

POSITIVELY VETTED BY THE ATTORNEY GENERAL

**MODEL DEEP WATER
PRODUCTION SHARING CONTRACT
FOR**

.....

(dated day of2022)

TO

.....

TRINIDAD AND TOBAGO

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PRODUCTION SHARING CONTRACT

This Contract is made this day of, 2022 among **PRESIDENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO**, Her Excellency Paula-Mae Weekes, Intendant of State Lands (hereinafter referred to as the "President") of the FIRST PART, **MINISTER OF ENERGY AND ENERGY INDUSTRIES**, (hereinafter referred to as the "Minister") of the SECOND PART and("....."), a company with limited liability incorporated inand registered as an External Company under the Companies Act, Chap. 81:01 of the Laws of the Republic of Trinidad and Tobago, with its principal office in Trinidad and Tobago situate atin the Island of Trinidad.

WHEREAS, Section 3 of the Petroleum Act, Chapter 62:01 of the Laws of the Republic of Trinidad and Tobago (hereinafter referred to as "the Act") provides that Public Petroleum Rights (as defined in the Act) are vested in the State and are exercisable by the President on behalf of the State.

AND WHEREAS, pursuant to Section 6(3) of the Act, the Minister may enter into Production Sharing Contracts for the carrying out of Petroleum Operations upon such terms and conditions as the Cabinet may approve.

AND WHEREAS, the Commissioner of State Lands has the requisite authority to sign this Contract on behalf of the President of the Republic of Trinidad and Tobago, pursuant to Section 4(2) of the State Lands Act, Chapter 57:01 of the Laws of the Republic of Trinidad and Tobago.

AND WHEREAS, the Minister acting as the agent of the Government, is responsible for the collection of revenues accruing under this Contract.

AND WHEREAS, the Minister, under Regulation 4 of the Petroleum Regulations, made under the Act, issued on the....., the Petroleum Regulations (Deep Water Competitive Bidding) Order 2021 (hereinafter referred to as the "Order") published as Legal Notice No. of 2021 by which bids were invited for certain submarine areas described in Schedule 1 of the Order.

AND WHEREAS, Contractor submitted a bid on the day of 2022 in accordance with and pursuant to the Order.

AND WHEREAS, Contractor has represented to the Minister that it has the requisite technical and financial capabilities to carry out Petroleum Operations and wishes to assist the Government in thoroughly evaluating the Petroleum potential and promptly and efficiently developing Petroleum discovered in the Contract Area.

AND WHEREAS, the Ministry selected the Contractor as the preferred bidder for Block and entered into negotiations with the Contractor to finalize the terms and conditions of the Production Sharing Contract.

AND WHEREAS, on the day of, 2022 Cabinet approved this Contract.

NOW therefore, in consideration of the premises, mutual covenants and conditions herein contained, it is hereby agreed as follows:

ARTICLE 1

DEFINITIONS

The following words and terms used in this Contract shall unless otherwise expressly specified in the Contract have the following respective meanings:

1.1 "Accounting Procedure" means the Accounting Procedure set out in Annex "C" hereto.

1.2 "Act" means The Petroleum Act, Chapter 62:01 of the Laws of the Republic of Trinidad and Tobago.

1.3 "Affiliate" means an affiliated body corporate within the meaning of this Article 1.3.

(1) For the purposes of this Contract—

(a) one body corporate is affiliated with another body corporate if one of them is the subsidiary of the other, or both are subsidiaries of the same body corporate, or each of them is controlled by the same person; and

(b) if two bodies corporate are affiliated with the same body corporate at the same time, they are affiliated with each other.

(2) For the purposes of this Contract—

(a) a body corporate is the holding body corporate of another if that other body corporate is its subsidiary; and

(b) a body corporate is a subsidiary of another body corporate if it is controlled by that other body corporate.

(3) For the purpose of this definition "control" in relation to a body corporate means the power of a person to ensure by:

(a) the holding of shares or the possession of voting power in relation to that body corporate; or

(b) any other power conferred by the articles of incorporation or other document regulating the body corporate, that the business and affairs of the body corporate are conducted in accordance with the wishes of that person.

1.4 "Appraisal" or "Appraisal Programme" means all works carried out by Contractor following a Discovery of Petroleum in the Contract Area for the purpose of delineating one or more Petroleum reservoirs to which that Discovery relates in terms of thickness and lateral extent and in order to further define the quantity of recoverable Petroleum therein.

1.5 "Appraisal Area" means that area surrounding a Petroleum Discovery encompassing the geological structure or feature of the Discovery and a reasonable margin not exceeding 0.5km as approved by the Minister from time to time.

1.6 "Appraisal Well" means a well that is drilled to

delineate one or more Petroleum reservoirs to which a Discovery relates in terms of thickness and lateral extent and in order to further define the quantity and quality of recoverable Petroleum therein.

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

1.8 "Assessment Area" means that area surrounding a Natural Gas Discovery encompassing the geological structure or feature of the Discovery and a reasonable margin not exceeding 0.5km as approved by the Minister from time to time.

1.9 "Assessment Plan". means a plan submitted pursuant to Article 13.3(a) for the purpose of evaluating a Natural Gas Discovery to delineate one or more Natural Gas reservoirs to which that Discovery relates in terms of thickness and lateral extent in order to further define the quantity and commerciality of recoverable Natural Gas therein.

1.10 "Assessment Programme" means all additional works carried out by Contractor following the completion of an Assessment Plan pursuant to Article 13.5(a) for the purpose of delineating one or more Natural Gas reservoirs to which that Discovery relates in terms of thickness and lateral extent and in order to further define the quantity and commerciality of recoverable Natural Gas therein.

1.11 "Associated Natural Gas" means all Natural Gas produced from any reservoir, the predominant production of which is Crude Oil, and which is separated from Crude Oil in accordance with normal oilfield practice including free gas cap, but shall exclude any liquid hydrocarbon extracted from such gas either by normal field separation, dehydration or in a gas plant.

1.12 "Available Crude Oil" means all Crude Oil produced and saved from the Contract Area and not used in Petroleum Operations.

1.13 "Available Natural Gas" means all Natural Gas produced and saved from the Contract Area and not used in Petroleum Operations.

1.14 "Available Petroleum" means all Available Crude Oil and Available Natural Gas.

1.15 "Barrel" means a unit of volume equal to forty-two (42) United States gallons, liquid measure, corrected to a temperature of sixty (60) degrees Fahrenheit and fourteen point seven (14.7) p.s.i.a.

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

1.17 "Calendar Year" means a period of twelve (12) consecutive Months beginning on the first day of January and ending on the following thirty-first day of December in the same year.

1.18 "Commercial Discovery" means a Discovery that Contractor intends to develop and produce under the terms

of this Contract.

1.19 "Commercial Production" means regular and continuous production of Petroleum from a Production Area pursuant to an annual Development and Production Work Programme and budget approved under Article 15.

1.20 "Condensate" means the portion of Natural Gas of such composition that is in the gaseous phase at temperature and pressure of the reservoirs, but that, when produced, is in the liquid phase at surface pressure and temperature. It is liquid at the standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 p.s.i.a.) at the point of measurement of its volume.

1.21 "Contract" or "Production Sharing Contract" means this Contract and any subsequent written amendments.

1.22. "Contract Area" means the area specified in Article 3 hereof and delineated on the map set out in Annex "A", as modified and reconfigured from time to time in accordance with the stipulations of this Contract.

1.23 "Contractor" means a consortium ofand includes their respective successors and permitted assignees.

1.24 "Contract Year" means a period of twelve (12) consecutive months within the term of this Contract, beginning on the Effective Date or any anniversary thereof.

1.25 "Contractor Natural Gas" is the share of the Natural Gas Production from the Contract Area that is

represented by Contractor Cost Recovery Natural Gas and Contractor's share of Profit Natural Gas.

1.26. "Contractor Party" means Contractor or an entity to which the rights and obligations of this Contract has been assigned or transferred pursuant to Article 31.

1.27. "Coordination Committee" means the committee composed of representatives of the Minister and Contractor constituted in accordance with Article 9.

1.28 "Cost Recovery" means the recovery of costs and expenses in accordance with Article 18.8.

1.29 "Crude Oil" means any hydrocarbon produced from the Contract Area which at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 p.s.i.a.) is in a liquid state at the wellhead or separator, or distillate and Condensate which is extracted from gas or casing-head gas in a plant.

1.30 "Development" or "Development Operations" or "Development Work" shall include but not be limited to:

- (i) all the operations and activities under the Contract with respect to the drilling of wells other than Exploration Wells and Appraisal wells, the deepening, plugging back, completing and equipping of such wells, together with the design, construction and installation of such equipment, pipelines or lines, installations, production units and all other systems relating to such wells as may be necessary in conformity with sound

oilfield and generally prevailing
environmental practices in the
international Petroleum industry;

- (ii) all operations and activities relative to the servicing and maintenance of pipelines, lines, installations, production units and all related activities for Production and management of wells.

1.31 "Development Plan" means the plan for the development of a Commercial Discovery, as provided in Article 13.7(a) (i) and 13.8.

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

1.33 "Effective Date" means the date on which this Contract has been signed by all Parties.

1.34 "Energy Equivalent Basis" means the equivalent of Natural Gas in Barrels of Crude Oil with five thousand, eight hundred (5,800) standard cubic feet of Natural Gas being equivalent to one (1) Barrel of Crude Oil.

1.35 "Exploration" or "Exploration Operations" means operations which shall include but not be limited to such geological, geophysical, and other surveys and any interpretation of data relating thereto, and the drilling of such shot holes, core holes, stratigraphic tests, Exploration Wells for the Discovery of Petroleum, Appraisal of Discoveries and other related operations.

1.36 "Exploration Period" means the period not exceeding nine (9) Contract Years from the Effective Date divided into up to three (3) phases, as provided for in Article 4.1.

1.37 "Exploration Well" means any well drilled with the objective of confirming a geologic trap in which Petroleum has not been previously discovered.

1.38 "Export Market" means Natural Gas export and export-oriented markets including but not limited to:

- (a) exports of LNG and CNG; and
- (b) exports through a gas pipeline;

1.39 "Facilities" mean all installations and infrastructure made for the conduct of petroleum operations.

1.40 "Fair Market Value" means the price at which Crude Oil or Natural Gas could be sold (in each case as further provided for at Articles 20.2 and 20.6), or equipment, materials or services of similar quality could be supplied, on similar terms at similar times and at a similar location by parties under no compulsion to buy or sell and are trading on an Arms Length basis.

1.41 "Field" means an area within the Contract Area which has been declared as a Commercial Discovery, consisting of a Petroleum reservoir or multiple Petroleum reservoirs all grouped on or related to the same or stacked geological structures or stratigraphic conditions from which Petroleum may be produced commercially in accordance with prudent international

petroleum industry standards and extending to an additional zero point five kilometre zone around the outermost geographic limits of such Petroleum reservoir(s); or any Pre-existing Field within the said Contract Area.

1.42 "Force Majeure" shall mean any event beyond the reasonable control of the Party and includes war, insurrection, civil commotion, storm, tidal wave, flood, epidemic, pandemic, fire or earthquake.

1.43 "Government" shall mean the Government of the Republic of Trinidad and Tobago.

1.44 "Internal Market" means the Natural Gas market in Trinidad and Tobago including, without limitation, Natural Gas sold to refineries, electricity generating facilities for local consumption, petrochemical manufacturers and other industrial, commercial and domestic customers in Trinidad and Tobago but expressly excludes Export Markets.

1.45 "Local Content" means the local component of goods, services and human resources employed in the conduct of Petroleum Operations under this Contract.

1.46 "Local Content Policy" means the policy of the Government with respect to Local Content as stated in this Contract and in the relevant policy documents.

1.47 "Local Contractor or Local Supplier" means a person, firm or entity performing works, services and/or supplying equipment, goods and materials to the Contractor, whether as a Subcontractor or otherwise, whose business enterprise is incorporated

or otherwise organised under the laws of Trinidad and Tobago and whose principal place of business is in Trinidad and Tobago.

1.48 "Local Goods" means materials and/or equipment mined, grown or produced in Trinidad and Tobago, whether through manufacturing, processing or assembly. An article, which is produced by manufacturing, processing or assembly, must differ substantially in its basic characteristics, purpose or utility from any of its imported components. Manufactured goods would be considered to be of local origin if the cost of the local materials, labour and services used to produce the item constitute not less than fifty (50) per cent of the cost of the finished product.

1.49 "Local Services" means works or services performed or supplied by a Local Contractor or a Local Supplier.

1.50 "Measurement Point" means the location(s) specified in the approved Development Plan within or outside of the Contract Area where the Petroleum is metered and delivered to the Minister and Contractor.

1.51 "Minimum Exploration Work Programme" means the Exploration work to which Contractor has committed itself for each phase of the Exploration Period in accordance with Article 7.

1.52 "Minister" means the member of Cabinet to whom responsibility for matters related to Petroleum is assigned and his duly authorized delegates pursuant to Section 5 of the Act.

1.53 "Ministry" means the ministry in the Government to which responsibility for matters related to Petroleum is assigned.

1.54 "Month" or "Calendar Month" means any of the twelve (12) months of the Calendar Year.

1.55 "Natural Gas" means all Petroleum which at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 p.s.i.a.) is in a gaseous state, including wet gas, dry gas, and residue gas remaining after the extraction, processing or separation of liquid Petroleum from wet gas, as well as non-Petroleum gas or gases produced in association with liquid or gaseous Petroleum.

1.56 "Natural Gas Field" means a Field from which more than fifty per cent (50%) of the estimated reserves on an Energy Equivalent Basis is Natural Gas at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 p.s.i.a.).

1.57 "Non-associated Natural Gas" means all gaseous hydrocarbons produced from gas reservoirs, and includes wet gas, dry gas and residue gas remaining after the extraction of liquid hydrocarbons from wet gas.

1.58 "Operator" means the Contractor Party which is in charge of the day to day activities of Contractor under this Contract. The initial Operator shall be.....

1.59 "Party" or "Parties" means the Minister and Contractor and does not include any Subcontractor(s).

1.60 "Petroleum" means all natural organic substances composed of carbon and hydrogen. This includes Crude Oil and Natural Gas, and all other mineral substances, products, by-products and derivatives that are found in conjunction with such substances.

1.61 "Petroleum Operations" means the Exploration Operations, the Development Operations, the Production Operations, and all other activities related thereto carried out under this Contract, but excludes mining operations involving the extraction of Petroleum from bituminous shales, tar sands, asphalt or other like deposits.

1.62 "Petroleum Regulations" means the regulations made pursuant to the Act.

1.63 "Pre-Existing Field" means any area within the Contract Area which was, prior to the Effective Date, (i) notified to the Minister as having a discovery; or (ii) notified to the Minister as having commercial potential; or (iii) in respect of which Commercial Production had previously occurred; or (iv) in respect of which a discovery had been made where there was no prior documentation or notification to the Minister with regard to (i), (ii) or (iii) above.

1.64 "Production" or "Production Operations" shall include but not be limited to operations and all activities related thereto carried out for Petroleum production after the Minister's approval of the Development Plan, such as extraction, injection, stimulation, treatment, transportation, storage, lifting, and related operations, but does not include any storage or transportation beyond the Measurement Point.

1.65 "Production Area" means the portion of the Contract Area specified under Article 13.7(a)(ii) in an approved Development Plan.

1.66 "Quarter" means a period of three (3) consecutive Months.

1.67 "State" means the Republic of Trinidad and Tobago.

1.68 "Subcontractor" means a specialized person, firm or entity contracted by Contractor to carry out specific work relative to Petroleum Operations under the supervision of and for the account of Contractor.

1.69 "Transfer" shall include the following, whether voluntary or involuntary and whether effected by operation of law, or otherwise, any transfer of ownership or any part thereof of any entity comprising Contractor by sale, merger, consolidation, reorganisation or liquidation or any change in ownership or voting rights in a company or legal entity. Where Contractor or any of the entities comprising Contractor is a publicly traded organisation registered on a stock exchange, "Transfer" shall include the following, whether voluntary or involuntary and whether effected by operation of law, or otherwise, any transfer of a controlling interest of the voting shares of any entity comprising Contractor by sale, merger, consolidation, reorganisation or liquidation.

1.70 "Transferee" shall mean any person to whom any Transfer is made.

1.71 "Work Programme" means a programme itemizing the Petroleum Operations to be conducted with respect to the Contract Area and the time schedule for accomplishing such operations.

1.72 "Work Unit" means the numerical representation of the cost of the work obligations specified in the Work Programme under Article 7 or under an appraisal programme or relative to a retained exploration area and calculated in accordance with Annex "E".

1.73 "\$", or "USD" or "US Dollars" or "Dollars" or "dollars" or any combination of these shall mean the lawful currency of the United States of America.

ARTICLE 2

SCOPE

2.1 This is a Production Sharing Contract, the object of which is for the Contractor to undertake the Exploration, Appraisal, Development and Production of Petroleum in the Contract Area and the provision of required Facilities within and outside of the Contract Area up to the Measurement Point all at Contractor's sole risk and expense.

2.2(a) Subject to the terms and conditions of the Contract, the Minister hereby appoints Contractor, as the exclusive agent to conduct Petroleum Operations in the Contract Area during the term of the Contract.

(b) The grant of this Contract confers upon Contractor the right in respect of the Contract Area to search for, drill and get Petroleum therein and dispose of Petroleum so obtained, in accordance with the terms of this Production Sharing Contract, but nothing in this Contract shall be taken to confer ownership of any Petroleum in strata or to confer any other rights in land within the Contract Area.

2.3 Contractor shall be responsible to the Minister for the execution of Petroleum Operations in accordance with the provisions of the Contract. Without prejudice to Contractor's position as an independent contractor hereunder, the work to be done by Contractor shall be subject to the general supervision and review of the Minister in accordance with the Contract.

2.4 In performing Petroleum Operations, Contractor shall provide all requisite financial resources and employ the industry standards, scientific methods, procedures, technologies and equipment accepted in the international Petroleum industry.

2.5 Contractor shall comply with all Local Content Legislation and Policies that are in effect and which may be amended from time to time. In performing Petroleum Operations under the Contract, Contractor shall provide for the maximum utilization of services and facilities available from Local Contractors or Local Suppliers. Contractor shall employ with priority nationals in all aspects of Petroleum Operations.

2.6 Contractor shall receive no compensation for its services, nor any reimbursement of its expenditures under the Contract, except for the share of Petroleum from the Contract Area to which it may become entitled under Article 18. If there is no Commercial Discovery in the Contract Area or if Contractor's share of the Petroleum produced from Production Areas within the Contract Area developed by Contractor is insufficient to reimburse Contractor, Contractor shall bear its own losses.

ARTICLE 3

CONTRACT AREA

3.1 The Contract Area as of the Effective Date of the Contract comprises a total area of approximatelyhectares, as described in Annex "A" attached hereto and delineated in the map which forms part thereof.

3.2 Except for the rights expressly provided by the Contract, no right is granted in favour of Contractor to the surface area, sea-bed, sub-soil or to any natural resources or aquatic resources.

ARTICLE 4

CONTRACT TERM

4.1 The Exploration Period shall be for a period not exceeding nine (9) Contract Years from the Effective Date, divided into:

- a first phase of years;
- an optional second phase of ... years; and
- an optional third phase of ... years.

Contractor's right to enter the next phase is subject to it having fulfilled its obligations for the then current phase.

4.2 If Contractor does not elect to enter the next phase or where a commercial discovery is not achieved within nine (9) years, this Contract shall terminate automatically.

4.3 Contractor shall notify the Minister of its election to enter the next phase of the Exploration period at least ninety (90) days prior to expiration of the then current phase with respect to any portion of the Contract Area that includes:

- (a) a Production Area;
- (b) Appraisal Areas subject to an extension pursuant to Article 4.4;
- (c) areas retained for a market development phase pursuant to Article 16.1;

(d) areas retained for Exploration pursuant to Article 6.1;

(e) any areas then pending approval by the Minister;
or

(f) any area that is the subject of a dispute and said dispute is being resolved pursuant to Article 33.

4.4 Where insufficient time is available during the Exploration Period to complete an appraisal or an assessment of a Discovery under an Appraisal Programme or Assessment Programme approved under Articles 13.2 or 13.4, within the Exploration Period Contractor may upon written application to the Minister not less than ninety (90) days before the end of the Exploration Period, apply for an extension of the Exploration Period with respect to the Appraisal Area or Assessment Area until the date on which the evaluation report on such Discovery is due under Article 13.2(d) or 13.4(d). If granted by the Minister, any such extension shall be for no more than two (2) Contract Years and on a one-time basis only for such Appraisal Area or Assessment Area.

4.5 In the event of a Commercial Discovery, the term of the Contract shall be thirty (30) years from the Effective Date with respect to the Production Area corresponding to such Commercial Discovery; provided, however, if the Commercial Discovery relates to a Natural Gas Field, the term of the Contract shall be thirty (30) years from the Effective Date plus the period of any market development phase granted and utilized in accordance with Article 16.1 and any extension granted in accordance with Article 16.6, with respect to the Production Area corresponding to such Natural Gas Field.

4.6 Contractor may request by notice to the Minister at least one (1) year prior to the end of the term of the Contract to extend the duration of the Contract with respect to any Production Area for periods of five (5) years on terms and conditions to be mutually agreed between the Minister and Contractor.

4.7 The Minister may grant further extensions in the same manner as has been laid down in Article 4.6.

ARTICLE 5

RELINQUISHMENTS

5.1 Subject to Article 5.2, the Contract Area shall be reduced by:

- (a) at least thirty per cent (30%) of the original Contract Area, prior to the end of the first phase of the Exploration Period;
- (b) at least fifty per cent (50%) of the original Contract Area (inclusive of areas previously relinquished) prior to the end of the second phase of the Exploration Period;
- (c) all portions of the original Contract Area, prior to the end of the Exploration Period under Article 4.1 with the exception of:
 - (i) Production Areas;
 - (ii) Appraisal Areas subject to an extension under Article 4.4;
 - (iii) Natural Gas Discovery areas retained for a market development phase under Article 16.1;
 - (iv) Exploration areas retained in accordance with Article 6.1;
 - (v) any areas then pending approval by the Minister; and
 - (vi) any area that is the subject of a dispute and said dispute is being

resolved pursuant to Article 33.

- (d) any Appraisal Area subject to an extension under Article 4.4 that is not declared a Commercial Discovery, by the end of the extension under Article 4.4;
- (e) any Natural Gas Discovery area retained pursuant to Article 16.1 that is not declared a Commercial Discovery, by the end of the market development phase granted under Article 16.1;
- (f) any Production Area, not in Commercial Production by the end of seven(7) years after declaration of Commercial Discovery for such area, within thirty (30) days after the Minister's request for such relinquishment; and
- (g) any Exploration area retained pursuant to Article 6.1 for which no approved Exploration Work Programme for such area is committed.

5.2 Subject only to Articles 5.1(f) and 5.6, Contractor shall not be required pursuant to Article 5.1 to relinquish any portion of the Contract Area designated as a Production Area.

5.3 Unless the Contract Area is earlier surrendered or the Contract is terminated, Contractor shall furnish the Minister with a description of the boundaries of the part to be relinquished not less than ninety (90) days in advance of the deadline for the relinquishment prescribed in Article 5.1.

5.4 The area designated under Article 5.3 for relinquishment shall be as far as practicable rectangular bounded by lines running due north and south and due east

and west, having the longer side no more than three (3) times the shorter side. Unless the Minister specifically consents, no individual rectangular area relinquished shall be less than thirty per cent (30%) of the total area being relinquished at such time.

5.5 Article 5.4 shall also apply where a Contractor voluntarily surrenders a part of the Contract Area.

5.6 Contractor shall relinquish rights to conduct Petroleum Operations in a Production Area upon the written request of the Minister where, for reasons other than Force Majeure, Contractor has ceased, voluntarily or intentionally, normal Production of such Production Area for more than one hundred and eighty (180) consecutive days in cases which are approved by the Minister or the Contractor is carrying out scheduled maintenance under an approved Work Programme and budget.

