

PETROLEUM AGREEMENT

Among

THE REPUBLIC OF GHANA



GHANA NATIONAL PETROLEUM CORPORATION



And

LUSHANN ETERNIT ENERGY LIMITED

**INRESPECT OF THE
SALTPOND OIL AND GAS FIELD**

DATED 30TH JULY 2004

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THIS PETROLEUM AGREEMENT made this 30th day of July 2004 by and among the Government of the Republic of Ghana (hereinafter referred to as “**The State**”), represented by the Minister of Energy (hereinafter referred to as the “**Minister**”), the Ghana National Petroleum Corporation, a public corporation established by Provisional National Defence Council Law 64 of 1983 (hereinafter referred to as “**GNPC**”), and Lushann Eternit Energy Limited (hereinafter referred to as “**Lushann Eternit**”) a Ghanaian subsidiary of Lushann International Energy Corporation (hereinafter referred to as “**Contractor**”)

WITNESSETH:

1. All Petroleum existing in its natural state within Ghana is the property of the Republic of Ghana and held in trust by the State.
2. GNPC has by virtue of the Petroleum Law the right to undertake Exploration, Development and Production of Petroleum over all blocks declared by the Minister to be open for Petroleum Operations.
3. GNPC is further authorised to enter into association by means of a Petroleum Agreement with a contractor for the purpose of Exploration, Development and Production of Petroleum
4. The Development and Production Area that is the subject matter of this Petroleum Agreement has been declared open for Petroleum Operations by the Minister and the Government of Ghana desires to encourage Development and Production within the said area. GNPC and the State have assured Contractor that all of said area is within the jurisdiction of Ghana.
5. Contractor, having the financial ability, technical competence and professional skills necessary for carrying out the Petroleum Operations herein described, desires to associate with GNPC for the Development and Production of, the Petroleum resources of the said area.
6. The Parties recognise that Ghanaian nationals should as soon as reasonably possible be engaged in employment at all levels in the Petroleum industry, including technical, administrative and managerial positions, and that to achieve this objective an adequate programme of training must be established as an integral part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed and declared as follows:

ARTICLE 1

DEFINITIONS

1. In this Agreement:

- 1.1 **“Accounting Guide”** means the accounting guide which is attached hereto as Annex 2 and made a part hereof;
- 1.2 **“Affiliate”** means any person, whether a natural person, corporation, partnership, unincorporated association or other entity:
- a) in which one of the Parties hereto or one of the companies comprising Contractor directly or indirectly hold more than fifty percent (50%) of the share capital or voting rights;
 - b) which holds directly or indirectly more than fifty percent (50%) of the share capital or voting rights in a Party hereto or of the companies comprising Contractor;
 - c) in which the share capital or voting rights are directly or indirectly and to an extent more than fifty percent (50%) held by a company or companies holding directly or indirectly more than fifty percent (50%) of the share capital or voting rights in a Party hereto; or
 - d) which holds directly five percent (5%) or more of the share capital or voting rights in Contractor.
- 1.3 **“Agreement”** means this Agreement between the State, GNPC and Contractor, and includes the Annexes attached hereto;
- 1.4 **“Appraisal Well”** means a well drilled for the purposes of an Appraisal Programme;
- 1.5 **“Associated Gas”** means Natural Gas produced from a well in association with Crude Oil;
- 1.6 **“Barrel”** means a quantity or unit of Crude Oil equal to forty-two (42) United States gallons at a temperature of sixty (60) degrees Fahrenheit and at 14.65 psia pressure.
- 1.7 **“Block”** means an area of approximately 685 square kilometres as depicted on the reference map prepared by the Minister in accordance with the provisions of the Petroleum Law;
- 1.8 **“Calendar Year”** means the period of twelve (12) months of the Gregorian calendar, commencing on January 1 and ending on the succeeding December 31

- 1.9 **“Carried Interest”** means an interest held by GNPC in respect of which Contractor pays for the conduct of Petroleum Operations without any entitlement to reimbursement from GNPC;
- 1.10 **“Commercial Production Period”** means in respect of each Development and Production Area the period from the Date of Commencement of Commercial Production until the termination of this Agreement or earlier relinquishment of such Development and Production Area;
- 1.11 **“Condensate”** means hydrocarbons that may exist in the producing formation either as a liquid or as condensable vapour. Liquefaction of gaseous components of the condensate usually occurs with reduction of well-fluid temperature to surface operating conditions. Gravities of condensate liquids range from 500 to API at standard conditions and its colour is water white, straw, or bluish.
- 1.12 **“Development and Production Area”** means the area covered by this Agreement in which Contractor is authorised to develop and produce Petroleum, which is described in Annex 1 attached hereto and made a part of this Agreement, but excluding any portions of such area in respect of which Contractor’s rights hereunder are from time to time relinquished or surrendered pursuant to this Agreement;
- 1.13 **“Contractor”** means Lushann Eternit and its successors and assigns.
- 1.14 **“Contract Year”** means a period of twelve (12) calendar months, commencing on the Effective Date or any anniversary thereof;
- 1.15 **“Crude Oil”** means hydrocarbons which are liquid at 14.65 psia pressure and sixty (60) degrees Fahrenheit and includes condensates and distillates obtained from Natural Gas;
- 1.16 **“Date of Commencement of Commercial Production”** means, in respect of each Development and Production Area, the date on which production of Petroleum under a programme of regular production, lifting and sale commences;
- 1.17 **“Development”** or **“Development Operations”** means the preparation of a Development Plan, the building and installation of facilities for Production, and includes drilling of Development Wells, construction and installation of equipment, pipelines, facilities, plants and systems, in and outside the Development and Production Area, which are required for achieving Production, treatment, transport, storage and lifting of Petroleum, and preliminary Production and testing activities carried out prior to the Date of Commencement of Commercial Production, and includes all related planning and administrative work, and may also include the construction and installation of secondary and tertiary recovery systems;
- 1.18 **“Development Costs”** means Petroleum Costs incurred in Development Operations;

- 1.19 **“Development and Production Area”** means that portion of the Development and Production Area reasonably determined by Contractor (or by GNPC if a Sole Risk Operation pursuant to Article 6 on the basis of the available seismic and well data to cover the areal extent of an accumulation of Petroleum constituting a Commercial Discovery, enlarged in area by ten percent (10%), such enlargement to extend uniformly around the perimeter of such accumulation;
- 1.20 **“Development Period”** means in respect of each Development and Production Area, the period from the Date of Commercial Discovery until the Date of Commencement of Commercial Production;
- 1.21 **“Development Plan”** means the plan for development of a Commercial Discovery prepared by Contractor in consultation with the Joint Management Committee and approved by the Minister pursuant to Article 5;
- 1.22 **“Development Well”** means a well drilled in accordance with a Development Plan for producing Petroleum, for pressure maintenance or for increasing the Production rate;
- 1.23 **“Effective Date”** shall have the meaning ascribed to it in Article 24;
- 1.24 **“Exploration” or “Exploration Operations”** means the search for Petroleum by geological, geophysical and other methods and the drilling of Exploration Well(s) and includes any activity in connection therewith or in preparation thereof and any relevant processing and appraisal work, including technical and economic feasibility studies, that may be carried out to determine whether a Discovery of Petroleum constitutes a Commercial Discovery;
- 1.25 **“Exploration Well”** means a well drilled in the course of Exploration Operations but does not include an Appraisal Well;
- 1.26 **“Force Majeure”** means any event beyond the reasonable control of the Party claiming to be affected by such event which has not been brought about at its instance, including, but not limited to, earthquake, storm, flood, lightning or other adverse weather conditions, war, embargo, blockade, riot or civil disorder;
- 1.27 **“Foreign National Employee”** means an expatriate employee of Contractor, its Affiliates, or its Sub-contractors who is not a citizen of Ghana;
- 1.28 **“Ghana”** means the territory of the Republic of Ghana and includes the sea, seabed and subsoil, the continental shelf and all other areas within the jurisdiction of the Republic of Ghana;

- 1.29 **“Gross Production”** means the total amount of Petroleum produced and saved from a Development and Production Area during Production Operations which is not used by Contractor in Petroleum Operations and is available for distribution to the Parties in accordance with Article 7;
- 1.30 **“Joint Management Committee (JMC)”** means the committee established pursuant to Article 3.1 hereof;
- 1.31 **“Minister”** means Minister of Energy or any other Minister however described responsible for oil and gas sector of the economy of the Republic of Ghana;
- 1.32 **“Month”** means a month of the Calendar Year
- 1.33 **“Natural Gas”** means all hydrocarbons which are gaseous at 14.65 psia pressure and sixty (60) degrees Fahrenheit temperature and includes wet gas, dry gas and residue gas remaining after the extraction of liquid hydrocarbons from wet gas;
- 1.34 **“Non-Associated Gas”** means Natural Gas produced from a well other than in association with Crude Oil;
- 1.35 **“Operator”** means Lushann Eternit or such other Party as may be appointed by Contractor with the approval of GNPC and the State, which approval shall not be unreasonably withheld.
- 1.36 **“Party”** means the State, GNPC or Contractor, as the case may be;
- 1.37 **“Paying Interest”** means an interest held by GNPC in respect of which GNPC pays for the conduct of Petroleum Operations;
- 1.38 **“Petroleum”** means Crude Oil or Natural Gas or a combination of both;
- 1.39 **“Petroleum Costs”** means all expenditures made and costs incurred in conducting Petroleum Operations hereunder determined in accordance with the Accounting Guide attached hereto as Annex 2;
- 1.40 **“Petroleum Income Tax Law”** means the Petroleum Income Tax Law, 1987 (PNDC188);
- 1.41 **“Petroleum Law”** means the Petroleum (Exploration and Production) Law, 1984 (PNDC 84);
- 1.42 **“Petroleum Operations”** means all activities, both in and outside Ghana, relating to the Exploration for, Development, Production, handling and transportation of Petroleum contemplated under this Agreement and includes Exploration

Operations. Development Operations and Production Operations and activities in connection therewith;

- 1.43 **“Petroleum Product”** means any product derived from Petroleum by any refining or other process;
- 1.44 **“Production” or “Production Operations”** means activities not being Development Operations undertaken in order to extract, save, treat, measure, handle, store and transport Petroleum to storage and/or loading points and to carry out any type of primary and secondary operations. including recycling, recompression, maintenance of pressure and water flooding and all related activities such as planning and administrative work and shall also include maintenance, repair and replacement of facilities, and well workovers, conducted after the Date of Commencement of Commercial Production of the respective Development and Production Area:
- 1.45 **“Production Costs”** means Petroleum Costs incurred in Production Operations;
- 1.46 **“Quarter”** means a Calendar Quarter. Commencing January 1, April 1, July 1 or October 1;
- 1.47 **“Sole Risk”** means an operation conducted at the sole cost, risk and expense of GNPC referred to Article 9:
- 1.48 **“Specified Rate”** means the rate which the Ghana International Bank, London, certifies to be the London Interbank offered rate (LIBOR) in the London Interbank Eurodollar market on thirty (30) day deposits, in effect on the last business day of the last respective preceding month, plus one per cent (1%);
- 1.49 **“Standard Cubic Foot” or “SCF”** means the quantity of gas that occupies one (1) cubic foot at 14.65 psia pressure and sixty (60) degrees Fahrenheit temperature;
- 1.50 **“State”** means the Government of the Republic of Ghana;
- 1.51 **“Subcontractor”** has the meaning assigned to that term in the Petroleum Income Tax Law;
- 1.52 **“Termination”** means termination of this Agreement pursuant to Article 23 hereof;
- 1.53 **“Work Programme”** means the annual plan for the conduct of Petroleum Operations prepared pursuant to Article 3.4

