt of any additional information from the Contractor, the Minister shall, within thirty (30) Days, conduct a final review and notify the Contractor of its decision on the disputed costs.
- iv. Where the Minister decides to disallow the disputed costs as a Recoverable Cost, the Contractor shall promptly correct its books of account to reflect any changes resulting from the initial verification procedure. The Contractor may, however, request a final expert determination on the recoverability of the disputed cost within thirty (30) days following the Minister's determination, in accordance with Article 47.

(d) End-of-Year Statement

The Contractor shall prepare an End-of-Year Statement. The Statement will contain aggregated information for the Calendar Year in the same format as required in the Value of Production and Pricing Statement, Cost Recovery Statement and Statement of Expenditures and Receipts as provided in Annex C but will be based on actual quantities of Petroleum produced and expenses incurred. The End-of-Year Statement for each Calendar Year shall be submitted to the Minister within ninety (90) days of the end of such Calendar Year.

Cost recovery audit

42.8. Audit powers

- (a) The Minister has the right to inspect and audit all Contractor's books, accounts, and records relating to Petroleum Operations for the purpose of verifying Contractor's compliance with the terms and conditions under this Agreement.

- (b) Upon thirty (30) days' notice and at reasonable times the Contractor shall facilitate the Minister's representatives and/or agents to visit and inspect all sites, plants, facilities, warehouses and offices of the Contractor directly or indirectly serving the Petroleum Operations and to question its personnel associated with the Petroleum Operations.
- (c) The Contractor shall make available, such books, accounts, and records at its Guyana offices for inspection and audit by representatives of the Minister including any appointed auditors.
- (d) The Minister shall not unreasonably interfere with the conduct of Petroleum Operations. The Contractor shall provide all necessary facilities for auditors appointed by the Minister, including working space and access to all relevant personnel and information requested by the Minister.
- (e) The costs of any such audits commissioned by the Minister shall be borne by the Minister. Such audits shall be undertaken by an independent, internationally recognized auditing firm or by the Minister or its Designee, and copies of such audit reports shall be provided to Contractor free of cost.
- (f) Where relevant to a cost recovery audit, the Contractor shall also facilitate access to all books, records and documents of entities the Persons comprising Contractor, their Affiliates and Contractor's Affiliates or Sub-Contractors ("Relevant Entities").
- (g) The Minister may require Contractor to engage with independent auditors to examine at Contractor's cost and in accordance with International Standards on Auditing (ISA), the Contractor's and any Relevant Entity's books and records to verify the accuracy and compliance with the terms of this Agreement where relevant to a determination on Recoverable Costs under this Agreement.
- (h) Where an independent audit of any Relevant Entity is required, the Minister shall specify in writing the item or items for which it requires verification from such independent audit. A copy of the independent auditor's findings shall be delivered to the Minister within thirty (30) Days as of the date of completion of such audit.
- (i) Where any records are withheld from examination under this provision, the Minister may disallow the costs in question as Recoverable Costs under this Agreement.

42.9. Audit process

All audits shall be completed within twenty-four (24) months as of the term of the relevant Contract Year to which such audits refer to. Auditors may examine all Contractor's books, accounts and records in relation to a specific period of time or a particular aspect of such records.

42.10. Audit exceptions, claims and queries

- (a) Within ninety (90) Days of the end of any cost recovery audit, the Minister shall submit to Contractor a report outlining the audit exceptions, claims and queries.
- (b) Within ninety (90) Days of submission of the above report, the Contractor shall respond in writing stating agreement or opposition to all raised exceptions,

claims and queries supported by a detailed statement of its justifications together with any relevant evidence.

- (c) All exceptions, claims or queries shall be deemed as allowed where Contractor does not provide any comment.
- (d) The Minister and Contractor shall then negotiate in good faith to reach final settlement on outstanding exceptions, claims and queries within ninety (90) Days of the Minister's receipt of the Contractor's response. If no settlement is reached during the above period, either Party may request final expert determination in accordance with the Article 47.

42.11. Final statements

- (a) All adjustments resulting from the audit under this Article or any subsequent expert determination shall be reflected promptly in the accounts by the Contractor and any consequential adjustments in entitlements shall also be made promptly.
- (b) Subject to any adjustments resulting from such audits or expert determination, the reports and statements shall be considered final and not subject to further audit. Notwithstanding any provision to the contrary in this Agreement, if in a subsequent period an issue or error is identified which relates to any other period or to possible fraud or wilful misconduct to have occurred at any time, the Minister shall have the right to re-examine any reports and statements otherwise considered as final reports and statements or not previously audited.

42.12. Non-limitation of statutory audit powers

Nothing in this Article shall be construed as limiting the right of Government or any officer of Government pursuant to any statutory power to audit or cause to be audited the books of the Contractor.

Article 43 – Force Majeure

- 43.1. Any non-performance or delay in performance, wholly or in part, by any Party hereto or any of its obligations under this Agreement or in fulfilling any condition of any Licence granted to such Party or in meeting any requirement of the Act or Regulations and any Licence issued thereunder, shall not be a breach of this Agreement, the Licence or the Act and Regulations if and to the extent that such non-performance or delay, wholly or in part, is caused by Force Majeure as defined in this Article.
- 43.2. In this Article, the term "Force Majeure" shall mean any event beyond the reasonable control of the Party claiming to be affected by such event which has not been brought about at its instance and which has caused such non-performance or delay in performance and, without limitation to the generality of the foregoing, includes acts of God, natural phenomena or calamities, earthquakes, floods, tsunamis, epidemics, global health pandemics, quarantines, fires, wars declared, or undeclared, hostilities, invasions, blockades, insurrection, riots, civil commotion, terrorism, any other hostile acts, whether internal or external strikes, civil disturbances, mining of the seas, piracy, international

boundary disputes affecting the extent of the Contract Area and any other disputes or governmental action or inaction, that would prevent the performance of an obligation or ability of the Contractor to export Petroleum, except as provided in Article 43.5.

- 43.3. Where any Party is claiming suspension of its obligations on account of Force Majeure, such Party shall promptly notify the other Parties in writing of the occurrence thereof giving particulars of the Force Majeure and obligations affected. Each Party shall promptly notify the other Parties as soon as the Force Majeure has been removed or no longer prevents it from carrying out its obligations hereunder.
- 43.4. Where a Party is prevented from exercising any rights or performing any obligations under this Agreement due to a Force Majeure, the Minister hereby agrees pursuant to section 43(3) of the Act, subject to the proviso therein, that a period of additional time necessary for restoration of damages caused during a Force Majeure delay shall be added to the time allowed under this Agreement for the performance of such obligation or the exercise of such right and for the performance of any obligation or the exercise of any right dependent thereon and to the term of any Licence issued pursuant to this Agreement. In the event the Parties cannot agree on whether the occurrence of the event in question is considered a "force majeure" event, or if the Minister does not agree an additional time period should be added, pursuant to section 41(3) of the Act, then a Party may refer the dispute to Arbitration pursuant to Article 47. The Contractor shall have the option of terminating this Agreement without any further obligation if Force Majeure exceeds one (1) year.
- 43.5. Without prejudice to the other provisions of this Article, the Parties shall meet to discuss the consequences of the Force Majeure and the course of action to be adopted in the circumstances.
- 43.6. The Government shall not invoke Force Majeure due to any order, regulation or written directive of the Government which affects the Government's performance of its obligations under this Agreement.