5.7 No relinquishment shall relieve Contractor of accrued, but unfulfilled obligations under the Contract. In the event that Contractor desires to relinquish its rights hereunder in all of the Contract Area without having fulfilled all accrued obligations Contractor or its guarantor shall pay the Minister prior to the date of such proposed total relinquishment an amount equal to the remaining amount of the non-discharged guarantees under Article 8 corresponding to such accrued, but unfulfilled obligations.

5.8 Prior to relinquishment of any area, Contractor shall perform all necessary abandonment programme activities in accordance with the sound and current international Petroleum industry practices to restore such area as nearly as possible to the condition in which it existed on the Effective Date, including removal of such Facilities, equipment or installations as the

Minister may instruct, and shall take action necessary to prevent hazards to human life, property and the environment which may be caused by its Facilities, equipment or installations.

ARTICLE 6

RETAINED EXPLORATION AREA

6.1 Where Contractor declares a Commercial Discovery in the Contract Area during the Exploration Period specified in Article 4.1 or any extension as provided for under Article 4.4, Contractor shall have the option, exercisable by notice to the Minister at least one hundred and twenty (120) days before the relinquishment required under Article 5.1(c), to retain up to thirty per cent (30%) of the original Contract Area or an area to be mutually agreed by the Minister and Contractor if justified by Contractor's Work Programme for ongoing Exploration. The notice to the Minister:

- (a) shall specify the coordinates of the Exploration area selected for retention, which shall be comprised of no more than two (2) separate rectangular blocks that comply with the specifications stated in Article 5.4; and
- (b) shall contain Contractor's proposed Exploration Work Programme and budget corresponding to such area for the balance of the current Calendar Year and the next two (2) Calendar Years.

Provided the Minister approves the Exploration Work Programme and budget submitted with the aforementioned notice, Contractor shall have the right to conduct Petroleum Operations in the retained Exploration area for the approved period.

6.2 If Contractor wishes to retain any portion of the Exploration area selected under Article 6.1 beyond the date for which an agreed programme is committed,

Contractor shall propose, for the Minister's approval, an Exploration Work Programme and budget of no more than two (2) Contract Years on a one-time only basis for such area selected under Article 6.1. Such proposal shall be presented to the Minister at least ninety (90) days before the end of the period for which an Exploration Work Programme has been approved. Should no Discoveries have been made in the Retained Exploration Area, Contractor shall be required to relinquish the Retained Exploration Area.

6.3 In the event of a Discovery in the Retained Exploration Area, the procedure applies as that which is stated in Article 13.3.

ARTICLE 7

MINIMUM EXPLORATION WORK PROGRAMME

7.1 Contractor shall commence Exploration Operations hereunder within ninety (90) days after the Effective Date. Such Exploration Operations shall be diligently and continuously carried out in accordance with sound and current international Petroleum industry practices for the duration of the Exploration Period.

7.2 During the first phase of the Exploration Period, Contractor shall carry out to the value ofUnited States Dollars (US\$.....) at least the following Minimum Exploration Work Programme consisting of Work Units:

(a) Geological:

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

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

(b) Geophysical:

- (i) Design, conduct and process a new full fold 3D seismic survey of at least (.....) square kilometres of full fold 3D seismic to the

value of approximately United States Dollars (US\$) equivalent to ... Work Units with shooting to commence within (..) Months after the Effective Date; and

- (ii) Evaluate, integrate and map all seismic data related to the Contract Area.

(c) Drilling:

Drilling of at least one (1) Exploration Well, to a depth of at least (.....) metres, true vertical depth below mudline to the value of approximatelyUnited States Dollars (US\$.....), equivalent to Work Units.

- (d) During the first phase of the Exploration Period, Contractor may propose to the Minister to alter the programme described under paragraphs (a) and (b) and the Minister shall approve of such change where the revised programme has an equal or larger number of Work Units and the revision is technically justified.

7.3 During the optional second phase of the Exploration Period, Contractor shall carry out to the value of approximately Million United States Dollars (US\$.....) at least the following Minimum Exploration Work Programme, consisting of Work Units:

(a) Drilling:

Drilling of at least one (1) Exploration Well, to a depth of at least (.....) metres, true vertical depth below mudline to the value of approximatelyUnited States Dollars (US\$.....), equivalent to Work Units.

- (b) During the second phase of the Exploration Period, Contractor may propose to the Minister to alter the programme described under paragraph (a) and the Minister shall approve of such change where the revised programme has an equal or larger number of Work Units and the revision is technically justified.

7.4 During the optional third phase of the Exploration Period, Contractor shall carry out to the value of approximatelyUnited States Dollars (US\$.....) at least the following Minimum Exploration Work Programme, consisting of Work Units:

(a) Drilling:

Drilling of at least one (1) Exploration Well, to a depth of at least(.....) metres, true vertical depth below mudline to the value of approximatelyUnited States Dollars (US\$.....), equivalent to Work Units.

- (b) During the third phase of the Exploration Period, Contractor may propose to the Minister to alter the programme described under paragraph (a) and the Minister shall approve of such change where the revised programme has an equal or larger number of Work Units and the revision is technically justified.

7.5 For purposes of the Minimum Exploration Work Programme under Articles 7.2 through Article 7.4:

- (a) The obligations related to the second phase or third phase of the Exploration Period will accrue only if Contractor elects to enter such subsequent phase by notice pursuant to Article 4.3.

- (b) In the event that an Exploration Well attains the minimum depth requirement in a prospective zone, Contractor shall be required to continue drilling to a depth which will ensure penetration of and allow for the proper evaluation of the entire prospective zone, provided such further drilling is operationally and technically feasible. Such further drilling shall be credited against any other outstanding drilling Work Units in that current phase on a dollar for dollar basis which will be determined using Annex "E".

- (c) Additional line kilometres of seismic and additional Exploration Wells beyond the minimum work obligation required for any phase of the Exploration Period may be carried forward to satisfy the respective work obligations of a subsequent phase of the Exploration Period provided that the Work Units for the current phase of the Exploration Period has been satisfied. Such additional Exploration Wells and seismic studies shall be credited against any Work Units in that subsequent phase of the Exploration Period on a dollar for dollar basis which will be determined using Annex "E".

7.6 Neither Appraisal wells nor seismic surveys nor any other Petroleum Operations carried out as part of an Appraisal Programme or Assessment Plan approved under Article 13.2 or Article 13.3 shall discharge Contractor of obligations in respect of the Minimum Exploration Work Programme.

7.7 If in the course of drilling an Exploration Well,

Contractor, in its reasonable opinion and after consultation with the Minister, decides that drilling to the depth specified is impossible or imprudent in accordance with accepted petroleum industry drilling and engineering practice, Contractor may discontinue such operation. Such shortage of drilling depth shall not relieve Contractor of the minimum drilling work obligations under Article 7.

7.8 Where the Contractor, in the course of conducting the Minimum Exploration Work Programme, meets the value ofUS dollars consisting of Work Units as provided in Clauses 7.2, 7.3 and 7.4 of this ~~PSC~~ Contract, the Minister shall require the Contractor to satisfy the Minimum Exploration Work Programme, notwithstanding that such work unit commitment has been met.

ARTICLE 8

GUARANTEES

8.1 On the Effective Date, upon commencement of each subsequent phase of the Exploration Period entered into under Article 4 and upon the approval being granted for an Exploration Work Programme under Article 6 or for any Appraisal Programme or Assessment Programme pursuant to Article 13.2(c) or 13.5(c), Contractor shall provide the Minister with irrevocable guarantees from a guarantor of financial substance acceptable to the Minister for an amount equal to:

- (a) the value of the Work Units committed to for the relevant Work Programme or phase;
- (b) the sum of Four Hundred Thousand United States Dollars (US\$400,000.00) for the performance of any obligation under the Contract other than those covered by the guarantees under (a) above.

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

8.2 The respective amounts of the guarantees for obligations arising out of Work Programmes referred to in Article 8.1 shall be:

- (a) For the first phase of the Exploration Period -
..... United States Dollars (US\$.....);
- (b) For the second phase of the Exploration Period -
..... United States Dollars (US\$.....);
- (c) For the third phase of the Exploration Period -

..... United States Dollars (US\$.....)

8.3 Upon delivery to the issuing guarantor of a certificate from Contractor countersigned on behalf of the Minister by a duly authorized official that the corresponding Work Units have been completed in accordance with the Contract and that all technical data related thereto have been delivered to the Minister the guarantee(s) shall be cancelled and discharged. On the approval of the Minister, the Guarantee may be reduced by the value of the Work Units where a portion of the work obligation have been completed with regard to the applicable phase of the Exploration Period or Work Programme.

8.4 Where Contractor has failed to perform, in accordance with this Contract, all or any part of accrued Work Programmes:

- a) at the end of any phase of the Exploration Period;
- b) at the end of an approved period in respect of a retained Exploration area pursuant to Article 6;
- c) at the end of an approved period in respect of an Appraisal Programme or Assessment Programme pursuant to Article 13.2(c) and 13.5(c); or
- d) upon termination of this Contract,

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

8.5 On the Effective Date Contractor shall deliver to the Minister in a form acceptable to the Minister an undertaking from a financially, technically and legally competent parent company that such parent company shall provide all technical and financial resources that its subsidiary may require to meet on a timely basis Contractor's obligations under the Contract.

ARTICLE 9

COORDINATION COMMITTEE

9.1 Within ten (10) days after the Effective Date, a Coordination Committee composed of four (4) members, two (2) of whom shall be appointed by the Minister and two (2) by Contractor, shall be established. A Party, by at least ten (10) days' notice to the other Party, may replace one or more of its members on the Coordination Committee. The chairman of the Coordination Committee shall be appointed by the Minister from the members appointed by him, and the secretary shall be named by Contractor from among its appointees. Additional representatives of either Party may attend meetings as observers or alternate members.

9.2 The mandate of the Coordination Committee is to assist Contractor in its activities under this Contract by providing a forum for continuous dialogue and flow of information between Contractor and the Minister regarding Contractor's planned activities and progress related to the Contract Area. The Coordination Committee shall review proposals for revisions to agreed Work Programmes and budgets and periodically evaluate Contractor's progress in respect of approved Work Programmes, budgets, marketing, local content initiatives and other matters related to Petroleum Operations under this Contract.

9.3 Ordinary meetings of the Coordination Committee shall be held quarterly in Port of Spain, or any other location agreed by the Parties. Special meetings of the Coordination Committee may be called on reasonable notice by either Party for the purpose of considering any major development or problems in Petroleum Operations.

9.4 The secretary's minutes of a meeting shall be prepared, circulated, approved and signed by a representative of each Party within fourteen (14) days after adjournment of the meeting. A copy of such minutes shall be delivered to each of the Parties for information and appropriate action.

9.5 The Coordination Committee may from time to time designate one or more technical committees, composed of specialists appointed by the Parties to assist as required.

ARTICLE 10

UNDERTAKING BY CONTRACTOR

10.1 Resident Representative: Within thirty (30) days after the Effective Date Contractor shall designate a representative residing in Trinidad and Tobago who shall have full authority to represent it in respect of matters related to the Contract and to receive notices addressed to Contractor.

10.2 Office: Within ninety (90) days after the Effective Date, Contractor shall establish and maintain an office in Trinidad and Tobago with sufficient competence and capacity to conduct and perform Petroleum Operations in accordance with the terms of this Contract.

10.3 Conduct of Petroleum Operations: Contractor shall conduct Petroleum Operations hereunder in a continuous, diligent, and workmanlike manner, in accordance with applicable law and the Contract, and sound and current international Petroleum industry practices and environmental standards applicable from time to time in similar circumstances, all designed to achieve efficient and safe Exploration and Production of Petroleum and to maximize the ultimate economic recovery of Petroleum from the Contract Area. In this regard, Contractor shall ensure that all materials, equipment, technologies and facilities used in Petroleum Operations comply with sound and current engineering and environmental standards accepted in the international petroleum industry, and are kept in good working order.

10.4 Local Content Commitment: Contractor shall comply with all Local Content Legislation and Policies that are in effect and which may be amended from time to time. In performing Petroleum Operations under the

Contract, Contractor shall provide for the maximum utilization of Local Goods, Local Services and local facilities available in Trinidad and Tobago in accordance with the provisions of Article 25. Contractor shall employ with priority nationals in all aspects of Petroleum Operations and shall undertake the training and development of such personnel in accordance with the provisions of Article 25.6. The Work Programmes and budgets submitted and reported pursuant to Articles 14 and 15 should indicate Contractor's estimate of the Local Content component of ongoing Petroleum Operations.

10.5 Notification of Work: Contractor shall provide the Minister with regular and complete information concerning all Petroleum Operations and shall present to the Minister prior to execution of specific work information relative thereto.

10.6 Records: Contractor shall prepare and maintain in Trinidad and Tobago at all times during the term of the Contract accurate and current records of its Petroleum Operations hereunder.

10.7 Reports: In accordance with Annex "B", Contractor shall submit to the Minister detailed daily drilling reports and monthly physical progress reports covering in reasonable detail all the activities carried out under this Contract, as well as all other reports as may be required by the Minister.

10.8 Comprehensive Technical and Commercial Evaluation: Within ninety (90) days after completion of the Minimum Exploration Work Programme under Articles 7.2, 7.3 and 7.4 respectively, and Work Programme under Article 6 and Appraisal Programme or Assessment Programme under Article 13, Contractor shall prepare and present to the Minister a comprehensive technical and commercial

evaluation of the Petroleum potential of those portions of the Contract Area for which Exploration Operations and other activities have been performed or evaluated by the work conducted.

10.9 Information: Contractor shall provide to the Minister in accordance with Annex "B" any and all data, reports, samples, information, interpretation of such data and all other information or work product pertaining to the Contract Area including in particular all data for which the cost was recorded by Contractor as a cost of Petroleum Operations. Contractor may retain for use in Petroleum Operations hereunder copies of technical data. All original data shall be delivered by Contractor to the Minister not later than the end of the term of the Contract. Subject to the prior approval of the Minister, Contractor may:

- (a) export original data;
- (b) retain for use in Petroleum Operations hereunder original technical data; and
- (c) export for processing or laboratory examination or analysis, samples or other original materials, provided that samples equivalent in size and quality or, where such material is capable of reproduction, copies of equivalent quality have first been delivered to the Minister.

10.10 Inspection by the Minister:

- (a) Contractor shall enable at all reasonable times the duly authorized representatives of the Minister and other agencies of the Government to inspect any part of Petroleum Operations and all

facilities, installations, offices, records, books or data related to Petroleum Operations.

- (b) All duly authorized representatives of the Minister and other agencies of the Government agree to abide by the posted or published safety rules of Contractor during such inspections.

10.11 Use of Facilities: Contractor shall provide facilities to a reasonable number of duly authorized representatives of the Minister and other agencies of the Government to perform their duties and obligations in relation to this Contract, including in the case of field operations, transportation, lodging, food and other amenities at equal conditions as those supplied by Contractor to its own staff.

10.12 Loss or Damage: Contractor shall bear responsibility in accordance with applicable law for any loss or damage to third parties caused by its employees' or Subcontractors' wrongful or negligent acts or omissions and indemnify the Minister and the Government against all claims and liabilities in respect thereof.

10.13 Legal Proceedings: Each Party shall inform the other Party as soon as is reasonably possible of any legal proceedings initiated by or against a Party in relation to this Contract. The relevant Party shall also provide to the other Party details of the claims made and quarterly reports of these proceedings.

10.14 Environment, Pollution, Safety: While conducting Petroleum Operations and in accordance with the sound and current international Petroleum industry practices, Contractor shall take and ensure that its Subcontractors and agents take necessary measures for safety of life; conservation of property, crops, fish, wildlife; safety

of navigation; protection of the environment; prevention of pollution; and safety and health of personnel, including but not limited to:

- (a) ensuring security areas around all machinery and equipment;
- (b) with respect to onshore support facilities, erecting of fences, if applicable, at a distance of not less than fifty (50) metres from any drilling rig, generator, or other equipment of a dangerous nature;
- (c) providing secure storage areas for all explosives, detonators, and similar dangerous materials used in Petroleum Operations;
- (d) preventing pollution or damage to any water-bearing formations and other natural resources;
- (e) containing any blowout, fire or other emergency situation that would result in loss of reserves or damage to the reservoir;
- (f) preventing unintentional entrance of fluids into Petroleum formations and the Production of Crude Oil or Natural Gas from reservoirs at higher rates than consistent with good Petroleum industry practice;
- (g) taking all necessary precautions to prevent pollution of or damage to the environment including the undertaking of remedial measures within a reasonable period to repair or offset damage to the environment in cases where the Minister determines that any works or installations erected by Contractor or any

operations conducted by or on behalf of Contractor endanger third party property or cause pollution or harm to wildlife or the environment, including where pollution occurs promptly to treat or disperse it in an environmentally acceptable manner;

- (h) reporting to the Minister within twenty-four (24) hours in cases of death or serious injury to workers in the performance of duties connected with Petroleum Operations;
- (i) arranging an adequate supply of first-aid medicines and equipment in each area and maintaining a healthy environment for the workers;
- (j) providing safety and fire-fighting equipment and training of personnel in the use of such equipment in each work area; and
- (k) participating in the National Oil Spill Contingency Plan, as is in force from time to time, and, in addition and without prejudice to its obligations thereunder, preparing and submitting to Minister for approval prior to commencing any drilling activities, an oil spill and fire contingency plan, which plan shall be implemented in the event of such a catastrophe.

10.15 Joint Operating Agreement: In the event there is more than one (1) Contractor Party, a joint operating agreement between the entities shall be executed within ninety (90) days of the Effective Date and submitted to the Minister for his information. Contractor shall also supply to the Minister for his information any other agreements executed by the entities

comprising Contractor relating to the conduct of Petroleum Operations under this Contract within ten (10) days of execution of such agreements. Changes made to any of these agreements shall be submitted to the Minister for his information within ten (10) days of the execution of such changes.

10.16 No change in the Operator shall take effect unless it has been approved by the Minister.

ARTICLE 11

ANCILLARY RIGHTS OF CONTRACTOR

11.1 Contractor shall for the efficient conduct of Petroleum Operations have the right subject to appropriate arrangements with other operators and/or relevant authorities and as approved by the Minister:

- (a) to access to and from the Contract Area and to and from facilities pertaining to Petroleum Operations hereunder wherever located at all times, and to use of the land, sea and seabed required; and
- (b) to use in Petroleum Operations sand, gravel and water belonging to the public domain in accordance with the relevant laws and on payment of the generally prevailing charge for such resources in the locality of use.

ARTICLE 12

ASSISTANCE BY MINISTER

12.1 To enable Contractor to implement the Contract expeditiously and efficiently, the Minister shall use best efforts when specifically requested by Contractor to assist Contractor among other things, in:

- (a) obtaining rights to use land, rights of way, permits and/or easements as may be required for the conduct of Petroleum Operations;
- (b) obtaining licences or permits for transportation and communication facilities;
- (c) complying with import/export controls and regulations and custom formalities and where applicable obtaining exemptions from customs and other duties;
- (d) obtaining entry and exit visas for the foreign employees of Contractor and foreign Subcontractors who may come to Trinidad and Tobago for the implementation of the Contract, and members of their families;
- (e) obtaining relevant work permits;
- (f) obtaining access to all geological, geophysical, drilling, well and Production information in the Contract Area; and
- (g) transacting business with Government authorities in general.

12.2 Upon presentation of appropriate documentation to Contractor, the Minister shall be promptly reimbursed by Contractor for all reasonable expenses incurred in providing the assistance requested by Contractor in accordance with this Article 12.

ARTICLE 13

DISCOVERY, COMMERCIALIZATION PROCEDURE

13.1 If a Discovery is made in an Exploration Well, Contractor shall:

- (a) immediately notify the Minister of such Discovery;
- (b) within thirty (30) days thereafter provide the Minister with all available information regarding the Discovery, including a preliminary classification of the Discovery as Crude Oil or Natural Gas; and
- (c) within ninety (90) days after such Discovery, also notify the Minister whether or not it considers the Discovery of Crude Oil or Natural Gas to have commercial potential.

13.2 Evaluation of Commercial Potential of Discovery of Crude Oil

(a) If Contractor pursuant to Article 13.1(c) notifies the Minister that a Discovery of Crude Oil has commercial potential, it shall within thirty (30) days after such notice present to the Minister for approval an Appraisal Programme. The Appraisal Programme shall be deemed approved as submitted if the Minister does not respond in writing within sixty (60) days of receipt of the Appraisal Programme.

- (b) The Appraisal Programme shall:
 - (i) identify the Appraisal Area; and
 - (ii) specify in reasonable detail the Appraisal work including, but not limited to, seismic, drilling of wells and studies to be carried out, the estimated cost of these works, the Work Units related to these works and the time frame within which Contractor shall commence and complete the Appraisal Programme.
- (c) Contractor shall carry out the approved Appraisal Programme under Article 13.2(a) within the time frame specified therein. Contractor may amend the Appraisal Programme subject to the Minister's prior approval.
- (d) Within ninety (90) days after completion of the Appraisal Programme, Contractor shall submit to the Minister a comprehensive evaluation report on the Appraisal Programme. Such evaluation report shall include, but not be limited to, the following information: geological conditions, such as structural configuration; physical properties and extent of reservoir rocks; pressure, volume and temperature analysis of the reservoir fluid; fluid characteristics, including gravity and composition of liquid and gaseous hydrocarbons, sulphur percentage, sediment and water percentage, and product yield pattern; Production forecasts (per well and per Field); and estimates of recoverable reserves, projected delivery rate and pressure, quality specifications and other relevant technical and

economic factors including economic feasibility studies carried out by Contractor in respect of its declaration made under Article 13.6

13.3 Evaluation of Commercial Potential of Discovery of Natural Gas

- (a) If Contractor pursuant to Article 13.1(c) notifies the Minister that a Discovery of Natural Gas has commercial potential, it shall within ninety (90) days after such notice present to the Minister for approval an Assessment Plan. The Assessment Plan shall be deemed approved as submitted if the Minister does not respond within sixty (60) days of receipt thereof.
- (b) The Assessment Plan shall:
 - (i) identify the Assessment Area which shall not exceed the area encompassing the geological structure or feature in which the Discovery is made and a reasonable margin surrounding such structure or feature to be mutually agreed by the Minister and Contractor;
 - (ii) specify in reasonable detail the work that is needed to assess the Discovery, which may include but not be limited to seismic, drilling of wells and studies to be carried out, the estimated cost of these works and the time frame within which Contractor shall commence and complete such works;
 - (iii) identify and evaluate potential marketing options for all Available Natural Gas, including the options provided for in Article 2.1 of Annex D provided however, that the pricing arrangement shall comply with Article 11 of Annex "D."; and

- (iv) in all other cases, the Assessment Plan shall incorporate potential marketing opportunities identified in discussions between the Minister and Contractor, including an analysis of marketing options in the Internal Market provided however, that the pricing arrangement shall comply with Article 11 of "Annex D".
- (c) Contractor shall carry out the approved Assessment Plan under Article 13.3(a) within two (2) years .
- (d) Contractor may amend the Assessment Plan subject to the Minister's prior approval.
- (e) Within ninety (90) days after completion of the works included in the approved Assessment Plan, Contractor shall submit to the Minister a comprehensive evaluation report including all available commercial and technical information relevant to the determination of a market for Available Natural Gas.
- (f) Within ninety (90) days after the evaluation report under Article 13.3(e) has been submitted, the Minister shall notify Contractor of the marketing arrangements which the Minister has decided to elect pursuant to Article 2.1 of Annex "D".
- (g) Within sixty (60) days of such notification by the Minister, Contractor shall notify the Minister whether or not it wishes to:
 - (i) retain the Natural Gas Discovery for a market development phase in accordance with

Article 16.1;

- (ii) declare that the Discovery is a Commercial Discovery; or
- (iii) declare that the Discovery is not a Commercial Discovery in which event Contractor shall be required to relinquish the areas pursuant to Article 5.