ARTICLE 2

SCOPE OF THE AGREEMENT, INTERESTS OF THE PARTIES AND DEVELOPMENT AND PRODUCTION AREA

- 2.1 This Agreement provides for the Development and Production of Petroleum in the Development and Production Area by GNPC in association with Contractor.
- 2.2 Subject to the provisions of this Agreement, Contractor shall be responsible for the execution of such Petroleum Operations as are required by the provisions of this Agreement and subject to Article 6, the Contractor is hereby appointed the exclusive entity to conduct Petroleum Operations in the Development and Production Area. GNPC shall at all times participate in the management of Petroleum Operations and in order that the Parties may cooperate in the implementation of Petroleum Operations GNPC and Contractor shall establish a Joint Management Committee, to conduct and manage Petroleum Operations.
- 2.3 In the event that no Commercial Production is made in the Development and Production Area, or that Gross Production achieved from the Development and Production Area is insufficient fully to reimburse Contractor in accordance with the terms of this Agreement, then Contractor shall bear its own loss; GNPC and the State shall have no obligations whatsoever to contractor in respect of such loss.
- 2.4 GNPC shall have a fifteen per cent 15% Carried Interest in all Petroleum Operations carried on under this Agreement. With respect to all Development Operations GNPC's Initial Interest shall be a Carried Interest. With respect to all Operations GNPC's Initial Interest shall be a Paying Interest.
- 2.5 For the avoidance of doubt GNPC shall only be liable to contribute to Petroleum in any Development and Production Area in respect of Production Operations in any Development and Production Area to the extent only of its fifteen percent (15%) Carried Interest.
- 2.6 All distributions related to the Carried Interest shall be subordinate only to costs in respect of production operations. Contractor's Participating Interest in all Petroleum Operations and in all rights under this Agreement shall be eighty five percent (85%) pursuant to 2.4.

ARTICLE 3

JOINT MANAGEMENT COMMITTEE

- 3.1 In order that the Parties may at all times cooperate in the implementation of Petroleum Operations, GNPC and Contractor shall not later than thirty (30) days after the Effective Date establish a Joint Management Committee (JMC), without prejudice to the rights and obligations of Contractor for day-to-day management of the operations, the JMC shall oversee and supervise the Petroleum Operations and ensure that all approved Work Programmes and Development Plans are complied with and also that accounting for costs and expenses and the maintenance of records and reports concerning the Petroleum Operations are carried out in accordance with this Agreement and the accounting principles and procedures generally accepted in the international petroleum industry.
- 3.2 The composition of and distribution of functions within the JMC shall be as follows:
- i) The JMC shall consist of two (2) representatives of GNPC and two (2) representatives of Contractor. GNPC and Contractor shall also designate a substitute or alternate for each member. In the case of absence or incapacity of a member of the JMC, his alternate shall automatically assume the rights and obligations of the absent or incapacitated member;
 - ii) The Chairperson of the JMC shall be designated by GNPC from amongst the members of the JMC;
 - iii) Contractor shall be responsible in consultation with GNPC for the preparation of agenda and supporting documents for each meeting of the JMC and for keeping records of the meetings and decisions of the JMC (GNPC shall have the right to inspect all records of the JMC at any time); At any meeting of the JMC three (3) representatives shall form a quorum.
- 3.3 Meetings of the JMC shall be held and decisions taken as follows:
- i) All meetings of the JMC shall be held in Accra or such other place as may be agreed upon by members of the JMC;
 - ii) The JMC shall meet at least once yearly and at such times as the members may agree;
 - iii) A meeting of the JMC may be convened by either Party giving not less than twenty (20) days notice to the others or, in a case requiring urgent action, notice of such lesser duration as the members may agree upon:

- iv) Decisions of the JMC shall require unanimity provided, however, that decisions and approvals required for budgets and day-to-day operational matters associated with Development and Production Operations the expenditures, outlays or advances for which Contractor will be required to make on a one hundred percent (100%) basis shall require approval of the Contractor's representatives only;
- v) Any member of the JMC may vote by written and signed proxy held by another member;
- vi) Decisions of the JMC may be made without holding a meeting if all representatives of both Parties notify their consent thereto in writing.
- vii) GNPC and Contractor shall have the right to bring expert advisors to any JMC meetings to assist in the discussions of technical and other matters requiring expert advice;
- viii) The JMC may also establish subcommittees it deems appropriate for carrying out its functions, such as:
 - a) a technical subcommittee;
 - b) an audit subcommittee; and
 - c) an accounting subcommittee.
- ix) cost and expenses related to attendance by GNPC in or outside Accra, shall be borne by Contractor and treated as Petroleum Cost.

3.4 The JMC shall have supervision of Petroleum Operations as follows:

- i. Within sixty (60) days after the Effective Date the Contractor shall prepare and submit to the JMC for approval its annual Work Programme and budget which shall be consistent with the approved Development Plan.
- ii. At least ninety (90) days before the Commencement of each subsequent Calendar Year Contractor shall submit to the JMC for review and approval a detailed Work Programme and budget setting forth all Development and Production Operations which Contractor proposes to carry out in that Calendar Year and the estimated cost thereof and shall also give an indication of Contractor's plans for the succeeding Calendar Year consistent with the Development Plan;
- iii. Within sixty (60) days of the Date of Commencement of Commercial Production and thereafter not later than one hundred and twenty (120) days before the commencement of each Calendar Year Contractor shall submit to the JMC for its approval an annual production schedule which

shall be in accordance with good international oilfield practice, and shall be designed to provide the most efficient, beneficial and timely production of the Petroleum resources consistent with the Development Plan.

- 3.5 The JMC shall approve lifting schedules for Development and Production Areas as well as review all of Contractor's reports on the conduct of Petroleum Operations.
- 3.6 The JMC shall approve Contractor's insurance programme and the programmes for training and technology transfer submitted by Contractor and the accompanying budgets for such schemes and programmes.
- 3.7 If during any meeting of the JMC the Parties are unable to reach agreement concerning any of the matters provided for in Article 3.4 , the matter shall be deferred for reconsideration at a further meeting to be held not later than fifteen(15) days following the original meeting. If after such further meeting the Parties are still unable to reach agreement, the matter in dispute shall be referred to the Parties forthwith. Failing agreement within fifteen (15) days thereafter, the matter in dispute shall, at the request of any Party, be referred for resolution under Article 21.

ARTICLE 4

OBLIGATIONS OF CONTRACTOR AND GNPC **RIGHTS OF CONTRACTOR**

- 4.1 Subject to the provisions of this Agreement, Contractor shall be responsible for the conduct of Petroleum Operations and shall:
- a) conduct Petroleum Operations with utmost diligence, efficiency and economy, in accordance with accepted Petroleum Industry practices, observing sound technical and engineering practices using appropriate advanced technology and effective equipment, machinery, materials and methods;
 - b) take all practicable steps to ensure compliance with Section 3 of the Petroleum Law: including ensuring the recovery and prevention of waste of Petroleum in the Development and Production Area in accordance with accepted Petroleum Industry practices;
 - c) prepare and maintain in Ghana full and accurate records of all Petroleum Operations performed under this Agreement;
 - d) prepare and maintain accounts of all operations under this Agreement in such a manner as to present a full and accurate record of the costs of such operations, in accordance with the Accounting Guide;
 - e) disclose to GNPC and the Minister any operating or other agreement among the Parties that constitute Contractor relating to the Petroleum Operations hereunder, which agreement shall not be inconsistent with the provisions of this Agreement.
- 4.2 In connection with its performance of Petroleum Operations, Contractor shall have the right within the terms of applicable law;
- a) to establish offices in Ghana and to assign to those offices such representatives as it shall consider necessary for the purposes of this Agreement;
 - b) to use public lands for installation and operation of shore bases, and terminals, harbours and related facilities, pipelines from fields to terminals and delivery facilities, camps and other housing;
 - c) to receive licenses and permission to install and operate such communications and transportation facilities as shall be necessary for the efficiency of its operations;
 - d) to bring to Ghana such number of Foreign National Employees as shall be necessary for its operations, including employees assigned on permanent

or resident status, with or without families, as well as those assigned on temporary basis such as rotational (rota) employees;

- e) to provide or arrange for reasonable housing, schooling and other amenities, permanent and temporary, for its employees and to import personal and household effects, furniture and vehicles, for the use of its personnel in Ghana;
 - f) to be solely responsible for provision of health, accident, pension and life insurance benefit plans on its Foreign National Employees and their families; and such employees shall not be required to participate in any insurance, compensation or other employee or social benefit programs established in Ghana;
 - g) as regards its Ghanaian employees the Contractor shall be responsible to arrange with a reputable insurance Company for a medical insurance policy to cover their health and the safety of their wives and up to three (3) children, and compensation for accidents and injuries suffered by the employees whilst engaged in their normal course of business;
 - h) to have, together with its personnel, at all times the right of ingress to and egress from its offices in Ghana, the Development and Production Area, and the facilities associated with Petroleum Operations hereunder in Ghana including the offshore waters, using its owned or chartered means of land, sea and air transportation;
 - i) to engage such Subcontractors, expatriate and national, including also consultants, and to bring such Subcontractors and their personnel to Ghana as are necessary in order to carry out the Petroleum Operations in a skillful, safe and expeditious manner; and said Subcontractors shall have the same rights as Contractor specified in this Article 4.2 to the extent they are engaged by Contractor for the Petroleum Operations hereunder.
 - j) to use, free of charge, such quantities of Petroleum produced as are reasonably required for conducting Petroleum Operations in the Development and Production Area.
- 4.3 GNPC shall assist Contractor in carrying out Contractor's obligations expeditiously and efficiently as stipulated in this Agreement, and in particular GNPC shall use its best efforts to assist Contractor and its Subcontractors to:
- a) establish supply bases and obtain necessary communications facilities, equipment and supplies
 - b) obtain necessary approvals to open bank accounts in Ghana;
 - c) obtain entry visas and work permits for such number of Foreign National

of Contractor and its Subcontractors engaged in Petroleum Operations and members of their families who will be resident in Ghana, and make arrangements for their travel, arrival, medical services and other necessary amenities;

- d) comply with Ghana customs procedures and obtain permits for the importation of necessary materials;
- e) obtain the necessary permits to transport documents, samples or other forms of data to foreign countries for the purpose of analysis or processing if such is deemed necessary for the purposes of Petroleum Operations;
- f) contact Government agencies dealing with fishing, meteorology, navigation and communications as required; and
- g) identify qualified Ghanaian personnel as candidates for employment by Contractor in Petroleum Operations.

