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ETHIOPIA

1986 Model Production Sharing Petroleum Agreement
Between The Government Of Ethiopia & International Companies

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I ACCOUNTING PROCEDURES

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MODEL PRODUCTION SHARING

PETROLEUM AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 198__ by and between:

THE GOVERNMENT OF SOCIALIST ETHIOPIA (herein referred to as the "Government"), represented for the purposes of this Agreement by the Minister of Mines and Energy (herein referred to as the "Minister"),

and:

_____, a corporation duly organized and existing under the laws of _____ (herein referred to as the "Contractor"), represented for the purposes of this Agreement by _____, its _____.

The Government and the Contractor are herein referred to either individually as "Party" or collectively as "Parties".

WITNESSETH:

WHEREAS, the title to all Petroleum existing in its natural condition on, in or under the Territory of Ethiopia is vested in the State and the People of Ethiopia; and

WHEREAS, the Government wishes to promote the exploration, development and production of the Petroleum on, in or under the Contract Area and the Contractor desires to join and assist the Government in the exploration, development and production of potential Petroleum within the Contract Area; and

WHEREAS, the Contractor represents that it has the financial ability, technical competence and professional skills to carry out the Petroleum Operations herein described; and

WHEREAS, the Petroleum Operations Proclamation No. ____ / 1986 provides that a Petroleum Agreement may be entered into between the Government and any person;

NOW, THEREFORE, the Government hereby grants to the Contractor in consideration of the payments, covenants and agreements contained herein on the part of the Contractor, the sole right to explore, develop and produce Petroleum in the Contract Area and to exercise other rights granted by this Agreement, and, further in consideration of the undertakings and covenants contained herein, the Parties agree as follows:

SECTION I: SCOPE AND DEFINITIONS

1.1. Scope

This Agreement is a production sharing agreement and it shall cover Petroleum Operations in the Contract Area. The Contract Area is described and delineated in Appendix II hereto and is periodically adjusted in accordance with the provisions of this Agreement. During the term of this Agreement all Petroleum production resulting from the conduct of Petroleum Operations shall be divided between the Parties in accordance with the provisions of Sections VI through XIII hereof.

1.2. Definitions

In this Agreement, unless the context clearly indicates otherwise, words in the singular include the plural, the plural indicates the singular, and words that are not defined herein, but that are defined in the Petroleum Proclamation, shall have the meanings set forth in that law.

- 1.2.1. "Accounting Procedures" means the accounting procedures and reporting requirements set forth in Appendix I hereto.
- 1.2.2. "Affiliate" of any specified person means any person directly or indirectly controlling or controlled by or under direct or indirect common control of another person. For the purposes of this definition, "control" means the power to direct, administer, or dictate the management and policies of such person or the ownership of fifty per cent (50 %) or more of voting rights in such person; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.
- 1.2.3. "Appraisal Area" means the area within the Contract Area subject to an appraisal work programme and budget as set forth in Section 5.3.2.
- 1.2.4. "Associated Natural Gas" means Natural Gas which exists in a reservoir in solution with Crude Oil or, as gas-cap gas, in contact with Crude Oil, and is or could be produced with Crude Oil.
- 1.2.5. "Barrel" means a quantity consisting of 158.984 litres at standard atmospheric pressure of 1.01325 bar and temperature of fifteen degrees Celsius (15°C).
- 1.2.6. "Calendar Quarter" means a period of three (3) consecutive months beginning January 1, April 1, July 1, or October 1 and ending March 31, June 30, September 30 and December 31, respectively.

- 1.2.7. "Calendar Year" means a period of twelve (12) months commencing January 1 and ending the following December 31, according to the Gregorian Calendar.
- 1.2.8. "Commercial Discovery" means a discovery or an accumulation of discoveries of Petroleum that, in the judgment of the Contractor, can be demonstrated to be producible commercially based on consideration of all pertinent operating and financial data as set forth in Section 5.3.5.
- 1.2.9. "Contract Area" means the area described and delineated in Appendix II hereto as adjusted in accordance with the provisions of this Agreement regarding term, surrender and termination.
- 1.2.10. "Contractor" means the Contractor, its successors or any assignee or assignees of any interest of the Contractor.
- 1.2.11. "Crude Oil" means all hydrocarbons regardless of gravity which are produced at the wellhead in a liquid state at atmospheric pressure, asphalt and ozokerites and the liquid hydrocarbons known as distillate or condensate obtained from Natural Gas by condensation or extraction.
- 1.2.12. "Development Area" means an area within the Contract Area containing a Commercial Discovery as set forth in Section 5.4.3.
- 1.2.13. "Development and Production Period" means the period set forth in Sections 2.1 and 2.4.
- 1.2.14. "Effective Date" means the date this Agreement is signed by the Minister and the Contractor.
- 1.2.15. "Exploration Period" means the period set forth in Sections 2.1, 2.2 and 2.3.
- 1.2.16. "Minister" means the Minister of Mines and Energy or any successors in jurisdiction.
- 1.2.17. "Natural Gas" means hydrocarbons that are in a gaseous phase at atmospheric conditions of temperature and pressure including wet mineral gas, dry mineral gas, casing-head gas and residue gas remaining after the extraction or separation of liquid hydrocarbons from wet gas, and non-hydrocarbon gas produced in association with liquid or gaseous hydrocarbons.
- 1.2.18. "Non-associated Natural Gas" means Natural Gas other than Associated Natural Gas.

- 1.2.19. "Operating Agreement" means the agreement set forth in Section 6.1.
- 1.2.20. "Participating Interest" means the Government's interest in Petroleum Operations for a particular Development Area as set forth in Section 6.1.
- 1.2.21 "Petroleum Proclamation" means the "Petroleum Operations Proclamation No. ____ /1986".
- 1.2.22 "Petroleum" means Crude Oil and Natural Gas and excludes hydrocarbons produced from oil shales or tar sands.
- 1.2.23 "Petroleum Operations" means the operations authorized under this Agreement, related to the exploration, development, extraction, production, field separation, treatment (but excluding refining), storage, transportation of Petroleum up to the point of exportation or entry into a system for domestic consumption, and marketing of Petroleum, excluding refining of Crude Oil, but including the processing of Natural Gas.
- 1.2.24 "Petroleum Operations Costs" means the costs and expenses incurred by the Contractor for the purposes of conducting Petroleum Operations under this Agreement, as set forth in Appendix I hereto.
- 1.2.25 "State" means the State of Ethiopia.
- 1.2.26 "Subcontractor" means any person with whom the Contractor establishes a relationship for the provision of services required for performance under this Agreement.

SECTION II: TERM, SURRENDER AND TERMINATION

2.1 Term

- 2.1.1. This Agreement shall consist of an Exploration Period, and a Development and Production Period, both of which may run concurrently.
- 2.1.2. This Agreement shall remain in effect during the initial term of the Exploration Period and all extensions thereof and shall automatically terminate in its entirety at the end of the Exploration Period, except as to any Development Area.
- 2.1.3. After expiration of the Exploration Period, this Agreement shall remain in effect as to each Development Area during the Development and Production Period for the Development Area and shall automatically terminate with respect to each Development Area upon the expiration of the Development and Production Period for the relevant Development Area.

2.2. Exploration Period

- 2.2.1. The initial term of the Exploration Period provided by this Agreement shall be _____ (_____) years, commencing on the Effective Date hereof.
- 2.2.2. The Contractor shall begin Petroleum Operations within ninety (90) days after the Effective Date. Petroleum Operations shall be deemed to have begun when the Contractor has actually commenced the movement of personnel and equipment to Ethiopia for the purposes of conducting Petroleum Operations and, specifically, on the date of departure for a direct Ethiopia destination of plane or vessel transporting such personnel or equipment or both.
- 2.2.3. The Exploration Period shall have a first extension and a second extension, following the initial term, for successive terms of _____ (_____) years and _____ (_____) years, respectively, each upon the Contractor's application to the Minister at least sixty (60) days prior to the termination date of the current term of the Exploration Period, provided that the Contractor has fulfilled the exploration work and expenditure obligations set forth in Section 5.1 for the current term under this Agreement.

In order to enable the Contractor to complete drilling, logging, testing or plugging of any exploratory well which is actually being drilled, logged, tested or plugged at the end of the second extension of the Exploration Period, the Minister shall grant a further extension to such second extension for such a time as he determines may be reasonable, which in any event shall not extend the term of the second extension by more than six (6) months.

- 2.2.4. In order to expeditiously complete the evaluation of a discovery, the Minister shall extend the term of the Exploration Period for an additional _____ () months term beyond the second extension period for each area designated as an Appraisal Area upon the Contractor's submission to the Minister, at least sixty (60) days prior to the termination date of the second extension, of an appraisal work programme and budget under Section 5.3.2; provided, however, that the Contractor has fulfilled the exploration work and expenditure obligations set forth in Section 5.1 for the current term under this Agreement. Thereafter, if the Contractor shall determine that an Appraisal Area does not contain a Commercial Discovery and if no further extension is granted under Section 2.2.5, the Exploration Period for the relevant Appraisal Area shall terminate.
- 2.2.5. Upon justification by the Contractor and in addition to the extensions set forth above, the Minister may extend the term of the Exploration Period in respect to the Appraisal Area of a Natural Gas discovery for a period up to _____ () years for the purposes of further appraising and evaluating the Natural Gas discovery and establishing its economic viability as well as preparing a preliminary development scheme of a Natural Gas project.

2.3. Surrender during Exploration Period

- 2.3.1. At or prior to the end of the initial term of the Exploration Period the Contractor shall surrender at least _____ per cent () of the original Contract Area.
- 2.3.2. At or prior to the end of the first extension of the Exploration Period the Contractor shall surrender at least _____ per cent () of the original Contract Area.
- 2.3.3. When calculating the surrender obligation under Sections 2.3.1 and 2.3.2, each area then designated as a Development Area shall be deducted from the original Contract Area.

- 2.3.4. At or prior to the end of the second extension to the Exploration Period, the Contractor shall surrender the remainder of the original Contract Area which is not included within an Appraisal Area or Development Area.
- 2.3.5. The Contractor shall have the right to surrender at any time all or part of the Contract Area not designated as a Development Area, upon giving the Minister prior written notice.
- 2.3.6. The location and configuration of any area to be surrendered by the Contractor under this Section shall be submitted for approval to the Minister which approval shall not be unreasonably withheld, sixty (60) days prior to the date of each surrender and shall consist, as far as practicable, of reasonably contiguous area in order to facilitate further exploration.
- 2.3.7. No surrender shall reduce the minimum amount of Contractor's exploration work and expenditure obligations or the related bank guarantee in respect thereof as provided in Sections 5.1 and 5.2.
- 2.3.8. Any surrender under Section 2.3.5 shall be credited toward the Contractor's next surrender obligation under Sections 2.3.1 and 2.3.2.

2.4. Development and Production Period

- 2.4.1. The term of the Development and Production Period provided for by this Agreement in respect of a Commercial Discovery shall commence on the date of adoption of the development plan as set forth in Section 5.4.5 and shall continue until December 31 of the _____ (_____) Calendar Year.
- 2.4.2. If, at the expiration of the Development and Production Period for any Development Area, commercial production remains economically feasible, the Minister shall, at the Contractor's request, enter into good faith negotiations regarding an extension of the Development and Production Period.
- 2.4.3. If, subsequent to the designation of the area encompassing a Commercial Discovery as a Development Area, the extent of the area encompassing the Commercial Discovery is demonstrated to be different than that designated in the development plan under Section 5.4.5, the Development Area shall be adjusted

(f) if Petroleum Operations are interrupted for more than one hundred eight (180) days.

2.5.3. The period of notice with respect to a termination event under Section 2.5.2 (a) above shall be thirty (30) days, and with respect to any other termination event specified in Section 2.5.2 shall be ninety (90) days. If, however, the Contractor remedies the termination event within the period of the notice, the Minister shall withdraw the notice to the same effect as if the termination event had not occurred under this Agreement, unless a termination event of the same type has previously occurred under this Agreement, in which case the Minister may, but is not required to, withdraw the notice.