Evaluation of Commercial Potential in respect of a Pre-Existing Field

- 13.4 (a) In the event there is a Pre-Existing Field within the Contract Area in respect of Commercial Production has not yet commenced, the Contractor shall submit an Appraisal Programme or Assessment Programme to the Minister for approval in accordance with Article 13.2 (a) or Article 13.3 (a) within six (6) months after the Effective Date and shall thereafter be subject to the remaining provisions of Article 13.2 or Article 13.3 in respect of such Pre-Existing Field; and
- (b) In the event there is a Pre-Existing Field within the Contract Area in respect of which Commercial Production had previously occurred, Contractor shall submit an annual Development Plan and Production Work Programme and budget for that Pre-Existing Field in accordance with Article 15.1, provided however that, should Contractor deem that Commercial Production is no longer feasible in respect of such Pre-Existing Field and the Minister concurs, Contractor shall submit an abandonment programme and budget in accordance with Article 37.

13.5 Optional Further Assessment of a Natural Gas
Discovery during Market Development Phase

- (a) Within the term of the Contract including any market development phase granted under Article 16.1, Contractor may apply to the Minister for approval and upon approval being granted promptly carry out a further Assessment Programme of the Natural Gas Discovery or may directly present an evaluation report based on the Assessment Plan or the market development phase pursuant to Article 16.1 hereof.
- (b) The Assessment Programme shall:
 - (i) identify the Assessment Area; and
 - (ii) specify in reasonable detail the Assessment work, including but not limited to seismic, drilling of wells and studies to be carried out, the estimated cost of these works and the Work Units related to these works and the time frame within which Contractor shall commence and complete the programme.
- (c) Contractor shall carry out the approved Assessment Programme under Article 13.5(a) within the time frame specified therein. Contractor may amend the Assessment Programme subject to the Minister's prior approval.
- (d) Within ninety (90) days after completion of the Assessment Programme, Contractor shall submit to the Minister a comprehensive evaluation report

on the Assessment Programme. Such evaluation report shall include, but not be limited to, the following information: geological conditions, such as structural configuration; physical properties and extent of reservoir rocks; pressure, volume and temperature analysis of the reservoir fluid; fluid characteristics, including gravity and composition of liquid and gaseous hydrocarbons, sulphur percentage, sediment and water percentage, and product yield pattern; production forecasts (per well and per Field); and estimates of recoverable reserves, projected delivery rate and pressure, quality specifications and other relevant technical and economic factors including economic feasibility studies carried out by Contractor in respect of its declaration made under Article 13.7. Such report shall also include an analysis of marketing options in the Internal Market of Trinidad and Tobago.

13.6 If Contractor fails to present an Appraisal Programme under Article 13.2(a) or Assessment Plan under Article 13.3(a) that is acceptable to the Minister, Contractor shall upon the request of the Minister at any time thereafter relinquish an area which shall contain as a minimum the geological structure or feature in which the Discovery was made. Either Party shall have the right to refer this matter to dispute resolution in accordance with the terms of Article 33, in which case Contractor shall not be obliged to relinquish as aforesaid unless and until a determination to this effect is made pursuant to the dispute resolution process.

13.7 Declaration of Commercial Discovery Pursuant To 13.2 for Oil or 13.5 After Further Assessment of a Natural Gas Discovery

With the submission of the applicable evaluation report pursuant to Articles 13.2 and 13.5 or on or before the end of the market development phase of the Natural Gas Discovery, Contractor shall submit a written declaration to the Minister indicating, that it has determined the Discovery is either:

- (a) a Commercial Discovery; or
- (b) not a Commercial Discovery in which event Contractor shall be required to relinquish the areas pursuant to Article 5.

13.8 (a) If Contractor declares pursuant to Article 13.3 (g) (ii) or 13.7(a) that a Discovery is a Commercial Discovery, Contractor shall submit to the Minister for approval, within ninety (90) days of such declaration, the following:

- (i) a proposed Development Plan;
- (ii) a proposed designation of the Production Area;
- (iii) a comprehensive environmental impact study covering the proposed Development and any related Facilities inside or outside of the Contract Area; and
- (iv) evidence that Contractor is complying with the applicable legislation respecting approvals required by environmental authorities.

The proposed Development Plan, Production Area and environmental impact study shall be deemed

approved as submitted if the Minister does not respond within ninety (90) days of receipt thereof.

- (b) In the event the Minister and Contractor are unable to reach agreement on any objections raised or changes proposed by the Minister, Contractor or the Minister shall have the right to request determination of the disputed issues pursuant to Article 33, in which case the decision shall be binding on both the Minister and Contractor.
- (c) Upon approval being granted, Contractor shall proceed promptly and diligently and in accordance with sound and current international Petroleum industry practices to develop the Discovery, to install all necessary Facilities, to commence Commercial Production and to produce the Field in a manner that will achieve maximum economic recovery of the reserves. Production shall continue without interruption unless the Minister is satisfied that the interruption is justified for technical or other reasons.

13.9 Contractor's proposed Development Plan under Article 13.8 (i) shall detail Contractor's proposals for Development and operation of the Production Area and of any Facilities up to the Measurement Point required outside of the Production Area. Such Development Plan shall set forth:

- (i) production parameters;
- (ii) number and spacing of wells;
- (iii) the Facilities (including proposed locations) to

be installed for Production, storage, transportation and loading of Petroleum;

- (iv) an estimate of the overall cost of the Development, and estimates of the time required to complete each phase of the Development Plan;
- (v) a Production forecast and an estimate of ongoing capital and operating expenses involved to achieve the Production profile, marketing arrangements for all Available Petroleum and any other factor which would affect the economic or technical feasibility of the proposed Development;
- (vi) profitability estimates;
- (vii) safety measures to be adopted;
- (viii) measures to be implemented for the employment of nationals and the utilization of Local Goods and Local Services;
- (ix) the proposed plan for abandonment and decommissioning of Facilities.;
- (x) a Marketing Plan as referred to in Annex D, as well as an evaluation of the marketing options for all Available Natural Gas, including the options provided for in Article 2.1 of Annex D; and
- (xi) such other particulars as Minister may direct.

13.10 Any significant changes to an approved Development Plan or proposals related to extension of a

Field (including the producing life of the field or the areal extent of the field) or for enhanced recovery projects shall be discussed among the Parties and if agreed shall be submitted in writing to the Minister for his prior approval. Such changes shall be deemed approved as submitted if the Minister does not respond within sixty (60) days of receipt thereof.

13.11 Notwithstanding Articles 13.1, 13.2 and 13.3 where Contractor makes a Crude Oil and Natural Gas discovery simultaneously, Contractor may firstly submit an Appraisal Programme to the Minister and produce the Crude Oil. Thereafter, the Contractor may submit an Assessment Plan to the Minister to develop the Natural Gas.

ARTICLE 14

EXPLORATION WORK PROGRAMME

14.1 (a) Contractor shall present to the Minister for approval with respect to each Calendar Year during the Exploration Period an annual Work Programme and budget for the Contract Area. The Work Programme and budget shall be deemed approved as submitted if the Minister does not respond within sixty (60) days of receipt. The first such Work Programme and budget shall be submitted within thirty (30) days after the Effective Date and each subsequent Work Programme and budget at least sixty (60) days before the beginning of the relevant Calendar Year.

(b) Within thirty (30) days following the end of each Quarter of the Calendar Year, Contractor shall provide to the Minister a status report specifying the work and Work Units carried out during that Quarter, the approximate costs incurred during such period and any changes that Contractor plans to make to the Work Programme and budget as a result of operations to date in that Calendar Year. The status report corresponding to the fourth Quarter of each Calendar Year shall also contain an annual summary of the quarterly reports for that Calendar Year.

14.2 In respect of the retained Exploration area approved under Article 6, the Appraisal Area under Article 13.2 (b) (i) and the Assessment Area under Article 13.3 (b) (i), the provisions of 14.1(b) shall apply.

14.3 Subject to Contractor's obligations under Article 7 and the Minister's prior approval, Contractor may amend the Work Programme and budget approved under Article 14.1. The amended Work Programme and budget shall be approved by the Minister.

ARTICLE 15

DEVELOPMENT AND PRODUCTION WORK PROGRAMMES AND BUDGETS

15.1 Commencing in the Calendar Year in which the Minister approves the first Development Plan for the Contract Area, Contractor shall prepare and submit to the Minister for approval, in such form as the Minister may direct, an annual Development and Production Work Programme and budget detailing by Calendar Quarter all aspects of the proposed Petroleum Operations to be carried out in relation to each Production Area and related Facilities, the estimated cost thereof, duration and location of each operation, and, where applicable, the estimated monthly rate of Production for each Production Area. Each proposed Work Programme and budget shall also include a forecast of yearly Development and Production activity and expenditure for the ensuing period of four (4) Calendar Years or the period up to the end of the term of the Contract, whichever is shorter.

15.2 The first Development and Production Work Programme and budget, covering the balance of the Calendar Year in which the first Development Plan is approved shall be submitted within thirty (30) days after the date of approval of such Development Plan. Thereafter, Contractor shall submit its proposed annual Work Programme and budget at least one hundred and twenty (120) days before the beginning of the relevant Calendar Year.

15.3 Contractor's proposed Development and Production Work Programme and budget shall be deemed approved as submitted if the Minister does not respond in writing within sixty (60) days after receipt.

15.4 If the Minister objects to any part of Contractor's proposal, he shall notify Contractor within the period specified in Article 15.3. The Minister's notice shall specify the modifications required by the Minister and the reasons for same. If Contractor considers that any revision required by the Minister renders the Work Programme and budget unacceptable to Contractor, Contractor shall within twenty-five (25) days after receipt notify and substantiate to the Minister its reasons for that decision. Forthwith the Minister and Contractor shall meet with a view to resolving any differences. If they fail to resolve their differences by the beginning of the Calendar Year for which the Work Programme is to apply, Contractor shall incorporate the modifications requested by the Minister into the proposed Work Programme and budget submitted under Article 15.2 to the extent such changes:

- (a) do not increase or decrease any line item of such proposed Work Programme and budget by more than ten per cent (10%); and
- (b) do not materially alter the Development Plan as approved by the Minister provided that the Development and Production Work Programme and budget is consistent with such Development Plan.

15.5 The Minister may, for good reason, direct Contractor to modify the proposed rate of Production from any Field from which more than fifty per cent (50%) of the Production on an Energy Equivalent Basis is Crude Oil, provided always that such changes in Production levels shall not significantly alter the Production levels agreed to between the Minister and Contractor in the then current Development Plan. Notwithstanding the above provisions the Minister reserves the right to modify Production levels for safety considerations.

15.6 Contractor shall deliver to the Minister within twenty-one (21) days after each Calendar Quarter a status report on the operations conducted and costs incurred under the approved Development and Production Work Programme and budget during such Calendar Quarter. The status report shall forecast any significant changes to such approved Work Programme and budget that Contractor anticipates may be necessary during the balance of the Calendar Year. The report corresponding to the last Quarter of each Calendar Year shall also include a year-end summary of operations and costs during such Calendar Year.

ARTICLE 16

NATURAL GAS

16.1 Where Contractor pursuant to Article 13.3(g) (i) hereof has notified the Minister of intent to enter into a market development phase for the Discovery, Contractor and the Minister shall, within sixty (60) days after the election, define by mutual agreement` the portion of the Contract Area to be subject to the market development phase. Such portion shall not exceed the area encompassing the geological structure or feature in which the Discovery was made and a reasonable margin surrounding such structure or feature to be mutually agreed by the Minister and Contractor.

16.2 Subject to Articles 16.1 and 16.3, the duration of such market development phase shall not exceed seven (7) years from the date of Contractor's notice under Article 13.3(g) (i). The market development phase shall end on the first to occur of:

- (a) the date following that on which the Natural Gas Discovery is declared a Commercial Discovery;
- (b) the date that Contractor voluntarily surrenders the market development area; or
- (c) seven (7) years after the date of Contractor's notice under Article 13.3(g) (i).

Contractor shall be deemed to have relinquished all rights to the Natural Gas Discovery if it does not declare the Discovery a Commercial Discovery by the end of the market development phase.

16.3 During the market development phase, Contractor

shall pay to the Minister at the end of each year of the market development phase or upon earlier termination an annual holding fee of Two Million United States Dollars (US\$2,000,000.00), reduced by duly verified amounts that Contractor has expended during such year under specific programmes approved by the Minister on activities or projects directly attributable to the market development area. Expenditures for the following types of activities will be eligible as credits against the holding fee:

- (a) further geochemical, geophysical or geological surveys in the market development area;
- (b) the drilling and testing of any well in the market development area;
- (c) consulting, feasibility and marketing studies; and
- (d) market development for projects approved by the Minister.

Amounts expended in a particular year in excess of the holding fee may be carried forward as a credit against the following years' holding fees if agreed by the Minister in his approval of the programme under which the expenditure was made. The holding fee shall be applied on a pro rata daily basis in the event Contractor relinquishes the market development area or declares such Natural Gas Discovery to be a Commercial Discovery prior to the end of such year.

16.4 Save and except where the Minister elects the options stated in Article 2.1(b), (e) and (f) of Annex D, Contractor shall have primary responsibility for identification of a market for all Available Natural Gas from the market development area and the marketing

procedures of Annex "D" shall apply to such Government's share of Profit Natural Gas.

16.5(a) Where the Minister elects the option stated in Article 2.1(a) of Annex "D", Contractor shall have primary responsibility for developing a market for all Available Natural Gas from the market development area and for negotiation of arrangements for the sale thereof on a joint dedicated basis at prices and terms common to both the Minister and Contractor. Contractor shall provide for the active participation of representatives of the Minister in all such market development activities and related negotiations.

(b) Where the Minister elects either of the options stated in Articles 2.1(c) and (d) of Annex "D", Contractor shall have primary responsibility for developing a market for all Available Natural Gas from the market development area and for negotiation of arrangements for the sale thereof.

(c) The marketing arrangements for any Natural Gas sales contract pursuant to (a) and (b) above shall be subject to approval by the Minister. In applying for such approval Contractor shall demonstrate to the Minister that the price of such Natural Gas at the Measurement Point represents the Fair Market Value obtainable for such Natural Gas. The approval of any export project shall be at the discretion of the Minister, provided however that the pricing arrangement is in accordance with the requirements and principles contained in Annex "D".

16.6 Contractor may apply to the Minister for the granting of an additional period, to be added to the term

of this Contract, to facilitate the sale of Natural Gas under a gas sales contract as contemplated under Articles 16.4 and 16.5. The Minister shall, subject to the execution of such gas sales contract, extend the term of this Contract, with respect to the Natural Gas Production Area corresponding to such gas sales contract, for a period which will allow for the supply of Natural Gas under the terms of the gas sales contract.

16.7 Contractor shall apply to the Minister for such licences as may be required for operations in Trinidad and Tobago beyond the Measurement Point. Costs incurred in this regard shall not be subject to Cost Recovery under this Contract.

16.8 Contractor shall use with priority in Petroleum Operations, Associated Natural Gas, including use for reinjection for pressure maintenance or recycling operations to effect maximum economic recovery of Crude Oil.

16.9 The Minister may at any time call upon Contractor to deliver to the Minister at the Field separator without compensation any quantity of Natural Gas, produced in association with Crude Oil, not being required by Contractor for Petroleum Operations or for sale, which may be needed in the public interest, provided that delivery does not unreasonably interfere with Contractor's Petroleum Operations. The Minister shall at its own cost provide and maintain any Facilities beyond the delivery point required in connection with gathering, transport, processing or utilization of such Associated Natural Gas.

16.10 Contractor shall minimize flaring of any remaining Associated Natural Gas by re-injecting such Natural Gas into suitable strata or underground storage

in accordance with sound and current international Petroleum industry practices. Contractor shall seek the Minister's approval to flare any such Natural Gas which cannot be re-injected due to specific reservoir considerations or for other reasons that are in line with best practice employed in the petroleum industry. The decision to grant or refuse approval shall be at the Minister's sole discretion. Any approval shall be subject to terms and conditions to be determined by the Minister in light of the prevailing circumstances. Before flaring, Contractor shall take reasonable measures to ensure the extraction of natural gasoline and other liquids contained in the Associated Natural Gas if the Minister and Contractor agree that such extraction is economically justifiable. Notwithstanding anything in this Article to the contrary, Associated Natural Gas may be flared at any time if necessary for the conducting of well and production tests and during any emergency.

ARTICLE 17

BOOKS OF ACCOUNT, FINANCIAL REPORTING, AUDIT, AND
COST VERIFICATION

17.1 Contractor shall maintain in Trinidad and Tobago in accordance with the Accounting Procedure in Annex "C" and accepted accounting practices generally used in the international Petroleum industry, books of account and such other books and records as may be necessary to show the work performed under the Contract, the costs incurred and the quantity and value of all Petroleum produced and saved from the Contract Area and not used in Petroleum Operations.

17.2 Contractor shall prepare for each Calendar Year financial statements including a balance sheet and profit and loss statement reflecting its operations under the Contract. Accounting methods, rules and practices applied for determining revenue and expense shall be consistent with sound and current international Petroleum industry practices and the Laws of Trinidad and Tobago. Each Contractor Party shall also provide the Minister with financial statements for each Calendar Year. Each financial statement shall be certified by an independent certified firm of chartered accountants acceptable to the Minister and shall be submitted, along with the auditor's report to the Minister and the minister to whom responsibility for matters related to finance is assigned, within ninety (90) days after the end of the Calendar Year to which it pertains.

17.3 Contractor shall also provide the Minister with the various other financial reports required by Annex "C".

17.4 The Minister and/or the minister to whom

responsibility for matters related to finance is assigned shall have the right to inspect and audit Contractor's books, accounts and records relating to Petroleum Operations under the Contract for the purpose of verifying Contractor's compliance with the terms and conditions hereof. Upon reasonable advance notice such books, accounts and records shall be available in Trinidad and Tobago at all reasonable times for inspection and audit by duly authorized representatives of the Government, including independent auditors that may be employed by it. Fiscal audits shall be carried out within the period allowed under the Petroleum Taxes Act Chapter 75:04.

17.5 The Minister and/or the minister to whom responsibility for matters related to finance is assigned may require Contractor to engage the auditors of any of the entities comprising Contractor to examine at Contractor's cost and in accordance with generally accepted auditing standards, the books and records of an Affiliate to verify the accuracy and compliance with the terms of the Contract insofar as a charge from the Affiliate of Contractor (or of any entity comprising Contractor) is included directly or through Contractor as a reimbursable cost under the Contract. Whenever audit of an Affiliate's books is requested, the Minister shall specify in writing the item or items for which it requires verification from such independent audit. A copy of the independent auditor's findings shall be delivered to the Minister and the minister to whom responsibility for matters related to finance is assigned, within thirty (30) days after completion of such audit.

17.6 Subject to the Accounting Procedure and the auditing provisions of the Contract, the following procedure shall be implemented with respect to each Calendar Month to verify and establish promptly

Contractor's costs that qualify for Cost Recovery under Article 18.

- (a) Contractor shall submit a statement of expenditure in accordance with the procedure detailed in Annex "C" to the Minister who shall verify that:
 - (i) claimed costs qualify for Cost Recovery under the terms of the Contract and the Accounting Procedure; and
 - (ii) the claimed amount of a qualifying cost is correct based on documentation made available at Contractor's office in Trinidad and Tobago.
- (b) The statement of expenditure shall be deemed approved as submitted if the Minister does not respond within ninety (90) days of receipt. If the Minister takes written exception thereto, such written exception shall identify the particular cost or costs being contested and the reason for the query.
- (c) Contractor shall submit to the Minister within thirty (30) days after receipt of the Minister's written exception such additional information in written form as the Minister may require or Contractor considers appropriate to support the correctness and/or recoverability of the contested cost or costs. If Contractor does not make a written submission within such time supporting the charge, the cost or costs shall be deemed disallowed for purposes of Cost Recovery.

- (d) If additional written information supporting the contested cost or costs is submitted by Contractor within the prescribed period, the Minister shall notify Contractor of his decision within thirty (30) days after receipt of such information.
- (e) If the Minister notifies Contractor that the exception remains, the charge shall be deemed disallowed for purposes of Cost Recovery under the Contract, subject to the right of Contractor to request within thirty (30) days after the receipt of such notice that the final determination as to recoverability of the disputed cost or costs be made by an expert pursuant to Article 33.8.
- (f) Contractor shall promptly correct its books of account to reflect any changes resulting from the cost verification procedure.

17.7 Except as otherwise agreed in writing between the Minister and Contractor, all transactions giving rise to revenues, costs or expenses which will be credited or charged to the books, accounts, records and reports prepared, maintained or submitted hereunder shall be conducted at Arms-Length or on such a basis as will assure that all such revenues will not be lower and, costs or expenses will not be higher than would result from a transaction conducted at Arms-Length on a competitive basis with third parties.

17.8 (a) Audit Process

All audits by the Minister shall be completed within seventy-two (72) Months after the termination of the Contract Year to which such

audits apply. Auditors may examine all books and accounts and records of Contractor for a specific period of time or may examine only a specific aspect of such records.

The Minister shall give at least thirty (30) days notice to Contractor of its intention to conduct an audit. In carrying out such audit, the Minister shall not interfere unreasonably with the conduct of operations under the Contract. The Minister may at its sole discretion, engage third parties to assist with or execute any or all aspects of the audit. Contractor shall provide all necessary facilities for auditors appointed hereunder by the Minister including working space and access to all relevant personnel, records, files and other materials and the required codes to the management information system.

(b) Final Statements

Subject to any adjustments resulting from such audits or notification of a dispute by the Minister, reports and statements shall be considered final and not subject to further audit after the end of the period provided for under Article 17.8(a). Notwithstanding any provision herein or in the Contract to the contrary, if in a subsequent period an issue or error is identified which relates to another period or to fraud or wilful misconduct alleged to have occurred at any time, the Minister shall have the right to re-examine reports and statements otherwise considered final or not previously audited.

(c) Audit Resolution Process

Within ninety (90) days after the end of audit fieldwork, the Minister shall present to Contractor a report setting out audit exceptions, claims and queries. Contractor shall allow or deny in writing all exceptions, claims and queries set out in the report within ninety (90) days of the presentation of the report (the "Review Period"). All denials shall be accompanied by a detailed statement of Contractor's reasons and supporting evidence. All exceptions, claims or queries that are not denied within the Review Period will be deemed allowed. The Minister and Contractor shall have up to ninety (90) days from the end of the Review Period to reach final resolution on exceptions, claims and queries which have been denied. If outstanding exceptions, claims and queries are not resolved during this period, either Party may initiate dispute resolution procedures in accordance with Article 33 hereof.

(d) Affiliates and Subcontractors

Contractor shall be required to include in Contractor's contracts with Affiliates and Subcontractors audit and record retention provisions which allow the Minister to audit the books and records of the Affiliates or Subcontractors to the extent that they relate to this Contract and to retain records, all in accordance with the requirements of this Accounting Procedure.

(e) Audits by Contractor Party

If any Contractor Party conducts an audit of the books and records of Operator or any other Contractor Party pertaining to the Contract, it

shall provide to the Minister a copy of the audit results, a report setting out the audit exceptions, claims and queries and the manner in which these exceptions, claims and queries were finally allowed or denied by Operator.

(f) Retention

Subject to the delivery of books, records and documents to the Minister in accordance with the Contract upon termination of the Contract, all books, records and documents must be maintained by Contractor, Contractor's Affiliates and Subcontractors and made available for inspection until the later of:

- (i) seventy-two (72) Months after the termination of each Contract Year; or
- (ii) if any cost, amount or issue is under dispute, the date by which that dispute is resolved.

ARTICLE 18

ALLOCATION OF PRODUCTION, RECOVERY OF COSTS AND EXPENSES,
PRODUCTION SHARING AND RIGHT OF EXPORT

18.1 Contractor shall have the right to use free of charge Petroleum produced from the Contract Area to the extent reasonably required for Petroleum Operations under the Contract.