4.4 All reasonable expenses incurred by GNPC in connection with any of the mailers set out in Article 4.3 above shall be borne by Contractor.

4.5 GNPC shall use its best efforts to render assistance to Contractor in emergencies and major accidents, and such other assistance as may be requested by Contractor, provided that any reasonable expenses involved in such assistance shall be borne by Contractor

ARTICLE 5

DEVELOPMENT PLAN

- 5.1 The Contractor shall within 60 days of the Effective Date submit to the Minister a Development Plan.
- 5.2 The Development Plan for the Saltpond re-development project shall be based on detailed engineering studies and shall include:
- a) Contractor's proposals for the delineation of the proposed Development and Production Area and for the development of any reservoir(s), including the method for the disposal of Associated Gas in accordance with the provisions of Article 11;
 - b) the way in which the Development and Production of the reservoir is planned to be financed and the respective equity contributions of the parties. Any Party or third Party debt financing and terms should be included;
 - c) Contractor's proposals relating to the spacing, drilling and completion of wells, the production, storage, transportation and delivery facilities required for the production, storage and transportation of the Petroleum, including without limitation:
 - i) the estimated number, size and production capacity of production platforms if any;
 - ii) the estimated number of Production Wells;
 - iii) the particulars of feasible alternatives for transportation of the Petroleum, including pipelines;
 - iv) the particulars of onshore installations required, including the specifications or size thereof; and
 - v) the particulars of other technical equipment required for the operations;
 - d) the estimated production profiles for Crude Oil and Natural Gas from the Petroleum reservoirs;
 - e) estimates of capital and Operating expenditures;
 - f) the economic feasibility studies carried out by or for Contractor in respect of alternative methods for Development of the Fields, taking into account:
 - i) location;
 - ii) water depth (where applicable);

- iii) meteorological conditions;
 - iv) estimates of capital and operating expenditures; and
 - v) any other relevant data and evaluation thereof;
 - g) the safety measures to be adopted in the course of the Development and Production Operations, including measures to deal with emergencies;
 - h) the necessary measures to be taken for the protection of the environment;
 - i) Contractor's proposals with respect to the procurement of goods and services obtainable in Ghana;
 - j) Contractor's plan for training and employment of Ghanaian nationals; and
 - k) the time table for effecting Development Operations.
- 5.3 After thirty (30) days following its submission, the Development Plan shall be deemed approved as submitted, unless the Minister has before the end of the said thirty (30) day period given Contractor a notice in writing stating:
- i) that the Development Plan as submitted has not been approved; and
 - ii) the revisions, proposed by the Minister, to the Development Plan as submitted, and the reasons thereof.
- 5.4 Where the Development Plan is not approved by the Minister as provided under Article 5.3 above, the Parties shall within a period of thirty (30) days from the date of the notice by the Minister as referred to under Article 5.3 above meet to agree on the revisions proposed by the Minister to the Development Plan. In the event of failure to agree to the proposed revisions, within fourteen (14) days following said meeting any matters in dispute between the Minister and the Contractor shall be referred for resolution in accordance with Article 2 1.
- 5.5 Where the issue in dispute referred for resolution pursuant to Article 21 is finally decided in favour of Contractor the Minister shall forthwith give the requisite approval to the Development Plan submitted by Contractor.
- 5.6 Where the issue in question referred for resolution pursuant to Article 21 is finally decided in favour of the Minister in whole or in part, Contractor shall forthwith:
- i) amend the proposed Development Plan to give effect to the final decision rendered under Article 21, and the Minister shall give the requisite approval to such revised Development Plan.

ARTICLE 6

SOLE RISK ACCOUNT

- 6.1 During the Development Period GNPC may, at its sole risk and expense, require Contractor to continue drilling to penetrate and test horizons deeper than those contained in the Work Programme of Contractor. GNPC may also at its Sole risk ask the Contractor to test a zone or zones, which Contractor has not included in Contractor's test programme. Notice of this shall be given to Contractor in writing as early as possible prior to or during the drilling of the well, but in any case not after Contractor has begun work to complete or abandon the well. The exercise by GNPC of this right shall be in an agreed manner, which does not prevent Contractor from complying with Development and Production programme.
- 6.2 At any time before commencing such deeper drilling Contractor may elect to embody the required drilling in its own Development operation, in which case any resulting Discovery shall not be affected by the provisions of this Article.
- 6.3 Where any sole risk deeper drilling results in a Discovery of additional Petroleum accumulation, GNPC shall have the right, at its sole cost, risk and expense, to develop, produce and dispose of all Petroleum from that deeper horizon, provided however that if at the time such Petroleum is tested from the well, Contractor's Work Programme includes a well or wells to be drilled to the same producing horizon, and provided that the well or wells result(s) in a Petroleum producing well producing from the same horizon, Contractor shall, after reimbursing GNPC for all costs associated with its Sole Risk deeper drilling in said well, have the right to include production from that well in its total production.
- 6.4 Alternatively, if at the time such Petroleum is tested from the well, Contractor's Work Programme does not include a well to be drilled to said horizon, Contractor has the option to develop, as the case may be, the accumulation for its account under the terms of this Agreement if it so elects within a period of sixty (60) days. In such case, Contractor shall reimburse GNPC for all expenses incurred by GNPC in connection with such sole risk operations, and shall make satisfactory arrangements with GNPC for the payment of a negotiated premium.
- 6.5 During the term of this Agreement, GNPC shall have the right, at its sole cost, risk and expense, and upon six (6) months prior notice to Contractor, to drill one (1) or two (2) wells per Calendar Year within the Development and Production Area provided that the work intended to be done by GNPC had not been scheduled for a Work Programme to be performed by Contractor and the exercise of such right by GNPC and the arrangement made by GNPC for undertaking such drilling do not prevent Contractor from satisfying its work obligations. Within thirty (30) days after receipt of such notice Contractor may elect to drill the required well or wells as part of Contractor's Exploration Operations.

- 6.6 In the event that a well drilled for the account and risk of GNPC in accordance with Article 6.5 above is successful, GNPC shall have the right to develop as the case may be or require Contractor to develop the accumulation for a mutually agreed service fee, so long as Contractor has an interest in the Development and Production Area, GNPC taking all the interest risk and costs and hence having the right to all Petroleum produced, provided however that Contractor has the option to develop, as the case may be, the accumulation for its account under the terms of this Agreement if it so elects within a period of sixty (60) days after receipt of GNPC's written notice of such accumulation.
- 6.7 Contractor shall reimburse GNPC for all expenses incurred by GNPC in connection with such sole risk operations, and shall make satisfactory arrangements with GNPC for the payment of a negotiated premium before exercising the option under Article 6.5. Such premium shall not be reckoned as Petroleum Costs for the purposes of Accounting Guide.
- 6.8 In the event that Contractor declines to develop the accumulation or no agreement is reached on the service fee arrangement as provided for in Article 6.6, Contractor shall relinquish the Development and Production Area associated with such accumulation.
- 6.9 GNPC shall indemnify and hold harmless Contractor against all actions, claims, demands and proceedings whatsoever brought by any third party or the State, arising out of or in connection with sole risk operations under this Article 6, unless such actions, claims, demands and proceedings are caused by Contractor's negligence or willful misconduct.

ARTICLE 7

SHARING OF CRUDE OIL

- 7.1 Gross Production of Crude Oil from each Development and Production Area shall (subject to a Calendar Year adjustment developed under the provisions of Article 7.6) be distributed amongst the Parties in the following sequence and proportions:
- a) Three per cent (3%) of the Gross Production of Crude Oil shall be delivered to the State as ROYALTY, pursuant to the provisions of the Petroleum Law. Upon notice to Contractor, the State shall have the right to elect to receive cash in lieu of its royalty share of such Crude Oil. The State's notice shall be given to Contractor at least ninety (90) days in advance of each lifting period, such periods to be established pursuant to the provisions of Article 7.6. In such case, said share of Crude Oil shall be delivered to Contractor and it shall pay to the State the value of said share in cash at the relevant weighted average Market Price for the relevant period as determined in accordance with Article 8.7;
 - b) After distribution of such amounts of Crude Oil as are required pursuant to (a), the amount of Crude Oil, if any, shall be delivered to the GNPC to the extent it is entitled for Sole Risk operations under Article 6;
 - c) After distribution of such amounts of Petroleum as are required pursuant to (a) and (b) an amount of crude oil shall be delivered to the Parties sufficient in value to reimburse them for their shares in Production costs paid to date until such shares of Production Cost have been fully reimbursed.
 - d) After distribution of such amounts of Petroleum as are required pursuant to (a), (b) and (c), the remaining Crude Oil produced from each Development and Production Area shall be distributed to Contractor and, subject to (c) above and (e) below, to GNPC on the basis of their Carried Interests pursuant to Article 2;
 - e) Value for the purpose of reimbursement to GNPC of Production Costs shall be the weighted average market Price determined pursuant to Article 8.7 for Crude Oil delivered to Contractor during the relevant Month
 - e) After cumulative production of 1.3 Million barrels of oil equivalent GN1C shall be reimbursed for the value of its assets in the development area, which has been mutually assessed and agreed to be worth US Dollars 10 Million.
- 7.2 All Petroleum or monies accruing to the State under this Article shall be delivered to an Appointed Government Agent, or paid into a Government account designated by the Minister.

- 7.3 The State or GNPC, having met the requirements of Article 12.1, may elect, in accordance with terms and conditions to be mutually agreed by the Parties, that all or part of the Crude Oil to be distributed to the State or to GNPC pursuant to this Article shall be sold and delivered by the State or GNPC to Contractor or its Affiliate for use and disposal and in such case Contractor or its Affiliate shall pay to the State or to GNPC, as the case may be, the Market Price for any Crude Oil so sold and delivered. Market Price for purposes of this Article shall be the amounts actually realised by Contractor or said Affiliate on its resales of said Crude Oil in arm's length commercial transactions, or for its other resales or dispositions of said Crude Oil, based upon world market prices determined in the manner specified in Article 8.7(b)
- 7.4 Ownership and risk of loss of all Crude Oil produced from the Development and Production Area which is purchased, and all of its percentage Interest or other Crude Oil lifted, by Contractor shall pass to Contractor at the outlet flange of the marine terminal or other storage facility for loading into tankers or other transportation equipment referred to in Article 8.1.
- 7.5 Subject to the provisions of Article 12 hereof, Contractor shall have the right freely to export and dispose of all the Petroleum allocated and/or delivered to it pursuant to this Article.
- 7.6 The Parties shall through consultation enter into supplementary agreements concerning Crude Oil lifting procedures, lifting and tanker schedules, loading conditions, Crude Oil metering, and the settlement of lifting imbalances, if any, among the Parties at the end of each Calendar Year. The Crude Oil to be distributed or otherwise made available to the Parties in each Calendar Year in accordance with the preceding provisions of this Article shall insofar as possible be in reasonably equal monthly quantities.