2.5.4. If a termination event specified in Section 2.5.2 is the result of Force Majeure as set forth in Section 16.3; then neither occurrence of the termination event nor the continuance of it unremedied shall result in termination of this Agreement for so long as such Force Majeure continues.

2.5.5. When this Agreement is terminated or expires, in whole or in part, the Contractor shall conclude Petroleum Operations in the area as to which this Agreement has terminated or expired in an orderly manner calculated to minimize harm or loss to the State or any person.

In the event of surrender of an Appraisal Area or a Development Area or termination of this Agreement, the Minister may require the Contractor to continue, for the account of the Government, Petroleum Operations for properties currently producing or capable of producing Petroleum until the right and responsibility for continuing such operations have been transferred to another person or the Government or an agency thereof but for a period not to exceed one hundred eighty (180) days after the date this Agreement would otherwise terminate with respect to all or any portion of the Contract Area concerned; provided, however, that the Government:

- (a) shall bear all costs, risks and expenses of Petroleum Operations during such take-over period to the extent this period extends beyond the date that this Agreement would otherwise terminate and shall be entitled during this same period to all the production and proceeds from the sale thereof;
- (b) shall reimburse the Contractor within thirty (30) days after the submission of an invoice specifying the costs and expenses of such operations during such take-over period, such invoices to be submitted no more than every thirty (30) days.

**SECTION III: GENERAL RIGHTS AND
OBLIGATIONS OF THE CONTRACTOR**

3.1. Rights of the Contractor

3.1.1. The Contractor shall:

- (a) have the sole and exclusive right to conduct Petroleum Operations in the Contract Area in accordance with the provisions of this Agreement;
- (b) have the right to enter upon the Contract Area and conduct Petroleum Operations there; but notwithstanding this provision and the provisions of Section 3.1.1(a):
 - (i) permission may be granted to other persons to explore for, develop and produce minerals in the Contract Area other than Petroleum, so long as the activities of such persons do not unreasonably interfere with Petroleum Operations; and
 - (ii) easements and rights of ways in the Contract Area of reasonable scope and duration may be granted to other persons for the benefit of land adjacent to the Contract Area;
- (c) subject to the approval of the Minister, which approval shall not be unreasonably withheld, have access over the Territory of Ethiopia for the purpose of constructing, laying, operating and maintaining both onshore and offshore pipelines, cables and any other facilities required for Petroleum Operations;
- (d) have the right, subject to approval of the Minister, to use water in the Contract Area for operational purposes, but the Contractor shall not deprive any land, domestic settlement or livestock watering place of the water supply to which they are accustomed;
- (e) have the right for the purposes of Petroleum Operations to use gravel, sand, clay and stone in the Contract Area subject to the limitations set forth in Section 3.1.1 (b); and

(f) have the right, subject to the approval of the concerned authorities, to install, operate and use telecommunication facilities.

3.1.2. The Contractor shall not carry on Petroleum Operations on any part of the land in the Contract Area designated for a public purpose but may have surface access over, on and through such land for the purpose of conducting Petroleum Operations to the extent such access does not interfere with the public purpose.

3.1.3. The Contractor shall have the right to sell, assign, transfer, convey or otherwise dispose of all or any part of the rights and interests under this Agreement to any Affiliate or other person with the prior written consent of the Minister, which consent shall not be unreasonably withheld.

3.2. Obligations in respect of the conduct of Petroleum Operations

3.2.1. The Contractor shall carry out the Petroleum Operations within the scope of this Agreement diligently and in accordance with generally accepted international petroleum industry practice. The Contractor and its employees shall perform no business activities in Ethiopia outside the scope of this Agreement without the prior written consent of the Minister.

3.2.2. Specifically, the Contractor shall in accordance with generally accepted international petroleum industry practice:

- (a) ensure that all machinery, plant, equipment and installations used in Petroleum Operations are of proper and accepted construction and are kept in good repair;
- (b) ensure that all exploratory wells with significant shows of Petroleum are properly tested;
- (c) use the resources of the Contract Area as productively as practicable, prevent damage to producing formations and ensure that Petroleum discovered, mud or any other fluids or substances do not escape or waste;
- (d) prevent damage to Petroleum and water bearing strata that are adjacent to a producing formation or formations and prevent water from entering any strata bearing Petroleum, except where water injection methods are used for secondary recovery operations or are intended otherwise in accordance with generally accepted international petroleum industry practice;

- (e) use its best efforts, including complying with the provisions of Section 9.1, to protect the State from loss of production by reason of production on adjacent areas under the control of authorities other than the State;
- (f) properly store Petroleum in receptacles constructed for that purpose, and not store Crude Oil in an earthen reservoir, except temporarily in an emergency; and
- (g) drain waste oil and salt water and place refuse into receptacles constructed for that purpose and situated at a safe distance from any tank, well, storage or other facility and dispose of waste oil, salt water and refuse in accordance with generally accepted international petroleum industry practice, avoiding pollution.

3.2.3. In conducting offshore operations, the Contractor shall ensure that works and installations erected shall be:

- (a) constructed, placed, marked, buoyed, equipped and maintained so that there are safe and convenient channels for shipping;
- (b) fitted with navigational aids approved by the appropriate Government authority;
- (c) illuminated between sunset and sunrise in a manner approved by the appropriate Government authority; and
- (d) kept in good repair and working order.

3.2.4. Prior to commencing the drilling of any well covered by this Agreement or reentering any well on which work has been discontinued for more than six (6) months, the Contractor shall give the Minister thirty (30) days written notice explaining the justification for such drilling and submit a drilling program with a well location report. The Minister may, in his discretion, waive this thirty (30) day notice requirement.

- 3.2.5. The Contractor shall be entitled to employ any person qualified in the judgment of the Contractor to undertake Petroleum Operations on the Contractor's behalf.

Any Subcontractor retained by the Contractor shall have the necessary professional experience to perform the task to be assigned and the Contractor shall ascertain that any Subcontractor shall abide by all applicable laws and regulations of Ethiopia and the relevant provisions of this Agreement. The Contractor shall notify the Minister in writing of the name and address of any Subcontractor retained within thirty (30) days of such retention.

The employees of the Contractor and any Subcontractor shall abide by the applicable laws of Ethiopia and shall respect local customs in the country.

3.3. Abandonment and disposal of assets

- 3.3.1. The Contractor shall not, except where there is danger to the safety and health of human life or a risk of significant damage to the environment or a risk of significant economic loss, abandon a well or withdraw casing, tubing or down-hole pumps or other down-hole equipment therefrom or remove surface equipment used or useful in production therefrom, if any, prior to giving the Minister (a) thirty (30) days written notice of such action with respect to a well that is or has been producing within a Development Area and (b) seventy-two (72) hours written notice of such action with respect to any other well.
- 3.3.2. The Contractor shall securely plug and clearly mark any well that it abandons in accordance with generally accepted international petroleum industry practice to prevent pollution, sub-sea damage or damage to underground strata through the entry of water or otherwise.
- 3.3.3. The Contractor shall state in its notice of abandonment of a well whether the well is capable of providing a fresh water supply and if required by the Minister, the Contractor shall complete such well and render it operational for producing water at its own cost and expense.
- 3.3.4. Where the Contractor applies to abandon an exploratory well in which Petroleum of potentially commercial significance has not been found, the Minister may request the Contractor to deepen, sidetrack or test that well subject to the following provisions:
- (a) any such additional Petroleum Operations shall be at the sole cost, risk and expense of the Government, and the Government shall advance to the Contractor the funds necessary to conduct the drilling operations;

- (b) the Contractor shall not be obligated to undertake such additional work if it will materially interfere with the conduct of the Contractor's Petroleum Operations or if it is not technically or operationally feasible; and
- (c) the Government shall keep the Contractor informed about such additional work and in the event that the operations undertaken under this Section 3.3.4 result in a discovery which the Contractor elects to evaluate and/or develop as a Commercial Discovery, the Contractor shall reimburse the Government _____ per cent (____ %) of the costs and expenses incurred by the Government for the conduct of the operations and such sum shall be paid within thirty (30) days of such election made by the Contractor. If the Contractor does not make such election, the Government may require the Contractor to surrender all its rights over such discovery.

3.3.5. The Contractor shall within sixty (60) days after termination or expiration of this Agreement or the surrender of part of the Contract Area, or the expiration of the take-over period in Section 2.5.5, if later, deliver to the Minister in good repair and working order, each well within the area covered by the termination, expiration, or surrender, then producing or capable of producing Petroleum, together with all casing, tubing and surface or sub-surface equipment used or useful in the conduct of producing operations, unless the Minister requires the Contractor to plug the well.

3.3.6. In the case of termination or expiration of this Agreement or the surrender of an area within the Contract Area pursuant to the terms hereof, if the area, or part thereof, subject to the termination, expiry or surrender has been determined to be capable of production or is currently producing or has previously produced Petroleum commercially, the Contractor shall transfer at no cost to the Government the plants, appliances and installations in the area subject to the termination, expiry or surrender. The Minister may decline the transfer and the Minister may require the Contractor to remove all or some of the plants, appliances and installations at no cost to the Government.

3.4. Records and reports of Petroleum Operations

3.4.1. The Contractor shall record, in an original or reproducible form of good quality and on tapes where relevant, all geological and geophysical information and data relating to the Contract Area obtained by the Contractor in the course of conducting Petroleum

Operations thereon and shall deliver a copy of all such information and data, including the interpretations thereof and logs and records of wells, to the Minister as soon as practicable after the same has come into the possession of the Contractor.

- 3.4.2. The Contractor shall keep logs and records of the drilling, deepening, plugging or abandonment of wells consistent with generally accepted international petroleum industry practice and containing particulars of:
- (a) the sub-surface strata through which the well was drilled;
 - (b) the casing, tubing and down-hole equipment run in the well and modifications and alterations thereof;
 - (c) Petroleum, water and workable minerals encountered; and
 - (d) any other information reasonably required by the Minister.
- 3.4.3. The information required by Section 3.4.2 shall be submitted to the Minister in the form of well completion reports as soon as practicable.
- 3.4.4. The Contractor may remove, for the purpose of laboratory examination or analysis, petrological specimens or samples of Petroleum found in the Contract Area and characteristic samples of the strata or water encountered in a well and, as soon as practicable, shall give the Minister, without charge, a representative part of each specimen and sample removed.
- 3.4.5. The Contractor shall supply to the Minister:
- (a) daily reports on drilling operations and weekly reports on geophysical operations;
 - (b) within fifteen (15) days after the end of each Calendar Quarter, a report on the progress of Petroleum Operations during the preceding Calendar Quarter covering:
 - (i) a detailed description of the Petroleum Operations carried out and the factual information obtained;
 - (ii) a description of the area in which the Contractor has operated;
 - (iii) an account of the expenditure on Petroleum Operations in accordance with the Accounting Procedures set forth in Appendix I; and

(iv) a map indicating the location of all wells and other Petroleum Operations;

(c) within three (3) months of the end of each Calendar Year, an annual report covering the matters specified in paragraph (b) for the preceding Calendar Year.

3.4.6. The Contractor shall submit copies of all contracts or agreements with Subcontractors as soon as practicable after execution of such contracts or agreements.

3.4.7. The Contractor shall supply any further information concerning the Petroleum Operations that the Minister may reasonably require.

3.5. Joint liability and indemnity

3.5.1. At any time where the Contractor consists of more than one person, their liability shall be joint and several.

The Contractor shall supply to the Minister a copy of the joint operating agreement between those persons as soon as it is available.

3.5.2. The Contractor shall obtain and maintain for the Petroleum Operations insurance of the type and for such reasonable amounts and coverage as may be approved by the Minister. The said insurance shall, inter alia, cover loss or damage to all installations and equipment used in Petroleum Operations, pollution, property insurance and third partly liability insurance.

3.5.3. The Contractor shall indemnify, defend and save the State harmless against all claims, losses and damage of any nature whatsoever, including without limitation, claims for loss or damage to property, or death of or injury to persons caused by, or resulting from, any operation conducted by or on behalf of the Contractor under the terms of this Agreement.

3.6. Local employment, training and preference

3.6.1. The Contractor and the Subcontractors shall give preference to the employment of Ethiopian nationals in all Petroleum Operations to the fullest extent possible, provided such nationals have the required qualifications and experience.