18.2 All Available Petroleum shall be measured at the applicable Measurement Points and allocated as set forth hereinafter. Test or experimental Production, to the extent not required for Petroleum Operations hereunder, shall be deemed Profit Petroleum and shall be allocated between the Minister and Contractor in accordance with Article 18.12.

18.3 Contractor and the Minister shall review annually Contractor's Production programme from each Production Area having due regard to ensuring compliance with Contractor's obligations under Article 10.

18.4 Contractor shall prepare and provide Minister not less than ninety (90) days prior to the beginning of each Calendar Quarter following commencement of Commercial Production a written forecast setting out the total quantity of Petroleum that it estimates can be produced and saved hereunder during each Month for the next four (4) Calendar Quarters in accordance with prevailing Petroleum industry practice and the Production programme established in accordance with Article 18.3. Contractor shall endeavour to produce each Calendar Month the forecast quantity.

18.5 (a) All Available Crude Oil shall be transported, if applicable, to storage tanks constructed, maintained and operated at the Measurement Point where it shall be measured for purposes of this Contract and delivered to the Minister and each Contractor Party who shall each take in kind, assume risk of loss and separately dispose of their respective entitlement.

(b) Prior to commencement of Commercial Production of Crude Oil from the Contract Area, the Minister and Contractor shall agree on a procedure for taking volumes of Crude Oil corresponding to their respective entitlements on a regular basis and in a manner that is appropriate having regard to the respective destinations and uses of the Crude Oil.

18.6(a) All Available Natural Gas shall be measured at the Measurement Point where it shall be valued and delivered to the Minister and each Contractor Party who shall each take in kind, assumes risk of loss and separately dispose of their respective entitlement.

(b) All Available Natural Gas shall be disposed of in accordance with the marketing arrangements developed and agreed by the Minister pursuant to Articles 16.4 and 16.5 and in accordance with the requirements and principles contained in Annex "D".

Cost Recovery

18.7 Subject to the Accounting Procedure in Annex "C" and the auditing provisions of the Contract, Contractor shall recover costs and expenses duly verified in accordance with Article 17 of the Contract in respect of the Petroleum Operations hereunder to the extent of and out of eighty per cent (80%) of all Available Crude Oil and/or all

Available Natural Gas from the Contract Area, (hereinafter referred to as "Cost Recovery Crude Oil" and/or "Cost Recovery Natural Gas" and collectively as "Cost Recovery Petroleum").

18.8 Subject to Article 18.9 such costs and expenses shall be allocated to the applicable recoverable Crude Oil cost account or recoverable Natural Gas cost account and shall be recovered from the relevant account on a first in, first out basis subject to the following:

- (a) costs incurred in respect of Exploration Operations may be recovered on an expensed basis;
- (b) capital costs incurred in respect of Development and Production Operations may be recovered on an expensed basis commencing in the year in which such expenditure is incurred;
- (c) annual operating costs, may be recovered in the year in which they are incurred; and
- (d) annual administrative overhead costs, up to the limits established in Article 2(1) of the Accounting Procedure of Annex "C" may be recovered in the year incurred.

18.9 To the extent that in a Calendar Year the recoverable costs or expenses related to the Contract Area exceed the amount allowable for Cost Recovery Crude Oil or Cost Recovery Natural Gas from the Contract Area, for such Calendar Year, then the excess shall be carried forward for recovery in the next succeeding Calendar Years until fully recovered, but in no case after termination of this Contract.

18.10 To the extent that the amount of Cost Recovery

Crude Oil or Cost Recovery Natural Gas received by Contractor from the Contract Area during a Calendar Month is greater or less than the amount Contractor was entitled to receive for that Month, an appropriate adjustment shall be made in accordance with internationally accepted accounting principles.

Profit Petroleum

18.11 The value of Available Petroleum after the deduction of Cost Recovery Petroleum including any portion of Cost Recovery Crude Oil or Cost Recovery Natural Gas not required to cover costs (hereinafter referred to as "Profit Crude Oil" and/or "Profit Natural Gas" and collectively as "Profit Petroleum") shall be allocated between the Government and Contractor.

18.12 Contractor's share of Profit Petroleum shall be the remaining portion after deducting the Government's share in accordance with the provisions of Article 18.13.

18.13 Subject only to Article 16.5(c) and Article 26, Contractor may export any portion of Available Petroleum received by Contractor under Article 18.

18.14 The Government's share of Profit Crude Oil and/or Profit Natural Gas for a Calendar Month from the Contract Area shall be determined separately for Crude Oil and Natural Gas by reference to the applicable price class in the relevant table(s) detailed hereunder. The relevant price class shall be determined using the value of Profit Crude Oil and Profit Natural Gas calculated in accordance with Article 20 herein. The average daily Production rates referred to in the Production tiers set out in the tables hereunder shall be calculated for each Calendar Month by dividing the respective volumes of Available Crude Oil and Available Natural Gas produced from the Contract Area during

that Month by the number of days in such Month.

(a) Government's share of Profit Crude Oil (per cent %)

The Government's share of Profit Crude Oil shall be determined each Month based on each of the percentages in the table below. The Government's share shall be determined on an incremental basis.

<u>Production Tier</u>	<u>Crude Oil Price Class</u>			
	A	B	C	D
Production up to 75,000 B/D				
Production in excess of 75,000 B/D and up to 100,000 B/D				
Production in excess of 100,000 B/D and up to 150,000 B/D				
Production in excess of 150,000 B/D and up to 200,000 B/D				
Production greater than 200,000 B/D				

Where:

Price Class A refers to Government's share for a Crude Oil price greater than zero but less than or equal to Forty-Five United States Dollars (US\$45.00) per Barrel.

Price Class B refers to Government's share for a Crude

Oil price greater than Forty-Five United States Dollars (US\$45.00) per Barrel but less than or equal to Sixty-Five United States Dollars (US\$65.00) per Barrel.

Price Class C refers to Government's share for a Crude Oil price greater than Sixty-Five United States Dollars (US\$65.00) per barrel but less than or equal to Ninety United States Dollars (US\$90.00) per Barrel.

Price Class D, Crude Oil price greater than Ninety United States Dollars (US\$90.00) per Barrel, the Government's share of Profit Crude Oil is equal to:

$$BR + 70\% [P - US\$90) / P] (1 - BR)$$

where: BR refers to the Base Rates set out in
Price Class D, and
P is the Crude Oil price.

(b) Government's share of Profit Natural Gas (per cent %)

The Government's share of Profit Natural Gas shall be determined each Month based on each of the percentages in the table below. The Government's share shall be determined on an incremental basis.

<u>Production Tier</u>	<u>Natural Gas Price Class</u>			
	A	B	C	D

Production up to 200 MMcfd

Production in excess
Of 200 MMcfd and up
to 350 MMcfd

Production in
excess of 350 MMcfd
and up to 500 MMcfd

Production in excess
of 500 MMcfd and up
to 750 MMcfd

Production in excess
of 750 MMcfd and up
to 1,000 MMcfd

Production in excess
Of 1,000 MMcfd

Where:

Price Class A refers to Government's share for a Natural Gas price greater than zero but less than or equal to Two United States Dollars and Twenty-Five Cents (US\$2.25) per Mcf.

Price Class B refers to Government's share for a Natural Gas price greater than Two United States Dollars and Twenty-Five Cents (US\$2.25) per Mcf but less than or equal to Four United States Dollars (US\$4.00) per Mcf.

Price Class C refers to Government's share for a Natural Gas price greater than Four United States Dollars (US\$4.00) per Mcf but less than or equal to Six United States Dollars (US\$6.00) per Mcf.

Price Class D, Natural Gas price greater than Six United States Dollars (US\$6.00) per Mcf, the Government's share of Profit Natural Gas is equal to:

$$BR + 70\% [(P - US\$6.00) / P] (1-BR)$$

where: BR refers to the Base Rates set out in Price Class D, and
P is the Natural Gas price.

18.15 The Government's share of Profit Natural Gas and or Profit Crude Oil shall be paid within thirty (30) calendar days of the last day of each Month.

18.16 Contractor shall pay interest of two percent (2%) per annum on the amount determined pursuant to Article 18.15 for failure to pay within the specified period.

ARTICLE 19

MEASUREMENT OF PETROLEUM

19.1 All Petroleum produced, saved and not used in Petroleum Operations shall be measured at the Measurement Points approved in the Development Plan.

19.2 The Measurement Point shall be at the end of the Facilities for which the cost is included as a recoverable cost of Petroleum Operations under the Contract.

19.3 The Production shall be measured in accordance with the sound and current practices and standards generally accepted in the international Petroleum industry. All measurement equipment shall be installed, maintained and operated by Contractor. The Minister shall have the right to inspect the measuring equipment installed by Contractor and all charts and other measurement or test data at all reasonable times. The accuracy of Contractor's measuring equipment shall be verified by tests at regular intervals and upon the request of the Minister, using sound and current means and methods generally accepted in the international Petroleum industry.

19.4(a) Upon discovery of a meter malfunction, Contractor shall immediately have the meter repaired, adjusted and corrected and following such repairs, adjustment or correction shall have it tested or calibrated to establish its accuracy.

(b) Upon the discovery of a metering error, Contractor shall have the meter tested immediately and shall take the necessary steps to correct any error that

may be discovered.

19.5 In the event a measuring error is discovered, Contractor shall use its best efforts to determine the correct Production figures for the period during which there was a measuring error and the corrected figures shall be used. In determining the correction, Contractor shall use, where required, the information from other measurements made inside or outside the Production Area. Contractor shall submit for the Minister's approval a report detailing the source and nature of the measuring error and the corrections to be applied. If it proves impossible to determine when the measuring error first occurred, the commencement of the error shall be deemed to be that point in time halfway between the date of the last previous test and the date on which the existence of the measuring error was first discovered.

19.6 All measurements for all purposes in this Contract shall be adjusted to standard conditions of pressure and temperature (sixty (60) degrees Fahrenheit and 14.7 p.s.i.a.).

ARTICLE 20

VALUATION

20.1 The value of Crude Oil from each Production Area shall be the Fair Market Value of such Crude Oil at the Measurement Point.

20.2 The Fair Market Value of Crude Oil, shall be the price in United States Dollars taking into account the quality, volume, cost of transportation, terms of payment, and any other relevant conditions, including the then prevailing market conditions for Crude Oil.

20.3 Where different grades of Crude Oil are being produced from the Contract Area, the value shall be determined and applied for each grade of such Crude Oil. However, in the event that different grades of such Crude Oil are blended together for sale then the value of such a blend shall prevail.

20.4(a) Contractor shall present to the Minister, within ten (10) days after the end of each Calendar Month during which Crude Oil is produced and measured from a Production Area, its proposal as to the Fair Market Value of the particular Crude Oil for the preceding Month. Such proposal shall be accompanied by information supporting Contractor's proposal, including Free On Board (FOB) sales prices for the particular Crude Oil and/or comparable crude oils delivered during such preceding Calendar Month by Contractor or other producers from Trinidad and Tobago or other producing countries or from publications evidencing such sale prices.

(b) The proposals shall be deemed approved, as

submitted, under Article 20.4(a) if the Minister fails to respond within thirty (30) days of receipt.

- (c) If the Minister takes written exception to Contractor's proposal, the Minister shall include with such notice a counter-proposal for the value of the particular Crude Oil.
- (d) If Contractor accepts the Minister's counter-proposal or does not take written exception thereto within ten (10) days after receipt, the Minister's counter-proposal shall be the value for the Calendar Month for which the price is being determined.
- (e) If Contractor takes written exception to the Minister's counter-proposal within the prescribed period, authorized representatives of the Minister and Contractor shall meet to establish the value for the Calendar Month for which the determination is being made, in accordance with the principles outlined under Article 20.5.

20.5 For the resolution of matters pursuant to Article 20.4(e), the following principles shall apply in determining the value of Crude Oil:-

- (a) a basket of widely traded reference crude oils similar in quality to the Crude Oil to be valued shall be selected and the international market prices of the crude oils selected shall be used as the base value for the Crude Oil to be valued;
- (b) an appropriate price-setting market where substantial quantities of the reference crude

oils are traded at Arms Length and on an ongoing basis shall be chosen;

- (c) the Crude Oils to be included in the basket shall be proposed by Contractor as part of the Development Plan under Article 13.8 to be approved by the Minister;
- (d) in the event that one or more of the crude oils comprising an agreed basket no longer meets the requirements of Article 20.5(a), a replacement crude oil shall be determined by agreement between the Minister and Contractor;
- (e) transportation differential shall be taken into account, that is to say, the difference between the cost of transporting to the price-setting market, the reference crude oils and the Crude Oil to be valued;
- (f) interest charges on the value of the inventory in transit may be considered in determining transportation costs; and
- (g) other relevant considerations.

20.6 The Fair Market Value of Natural Gas determined at the Measurement Point shall be the price in United States Dollars at which an independent third party would be prepared to buy at the particular time such Natural Gas, on an Arms Length basis, taking into account the quality, volume, cost of transportation, terms of payment, and any other relevant conditions, including the then prevailing market conditions for Natural Gas at the final sales destination and shall be based on the higher of actual realized prices or the prices calculated under the marketing arrangements for Natural Gas approved by

the Minister under Article 16.5 for deliveries of Natural Gas during the Calendar Month.

20.7 For Natural Gas sales transactions that are non-Arms Length, the following considerations shall apply in determining the value of Natural Gas:-

- (a) the market destination of the Natural Gas;
- (b) the price of the Natural Gas at the final destination;
- (c) regasification costs;
- (d) shipping costs;
- (e) liquefaction costs;
- (f) pipeline transport costs;
- (g) publicly available values outside Trinidad and Tobago; and
- (h) other relevant considerations.

20.8 Subject to the provisions of this Article 20, in the event of any dispute between the Minister and Contractor concerning the Fair Market Value of Crude Oil or Fair Market Value of Natural Gas, such dispute may be referred by either Party for final determination in accordance with Article 33.

ARTICLE 21

FINANCIAL OBLIGATIONS

21.1 Contractor's financial obligations towards the Minister, which it shall satisfy at its own expense, shall consist of the following payments:

- (a) Minimum payment in respect of each hectare of the Contract Area retained by Contractor from time to time throughout the period of this Contract at the following rates:-

USD per hectare per quarter

During the 1st Contract Year	6.00
During the 2nd Contract Year	6.50
During the 3rd Contract Year	7.00
During the 4th Contract Year	7.50
During the 5th Contract Year	8.00
During the 6th Contract Year	8.50

Thereafter minimum payment shall increase annually at a rate of six per cent (6%) for the unexpired term of the Contract. Minimum payment shall be payable quarterly in advance within the first ten (10) days of January, April, July and October. No refund shall become due if before the end of a quarterly period a part of the area has been surrendered. In respect of any quarterly period for which Royalties become payable under this Contract, where the sum of such Royalties is equal to or exceeds the amount already paid as minimum payment for the same period, then the amount of minimum payment so paid, shall be deducted from the Royalties payable in respect of such quarterly

period.

(b) Annual charges payable within ten (10) days of the Effective Date of this Contract and thereafter within the first ten (10) days of each Contract Year in respect of the following items:

- (i) An administrative charge of Three Hundred Thousand United States Dollars (US\$300,000.00) during the first year of this Contract increasing annually at a rate of six per cent (6%) for the unexpired term of the Contract. No refund shall be due if Contractor ceases operation prior to the end of a Contract Year.
- (ii) A training contribution to the University of Trinidad and Tobago and/or the University of the West Indies and/or such institution as the Minister may direct for the financing of training of nationals in appropriate fields of study in accordance with the priority needs of Trinidad and Tobago as follows:
 - 1. a payment of One Hundred and Twenty Thousand United States Dollars (US\$120,000.00) for the first year of the Contract and increasing annually at a rate of six per cent (6%) until Commercial Discovery;
 - 2. in the event of a Commercial Discovery the amount shall increase to One Hundred and Fifty Thousand United States Dollars (US\$150,000.00) in the year following Commercial Discovery increasing annually at a rate of six per cent (6%) for the remaining term of the Contract. Where the

payment prior to Commercial Discovery under Article 21.1(b)(ii)1 is greater than US\$150,000, the greater amount shall be paid in the Contract Year following Commercial Discovery increasing annually at a rate of six per cent (6%) for the remaining term of the Contract; and

(iii) A research and development contribution for the financing of Petroleum related research and development activity as follows:

1.a payment of One Hundred and Twenty Thousand United States Dollars (US\$120,000.00) for the first year of the Contract and increasing annually at a rate of six per cent (6%) until Commercial Discovery;

2.in the event of a Commercial Discovery the amount shall increase to One Hundred and Fifty Thousand United States Dollars (US\$150,000.00) in the year following Commercial Discovery increasing annually at a rate of six per cent (6%) for the remaining term of the Contract. Where the payment prior to Commercial Discovery under Article 21.1(b)(iii) is greater than US\$150,000, the greater amount shall be paid in the Contract Year following Commercial Discovery increasing annually at a rate of six per cent (6%) for the remaining term of the Contract; and

(c) Production bonuses payable on first attainment of a sixty (60) consecutive day average at or in

excess of the Production levels detailed hereunder:

<u>Petroleum production in</u> <u>Barrels per day (BOPD)</u>	<u>Production bonus</u> <u>payments in USD</u>
25,000	1,500,000.00
50,000	2,000,000.00
75,000	3,000,000.00
100,000	4,000,000.00
thereafter for every 50,000 BOPD	
exceeding 100,000 BOPD	1,000,000.00

In computing the Production levels referred to above, Natural Gas Production shall be added to Crude Oil production after converting to Barrels of Crude Oil on an Energy Equivalent Basis.

- (d) A technical assistance/equipment bonus of Three Hundred Thousand United States Dollars (US\$300,000.00) payable as directed by the Minister either:
- (i) in cash within ten (10) days of the Effective Date of this Contract; or
 - (ii) in technical assistance and/or equipment to a total delivered cost of Three Hundred Thousand United States Dollars (US\$300,000.00). Such technical assistance and/or equipment shall be delivered to the Minister within three (3) months of the date that a list of such technical assistance and/or equipment is agreed between the Minister and Contractor.
- (e) Fund the award of scholarships for the training of nationals of Trinidad and Tobago in accordance with

the priority needs of Trinidad and Tobago. The value of such funding shall be One Hundred Thousand United States Dollars (US\$100,000.00) per annum for the first year of the Contract and increasing annually at a rate of six per cent (6%) for the unexpired term of the Contract.

21.2 The Contractor shall be subject to and must observe the laws in force from time to time in Trinidad and Tobago and nothing herein contained shall be construed as exempting the Contractor from complying with the laws imposing taxes, duties, levies, fees, royalties, charges or similar impositions or contributions which the Contractor would be liable to pay or may be called upon to pay under such laws by virtue of its conduct of Petroleum Operations hereunder.

21.3 Contractor shall be subject to payment of assessment or contributions, assessed on employees by generally applicable law on labour costs. Contractor shall also guarantee the payment of any Trinidad and Tobago income tax due from its foreign employees.

21.4 The Contractor and its Subcontractors and their respective personnel shall be obliged to pay stamp duties or any such transfer tax as may be in effect from time to time at the rates which are generally applicable to all persons or entities in Trinidad and Tobago.

21.5 The Minister shall pay on behalf of the Contractor, out of the Government's share of Profit Petroleum referred to in Article 18.14, the Contractor's liability under applicable law for royalty, petroleum impost, petroleum profits tax, supplemental petroleum tax, petroleum production levy,

green fund levy, unemployment levy and any other taxes or impositions whatsoever measured upon income or profits arising directly from the Petroleum Operations under this Contract.

21.6 The Contractor's taxable income under this Contract shall be gross income as set out under Article 21.8 less the deductions allowed in connection with Petroleum Operations under the tax laws of Trinidad and Tobago, including any losses carried forward from previous financial years ("Contractor's Taxable Income"). The Minister shall cause the appropriate tax authority of Trinidad and Tobago to furnish the Contractor with the proper official receipts evidencing such payments. The value of the Petroleum to be used in making the application to the Contractor's said liability shall be the same as the value used in the computation of the amount of the income giving rise to such liability.

21.7 Notwithstanding the provisions of Article 21.5, Contractor shall discharge its liability for withholding tax in accordance with applicable law.

21.8 For the purpose of applying Article 21.6, the gross income of the Contractor in respect of any financial year shall be calculated as the total of:

- (a) the sums received by Contractor from the sale or other disposition of all Petroleum acquired by Contractor pursuant to Article 18; and
- (b) an amount equal to Contractor's Gross-up Value calculated in the manner shown in Annex C.

21.9 Subject only to Articles 21.1, 21.3, 21.4, 21.7 and 23, and notwithstanding Article 21.2, the

Minister shall save the Contractor harmless from all other payments to or levies by the treasury or the Government whether or not existing at the date of this Contract, including but not limited to royalty, petroleum impost, petroleum profits tax, supplemental petroleum tax, petroleum production levy, green fund levy and unemployment levy.

21.10 The Parties agree that for the purposes of determining Contractor's Taxable Income in Trinidad and Tobago, profits and/or losses resulting from Petroleum Operations carried out under this Contract shall not at any time be consolidated with profits and/or losses resulting from any of the Contractor's other operations in Trinidad and Tobago outside the Contract Area.

21.11 The Contractor shall maintain financial books and records with respect to Petroleum Operations in the Contract Area and shall enable authorised persons to inspect and review such books.

ARTICLE 22

PAYMENT AND CURRENCY

22.1 All payments which the Contract requires Contractor to make to the Minister or the Government under this Contract shall be made to the recipient bank account in United States Dollars at a bank designated by the recipient. Contractor may make payment in other currencies, if acceptable to the recipient.

22.2 Conversion of all payments made by Contractor in Trinidad and Tobago into United States Dollars or any other currency acceptable to the recipient shall be effected at the generally prevailing rate of exchange at the time of payment.

22.3 All payments due to Contractor from Minister shall be made in United States Dollars or any other currency acceptable to Contractor, at a bank to be designated by Contractor.

22.4 Contractor shall have the right to receive, retain abroad and use without restriction the entirety of proceeds received from its sales of its share of Petroleum from the Contract Area subject to Contractor satisfying completely its then accrued financial obligations under this Contract.

22.5 Contractor shall during the term of the Contract have the right without the imposition of any control, except as otherwise imposed by the terms of the Contract, to make any payments and to maintain and operate bank accounts outside Trinidad and Tobago in whatsoever currency. Contractor may also operate and maintain United States Dollar or other foreign currency bank accounts within Trinidad and Tobago subject to applicable law.

ARTICLE 23

MATERIALS AND EQUIPMENT IMPORT DUTIES

23.1 Contractor shall provide all equipment, machinery, tools, spare parts and any other goods of a similar nature ("Materials") required for Petroleum Operations under this Contract.

23.2 Such Materials shall be provided by Contractor in accordance with Work Programmes and budgets under Articles 14 and 15 and shall be acquired pursuant to procurement procedures specified by Contractor under Article 1.7 of the Accounting Procedure under Annex "C".

23.3 Contractor shall give preference to the use of locally manufactured or locally available Materials when such are comparable with the competing imported Material in quality and availability and the price thereof does not exceed the c.i.f. price (including import duties where applicable) of the imported Material delivered to the Contract Area. In this regard Contractor shall maintain records and accounts and provide reports in accordance with the provisions of Article 10 of the Accounting Procedure under Annex "C".

23.4 Subject to Article 23.3, Contractor shall have the right to import any Materials required for Petroleum Operations. In this regard Contractor shall comply with generally applicable importation formalities and pay import and excise duties to the extent not exempt therefrom by generally applicable law.

ARTICLE 24

OWNERSHIP OF ASSETS

24.1 Subject to Article 24.3, ownership of any asset, whether fixed or moveable, acquired and owned by Contractor in connection with Petroleum Operations hereunder shall pass to the Minister without consideration when the part of the Contract Area in which the asset is located is relinquished or at the end of the term of this Contract, whichever first occurs, except in cases where the Minister notifies Contractor that he does not accept the particular asset. Where the ownership of any asset passes to the Minister, from the date of such transfer Contractor shall have no further rights in and shall be released from all responsibility and liability for the asset unless it can be proven that liability arises from a defect that existed at the date of the passing of such ownership. Where the Minister elects not to take a particular asset, Contractor shall carry out the approved abandonment programme under Article 37 and shall be free to dispose of the asset in accordance with applicable law.