ARTICLE 8

MEASUREMENT AND PRICING OF CRUDE OIL

- 8.1 Crude Oil shall be delivered by Contractor to storage tanks constructed, maintained and operated in accordance with applicable laws and good oilfield practice. Crude Oil shall be metered or otherwise measured for quantity and tested for quality in such storage tanks for all purposes of this Agreement. Any Party may request that measurements and tests be done by an internationally recognised inspection company. Contractor shall arrange and pay for the conduct of any measurement, or test so requested provided, however, that in the case of (1) a test requested for quality purposes and (2) a test requested on metering (or measurement) devices, or where the test demonstrates that such devices are accurate within acceptable tolerances, the Party requesting the test shall reimburse Contractor for the costs associated with the test or tests.
- 8.2 GNPC or its authorised agent shall have the right;
- a) to be present at and to observe such measurement of Crude Oil: and
 - b) to examine and test whatever appliances are used by Contractor therefor.
- 8.3 In the event that GNPC considers Contractor's methods of measurement to be inaccurate GNPC shall notify Contractor to this effect and the Parties shall meet within ten (10) days of such notification to discuss the matter. Where after thirty (30) days the Parties cannot agree over the issue they shall refer for resolution under Article 21 the sole question of whether Contractor's method of measuring Crude Oil is accurate and reasonable Retrospective adjustments to measurements shall be made where necessary to give effect to the decision rendered under
- 8.4 If upon the examination or testing of appliances provided for in Article 8.2 any such appliances shall be discovered to be defective:
- a) Contractor shall take immediate steps to repair or replace such appliance; and
 - b) subject to the establishment of the contrary, such error shall be deemed to have existed for three (3) months or since the date of the last examination and testing, whichever occurred more recently.
- 8.5 in the event that Contractor desires to adjust, repair or replace any measuring appliance, it shall give GNPC reasonable notice to enable GNPC or its authorized agent to be present

- 8.6 Contractor shall keep full and accurate accounts concerning all Petroleum measured as aforesaid and provide GNPC with copies thereof on a monthly basis, not later than ten (10) days after the end of each month.
- 8.7 The market price for Crude Oil delivered to Contractor hereunder shall be established with respect to each lifting as follows:
- a) on Crude Oil sold by Contractor in arm's length commercial transactions, the Market Price shall be the price actually realized by Contractor on such sales;
 - b) On other sales by Contractor, on exports by Contractor without sale and on sales under Article 12.2, the Market Price shall be determined by reference to world market prices of comparable Crude Oils, Dated Brent, sold in arm's length transactions for export in the major world petroleum markets, and adjusted for oil quality, location and conditions of pricing, delivery and payment
 - c) sales in arm's length commercial transactions shall mean sales to purchasers independent of the seller, which do not involve Crude Oil exchange or barter transactions, government to government transaction, sales directly or indirectly to Affiliates, or sales involving consideration other than payment in U.S. Dollar or currencies convertible thereto, or affected in whole or in part by considerations other than the usual economic incentives for commercial arm's length Crude Oil sales;
 - d) the price of Crude Oil shall be expressed in U.S. Dollars per barrel, F.O.B. the point of delivery by Contractor;
 - e) if the quality of Crude Oils produced from the Development and Production Area is different, the market Price shall be determined separately for each type sold and/or exported by Contractor
- 8.8 Contractor shall notify GNPC of the market Price determined by it for its respective lifting during each Quarter not later than thirty (30) days after the end of that Quarter.
- 8.9 If GNPC considers that the price notified by Contractor was not correctly determined in accordance with the provisions of Article 8.7, it shall so notify contractor not later than thirty (30) days after notification by Contractor of such price, and GNPC and Contractor shall meet not later than twenty (20) days thereafter to agree on the correct market price.
- 8.10 In the event that GNPC and Contractor fail to agree upon the commencement of meetings for that purpose, the Market Price shall be referred for determination in accordance with Article 2 1 of this Agreement.

ARTICLE 9

TAXATION AND OTHER IMPOSTS

9.1 Contractor shall be subject to the following taxes and imposts:

- i) Royalty for oil as provided for in Article 7 at three percent (3%);
- ii) Income Tax in accordance with the Petroleum Income Tax Law 1987 (PNDCL 188) levied at the rate of thirty percent (30%);
- iii) Payments for rental of Government property, public lands or for the provisions of specific services requested by Contractor from public enterprises; provided, however, that the rates charged Contractor for such rentals or services shall not exceed the rates charged to other members of the public who receive similar services or rentals;
- iv) Surface rentals payable to the State pursuant to Section 18 of the Petroleum Law per square kilometre of the area remaining at the beginning of each Contract Year as part of the Development and Production Area, in the amounts as set forth below.

Phase of Operation	Surface Rentals Per Annum
Development & Production Area	US \$50 per sq. km.

- v) Taxes, duties, fees or other imposts of a minor nature and amount insofar as they do not relate to the stamping and registration of this (1) Agreement, (2) any assignment of interest in this Agreement, or (3) any contract in respect of Petroleum Operations between Contractor and any Subcontractor.

9.2 Save for withholding tax at a rate of seven and a half percent (7.5%) from the aggregate amount due to any Subcontractor if and when required by Section 27 (1) of the Petroleum Income Tax Law, Contractor shall not be obliged to withhold any amount in respect of tax from any sum due from Contractor to any Subcontractor.

9.3 Contractor shall not be liable for any export tax on Petroleum exported from Ghana and no duty or other charge shall be levied on such exports. Vessels or other means of transport used in the export of Contractor's Petroleum from Ghana shall not be Liable for any tax, duty or other charge by reason of their use for that purpose.

9.4 Subject to the local purchase obligations hereunder, Contractor and Subcontractors may import into Ghana all plant, equipment and materials to be used solely and exclusively in the conduct of Petroleum Operations **without payment of customs and other duties, taxes, fees and charges on imports save minor administrative charges;**

PROVIDED THAT:

- a) GNPC shall have the right of first refusal for any item imported duty free under this Article which is later sold in Ghana; and
 - b) where GNPC does not exercise its right of purchase Contractor may sell to any other person only subject to all import duty and taxes as if such items were being imported at the time of such sale; provided, however, that no duty or tax shall be levied if the purchaser could have imported the item sold free of duty or tax under an exemption similar to Contractor's hereunder.
- 9.5 Foreign National Employees of Contractor or its Affiliates, and of its Subcontractors, shall be permitted to import into Ghana free of import duty their personal and household effects in accordance with Section 22.7 of PNDCL 64; provided, however, that no property imported by such employee shall be resold by such employee in Ghana except in accordance with Article 9.4.
- 9.6 Subject to GNPC's rights under Article 16, Contractor, Subcontractors and Foreign National Employees shall have the right to export from Ghana all previously imported items as defined. Such exports shall be exempt from all customs and other duties, taxes, fees and charges on exports save minor administrative charges.
- 9.7 The Ghana Income Tax law applicable generally to individuals who are not employed in the petroleum industry shall apply in the same fashion and at the same rates to employees of Contractor, its Affiliates and its Subcontractors; provided, however, that Foreign National Employees of Contractor, its Affiliates, and its Subcontractors shall be exempt from the income tax and withholding tax liabilities if they are resident in Ghana for thirty (30) days or less in any Calendar Year.
- 9.8 It is the intent of the Parties that payments by Contractor of tax levied by the Petroleum Income Tax Law qualify as creditable against Contractor's United States federal income tax liability. Should the United States Internal Revenue Service determine that the Petroleum Income Tax Law does not impose a creditable tax, the Parties agree to negotiate in good faith with a view to establishing a creditable tax on the precondition that no adverse effect should occur to the economic rights of GNPC or the State.

ARTICLE 10

FOREIGN EXCHANGE TRANSACTIONS

- 10.1 Contractor shall for the purpose of this Agreement be entitled to receive, remit, keep and utilise freely abroad all the foreign currency obtained from the sales of the Petroleum assigned to it by this Agreement or purchased hereunder, or from transfers, as well as its own capital, receipts from loans and in general all assets thereby acquired abroad. Upon making adequate arrangements with regard to its commitment to conduct Petroleum Operations, Contractor shall be free to dispose of this foreign currency or assets as it deems fit.
- 10.2 Contractor shall have the right to open and maintain in Ghana bank accounts in foreign currency and Ghanaian currency. No restriction shall be made on the import by Contractor in an authorised manner of funds assigned to the performance of the Petroleum Operations and Contractor shall be entitled to purchase Ghanaian currency through authorised means, without discrimination, at the prevailing rate of exchange; provided, however, that such prevailing rate applicable to Contractor hereunder for all transactions for converting Ghanaian currency into U.S. Dollars. and vice versa, shall be at a buying or selling, as the case may be, rate of exchange not less favourable to Contractor than that quoted by the State or its foreign exchange control authority to any person or entity on the dates of such conversion (excepting those special rates provided by the State to discretely defined groups for special, limited purposes).
- 10.3 Contractor shall be entitled to convert in an authorised manner into foreign currencies of its choice funds imported by Contractor for the Petroleum Operations and held in Ghana which exceeds its local requirements at the prevailing rate of exchange referred to in Article 10.2 and remit and retain such foreign currencies outside Ghana.
- 10.4 In the event of resale by Contractor or its Affiliate of Crude Oil purchased from the State or GNPC. the State or GNPC shall have the right to request payment for such sales of its share of production to Contractor or its Affiliate to be held in the foreign currency in which the resale transaction took place or in U.S. Dollars.
- 10.5 Contractor shall have the right to make direct payments outside of Ghana from its home offices in the United States of America, and elsewhere, to its Foreign National Employees, and to those of its Subcontractors and suppliers 'not resident in Ghana' (as that term is defined in Section 76 of the Income Tax Decree 1975 (SMCD 51)) for wages, salaries, purchases of goods and performance of services, whether imported into Ghana or supplied or performed therein for Petroleum Operations carried out hereunder, in accordance with the provisions of this Agreement, in respect of services performed within the framework of this Agreement, and such payments shall be considered as part of the costs incurred in Petroleum Operations. In the event of any changes in the location of Operator's home or other offices, Operator shall so notify GNPC and the State.

- 10.6 All payments which this Agreement obligates Contractor to make to GNPC or the State, including income taxes, shall be made in U.S. Dollars, except as requested otherwise pursuant to Article 10.4 above. All payments shall be made by telex transfer in immediately available funds to a bank to be designated by GNPC or the State, and reasonably accessible to Contractor by way of its being able to receive payments made by Contractor and give a confirmation of receipt thereof, or in such other manner as may be mutually agreed.
- 10.7 All payments which this Agreement obligates GNPC or the State to make to Contractor shall be made in U.S. Dollars. All payments shall be made by telex transfer in immediately available funds to a commercial bank to be designated by Contractor, and reasonably accessible to GNPC or the State by way of its being able to receive payments made by GNPC or the State and give confirmation of receipt thereof, or in such other manner as may be mutually agreed.