Article 44 – Applicable Law

This Agreement shall be governed by, interpreted, and construed in accordance with the Laws of the Cooperative Republic of Guyana, and, consistent with such rules of international law as may be applicable or appropriate, including the Best International Industry Standards and Practices.

Article 45 – Social Responsibility and Protection of the Environment

- 45.1. In accordance with the Environmental Protection Act, the Contractor shall obtain an environmental authorization as required from the Environmental Protection Agency and comply with the provisions of that Environmental Protection Act in relation to any activity of this Agreement that is governed by that Environmental Protection Act.
- 45.2. The Contractor is precluded from initiating any exploration or development activity on those areas which the Environmental Protection Agency may determine to be sensitive or protected.
- 45.3. In the conduct of Petroleum Operations, the Contractor shall take necessary and adequate precautions, in accordance with Best International Industry Standards and Practices, against pollution and for the protection of the environment and the living resources of the rivers and sea.

- 45.4. If the Contractor's failure to comply with applicable law, the provisions of this Agreement and Best International Industry Standards and Practices results in pollution or damage to the environment, riverain or marine life or otherwise, the Contractor shall take all measures necessary in accordance with Best International Industry Standards and Practices to remedy the failure and the effects thereof and shall where pollution occurs treat or disperse it in an environmentally sound and safe manner.
- 45.5. The Contractor shall notify the Minister forthwith in the event of any emergency or accident arising from Petroleum Operations affecting the environment and shall take such action as may be prudent and necessary in accordance with Best International Industry Standards and Practices in such circumstances.
- 45.6. If the Contractor does not act promptly pursuant to applicable law, Article 45.4 and Best International Industry Standards and Practices so as to control or clean up any pollution within a reasonable period specified by the Minister, the Minister may, after giving the Contractor reasonable notice in the circumstances, take any actions which are necessary in accordance with Best International Industry Standards and Practices and the reasonable costs and expenses of such actions shall be borne by the Contractor.
- 45.7. The Minister and the Contractor shall establish a program of financial support for environmental and social projects to be funded by the Contractor. The Contractor shall directly fund the amount of one million United States Dollars (US\$1,000,000.00) per Calendar Year with any funded but unspent portion be carried over into the ensuing Calendar Years of the Agreement. The Minister and the Contractor shall meet annually to agree which projects shall be funded in any year: provide the adjustments in regard to amount and projects to be funded may be agreed in any particular year in question. Contractor shall not be obliged to undertake or fund any project which may in Contractor's opinion subject any member of Contractor to liability in any of their, or their respective Affiliates' countries of operations, including, without limitation, liability under the Foreign Corrupt Practices Act of the United States of America or other anti-corruption law. Funds spent pursuant to this Article 45.7 shall not be Recoverable Contract Costs.

Article 46 – Termination and Cancellation

- 46.1. This Agreement shall be deemed to have been terminated if the Petroleum Prospecting Licence granted to the Contractor pursuant to the Act and every Petroleum Production Licence granted to the Contractor under the Act and the terms of Article 16 of this Agreement has either expired or, under and in accordance with the Act and any relevant provision of this Agreement, been surrendered by the Contractor or lawfully cancelled by the Minister pursuant to the Act but save as aforesaid, shall continue in full force and effect so long as the Contractor continues to hold any of the said Licences.
- 46.2. Should any issue arise between the Parties as to whether the Contractor is in default and such issue cannot be amicably settled by consultation between the Parties and a dispute thereon is referred for resolution pursuant to Article 47, this Agreement and the said Licences shall continue in force pending resolution of such dispute.
- 46.3. Pursuant to the Act, the Minister shall not terminate this Agreement and cancel the respective Licence(s) on the basis of default unless the Minister has, by notice served on the licensee, given not less than thirty (30) days notice of such intention and the basis of default. In the notice the Minister shall specify a reasonable date, not less than ninety (90)

Business Days, before which the licensee may submit a written response or remedy the default.

- 46.4. On termination of this Agreement, or cancellation or surrender of any Licence as aforesaid, the rights and obligations of the Parties shall cease by the termination; cancellation or surrender, but such termination; cancellation or surrender shall not affect any right of action existing or liabilities incurred by a Party before the date of termination; cancellation or surrender, and any legal proceedings that might have been commenced or continued against a Party may be commenced or continued against it.
- 46.5. The Minister may cancel a Licence pursuant to the Act in relation to any defaulting Party comprising the Contractor, and this Agreement shall be deemed to have been terminated solely with respect to said Party. The Minister may give non-defaulting Parties of the Contractor the opportunity to apply for a proportional redistribution of the working interest of the Party removed from the Licence and from this Agreement. Notwithstanding the above, nothing in this Article obliges the Minister to grant the interest of the defaulting Party to the other Parties in this Agreement. The Government reserves the right to retain the defaulting interest through a state-owned entity or offer it to third parties.

Article 47 – Dispute Resolution

Amicable Settlement

- 47.1. In the event of any dispute between the Cooperative Republic of Guyana and the Contractors arising out of relating to or connected with this Agreement or the operation and activities carried out under this Agreement, including any dispute regarding the construction, validity, interpretation, enforceability, breach, termination or implementation of any provisions of this Agreement (hereinafter: Dispute), the Parties shall use their best efforts to settle amicably all disputes.
- 47.2. A written notice of the existence of a Dispute shall be given by a Party to another Party. In the event that no agreements are reached within sixty days (60) after the date on which a Party notifies the other that a Dispute exists, or such longer period as specifically agreed by the Parties in writing, any Party shall have the right to have such Dispute determined by an independent expert determination or arbitration as provided for in this Article. Notwithstanding the above, such period of negotiation is not required where the running of the time period may bar access to arbitration.

Sole Expert

- 47.3. Any matter required to be referred to a sole expert for determination under this Agreement, and any other matter which the Parties expressly agree in writing to refer to a sole expert, shall be referred to a sole expert, by a Party giving notice to such effect. The sole expert shall be requested to issue an opinion for use by the Parties in an effort to settle any such Dispute.
- 47.4. The sole expert shall be appointed by agreement between the Parties, and in the event the Parties fail to agree on the sole expert within forty-five (45) days after receipt of the written notice from any Party proposing the appointment of a sole expert, such expert shall be appointed by the International Chamber of Commerce ("ICC") in accordance with its Rules

for the Appointment of Experts and Neutrals. A sole expert shall be an independent and impartial person of international standing with relevant qualifications and experience.

- 47.5. The expert, once appointed, shall have no ex parte communications with any of the parties to the Dispute concerning the expert determination or the underlying Dispute. The Parties shall cooperate fully in the expeditious conduct of such expert determination and provide the expert with access to all facilities, books, records, documents, information, and personnel necessary to make a fully informed decision in an expeditious manner.
- 47.6. The sole expert shall act as an expert and not as an arbitrator or mediator and shall endeavour to provide an opinion on the Dispute within thirty (30) days of his appointment, but no later than sixty (60) days after his appointment. The sole expert shall decide the manner in which any determination is made, but in any event shall accept oral and/or written submissions and arguments from the Parties.
- 47.7. The decision of the sole expert on matters referred to him shall not be final and binding on the Parties and the Parties shall utilize the recommendation to enter into further discussions on the matter. The fees and expenses of a sole expert (as well as the charges for the use of facilities) shall be borne equally by the Contractor and the Government. Each Party shall bear any other expenses it incurs in connection with expert proceedings.