- 3.6.2. The Contractor shall establish a training and employment programme, approved by the Minister, for Ethiopian nationals and shall contribute a minimum of _____ (_____) United States dollars per year during the Exploration Period, increased to a minimum of _____ (_____) United States dollars per year during the Development and Production Period, for the training of Ethiopian nationals as may be identified by the Minister.
- 3.6.3. The Contractor and the Subcontractors shall give preference to Ethiopian materials, products and services used in Petroleum Operations where those materials, products and services are of comparable quality and are readily available at competitive prices.
- 3.6.4. The Contractor shall submit a report on a regular basis detailing the employment of Ethiopian nationals and the utilization of Ethiopian materials, products and services in a form to be specified by the Minister. In addition, the Contractor shall, within thirty (30) days of employing, notify the Minister the name and the terms and conditions of employment of any Ethiopian national.

3.7. Environmental and safety measures

- 3.7.1. The Contractor shall conduct Petroleum Operations in a safe and proper manner in accordance with generally accepted international petroleum industry practice and shall cause as little damage as reasonably practicable to the general environment, including, inter alia, the surface, air, seas, lakes, rivers, marine life, animal life, plant life, crops, other natural resources and property, and shall forthwith repair any damage caused to the extent reparable, and shall pay reasonable compensation for all damage which is beyond repair.
- 3.7.2. In the event of a blow-out, accident or other emergency, the Contractor shall take immediate steps to bring the emergency situation under control and protect against loss of life and property and prevent harm to natural resources and the general environment.
- 3.7.3. The Minister may, if he reasonably determines that the Petroleum Operations may endanger persons or property, harm natural resources or the general environment, cause pollution, harm marine life, animal life or plant life, or interfere with navigation and fishing, order the Contractor to take reasonable remedial measures and order the Contractor to discontinue Petroleum Operations pending the implementation of those measures.

3.8. Registration and office

- 3.8.1. The Contractor shall register to do business with the appropriate Ethiopian authorities and shall establish and maintain an office in Ethiopia.
- 3.8.2. The Contractor shall notify the Minister, before Petroleum Operations begin, the name and address of the person resident in Ethiopia who will supervise the Petroleum Operations, and prior notice of any subsequent change shall be given to the Minister.

BARROWS
CONFIDENTIAL

**SECTION IV: GENERAL RIGHTS AND OBLIGATIONS
OF THE GOVERNMENT AND THE MINISTER**

4.1. Rights of the Government and the Minister

- 4.1.1. The Minister, or a person authorized by him in writing, may at all reasonable times inspect Petroleum Operations, and any records of the Contractor relating thereto, and the Contractor shall pay all reasonable expenses connected with such an inspection.
- 4.1.2. The Minister may require the Contractor to perform an obligation which the Contractor has failed to perform under this Agreement by giving reasonable written notice, and after failure to comply with that notice, may execute any necessary works for which the Contractor shall pay forthwith. The Minister may give notice to the Contractor to perform an obligation hereunder at any time, but not later than ninety (90) days after the termination or expiration of this Agreement or surrender of the part of the Contract Area to which the obligation relates. Failure of the Minister to provide notice to the Contractor under this provision shall not constitute a waiver of any other rights the Minister may have under this Agreement in connection with the performance of any obligation of the Contractor.

4.2. Obligations of the Government and the Minister

- 4.2.1. The Government shall not unreasonably refuse to grant or renew any visas, work and entry or exit permits necessary for personnel employed in the Petroleum Operations by the Contractor or its Subcontractors, and their dependants; nor shall the Government unreasonably refuse to grant any necessary rights of way and easements as may be required by the Contractor or its Subcontractors.
- 4.2.2. The Minister shall use his best efforts to assist and expedite the execution of Petroleum Operations carried on hereunder by rendering all necessary assistance in obtaining visas, work or other permits, authorizations, import or other licences, and rights of way and easements as may be necessary.

SECTION V: WORK AND EXPENDITURE

OBLIGATIONS AND BUDGETS

5.1. Exploration

5.1.1. The Contractor shall carry out the following work obligations and make the following exploration expenditure during the initial term of the Exploration Period:

- (a) geological and geophysical operations, including _____ (_____) kilometers of seismic surveys with minimum expenditure of _____ (_____) United States dollars for such seismic operations; and
- (b) drill _____ (_____) exploratory well(s) to a minimum depth of _____ (_____) meters per well with minimum drilling expenditure of _____ (_____) United States dollars for each such well.

5.1.2. The Contractor shall carry out the following work obligations and make the following exploration expenditures during the first extension to the Exploration Period:

- (a) geological and geophysical operations, including _____ (_____) kilometers of seismic surveys with minimum expenditure of _____ (_____) United States dollars for such seismic operations; and
- (b) drill _____ (_____) exploratory well(s) to a minimum depth of _____ (_____) meters per well with minimum drilling expenditure of _____ (_____) United States dollars for each such well.

5.1.3. The Contractor shall carry out the following work obligations and make the following exploration expenditures during the second extension to the Exploration Period:

- (a) geological and geophysical operations, including _____ (_____) kilometers of seismic surveys with minimum expenditure of _____ (_____) United States dollars for such seismic operations; and
- (b) drill _____ (_____) exploratory well(s) to a minimum depth of _____ (_____) meters per well with minimum drilling expenditure of _____ (_____) United States dollars for each such well.

5.1.4. The required minimum expenditure obligations set forth in Sections 5.1.1, 5.1.2 and 5.1.3 are expressed in constant United States dollars of the month of the Effective Date and shall be adjusted annually on the anniversary of the Effective Date, so as to reflect the balance of Contractor's minimum expenditure obligations, as follows:

- (a) at the end of each year of the Exploration Period, the minimum expenditure obligations for the initial term of the Exploration Period, the first extension or second extension, whichever is applicable, shall be reduced in accordance with paragraph (b) below by the amount of expenditure actually made during that year on seismic and exploratory drilling work;
- (b) in determining the amount of expenditure actually made during a year on seismic and exploratory drilling work and only for the purposes of making the adjustment provided for in Sections 5.1.4(a) and 5.1.5, no amount of expenditure in excess of the amount specified for each specific work in Sections 5.1.1, 5.1.2 and 5.1.3 (as adjusted for inflation, in accordance with paragraph (c) below, between (i) the month of the Effective Date and (ii) the month in the prior year corresponding to the month of the Effective Date) shall be considered, unless otherwise agreed to in writing by the Minister;
- (c) at the end of each year of the Exploration Period, in order to determine the minimum expenditure obligations for the remaining years of the initial term of the Exploration Period, the first extension or second extension, whichever is applicable, the balance of the minimum expenditure obligations corresponding to such term at the end of the prior year, as reduced for expenditure under the provisions of Section 5.1.4 (a), shall be adjusted by multiplying that amount by the number which is the sum of one (1) and the decimal equivalent of the percentage change in the monthly index of U.S. Consumer Prices, seasonally adjusted, as reported in the "International Financial Statistics" of the International Monetary Fund between (i) the month in the year of the adjustment corresponding to the month of the Effective Date and (ii) the month in the prior year corresponding to the month of the Effective Date.

5.1.5. If, during the initial Exploration Period or the first extension thereof, the Contractor exceeds the expenditure obligations for such period, then such excess may be credited toward the expenditure obligations for the following extension or extensions of the Exploration Period.

- 5.1.6. The fulfilment of any work obligations shall not relieve the Contractor of the corresponding expenditure obligations; nor shall the fulfilment of any expenditure obligations relieve the Contractor of the corresponding work obligations. If the continuation of any drilling activity is precluded for justifiable technical reasons, prior to reaching the minimum depth herein specified, the Minister shall authorize the Contractor to terminate such activity and may deem the Contractor to have met the work obligation in respect of that well or may specify an appropriate and reasonable substitute work obligation.
- 5.1.7. The Contractor shall prepare and submit to the Minister for discussion, thirty (30) days after the Effective Date, the following:
- (a) a general statement of exploration work and budget for each year of the Exploration Period; and
 - (b) a detailed statement of the exploration work programme and budget for the first year of the initial term of the Exploration Period.
- 5.1.8. The Contractor shall prepare and submit to the Minister for discussion, ninety (90) days before the end of each year in the Exploration Period, the following:
- (a) revisions, if any, to the general statement of exploration work and budget for the remaining years of the Exploration Period; and
 - (b) a detailed statement of the exploration work programme and budget for the next year in the Exploration Period.
- 5.1.9. The Contractor may make changes to the detailed statement of exploration work programme and budget therefor for any year of the Exploration Period, if those changes do not materially affect the original objectives of the statement. The Contractor shall notify the Minister of such changes as soon as practicable.

5.2. Bank guarantee

- 5.2.1. The Contractor shall provide to the Minister at the commencement of the initial term of the Exploration Period and each extension thereof, a bank guarantee for the minimum expenditure obligations set forth herein as adjusted under Sections 5.1.4 and 5.1.5, from an institution and in a form acceptable to the Minister, and in an amount which shall correspond to expenditure obligations for the applicable term of the Exploration Period.

5.2.2. If, at the end of the initial term of the Exploration Period, any extension thereof or upon the date of expiration or termination of this Agreement, the Contractor has not made the minimum work obligations and/or the expenditure obligations required during the initial term of the Exploration Period or any applicable extension thereof, the Contractor or its guarantor shall immediately pay the amount corresponding to the unexpended obligations to the Government. If, however, as provided in Section 5.1.5, during the initial term of the Exploration Period or the first extension thereof, the Contractor exceeds its expenditure obligations for such period, the excess shall be credited toward the expenditure obligations for the following extension or extensions of the Exploration Period and the amount of the required guarantee shall be correspondingly reduced.

5.2.3. The amount of any bank guarantee for the initial term of the Exploration Period or any extension thereof shall be adjusted annually to reflect the amount of the expenditure actually made on seismic and exploratory drilling work and the inflation adjustment, all as determined under the provisions of Sections 5.1.4 and 5.1.5.

5.3. Discovery and appraisal

5.3.1. The Contractor shall notify the Minister as soon as practicable, but in no event later than (48) hours, after the discovery of Petroleum within the Contract Area. This notice shall include all available details of the discovery and particulars on any testing programme to be undertaken in order to allow the Minister to send a representative during testing operations.

5.3.2. Within ninety (90) days after the date of the notice of the discovery under Section 5.3.1, if the Contractor considers that a discovery merits appraisal, the Contractor shall submit to the Minister a detailed appraisal work programme and budget to evaluate as expeditiously as possible whether the discovery is a Commercial Discovery.

This work programme shall include an indication of the location, nature and size of the discovery, with a designation of the area to be included in the evaluation, which area shall be designated as an Appraisal Area. The appraisal work programme shall also include all drilling, testing and evaluation to be conducted in the Appraisal Area and the preparation of all technical and economic studies related to recovery, treatment and transportation of Petroleum

from the Appraisal Area. The duration of this appraisal work programme shall not exceed _____ () months unless otherwise agreed in writing by the Minister and, in any event, it shall not exceed the remaining term of the Exploration Period as provided in Section 2.2 of this Agreement. Performance of the obligations under an appraisal work programme and budget shall not satisfy all or any part of the exploration work and expenditure obligations for the Exploration Period set forth in Section 5.1, as those obligations are separate and independent.

- 5.3.3. If the Minister does not request in writing any changes to the appraisal work programme and budget for any Appraisal Area within thirty (30) days after receipt thereof, the programme shall be deemed approved and adopted by the Minister.

If the Minister requests any changes to the appraisal work programme and budget for any Appraisal Area, then the Contractor and the Minister shall meet within fifteen (15) days after the Minister's written notification as to these requested changes to agree on an appraisal work programme and budget. The work programme and budget shall be approved and adopted by the Minister after such agreement has been reached, and, in any event, shall be deemed approved and adopted by the Minister thirty (30) days after written notification of the requested changes.

- 5.3.4. After adoption of the appraisal work programme and budget, the Contractor shall diligently continue to evaluate the discovery without undue interruptions until the Contractor determines whether the discovery is a Commercial Discovery.