ARTICLE 11

SPECIAL PROVISIONS FOR NATURAL GAS

PART I - GENERAL

- 11.1 Contractor shall have the right to use Natural Gas produced from any Development and Production Area for Petroleum Operation within the Development and Production Area such as reinjection for pressure maintenance and/or power generation.
- 11.2 Contractor shall have the right to flare Natural Gas:
- a) to the extent provided in an approved Development Plan;
 - b) during production testing operations;
 - c) when required for the safety of persons engaged in Petroleum Operations in accordance with Petroleum Industry practice;
 - d) where reinjection is inadvisable from the point of view of good reservoir or petroleum engineering practice; or
 - e) as otherwise authorised by the Minister.
- 11.3 Contractor shall have the right to extract condensate and Natural Gas liquids for disposition under the provisions relating to Crude Oil. Residual Natural Gas remaining after the extraction of condensate and Natural Gas liquids is subject to the provisions of this Article.

PART II - ASSOCIATED GAS

- 11.4 Based on the principle of full utilisation of Associated Gas and without substantial impediment to Crude Oil production, the Development Plan of each Development and Production Area shall include a plan of utilisation for Associated Gas.
- 11.5 If Contractor considers that production processing and utilisation of Associated Gas from any Development and Production Area to be non-economic, GNPC shall have the option to off take such Associated Gas at the outlet flange of the gas-oil separator at its Sole Risk for its own use and to that end the Development Plan proposed by Contractor shall include:
- a) a statement of the facilities necessary for the delivery to GNPC of such Associated Gas; and
 - b) a plan for the reinjection of such Associated Gas into the reservoir.

PART III NATURAL GAS PROJECTS

11.6 The Natural Gas in the Development and Production Area which is to be developed and commercially produced, the provisions of this Agreement in respect to interests, rights and obligations of the Parties regarding Crude Oil shall apply to Natural Gas, with the necessary changes in points of detail, except with respect to specific provisions in this Agreement concerning Natural Gas and different or additional provisions concerning Natural Gas which may be agreed by the Parties in the future.

- a) The system for the allocation of Natural Gas among the Parties shall follow the same general format as Article 7.
- b) The Parties recognise that projects for the Development and Production of Natural Gas are generally long-term in nature for both the project developers and the customers who purchase the Natural Gas. Substantial investments and dedication of facilities require long-term commitments on both sides. This Agreement, being for a specific term of years, may not cover the length of time for which customers in given cases will require Commitments on the part of the Parties to this Agreement to deliver their respective shares of the output. Accordingly the Parties agree to consider undertaking such commitments where reasonably required for the efficient and viable development of a Natural Gas project. It is recognised that, unless otherwise agreed by the Parties hereto, Contractor will have no right or interest in the project or the Natural Gas produced and delivered after the term of this Agreement has expired.
- c) In the event that Contractor or an Affiliate decides to construct facilities to receive Natural Gas from the Development and Production Area for further processing or for use as a feedstock or fuel in order to convert such Natural Gas into one or more commercially marketable products, the Contractor shall be entitled to pay for such gas at the price paid by the State or GNPC under this Article.
- d) The Parties will consider collaboration in obtaining any common external financing available for Natural Gas processing or Natural Gas utilisation facilities, including project financing; however, each Party shall remain free to finance externally its share of such facilities to the extent it prefers to do so.

ARTICLE 12

DOMESTIC SUPPLY REQUIREMENTS (CRUDE OIL)

- 12.1 Crude Oil for consumption in Ghana (in this Article called the “Domestic Supply Requirement”) shall be supplied, to the extent possible, by the State and GNPC from their respective entitlements under this Agreement and under any other contract for the production of Crude Oil in Ghana.
- 12.2 In the event that Crude Oil available to the State pursuant to Article 12.1 is insufficient to fulfill the Domestic Supply Requirements, Contractor shall be obliged together with any third parties which produce Crude Oil in Ghana, to supply a volume of Crude Oil to be used for such Domestic Supply Requirements, calculated on the basis of the ratio of Contractor’s entitlement to Crude Oil under Article 7.1(c) to the similar entitlements of all such third parties and provided that Contractor’s obligation to supply Crude Oil for purposes of meeting the Domestic Supply Requirement shall not exceed the total of Contractor’s said entitlement under this Agreement. The State shall purchase any Crude Oil supplied by Contractor pursuant to this Article at the weighted average Market Price determined under Article 8.7 for the Month of delivery, and the State shall pay such prices in accordance with Article 10.7 within thirty (30) days, maximum, after receipt of invoice failing which Contractor’s obligations in respect of the Domestic Supply Requirement under this Article 12 shall be suspended until payment is made good, at which time deliveries shall be resumed subject to any alternative commitments that may have been reasonably entered into by Contractor to dispose of the Domestic Supply Requirement Crude Oil during the period of default in payment.

ARTICLE 13

INFORMATION AND REPORTS CONFIDENTIALITY

13.1 Contractor shall keep ONPC regularly and fully informed of operations being carried out by Contractor and provide (INPC with all information, data, (film, paper and digital forms), samples, interpretations and reports, (including progress and completion reports) including but not limited to the following:

- a) processed seismic data and interpretations thereof;
- b) well data, including but not limited to electric logs and other wireline surveys, and mud logging reports and logs, samples of cuttings and cores and analyses made therefrom;
- c) any reports prepared from drilling data or geological or geophysical data, including maps or illustrations derived therefrom;
- d) well testing and well completion reports;
- e) reports dealing with location surveys, seabed conditions and seafloor hazards and any other reports dealing with well, platform or pipeline locations;
- f) reservoir investigations and estimates regarding reserves, held limits and economic evaluations relating to future operations;
- g) daily, weekly, monthly and other regular reports on Petroleum Operations;
- h) comprehensive final reports upon the completion of each specific project or operation;
- i) contingency programmes and reports on safety and accidents;
- j) procurement plans, Subcontractors and contracts for the provision of services to Contractor.

Data shall be provided on film, paper and in digital format. In respect of the reports, including text and graphics, paper and digital copies shall be submitted.

13.2 Contractor shall have the right to retain for its own use in connection with the conduct of Petroleum Operations under this Agreement copies of data, well logs, maps, magnetic tapes, other geological and geophysical information, portions of core samples and copies of reports, studies and analyses, referred to in Article 13.1.

13.3 Not later than ninety (90) days following the end of each Calendar Year, Contractor shall submit to GNPC a report covering Petroleum Operations performed in the Development and Production Area during such Calendar Year. Such report shall include, but not be limited to:

- a) a statement of the number of Development Wells drilled, the depth of each such well, and a map on which drilling locations are indicated;
- b) a statement of any Petroleum encountered during Petroleum Operations, as well as a statement of any fresh water layers encountered and of any other minerals discovered;
- c) a statement of the quantity of Petroleum produced and of all other minerals produced therewith from the same reservoir or deposit:
- d) a general summary of all Petroleum Operations in the Development and Production Area; and
- e) a statement of the number of employees engaged in Petroleum Operations in Ghana. identified as Ghanaian or non—Ghanaian. Contractor will inform the latter that details as to nationality are required by GNPC and that Contractor is available to assist them to supply that .information.

13.4 All data, information and reports including interpretation and analysis supplied by Contractor pursuant to this Agreement shall be treated as confidential and shall not be disclosed by any Party to any other person without the express written consent of the other Parties.

13.5 The provisions of Article 13.4 shall not prevent disclosure:

a) by GNPC or the State:

- i) to any agency of the State or to any adviser or consultant to GNPC or the State; or
- ii) for the purpose of obtaining a Petroleum Agreement in respect of any acreage adjacent to the Development and Production Area.

b) by Contractor:

- i) to its Affiliates, advisers or consultants;

- ii) to a bona fide potential assignee of all or part of Contractor's interest hereunder provided GNI'C is notified concerning such potential assignee, subject to approval of GNPC (not to be unreasonably withheld);
- iii) to banks or other lending institutions for the purpose of seeking external financing of costs of the Petroleum Operations;
- iv) to non-Affiliates who shall provide services for the Petroleum Operations, including Subcontractors, vendors and other service contractors, where this is essential for their provision of such services, and provided GNPC is notified about such disclosure;
- v) to governmental agencies for obtaining necessary rulings, permits, licenses and approvals, or as may be required by applicable law or financial stock exchange, accounting or reporting practices, and provided GNPC is notified about such disclosure; or
- vi) to such persons and for such purposes as the Joint Management Committee may permit from time to time.

c) **by any Party:**

- i) to the extent necessary in any Arbitration Proceedings or proceedings before a Sole Expert or in proceedings before any court;
- ii) with respect to data, etc., which already through no fault of the disclosing Party is in the public domain.

13.6 Any Party disclosing information or providing data to any third party under this Article shall require such persons to observe the confidentiality of such data.

ARTICLE 14

INSPECTION SAFETY AND ENVIRONMENTAL PROTECTION

- 14.1 GNPC shall have the right of access to all sites and offices of Contractor and the right to inspect all buildings and installations used by Contractor relating to Petroleum Operations. Such inspections and audits shall take place in consultation with Contractor and at such times and in such manner as not unduly to interfere with the normal operations of Contractor.
- 14.2 Contractor shall take all necessary steps, in accordance with accepted Petroleum industry practice, to perform activities pursuant to the Agreement in a safe manner and shall comply with all requirements of Governing Law, including labour, health safety and environmental laws regulations issued by the Environmental Protection Agency.
- 14.3 Contractor shall provide an effective and safe system for disposal of water and waste oil, oil base mud and cuttings in accordance with accepted Petroleum industry practice, and shall provide for the safe completion or abandonment of all boreholes and wells or dc-commissioning of facilities as per International Oilfield practice.
- 14.4 Contractor shall exercise its rights and carry out its responsibilities under this Contract in accordance with accepted Petroleum industry practice, and shall take steps in such manner as to:
- a) result in minimum ecological damage or destruction;
 - b) control the flow and prevent the escape or the avoidable waste of Petroleum discovered in or produced from the Development and Production Area;
 - c) prevent damage to Petroleum-bearing strata;
 - d) prevent the entrance of water through boreholes and wells to Petroleum-bearing strata, except for the purpose of secondary recovery;
 - e) prevent damage to onshore lands and to trees, crops, buildings or other structures; and
 - f) avoid any actions, which would endanger the health or safety of persons.
- 14.5 If Contractor's failure to comply with the requirements of Article 14.4 results in the release of Petroleum or other materials on the seabed, in the sea, on land or in fresh water, or if Contractor's operations result in any other form of pollution or otherwise cause harm to fresh water, marine, plant or animal life, Contractor shall, in accordance with accepted Petroleum industry practice, promptly take all necessary measures to

control the pollution, to clean up Petroleum or other released material, or to repair, to the maximum extent feasible, damage resulting from any such circumstances. If such release or pollution results directly from the gross negligence or willful misconduct of Contractor, the cost of subcontract clean-up and repair activities shall be borne by Contractor and shall not be included as Petroleum Cost under this Agreement.