Arbitration

- 47.8. Any claim, demand, cause of action, dispute, or controversy arising out of or in connection with this Agreement, including any question regarding its formation, existences, validity, enforceability, performance, termination, or alleged breach (Dispute) which can not be settled amicably by negotiation shall be resolved by arbitration.
 - (a) Except for matters referred to in Advisory Committee, Development Plan and Valuation of Crude Oil any dispute or difference arising between the parties hereunder which cannot be settled amicably within a period of sixty (60) days from the date on which the dispute or difference arose may be submitted by either Party for arbitration.
- 47.9. The Parties hereby consent to submit any Dispute to the International Centre for the Settlement of Investment Disputes (ICSID) for arbitration before three (3) arbitrators pursuant to the Convention on the Settlement of Investment Disputes between States and Nationals of Other States (hereinafter referred to as the "Convention"). It is hereby stipulated that the transaction to which this Agreement relates is an investment within the meaning of the Convention.
- 47.10. The Parties agree that this arbitration clause is an explicit waiver of immunity against validity and enforcement of the award or any judgment thereon and the award shall be final, binding and enforceable against any Party in any court having jurisdiction in accordance with its laws.
- 47.11. The substantive laws of Cooperative Republic of Guyana shall apply to the determination of disputes, claims, or controversies of any nature arising out of or relating to this Agreement.
- 47.12. The seat of the arbitration shall be Washington DC, United States of America; however, hearings may be held at such other place as the Parties may agree to in writing.

47.13. The English language shall be the language used in the expert or arbitral proceedings. All hearing materials, statements of claim or defence, award and the reasons supporting them shall be in English.

Article 48 – Effective Date

This Agreement shall enter into force and effect on the date in which the Petroleum Prospecting Licence in respect of the Contract Area is in full force and effect (the "Effective Date").

Article 49 – Miscellaneous

- 49.1. Headings in this Agreement are for convenience of reading only and shall not affect the construction or interpretation of this Agreement.
- 49.2. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous contracts and understandings, oral or written, relating thereto.
- 49.3. If any part of this Agreement is held to be invalid, the remainder of this Agreement shall remain in effect and the Parties agree that the part so held to be invalid shall be deemed to have been stricken here from and the remainder shall have the same force and effect as if such part had never been included herein.
- 49.4. This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of each of the Parties.
- 49.5. A reference to the singular in this Agreement includes a reference to the plural and vice versa.
- 49.6. A Party shall not be deemed to have waived any provision hereof unless, and then only to the extent that, such waiver is in writing. A Party's waiver of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach, nor will a Party's delay or non-success to exercise any right such Party has hereunder operate as a waiver of such right.
- 49.7. All rights and obligations hereunder that expressly or by their nature extend beyond the term of this Agreement shall survive and continue to bind the Parties, their legal representatives, legal successors and legal assigns after any termination or expiration of this Agreement until such rights and obligations are satisfied in full or expire.
- 49.8. Each Party agrees that no director, employee, or agent of such Party shall give or receive any commission, fee, rebate, gift or entertainment of significant cost or value in connection with this Agreement or enter into any business arrangement with any director, employee or agent of either of the Parties or any Affiliate.
- 49.9. Neither Party nor their employees, agents or Sub-Contractors shall make any payment or give anything of significant value to an official of any government (including any officer or employee of any government department, agency or instrumentality or the employee, officer, director or agent of a government owned entity) to influence his, her or its decision, or to gain any other advantage for the Parties in connection with the performance of this Agreement, which would be in violation of the Foreign Corrupt Practices Act of the United

States of America or the OECD Anti-Bribery Convention of 1997, or the substance thereof, or any similar applicable Guyanese anti-corruption statute or regulation.

Article 50 – Stabilization

- 50.1. The terms of this Agreement shall remain in full force and effect for the duration of this Agreement and may not be amended or modified except by way of written agreement by each of the Parties thereto.
- 50.2. The Contractor shall be subject to and must observe the laws of the Cooperative Republic of Guyana in force from time to time and nothing herein contained shall be construed as exempting the Contractor from complying with the laws imposing taxes, duties, levies, fees, royalties, charges or similar impositions or contributions which the Contractor would be liable to pay or may be called upon to pay under such laws by virtue of its conduct of Petroleum Operations hereunder, except as provided for in Article 38.
- 50.3. If at any time after the signing of this Agreement there is a change in the laws of the Cooperative Republic of Guyana whether through the amendment of existing laws (including the hydrocarbons law, the customs code or tax code) or the enactment of new laws or a change having the force of law in the interpretation, implementation or application thereof (whether the change is specific to the Agreement, the Contractor or of general application) and such change has a materially adverse effect on the economic benefits, including those resulting from the fiscal regime provided by this Agreement, accruing to the Contractor hereunder during the term of this Agreement, the parties shall negotiate in good faith to modify the terms of the agreement in order to restore the economic balance so that Contractor receives the same economic benefit under the Agreement that it would have received prior to the change in law or its interpretation, application, or implementation.
- 50.4. In the event that Contractor's overall economic benefits have been materially and adversely affected by actions or changes as set forth above in Article 50.3, the Contractor shall send formal Notice to the Minister:
 - (a) informing of the change in in law or its interpretation, application, or implementation;
 - (b) informing of the effect of the change on the economic balance that existed between the Government and the Contractor on the effective date of this Agreement; and
 - (c) requesting the Government to take appropriate measures to maintain the economic balance of the Agreement as it existed on the effective date of the Agreement.
- 50.5. No later than sixty (60) days from receipt of the Notice sent by the Contractor under Article 50.4, the Minister shall send written notice to the Contractor informing of the measures the Government is considering to restore the economic balance of the agreement as it existed on the Effective Date of the Agreement. All Parties to this Agreement shall meet within thirty (30) days of the Notice of the Minister informing of the measures being considered by the Government to reach a formal resolution on the matter that would enable the restoration of the economic benefit that existed on the Effective Date of this Agreement.
- 50.6. If no agreement is reached within sixty (60) days. Each Party may refer the matter for dispute resolution as provided for under Article 47 herein.

50.7. The stabilization provisions of Articles 50.3-50.4 do not apply to enactments, amendments, modifications, or other change to acts or regulations that govern the industrial and environmental safety of petroleum operations, social and environmental protection, occupational health and safety, labour relations, local content, and climate change.

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Annex A – Description of Contract Area

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Annex B – Map of Contract Area

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Annex C – Accounting Procedure

SECTION 1 - GENERAL PROVISIONS

1.1. Definitions

For the purpose of this Accounting Procedure the terms used herein which are defined in the Agreement or in the Act shall have the same meaning when used in this Accounting Procedure.

1.2 Documentation Required to be Submitted by the Contractor

- (a) The Contractor shall keep the accounts, operating records, reports, and statements relating to the Petroleum Operations:
 - (i) in accordance with the terms of the Agreement and this Accounting Procedure; and
 - (ii) in such form as may be agreed from time to time between the Parties which shall identify the categories of costs, expenses, expenditures, and credits classified in Sections 2 and 3 of this Annex.
- (b) Pursuant to (a) above, the Contractor shall make quarterly Statements relating to the Petroleum Operations including:
 - (i) Production Statement (see Section 5 of this Annex).
 - (ii) Value of Production and Pricing Statement (see Section 6 of this Annex).
 - (iii) Statement of Expenditures and Receipts (see Section 7 of this Annex)
 - (iv) Cost Recovery Statement (see Section 8 of this Annex)
 - (v) End-of-Year Statement (see Section 9 of this Annex).
 - (vi) Budget Statement (see Section 10 of this Annex).