Within thirty (30) days after the evaluation is completed, but in any event prior to the expiration of the Exploration Period, the Contractor shall notify and report to the Minister whether the Appraisal Area or any part thereof contains a Commercial Discovery. Such report shall include all relevant technical and economic data relating thereto.

- 5.3.5. For the purposes of this Section, the Contractor shall make a determination as to whether a discovery is a Commercial Discovery on the basis of whether that discovery can be produced commercially after consideration of all pertinent operating and financial data collected during the performance of the appraisal work programme and otherwise, including but not limited to Crude Oil or Natural Gas recoverable reserves, sustainable production levels and other relevant technical and economic factors, according to generally accepted international petroleum industry practice.

5.4. Development and production

- 5.4.1. If the Contractor reports that the discovery for any Appraisal Area is a Commercial Discovery under Sections 5.3.4 and 5.3.5, a development plan shall be prepared and submitted to the Minister within six (6) months after the completion of the appraisal work programme.
- 5.4.2. The development plan shall be prepared on the basis of sound engineering and economic principles in accordance with generally accepted international petroleum industry practice, shall ensure that the Petroleum deposits do not suffer an excessive rate of decline of production or an excessive loss of reservoir pressure and shall adopt the optimum economic well spacing appropriate for the development of those Petroleum deposits.
- 5.4.3. The development plan shall contain:
- (a) details and the extent of the proposed development area relating to the Commercial Discovery, which area shall correspond as closely as possible to the geographical extension of the Commercial Discovery in the Contract Area, and shall be designated as the Development Area for the Commercial Discovery concerned;
 - (b) proposals relating to the spacing, drilling and completion of wells, the production and storage installations, and transportation and delivery facilities required for the production, storage and transportation of Petroleum;
 - (c) proposals relating to necessary infrastructure investments, training and employment of Ethiopian nationals, and plans to maximize the use of Ethiopian materials, products and services in accordance with Section 3.6 herein;
 - (d) a production forecast and a detailed estimate of the investment and expenses involved; and
 - (e) an estimate of the time required to complete each phase of the development plan.
- 5.4.4. The Minister may require the Contractor to provide within a specified time period such further information as the Minister may reasonably need to evaluate the development plan for any Development Area.

The Minister may also request that the Contractor makes such revisions to the development plan as are reasonable to contribute to the efficient development of Ethiopian infrastructure and to assist other national needs, without impairing the economic viability of the development of the Development Area.

- 5.4.5. If the Minister does not request in writing any changes to the development plan within ninety (90) days after receipt thereof, the plan shall be deemed approved and adopted by the Minister.

If the Minister requests any changes to the development plan, then the Contractor and Minister shall meet within fifteen (15) days of the Minister's written notification as to these requested changes to agree on a development plan. The plan shall be approved and adopted by the Minister after such agreement has been reached and, in any event, shall be deemed approved and adopted by the Minister sixty (60) days after written notification of the requested changes.

- 5.4.6. After the development plan has been adopted by the Minister, the Contractor shall submit to the Minister for discussion ninety (90) days before the end of each Calendar Year in the Development and Production Period a detailed statement of the development work programme and budget therefor for the following year; provided, however, that a detailed statement of the development work programme and the budget therefor for the first full Calendar Year of the Development and Production Period and the portion of the year preceding the first full Calendar Year, shall be submitted within ninety (90) days after the date of adoption by the Minister of the development plan under Section 5.4.5.

Each such annual detailed statement of the development work programme and budget therefor shall be consistent with the development plan adopted by the Minister under Section 5.4.5.

- 5.4.7. The Contractor may submit, during the term of the Development and Production Period, revisions to any development plan. These revisions shall be consistent with the provisions of Section 5.4.2 and shall be subject to the approval procedure set forth in Sections 5.4.5.
- 5.4.8. The Contractor shall commence development work no later than six (6) months after the date of adoption of the development plan under Section 5.4.5.
- 5.4.9. Where the Minister and the Contractor agree that a mutual economic benefit can be achieved by constructing and operating common facilities (including, but not limited to, roads, pipelines and other transportation, communication and storage facilities), the Contractor shall use its best efforts to reach agreement with other producers on the construction and operation of such common facilities.

Other producers may use the facilities of the Contractor where

there exists excess capacity and on payment of a reasonable compensation which includes a reasonable return on investment to the Contractor and provided such use does not materially interfere with the Contractor's Petroleum Operations.

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SECTION VI: GOVERNMENT PARTICIPATION

6.1. Government participation

- 6.1.1. The Government may participate in the Petroleum Operations in any Development Area and acquire a Participating Interest not to exceed _____ per cent (_____) therein. The Government may acquire such interest either directly or through a specialized Government entity.
- 6.1.2. The Government shall notify the Contractor in writing of its decision to participate within one hundred twenty (120) days after the date of adoption by the Minister of the development plan under Section 5.4.5 for the particular Development Area concerned. The notice shall specify the percentage interest to be acquired by the Government and the identity of the Government entity that will hold the interest if other than the Government itself.
- 6.1.3. If the Government elects to participate with respect to any particular Development Area, then:
- (a) the Government's participation shall be effective from the date of adoption of the development plan under Section 5.4.5 for the particular Development Area concerned;
 - (b) the Government or the Government entity, whichever is specified, and the Contractor shall within _____ (_____) months after the Government participation is effective enter into an Operating Agreement in a mutually acceptable form consistent with generally accepted international petroleum industry practice and this Operating Agreement shall not create or be considered as a partnership or any other similar entity;
 - (c) the Government shall, within thirty (30) days after the end of the Calendar Quarter in which it elected to participate, reimburse the Contractor, without interest, for the Government pro-rata share of expenditure incurred by the Contractor in conducting Petroleum Operations in the Development Area concerned from the date of adoption of the development plan under Section 5.4.5 to the date of payment;

- (d) the person acting as operator shall remain as operator of the Development Area in accordance with the rights, authorities and obligations of the operator under the Operating Agreement;
- (e) the Government, as a party under the Operating Agreement, shall in respect of the Development Area concerned:
 - (i) have the right to vote in proportion to its Participating Interest on all decisions made under an Operating Agreement which permit a vote by a party;
 - (ii) separately take and dispose of its Participating Interest share of all Petroleum produced and saved;
 - (iii) pay its proportionate part of the expenditure incurred in conducting Petroleum Operations in accordance with the Operating Agreement and accounting procedures attached thereto;
 - (iv) own a Participating Interest share in all materials and equipment acquired for use under the Operating Agreement; and
 - (v) have the right in common with all other parties to carry out sole risk operations in accordance with the provisions of the Operating Agreement; and
- (f) the Government may, upon reasonable written notice, require the Contractor to lend to the Government up to _____ per cent (____ %) of the funds required to pay the Government's pro-rata share of expenditure. The loan shall bear interest at _____ per cent. The Government shall make repayments of the loan on a quarterly basis in an amount equal to _____ per cent (____) of the difference between the gross receipts attributable to the Government's Participating Interest in the Development Area and the costs and expenses, including royalty but excluding income taxes, attributable to the Government's Participating Interest in the Development Area for Petroleum Operations. Repayments of the loan shall be applied first to accrued and unpaid interest and the balance shall be applied in reduction of the outstanding principal balance.

**SECTION VII: COST RECOVERY
AND PRODUCTION SHARING**

7.1. Cost recovery

7.1.1 The Contractor shall be entitled to recover its Petroleum Operations Costs from Crude Oil produced within the Contract Area and that is not used in Petroleum Operations, to the extent permitted by the provisions of this Section 7.1 and Appendix I.

7.1.2 The Contractor shall retain and dispose, in each Calendar Year, of that volume of Crude Oil (hereinafter referred to as "Cost Oil") the value of which is equal to the recoverable Petroleum Operations Costs for that Calendar Year, limited to an amount not exceeding the maximum share of production determined according to the following incremental scale:

Average daily production from the Contract Area	Maximum share of average daily production available for cost recovery
First 20,000 Barrels/day	___ %
Next 30,000 Barrels/day	___ %
Any volume over first 50,000 Barrels/day	___ %

7.1.3. To the extent that the recoverable Petroleum Operations Costs for any Calendar Year exceed the value of the maximum amount of Crude Oil available under Section 7.1.2, the excess shall be carried forward for recovery in the next succeeding Calendar Year or Calendar Years.

7.1.4. For the purpose of valuation of Cost Oil, the provisions of Section 12.1 shall apply.

7.2. Production sharing

7.2.1. The balance of Crude Oil remaining in any Calendar Year after deduction of the royalty payments under Section 11.2 and after recoverable Petroleum Operations Costs have been satisfied to the extent and in the manner aforesaid in Section 7.1, shall be referred to as "Profit Oil" and shall be shared, taken and disposed of between the Government and the Contractor as follows:

Increments of Profit Oil	Government's share	Contractor's share
First 20,000 Barrels/day	____ %	____ %
Next 20,000 Barrels/day	____ %	____ %
Next 30,000 Barrels/day	____ %	____ %
Next 30,000 Barrels/day	____ %	____ %
Any volume over first 100,000 Barrels/day	____ %	____ %

7.2.2. For the purpose of this Section, Cost Oil and Profit Oil calculations shall be done for each Calendar Quarter on an accumulative basis. To the extent that actual quantities, prices and expenses are not known on the date of said calculations, provisional estimates shall be made based on the annual development work programme and budget submitted to the Minister under Section 5.4.6. Within thirty (30) days of the end of each Calendar Quarter, adjustments shall be made based on actual quantities, prices and expenses in relation to such Quarter.

Within sixty (60) days of the end of each Calendar Year, a final calculation of Cost Oil and Profit Oil based on actual data pertaining to that Year shall be prepared and any necessary adjustments shall be made.

7.2.3. The Government may elect to take in kind all or any part of the total Government's share of Profit Oil under this Section 7.2 or direct the Contractor to lift and market all or any part of such Crude Oil, all in accordance with the provisions of Section 8.2.

7.2.4. If the Government elects not to take and receive in kind all or part of the Government's share of Profit Oil, the Contractor shall make payment to the Government for the Government's share of Profit Oil not taken in kind within thirty (30) days after the end of each month.

SECTION VIII: PRODUCTION RATE AND MARKETING

8.1. Production rate

- 8.1.1. The Contractor shall produce Petroleum at the maximum economic efficient rate having consideration for generally accepted international petroleum industry practice and international standards for the conservation of Petroleum resources. The Contractor shall submit ninety (90) days before the start of each Calendar Year an estimated production schedule for each Development Area.
- 8.1.2. The Contractor shall submit Petroleum production reports on a regular basis and in a form to be designated by the Minister.

8.2. Marketing

- 8.2.1. The Contractor, if so directed by the Government, shall be obligated to market all or any part of the Petroleum produced and saved from the Contract Area subject to the provisions of this Agreement.
- 8.2.2. Except to the extent the provisions of Section 6.1 with respect to Government participation or Section 10.1 with respect to domestic consumption are applicable, or to the extent the Minister elects to take in kind all or any part of the royalty production under Section 11.2 or the Government's share of Profit Oil under Section 7.2, the Contractor shall be entitled to take and receive and freely export Petroleum produced under this Agreement.
- 8.2.3. Title to Petroleum produced to which the Contractor is entitled under this Agreement shall pass to the Contractor at the wellhead.
- 8.2.4. One hundred and eighty (180) days prior to the estimated date of commencement of regular production from the first Development Area, the Minister shall notify the Contractor in writing whether it elects to take in kind all or any part of the royalty production under Section 11.2 or the Government's share of Profit Oil under Section 7.2.

This election shall be effective until the Minister elects in writing to change its election with respect to taking in kind all or any part of the royalty production or the Government's share of Profit Oil in which case the new election shall be effective one hundred eighty (180) days after the date the Minister gives written notice of such election; provided, however, that such election shall not interfere with the proper performance of any sales agreement for Crude Oil produced within the Contract Area that the Contractor has executed prior to the notice of such election.

Failure by the Minister to give timely notice of its original election shall be conclusively deemed to evidence the Minister's election not to take in kind all or any part of the royalty production or the Government's share of Profit Oil. Any sale by the Contractor of the royalty production or the Government's share of Profit Oil shall not be for a term of more than twelve (12) months without the written consent of the Minister.