- 14.6 Contractor shall notify GNPC immediately in the event of any emergency or major accident and shall take such action as may be prescribed by GNPC's emergency procedures and by accepted Petroleum industry practices.
- 14.7 If Contractor does not act promptly so as to control, clean up or repair any pollution or damage, GNPC may, after giving Contractor reasonable notice in the circumstances, take any actions which are necessary, in accordance with accepted Petroleum industry practice and the reasonable costs and expenses of such actions shall be borne by Contractor and shall, subject to Article 14.5 be included as Petroleum Costs.

ARTICLE 15

ACCOUNTING AND AUDITING

- 15.1 Contractor shall maintain, at its offices in Ghana, books of account and supporting records in the manner required by applicable law and accepted accounting principles generally used in the accepted petroleum industry and shall file reports, tax returns and any other documents and any other financial returns, which are required by applicable law.
- 15.2 In addition to the books and reports required by Article 15.1 Contractor shall maintain, at its office in Ghana, a set of accounts and records relating to Petroleum Operations under this Agreement. Such accounts shall be kept in accordance with the requirements of the applicable law and accepted accounting principles generally used in the Petroleum industry.
- 15.3 The accounts required by Articles 15.1 and 15.2 shall be kept in United States Dollars or such other currency as GNPC and Contractor may agree.
- 15.4 Contractor will provide GNPC with quarterly summaries of the Petroleum Costs incurred under this Agreement.
- 15.5 GNPC shall review all financial statements submitted by the Contractor as required by this Agreement, and shall signify its provisional approval or disapproval of such statements in writing within ninety (90) days of receipt failing which the financial statements, as submitted by Contractor shall be deemed approved by GNPC; in the event that GNPC indicates its disapproval of any such statement, the parties shall meet within fifteen (15) days of Contractor's receipt of the notice of disapproval to review the matter.
- 15.6 Notwithstanding any provisional approval pursuant to Article 15.5, GNPC shall have the right at its sole expense and upon giving reasonable notice in writing to Contractor to audit the books and accounts of Contractor relating to Petroleum Operations within two (2) years from the submission by Contractor of any report of financial statement. GNPC shall not, in carrying out such audit, interfere unreasonably with the conduct of Petroleum Operations. Any such audit shall be undertaken by an independent international auditing firm and shall be completed within nine (9) months after commencement. Contractor shall provide all necessary facilities for auditors appointed hereunder by GNPC including working space and access to all relevant personnel, records, files and other materials. If GNPC desires verification of charges from an Affiliate, Contractor shall at GNPC's sole expense obtain for GNPC or its representatives an audit certificate to this purpose from the statutory auditors of the Affiliate concerned. Copies of audit reports shall be provided to the Contractor and GNPC. Any unresolved audit claim resulting from such audit, upon which Contractor and GNPC are unable to agree shall be submitted to the JMC for decision, which must be unanimous. In the event that a unanimous decision is not reached in respect of any

audit claim, then such unresolved audit claim shall be submitted for resolution in accordance with Article 21. Subject to any adjustments resulting from such audits, Contractor's accounts and financial statements shall be considered to be correct on expiry of a period of two (2) years from the date of their submission unless before the expiry of such two-year period GNPC has notified Contractor of any exceptions to such accounts and statements.

- 15.7 Nothing in this Article shall be read or construed as placing a limit on GNPC's access to Contractor's books and accounts in respect of matters arising under Article 20.4(a).

ARTICLE 16

TITLE TO AND CONTROL OF GOODS AND EQUIPMENT

- 16.1 GNPC shall be the sole and unconditional owner of:
- a) Petroleum produced and recovered as a result of Petroleum Operations, except for such Petroleum as is distributed to the State and to Contractor pursuant to Article 7 or 11 hereof;
 - b) all physical assets other than those to which Article 16.3 or 16.4 apply, which are purchased, installed, constructed or used by Contractor in Petroleum Operations as from the time that:
 - i) the full cost thereof has been recovered in accordance with the provisions of the Accounting Guide; or
 - ii) this Agreement is terminated and Contractor has not disposed of such assets prior to such termination, whichever occurs first.
- 16.2 Contractor shall have the use of the assets referred to in Article 16.1(b) for ' purposes of its operations under this Agreement without payment provided that Contractor shall remain liable for maintenance, insurance and other costs associated with such use. Where Contractor has failed to keep any such asset in good working condition (normal wear and tear excepted), GNPC shall have the right to recover the cost of repair or replacement of such assets from Contractor. Contractor shall indemnify GNPC against all losses, damages, claims or legal action resulting from Contractor's use of such assets, if and in as far as such losses, damages, claims or legal actions were directly caused by Contractor's gross negligence or willful misconduct.
- 16.3 Equipment or any other assets rented or leased by Contractor which is imported into Ghana for use in Petroleum Operations and subsequently re-exported therefrom, which is of the type customarily leased for such use in accordance with international petroleum industry practice or which is otherwise not owned by Contractor shall not be transferred to GNPC. No equipment or assets owned or leased by a Subcontractor shall by reason of the provisions of this Article 16 be deemed to be transferred to GNPC.
- 16.4 All assets acquired by Contractor which are not affected by the provisions of Article 16.1 (b) above may, where required for further Petroleum Operations, be retained by GNPC for such operations provided that GNPC shall thereby be liable to pay a reasonable and mutually agreed fee for such use, and shall bear the cost of repair or replacement upon failure to keep such assets in good working condition (normal wear and tear excepted), and further provided that Contractor does not require such assets for its Petroleum Operations.

- 16.5 Upon the termination of Petroleum Operations in any Area, Contractor shall give GNPC the option to acquire any movable and immovable assets used for such Petroleum Operations and not affected by the provisions of Article 16.1(b) at a reasonable and mutually agreed price, always provided that Contractor does not require such assets for Contractor's Petroleum Operations in the Development and Production Area.
- 16.6 All assets, which are not affected by Article 16.1(b) nor subject to Article 16.4 or 16.5 above, and all subcontractor equipment, may be freely exported by Contractor or its Subcontractor, respectively, at its discretion.

ARTICLE 17

PURCHASING AND PROCUREMENT

- 17.1 In the acquisition of plant, equipment, services and supplies for Petroleum Operations, Contractor shall give preference to materials, services and products produced in Ghana including shipping services provided by vessels owned or controlled by Ghanaian shipping companies if such materials, services and products can be supplied at prices, grades, quantities, delivery dates and on other commercial terms equivalent to or more favourable than those at which such materials, services and products can be supplied from outside Ghana.
- 17.2 For the purposes of Article 17.1, price comparisons shall be made on a CIF Accra delivered basis.

ARTICLE 18

EMPLOYMENT AND TRAINING

- 18.1 In order to establish programmes to train Ghanaian personnel for work in Petroleum Operations and for the transfer of management and technical skills required for the efficient conduct of Petroleum Operations, Contractor shall pay to GNPC the sum of fifty thousand US dollars (US\$50,000) per year from the Effective Date to maintain and implement such programmes. Such expenditure shall qualify for deduction against income tax under the Income Tax law and shall be considered Petroleum Cost.
- 18.2 Where qualified Ghanaian personnel are available for employment in the conduct of Petroleum Operations, Contractor shall ensure that in the engagement of personnel it shall as far as reasonably possible provide opportunities for the employment of such personnel. For this purpose, Contractor or subcontractor as the case may be, shall submit to GNPC an employment plan with number of persons and the required professions and technical capabilities prior to the performance of Petroleum Operations. GNPC shall provide the qualified personnel according to the said plan.
- 18.3 Contractor shall, if so requested by GNPC, provide opportunities for a mutually agreed number of personnel nominated by GNPC to be seconded for on-the-job training or attachment in all phases of its Petroleum Operations under a mutually agreed secondment contract. Such secondment contract shall include continuing education and short industry courses mutually identified as beneficial to the secondee. Cost and other expenses connected with such assignment of GNPC personnel shall be borne by the Contractor and considered as Petroleum Costs.
- 18.4 Contractor shall regularly provide to GNPC information and data relating to ' worldwide Petroleum science and technology, Petroleum economics and engineering available to Contractor, and shall assist GNPC personnel in every way to acquire knowledge and skills in all aspects of the Petroleum industry.
- 18.5 It is agreed that there will be no disclosure or transfer of any documents, data, know-how, technology or other information owned or supplied by Contractor, its Affiliates, or non-Affiliates, to third parties without Contractor's prior written consent and then only upon agreement by the recipients to retain such information in strict confidence.

ARTICLE 19

FORCE MAJEURE

- 19.1 The failure of a Party to fulfill any term or condition of this Agreement, except for the payment of monies, shall be excused if and to the extent that such failure arises from Force Majeure, provided that, if the event is reasonably foreseeable such party shall have prior thereto taken all appropriate precautions and all reasonable alternative measures with the objective of carrying out the terms and conditions of this Agreement. A Party affected by an event of Force Majeure shall promptly give the other Parties notice of such event and also of the restoration of normal conditions.
- 19.2 A Party unable by an event of Force Majeure to perform any obligation hereunder shall take all reasonable measures to remove its inability to fulfill the terms and conditions of this Agreement with a minimum of delay, and the Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- 19.3 Any period set herein for the completion by a Party of any act required or permitted to be done hereunder, shall be extended for a period of time equal to that during which such Party was unable to perform such actions as a result of Force Majeure, together with such time as may be required for the resumption of Petroleum Operations, except in the following situations,
- a) a law of general application which is not discriminatory;
 - b) an action taken in consequence of an emergency arising from a condition of Force Majeure;

ARTICLE 20

TERM AND TERMINATION

- 20.1 Subject to the provisions of this Article the term of this Agreement shall be twenty (20) years commencing from the Effective Date.
- 20.2 At the end of the term provided for in Article 20.1, provided that this Agreement has not earlier been terminated, the Parties may negotiate concerning the terms and conditions of a further agreement with respect to the Development and Production Area or any part thereof, but no failure to enter any such further agreement shall give rise to arbitration pursuant to Article 21 hereof.
- 20.3 Subject to Article 19, Termination of this Agreement shall result upon the occurrence of any of the following:
- a) the relinquishment or surrender of the entire Development and Production Area;
 - b) the failure of Contractor through any cause other than Force Majeure, to commence preparations with respect to Development and Production Operations pursuant to Article 5.2:
 - c) if subsequent events reveal that information given as to the shareholding and or membership structure of Lushann International Energy Corporation Houston, Texas or its subsidiary, Lushann Eternit (Nigeria or Ghana) Limited is false, inaccurate or conceals a material fact as to the real identities of the persons behind the said companies.
 - d) if one (1) year after executing this agreement the contractor has failed to put effective programme for the production of the estimated reserves in the Development and Production Area
- 20.4 Subject to Article 19 and pursuant to procedures described in Article 20.5 below GNPC and / or the State may terminate this Agreement upon the uncorrected occurrence of any of the events (or failures to act listed) below:
- a) the submission by Contractor to GNPC of a written statement which Contractor knows or should have known to be false, in a material particular; provided that in the event of intent on the part of Contractor to cause serious damage to GNPC or the State, a period for remedy of such false statement shall not be given;
 - b) the assignment or purported assignment by Contractor of this Agreement contrary to the provisions of Article 22 hereof;