1.3. Language, Units of Account and Exchange Rates

- (a) Accounts shall be maintained in Guyanese dollars and United States dollars; however, the United States dollars accounts will prevail in case of conflict. Barrels shall be employed for measurements of production of Crude Oil required under the Agreement and this Annex. Standard cubic feet (scf) shall be employed for measurements of production of Natural Gas required under the Agreement and this Annex. The language employed shall be English.
- (b) Should there be any gain or loss from exchange of currency, it will be credited or charged to the accounts under the Agreement.
 - (i) Amounts received and costs, expenses and expenditures made in currencies other than United States dollars or Guyanese dollars shall be converted into United States dollars by using the relevant foreign exchange rate published in the Wall Street Journal on the first business day following the Month in which the relevant transaction occurred.

- (ii) Amounts received and costs, expenses and expenditures made in Guyanese dollars or in United States dollars shall be converted from Guyanese dollars into United States dollars or from United States dollars into Guyanese dollars on the basis of the average of the buying and selling exchange rates between the currencies in question as determined and published by the Bank of Guyana, prevailing on the last Business Day of the Calendar Month preceding the Calendar Month that the relevant transaction occurred.
- (iii) The actual exchange rates applied in accordance with sub-section 1.3 (c) (ii) above and, where relevant, sub-section 1.3 (c) (i) above, shall be identified in the relevant Statements required under sub-Section 1.2 (a) of this Annex.

1.4. Payments

- (a) All payments between the Parties under the Agreement shall, unless otherwise agreed, be made in United States dollars and through a bank designated by the receiving Party.
- (b) All sums due under the Agreement during any Calendar Month shall, for each day such sums are overdue bear interest at the Agreed Interest Rate.

SECTION 2 - CLASSIFICATION, DEFINITION AND ALLOCATION OF COSTS, EXPENSES AND EXPENDITURES

All costs, expenses and expenditures relating to the Petroleum Operations referred to in Section 3 shall be classified, defined and allocated as follows:

- 2.1. **Exploration Costs** are all direct and allocated indirect expenditures incurred in the search for Petroleum in an area which is or was, at the time when such costs were incurred, in the Contract Area, including:
 - (i) Aerial, geophysical, geochemical, paleontological, geological, topographical and seismic surveys and studies and their interpretation provided the data relates to the Contract Area.
 - (ii) Core hole drilling and water well drilling.
 - (iii) Labour, materials or equipment, and Services used in drilling Exploration and Appraisal Wells with the object of finding Petroleum or for the purposes of appraising the extent of producible reservoirs already discovered provided such wells are not completed as producing wells.
 - (iv) Facilities or allocated portions thereof used solely in support of the purposes described in (a) (b) and (c) above.
 - (v) All General and Administrative Costs, Annual Overhead Charges and all Service Costs allocated to Exploration Costs.
 - (vi) Any other Contract Costs incurred in the search for and appraisal of Petroleum after the Effective Date.
 - (vii) Annual amounts set forth and paid to the Minister pursuant to article 35.1 of the Agreement.
 - (viii) Rentals.

(ix) Licenses and other fees.

2.2. **Development Costs** shall consist of all expenditures incurred in:

- (a) Drilling wells, which are completed as producing wells and drilling wells for purposes of producing from a producible reservoir whether these wells are dry or producing and drilling wells for the injection of water or gas to enhance recovery of Petroleum.
- (b) Completing wells by way of installation of casing or equipment or otherwise after a well has been drilled for the purpose of bringing the well into use as a producer or as a well for the injection of water or gas to enhance recovery of petroleum.
- (c) Intangible drilling costs such as labour, consumable material and Services having no salvage value which are incurred in drilling and deepening of wells for production purposes.
- (d) The costs of field facilities such as pipelines, flow lines, production and treatment units, wellhead equipment subsurface equipment, enhanced recovery Systems, offshore platforms, petroleum storage facilities, export terminals and piers, harbours and related facilities and access roads for production activities.
- (e) Engineering and design studies for field facilities.
- (f) All General and Administrative Costs, Annual Overhead Charges and all Service Costs allocated to Development Costs.

2.3. **Operating Costs** are all expenditures incurred in the Petroleum Operations, which are other than Exploration Costs, Development Costs, General and Administrative Costs and Annual Overhead Charge and Service Costs. The balance of General and Administrative Costs and Service Costs not allocated to Exploration Costs or Development Costs shall be allocated to Operating Costs.

2.4. **Service Costs**

- (a) These are direct and indirect expenditures in support of the Petroleum Operations including but not limited to warehouses, piers, marine vessels, vehicles, motorized rolling equipment, aircraft, tire and security stations, workshops, water and sewage plants, power plants, housing, community and recreational facilities and furniture, tools and equipment used in these activities and safety and security Services. Service Costs in any Calendar Year shall include the total costs incurred in such Year to purchase and/or construct said facilities as well as the annual costs to maintain and operate the same.
- (b) All Service Costs will be allocated to Exploration Costs, Development Costs and Operating Costs in accordance with standard industry accounting practice or on an equitable basis otherwise agreed between the Minister and the Contractor.

2.5. **General and Administrative Costs and Annual Overhead Charge**

- (a) General and Administrative Costs are all general and administrative costs in respect of the local office or offices including but not limited to supervisory, accounting and employee relations Services, but which are not otherwise recovered.

(b) An Annual Overhead Charge for Services rendered outside Guyana and not otherwise charged under this Accounting Procedure for managing the Contractor's activities under the Agreement and for staff advice and assistance including, but not limited to financial, legal, accounting and employee relations Services. For the period from the Effective Date until the date on which the first Petroleum Production Licence under the Agreement is granted by the Minister this annual charge shall be five percent (5%) of the annual Contract Costs, including those covered in sub-section 2.5(a), incurred during the Calendar Year. From the date of grant of the Petroleum Production Licence the Annual Overhead Charge will be:

First \$ 5,000,000 of annual Contract Costs: 5%

Next \$ 5,000,000 of annual Contract Costs: 4%

Next \$5,000,000 of annual Contract Costs: 3%

Next \$20,000,000 of annual Contract Costs: 2%

In excess of \$ 35,000,000 of Contract Costs 1%

The above amounts are additive.

All General and Administrative Costs and Annual Overhead Charge will be allocated to Exploration Costs, Development Costs and Operating Costs in accordance with standard industry accounting practice or on an equitable basis otherwise agreed between the Minister and the Contractor.

SECTION 3 - COSTS. EXPENSES. EXPENDITURES AND CREDITS OF THE CONTRACTOR

3.1. Costs Recoverable Without Further Approval of the Minister

Subject to the provisions of the Agreement, the Contractor shall bear and pay the following costs and expenses in respect of the Petroleum Operations. These costs and expenses will be classified under the headings referred to in Section 2. They are all recoverable as Contract Costs by the Contractor under the Agreement.

(a) Surface Rights

This covers all costs attributable to the acquisition, renewal or relinquishment of surface rights acquired and maintained in force for the Contract Area including any amounts payable pursuant to Article 33 of the Agreement.