- 8.2.5. The Minister shall take, at the agreed upon point of exportation or entry into a system for domestic consumption, regular delivery at reasonable intervals during the period of its election to take Crude Oil in kind as provided in Section 8.2.4.

At a reasonable time prior to the date of commencement of regular production from a Development Area, the Parties shall agree on procedures covering the scheduling, storage and lifting of produced Crude Oil from the agreed upon point of exportation or entry into a system for domestic consumption.

- 8.2.6. If the Minister elects not to take and receive in kind all or any part of the royalty production or the Government's share of Profit Oil, then the Minister may direct the Contractor to market or itself buy such production, whichever the Contractor shall elect to do, and the price paid to the Government for such production shall not be less than the value for that Petroleum determined in accordance with Section 12.1. In such event, the Contractor shall pay the royalty and Government's share of Profit Oil in accordance with the provisions of Sections 7.2, 11.2 and 14.1.2.

SECTION IX: UNITIZATION

9.1. Unitization

- 9.1.1. If commercially producible deposits extend beyond the Contract Area into other parts of the Territory of Ethiopia in which other persons have contracts for the exploration and production of Petroleum, or in which another contract has been granted to the Contractor, the Minister may require that the Contractor develop and produce Petroleum therefrom in co-operation with such other contractors. The Minister may require the Contractor to adopt similar arrangement for other areas within the Contract Area where those areas, if developed and produced in connection with Petroleum deposits in any adjacent areas, would be commercially producible.
- 9.1.2. If the Minister so requires, the Contractor shall co-operate with other contractors in preparing a proposal for joint development and production of such Petroleum deposits. This proposal shall be submitted for approval of the Minister within six (6) months after the Contractor's receipt of the Minister's notification, which approval shall not be unreasonably withheld.
- 9.1.3. If the proposal is not submitted within the period so stated or if the Minister does not approve that proposal, the Minister may prepare or cause to be prepared in accordance with the generally accepted international petroleum industry practice and at the cost of the Contractor and the other contractors involved, a plan for joint development and production.
- If the Minister adopts such a plan, the Contractor shall comply with all the conditions contained therein, provided that those conditions do not reduce the economic benefit to the Contractor under this Agreement.
- 9.1.4. The provisions of Sections 9.1.1, 9.1.2 and 9.1.3 shall be applicable to deposits of Petroleum within the Contract Area that extend to areas outside the boundaries of the State; provided, however, that in these cases the Minister shall be empowered to impose the special rules and conditions which may be necessary to comply with the general principles of international law and satisfy obligations under an agreement with an adjacent state with respect to the production of such Petroleum deposits.

SECTION X: DOMESTIC CONSUMPTION

10.1. Domestic consumption

- 10.1.1. The Minister may require the Contractor by written notice given one hundred eighty (180) days in advance to supply Crude Oil to the State to meet the State's domestic consumption needs. Such Crude Oil shall be supplied from the Crude Oil to which the Contractor is otherwise entitled under this Agreement.
- 10.1.2. The maximum amount of Crude Oil that the Contractor shall be obligated to supply to the State to meet its domestic consumption needs under Section 10.1.1 shall be equal to the difference between:
- (a) the total domestic consumption needs multiplied by a fraction the numerator of which is the total Crude Oil production from the Contract Area and the denominator is the total Crude Oil production in the Territory of Ethiopia; and
 - (b) the amount of Crude Oil from the Contract Area to which the Government is entitled under this Agreement, including royalties in kind, Government participation production and Government's share of Profit Oil.

Such determination shall be made on a quarterly basis.

- 10.1.3. If the Contractor supplies Crude Oil for domestic consumption, the price paid to the Contractor shall be calculated in accordance with Section 12.1 and paid in United States dollars or any other currencies mutually agreed.
- 10.1.4. The Contractor may comply with Section 10.1.1, upon the written consent of the Minister, by importing Crude Oil and exporting the same amount, with adjustments to be made in price and volume to reflect transportation costs, differences in quality, gravity and the terms of the sale.

**SECTION XI: BONUSES, RENTALS, ROYALTIES
AND PAYMENTS**

11.1 Annual rentals

11.1.1. The Contractor shall pay to the Minister during the term of the Exploration Period the following annual rentals for all unsurrendered parts of the Contract Area that have not been designated as a Development Area:

- (a) during the initial term of Exploration Period _____ (_____) United States dollars per square kilometer;
- (b) during the first extension to the Exploration Period _____ (_____) United States dollars per square kilometer;
- (c) during the second extension to the Exploration Period _____ (_____) United States dollars per square kilometer; and
- (d) during any other extension to the Exploration Period _____ (_____) United States dollars per square kilometer.

11.1.2. The Contractor shall pay to the Minister during the term of the Development and Production Period an annual rental of _____ (_____) United States dollars per square kilometer for each part of the Contract Area that is designated as a Development Area .

11.1.3. The first annual rental payment shall be made within thirty (30) days after the Effective Date of this Agreement. All subsequent annual rental payments shall be made within thirty (30) days after the anniversary of the Effective Date and shall be calculated on the basis of the length of time during the year that any part of the Contract Area was being held by the Exploration Period or the Development and Production Period. If during any year a change occurs with regard to the Contract Area that results in an increase in the annual rental payment due, the payment for the following year shall be adjusted to compensate for the difference.

11.2. Royalties

11.2.1. The Contractor shall pay, within ten (10) days after the end of each calendar month, to the Minister a royalty at a rate depending on the total daily production in a Development Area of all Crude Oil and Natural Gas produced and saved and not used in Petroleum Operations, and determined according to the following incremental scale:

Average Crude Oil production from a Development Area

	Royalty
First 10,000 Barrels/day	_____ %
Between 10,000 and 20,000 Barrels/day	_____ %
Greater than 20,000 Barrels/day	_____ %

Average Natural Gas production from a Development Area

	Royalty
First 50 million cubic feet/day	_____ %
Between 50 and 100 million cubic feet/day	_____ %
Greater than 100 million cubic feet/day	_____ %

11.2.2. The Minister may elect to take all or any part of the royalty in kind from any Development Area in accordance with the provisions of Section 8.2. and, unless the Minister elects to take royalty in kind as provided in this Section, the royalty shall be paid in cash.

11.2.3. The royalty taken in cash shall be valued, at the agreed upon point of exportation or entry into a system for domestic consumption, in accordance with the appropriate provisions of Section 12.1.

11.2.4. The title to the royalty production not taken in kind shall pass to the Contractor at the wellhead.

11.3. Production bonuses

11.3.1. The Contractor shall pay to the Minister the following sums when production of Crude Oil from the Contract Area attains the following levels for the specified periods of time:

(a) _____ () United States dollars after daily production averages _____ () barrels per day for a period of _____ () consecutive days; and

(b) _____ () United States dollars after daily production averages _____ () barrels per day for a period of _____ () consecutive days.

11.3.2. The payment under Section 11.3.1 shall be made within thirty (30) days after the last day of the applicable _____ () day period.

SECTION XII: VALUATION AND MEASUREMENT

12.1. Valuation

12.1.1. The value of Crude Oil for all purposes shall be:

- (a) if the Crude Oil is sold by the Contractor to third parties in arm's length transactions, the net realized price (i.e., after deducting commissions and brokerages) for that sale, at the F.O.B. point of exportation or the point of entry into a system for domestic consumption;
- (b) where Crude Oil is sold by the Contractor other than to third parties in arm's length transactions or is relevantly appropriated without being disposed of, that Crude Oil shall be valued at the following applicable price:
 - (i) if there have been sales of Crude Oil by the Contractor to third Parties in arm's length transactions during the three (3) months preceding that sale or appropriation, the weighted average per unit price paid in these sales, net of commissions and brokerages, at the F.O.B. point of exportation, adjusted for quality, grade, quantity, transportation costs and any special circumstances, unless less than twenty-five per cent (25 %) by volume of Crude Oil sales during this period are made to third parties, in which event Crude Oil sold other than to third parties in arm's length transactions shall be valued according to paragraph (b) (ii) below;
 - (ii) if there have been no sales of Crude Oil by the Contractor to third Parties in arm's length transactions during the three (3) months preceding that sale or appropriation, the average per unit price for the prior three (3) months, net of commissions and brokerages, at the F.O.B. point of exportation paid in arm's length transactions of sales of Crude Oil of a similar quality, grade, and quantity originating from countries in the same general geographical area of Ethiopia, adjusted for quality, grade, quantity, transportation costs and any special circumstances;
 - (iii) provided that, if as a result of rapid fluctuations in prices during the three (3) months period, or any other reason, the price determined under (i) or (ii) above is not fair and equitable, the market value shall be determined by reference to prices during such period as may be appropriate.

- (c) If the Minister and the Contractor cannot reach agreement on the value of Crude Oil within thirty (30) days, such determination shall be made by an internationally recognized expert appointed by the Contractor and the Minister, but if they fail to agree within thirty (30) days on the appointment of such expert, then such appointment shall be made by the International Chamber of Commerce. The expert shall report his determination within twenty (20) days of his appointment and his determination shall be final and binding upon the Government and the Contractor.

Pending the determination of the value of Crude Oil for a given period, the value of Crude Oil determined for the preceding Calendar Quarter will be provisionally applied to make calculation and payment until the applicable value for that period is finally determined. Any adjustment to provisional calculation and payment, if necessary, will be made within thirty (30) days after such applicable value is finally determined.

12.1.2. The value of Natural Gas for all purposes shall be:

- (a) where Natural Gas is sold by the Contractor to third parties in arm's length transactions, the net realized price obtained for such Natural Gas at the point where title and risk pass to the buyer;
- (b) where Natural Gas is sold by the Contractor other than to third parties in arm's length transactions or is sold to the Government, that Natural Gas shall be valued at a price and in a currency to be determined by agreement between the Minister and the Contractor.

12.1.3. For the purposes of this Section 12.1:

- (a) "relevantly appropriated" means appropriated to refining or to any use except Petroleum consumed in the course of Petroleum Operations; and
- (b) a sale of Petroleum is a sale at "arm's length" if the following conditions are satisfied:
- (i) the price is the sole consideration for the sale;
 - (ii) the terms of the sale are not affected by any commercial relationship, other than that created by the contract of sale itself, between the seller or an Affiliate and the buyer or an Affiliate; and
 - (iii) the seller or an Affiliate do not have, directly or indirectly, an interest in the subsequent resale or disposal of the Petroleum or any product derived therefrom.

12.2. Measurement

- 12.2.1. The volume and quality of Petroleum produced and saved by the Contractor shall be measured by methods and appliances in accordance with generally accepted international petroleum industry practice, which shall be approved by the Minister.
- 12.2.2. The Minister may inspect the appliances used for measuring the volume and determining the quality of Petroleum and may appoint an inspector to supervise the measurement of volume and determination of quality.
- 12.2.3. Where the method of measurement, or the appliances used therefor, have caused an overstatement or understatement of royalties or share of the production, the error shall be presumed to have existed since the date of the last calibration of the measurement devices, unless the contrary is shown, and an appropriate adjustment shall be made at the average value for the period of the error, or by an adjustment in deliveries in kind over an equivalent period.
- 12.2.4. The Contractor and the Minister shall determine the point at which production shall be measured.

SECTION XIII: NATURAL GAS

13.1. Non-associated Natural Gas

13.1.1. If Non-associated Natural Gas is discovered, the Contractor and the Minister shall engage in good faith discussions to determine whether the Natural Gas discovery should be appraised with a view to its eventual development and production. Such discussions shall take into consideration among other things the following factors:

- (a) priority uses for Natural Gas will be (i) its use in Petroleum Operations, (ii) its utilization in Ethiopia, and (iii) its sale for export projects, depending on the existence or potential of the respective markets;
- (b) the quality, minimum quantities and costs of facilities required to produce, develop, transport and market the Natural Gas;
- (c) the pricing of the Natural Gas for domestic utilization at levels that will ensure the economic viability of the project and the economic utilization of the Natural Gas for each particular use, including reference to the value of the energy it may displace;
- (d) the willingness of the Government to enter into long term sales arrangements with adequate safeguards for and from the Contractor in order to promote and develop the use of indigenous resources of Natural Gas in Ethiopia, as well as to develop on a timely basis the necessary downstream components of the project.