24.2 Where Production from a Production Area is possible beyond the term of the Contract and any extensions granted in respect thereof, Contractor shall hand over to the Minister without consideration such Production Area and all facilities required for carrying out existing operations, in good working order, normal wear and tear excepted. Upon the transfer of said Production Area and related facilities, the Minister shall assume all responsibility for the facilities and their abandonment and hold Contractor harmless against any liability with respect thereto accruing after the date of such transfer to the Minister.

24.3 Subject to Article 24.2, whenever Contractor relinquishes any part of the Contract Area, all moveable property located within the part of the Contract Area so relinquished, may be removed to any part of the Contract Area that has been retained.

24.4 The provisions of Articles 24.1 and 24.2 shall not apply to Materials, facilities, or other property that are rented or leased to Contractor or which belong to employees of Contractor, provided that the ownership of any such item by other than Contractor is clearly documented with the Minister at the time of entry into Trinidad and Tobago or of local acquisition.

24.5 In the event Contractor desires to move property located on the Contract Area but no longer used in Petroleum Operations to another location within Trinidad and Tobago for further use, prior approval of the Minister shall be required. Upon receipt of such approval Contractor shall pay to the Minister either:

- (a) an amount equal to a transfer price mutually agreed upon by the Parties; or
- (b) if no price is agreed and Contractor still desires to move the property as provided herein, an amount equal to the percentage of the cost of such property that has been cost-recovered under this Contract as of the date such property is moved multiplied by the depreciated value of the property determined in accordance with applicable law.

24.6 In the event Contractor desires to use property located within the Contract Area for Petroleum Operations not related to the Contract Area, the prior

approval of the Minister shall be required. The terms and conditions under which the facilities shall be used for such purpose shall be subject to the approval of the Minister.

ARTICLE 25

SUBCONTRACTORS, PERSONNEL AND TRAINING

25.1 Contractor has the right to use qualified Subcontractors to provide specialized equipment or services.

25.2 Contractor shall provide Local Contractors and Local Suppliers opportunities, in competition with foreign entities, to provide any services or equipment required in connection with Petroleum Operations. The procurement procedures submitted pursuant to Article 1.7 of the Accounting Procedure under Annex "C" shall contain appropriate measures in accordance with the provisions of Article 39 to ensure Contractor's compliance in this regard. Contractor shall give preference to Local Enterprises as Subcontractors where bids placed by such are competitive with foreign bids in skills, resources, availability and price and meet the technical and financial requirements of Contractor.

25.3 Prior to the commencement of any contract, Contractor shall provide the Minister with all necessary information covering each Subcontractor including, upon the Minister's request, an executed copy of any contract and related agreements and changes thereto.

25.4 Contractor undertakes to employ, and ensure that its Subcontractors employ, with priority nationals of Trinidad and Tobago in all aspects of Petroleum Operations to the extent that these nationals with the requisite qualifications and experience can be found.

25.5 Contractor shall minimize and ensure that its Subcontractors minimize the employment of foreign

personnel but may subject to the provisions of this Contract and applicable law employ foreign nationals:

- (a) to the extent that qualified nationals cannot be found to fill the positions required;
- (b) to fill a limited number of specialist technical or managerial positions, provided that there are clearly identified counterpart national understudies together with comprehensive programmes for their development in accordance with the provisions of Article 25.6; and
- (c) to provide short-term specialist expertise.

25.6 Contractor shall undertake the development and training of nationals (including training for the specific purpose of taking over positions held by expatriate personnel) for all positions including administrative, technical and executive management positions. Contractor shall, together with its annual Work Programme and budget, prepare and submit annually to Minister for approval programmes for such development and training. Contractor shall include a status report on these programmes with its submission of the quarterly status report required under Articles 14.1(b) and 15.6.

25.7 Contractor shall at its own expense as part of Petroleum Operations provide a reasonable number of personnel of the Ministry with on-the-job training and where appropriate and practicable, with overseas training, based on a mutually agreed programme. On-the-job training shall involve the inclusion of representatives of Minister on project teams responsible for various aspects of Petroleum Operations under this Contract.

25.8 Contractor shall also submit to the Minister together with its submission of the annual Work Programme

and budget, the details of all the payments, benefits and privileges accorded for each classified category of Contractor's personnel (both expatriate and local).

ARTICLE 26

STATE'S RIGHT OF REQUISITION

26.1 In case of war or imminent expectation of war or grave national emergency (as provided for in Section 36 of the Act), the President may requisition all or a part of the Petroleum Production from the Contract Area and require Contractor to increase such Production to the extent required. In such event, the price to be paid by the President for the Petroleum shall be the value determined in accordance with Article 20 of the Contract and payment shall be made within thirty (30) days after delivery in US Dollars at a bank outside of Trinidad and Tobago designated by Contractor.

26.2 In the event of any requisition as provided above, the President shall indemnify Contractor in full for the period, during which the requisition is maintained, including all reasonable damages, if any, which result from such requisition.

ARTICLE 27

UNITIZATION

27.1 If a Petroleum Discovery in the Contract Area extends beyond the boundaries of the Contract Area, Minister may require that the Development of the Discovery and the Production of Petroleum therefrom be carried out in collaboration with the entity or entities that have the right to conduct Petroleum Operations in the areas into which the Discovery extends.

27.2 In such case, a collective proposal for common Development and Production of the deposit of Petroleum shall be proposed by Contractor and such other entity or entities for approval by the Minister. If such proposal is not approved, the Minister may prepare or cause to be prepared, for the account of Contractor and the other entities involved a reasonable plan for common Development and Production.

27.3 Where one or more of the entities object to the programme prepared by the Minister under Article 27.2, it or they may within twenty-eight (28) days of receipt of the programme, submit the matter for determination in accordance with Article 33.

ARTICLE 28

CONFIDENTIALITY

28.1 Any and all data, reports, samples, information, interpretation of such data and all other information or work product pertaining to the Contract Area, including in particular all data for which the cost was recorded by Contractor as a cost of Petroleum Operations, shall be the property of the State. Except as provided in Articles 28.3, 28.4 and 28.5 all data shall be maintained by the Parties as strictly confidential and shall not be divulged by either Party during the term of the Contract without prior written consent of the other Party, except to the extent required to comply with applicable law, unless such data become part of the public domain.

28.2 Such confidentiality undertaking shall continue to apply to Contractor for a period of five (5) years after the termination of the Contract. Contractor shall not trade, sell or publish data pertaining to the Contract Area at any time without the prior written consent of the Minister.

28.3 A Party may disclose such information to its employees, Affiliates, consultants, banks, financial institutions, auditors, Subcontractors and prospective assignees to the extent required for the efficient conduct of Petroleum Operations. Prior to making any such disclosures to its consultants, banks, financial institutions, auditors, Subcontractors or prospective assignees, such Party shall obtain from such individuals or entities a written confidentiality undertaking to keep the data and information strictly confidential. Contractor may also, upon written notice to the Minister, make such disclosures as may be required by applicable

law or the rules of a recognized stock exchange and such notice shall include copies of the information to be disclosed.

28.4 (a) All data furnished under this Contract shall, subject to the exemptions in Article 28.4(b) below, be treated as strictly confidential for the term of this Contract or any extension or renewal hereof, except that the Minister and Contractor shall have the right to use such data for the purpose of any arbitration or litigation between the Minister and Contractor.

(b) (i) Data related to Petroleum Operations in areas which have been relinquished by Contractor may be released by the Minister immediately on relinquishment.

(ii) Data related to the Petroleum Operations in areas not relinquished in accordance with the terms of this Contract may be released by the Minister at the end of the first phase of the Contract as specified in Article 4.1 or one (1) year after acquisition whichever period is earlier.

28.5 The Minister shall be entitled at any time to prepare and publish reports or studies using information derived from any information or data related to the Contract Area.

ARTICLE 29

PIPELINES

29.1 Regulations 26 and 27 of the Petroleum Regulations shall apply to any pipeline outside of the Contract Area but which is included as a part of Petroleum Operations hereunder.

29.2 In the event of usage of such pipeline by third parties, the tariff collected by Contractor shall be credited to the Cost Recovery account. In consultation with the Minister, such tariff shall be negotiated by Contractor at the time of usage.

ARTICLE 30

INSURANCE

30.1 Contractor shall provide all insurance required by applicable law and such other insurance as may be agreed with the Minister from time to time in conformity with generally accepted practices in the international Petroleum industry. Contractor shall insure with a reputable insurance company that shall repay claims in convertible currency.

30.2 All such policies of insurance with respect to the operations of Contractor shall name the Minister as an additional named insured or "loss payee" and shall contain an express waiver of subrogation against the Government and the Minister.

30.3 Contractor shall upon request provide the Minister with copies of all policies of insurance.

30.4 Contractor shall actively pursue any claims against insurers. Any amount received from insurance settlements shall be applied and accounted for in accordance with the Accounting Procedure in Annex "C".

30.5 Contractor shall not self-insure or insure through Affiliates without the specific prior approval of the Minister.

30.6 Contractor may utilize its normal worldwide insurance programmes and coverage to satisfy these insurance requirements with the prior approval of the Minister.

ARTICLE 31

ASSIGNMENT AND TRANSFER

31.1 Any entity or entities comprising Contractor may with prior approval of the Minister assign or Transfer all or an undivided percentage interest in its rights and obligations under the Contract to any of its Affiliates provided that:

- (a) such entity demonstrates to the Minister's satisfaction that the Affiliate to which the assignment or Transfer is proposed to be made is as qualified as the assignor or transferor with respect to its technical and financial competence;
- (b) such entity at the time of such notice provides the Minister with an undertaking from the financially, technically and legally competent parent company of the Affiliate to which the assignment or Transfer is proposed to be made like that which is required by Article 8.5;
- (c) the instrument of assignment or Transfer states precisely that the assignee or Transferee is bound by all covenants contained in the Contract; and
- (d) the assignor or transferor submits a valuation and all material terms of the assignment.

31.2 Subject to the prior written approval of the Minister, any of the entities comprising Contractor may assign all or an undivided percentage interest in its rights and obligations under the Contract to a third

party that is not an Affiliate of Contractor. For consideration to be given to any such request:

- (a) all accrued obligations of the assignor derived from the Contract must have been duly fulfilled as of the date such request is made, or assignor and assignee must jointly and severally guarantee fulfilment of any unfulfilled accrued obligations of assignor;
- (b) the proposed assignee or assignees must produce reasonable evidence to the Minister of its or their financial and technical competence;
- (c) the instruments of assignment shall be submitted to the Minister for scrutiny and approval and shall include provisions stating precisely that the assignee is bound by all covenants contained in the Contract; and
- (d) the assignor submits a valuation and all material terms of the assignment.

31.3 No assignment shall in any way absolve the assignor from the obligations undertaken by it under the Contract except to the extent such obligations are in fact performed by the assignee.

31.4 Any entity or entities comprising Contractor shall apply for consent, at least ninety (90) calendar days before the proposed effective date of the Transfer; which application shall include evidence to the Minister of the financial and technical competence of the Transferee together with a valuation and all material terms of the Transfer.

31.5 Each assignee or Transferee shall within thirty

(30) days after the effective date of the assignment or Transfer comply with the requirements of Articles 10.1 and 10.2.

31.6 For each assignment or Transfer made by any entity or entities comprising Contractor, the following rates shall apply to the amounts or value of the consideration:

- (a) For every dollar of the first One Hundred Million United States Dollars (US\$100,000,000.00): 1%
- (b) For every dollar of the next One Hundred Million United States Dollars (US\$100,000,000.00): 1.5%
- (c) For every dollar thereafter: 2%

The Minister reserves the right to waive this payment or any part thereof.

31.7 The Minister reserves the right to employ the services of an independent consultant, at the cost of Contractor or any of the entities comprising Contractor, to be mutually agreed by the Minister and such entity, to carry out an independent valuation of the transaction. The final determination of the valuation shall remain with the Minister and will be subject to the applicable rates stated in Article 31.6 above.

31.8 No assignment or Transfer amount payable under Article 31.6 shall be chargeable on any assignment or Transfer made under this Article 31 where stamp duty on such assignment or Transfer is paid by any entity comprising Contractor. If an amount which has been paid on an assignment or Transfer subsequently becomes subject to stamp duty, such amount shall be refunded.

31.9 Should an assignment or Transfer referred to under this Article occur without such entity first

obtaining the required consent of the Minister, it may result in the forfeiture of this Contract at the sole discretion of the Minister.

31.10 The assignment or Transfer amount payable under Article 31.6, shall be paid to the Minister within thirty (30) working days of notification of the amount payable to the Minister.

ARTICLE 32

APPLICABLE LAW

32.1 The validity, interpretation and implementation of this Contract shall be governed by the Laws of the Republic of Trinidad and Tobago.

ARTICLE 33

CONSULTATION, EXPERT DETERMINATION
AND ARBITRATION

33.1 The Parties shall apply their best efforts to settle amicably through consultation any dispute arising in connection with the performance or interpretation of any provision hereof.

33.2 If any dispute referred to under this Article has not been settled through such consultation within ninety (90) days after the dispute arises either Party may, by written notice to the other Party, propose that the dispute be referred either for determination by a sole expert or to arbitration in accordance with the provisions of this Article.

33.3 Following the submission of written notice under Article 33.2, the Parties may, by mutual agreement, refer the dispute for determination by a sole expert to be appointed by agreement between the Parties. Such sole expert shall be an internationally recognized specialist in the interpretation of the subject under dispute. If the Parties are unable to agree on designation of the expert within thirty (30) days following the submission of written notice under Article 33.2, the expert shall be named by an internationally recognized organisation to be agreed to by the Parties.

33.4 As an alternative to the procedure described in Article 33.3 and if agreed upon by the Parties, such dispute shall be referred to arbitration by an agreed sole arbitrator.

33.5 (a) If the Parties fail to refer such dispute to a

sole expert under Article 33.3 or to a sole arbitrator under Article 33.4, within sixty (60) days of the submission of notice under Article 33.2, the dispute shall be referred to arbitration. The arbitration shall be conducted by three (3) arbitrators in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL Rules) in effect.

- (b) Where arbitration is resorted to either by the sole arbitrator under Article 33.4 or arbitral tribunal under Article 33.5, the UNCITRAL Rules in effect shall be used.

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

33.7 The place of the expert determination or arbitration shall be in Trinidad and Tobago.

33.8 In the case of a request by Contractor pursuant to Article 17.6 (e) for final determination by an expert of whether a disputed charge is subject to Cost Recovery, such expert shall be an internationally recognized specialist in interpretation of Petroleum contracts with experience in verifying costs of Petroleum Operations. If the Parties are unable to agree on designation of the expert within thirty (30) days after Contractor's request under Article 17.6 (e) for the expert determination, the expert shall be named by the International Chamber of Commerce. The ninety (90) day period required by Article 33.2 shall not apply to this type of expert determination.

- 33.9(a) Any decision by the expert, sole arbitrator or arbitral tribunal shall be final and binding upon the Parties. Such decision shall be rendered within sixty (60) days after the completion of the expert determination or arbitration proceedings.
- (b) Judgment for execution of any award rendered by the expert determination, sole arbitrator or arbitral tribunal may be entered by any court of competent jurisdiction without review of the merits of such award.

ARTICLE 34

FORCE MAJEURE

34.1 No delay, default, failure or omission by either Party in the performance of any obligation under this Contract shall be considered as a breach of the Contract if such delay, default, failure or omission is due to Force Majeure. The Party claiming Force Majeure shall notify the other in writing as soon as possible and take all reasonable and necessary measures to resume full execution of performance hereunder as soon as possible.

34.2 Notwithstanding anything in Article 34.1 (and without prejudice to the generality thereof) the following events or circumstances shall not be treated as being Force Majeure or caused thereby:

- (a) failure by either Party to pay money when due or fulfil any financial obligation under this Contract;
- (b) the insolvency of Contractor or any entity constituting Contractor.

34.3 If the Petroleum Operations are partially or totally suspended as a result of Force Majeure, this Contract shall be extended by a period corresponding to the duration of the Force Majeure event, provided however that any such extension shall not exceed three (3) years unless otherwise agreed by the Parties.

34.4 Contractor may terminate this Contract upon a three (3) month written notice to the Minister if the fulfilment of the obligation of either Party under this Contract is affected by Force Majeure during the Exploration Period or any extension thereof for a

continuous period exceeding three (3) years without further obligation and liabilities of any kind.

ARTICLE 35

NOTICES

35.1 Any notice, plan, programme, report or other communications required or given under this Contract shall be deemed given when delivered in writing either by hand, in person or through the registered mail or courier service fax transmission or e-mail. Any fax transmission or e-mail will be confirmed upon the receipt of the communication by registered mail appropriately addressed as follows:

TO MINISTER

By Hand, Registered Mail or E-mail:-

Ministry of Energy and Energy Industries
Level 26, Tower C - Energy Trinidad and Tobago
International Waterfront Centre
#1 Wrightson Road
Port of Spain
Trinidad and Tobago

Attn: Permanent Secretary

Tel No. (868) 225-4334 Ext. 2641
Fax No. (868) 225-5764
E-mail: ...

TO CONTRACTOR

By Hand, Registered mail or E-mail:-

.....

Attention:

35.2 Each of the Parties may change its address or addresses or representative for purpose of receiving notices by giving at least ten (10) days prior written notice of the change to the other Party.

ARTICLE 36

TERMINATION

36.1 The Minister shall have the right to terminate the Contract and to take without consideration all property of whatever nature belonging to Contractor in Trinidad and Tobago related to the Contract Area if Contractor fails:

- (a) to fulfil the obligations provided for in Articles 7 or 14 hereof; or
- (b) to conform to the provision of an arbitration award or expert determination under Article 33 hereof.

36.2 Contractor shall have the right to terminate this Contract by electing to relinquish the entire Contract Area pursuant to the conditions specified in Article 5. Upon such election, any guarantees provided with respect to Contractor's obligations shall automatically terminate except with regard to any accrued but unfulfilled obligations existing as of the date of termination.

36.3 If either Party to the Contract commits a material breach of Contract, the other Party shall have the right to terminate the Contract using the following procedure:

- (a) the Party claiming the right to terminate shall give notice to the other Party specifying the particular material breach complained of, and requiring the other Party, within ninety (90) days of such notice, to remedy the same or make

reasonable compensation to the complaining Party, as the case may be;

- (b) if the Party receiving the notice fails to comply with said notice, the complaining Party may, after the expiration of the ninety (90) days notice, forthwith terminate this Contract provided that in the event the issue of whether there has been a material breach has been referred to arbitration or expert determination under Article 33, the complaining Party may not exercise its power of termination until the result of arbitration or expert determination is known. The Party which elects to refer the dispute to arbitration or expert determination must be diligent in pursuing its claim in such proceedings. Failure to pursue such claim diligently will entitle the complaining Party to exercise its right to terminate in spite of the referral to arbitration or expert determination.

36.4 Contractor shall have the right to terminate this Contract in accordance with the provisions of Article 34.4.

36.5 This Contract may be terminated prior to the end of the Contract term, by express agreement of the Parties or in accordance with the provisions of Article 4.2.

36.6 Upon the termination of this Contract by either Party, all rights granted to Contractor and all obligations imposed on Contractor hereunder shall terminate, subject and without prejudice to any rights which may have accrued to the Minister or to Contractor under this Contract.

ARTICLE 37

ABANDONMENT PROGRAMME, BUDGET AND ESCROW ACCOUNT

37.1 Within sixty (60) days after cessation of Production or the sooner relinquishment of some or all of the Contract Area, Contractor shall carry out to the Minister's satisfaction an abandonment programme agreed with the Minister for all installations and pipelines provided by Contractor under this Contract that the Minister elects not to have delivered up to him in accordance with Article 24.1. With respect to the area being relinquished and/or Facilities thereon, such abandonment programme shall comply with sound and current international Petroleum industry principles and guidelines for abandonment and decommissioning of Facilities.

37.2 From the date of first Commercial Discovery, the Minister and Contractor shall agree to establish an interest bearing escrow account in the name of the Minister at a financial institution determined by the Minister to accumulate cash reserves for use to fund against possible pollution and eventual abandonment of wells and decommissioning of Facilities related to Petroleum Operations in the Contract Area.

37.3 Contractor shall pay twenty-five (25) cents in the currency of the United States of America per Barrel of oil equivalent produced into said escrow account from the date of first production. All amounts paid into such escrow account by the Contractor shall be cost recoverable subject to the Accounting Procedure and the auditing provisions of the Contract.

37.4 The Minister may at his sole discretion access

funds from the escrow account in the event that Contractor fails to (i) effect environmental clean-up, or (ii) properly abandon wells, or decommission Facilities to the satisfaction of the Minister. Where the Minister accesses the escrow account as aforementioned during the term of the Contract, Contractor shall be required to pay into the account the sum used for said purposes within sixty (60) days.

37.5 Contractor shall submit for the Minister's approval, at least five (5) years prior to the Contractor's anticipated final cessation of Production of a Field or of operation of a pipeline, a proposed programme for abandonment and decommissioning of Facilities and budget in relation to all such installations and pipelines provided by Contractor under this Contract.

37.6 The Minister shall act without unreasonable delay in reaching a decision on Contractor's proposal under Article 37.5 and may approve or modify or impose conditions thereon. Before modifying or imposing conditions on the proposal, the Minister shall notify Contractor of the proposed modification or conditions and give Contractor the opportunity to make written representations within sixty (60) days thereafter about the proposed modifications or conditions. After taking into consideration such representations, the Minister and Contractor shall make their best efforts to mutually agree on the proposed modifications or conditions of the programme and budget for abandonment and decommissioning of the facilities. In the event that the Minister and Contractor cannot mutually agree on the proposed abandonment programme and budget for abandonment and decommissioning of facilities, either Party may, by written notice to the other Party, propose that the dispute be referred for determination in accordance with

the provisions of Article 33. Until such time that the determination has been made, Contractor shall make payments into the escrow account referred to in Article 37.2, based on its proposed abandonment programme and budget for abandonment and decommissioning of the facilities. After the determination is made, Contractor shall adjust the payments to such escrow account to reflect the abandonment and decommissioning programme of the facilities and budget so determined.

37.7 In the event that Contractor does not present a timely proposal to the Minister under Article 37.5, the Minister, after giving thirty (30) days notice to Contractor of his intention to do so, may prepare an abandonment and decommissioning programme of Facilities and budget for the Contract Area if Contractor does not present a proposal by the end of the thirty (30) day period. When the Minister has so prepared the abandonment and decommissioning of the Facilities programme and budget, it shall have the same effect as if it had been submitted by Contractor and approved by the Minister.

37.8 The approved budget for carrying out the approved abandonment and decommissioning programme of the Facilities and budget shall be provided for by monies paid into the escrow account established under Article 37.2. In addition to the payments made under Articles 37.3 and 37.4 Contractor shall also pay into the account a Per Unit of Production Assessment. If the approved budget is more than the value of the escrow account, Contractor shall pay the difference based on a per unit of Production assessment. The assessment shall be calculated dividing the difference between the approved budget and the value in the escrow account by the estimated units of Production to be produced and saved by Contractor between the date of the Minister's approval

and the anticipated date of the abandonment.

- 37.9(a) Upon determination of the Contract, where Contractor fulfils all obligations in respect of environmental remediation, abandonment of wells and decommissioning of Facilities to the satisfaction of the Minister, all existing funds in the escrow account shall remain with the Minister.
- (b) If the escrow amount is insufficient to complete the approved programme or environmental remediation, Contractor shall pay all such additional required costs.
- (c) In the event the Minister elects to have the Facility delivered up to him, the Minister, shall assume all responsibility for the Facility and its abandonment and hold Contractor harmless against any liability with respect thereto accruing after the date of such transfer of the Facilities to the Minister.