(b) Labour and Associated Labour Costs

(i) Gross salaries and wages including bonuses of the employees of the Parties comprising the Contractor directly engaged in the Petroleum Operations, irrespective of the location of such employees, it being understood that in the case of those personnel only a portion of whose time is wholly dedicated to Petroleum Operations, only that pro-rata portion of applicable wages and salaries will be charged.

(ii) Costs regarding holiday, vacation, sickness and disability payments applicable to the salaries and wages chargeable under (i) above.

(iii) Expenses or contributions made pursuant to assessments or obligations imposed under the laws of the Cooperative Republic of Guyana or the laws of

the place of incorporation of the Affiliated Company or origin of the individual, which are applicable to cost of salaries and wages chargeable under (i) above.

- (iv) Cost of established plans for employees' life insurance, hospitalisation, pensions, and other benefits of a similar nature customarily granted to the employees of the Parties comprising the Contractor.
- (v) Reasonable travel and personal expenses of such employees including those made for travel and relocation of the Expatriate Employees assigned to the Cooperative Republic of Guyana all of which shall be in accordance with the normal practice of the Parties comprising the Contractor.
- (vi) any personal income taxes owing to the Cooperative Republic of Guyana by employees of the Parties comprising the Contractor and paid or reimbursed by a Party comprising the Contractor.

(c) Transportation

The cost of transportation of employees, equipment, materials and supplies necessary for the conduct of the Petroleum Operations.

(d) Charges for Services

(i) Third Party Contracts

The actual costs of contracts for technical and other Services entered into by the Contractor for the Petroleum Operations, made with third parties other than Affiliated Companies of the Contractor are recoverable; provided that the prices paid by the Contractor are competitive with those generally charged by other international or domestic suppliers for comparable work and Services.

(ii) Affiliated Companies

Without prejudice to the charges to be made in accordance with sub-section 2.5, in the case of Services rendered to the Petroleum Operations by an Affiliated Company, the charges will be based on actual costs without profits. The charges will be no higher than the usual prices charged by the Affiliated Company to third parties for comparable Services under similar terms and conditions elsewhere and will be fair and reasonable in the light of Best International Industry Standards and Practices.

The salaries, wages and related costs of employees of an Affiliated Company that are temporarily or permanently assigned in Guyana and are directly engaged in Petroleum Operations shall be chargeable to the project at their actual documented cost. The salaries, wages, and related costs of employees of an Affiliated Company that are temporarily or permanently outside of Guyana and are directly engaged in Petroleum Operations shall be chargeable to the project at their actual documented cost. Costs for salaries, wages and related costs shall be charged to the project on an actual basis or at a rate based upon the average cost in accordance with the Affiliated Company's usual practice. The methodology of determining rates based on

average cost shall be provided to the Government upon their request. Such rates may be reviewed at least annually with the Minister. Reasonable actual documented expenses (including travel costs) of those employees whose salaries and wages are chargeable to the project and are reimbursed by the Contractor under their usual practice shall also be charged to the project.

(e) Material

- (i) So far as is practicable and consistent with efficient and economical operation, only such material or equipment shall be purchased or furnished by the Contractor for use in the Petroleum Operations as may be required for use in the reasonably foreseeable future and the accumulation of surplus stocks shall be minimized.
- (ii) The Contractor does not warrant material beyond the supplier's or manufacturer's guarantee express or implied, and in case of defective material or equipment, any adjustment received by the Contractor from the suppliers/manufacturers or their agents will be credited to the accounts under the Agreement.

(iii)

(a) Except as provided in (b) below, material purchased by the Contractor for use in the Petroleum Operations shall be valued to include invoice price less trade and cash discounts (if any), purchase and procurement fees plus freight and forwarding charges between point of supply and point of shipment, freight to port of destination, insurance, taxes, custom duties, consular fees, other items chargeable against imported material and, where applicable, handling and transportation expenses from point of importation to warehouse or operating site, and cost of the material in question should not exceed those prevailing in normal "arms length" transactions on the open market for material of similar quality and supplied on similar terms at the time of procurement.

(b) Material purchased from Affiliated Companies of the Parties comprising Contractor shall be charged at the prices specified at (1) and (2) hereof.

(1) New Material (Condition "A")

Shall be valued and invoiced at a price, which should not exceed the price prevailing in normal "arms length" transactions on the open market at the time of procurement.

(2) Used Material (Conditions "B" and "C")

(i) Material which is in sound and serviceable condition and is suitable for reuse without reconditioning shall be classified as Condition "B" and priced at not more than seventy-five percent (75%) of the price of new material defined in (1) above.

(ii) Material, which cannot be classified as Condition "B" but which:

- (a) after reconditioning will be further serviceable for original function as good second-hand material (Condition "B"), or
 - (b) is serviceable for original function but not suitable for reconditioning; shall be classified as Condition "C" and priced at not more than fifty percent (50%) of the current price of new material (Condition "A") as defined in (1) above. The cost of reconditioning shall be charged to the reconditioned material provided that the Condition "C" material value plus the cost of reconditioning does not exceed the value of Condition "B" material.
 - (iii) Material, which cannot be classified as Condition "B" or Condition "C", shall be priced at a value commensurate with its use.
 - (iv) When the use of material is temporary and its Service to the Petroleum Operations does not justify the reduction in price as provided for in (2) (ii) hereof, such material shall be priced on a basis that will result in a net charge to the accounts under the Agreement consistent with the value of the service rendered.
- (f) **Rentals. Duties and Other Assessments**

All rentals, taxes, levies, charges, fees, contributions and any other assessments and charges levied by the Government in connection with the Petroleum Operations and paid directly by the Contractor.
- (g) **Insurance and Losses**

Insurance premium and cost incurred for insurance pursuant to Article 30 provided that if such insurance is wholly or partly placed with an Affiliated Company of the Parties comprising the Contractor, such premium and costs shall be recoverable only to the extent generally charged by competitive insurance companies other than an Affiliated Company of a Party comprising the Contractor. Costs, losses and damages incurred to the extent not made good by insurance, are recoverable, including costs, losses or damages resulting from the indemnities in Article 30 of the Agreement, unless such costs, losses or damages have resulted solely from an act of wilful misconduct or gross negligence of the Contractor.
- (h) **Legal Expenses**

All costs and expenses of litigation and legal or related Services necessary or expedient for the procuring, perfecting, retention and protection of the Contract Area and in defending or prosecuting lawsuits involving the Contract Area or any third party claim arising out of activities under the Agreement or sums paid in respect of legal Services necessary or expedient for the protection of the interest of the Parties are recoverable. Where legal services are rendered in such matters by salaried or regularly retained lawyers of the Contractor or an Affiliated Company of the Parties comprising Contractor, such compensation will be included instead under sub-section 3.1 (b) or 3.1 (d) above as applicable.
- (i) **Training Costs**

All costs and expenses incurred by the Contractor in training of Guyanese personnel and such other amounts as may be expended on training under Article 30 of the Agreement.

(j) General and Administrative Costs and Annual Overhead Charge The costs described in sub-section 2.5(a) and the charge described in sub-section 2.5(b).

(k) Interest and Financing Costs

Interest, expenses, and related fees incurred on loans raised by the Parties comprising for Petroleum Operations and other financing costs provided that such expenses, fees and costs are consistent with market rates.

(l) Abandonment Costs

Amortized abandonment costs calculated pursuant to Article 41.

3.2. Costs Recoverable only with Approval of the Minister

(a) Commission paid to intermediaries by the Contractor.