13.1.2. If the Contractor, after discussions with the Minister under Section 13.1.1, considers that the Non-associated Natural Gas discovery merits appraisal, the Contractor shall proceed with the appraisal programme as stipulated under Section 5.3 and, if necessary, the provisions of Section 2.2.5 shall apply.

13.1.3. If the Contractor and the Minister agree, after discussions under 13.1.1 and the completion of the appraisal programme, that the Non-associated Natural Gas discovery constitutes a Commercial Discovery the Contractor could proceed with its development and production through submission of a development plan in accordance with the provisions of Section 5.4. The Contractor and the Minister shall enter into good faith negotiations for detailed separate agreements to govern the development, processing, utilization and disposition or sale of the Natural Gas concerned.

For the purpose of expediting the execution of a domestic Gas development project, a Gas development advisory committee shall be established with representatives of the Government and the

Contractor to coordinate all upstream and downstream components of the project and facilitate its evaluation and implementation.

Unless otherwise agreed, the adoption of the relevant development plan under Section 5.4 shall be made only once all agreements for the disposition or sale of the Natural Gas concerned have been concluded.

13.1.4. If the Contractor elects not to develop a Non-associated Natural Gas discovery which has been appraised and found of potential commercial interest in accordance with the provisions of Section 13.1.3, the Government shall have the right to proceed with the development and production of the discovery at its sole risk, cost and expense, and shall reimburse the Contractor the certified costs and expenses directly attributable to the appraisal of such discovery provided, however, that:

- (a) the Contractor surrenders all its rights under this Agreement in respect of the area corresponding to the Non-associated Natural Gas discovery;
- (b) the appraisal programme was approved in writing by the Minister;
- (c) the Contractor and the Government agree, with the assistance of specialized third parties when necessary, that sufficient economically recoverable gas reserves have been proved to support the demand for and the economic viability of a pre-identified domestic Natural Gas project for a period of at least twenty five (25) years under the pricing principles specified under Section 13.1 and taking into account the reimbursement included herein; and
- (d) such reimbursement to the Contractor shall be made in ____ () years, without interest, in equal quarterly instalments starting six (6) months after the date of adoption by the Minister of the development plan for the particular Natural Gas discovery concerned. The Government may elect to make reimbursements either in cash or in Crude Oil valued pursuant to the provisions of Section 12.1.

13.1.5. If the Contractor decides, after discussions under Section 13.1.1 and the completion of the appraisal programme, that the Non-associated Natural Gas discovery is not a Commercial Discovery, the Government shall have the right to proceed with further appraisal and development of the reservoirs corresponding to the Natural Gas discovery at its sole risk, cost and expense. The Government may develop, produce, take, process and utilize or sell the Non-associated Natural Gas without compensation to the Contractor provided, however, that:

- (a) the Government shall bear all costs for any new fixtures and installations required for the development, production, transportation, processing and utilization thereof;

- (b) the production of Natural Gas shall not materially interfere with other Petroleum Operations; and
- (c) rights of the Contractor under this Agreement in respect of reservoirs other than the identified Non-associated Natural Gas reservoirs will remain unaffected.

13.1.6. If after good faith discussions with the Minister under Section 13.1.1, the Contractor decides that there is no merit in appraising the Non-associated Natural Gas discovery, the Contractor shall submit to the Minister a report justifying its decision on the basis of at least the following factors:

- (a) evaluation of possible reserves taking into account test results of the discovery well and any other relevant information;
- (b) market alternatives considered for the Non-associated Natural Gas;
- (c) investment and cost estimates; and
- (d) economic reserves under different price assumptions.

If the Contractor fails to comply with this requirement within a period of one (1) year after the date of the discovery, the Minister may at his discretion terminate the rights of the Contractor in respect of the area corresponding to the Non-associated Natural Gas discovery.

13.2. Associated Natural Gas

13.2.1. Associated Natural Gas, which is not required for use in Petroleum Operations and the development, production, processing and utilization or sale of which the Contractor concludes is not economical, shall be returned to the subsurface structure, but the Contractor has the right to flare such Natural Gas in accordance with generally accepted international petroleum industry practice, provided the Contractor demonstrates that the flaring is required for technical and economic reasons and the Minister approves the flaring, which approval shall not be unreasonably withheld.

If the Contractor determines to flare such Natural Gas, the Government has the right to take such gas at no cost except to compensate the Contractor for the additional costs to deliver the Natural Gas to the Government.

13.2.2. If the Contractor and the Minister agree that the Associated Natural Gas that is not required for Petroleum Operations may be economically processed and utilized or sold other than in gas recycling, reservoir pressure maintenance, gas lift or secondary recovery operations, the Contractor and the Minister shall enter into good faith negotiations for a separate agreement to govern the processing, utilization and disposition or sale of the Natural Gas concerned.

13.3. Other provisions

13.3.1. The development and production of Natural Gas, whether associated or non-associated, shall be subject to this Agreement and the Accounting Procedures attached hereto as Appendix I as well as any special agreement entered into between the Minister and the Contractor pursuant to the provisions of Sections 13.1 and 13.2. However, the Minister and the Contractor may engage in good faith negotiations to modify the provisions of Section VII on cost recovery and production sharing in respect of Natural Gas, if the Minister determines that special circumstances relating to Natural Gas development and production exist which warrant such modification.

13.3.2. Except as otherwise agreed, the provisions of this Agreement shall apply mutatis mutandis to a production of Natural Gas and considering that six thousand (6000) cubic feet of Natural Gas at a temperature of fifteen degrees Celsius (15°C) and standard atmospheric pressure of 1.01325 bar shall be deemed to be equivalent to one (1) Barrel of Crude Oil. Natural Gas liquids shall be treated as Crude Oil.

In the event that a Non-associated Natural Gas discovery is produced, the Petroleum Operations Costs incurred by the Contractor and directly attributable to the discovery shall be only recovered in accordance with Section 7.1 from part of the production from that discovery, unless an agreement made pursuant to this Section so provides.

13.3.3. The value of Natural Gas for all purposes shall be determined in accordance with the provisions of Section 12.1.

SECTION XIV: FINANCIAL AND FISCAL MATTERS AND ACCOUNTING

14.1. Finances

- 14.1.1. The Contractor shall provide all funds necessary to conduct Petroleum Operations, shall bear the sole financial risk in carrying out such Petroleum Operations, and shall therefore have an economic interest in the development and production of Petroleum from the Contract Area, except otherwise provided in this Agreement.
- 14.1.2. All payments under this Agreement by the Contractor to the Government or the Minister shall be made in United States dollars unless the Minister and the Contractor shall agree upon payment in other freely convertible foreign currency. Any delayed payments shall bear interest at _____ per cent (_____) per year.
- 14.1.3. Charges for services requested by the Contractor and actually rendered by the Government or its administrative or political subdivisions shall be made at generally applicable rates for such services.

14.2. Taxation

- 14.2.1. The Contractor and the Subcontractors shall be subject to, and comply with, all income tax laws and regulations of Ethiopia.

Unless otherwise agreed by the Parties, the provisions of Section 14.1.2 shall apply to income tax payments.

- 14.2.2. The salaries and other benefits in cash or in kind of expatriate employees of the Contractor and the Subcontractors derived from activities required for performance under this Agreement shall be exempt from personal income tax.

14.3. Foreign exchange control

- 14.3.1. The Contractor shall comply with the procedures and formalities required by the legislation and regulations relating to foreign exchange in force from time to time in Ethiopia, provided, however, that the Contractor shall have the right:

- (a) to open and keep one or more transferable or non-transferable Birr accounts with the Commercial Bank of Ethiopia. Such Birr accounts shall be credited with:
- (i) the proceeds of the conversion into Birr pursuant to paragraph (c) below of funds deposited in the external accounts referred to in paragraph (b) below; and

- (ii) amounts received in Birr, subject to approval of the National Bank of Ethiopia as to the source or origin;
- (b) to open and keep foreign currency account with the Commercial Bank of Ethiopia and freely dispose of the sums deposited therein. Such account shall be credited only with sums deposited in convertible currencies;
- (c) to convert to Birr the foreign convertible currencies acceptable to Ethiopian banks at rates of exchange quoted by commercial banks operating in Ethiopia. Such rates shall not be less favourable to the Contractor than the effective rate applicable for similar transactions undertaken by any private or state enterprise on the date of the transaction;
- (d) to open and freely maintain foreign bank accounts outside Ethiopia. Said bank accounts may be credited, with funds from any source, except that such accounts shall not be credited with the proceeds of the sale of Birr without the prior approval of the National Bank of Ethiopia. Save in respect of funds needed by the Contractor to discharge its obligations in Ethiopia under this Agreement, the Contractor shall have the right to retain abroad all proceeds and payments under this Agreement received in said bank accounts, including but not limited to the proceeds of sales of Petroleum hereunder, and to dispose freely of the same without any obligation to repatriate the same or any part thereof to Ethiopia;
- (e) pay directly outside Ethiopia foreign Subcontractors for purchases of goods and services necessary to carry out Petroleum Operations hereunder; and
- (f) freely repatriate abroad all proceeds from Contractor's Petroleum Operations within Ethiopia.

Foreign Subcontractors of the Contractor shall have the same rights and obligations specified above as the Contractor.

- 14.3.2. Any foreign Subcontractor of the Contractor and any of the expatriate personnel of the Contractor or of any of its Subcontractors, shall be entitled to receive outside Ethiopia the whole or any part of his compensation provided, however, that such foreign Subcontractor and expatriate personnel shall be required to bring into Ethiopia such freely convertible currencies to meet payments of Ethiopian taxes, living and other expenses.
- 14.3.3. The payment of principal, interest and/or costs due on funds and loans in foreign currency shall not be made out of funds deposited in the accounts opened and kept under Section 14.3.1 (a) above.

- 14.3.4. The Contractor and the Subcontractors shall, within thirty (30) days after the end of each Calendar Quarter, submit to the National Bank of Ethiopia, with a copy to the Minister, a summary of all currency received, imported, remitted and maintained abroad pursuant to Section 14.3.1 during the relevant quarter.
- 14.3.5. Except as otherwise provided herein, expatriate employees of the Contractor and the Subcontractors shall comply with applicable foreign exchange legislation and regulations.

14.4. Accounting

- 14.4.1. The Contractor shall keep in Addis Ababa complete financial accounts and records in English and in United States dollars reflecting all Petroleum Operations.

If payments are made in other than United States dollars, such payments shall be recorded in United States dollars based on the exchange rate for the currency in which the payments are made, as quoted by _____ on the date of the actual transfer of funds.

Such accounts and records shall be prepared and maintained in accordance with generally accepted international petroleum industry practice and as prescribed in Appendix I to this Agreement and as may be prescribed in regulations issued pursuant to the Petroleum Proclamation.

- 14.4.2. The Contractor shall prepare on a Calendar Year basis an annual balance sheet and profit and loss statement in accordance with the Accounting Procedures set forth in Appendix I hereto and the generally applicable laws of Ethiopia. Such accounts and the reports to the Minister derived therefrom shall be certified by an independent auditor acceptable to the Minister and shall be submitted, along with the auditor's report, to the Minister and other appropriate authorities within ninety (90) days after the end of the Calendar Year to which they pertain.
- 14.4.3. The Government shall have the right, at its cost and expense, to carry out additional audits of the Contractor's books, records and accounts relating to this Agreement for any Calendar Year.