ARTICLE 38

THE PETROLEUM ACT AND REGULATIONS

38.1 Pursuant to Section 6(4) of the Act, the Parties have agreed that this Contract sets out comprehensively the rights and obligations of the Parties with regard to matters otherwise covered by the Act and the Petroleum Regulations provided that, any provisions regarding safety, abandonment and decommissioning of facilities incorporated in the Regulations, Rules and/or Orders as the Minister may issue from time to time shall apply to Contractor.

38.2 So much only of the Act and the Regulations as are not excluded by the Contract shall apply to Contractor, and where any provision of the Act or the Regulations is modified by this Contract for the purposes of this Contract, the Act and the Regulations shall be read and construed accordingly, and where there is any conflict or variance with reference to any matter between the provisions of this Contract and the Act or the Regulations, the provisions of this Contract shall prevail.

ARTICLE 39

LOCAL CONTENT

39.1 Contractor shall comply with the Government's Local Content Legislation and Policies that are in effect and which may be amended from time to time.

39.2 Contractor shall maximize to the satisfaction of the Minister the level of usage of Local Goods and Local Services, businesses, financing and the employment of nationals of the Republic of Trinidad and Tobago.

39.3 Contractor shall ensure that sub-contracts are sized, as far as it is economically feasible and practical to match the capability (time, finance and manpower) of Local Contractors or Local Suppliers and shall manage the risk to allow their participation.

39.4 Contractor shall provide to the Minister together with the annual Work Programme and budgets required under Articles 14 and 15 a list of all projects to be undertaken as well as all goods and services that are required for the conduct of Petroleum Operations. The Minister and Contractor shall agree on a list of those projects and goods and services which shall be published in at least two local newspapers and on the Ministry's website.

39.5 All tenders are to be advertised, evaluated and awarded in Trinidad and Tobago. Contractor shall apply to the Minister for prior approval where the circumstances warrant that any part of the tender process be conducted outside of Trinidad and Tobago.

39.6 Contractor shall give equal treatment to Local Contractors or Local Suppliers by ensuring access to all tender invitations and by including high weighting on

local value added in the tender evaluation criteria.

39.7 Contractor shall give assurance to Local Contractors or Local Suppliers in respect of prompt payment for goods and services actually provided to Contractor and its Subcontractors both foreign and local.

39.8 Contractor shall ensure the development of nationals by imparting to them technology and business expertise in all areas of energy sector activity including but not limited to:

- (i) fabrication;
- (ii) information technology support, including seismic data acquisition, processing and interpretation support;
- (iii) operations and maintenance support;
- (iv) maritime services;
- (v) business support services, including accounting, human resource services, consulting, marketing and contract negotiations;
- (vi) financing; and
- (vii) trading.

39.9 Contractor shall ensure that nationals are selected and trained consistent with Contractor's performance standards in relation to activities referred at Article 39.8.

39.10 In addition to the requirements in Article 39.8

Contractor shall ensure that the development of nationals in key areas will allow them to take more value-added, analytical and decision-making roles in areas of:

- (a) a technical or professional nature including general management, design engineering, project management, seismic data processing, human resource development, legal; and
- (b) business strategic skills including leadership, business development, executive management, commercial, analytical, negotiating, strategy development and trading know-how and acumen.

39.11 In accordance with its obligations under Article 10.4, Contractor shall maintain records to facilitate the determination of the Local Content of expenditure incurred in respect of Petroleum Operations. These records shall include supporting documentation certifying the cost of Local Goods, labour and Local Services used and shall be subject to audit by the Minister.

39.12 Pursuant to Article 10 of Annex "C" Contractor shall prepare and submit reports to the Minister in accordance with the specified timeframe.

ARTICLE 40

MISCELLANEOUS

40.1 This Contract may not be amended, or any provision hereto waived, except in writing and executed with the same formality as this Contract by the Parties hereto and expressly stated to be an amendment or waiver of this Contract.

40.2 The headings of this Contract are for convenience of reference only and shall not be taken into account in interpreting the terms of this Contract. A reference to the singular in this Contract includes a reference to the plural and vice versa.

40.3 The provisions of this Contract shall inure to the benefit of and be binding upon the Parties and their permitted assignees and successors in interest.

40.4 No waiver by any Party of any one or more obligations or defaults by any other Party in the performance of the Contract shall operate or be construed as a waiver of any other obligations or defaults whether of a like or of a different character.

40.5 In case any one or more of the provisions contained in this Contract should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby provided the invalid, illegal or unenforceable provision or provisions are not fundamental to this Contract.

40.6 This Contract supersedes and replaces any previous agreement or understanding between the Parties whether oral or written on the subject matter hereof, prior to the date of this Contract.

POSTIVELY VETTED BY THE ATTORNEY GENERAL

AS WITNESS WHEREOF _____, the Acting Commissioner of State Lands acting on behalf of **HER EXCELLENCY PAULAMAE WEEKES**, the President of the Republic of Trinidad and Tobago has hereunto set her hand this _____ day of _____, 2022, _____, the Minister of Energy and Energy Industries has hereunto set his hand this _____ day of _____, 2022, the Common Seal ofwas hereunto affixed this day of _____, 2022 andthe duly authorised attorney for has hereunto set his hand this _____ day of _____, 2022.

SIGNED AND DELIVERED by the)
within-named _____, the)
Acting Commissioner of State Lands,)
as and for the act and deed of)
the President of the Republic of)
Trinidad and Tobago in the)
presence of:)

.....

And of me,

.....

Attorney-at-Law

POSTIVELY VETTED BY THE ATTORNEY GENERAL

SIGNED AND DELIVERED by the)
within-named, _____,)
Minister of Energy and Energy)
Industries as and for his act and)
deed in the presence of:)

.....
Permanent Secretary (Ag.)
Ministry of Energy and Energy Industries
Level 26, Tower C - Energy Trinidad and Tobago
International Waterfront Centre
#1 Wrightson Road
Port of Spain
Trinidad and Tobago

And of me,

.....
Attorney-at-Law

The Common Seal of)
)
was hereunto affixed by)
....., Director, and)
signed by him in conformity with)
the Articles of Association of)
the said Company and as and for)
the act and Deed of the said)
Company in the presence of:)

.....

And of me,

.....

Attorney-at-Law

POSTIVELY VETTED BY THE ATTORNEY GENERAL

SIGNED AND DELIVERED by the duly)
constituted Attorney for and on)
behalf of and as and for the act)
and deed of)
pursuant to a Power of Attorney)
in conformity with the Memorandum)
and Articles of Association of the)
said Company)

in the presence of:

.....

And of me,

.....

Attorney-at-Law

POSTIVELY VETTED BY THE ATTORNEY GENERAL

ANNEX "A"
GEOGRAPHICAL DESCRIPTION OF BLOCK

ANNEX "B"

INFORMATION TO BE SUBMITTED BY CONTRACTOR

1. Monthly, quarterly and annual progress reports.
2. Reports on magnetic and gravity surveys and any other geological or geophysical surveys performed, including where applicable but not limited to:
 - (a) Flight path maps in 1:50,000 and 1:100,000 scales;
 - (b) Magnetic recording tapes of field data on a medium to be specified by the Minister;
 - (c) Daily records of the earth's magnetic fields;
 - (d) Specifications of equipment used in magnetic and gravity surveys and any other geological or geophysical survey performed;
 - (e) Reports on the interpretation of items (a), (b) and (c) together with maps showing the intensity of magnetic and gravity readings, depth of basement and structural maps in 1:50,000 and 1:100,000 scales, in transparencies, paper prints and in digital form; and
 - (f) Magnetic tapes of the processed and navigation data on a medium and format specified by the Minister.

Reports on items (a), (b), (c) and (d) shall be submitted within thirty (30) days after completion of the magnetic and gravity surveys, and reports on item (e) shall be submitted within ninety (90) days

following preparation.

3. Reports on geological surveys conducted both within and outside the Contract Area in respect of Petroleum Operations under the Contract, to be submitted within ninety (90) days after completion of such surveys, including but not limited to:
 - (a) Geological maps in 1:10,000 and 1:100,000 scales and maps showing the location of the collection of samples in 1:25,000 scale in transparencies, paper prints and digital form;
 - (b) Analysis of Petroleum reservoirs specifying all reservoir parameters including but not limited to the rock types, petrology, permeability and porosity;
 - (c) Petroleum source rock analyses; and
 - (d) Palaeontology analysis, stratigraphy and environment of deposition.
4. Reports on seismic data and interpretations thereof, including where applicable the following in relation to seismic surveys:
 - (a) Source and receiver pattern diagrams;
 - (b) Specifications of equipment used in seismic surveys;
 - (c) Maps showing permanent markers used in the survey in 1:50,000 scale;
 - (d) Seismic shot point maps in 1:50,000 and 1:250,000 scales, transparencies, paper prints

and in digital form;

- (e) Source wave form characteristic analysis;
- (f) Field and processed navigation tapes and seismic final processed tapes; and reprocessed tapes if they have been used for reinterpretation and/or location of well(s). These data are to be supplied on a medium and in a format specified by the Minister on approval of these surveys;
- (g) 2D seismic sections of all seismic data processing displays of every seismic line, in one (1) second per ten (10) centimetre scale, including transparencies and one paper print. The same requirement applies to any reprocessed lines;
- (h) Root mean square velocity and interval velocity analysis of shot points carried out on each line;
- (i) Seismic interpretation of every horizon that Contractor has interpreted as well as any thickness, facies, environment, maturity and any other interpretive maps prepared by the Contractor;
- (j) Structural contour maps based on the interpretations in (h) and (i) at the scale utilized by Contractor or a scale specified by the Minister;
- (k) For 3D seismic surveys the Minister retains the right to be supplied with a copy of the field tapes including navigation tapes and observer reports at any time in the life of the Contract at Contractor's cost;

- (l) 3D seismic final processed data including navigation to be supplied on a tape medium and format specified by the Minister on approval of the survey; and
- (m) 3D seismic sections at a spacing to be specified by the Minister and at a scale to be specified by the Minister. One (1) paper and one (1) film of each specified seismic line.

Reports on items (a), (b), (c), (e), (f), (g) and (h) shall be submitted within sixty (60) days after completion of the processing of each seismic line.

Reports on items (i) and (j) shall be submitted upon completion of each seismic interpretation.

5. Reports on drilling operations including the following:

- (a) A daily report by 13:00 hours of the following day, which must contain the following details where applicable:
 - (i) Name of well and of Contractor;
 - (ii) Date and time of operation;
 - (iii) Name of drilling rig;
 - (iv) Days of previous operation on the particular well;
 - (v) Depth of well at time of report;
 - (vi) Diameter of well;
 - (vii) Type and size of drill bit;
 - (viii) Deviation of well;

- (ix) Type, weight, and specification of drilling mud;
 - (x) Operations and problems during previous twenty-four (24) hours;
 - (xi) Lithology within previous twenty-four (24) hours;
 - (xii) Petroleum found;
 - (xiii) Type, size, weight and depth of casing;
 - (xiv) Cementing;
 - (xv) Pressure test of petroleum blow-out preventer, casing, and other related equipment;
 - (xvi) Well-logging, including type and depth of logging;
 - (xvii) Core sampling;
 - (xviii) Flow tests and the depth thereof;
 - (xix) Well abandonment;
 - (xx) Drilling rig released; and
 - (xxi) Conditions of weather.
- (b) Two (2) complete sets of well logs at 1:500 and 1:200 scales spliced into continuous logs, both paper print and digital form, to be submitted within twenty (20) days after the completion of well logging operations (in addition to well

logs which the Contractor supplies while drilling);

- (c) Well completion reports to be submitted within sixty (60) days after completion of drilling. These reports shall contain a well completion log, a complete description of the results of the well, the results of tests and the details of geology and lithology. The well completion log will be at 1:1000 scale and should include at least the following:

- (i) Log curves;
- (ii) Lithologic plot and description;
- (iii) Formation tops;
- (iv) Velocity information;
- (v) Shows and tests;
- (vi) Casing and plugs;
- (vii) Cores;
- (viii) Paleontologic and palynologic markers;
- (ix) Environment of deposition; and
- (x) Any other information which Contractor has plotted on its own 1:1,000 scale logs which contributes to an interpretation of the results of the well.

The well completion report shall also include where applicable:

- (i) Reports on analysis of any samples taken;

- (ii) Reports on any well tests conducted;
 - (iii) Analysis of Petroleum and water; and
 - (iv) Pressure analysis.
6. Reports on production of Petroleum, including the following:
- (a) A daily report by 13:00 hours of the following day, with the following details:
 - (i) Quantity of Petroleum produced;
 - (ii) Quantity of Petroleum used in Petroleum Operations;
 - (iii) Quantity of Petroleum measured at Measurement Point;
 - (iv) Quantity of Petroleum flared;
 - (v) Tubing and casing pressure;
 - (vi) Choke size;
 - (vii) Well Test; and
 - (viii) Operations during the previous twenty-four (24) hours.
 - (b) Reports detailing the results obtained with respect to the following shall be submitted immediately when they become available after the relevant analyses are carried out:
 - (i) Gravity and viscosity;

- (ii) Vapour pressure;
 - (iii) Pour point;
 - (iv) Dew-point and composition of Natural Gas;
 - (v) Impurities; and
 - (vi) Water produced and results of the analysis.
-
- (c) Workover report, giving reasons, length and details of workover within thirty (30) days after the completion of the workover;
 - (d) Stimulation report, stating methods and details of materials used for the purpose within thirty (30) days after the completion of operations;
 - (e) Bottom hole pressure test within fifteen (15) days after the completion of the test;
 - (f) Production test report including details of calculation within thirty (30) days after completion of the test; and
 - (g) Structural contour maps for all producing horizons together with well location, reserve assessment, and detailed calculation and reservoir simulation report, if, and when prepared within thirty (30) days prior to Production, and every six (6) months during Production in the event of change.

7. Reports on investigation of Petroleum reserves, Field limits and related economic evaluations as required under the Contract and the Regulations.
8. Safety programmes and reports on accidents.
9. Representative samples of all cores and fluids extracted from wells drilled in the Contract Area.
10. Such other samples, data, reports, plans, designs, interpretations or information as the Minister may request including anything for which the cost was recorded by the Contractor in its books as a cost of Petroleum Operations.
11. Revisions of reports, data, analyses or processing shall be submitted to the Minister within thirty (30) days of completion.
12. All reports, maps and log data requested herein are required to be submitted in both digital and printed format unless otherwise notified in writing by the Minister.

ANNEX "C"

ACCOUNTING PROCEDURE

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ARTICLE 1 GENERAL PROVISIONS

1.1 Definitions

The definitions contained in Article 1 of the Production Sharing Contract to which this is annexed shall apply to this Accounting Procedure and have the same meaning except that references herein to Articles refer to Articles hereof unless otherwise indicated.

1.2 Precedence of Documents

In the event of any inconsistency or conflict between the provisions of this Accounting Procedure and the provisions of the Contract, the provisions of the Contract shall prevail.

1.3 Statements

Within twenty-five (25) days from the end of each Calendar Quarter Contractor shall supply the Minister with the following statements:

- (a) A statement of receipts in accordance with Article 4;
- (b) A Production statement in accordance with Article 6;
- (c) A cost recovery statement containing the information required by Article 7;
- (d) A statement of expenditure by Article 8;

- (e) A control statement containing the information required by Article 9; and
- (f) A statement of Local Content in accordance with Article 10.

Consolidated annual summaries of each of these statements shall also be provided to the Minister within sixty (60) days after the end of the relevant Calendar Year.

1.4 Books of Account

Contractor's books for Petroleum Operations shall be kept on the accrual basis in United States Dollars. Such books of account shall be kept in Trinidad and Tobago, in the English language and in accordance with International Financial Reporting Standards, the provisions of the Contract and this Accounting Procedure. All United States Dollar expenditures shall be charged in the amount incurred. All expenditures incurred in Trinidad and Tobago currency shall be translated into United States Dollars in conformity with Article 22.2 of the Contract, and all other non-United States Dollar expenditures incurred shall be translated into United States Dollars at prevailing international exchange rates. Contractor shall maintain a record and documentation of the exchange rates used in translating Trinidad and Tobago currency or other non-United States Dollar expenditures to United States Dollars.

1.5 Revision of Accounting Procedure

This Accounting Procedure may be revised from time to time by written agreement between the Minister and Contractor.

1.6 Detailed Outline of Accounting System

Within ninety (90) days after the Effective Date, Contractor shall present to the Minister the following:

- Chart of accounts with detailed classification by cost centres as specified by Article 3 hereof;
- Copy of its financial regulations and accounting procedures manual;
- Name of the electronic management information system to be used by the Contractor;
- Names of the accounting and other reports which will be generated by the information system;
- Authorization to access the modules of the information system which will record the transactions and generate the reports required under this Contract;
- Detailed organization chart; and
- Format of the monthly reporting system.

1.7 Procurement Procedure

Within ninety (90) days after the Effective Date, Contractor shall furnish to the Minister the procurement procedures to be followed by Contractor for obtaining materials, equipment and services under the Contract.

1.8 Basis for all charges

Transactions shall be recorded to include, without limitation, such costs as broker's fees, transportation charges, loading and unloading fees, demurrage, import duties, surcharges and licence fees associated with the procurement of materials and equipment, and applicable taxes.

With respect to costs incurred under this Contract, Minister expects that Contractor will purchase equipment, materials or services at a price that shall not exceed Fair Market Value. The Contractor shall keep such records as may be appropriate to substantiate the determination of Fair Market Value for equipment, materials or services purchased. Where equipment, materials or services are purchased without a competitive bidding process or from a party who is not at Arm's Length, the Contractor shall document at the date of the transaction the basis for concluding at the recorded price. Only the portion of such purchase price that does not exceed Fair Market Value shall be eligible for Cost Recovery and any amount of such purchase price in excess of Fair Market Value shall be a non-recoverable cost as provided for in Article 5 of this Accounting Procedure.

Where equipment, materials or services are acquired in the Caribbean-Latin American region, the market conditions in this region shall be considered in determining the Fair Market Value.

1.9 Prepayments

Deposits for or prepayments for goods or services shall not result in Cost Recovery until these goods and services are fully received.

ARTICLE 2 COST AND EXPENDITURE

2.1 Classification of Costs and Expenditures

The detailed chart of accounts will be submitted to the Minister pursuant to Article 1.6 hereof. However, as a minimum, costs and expenditures subject to Cost Recovery shall be accounted for in accordance with the following classifications:

(a) Surface Use Rights

All direct costs attributable to the acquisition, renewal or relinquishment of surface use rights for areas required by Contractor for installations and operations forming part of Petroleum Operations.

(b) Labour

- (i) Actual salaries and wages of Contractor's employees directly engaged in Trinidad and Tobago in the various activities under the Contract, including salaries and wages paid to geologists, engineers and other employees temporarily assigned to and employed in such activities;
- (ii) Actual salaries and wages of employees of Contractor's Affiliates, whose services are not covered by paragraph (f) (ii) or (l) hereof, attributable to time worked within or outside of Trinidad and Tobago on Petroleum Operations under the Contract and documented by time sheets;

(iii) Cost of overseas service premiums, living and housing allowances, and other customary allowances applicable to salaries and wages of expatriate employees chargeable under paragraph

(b) (i) hereof;

(iv) Paid bonuses, overtime and other customary allowances applicable to salaries and wages of national employees chargeable under paragraph (b) (i) hereof; and

(v) Expenditures or contributions if any made pursuant to law or assessments imposed by Government which are applicable to labour costs chargeable under paragraph (b) (i) hereof.

(c) Employee Benefits

(i) Cost of Contractor's established plans and policies for employee group life insurance, social security, hospitalization, pension, retirement, stock purchase, thrift, expatriate tax equalization, dependent education and other benefits of a like nature attributable to salaries and wages chargeable under paragraphs (b) (i) or (b) (ii) hereof.

(ii) Severance pay to national employees charged at a fixed rate applied to the national payroll, which will equal an amount equivalent to the maximum liability for such severance payments under applicable Trinidad and Tobago law.

(d) Materials, Equipment and Supplies

- (i) Materials, equipment and supplies purchased or furnished by Contractor valued in accordance with the provisions of Article 4 hereof.
- (ii) Materials and equipment rented, charged at actual cost.

(e) Transportation

- (i) Transportation of equipment, Materials and supplies necessary for the conduct of Contractor's activities under the Contract;
- (ii) Business travel and transportation expenses to the extent covered by established policies of Contractor, as incurred and paid by, or for expatriate and national employees in the conduct of Contractor's business; and
- (iii) Employee relocation costs for expatriate and national employees to the extent covered by established policy of Contractor; for expatriates, this will include all travel and relocation costs of such employees and their families to and from the employee's point of origin at the time of employment, at time of separation and for vacations, and travelling expenses for employees and their families incurred as a result of a transfer from one

location to another within Trinidad and Tobago.

(f) Services

(i) Outside Services

The cost of consultants, contract services and utilities procured from third parties.

(ii) Affiliated Services

Cost of services, including laboratory analysis, drafting, geophysical processing and interpretation, geological interpretation, engineering and data processing which are performed by Contractor's Affiliates in facilities inside or outside Trinidad and Tobago that are not covered by paragraph (b) (ii) or (k) hereof.

(g) Damages and Losses

All costs or expenses necessary to replace or repair damage or losses incurred by fire, flood, storm, theft, accident or any other cause not controllable by Contractor through the exercise of reasonable diligence and not resulting through Contractor's failure to file timely claims and to diligently pursue such against the insurers. Contractor shall furnish the Minister written notice of damage or losses incurred in excess of Twenty-Five Thousand United States Dollars (USD\$25,000.00)

per occurrence, as soon as practicable after report of the same has been received by Contractor.

(h) Insurance and Claims

The cost of insurance, including public liability, property damage and other insurances including the coverage against liabilities of Contractor to its employees and/or outsiders as may be carried by Contractor, or required by the laws, rules and regulations of Trinidad and Tobago or as the Minister and Contractor may agree upon. If no insurance is carried for a particular risk, all related actual expenditures incurred and paid by Contractor in settlement of any and all losses, claims, damages, judgments and any other expenses, including legal services, shall be charged to the appropriate expenditure account, provided such loss, claim or damage did not result from Contractor's failure to operate in accordance with the standards required by the Contract or failed to obtain insurance where good business practices would have justified such insurance.

(i) Field Offices, Camps, Warehouses, Miscellaneous Facilities

Cost of establishing and operating field offices, camps, and other facilities such as shore bases, warehouses, water systems, and road or other transportation systems necessary for the conduct of Contractor's activities under the Contract.

(j) Legal Expenses

All costs and expenses of litigation, or legal services otherwise necessary or expedient for the protection of the Contract Area and Facilities provided under the Contract; Petroleum Operations and facilities against third party claims, including outside attorney's fees and expenses, together with all judgments obtained against the Parties or any of them on account of the operations under the Contract; and actual expenses incurred by a Party in securing evidence for the purpose of defending against any action or claim prosecuted or urged in connection with the operations or the subject matter of the Contract. In the event actions or claims affecting the interests hereunder shall be handled by the legal staff of Contractor or its Affiliates the cost of such personnel shall be chargeable under paragraph (b)(i) or (ii) hereof.

(k) General Expenses

Cost of staffing and maintaining Contractor's office or offices in Trinidad and Tobago except offices covered by paragraph (i), excepting salaries of employees of Contractor or an Affiliate who are assigned to the various activities under the Contract which will be charged as provided in Article 2.1(b) hereof.

(l) Administrative Overhead

- (i) Contractor's administrative overhead outside Trinidad and Tobago applicable to the Petroleum Operations under the

Contract prior to the date of the first declaration of Commercial Discovery in the Contract Area shall be charged in accordance with the following rates with respect to all expenditures allowable for Cost Recovery other than administrative overheads:

Three per cent (3%) of the first Ten Million United States Dollars (USD\$10,000,000.00) of such expenditures paid during the Calendar Year;

Two per cent (2%) of the next Six Million United States Dollars (USD\$6,000,000.00) of such expenditures paid during the Calendar Year; and

One per cent (1%) of amounts exceeding Sixteen Million United States Dollars (USD\$16,000,000.00) of such expenditures paid during the Calendar Year.