(b) Donations and contributions to organisations in Guyana.

(c) Expenditure on research into and development of new equipment, material, and techniques for use in searching for developing and producing petroleum which will be of benefit to Petroleum Operations.

3.3. Costs not Recoverable under the Agreement

(a) Costs incurred before the Effective Date.

(b) Petroleum marketing or transportation costs of Petroleum beyond the Delivery Point.

(c) Amounts paid under Article 29 of the Agreement, if any, and other amounts paid with regard to non-fulfilment of contractual obligations.

(d) Costs of arbitration and the sole expert in respect of any dispute under the Agreement.

(e) Fines and penalties imposed by Courts of Laws of the Cooperative Republic of Guyana.

(f) Costs incurred as a result of wilful misconduct or gross negligence of the Contractor or failure to insure where insurance is required pursuant to Article 30.3 of the Agreement.

3.4. Other Costs and Expenses

Other costs and expenses not covered or dealt with in the provisions of this Section 3 and which are incurred by the Contractor in the conduct of the Petroleum Operations are recoverable subject to the approval of the Minister.

3.5. Credits under the Agreement

The net proceeds of the following transactions will be credited to the Accounts under the Agreement and shall reduce the amount of Contract Costs, which the Contractor is entitled to recover from Cost Oil, by a corresponding amount:

- (i) The net proceeds of any insurance or claim in connection with the Petroleum Operations or any assets charged to the accounts under the Agreement when such operation or assets were insured, and the premium charged to the accounts under the Agreement.
- (ii) Revenue received from third parties for the use of property or assets the cost of which has been charged to the accounts under the Agreement.
- (iii) Any adjustment received by the Contractor from the suppliers/manufacturers or their agents in connection with defective material the cost of which was previously charged to the accounts under the Agreement.
- (iv) Rentals, refunds, or other credits received by the Contractor which apply to any charge which has been made to the accounts under the Agreement, including any costs and expenses previously charged to the accounts pursuant to sub-section 3.1(h) and which have been successfully recouped from legal proceedings but excluding any award granted to the Contractor under arbitration referred to in sub-Section 3.3(d) above.
- (v) The value at the time of export of inventory materials subsequently exported from the Cooperative Republic of Guyana without being used in the Petroleum Operations, the acquisition costs of which have been charged to the accounts under the Agreement.
- (vi) The proceeds from the sale or exchange by the Contractor of materials, equipment, plant, or facilities, the acquisition costs of which have been charged to the accounts under the Agreement, including such Items sold to the Government;
- (vii) The proceeds from the sale of Petroleum Data which relates to the Contract Area provided that the acquisition costs of such rights and information have been charged to the accounts under the Agreement;
- (viii) The proceeds derived from the sale or licence of any intellectual property the development costs of which have been charged to the accounts under the Agreement.

3.6. Duplication of Charges and Credits

Notwithstanding any provision to the contrary in this Accounting Procedure, it is the intention that there shall be no duplication of charges or credits to the accounts under the Agreement.

SECTION 4 – RECORDS AND VALUATION OF ASSETS

The Contractor shall maintain detailed records of property in use for the Petroleum Operations in accordance with normal practice in exploration and production activities of the international Petroleum industry. The Contractor shall notify the Minister annually in writing of all assets acquired and all

assets disposed of during the preceding twelve (12) months. At reasonable intervals but at least once a year with respect to moveable assets and once every three (3) years with respect to immovable assets, inventories of the property under the Agreement shall be taken by the Contractor. The Contractor shall give the Minister at least thirty (30) days written notice of its intention to take such inventory and the Minister shall have the right to be represented when such inventory is taken. The Contractor will state clearly the principles upon which valuation of the inventory has been based.

When an assignment of rights under the Agreement takes place, a special inventory may be taken by the Contractor at the request of the assignee provided that the costs of such inventory are borne by the assignee.

SECTION 5 – PRODUCTION STATEMENT

- 5.1. Upon commencement of production of Petroleum from the Contract Area, the Contractor shall submit a monthly Production Statement to the Minister showing the following information separately for each Field and in aggregate for the Contract Area.
- (a) The gross quantity of Crude Oil and Natural Gas produced.
 - (b) The quantities of Crude Oil and Natural Gas used for the purpose of carrying on Petroleum Operations including drilling and Production Operations and pumping to Field storage.
 - (c) Quantities of Crude Oil and Natural Gas lost.
 - (d) The quantities of Natural Gas flared.
 - (e) The quantity of Crude Oil produced and sold.
 - (f) The quantity of Natural Gas produced and sold.
 - (g) The quantity of stocks of Crude Oil held at the beginning of the Calendar Quarter in question.
 - (h) The quantity of stocks of Crude Oil held at the end of the Calendar Quarter in question.
 - (i) The number of days in the Quarter during which Petroleum was produced from each Field.
 - (j) The average daily production rate for each Field.
- 5.2. The Production Statement for each Calendar Quarter shall be submitted to the Minister not later than thirty (30) days after the end of such Calendar Quarter.

SECTION 6 – VALUE OF PRODUCTION AND PRICING STATEMENT

- 6.1. The Contractor shall, for the purposes of Article 37 of the Agreement prepare a statement providing calculations of the value of Crude Oil and the value of the Natural Gas produced and saved during each Calendar Quarter for each Field. This statement, which shall be prepared for each quality of Crude Oil and the Natural Gas produced from the Contract Area, shall contain the following information:

- (d) The quantities, prices and receipts realised therefor by the Contractor as a result of Third Party Sales of Crude Oil and the Natural Gas made during the Calendar Quarter in question.
- (e) The quantities, prices and receipts realised therefor by the Contractor as a result of sales of Crude Oil and the Natural Gas made during the Calendar Quarter in question, other than Third Party Sales.
- (f) The percentage of total volume of Crude Oil sales which were Third Party Sales.
- (g) The percentage of total volume of Natural Gas sales which were Third Party Sales.
- (h) Information supplied to the Minister by Contractor for the purposes of Article 37 of the Agreement.

6.2. The Value of Production and Pricing Statement for each Calendar Quarter shall be submitted to the Minister not later than thirty (30) days after the end of such Calendar Quarter.

SECTION 7 – STATEMENT OF EXPENDITURE AND RECEIPTS

- 7.1. The Contractor shall prepare with respect to each Calendar Quarter, or on a monthly basis if requested by the Minister in writing, a Statement of Expenditure and Receipts under the Agreement. The Statement will distinguish between Exploration Costs, Development Costs and Operating Costs consistent with the individual categories specified in Sections 2 and 3 herein and will separately identify major items of expenditures within these categories. The statement will show the following:
- (a) Actual expenditures and receipts on a monthly basis for the period in question.
 - (b) Cumulative expenditure and receipts for the budget year in question.
 - (c) Cumulative expenditures and receipts since the Effective Date.
 - (d) Latest forecast of cumulative expenditures to year end.
 - (e) Variations between budget forecast and latest forecast, with explanations thereof.
- 7.2. Subject to Section 7.1, the Statement of Expenditure and Receipts shall be submitted to the Minister no later than thirty (30) days after the end of such Calendar Quarter or Month as the case may be.