SECTION XV: IMPORTS AND EXPORTS

15.1 Imports

- 15.1.1. Subject to the local purchase obligations of Section 3.6, the Contractor and each Subcontractor shall be entitled to import into Ethiopia any and all drilling, geological, geophysical, production, treating, processing, transportation and other machinery and equipment necessary for Petroleum Operations, including aircraft, vessels, vehicles and other transportation equipment and parts therefor (other than sedan cars and fuel therefor), fuels, chemicals, lubricants, films, seismic tapes, house trailers, office trailers, disassembled prefabricated structures and other materials necessary for Petroleum Operations free of import taxes, charges, duties, levies and imposts of any kind, provided, however, that this shall not preclude the Contractor and the Subcontractor from paying charges to the Government for services actually rendered by any appropriate Government agency.
- 15.1.2. Other than as specified in this Agreement and the Petroleum Proclamation, all other imports by the Contractor, each Subcontractor and their employees shall be subject to all generally applicable import duties and taxes of Ethiopia.
- 15.1.3. Each expatriate employee of the Contractor and Subcontractors may, in accordance with prevailing regulations, import household goods and personal effects including one (1) sedan car per employee, within six (6) months of its arrival, free of import taxes, charges, duties, levies and imposts of any kind, provided, however, that such properties are imported for the sole use of the employee and his family.

15.2. Exports

- 15.2.1. All items imported under Section 15.1, and taken out from Ethiopia shall be exempt from export duties and other taxes and duties levied on exports, provided, however, that if these items are disposed of within Ethiopia, the Contractor, Subcontractors and expatriate employees, as the case may be, shall pay customs duties and taxes in accordance with the applicable laws.
- 15.2.2. The Contractor may export from Ethiopia, exempt of all export duties and other taxes levied on exports, the Petroleum produced from the Contract Area to which the Contractor is entitled in accordance with the provisions of this Agreement.

15.2.3. Notwithstanding any other provision of this Agreement, the Contractor shall not make shipments of Petroleum produced from Petroleum Operations in Ethiopia to or through countries whose export destinations are proscribed by the State.

BARROWS
CONFIDENTIAL

SECTION XVI: GOVERNING LAW AND DISPUTES

16.1. Governing law

- 16.1.1. This Agreement shall be governed by, interpreted and construed in accordance with the laws of Ethiopia.
- 16.1.2. The Contractor agrees that it will abide by all laws and regulations in force in Ethiopia.
- 16.1.3. In the event that after the Effective Date of this Agreement the economic benefits to be derived by a Party from the Petroleum Operations under this Agreement are substantially affected by the promulgation of new laws and regulations or of any amendments to the applicable laws and regulations of Ethiopia and if the affected Party so requests, the Parties shall agree to make the necessary adjustments to the relevant provisions of this Agreement, in order to ensure that the affected Party is restored to the same economic condition it would have been in if such change in the applicable laws had not taken place.

16.2. Arbitration

- 16.2.1. Except as otherwise provided in this Agreement, if, during the term of this Agreement or thereafter, any difference or dispute arises with respect to the construction, meaning or effect of this Agreement or arising out of or related or in connection with this Agreement or concerning the rights and obligations hereunder, which difference or dispute cannot be mutually resolved by the Parties within ninety (90) days, either Party shall have the right to submit the difference or dispute to a formal settlement process under this Section 16.2.
- 16.2.2. The difference or dispute referred to under Section 16.1.1 shall be finally settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law as at present in force.
- 16.2.3. The arbitration, including the rendering of the award, shall take place in Addis Ababa, Ethiopia and shall be in English. The decision of a majority of the arbitrators shall be final and binding upon the Parties.

Any judgement upon the award of the arbitrators may be entered in any court having jurisdiction thereof.

16.2.4. The number of arbitrators shall be three (3) and shall be appointed as follows:

- (a) each Party shall appoint one (1) arbitrator and so notify the other Party of such appointment and those two (2) arbitrators shall appoint the third arbitrator;
- (b) if any of the arbitrators shall not have been appointed within thirty (30) days after receipt of written request to do so, either Party may request in writing the Secretary-General of the International Centre for Settlement of Investment Disputes to appoint the arbitrator or arbitrators not yet appointed and to designate an arbitrator to be the Chairman of the arbitral tribunal. The Secretary-General shall forthwith send a copy of that request to the other Party.

The Secretary-General shall comply with the request within thirty (30) days from the receipt thereof or such longer period as the Parties may agree.

The Secretary-General shall promptly notify the Parties of any appointment or designation made by him pursuant to the aforesaid request.

- (c) if the arbitrator fails or is unable to act, his successor shall be appointed in the same manner as the arbitrator whom he succeeds.

16.3. Force Majeure

16.3.1. In this Agreement "Force Majeure" means an occurrence beyond the reasonable control of the Contractor, the Minister or the Government, which hinders or prevents any of them from performing their obligations under this Agreement, including but not limited to occurrences such as riots, strikes, wars (declared or undeclared), insurrections, rebellions, terrorist acts, civil disturbances, orders of any governmental authority, whether such authority be actual or assumed, natural phenomena or calamities; provided, however, that the inability to obtain equipment, supplies, or fuel shall not be a cause of Force Majeure, and provided further that if any failure to comply with the provisions of this Agreement is occasioned by a law, regulation or order of the Government, and the Contractor is operating in accordance with generally accepted international petroleum industry practice in the Contract Area and is making reasonable efforts to comply with such law, regulation or order, the occurrence shall be deemed beyond the reasonable control of the Contractor.

16.3.2. If the Contractor, the Minister or the Government is prevented from complying with this Agreement, in whole or in part, by Force Majeure, the Party claiming Force Majeure shall give written notice to the other Party as soon as practicable after its occurrence and the obligations of the affected person which are directly related to the Force Majeure shall be suspended during the continuance of the Force Majeure.

16.3.3. Subject to Section 16.3.4., the term of this Agreement shall be automatically extended for the period of Force Majeure.

16.3.4. If an obligation is suspended by Force Majeure for more than one (1) year, the Contractor and the Minister may enter into good faith negotiations on the continuation of this Agreement.

BARROWNS
CONFIDENTIAL

SECTION XVII: GENERAL

17.1 Confidentiality

- 17.1.1. Any information which the Contractor may supply to the Minister under this Agreement shall be supplied at the expense of the Contractor and the Minister shall, except with the consent of the Contractor, which shall not be unreasonably withheld, keep such information confidential, and shall not disclose such information other than to a person employed by or on behalf of the Government.
- 17.1.2. Notwithstanding the provisions of Section 17.1.1, the Minister may use any information supplied, for the purpose of preparing and publishing any reports and returns required by law, and for the purpose of preparing and publishing reports and surveys of a general nature.
- 17.1.3. The Minister may publish any information of a geological, scientific or technical nature which relates to a surrendered area at any time after the surrender, and in any other case, three (3) years after the information was received unless the Minister determines, after representations by the Contractor, that a longer period shall apply.
- 17.1.4. The Minister may disclose such information obtained pursuant to this Agreement as required by lending institutions.
- 17.1.5. The Contractor shall not disclose to third parties such information obtained pursuant to this Agreement without the consent of the Minister, which consent shall not be unreasonably withheld.

17.2. Waiver

- 17.2.1. Any waiver of an obligation of the Contractor shall be in writing and signed by the Minister. No waiver shall be implied if the Minister does not exercise a remedy under this Agreement.

17.3. Notice

- 17.3.1. Any and all notices, requests, demands and other communications required or permitted to be made or given under this Agreement shall be in writing and shall be deemed to have been duly made or given if delivered by hand, mail, cable or telex as follows:

(a) If to the Minister: _____

(b) If to the Contractor: _____

Either Party may designate in writing, in conformance with the above, another address at which it should receive all future notices, requests, demands and other communications required or permitted to be made or given under this Agreement.

17.3.2. All notices, requests, demands and other communications required or permitted to be made or given under this Agreement shall be in English. All reports, agreements, or other documents produced by the Contractor in connection with this Agreement shall be in English.

17.3.3. A notice shall be effective upon receipt.

17.4. Headings and amendments

17.4.1. Headings are inserted in this Agreement for convenience only and shall not affect the construction or interpretation hereof.

17.4.2. This Agreement shall not be amended, modified or supplemented except by an instrument in writing signed by the Parties.

SIGNED on the day and year first before written:

The Minister _____

The Contractor _____

APPENDIX I

ACCOUNTING PROCEDURES

Section I : Introduction and definitions

1.1. Purpose

1.1.1. The Contractor shall maintain a separate set of accounts and records for its Petroleum Operations under the Agreement to which this Appendix is attached, in accordance with generally accepted international petroleum industry practice as more particularly, but not exclusively, set out in these Accounting Procedures. Accounts and records are required for several purposes, including, but not limited to:

- (a) reporting to the Minister expenditure and receipts;
- (b) reporting actual expenditures to the Minister for comparison with minimum exploration obligations;
- (c) calculating royalties;
- (d) calculating cost recovery and production sharing as set forth in the relevant Sections of the Agreement;
- (e) calculating income taxes;
- (f) preparation of the annual balance sheet and profit and loss account required by the relevant provisions of the Agreement; and
- (g) any other requirements under the Agreement.

1.1.2. The Contractor may act as agent for the Government or for any other party in a number of matters. In such cases the Minister shall separately determine, as appropriate, in consultation with the Contractor, the requisite accounting procedures. Such cases may include, but not be limited to, sales of Petroleum on behalf of the Government.

1.2. Definitions

- 1.2.1. The definitions set forth in Section 1.2 of the Agreement shall apply to this Appendix I. In the event of any inconsistency or conflict between the provisions of this Appendix and the Agreement, the provisions of the Agreement shall prevail. Subject to this and for the purpose of the Agreement and these Accounting Procedures, the following terms shall have the meanings set forth below.
- 1.2.2. "The Account" means the accounts and records maintained for the Petroleum Operations.
- 1.2.3. "Petroleum Operations Costs" means the costs and expenses incurred by the Contractor for the purposes of conducting Petroleum Operations under this Agreement, all as more specifically set forth in Section IV of these Accounting Procedures.
- 1.2.4. "Party" means each legal entity constituting the Contractor.
- 1.2.5. "Operator" means the Party appointed to carry out the Petroleum Operations on behalf of the other Parties.

Section II : General principles of entries to the accounts

- 2.1.1. Receipts from sales or disposals of Petroleum shall not be credited to The Account. Each Party shall advise the Operator of such revenues, and of any other matter required, in sufficient detail to allow the Operator to maintain a memorandum record thereof in order to meet the legal and contractual reporting requirements under the Agreement.
- 2.1.2. Each Party shall account individually to the Government for income tax.
- 2.1.3. The Contractor shall account to the Government for royalties as set forth in the relevant provisions of the Agreement.
- 2.1.4. The Contractor shall charge to The Account only those expenditure incurred for Petroleum Operations. The application of this principle to specific Petroleum Operations Costs is set forth in Section IV of these Accounting Procedures.
- 2.1.5. The Operator shall deal at arm's length whenever possible, and the price in dealings not at arm's length shall be no less favourable than if such dealings were conducted at arm's length.
- 2.1.6. The Operator shall not make a profit or loss from the diligent exercise of his duties as Operator and, in particular, the Operator shall charge to Petroleum Operations Costs:
 - (a) an equitable proportion of the costs of services provided by the Operator;
 - (b) a rental for use of the assets of the Operator; and
 - (c) administrative overhead, either as a fee approved in the annual budget, or as an agreed percentage of direct costs or by charging an equitable proportion of each element of cost incurred.
- 2.1.7. The Contractor shall maintain accounts in a single language and a single currency which shall be English and United States dollars respectively.

- 2.1.8. Accounts shall be maintained on an accrual basis whereby entries are recorded in the period in which title or liability passes without the need to distinguish whether cash is disbursed or received in connection with the transaction. Petroleum Operations Costs shall include only the costs of materials consumed on leaving inventory. The costs of materials entering inventory will be included in working capital.
- 2.1.9. The Operator may dispose of minor assets and credit the proceeds to The Account; provided, however, that Petroleum or major equipment, the disposal of which would jeopardise the Petroleum Operations, shall not be considered a minor asset.
- 2.1.10. The accounts of the individual operations shall be maintained in a separable form, with reasonable allocations of common costs where necessary, in order to meet the several purposes of such accounts and to allow changes in the relationships between the Parties to be accounted for equitably and in particular to allow:
- (a) the consideration for transfers or participating interests to be determined; and
 - (b) the costs of sole risk operations to be determined;
 - (c) the costs associated with different Development Areas to be identified.
- 2.1.11. If Petroleum Operations are to be abandoned, the Operator shall prepare a plan for the disposal of assets and an equitable settlement for the approval of the Parties.
- 2.1.12. The Contractor shall appoint an auditor, approved by the Minister, to audit annually the accounts and records, including production records, of the Petroleum Operations and report thereon. The cost of such audit shall be borne by the Contractor.