- c) the insolvency or bankruptcy of Contractor, the entry by Contractor into any agreements or composition with its creditors, taking advantage of any law for the benefit of debtors or Contractor's entry into liquidation, or receivership, whether compulsory or voluntary, and there is thereby justifiable anticipation that the obligations of Contractor hereunder will not be performed;
- d) the intentional extraction by Contractor of any material of potential economic value other than as authorised under this Agreement, or any applicable law except for such extraction as may be unavoidable as a result of Petroleum Operations conducted in accordance with accepted petroleum industry practice.
- e) substantial and material failure by Contractor to comply with any of its obligations pursuant to Article 4.1 hereof;
- f) failure by Contractor to make any payment of any sum due to GNPC or the State pursuant to this Agreement within thirty (30) days after receiving notice that such payment is due; or
- g) failure by Contractor to comply with any decisions reached as a result of any arbitration proceedings conducted pursuant to Article 21 hereof.
- h) failure by Contractor to implement the approved Development Plan.

20.5 If GNPC and/or the State believe an event or failure to act as described in Article 20.4 above has occurred, a written notice shall be given to Contractor describing the event or failure. Contractor shall have thirty (30) days from receipt of said notice to commence and pursue remedy of the event or failure cited in the notice. If after said thirty (30) days Contractor has failed to commence appropriate remedial action, GNPC and/or the State may then issue a written Notice of Termination to Contractor, which shall become effective thirty (30) days from receipt of said Notice by Contractor unless Contractor has referred the matter to arbitration. In the event that Contractor disputes whether an event specified in Article 20.3 or Article 20.4 has occurred or been remedied, Contractor may, any time up to the effective date of any Notice of Termination refer the dispute to arbitration pursuant to Article 21 hereof. If so referred, GNPC and/or the State may not terminate this Agreement in respect of such event except in accordance with the terms of any resulting arbitration award.

20.6 Upon Termination of this Agreement, all rights of Contractor hereunder shall cease, except for such rights as may at such time have accrued, and without prejudice to any obligation or liability imposed or incurred under this Agreement prior to termination and to such rights and obligations as the Parties may have under applicable law.

20.7 Upon Termination of this Agreement or in the event of an assignment of all the rights of Contractor, all wells and associated facilities shall be left in a state of good repair in accordance with accepted Petroleum Industry practice.

ARTICLE 21

CONSULTATION, ARBITRATION AND INDEPENDENT EXPERT

- 21.1 Except in the cases specified in Article 23.4 any dispute or difference arising between the State and GNPC or either of them on one hand and Contractor on the other hand in relation to or in connection with or arising out of any terms and conditions of this Agreement shall be resolved by consultation and negotiation. In the event that no agreement is reached within thirty (30) days after the date when either Party notifies the other that a dispute or difference exists within the meaning of this Article or such longer period specifically agreed to by the Parties or provided elsewhere in this Agreement, any Party shall have the right subject to Article 21 .8 to have such dispute or difference settled through international arbitration under the auspices of the Arbitration Institute of the Stockholm Chamber of Commerce, Stockholm, Sweden.
- 21.2 The tribunal shall consist of three (3) arbitrators. Each Party to the dispute shall appoint one (1) arbitrator and those so appointed shall designate an umpire arbitrator. If a Party's arbitrator and/or the umpire arbitrator is not appointed within the periods provided in the rules referred to in Article 21 .5 below, such Party's arbitrator and/or the umpire arbitrator shall at the request of any Party to the dispute be appointed by the Arbitration Institute of the Stockholm Chamber of Commerce.
- 21.3 No arbitrator shall be a citizen of the home country of any Party hereto, and shall not have any economic interest or relationship with any such Party.
- 21.4 The arbitration proceedings shall be conducted in Stockholm, Sweden, or at such Mother location as selected by the arbitrators unanimously. The proceedings shall be conducted in the English language.
- 21.5 The arbitration tribunal shall conduct the arbitration in accordance with the arbitration rules of the United Nations Commission on International Trade Law ("UNCITRAL") of December 15, 1976, except as provided in this Article. For purposes of Article 33.1 of said UNCITRAL rules, the arbitration tribunal shall decide in accordance with the provisions of this Agreement.
- 21.6 If the opinions of the arbitrators are divided on issues put before the tribunal, the decision of the majority of the arbitrators shall be determinative. The award of the tribunal shall be final and binding upon the Parties.
- 21.7 The right to arbitrate disputes arising out of this Agreement shall survive the termination of this Agreement.
- 21.8 In lieu of resorting to arbitration, the Parties to a dispute arising under this Agreement, including the Accounting Guide, which such Parties by mutual agreement may consider appropriate may be referred for determination by a Sole

Expert to be appointed by agreement of the Parties, in such case, the Parties shall agree on the terms of reference for such proceeding, the schedule of presentation of evidence and testimony of witnesses, and other procedural matters. The decision of the Sole Expert shall be final and binding upon the Parties. The Sole Expert shall have ninety (90) days after his appointment to decide the case, subject to any extensions mutually agreed to by the Parties to the dispute. Upon failure of the Sole Expert to decide the matter timely, any Party may call for arbitration under Article 21.1 above.

- 21.9 Each Party to a dispute shall pay its own counsel and other costs; however, costs of the arbitration tribunal shall be allocated in accordance with the decision of the tribunal. The costs and fees of the Sole Expert shall be borne equally by the Parties to the dispute.

ARTICLE 22

ASSIGNMENT

- 22.1 This Agreement shall not be assigned by Contractor directly or indirectly in whole or in part, without the prior written consent of GNPC, and the Minister, which consent shall not be unreasonably withheld or delayed. GNPC and/or the Minister may impose such reasonable conditions upon the giving of consent under this Article as may be deemed by GNPC or the Minister appropriate in the circumstances.
- 22.2 Any assignment of this Agreement shall bind the assignee as a Party to this Agreement to all the terms and conditions hereof unless otherwise agreed and as a condition to any assignment Contractor shall provide an unconditional undertaking by the assignee to assume all obligations assigned by Contractor under this Agreement.
- 22.3 Where in consequence of an assignment hereunder Contractor is more than one person:
- a) any operating or other agreement made between the persons who constitute contractor and relating to the Petroleum Operations hereunder shall be disclosed to GNPC and the Minister and shall not be inconsistent with the provisions of this Agreement;
 - b) an operating agreement shall be established by the JMC to regulate the conduct of Petroleum Operations thereafter, including cash-calls and the limits of authority;
 - c) no change in the scope of the operations may take place without the prior approval in writing of GNPC, which approval shall not be unreasonably delayed or withheld: and
 - d) the duties and obligations of Contractor hereunder shall be joint and several except those relating to the payment of income tax pursuant to Article 9 which shall be the several obligation of each such person.
- 22.4 GNPCs acquisition of additional participating Interest under Article 2 or a Sole Risk Interest pursuant to Article 6 shall not be deemed to be an assignment within the meaning of this Article.

ARTICLE 23

MISCELLANEOUS

- 23.1 This Agreement and the relationship between the State and GNPC on one hand and Contractor on the other shall be governed by and construed in accordance with the laws of the Republic of Ghana consistent with such rules of international law as may be applicable, including rules and principles as have been applied by international tribunals.
- 23.2 The State, its departments and agencies, shall support this Agreement and shall take no action which prevents or impedes the due exercise and performance of rights and obligations of the Parties hereunder. As of the Effective Date of this Agreement and throughout its Term, the State guarantees Contractor the stability of the terms and conditions of this Agreement as well as the fiscal and contractual framework (thereof) specifically including those terms and conditions and that framework that are based upon or subject to the provisions of the laws and regulations of Ghana and any interpretations thereof including, without limitation, the Petroleum Income Tax Law, the Petroleum Law, The GNPC Law and those other laws, regulations and decrees that are applicable thereto.
- The Contractor, its agents and subcontractors included, on their part, covenant to respect the laws of Ghana and guarantee faithful observance and implementation of the terms and conditions of this Agreement. This Agreement and the rights and obligations specified herein may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the Parties.
- 23.3 Where a Party considers that a significant change in the circumstances prevailing at the time the Agreement was entered into, has occurred affecting the economic balance of the Agreement, the Party affected hereby shall notify the other Parties in writing of the claimed change with a statement of how the claimed change has affected the relations between the Parties.
- 23.4 The other Parties shall indicate in writing their reaction to such representation within a period of three (3) months of receipt of such notification and if such significant changes are established by the Parties to have occurred, the Parties shall meet to engage in negotiations and shall effect such changes in, or rectification of, these provisions as they may agree are necessary.
- 23.5 No waiver by any Party of any of its rights hereunder shall be construed or implied, but shall be binding on such Party only if made specifically, expressly and in writing.
- 23.6 Except for payment obligations arising under the Petroleum Income Tax Law, any Party failing to pay any amounts payable by it under this Agreement (including the provisions of Annex 2) on the respective dates on which such amounts are payable by such Party hereunder shall be obligated to pay interest on such unpaid amounts to the Party to which such amounts are payable. The rate of such interest with respect to each day of

delay during the period of such nonpayment shall be the rate which the Ghana International Bank, London, certifies to be the London Interbank offered rate (LIBOR) in the London Interbank Eurodollar market on thirty (30) day deposits, in effect on the last business day of the respective preceding Month, plus three percent (3%). Such interest shall accrue from the respective, dates such amounts are payable until the amounts are duly paid. The Party to whom any such amount is payable may give notice of nonpayment to the Party in default and if such amount is not paid within fifteen (15) days after such notice, the Party to which the amount is owed may, in addition to the interest referred to above, seek remedies available pursuant to Article 21

23.7

- a) The rights and obligations under this Agreement of the State and GNPC on the one hand and Contractor on the other shall be separate and proportional and not joint. This Agreement shall not be construed as creating a partnership or joint venture, nor an association or trust (under any law other than the Petroleum Law), or as authorising any Party to act as agent, servant or employee for any other Party for any purpose whatsoever except as provided in Article 0.
- b) The duties and obligations of each Party constituting Contractor hereunder shall be joint and several and it is recognised that each such Party shall own and be responsible for its undivided Interest in the rights and obligations of Contractor hereunder; provided, however, that the payments under the Petroleum Income Tax Law shall be the separate obligation of, and shall be made by each Party which constitutes the Contractor.