- (ii) Contractor's administrative overhead outside Trinidad and Tobago applicable to Petroleum Operations under the Contract after the date of the first declaration of Commercial Discovery in the Contract Area shall be charged in accordance with the following rates with respect to all expenditures allowable for

Cost Recovery other than administrative overhead:

Five-tenths of one per cent (0.5%) of the first Forty Million United States Dollars (USD\$40,000,000.00) of such expenditures paid during the Calendar Year;

Four-tenths of one per cent (0.4%) of amounts exceeding Forty Million United States Dollars (USD\$40,000,000.00) but not greater than One Hundred Million United States Dollars (USD\$100,000,000.00) of such expenditures paid during the Calendar Year; and

Three-tenths of one per cent (0.3%) of amounts exceeding One Hundred Million United States Dollars (USD\$100,000,000.00) of such expenditures paid during the Calendar Year.

(iii) Contractor shall make provisional monthly charges to the accounts based on the above rates.

(iv) Such overhead charges shall be considered full compensation to Contractor's Affiliates wherever located for the following types of assistance provided:

(A) Executive

Time of executive officers above the rank of regional exploration manager.

(B) Treasury

Financial and exchange problems and payment of invoices.

(C) Purchasing

Procuring and forwarding materials, equipment and supplies.

(D) Exploration

Direction, advising and Production and controlling the entire project.

(E) Services

All direct services of Contractor's Affiliates not chargeable as direct charges under Articles 2.1(b) or 2.1(f) hereof, provided by other departments such as legal, engineering, employee relations and personnel recruiting, administrative, accounting and audit which contribute time, knowledge and experience to the operation.

(F) Import Duties and Taxes

All taxes, duties, levies or any other imposts, if any, paid in Trinidad and Tobago by Contractor under Article 23 of the Contract.

(G) Bank Charges

Bank charges, bond fees and charges for any guarantees required under Article 8 of the Contract and routine bank charges for transfers of funds and currency exchange.

(H) Other Expenses

Any justified costs, expenses or expenditures, other than those which are covered, dealt with or excluded by Article 2 or Article 6, incurred by Contractor for the proper conduct of the Petroleum Operations under approved Work Programmes and budgets.

ARTICLE 3 COST CENTRES

3.1 In order to provide for efficient control of the recoverable costs under the Contract, all costs must be presented for the Minister's review on the basis of cost centres and sub-divisions of these cost centres. The detailed division shall be presented to the Minister pursuant to Article 1.6 hereof. However, as a minimum the following divisions shall be established:

(a) The costs shall be allocated per area in the following manner:

(i) Each Exploration area;

(ii) Each individual Production area; and

- (iii) Costs that cannot be related to a certain area.
- (b) The costs shall be allocated per Petroleum Operation in the following manner:
 - (i) Exploration Operations, sub-divided further into:
 - (A) Geological, geochemical, paleontological, topographical and other surveys;
 - (B) Each individual geophysical survey;
 - (C) Each individual Exploration or Appraisal well;
 - (D) Infrastructure (roads, airstrips, etc.);
 - (E) Support facilities (warehouses, etc.), including an allocation of common service costs (costs related to various Petroleum Operations);
 - (F) An allocation of the administrative overhead and general expenses; and
 - (G) Other costs.
 - (ii) Development Operations, sub-divided further into:

- (A) Geological, geochemical, geophysical, and other surveys;
 - (B) Each individual Development Well;
 - (C) Gathering facilities;
 - (D) Field facilities;
 - (E) Tank farms and other storage facilities for Petroleum;
 - (F) Facilities:
 - Within Contract Area
 - Outside Contract Area;
 - (G) Support facilities, including an allocation of common service costs (cost related to various Petroleum Operations);
 - (H) An allocation of the administrative overhead and general expenses; and
 - (I) Other costs.
- (iii) Other Costs, Costs described in Article 2 but not included under 3.1 (b) (i) and (ii) above.

(c) Costs shall be allocated to Crude Oil and to Natural Gas, where both are being produced and saved. The allocation shall be in accordance with the following principles:

- (i) where costs are exclusively related to either Crude Oil or Natural Gas, such costs shall be allocated completely to the respective hydrocarbon;
- (ii) where costs can be attributed to both Crude Oil and Natural Gas, the costs shall be allocated pro-rata to the gross revenues earned from Crude Oil and Natural Gas in the Calendar Month in which these costs are being recovered or with the approval of the Minister on such other basis (in accordance with good practices in the international Petroleum industry).

ARTICLE 4 RECEIPTS

4.1 Credits in favour of the Contractor as a result of the Petroleum Operations or incidental thereto shall be credited to the respective accounts and be included as credits in the statement of expenditures. Such credits shall include the following transactions:

(a) Claims Recovery

The proceeds of any insurance or claim in connection with the Petroleum Operations or any assets charged to the accounts.

(b) Third Party Revenues

Revenues received from third parties for the use of property, assets, for the delivery of any services by the Contractor, or for any information or data.

(c) Adjustments

Any discounts or adjustments received by the Contractor from the supplier/manufacturers or their agents in connection with goods purchased or defective equipment or materials, the costs of which were previously charged to the accounts.

(d) Refunds

Rentals, refunds or other credits received by the Contractor, which apply to any charge which has been made to the accounts.

(e) Sale or Export of Materials

In case Contractor sells or exports or transfers any Material to Affiliates or other entities or persons, the value of such transfers shall be credited to the accounts, the costs of which were previously charged to the accounts. Such sale export or transfer shall not take place without the prior written consent of the Minister.

ARTICLE 5 NON-RECOVERABLE COSTS

5.1 The following costs shall be non-recoverable for purpose of Cost Recovery under Article 18 of the Contract:

- (a) interest on financing charges on investment in the Contract Area including interest payments or financing charges under a finance lease;
- (b) costs that are not reasonably justified with appropriate records which have been incorrectly accounted for (to the extent not corrected);
- (c) costs incurred before the Effective Date of the Contract;
- (d) costs of equipment, materials or services in excess of the Fair Market Value as provided for under Article 1.8;
- (e) charges for goods in excess of the amount allowed by Article 4 hereof and/or which the condition of the Material does not tally with their prices;
- (f) costs incurred beyond the Measurement Point;
- (g) taxes or impositions of whatever nature except for any applicable:
 - (i) customs duties and other import charges paid in Trinidad and

Tobago on Materials and equipment
requiredfor Petroleum Operations;
and

- (ii) employer taxes or contributions
permitted as part of labour costs
under Article 2.1(b) (v) paid in
or outside of Trinidad and Tobago;
- (h) costs or expenses which gave rise to a tax
liability, (e.g. withholding tax,
insurance premium tax, PAYE, etc.), which
tax liability has not been settled by the
Contractor;
- (i) amounts paid as a holding fee under Article
16.3 of the Contract;
- (j) payments made in accordance with Article
21 of the Contract;
- (k) costs of expert determination or
arbitration pursuant to Article 33 of the
Contract;
- (l) fines and penalties imposed by any
authority;
- (m) shortfall penalties under any LNG, gas
sales agreement or crude oil lifting
agreement.

- (n) donations or contributions, unless previously approved by the Minister;
- (o) payments on claims arising out of losses covered by any insurance;
- (p) the costs incurred for managing any joint venture or partnership or other commercial arrangement among various Contractor Parties;
- (q) costs which could have been covered by insurance but are incurred for failure to insure where insurance would have constituted a good business practice; and
- (r) transportation costs chargeable for employees and their families incurred as a result of a transfer from Trinidad and Tobago to a location other than the point of origin shall not be charged as a cost under the Contract.

ARTICLE 6 PRODUCTION STATEMENT

6.1 Contractor's Production statement shall contain the following information and shall be prepared in accordance with the following principles:

- (a) The Production sharing shall be determined on the basis of all Petroleum produced and saved from the Contract Area and measured at

the Measurement Point during the respective Month in accordance with Article 18 of the Contract. The average daily production of Crude Oil, Condensates and Natural Gas by Fields for the purpose of applying the provisions of Article 18 of the Contract shall be determined by dividing the respective total measurements of Available Crude Oil and Available Natural Gas attributable to each Field for the Month by the number of days on which Crude Oil and/or Natural Gas was produced in such Month. Where different grades of Crude Oil, Condensates and/or Natural Gas are being delivered at the Measurement Point, the volumes, of each grade shall be determined separately. However, in the event that different grades of such Crude Oil, Condensates or Natural Gas are blended together for sale then the volume of such a blend shall prevail.

- (b) The volumes of such grades of Crude Oil, Condensates and Natural Gas will be determined separately at the Measurement Point.
- (c) The volumes of Crude Oil and Condensates shall be corrected for water and sediments, and shall be determined on the basis of standard temperatures and pressures (sixty (60) degrees Fahrenheit and 14.7 p.s.i.a.). The gravity, sulphur content, and other quality indicators of the Crude Oil shall be determined and registered regularly.

- (d) The volumes of Natural Gas shall be determined on the basis of standard temperatures and pressures (sixty (60) degrees Fahrenheit and 14.7 p.s.i.a.). The energy content, sulphur content and other quality indicators of the Natural Gas shall be determined and registered regularly.

ARTICLE 7 COST RECOVERY STATEMENT

7.1 Contractor shall establish Cost Recovery accounts for Crude Oil and/or Natural Gas and shall, render to the Minister in electronic format as a component of the management information system, and not later than twenty-five (25) days after each Calendar Month a Cost Recovery statement containing the following information:

- (a) Recoverable costs carried forward from the previous Calendar Month, if any;
- (b) Recoverable costs incurred during the Calendar Month;
- (c) Total recoverable costs for the Calendar Month;
- (d) Quantity and value of Cost Recovery Crude Oil and/or Cost Recovery Natural Gas available to the Contractor during the Calendar Month;
- (e) Amount of costs recovered from the applicable Cost Recovery Crude Oil and/or Cost Recovery Natural Gas account for the Calendar Month;

- (f) Amount of recoverable costs carried into succeeding Calendar Month, if any; and
- (g) Quantities of Crude Oil and/or Natural Gas allocated to Contractor and the Minister, respectively, during the Calendar Month as Cost Recovery Crude Oil, Cost Recovery Natural Gas, Profit Crude Oil and/or Profit Natural Gas.

ARTICLE 8 STATEMENT OF EXPENDITURE

- 8.1 Contractor shall maintain accounts of expenditures incurred in respect of Petroleum Operations under the Contract and shall, pursuant to Article 1.3 hereof, prepare and render to the Minister not later than twenty-five (25) days after each Calendar Quarter a statement of expenditure. This statement shall show the following:
- (a) The expenditure contemplated for the budget year (Contract Year prior to Commercial Discovery and Calendar Year subsequent to Commercial Discovery), on the basis of the cost classification and cost centres as provided for in this Accounting Procedure;
 - (b) The expenditure (less credits) accrued during the Month in question;
 - (c) The cumulative expenditure (less credits) to date for the budget year under consideration;
 - (d) Modifications to the budget;

- (e) The latest forecast of cumulative expenditure for year end; and
- (f) Variations between budget forecast (as amended by sub-paragraph (d) hereof, where applicable) and latest forecast and reasonable explanations thereof.

8.2 Contractor shall submit annually forecasted statements of expenditure for five-year periods from the Effective Date of the Contract. The forecasted statement of expenditure shall include:

- i. capital expenditure;
- ii. operating expenditure;
- iii. general and administrative expenses;
- iv. cost recovery;
- v. Minister's share; and
- vi. Contractor's obligation for each type of tax.

ARTICLE 9 CONTROL STATEMENTS AND OTHER ACCOUNTS

9.1 Control Statements

Contractor shall prepare each Calendar Month a control statement showing the accumulated accounts of costs and revenues verified by the Minister in accordance with Article 17 of the Contract. The statement shall include information in respect of the following:

- (a) The total amount of recoverable costs;
- (b) The amount of costs recovered;
- (c) The amount of costs remaining to be recovered;
- (d) The total quantity and value of Cost Recovery Crude Oil and/or Cost Recovery Natural Gas allocated to the Contractor; and
- (e) The total quantity and value of Profit Crude Oil and/or Profit Natural Gas allocated to the Minister and the Contractor respectively under the Contract.

ARTICLE 10 STATEMENT OF LOCAL CONTENT

- 10.1 Contractor shall maintain records to facilitate the determination of the Local Content of expenditures incurred in respect of Petroleum Operations. These records shall include supporting documentation certifying the cost of Local Goods, labour and Local Services used and shall be subject to audit.
- 10.2 Contractor shall, pursuant to Article 1.3 hereof, prepare and render to the Minister not later than twenty-five (25) days after each Calendar Quarter and annually a statement of Local Content.
- 10.3 The Statement of Local Content shall include but not be limited to the following categories:
- (a) Payments made to Local Contractors who supply Local Goods and Local Services;
 - (b) Payments made to Local Suppliers other than Contractors who supply Local Goods;
 - (c) Payments made to Local Subcontractors and Local Suppliers who supply foreign goods;
 - (d) Payments made to Foreign contractors and suppliers who supply Local Goods;
 - (e) Payments made to foreign contractors and suppliers who provide foreign goods and services;
 - (f) Payments of salaries, wages, profits, dividends on shares and other tangibles to

persons who are nationals of Trinidad and Tobago;

(g) Statement on the development of people outlining the level of promotion of nationals in the key areas identified in Article 10.12; and

(h) The CIF of all foreign goods to be listed in the statement of Local Content.

- 10.4 For the purpose of measurement, Local Content shall be comprised of all costs incurred as direct materials, direct sub-contracts, indirect materials, indirect subcontracts, construction management and other costs. Local Content shall not include any taxes or other statutory payments to government including payments made under this Contract.
- 10.5 The Contractor shall maximize to the satisfaction of the Minister the level of usage of Local Goods and Local Services, Local Contractors or Local Suppliers, financing and the employment of nationals of Trinidad and Tobago. In this regard, the Contractor shall ensure that sub-contracts are sized, as far as it is economically feasible and practical to match the capability (time, finance and manpower) of local suppliers and shall manage the risk to allow their participation.
- 10.6 The Contractor shall provide the Minister at the beginning of each Calendar Year with a list of all projects to be undertaken as well as all goods

and services that are required. The Minister and Contractor shall agree on a list of those projects and goods and services that is to be published in at least two (2) local newspapers and on the Ministry's website.

- 10.7 All contracts are to be advertised and awarded in Trinidad and Tobago. The Contractor shall apply to the Minister for prior approval where the circumstances warrant that any part of the tender process be conducted abroad.
- 10.8 The Contractor shall give preferential treatment to local suppliers by ensuring access to all tender invitations and by including high weighting on local value added in the tender evaluation criteria.
- 10.9 The Contractor shall give preference and assurance to local suppliers in respect of prompt payment for goods and services actually provided to the Contractor and its Subcontractors both foreign and local.
- 10.10 The Contractor shall ensure the development of people by imparting to nationals technology and business expertise in all areas of energy sector activity including but not limited to:

(a) Fabrication;

- (b) Information Technology support, including seismic data, acquisition, processing and interpretation support;
- (c) Operations and maintenance support;
- (d) Maritime services;
- (e) Business support services, including accounting, human resource services, consulting, marketing and contract negotiations;
- (f) Financing; and
- (g) Trading.

10.11 The Contractor shall ensure that nationals are selected and trained consistent with Contractor's performance standards in relation to activities referred at 10.10.

10.12 The Contractor shall ensure that the development of people in key areas allows nationals to take more value-added, analytical and decision making roles in areas of:

- (a) a technical or professional nature including general management, design engineering, project management, seismic data processing, human resource development, legal; and
- (b) business strategic skills including leadership, business development, commercial, analytical, negotiating,

strategy development and trading know-how and acumen.

ARTICLE 11 TAX COMPUTATION

Any Trinidad and Tobago income tax paid by the Minister on Contractor's behalf shall constitute additional income to Contractor. This additional income is included in "Contractor's Taxable Income" subject to Trinidad and Tobago income tax.

"Contractor's Taxable Income," as determined in Article 21 of the Contract, less the amount equal to Contractor's Trinidad and Tobago income tax, shall be "Contractor's Provisional Income." The "Gross-up Value" is an amount added to "Contractor's Provisional Income" to give "Contractor's Taxable Income" and is equal to the Contractor's Trinidad and Tobago income taxes.

Therefore,

Contractor's Taxable Income = Contractor's Provisional Income (C.P.I) plus Gross-up Value and

Gross-up Value = Contractor's Trinidad and Tobago income tax on taxable income.

Gross-up Value = Trinidad and Tobago Income Tax Rate x Contractor's Taxable Income.

Gross-up Value =
$$\frac{\text{C.P.I} \times \text{Trinidad and Tobago Income Tax Rate}}{1 - \text{Trinidad and Tobago Income Tax Rate}}$$

Where the Tax Rate is expressed as a decimal.

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The above computations are illustrated by the following numerical example. Assuming that the "Contractor's Provisional Income" is 1000 and the Trinidad and Tobago Income Tax rate, including unemployment levy is fifty-five per cent (55%), then the Gross-up Value is equal to

$$\frac{1000 \times .55}{1 - .55} = 1222.22$$

Therefore

Contractor's Provisional Income	=	1000.00
Gross-up Value	=	1222.22

Contractor's Taxable Income		2222.22
Trinidad and Tobago Income Tax	=	1222.22

Contractor's Income after Tax		1000.00

ANNEX "D"

MARKETING PROCEDURES FOR GAS

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ARTICLE 1 DEFINITIONS

In addition to the terms defined in the Contract, the following definitions shall apply to this Annex D:

1.1 "Arm's Length Agreement" means any gas sales agreement with a purchaser which is not an Affiliate of the selling Party or any gas sales agreement with an Affiliate of the selling Party where the sales price and delivery conditions under such agreement are representative of prices and delivery conditions existing under other similar agreements in the area between third parties which are not Affiliates at the same time for natural gas of comparable quality and quantity.

1.2 "Balancing Area" means the Production Area where the Government has elected to take in kind Government Natural Gas pursuant to Articles 2.1(b), 2.1(e) or 2.1(f) hereof.

1.3 "Full Share of Current Production" means the respective shares of Contractor and Government in the Natural Gas actually produced from the Balancing Area during each month, as ultimately determined by the Parties pursuant to the terms of the Contract. Where the Government has elected the Joint Facilities Option under Article 2.1(b), the Government's Full Share of Current Production in a month is equal to the total quantity of Government Natural Gas produced in that month.

Where the Government has elected the Percentage Delivery Option under Article 2.1(e), the Government's Full Share of Current Production in a month is the selected percentage of the Maximum Monthly Availability for that month. Where the Government has elected the Fixed Volume Delivery Option under Article 2.1 (f), the Government's

Full Share of Current Production in a month is the selected volume for that month.

- 1.4 "Gas" means all hydrocarbons produced or producible from the Balancing Area which are or may be made available for sale or separate disposition by the Parties, excluding crude oil, condensate and other liquid hydrocarbons. "Gas" does not include gas used in joint operations, such as for fuel, recycling or reinjection, or which is vented or lost prior to its sale or delivery from the Balancing Area.
- 1.5 "Government Natural Gas" is the share of the Natural Gas Production from the Contract Area that is represented by Government's share of Profit Gas.
- 1.6 "Makeup Gas" means any Gas taken by an Underproduced Party from the Balancing Area in excess of its Full Share of Current Production, whether pursuant to Article 5.1 or Article 5.4 hereof.
- 1.7 "Marketing Plan" has the meaning given in Article 2.
- 1.8 "Maximum Monthly Availability" means the maximum average monthly rate of production at which Gas can be delivered from the Balancing Area, as determined by Contractor, considering the maximum efficient well rate for each well within the Balancing Area, the production facility capabilities and pipeline pressures.
- 1.9 "Mcf" means one thousand (1,000) cubic feet. A cubic foot of Gas shall mean the volume of gas contained in one cubic foot of space at a standard pressure base and at a standard temperature base.
- 1.10 "MMBTU" means one million (1,000,000) British Thermal Units. A British Thermal Unit shall mean the quantity of heat required to raise one pound avoirdupois

of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute.

1.11 "Option Date" is the date on which the Minister takes a decision with respect to the dedication of the Government Natural Gas pursuant to Article 13.3 (f) of the Contract.

1.12 "Overproduced Party" means any Party having taken a greater quantity of Gas from the Balancing Area than the Producing Interest of such Party in the cumulative quantity of all Gas produced from the Balancing Area.

1.13 "Overproduction" means the cumulative quantity of Gas taken by a Party in excess of its Producing Interest in the cumulative quantity of all Gas produced from the Balancing Area.

1.14 "Producing Interest" means the interest of Contractor or the Government in Gas produced from the Balancing Area pursuant to the Contract covering the Balancing Area, expressed as a volume (where the Minister has elected a Fixed Volume Delivery Option) or a percentage (where the Minister has elected a Percentage Delivery Option). The Producing Interest shall be fixed throughout a Contract Year.

1.15 "Underproduced Party" means any Party having taken a lesser quantity of Gas from the Balancing Area than the Producing Interest of such Party in the cumulative quantity of all Gas produced from the Balancing Area.

1.16 "Underproduction" means the deficiency between the cumulative quantity of Gas taken by a Party and its

Producing Interest in the cumulative quantity of all Gas produced from the Balancing Area.

ARTICLE 2 OPTIONS FOR MARKETING OF GOVERNMENT NATURAL GAS

2.1 On the Option Date the Minister shall advise the Contractor whether it wishes to:

- (a) Participate as a joint participant with Contractor in the Marketing Plan, with the Minister selling all Government Natural Gas in accordance with the same arrangements as Contractor (the "Joint Marketing Option");
- (b) Participate as a joint participant with Contractor in any facilities to be constructed in Trinidad & Tobago as part of the Marketing Plan, but take in kind all Government Natural Gas at the outlet of such facilities (the "Joint Facilities Option");
- (c) Receive payment from the Contractor for the production and marketing of all Government Natural Gas by Contractor pursuant to the Marketing Plan (the "Cash Payment Option");
- (d) Sell all Government Natural Gas to Contractor at an agreed price (the "Agreed Price Option");
- (e) Take in kind as Government Natural Gas a quantity up to the Maximum Monthly Availability, or a fixed percentage of the Maximum Monthly Availability, for the duration of the Marketing Plan or a shorter duration

specified by the Minister (the "Percentage Delivery Option"); or

(f) Take in kind a fixed daily or annual volume of Government Natural Gas, for the duration of the Marketing Plan or a shorter duration specified by the Minister (the "Fixed Volume Delivery Option").

If the Minister does not deliver a notice within Ninety (90) days electing one of the options above, it shall be deemed to have elected option 2.1(c). The Minister's election pursuant to this Article 2.1 shall apply for the duration of production of Natural Gas from the Commercial Discovery(s) which is the subject of Contractor's notice, or for the duration of the Marketing Plan, whichever is less.

- 2.2 If the marketing plan included in the Development Plan submitted by Contractor differs from the Marketing Plan provided under Article 2.1, or if Contractor later revises its Marketing Plan, or markets Gas from the Commercial Discovery under arrangements that are different from that proposed under the Marketing Plan, the Minister shall have the right to make a new election on the same terms as in Article 2.1.
- 2.3 If Contractor submits a Development Plan more than three (3) years following the delivery of its Marketing Plan, the Contractor shall be required to re-submit a Marketing Plan to the Minister, and the Minister shall have the right to make a new election on the same terms as in Article 2.1.
- 2.4 If the term of a Marketing Plan is less than the term of the Contract, then a new Marketing Plan shall be delivered by Contractor to the Minister not less than one hundred and eighty (180) days prior to the termination of the current Marketing Plan, and the

Minister shall have the right to make a new election on the same terms as in Article 2.1.

- 2.5 The Minister may revoke his election under Articles 2.1(b), 2.1(e) or 2.1(f) to take in kind Government Natural Gas in respect of any Development Plan upon eighteen (18) months' notice to Contractor. If the Minister does so, Contractor shall pay for Government Natural Gas utilizing the Cash Payment Option under Article 2.