Section III : Accounting treatment and specific purposes

3.1. Reports of revenues and expenditure to the Minister

Reports to the Minister shall show all required items, without special adjustment, whether these items cover:

- (a) receipts;
- (b) Petroleum Operations Costs;
- (c) cost recovery;
- (d) production sharing;
- (e) taxes, royalties and bonuses; or
- (f) other transactions.

3.2. Reports concerning exploration obligations

- 3.2.1. Reports of actual expenditure on seismic and exploratory drilling work shall be as recorded in The Account with adjustments according to Sections 5.1 and 5.2 of the Agreement shown separately.
- 3.2.2. Records shall be maintained in a separable form to allow reporting and verification thereof by individual obligation.
- 3.2.3. Only Petroleum Operations Costs incurred in connection with exploration activity shall be included for purposes of meeting minimum exploration expenditure obligations. Costs incurred on appraisal, development or production activity shall be excluded for purposes of meeting minimum exploration expenditure obligations.

3.3. Royalty

The Contractor shall account to the Government for royalties.

3.4. Reports concerning cost recovery

The Contractor shall submit quarterly reports to the Minister containing the following information:

- (a) recoverable Petroleum Operations Costs carried forward from the previous Calendar Quarter, if any;
- (b) recoverable Petroleum Operations Costs incurred and paid during the Calendar Quarter in question;

- (c) total recoverable Petroleum Operations Costs for the Calendar Quarter in question;
- (d) quantity and value of Cost Oil taken and separately disposed of by the Contractor for the Calendar Quarter in question;
- (e) Petroleum Operations Costs recovered for the Calendar Quarter in question and total cumulative amount of Petroleum Operations Costs recovered up to the end of the Calendar Quarter; and
- (f) amount of recoverable Petroleum Operations Costs to be carried forward into the next Calendar Quarter, if any.

3.5. Income tax

The accounts and records of the Petroleum Operations shall be made available to the Parties to allow them to complete their individual income tax returns in compliance with applicable legislation relating thereto.

3.6. Other purposes of accounts

The accounts and records of the Contractor shall be maintained in accordance with these Accounting Procedures. Specific adjustments to meet other purposes shall be shown separately in the reports prepared.

Section IV - Charges and credits to Petroleum Operations Costs

4.1. General

- 4.1.1. The principles of charges to Petroleum Operations Costs shall be interpreted as set out in this Section IV for the specific cases covered. Transactions not covered by this Section shall be treated in accordance with the general principles of these Accounting Procedures.
- 4.1.2. The identified costs of goods and services provided by the Contractor or by third parties for the purposes of conducting Petroleum Operations under this Agreement, to be included in Petroleum Operation Costs, are set out in the remaining articles of this Section IV.

4.2. Goods and services provided by the Parties

- 4.2.1. The goods and services required for the purposes of carrying out Petroleum Operations may be supplied by third parties or the Contractor. When supplied by third parties the costs included in Petroleum Operation Costs shall be those actually incurred by the Contractor. Where supplied by the Contractor the cost to be included may be either:
 - (a) an agreed total charge determined within a competitive bidding process; or
 - (b) the identified costs to the Contractor plus a mark up or apportionment of the Contractor's administrative overhead costs.
- 4.2.2. Any mark up or apportionment of overhead costs shall not exceed three per cent (3 %) of identified costs and shall be determined on a basis agreed in advance in the budget each year.

4.3. Labour and related costs

- 4.3.1. The costs of salaries and wages of the Party's employees for the portion of their time directly employed in Petroleum Operations whether:

- (a) carrying out managerial, administrative, legal, accounting, treasury auditing, tax, planning, personnel, data processing, engineering, purchasing, geological, geophysical or other functions for the benefit of the Petroleum Operations;
 - (b) such functions are carried out in Ethiopia or another country;
 - (c) the employee is assigned temporarily or permanently to Petroleum Operations.
- 4.3.2. The costs of holidays, sickness, living and housing allowances, travel time, bonuses, personal expenses incurred, pension contributions and social security benefits which are customarily granted to the Party's employees and their families engaged on similar ventures in similar conditions together with the costs of any amounts imposed by government authorities applicable to such employments.
- 4.3.3. Relocation costs to the Contract Area vicinity of the employees of a Party permanently or temporarily assigned to the Petroleum Operations. Relocation costs from the Contract Area vicinity, except when an employee is reassigned to another location classified as a foreign location by the Party. Such costs include transportation of employees' families and their personal and household effects and all other relocation costs in accordance with the usual practice of the Party.
- 4.3.4. The costs of such transportation of employees of the Party as is required in the conduct of Petroleum Operations.
- 4.4. **Materials**
 - 4.4.1. Material costs will be charged to Petroleum Operations Costs when consumed from inventory. Material costs shall be calculated on a FIFO (first in first out) basis.
 - 4.4.2. The costs of purchases of materials, equipment, machines, tools and any other goods of a similar nature shall be charged to inventory subject to the following:
 - (a) Acquisition - the Operator shall only purchase materials for use in Petroleum Operations that may be used in the foreseeable future. The accumulation of surplus stocks and inventory shall be avoided. Inventory levels shall, however, take into account the time lag for replacement, emergency needs and similar considerations.

- (b) Components of Costs - in addition to the invoice price the costs of materials purchased by the Operator may include freight, transportation and related costs such as expediting, crating, dock charges, forwarders charges, customs clearance fees, inspection costs, insurance (provided that such costs are included in the invoice price), customs duties, taxes and other items that may be charged to imported materials or to materials purchased in Ethiopia.
- (c) Supply of materials by the Parties - materials supplied by the Parties shall be charged to inventory at prices no higher than the prices for comparable material purchased on a competitive basis from third party suppliers. This criterion shall apply to both new and used materials.
- (d) Inventories - the Operator shall maintain both a physical and accounting inventory of all materials in stock in accordance with generally accepted practices in the international petroleum industry and shall take a physical inventory of all such materials at least twice in any Calendar Year.

4.5. Technical services

4.5.1. The costs of technical services (whether or not associated with the ancillary supply of goods) such as, but not limited to, the provision, construction, maintenance or operation of:

- (a) utilities and auxiliaries - workshops, power and water facilities, warehouses, field roads, crude oil jetties and anchorages, treating plants and equipment, secondary recovery systems, Natural Gas plants and steam systems;
- (b) production facilities - offshore platforms (including the costs of labour, fuel, hauling and supplies for both the offsite fabrication and onsite installation of platforms, and other construction costs in erecting platforms and installing submarine pipelines), wellhead equipment, subsurface lifting equipment, production tubing, sucker rods, surface pumps, flow lines, gathering equipment, delivery lines and storage facilities;
- (c) movables - surface and subsurface drilling and production tools, equipment and instruments, barges, floating craft, automotive equipment, aircraft, construction equipment, furniture and office equipment and miscellaneous equipment;

- (d) development and production drilling - labour, materials and services used in drilling wells with the object of penetrating a proven reservoir, including the drilling of delineation wells as well as re-drilling, deepening or recompleting wells, and access roads, if any, leading directly to wells;
- (e) exploration drilling - labour, materials and services used in the drilling of wells with the object of finding unproven reservoirs of Crude Oil and Natural Gas, and access roads, if any, leading directly to wells;
- (f) surveys - labour, materials and services used in aerial, geological, topographical, geophysical and seismic surveys, and core hole drilling; and
- (g) interpretation - laboratory analysis, drafting, geophysical and geological interpretation, engineering, and related data processing.

4.5.2. The costs included in Petroleum Operations Costs shall be:

- (a) in the case of technical services performed by third parties directly subcontracted, including outside consultants, contractors and utilities, the price paid by the Operator, provided that such prices are no higher than the prices charged by other suppliers for comparable work and services;
- (b) in the case of technical services performed by the Parties, prices which are no higher than the most favourable prices charged to or by third parties for comparable services;
- (c) in the case of equipment and facilities being furnished by a Party the rates charged shall be commensurate with the cost of ownership, or rental, and the cost of operation thereof, but such rates shall not exceed those currently prevailing in the general vicinity of the Contract Area.

4.6. Insurance

- 4.6.1. Premiums for insurance required by the Parties and actual expenditures incurred in the settlement of all losses, claims, damages, judgments, and other expenses for the benefit of the Petroleum Operations.

4.6.2. Credits for settlements received from insurance companies in connection with the insurance required by the Parties.

4.6.3. Where insurance is not compulsory under the laws of Ethiopia a Party may opt not to participate in insurance. A Party so opting shall not share in either the costs of or settlements for the insurance.

4.7. Legal expenses

All costs or expenses of litigation or legal services otherwise necessary or expedient for the protection of the Petroleum Operations or other interest of the Parties under this Agreement, including but not limited to the fees of legal representatives, court costs, costs of investigation or procuring evidence and amounts paid in settlement or satisfaction of any such litigation or claims, but excluding any costs incurred in arbitration or litigation between the Parties on the terms of this Agreement.

4.8. Other goods and services

4.8.1. The cost of all services and goods (other than materials purchased for inventory) purchased for proper use in Petroleum Operations shall be charged directly to Petroleum Operations Costs.

4.8.2. Such purchases may include, inter alia, the costs of establishing, maintaining and operating any offices, suboffices, camps, warehouses, shore bases, water power and communications systems, roads, bridges, housing, recreational and other facilities directly serving the Petroleum Operations and where such facilities also serve other operations the costs shall be allocated to the operations served on an equitable basis.

4.9. General and administrative expenses

General and administrative expenses of the Contractor attributable to the Petroleum Operations under this Agreement shall be recoverable Petroleum Operation Costs, subject to the limitations set forth in the Petroleum Operations Income Tax Proclamation.

4.10. Interest payments

Interest payments on loans raised by the Contractor for the purpose of conducting Petroleum Operations under this Agreement other

than exploration shall be recoverable Petroleum Operations Costs, subject to the limitations set forth in the Petroleum Operations Income Tax Proclamation.

4.11. Payments to the Government of Ethiopia

- 4.11.1. Contract, licence or permit payments necessary to acquire and maintain rights to the Contract Area shall be recoverable Petroleum Operations Costs.
- 4.11.2. All duties, taxes, fees and government assessments, but excluding income tax, royalties and Government's share of Profit Oil, shall be recoverable Petroleum Operations Costs.

4.12. Miscellaneous transactions

- 4.12.1. All costs or expenses necessary for the repair or replacement of the property used in Petroleum Operations resulting from uninsured damages or losses incurred by fire, flood, storm, accident, or any other cause.
- 4.12.2. Any gain or loss in the currency of account caused by the holding of balances of foreign exchange shall be entered to Petroleum Operations Costs, although excessive such balances shall not be maintained.
- 4.12.3 The net proceeds of the following transactions shall be credited to Petroleum Operations Costs:
 - (a) the net proceeds of any insurance or claim in connection with the Petroleum Operations or any assets charged to Petroleum Operations Costs;
 - (b) revenue received from other persons for the use of property or assets charged to Petroleum Operations Costs;
 - (c) proceeds from all sales of material or assets charged to Petroleum Operations Costs;
 - (d) any rentals, refunds, adjustments or other credits received by the Contractor which apply to any charge which has been made to Petroleum Operations Costs.

4.13. Recoverability and deductibility of Petroleum Operations Costs

4.13.1. The determination of whether the costs and expenses set forth herein are recoverable Petroleum Operations Costs shall apply only to the purpose of cost recovery under this Agreement, and shall not be interpreted to preclude the Contractor from deducting said amounts in computing its taxable income under the applicable laws of Ethiopia.

4.13.2. For the purpose of cost recovery under this Agreement, no depreciation shall apply to recoverable Petroleum Operations Costs, as such Costs are, subject to the maximum percentage limit specified in Section 7.1 of this Agreement; recoverable either in the Calendar Year in which these Costs are incurred or the Calendar Year in which regular production commences, whichever is the later.

BARRON
CONFIDENTIAL

APPENDIX II

CONTRACT AREA