SECTION 8 – COST RECOVERY STATEMENT

- 8.1. The Contractor shall prepare with respect to each Calendar Quarter a Cost Recovery Statement containing the following information:
- (a) Recoverable Contract Costs carried forward from the previous Calendar Quarter, if any.
 - (b) Recoverable Contract Costs for the Calendar Quarter in question.
 - (c) Total Recoverable Contract Costs, which is that cost at sub-section 8.1 (a) plus that cost at Section 8.1 (b).

- (d) Quantity and value of Cost Oil taken and disposed of by the Contractor for the Calendar Quarter in question.
- (e) Contract Costs recovered for the Calendar Quarter in question.
- (f) Total cumulative amount of Contract Costs to be carried forward into the next Calendar Quarter.

- 8.2. The information to be submitted under Section 8.1 (d) and (e) above shall be given in separate statements for each Field, so as to indicate together, the Contractor's total allocation of Cost Oil as required under Article 37 of the Agreement.
- 8.3. The Cost Recovery Statement to be submitted under Section 8.1 shall identify the unrecovered cost of assets for the purpose of Article 25 of the Agreement.

SECTION 9 – DOMESTIC SUPPLY STATEMENT

(a) Crude Oil

- (i) In the event the domestic supply obligations under Article 24 are effected by the Government as to Crude Oil, not later than ninety (90) days after the end of each Calendar Year, the Minister, acting on behalf of the Government, shall make available to Contractor an annual summary (the “Domestic Supply Report”) describing (a) the Government’s total entitlement from all Crude Oil production in Guyana during the prior Calendar Year, (b) the quantity of Crude Oil actually provided to the Government by Contractor and all third parties which produce Crude Oil in Guyana during the prior Calendar Year, and (c) a description of the quantities and use of all Crude Oil provided to the Government by Contractor and all third parties which produce Crude Oil in Guyana, including without limitation, domestic power supply from power plant facilities, refined products for domestic consumption from refineries, etc., and any quantities of Crude Oil, refined products, petrochemicals or fuel for power generation that are exported from Guyana.

(b) Natural Gas

- (i) In the event the domestic supply obligations under Article 24 have been effected by the Government as to Natural Gas, not later than ninety (90) days after the end of each Calendar Year, the Minister, acting on behalf of the Government, shall make available to Contractor an annual summary (the “Domestic Supply Report”) describing (a) the Government’s total entitlement from all Natural Gas production in Guyana during the prior Calendar Year, (b) the quantity of Natural Gas actually provided to the Government by Contractor and all third parties which produce Natural Gas in Guyana during the prior Calendar Year, and (c) a description of the quantities and use of all Natural Gas provided to the Government by Contractor and all third parties which produce Natural Gas in Guyana, including without limitation, domestic residential, commercial and industrial consumption, fuel used for domestic power generation etc., or, and any quantities of Natural Gas liquified or compressed in Guyana for export or used as feedstock for petrochemical exports, such as methanol and fertilizer.

SECTION 10 – BUDGET STATEMENT

- 10.1. The Contractor shall prepare an annual budget pursuant to Article 17 of the Agreement (the “Budget Statement”). The Budget Statement will distinguish between Exploration Costs,

Development Costs and Operating Costs consistent with the individual categories specified in Sections 2 and 3 and will show the following:

- (a) Forecast expenditures and receipts under the Agreement for the Calendar Year.
- (b) Cumulative expenditures and receipts to the end of the said Calendar Year.

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Annex D - Pre-Approved and Certified Petroleum Operations Items

A

Acids (stimulation) - Chemicals used downhole or injected in oil/gas formations
Acoustical survey equipment - including sonar, side scanning sonar, full wave form sonic loggers
Aeromagnetic recording survey systems
Air slips also known as tubing slips
All terrain vehicles (ATVs)
Automated equipment at the well head, processing plant or refinery used to monitor and control production

B

Bags (cloth) with printed tags - used in well testing
Bails (links)
Barrel - Chemical mixing when used at the well head
Batteries - for production machinery and equipment
Batteries - geophysical when used exclusively for seismic prospecting in blasting and recording systems
Bits - drill includes PDCs, tricones
Blasting systems - used for seismic prospecting
Blowout ignition system
Blowout preventers (BOPs)
Boxes - shipping (used in well testing), core
Building - portable
Building - support - when used as weather-related protective covering for equipment such as electrical generators or instrumentation
Buildings - that provide office or dwelling space; geologist lab trailers; skid-mounted living trailers
Bulldozers - earth moving equipment

C

Cable - electrical
Cable - wire rope
Cables — electrical (integrated into machinery)
Cables used for seismic prospecting
Calibration gas - for H₂S monitors and H₂S analysers
Casing
Casing accessories
Catwalks - see Scaffolding
Cement - oil well
Cementing equipment
Centralizers - casing attachment
Centrifuge - used to remove fine drill solids from mud systems
Chemical mixing barrel - when used at the well head
Chemical storage drums - when used at the manufacturing or processing site
Chemicals used in drilling and production operations

Chemicals used in refining operations
Choke manifold and valves
Circulating system - includes discharge and return lines
Circulating systems - includes mud tanks, mud mixers, discharge and return lines and separators
Cleaners/degreasers - includes oilfield equipment
Cloth bags with printed tags — used in well testing
Coil tubing
Coil tubing reel
Collars - drilling
Communication equipment - includes satellite Communications equipment
Compressors - for compression of air or natural gas
Computers - to monitor production/drilling machinery and equipment
Consumables - consumable equipment used in drilling and production operations
Control panels - used to run generators at a well head
Core boxes
Corrosion inhibitors - added to upstream installations for preventative maintenance
Couplings
Custom software - designed for and integrated into drilling and production machinery or equipment

D

Data processing units used for seismic prospecting
DC electric motors (integrated) used to drive the draw works mud pumps, or top drives, also commonly called traction motors
Deflocculants - used in fresh water mud systems
Dehydration Chemicals
Dehydrators - including mole sieve used at the well head; used during the production testing phase
Demulsifiers - used in production operations to remove water from crude oil
Density counters - spectral gamma-gamma
Detectors - flame, when used during the production testing phase as an alternative to a flare stack
Diesel power generating systems
Discharge and return lines
Dispersants - production chemicals
Distribution panel electrical that controls the electrical distribution for the entire rig package
Dope - pipe
Drifts - for casing, tubing, and line pipe
Drill bits, includes tricone, PDCs (Polycrystalline Diamond Compact)
Drill collar handling equipment
Drill collars - used in exploration and development drilling
Drill line spool - wire rope
Drill pipe - used in exploration and development drilling
Drill pipe handling equipment
Drill stem testing equipment - includes instrumentation
Drilling - detergent; muds; surfactants
Drilling Rigs and associated equipment - Onshore and Offshore
Drilling fluid - Chemicals used to create drilling fluid (see mud)
Drills - all drills used exclusively for seismic prospecting includes heli, en viro, LIS, track, truck, buggy
Drives - top, rotary and pump

Drums - for Chemical storage when used at the manufacturing or processing site

E

EDR system (only an EDR and the embedded dedicated Computer equipment that is integrated into the unit) used

at the drilling site

Electric generators and alternators

Electric logging equipment

Electrical cable - distribution panel, electrical generating systems

Electrical distribution panel

Electrical generating systems (integrated)

Electrical submersible pumps - ESP - for artificial lift of petroleum

Electrical surveying equipment

Electrical thermostats

Electromagnetic surveying equipment - includes time and frequency domain induced polarization equipment