ARTICLE 3 IMPLEMENTATION OF MARKETING OPTIONS

- 3.1 If the Minister elects the Joint Marketing Option under Article 2.1 (a), Contractor and the Minister shall jointly execute any gas purchase and sale contracts for the sale of Gas as contemplated by the Marketing Plan, and shall participate as co-owners in all facilities required in Trinidad & Tobago in order to deliver Gas under such contracts. Contractor and the Minister will enter into any agreements required to give effect to the Joint Marketing Option.
- 3.2 If the Minister elects the Joint Facilities Option under Article 2.1(b), Contractor and the Minister shall participate as co-owners in all facilities required in Trinidad & Tobago to render such gas in a marketable state (including LNG facilities, where the Marketing Plan proposes that Gas be sold in liquefied form). The Minister shall have the right and obligation to take all Government Natural Gas at the outlet of such facilities for sale by the Minister to buyers of its choice. The provisions of Article 5.1 shall apply when the Minister elects the Joint Facilities Option under Article 2.1(b). Contractor and the Minister will enter into any agreements required to give effect to the Joint Facilities Option.

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- 3.3 If the Minister elects the Cash Payment Option under Article 2.1 (c), or if the Cash Payment Option applies as a result of the Minister's failure to make an election, or as a result of an election by the Minister under Article 2.5, Contractor shall sell all Government Natural Gas under the terms of the Marketing Plan and remit to the Minister the proceeds of such sales, calculated at the Fair Market Value.
- 3.4 If the Minister elects the Agreed Price Option under Article 2.1(d), and Contractor and the Minister have executed a contract for the sale of Government Natural Gas, then Contractor shall buy all Government Natural Gas and remit to the Minister the proceeds of such sales at the agreed price.
- 3.5 If the Minister elects the Percentage Delivery Option under Article 2.1 (e), the Minister shall have the right to take as Government Natural Gas the selected percentage of the Maximum Monthly Availability at the Delivery Point for transport and sale by the Minister to buyer(s) of its choice. In any year, the selected percentage of Gas to be taken by the Minister pursuant to the Percentage Delivery Option may not exceed Contractor's reasonable estimate of the total annual quantity of Government Natural Gas that is to be produced during such year, except where the Minister is taking Makeup Gas. If the Minister's election is to take less than one hundred per cent (100%) of Government Natural Gas or for less than the full duration of the Marketing Plan, Contractor shall sell all remaining Government Natural Gas under the terms of the Marketing Plan and remit to the Minister the proceeds of such sales, calculated at the Fair Market Value. The provisions of Article 5.1 shall apply when the Minister elects the Percentage Delivery Option under Article 2.1(e).
- 3.6 If the Minister elects the Fixed Volume Delivery Option under Article 2.1(f) the Minister shall have

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the right to take the selected volume of Government Natural Gas at the Delivery Point for transport and sale by the Minister to buyer(s) of its choice. In any year, the selected volume of Gas to be taken by the Minister pursuant to the Fixed Volume Delivery Option may not exceed Contractor's reasonable estimate of the total annual quantity of Government Natural Gas that is to be produced during such year, except where the Minister is taking Makeup Gas. If the product of the fixed volume of Gas that the Minister elected to take in kind is less than the Government's Full Share of Current Production or if the Fixed Volume Delivery Option is for less than the full duration of the Marketing Plan, Contractor shall sell all remaining Government Natural Gas under the terms of the Marketing Plan and remit to the Minister the proceeds of such sales, calculated at the Fair Market Value. The provisions of Article 5.1 shall apply when the Minister elects the Fixed Volume Delivery Option under Article 2.1(f).

ARTICLE 4 CONTRACTOR ANNUAL FORECASTS

4.1 Contractor Annual Forecasts

Not less than six (6) Months before the date on which Contractor expects the first production of Natural Gas to occur and thereafter on the first (1st) day of September of each subsequent Contract Year, Contractor shall furnish to the Minister an annual forecast that sets out:

- (a) A projection of the average daily quantity of Natural Gas that Contractor anticipates it would be able to produce during each Month of the Contract Year immediately following the date of the annual forecast;

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(b) A projection of the average daily quantity of Natural Gas that Contractor anticipates it would be able to produce during each Quarter of the second and third Contract Year(s) following the date of the annual forecast;

(c) A projection of the Producing Interest of Contractor and the Government that Contractor anticipates for the Contract Year, and the resulting portion of Natural Gas that Contractor anticipates will be Government Natural Gas during each Month of the Contract Year immediately following the date of the annual forecast, on the assumption that Government Natural Gas will be produced equally during each Month of the Contract Year;

(d) Contractor's planned programs and operations that would affect Contractor's ability to make Gas available in accordance with this Contract during each Month of the Contract Year immediately after the date of the annual forecast; and

(e) A reserve report, prepared by an independent petroleum engineering firm acceptable to the Minister, that sets out such consultant's estimate of the Economically Recoverable Reserves remaining at the time of the annual forecast, together with copies of the reserve data upon which the reserve report was based; provided that Contractor shall bear the cost of providing such reserve report.

4.2 Variance of Forecasts

(a) If the Minister has elected the Percentage Delivery Option under Article 2.1(e) or the

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Fixed Volume Delivery Option under Article 2.1(f), and the reserve report delivered pursuant to Article 4.1(e) demonstrates that the quantity of Economically Recoverable Reserves exceeds materially from the reserve report existing at the time that the Minister made its election under Article 2.1, then the Minister may, within sixty (60) days following receipt of the new reserve report, vary the percentage of Gas under the Percentage Delivery Option or the quantity of gas under the Fixed Volume Delivery Option, so long as the new percentage or quantity meets the requirements of Article 3.5 and 3.6.

(b) If the Minister has elected the Percentage Delivery Option under Article 2.1 (e) or the Fixed Volume Delivery Option under Article 2.1(f), and the reserve report delivered pursuant to Article 4.1(e) demonstrates that the quantity of Economically Recoverable Reserves has declined materially from the reserve report existing at the time that the Minister made its election under Article 2.1, so that the percentage of Gas under the Percentage Delivery Option or the quantity of gas under the Fixed Volume Delivery Option exceeds the expected remaining quantity of Government Natural Gas, then the Minister shall, within sixty (60) days following receipt of the new reserve report, vary the percentage of Gas under the Percentage Delivery Option or the quantity of gas under the Fixed Volume Delivery Option, so that the new percentage or quantity does not exceed that in Article 3.5 and 3.6 respectively.

ARTICLE 5 BASIS OF BALANCING

5.1 The provisions of Articles 5, 6, 7, 8 and 9 shall apply where the Minister has made an election under Articles 2.1(b), 2.1(e) or 2.1(f), and where the Minister takes more or less than its Producing Share of Government Natural Gas.

5.2 Right to Take in Kind

(a) Each Party has the right to take in kind its Producing Interest in Gas produced in the Balancing Area.

(b) If this Annex D covers more than one Balancing Area, it shall be applied as if each Balancing Area were covered by separate but identical agreements, unless the Parties otherwise agree.

(c) All balancing hereunder shall be on the basis of Gas taken from the Balancing Area measured in Mcf.

5.3 The Minister will notify Contractor, or cause Contractor to be notified, of the volumes nominated, the name of the transporting pipeline and meter station relating to such delivery, sufficiently in advance for Contractor, acting with reasonable diligence, to meet all nominations and other requirements. Contractor is authorized to deliver the volumes so nominated to the transporting pipeline in accordance with the terms of this Contract.

5.4 When either the Minister or Contractor (a "non-taking Party") fails for any reason to take its Full Share of Current Production (as such Share may be reduced by the right of the other Parties to make up for Underproduction as provided herein), the other Party shall be

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entitled, but not obligated, to take any Gas which such non-taking Party fails to take.

5.5 All Gas taken by a Party in accordance with the provisions of this Contract, regardless of whether such Party is underproduced or overproduced, shall be regarded as Gas taken for its own account with title thereto being in such taking Party.

5.6 Notwithstanding the provisions of Article 5.5 hereof, no Overproduced Party shall be entitled in any month to take any Gas in excess of three hundred per cent (300%) of its Producing Interest of the Balancing Area's then-current Maximum Monthly Availability; provided, however, that this limitation shall not apply to the extent that it would preclude production that is required to protect the producing capacity of a well or reservoir or to maintain crude oil Production.

ARTICLE 6 IN-KIND BALANCING

- 6.1 Effective the first day of any calendar month following at least sixty (60) days prior written notice to Contractor and the Minister, an Underproduced Party may begin taking, in addition to its Full Share of Current Production and any Makeup Gas taken pursuant to Article 5.4 of this Annex "D", a share of current production determined by multiplying thirty per cent (30%) of the Full Shares of Current Production of the Overproduced Party. In no event will an Overproduced Party be required to provide more than thirty per cent (30%) of its Full Share of Current Production for Makeup Gas. Contractor will promptly notify all Overproduced Parties of the election of an Underproduced Party to begin taking Makeup Gas.

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6.2 Notwithstanding any other provision of this Contract, at such time and for so long as Contractor, or (insofar as concerns production by Contractor) any Underproduced Party, determines in good faith that an Overproduced Party has produced all of its share of the ultimately recoverable reserves in the Balancing Area, such Overproduced Party may be required to make available for Makeup Gas, upon the demand of any Underproduced Party, all of such Overproduced Party's Full Share of Current Production.

ARTICLE 7 STATEMENT OF GAS BALANCES

7.1 Contractor will maintain appropriate accounting on a monthly and cumulative basis of the volumes (in Mcfs and MMBTUs) of Gas that each Party is entitled to receive and the volumes (in Mcfs and MMBTUs) of Gas actually taken or sold for each Party's account. Within forty-five (45) days after the month of production, Contractor will furnish a statement for such month showing (1) each Party's Full Share of Current Production (based on the current estimate of the Producing Interest for that Contract Year), (2) the total volume of Gas actually taken or sold for each Party's account, (3) the difference between the volume taken by each Party and that Party's Full Share of Current Production, (4) the Overproduction or Underproduction of each Party, and (5) any other data relating to production of Gas as provided for in the Contract or agreed by Contractor and the other Parties. The Minister will promptly provide to Contractor any data required by Contractor relating to sales of Government Natural Gas for preparation of the statements required hereunder.

7.2 If any Party fails to provide the data required herein for Four (4) consecutive production months, Contractor, or where Contractor has failed to provide

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data, another Party, may audit the production and Gas sales and transportation volumes of the non-reporting Party to provide the required data. Such audit shall be conducted only after reasonable-notice and during normal business hours in the office of the Party whose records are being audited. All costs associated with such audit will be charged to the account of the Party failing to provide the required data.

ARTICLE 8 CASH SETTLEMENTS

8.1 Upon:

- (a) The earlier of the plugging and abandonment of the last producing interval in the Balancing Area;
- (b) The termination of the Contract; or
- (c) At any time no Gas is taken from the Balancing Area for a period of twelve (12) consecutive months, any Party may give written notice calling for cash settlement of the Gas Production imbalances among the Parties. Such notice shall be given to all Parties in the Balancing Area.

8.2 On the second anniversary of the Contract, and on each anniversary thereafter, the Government may give written notice calling for cash settlement of the Gas production imbalances among the Parties. Such notice shall be given to all Parties in the Balancing Area.

8.3 Within sixty (60) days after the notice calling for cash settlement under Article 8.1 or 8.2, Contractor will distribute to each

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Party a Gas Settlement Statement detailing the quantity of Overproduction owed by each Overproduced Party to each Underproduced Party and identifying the month to which such Overproduction is attributed, pursuant to the methodology set out in Article 8.5.

8.4 Within thirty (30) days after receipt of the Gas Settlement Statement, each Overproduced Party will pay to each Underproduced Party entitled to settlement the appropriate cash settlement, accompanied by appropriate accounting detail. At the time of payment, the Overproduced Party will notify Contractor of the Gas imbalance settled by the Overproduced Party's payment.

8.5 The amount of the cash settlement will be based on the Fair Market Value for the Gas taken from time to time by the Overproduced Party in excess of the Overproduced Party's Full Share of Current Production. Any Makeup Gas taken by the Underproduced Party prior to monetary settlement hereunder will be applied to offset Overproduction chronologically in the order of accrual (namely a first-in / first-out basis).

8.6 The values used for calculating the cash settlement under Article 8.5 will include all proceeds received for the sale of the Gas by the Overproduced Party calculated at the Balancing Area, after deducting any reasonable transportation costs incurred directly in connection with the sale of the Overproduction.

8.7 Interest, as provided in the Contract will accrue for all amounts due under Articles 8.1 or 8.2, beginning the first day

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following the date payment are due pursuant to Article 8.4. Such interest shall be borne by Contractor or any Overproduced Party in the proportion that their respective delays beyond the deadlines set out in Articles 8.3 and 8.4 contributed to the accrual of the interest.

8.8 In lieu of the cash settlement required by Article 8.4, an Overproduced Party may deliver to the Underproduced Party an offer to settle its Overproduction in-kind and at such rates, quantities, times and sources as may be agreed upon by the Underproduced Party. If the Parties are unable to agree upon the manner in which such in-kind settlement gas will be furnished within sixty (60) days after the Overproduced Party's offer to settle in kind, which period may be extended by agreement of said Parties, the Overproduced Party shall make a cash settlement as provided in Article 8.4. The making of an in-kind settlement offer under this Article 8.8 will not delay the accrual of interest on the cash settlement should the Parties fail to reach agreement on an in-kind settlement.

8.9 At any time during the term of this Contract, any Overproduced Party may, in its sole discretion, make cash settlement(s) with the Underproduced Party covering all or part of its outstanding Gas imbalance. Such settlements will be calculated in the same manner provided above for cash settlements under Articles 8.4 or 8.5. The Overproduced Party will provide Contractor a detailed accounting of any such cash settlement within thirty (30) days after the settlement is made.

ARTICLE 9 ASSIGNMENT AND RIGHTS UPON
ASSIGNMENT

- 9.1 Subject to the provisions of Articles 9.2 and 9.3 (if elected) hereof, and notwithstanding anything in this Contract or in the Contract to the contrary, if Contractor assigns (including any sale, exchange or other transfer) any of its Producing Interest in the Balancing Area when it is an Underproduced or Overproduced Party, the assignment or other act of transfer shall, insofar as the Parties hereto are concerned, include all interest of the assigning or transferring Party in the Gas, all rights to receive or obligations to provide or take Makeup Gas and all rights to receive or obligations to make any monetary payment which may ultimately be due hereunder, as applicable.
- 9.2 The provisions of this Article 9 shall not be applicable in the event any Party mortgages, hypothecates or otherwise encumbers its interest or disposes of its interest by merger, reorganization, consolidation or sale of substantially all of its assets to an Affiliate.
- 9.3 Notwithstanding anything in this Contract (including but not limited to the provisions of Article 9.1 hereof) or in the Contract to the contrary, and subject to the provisions of Article 9.2 hereof, in the event an Overproduced Party intends to directly or indirectly (through the sale of stock or otherwise) sell, assign, exchange or otherwise transfer any of its interest in a Balancing Area, such Overproduced Party shall notify in writing the other Parties hereto in such Balancing Area at least forty-five (45) days prior to completing the proposed transaction. Any Underproduced Party may demand from such Overproduced Party by notice in writing to all Parties in the balancing Area within

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fifteen (15) days after receipt of the Overproduced Party's notice, a cash settlement of its Underproduction from the Balancing Area. Contractor shall be notified of any such demand and of any cash settlement pursuant to Article 8, and the Overproduction and Underproduction of each Party shall be adjusted accordingly. Any cash settlement pursuant to Article 8 shall be paid by the Overproduced Party on or before the earlier to occur (i) of thirty (30) days after receipt of the Underproduced Party's demand or (ii) at the completion of the transaction in which the Overproduced Party sells, assigns, exchanges or otherwise transfers its interest in a Balancing Area on the same basis as otherwise set forth in Articles 8.3 through 8.6 hereof, and shall bear interest at the rate set forth in Article 8.7 hereof. Provided, however, if any Underproduced Party does not so demand such cash settlement of its Underproduction from the Balancing Area, such Underproduced Party shall look exclusively to the assignee or other successor in interest of the Overproduced Party giving notice hereunder for the satisfaction of such Underproduced Party's Underproduction in accordance with the provisions of Article 9.1 hereof.

ARTICLE 10 LIQUID HYDROCARBONS

10.1 The Parties shall share all liquid hydrocarbons recovered with Gas from the Balancing Area in accordance with the Contract.

ARTICLE 11 MARKETING OF LNG

Where the Marketing Plan proposes that Gas be sold in liquefied form, the sales arrangements for such LNG shall be subject to the following requirements and principles:

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(a) Approval of Terms of LNG Sales Agreements

For each LNG sales agreement proposed by Contractor in a Marketing Plan, Contractor shall provide Minister with the following:

(i) An explanation of the proposed sale in the context of the overall gas marketing arrangements;

(ii) Evidence that the proposed pricing and other terms represent a Fair Market Value for the LNG including evidence that the pricing terms reflect prices actually realized in arms-length sales;

(iii) an executive summary of the key commercial terms and conditions of such LNG sales agreement; and

(iv) an accurate and complete initialed copy of each execution version of such LNG sales agreement.

Any material amendments to an LNG sales agreement referred to above and approved by the Minister (including any amendments to the pricing formula or terms) shall be subject to the approval of the Minister.

(b) Approval of Counterparty

(i) In relation to each counterparty to an LNG sales agreement proposed by Contractor in a Marketing Plan, Contractor shall provide the Minister with a statement of due diligence for that LNG buyer which statement shall include:

(A) details of the buyer's credit standing and any credit support provider; (B) information

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on the buyer's LNG receiving terminals and (for FOB sales) vessels; and (C) information about the buyer's market.

(ii) Unless otherwise agreed by the Minister any LNG sales arrangements shall be contracted as Arm's Length Agreements.

(c) Approval of LNG Pricing Terms

The LNG pricing terms contained in such LNG sales arrangements approved by the Minister shall:

- (i) be transparent and reflective of the market at the time of entry into such LNG sales agreement; and
- (ii) include a price review provision exercisable by the Contractor with the consent of the Minister and agreement on which is subject to the approval of the Minister];
- (iii) if the price is to be derived from a netback of a DES or FOB sales price:
 - (A) include a shipping cost deduction that is linked to a published market benchmark rate (such as Platts LNG Daily);
 - (B) include a provision which expressly excludes the possibility of negative pricing; and
 - (C) in relation to any other cost deductions included in the pricing formula (including liquefaction, transportation and regasification), demonstrate that such costs are

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reflective of the lower of actual costs
or prevailing third-party costs; and

- (iv) not entitle the LNG buyer to price
deductions for costs which are otherwise
capable of being cost_recovered by the
Contractor under the terms of the
Contract.

ARTICLE 12 MISCELLANEOUS

- 12.1 If there is any conflict between the provisions of
this Annex D and the provisions of the Contract, the
provisions of the Contract shall govern.
- 12.2 This Annex D shall remain in full force and effect
for as long as the Contract shall remain in force and
effect as to the Balancing Area, and the Contract
term shall be extended if necessary until the Gas
accounts between the Parties are settled in full.
- 12.3 Information relating to this Annex D shall be
subject to the audit rights as set forth in the
Contract.

ANNEX "E"

**PROCEDURE FOR THE DETERMINATION OF WORK UNITS FOR WORK
OBLIGATIONS**

This procedure shall govern the calculation of Work Units for the work obligations pursuant to Articles 7 and 8 of this Contract:

1.Determination of Work Units

The total number of Work Units for work obligations pursuant to Articles 7 and 8 is determined by the sum of the individual work obligations divided by the value of each Work Unit.

2.Method for calculating Work Units

(i) Drilling

The well cost for the well shall be calculated accurate to the foot drilled using Table 1 and Table 2. For example, in water depth greater than or equal to 5000 ft., a well drilled to 11,500 ft. vertical depth BML shall cost US\$ 55.60 Million (Table 1) plus the difference between 11,500 and 10,000 ft. multiplied by the incremental cost per foot in the 10,000 to 12,500 ft. incremental cost band (Table 2). This equals 1,500 ft. multiplied by US\$8480/ft. for an incremental cost of US\$12.72 million. The total cost therefore equals US\$55.60 million added to US\$12.72 million for US\$68.32 million. The relationships between well cost, depth drilled

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 and water depth are shown graphically in Figure
 1.

***Table 1: Total Drilling & Abandonment Cost per well
 (includes mob., demob., testing costs)***

	Water depth >= 5000 ft.	Water depth >= 2500 ft.
Vertical Well Depth Below Mudline (ft.)	Total Well Cost (USD MM)	Total Well Cost (USD MM)
2,500	34.38	25.69
5,000	40.72	36.77
7,500	49.29	44.74
10,000	55.60	46.89
12,500	76.80	64.85
15,000	98.96	77.76
17,500	111.04	95.60
20,000	159.35	109.73

Table 2: Incremental drilling costs per foot

Shallow Limit of Well Depth (ft. BML)	Deep Limit of Well Depth (ft. BML)	Water depth >= 5000 ft.	Water depth >= 2500 ft.
		Incremental cost (US\$/ft.)	Incremental cost (US\$/ft.)
0	2,500	13751	10275
2,500	5,000	2539	4432
5,000	7,500	3426	3188
7,500	10,000	2525	859
10,000	12,500	8480	7185
12,500	15,000	8864	5166
15,000	17,500	4832	7134
17,500	20,000	19322	5652

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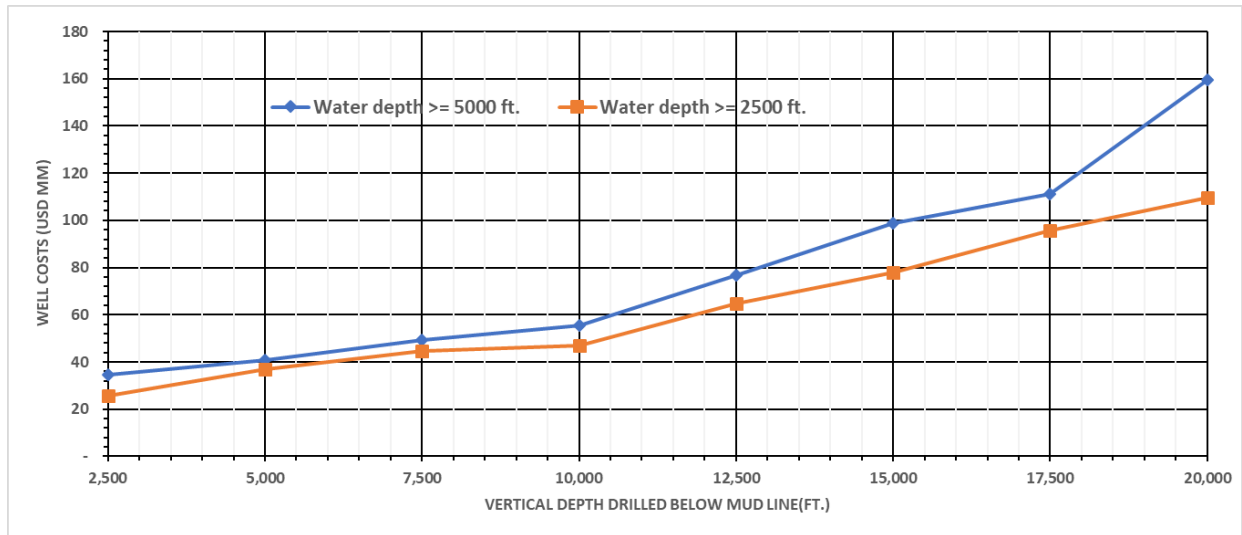


Figure 1: Exploration D&A costs for Different Deepwater Wells Depths

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ANNEX "F"

**LOCAL CONTENT POLICY & LOCAL PARTICIPATION POLICY &
FRAMEWORK FOR THE REPUBLIC OF TRINIDAD AND TOBAGO
ENERGY SCTOR**

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ANNEX G

GEOLOGICAL STUDIES