Emergency gas shut off devices

Engine oils

Engines - used for oilfield Service

Equipment hoisting

Explosives - includes those used in seismic, coring, construction

F

Field potentiometers

Filter bags - for the production machinery and equipment

Fishing tools for retrieving tools lost downhole

Fittings - includes those used in the transportation and distribution system, for example, on gathering lines

Flame detectors - when used during the production testing phase as an alternative to a flare stack

Flare stacks -

includes mobile flare stacks used during the production testing phase

Flare tank systems, located at the wellsite, that are directly connected to the drilling rig and are used to control

polluting emissions

Flare tanks and lines

Float equipment

Fluids - fracturing, stimulating, well servicing

Foamers - used downhole to enhance production

Forklifts

Fracturing Chemicals

Fracturing equipment

Fuel gas lines - for oil and gas production machinery

Fuel storage tanks - see Tanks Full wave form sonic loggers

G

Gamma-ray spectrometers

Gas - welding, acetylene, argon - when used as an inert welding gas or in repair jobs; calibration gas for H₂S monitors and H₂S analysers

Gas dehydration equipment used in processing plants or refineries up to the point where the Petroleum or natural gas is a marketable product

Gas detection monitors that detect hazardous gas and provide a warning

Gas flow equipment - when used downhole to monitor gas flow

Gas lift lines - located at a production wellsite to encourage the flow or transport of gas from the reservoir to the surface

Gas shut off devices (emergency) - that are attached to a gas line and automatically shut off gas supply

Gauges - engine

Generating systems - diesel power, electrical

Gensets/generators - portable, mobile, or standby alternators generators/gensets)

Geophones

Geophysical batteries - when used exclusively for seismic prospecting in blasting and recording systems

Geronimo and escape lines

Global positioning systems used for seismic prospecting; used for creating stakeless surveys

Graders

Gradiometers - includes potassium gradiometers for radioactive methods of geophysical prospecting

Gravel for well pads, processing plant on-site roads

Gravitational recording survey systems

Gravity meters

Grease

Ground penetrating radar equipment

Gunny sacks

Guns - perforating that are used during the production testing phase

H

Hammer wrenches

Hand held tools

Heat exchangers

Heaters - line, located at the well head to preheat gas but not line heaters on pipeline; used during the production testing phase

Heli-drills for seismic prospecting

Hoisting equipment

Hooks and swivels drill pipe handling equipment

Hydraulic tank

Hydraulic winches

Hydrogen sulfide - used for gas scrubbing

Hyperspectral spectrometers used for remote sensing

I

Imaging equipment - seismic

Incinerator - when used during the production testing phase in place of a flare stack to burn off excess natural gas
Indicator « weight
Inductive conductivity probes used for electrical or electromagnetic surveying infrared and hyperspectral spectrometers Infrared spectrometers used for remote sensing
Inhibitors - corrosion added to upstream installations for preventative maintenance Injector head that runs or retrieves the coil tubing Instruments - Instruments or equipment for seismic prospecting Integrated diesel power generating systems Integrated electrical operating systems Integrated fuel tanks see Tanks Integrated navigation systems used for seismic prospecting Integrated pump units Integrated steam heaters

L

Lab testing equipment - used for testing drilling fluids
Lab testing equipment - used for testing production fluids
Labels - for vials used in well testing
Laptop computers (see entry under Computers)
LIDAR (Light Detection and Ranging) mapping equipment used for remote sensing
Light towers or light plants
Lighting - industrial explosion proof
Lights
Lignite - drilling mud or fluid
Line heaters - located at the well head to preheat gas, but not line heaters on the pipeline
Line heaters - used on pipelines, but not line heaters located at the well head for preheating gas (Industry)
Line pipe
Liners used on the ground
Lines - catline, drill, flare, loadline, geronimo and escape, sandline, spool, tong
Lines discharge, return, flare
Links (bales)
Liquefaction equipment - used in a processing plant or refinery to liquefy CO₂ so that it can be transported and marketed
Liquid viscosifiers
Loaders - includes loaders used to move drill pipe to and from the drilling rig
Logging equipment - electric wireline
Lubricants - specialty

M

Machinery and equipment used to inject substances into a reservoir
Magnetic susceptibility meters
Magnetometers

Main - drum (also known as a drill drum)

Main drum also known as drill drum - part of the drawworks

Maintenance tools includes cheater bars

Manifold choke, valve that is an integral piece of the high pressure pumping system

Manifold - choke; mud

S

Snubbing unit - composed of a blowout preventor stack, a hydraulic jack, and a power unit to run the hydraulics

Solids control equipment

Sonar includes side scanning

Sonic loggers - full wave form

Spectral gamma-gamma density counters

Spectrometers - infrared or hyperspectral used for remote sensing, gamma ray

Spools - includes drill line spool

Spools (specialized pieces that adapt tubing to BOPs or for spacing requirements between BOP and wellhead)

Stabbing guides - used in the drilling process

Stimulating fluids

Stimulation acids - Chemicals used downhole or injected in oil/gas formations

Storage tanks - (see Tanks)

Submersible trash pump unit - used to pump drilling fluids, mud/water

Sulphur recovery equipment used in processing plants and refineries

Survey equipment (see Global positioning systems and Navigation systems)

T

Tank battery

Tanks - flare, integrated fuel, mud, or water, stand alone fuel tank fully integrated with drilling rig that serves as

the direct fuel supply for the rig

Tanks - storage - used at a refinery or processing plant

Tanks - water storage

Telecommunication equipment

Thermostats - electrical designed for use with any of the machinery or equipment on this list Thread protectors -

used in the drilling process

Time and frequency domain induced polarization equipment used for electrical or electromagnetic surveying

Tongs - backup and integral tongs, power tongs and jaws

Tongs - power also called rotary or casing tongs, power tongs and jaws, backup and integral tongs

Tools - fishing tools for retrieving tools lost downhole

Tools - hand

Top drives - Drill Rig

Torque gauges - used in the drilling process

Towers - light

Traction motors

Travelling blocks

Tricones - drill bits
Tubing - includes coil
Tubing slips also known as air slips
Two-way radios

U

Ultraviolet lamps used for remote sensing

V

Vacuum and wash pump used to clean up around rig and wash equipment
Vacuum tanks or systems - truck- or trailer-mounted
Vacuum units
Valve- outlet, manifold (integral part of the high-pressure pumping system)
Valve manifold (integral part of the high-pressure pumping system)
Valves - includes those used in the transportation and distribution system, for example, gathering lines
Valves - safety - used for well logging, drill stem testing or the production testing phase
Vehicles
Vessels - separator - used during the production testing phase
Vessels - supply and anchor handling for offshore petroleum operations
Vessels - for storage of crude oil (FPSO)
Vessels - Mobile Offshore Drilling Units
Vibrators used for seismic prospecting
Viscosifiers - liquid; dry polymer; concentrated

W

Walkways - see Scaffolding
Waste gas transmission - see Pipes
Waste management bins
Waste water treatment units - mobile
Water clarifiers - used to remove residual oil in produced water prior to disposal or re-use
Water disposal lines - includes associated machinery and equipment that are located within the Processing plant
Water storage tanks
Welding equipment and supplies
Well flow lines transporting raw product from a well to a satellite, battery, line pipe or Processing plant
Well logging equipment - includes surface and downhole tools
Well testing equipment - includes surface and downhole tools
Wellhead equipment
Winches
Wireline (or slickline) unit - skid- or truck-mounted

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