ARTICLE 24

EFFECTIVE DATE AND ENTIRE AGREEMENT

- 24.1 Notwithstanding the day and the year first written above or any other matter I contained or referred to in this Agreement, this Agreement shall come into force after it has been approved by the duly constituted parliament of the State in accordance with Article 268 of the 1992 constitution of the State.
- 24.2 The Parties herein shall not have any obligations towards each other until the condition referred to above has been met and this Agreement shall be of no effect in the event that it is not approved in the manner described above.
- 24.3 This Agreement shall take effect after it has been ratified in the manner described above and executed by the Parties to this Agreement who warrant that they have been duly authorized to execute this Agreement.
- 24.4 This Agreement constitutes the entire understanding between and among the Parties herein and supercedes any previous Agreements oral or written between or among any of the parties herein concerning the subject matter of this Agreement and any amendment or alteration shall be made in writing and executed on behalf of the Parties herein.

ARTICLE 25

NOTICE

25. Any Notice, Application, Requests, Agreements, Consent, Approval, Instruction, Delegation, Waiver or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given when delivered in person to an authorised representative of the Party to whom such notice is directed or when actually received by such Party through registered mail, telex or telegram at the following address or at such other address as the Party shall specify in writing fifteen (15) days in advance:

FOR THE STATE:

*MINISTER OF ENERGY
MINISTRY OF ENERGY
PRIVATE MAIL BAG
MINISTRY POST OFFICE
ACCRA, GHANA*

*Telephone: 233 21 667151 - 3
Telex: 2436 ENERGY GH
Telefax: 233 21 668262*

FOR GHANA NATIONAL PETROLEUM CORPORATION:

*THE MANAGING DIRECTOR
GHANA NATIONAL PETROLEUM CORPORATION
PETROLEUM HOUSE
HARBOUR ROAD
PRIVATE MAIL BAG
TEMA
GHANA*

*Telephone: 233 (0) 22 204726
Telex: 2188 or 2704 GNPC GH
Telefax: 233 (0) 22 202854*

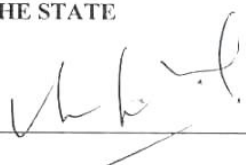
FOR CONTRACTOR, LUSHANN ETERNIT ENERGY LIMITED:

THE MANAGING DIRECTOR,
LUSHANN ETERNIT ENERGY LTD.,
NO. 6 GRAY HILL, REGIMANUEL GRAY ESTATES
OFF SPINTEX ROAD
EAST AIRPORT
ACCRA
GHANA

Telephone: 233 (0) 21 813169
Telefax: 233 (0) 21 813170


IN WITNESS WHEREOF the parties have caused this agreement to be executed by their duly authorized representatives as of the date first written above

FOR THE STATE

By  _____

Its: HON. MINISTER
MINISTRY OF ENERGY
P. O. BOX T. 40
STADIUM—ACCRA

Witnessed:

By:  _____


Its: CHIEF DIRECTOR
MINISTRY OF ENERGY

FOR GHANA NATIONAL PETROLEUM CORPORATION

By  _____

Its: MANAGING DIRECTOR

Witnessed:

By:  _____

Its: Ag. Solicitor General

FOR LUSHANN ETERNIT ENERGY LIMITED

By:  _____

Its: PRESIDENT / CEO

Witnessed:

By:  _____

Its: ATTY. ARKEA, ESQ.
ZOE, AKYEA & CO.
SOLICITORS & BARRISTERS
NO. 571/4 2ND FLOOR ADJABENG ROAD
TUDU ACCRA
P. O. BOX NK 23 NORTH KANESHE ACCRA
TEL: 677141 680823 FAX: 255554

ANNEX I

CONTRACT AREA

A	5° 05' 32.43"	01°01' 53.51" W
B	5° 06' 27.57"	01° 01' 6.49" W
C	5° 04' 27.57"	0° 58' 51.89" W
D	5°03'34.05"	0°59' 38.92" W

ACREAGE: 12.1 KM² or 2,990 Acres.

SALTPOND FIELD

1	5°05' 32.68"	01°01' 25.95" W
2	5° 05' 51.89"	01°01'9.73" W
3	5° 04' 16.21"	0° 59' 32.43" W
4	5° 04' 1.62"	0° 59' 56.76" w

ACREAGE: 3.57 KM² or 882.28 Acres.

ANNEX 2

ACCOUNTING GUIDE

The purpose of this Accounting Guide is to establish equitable methods as between the Parties for determining charges and credits applicable to operations under the Agreement. Principles established by this Accounting Guide shall truly reflect the Contractor's actual cost.

SECTION 1

1.1 GENERAL PROVISIONS

- 1.1.1 Words and terms appearing in this Annex shall have the same meaning as in the Agreement and to that end shall be defined in accordance with Article 1 of the Agreement.
- 1.1.2 This Annex may be amended by a unanimous decision of the JMC.
- 1.1.3 In the event of a conflict between the provisions of the Accounting Guide and the provisions of the Agreement, the provisions of the Agreement shall prevail.

1.2 STATEMENTS REQUIRED TO BE SUBMITTED BY CONTRACTOR

- 1.2.1 Within sixty (60) days from the Effective Date, Contractor shall propose to GNPC an outline of the chart of accounts, operating records and reports to be prepared and maintained, which shall describe the basis of the accounting principles and procedures to be used during the term of the Agreement, and shall be consistent with normal practice of the international petroleum industry.
- 1.2.2 Within ninety (90) days of the receipt of such proposal GN1C shall either accept it or request such revisions, as GNPC deems necessary. Failure to notify contractor of any requested revisions within a ninety (90) day period shall be deemed acceptance of such proposal.
- 1.2.3 Within one hundred and eighty (180) days from the Effective Date, the parties shall either agree on such outline or submit any outstanding issue for determination by a Sole Expert pursuant to the provisions of Article 24.
- 1.2.4 Following agreement over the outline Contractor shall prepare and submit to GNPC formal copies of the chart of accounts relating to the accounting, recording and reporting functions listed in such outline. Contractor shall also permit GNPC to inspect its manuals and to review all procedures, which are to be followed under the Agreement.
- 1.2.5 Without prejudice to the generality of the foregoing, Contractor shall make separate statements relating to Petroleum Operations for each Development and Production Area as follows:
 - a) Cash Call Statement (see Section 5)
 - b) Production Statement (see Section 6)
 - c) Value of Production Statement (see Section 7)
 - d) Cost Statement (see Section 8)
 - e) Statement of Expenditures and Receipts (see Section 9)

- f) Final End-of-Year Statement (see Section 10)
- g) Budget Statement (see Section II)
- h) Long Range Plan and Forecast (see Section 12)

1.3 LANGUAGE, MEASUREMENT, AND UNITS OF ACCOUNTS

- 1.3.1 The U.S. Dollar being the currency unit for investments and compensation hereunder shall therefore be the unit of currency for all bookkeeping and reporting under the Agreement. When transactions for an asset or liability are in Ghana Cedis or currency other than the U.S. Dollar, the respective accounts shall be kept in such other currency as well as the U.S. Dollar.
- 1.3.2 Measurement required under this Annex shall be in the metric system and Barrels.
- 1.3.3 The English language shall be employed.
- 1.3.4 Where necessary for purposes of clarification, Contractor may also prepare financial reports in other languages, units of measurement and currencies.
- 1.3.5 It is the intent of the Parties that no Party shall experience any gain or loss at the expense of or to the benefit of the other as a result of exchange of currency. Where any such gain or loss arises it shall be charged or credited to the accounts under the Agreement.
- 1.3.6 The rate of exchange for the conversion of currency shall be the rate quoted by the Bank of Ghana, or, where buying and selling rates are quoted, the arithmetic average, of those rates, at a close of business on the date of such currency conversion.
- 1.3.7 Current Assets and Liabilities shall be translated at the rate prevailing on the date of settlement of the account.
- 1.3.8 To translate revenue received and expenditures made in Ghana Cedis or in U.S. Dollars, the average of the monthly rate between the currencies shall be used.
- 1.3.9 Expenditures made in Ghana Cedis or in U.S. Dollars in respect of capital items shall be translated at the rate prevailing at the date of acquisition.

SECTION 2

CLASSIFICATION AND ALLOTMENT OF COSTS AND EXPENDITURE

2.1 All expenditure relating to Petroleum Operations shall be classified, as follows:

- a) Exploration Expenditure;
- b) Development Expenditure;
- c) Production Expenditure;
- d) Service Costs; and
- e) General and Administrative expenses

and shall be defined and allotted as herein below provided.

2.2 **EXPLORATION EXPENDITURE**

Exploration Expenditure shall consist of all direct, indirect and allotted costs incurred in the search for Petroleum in the Contract Area, including but not limited to expenditure on:

- a) aerial, geographical, geochemical, paleontological, geological, topographical and seismic surveys, and studies and their interpretation;
- b) borehole drilling and water drilling;
- c) labour, materials and services used in drilling wells with the objective of finding new Petroleum reservoirs or for the purpose of appraising of Petroleum reservoirs already discovered, provided such wells are not completed as producing wells;
- d) facilities used solely for Exploration Operations, including access roads, where applicable, and purchased geological and geophysical information;
- e) all service costs allotted to the Exploration Operations on an equitable basis;
- f) all General and Administrative Expenses allotted to Exploration Operations based on the percentage share of projected budget expenditure, which will be adjusted to actual expenditure at the end of each year.

2.3 **DEVELOPMENT EXPENDITURE**

Development Expenditure shall consist of all expenditure incurred in Development Operations, including but not limited to expenditure on:

- a) drilling wells which are completed as producing wells and drilling wells for purposes of producing a Petroleum reservoir already discovered, whether these wells are dry or producing;
- b) completing wells by way of installation of casing or equipment or otherwise after a well has been drilled for the purpose of bringing such well into use as a producing well;
- c) intangible drilling costs such as labour, consumable material and services having no salvage value which are incurred in drilling and deepening of wells for producing purposes;
- d) field facilities such as pipelines, flow lines, production and treatment units wellhead equipment, subsurface equipment, enhanced recovery systems, offshore platforms, Petroleum storage facilities and access roads for production activities;
- e) engineering and design studies for field facilities;
- f) all service costs allotted to Development Operations on an equitable basis;
- g) all General and Administrative Expenses allotted to Development Operations based on the percentage projected budget expenditure, which will be adjusted to actual expenditure as the end of the year.

2.4 PRODUCTION EXPENDITURE

Production Expenditure shall consist of but not limited to all expenditure incurred in Petroleum Operations after the Date of Commencement of Commercial Production, such expenditure being other than Exploration Expenditure, Development Expenditure, General and Administrative Expenses and Service Costs. The balance of General and Administrative Expenses and Service Costs not allotted to Exploration Operations or to Development Operations under Section 2.2 and 2.3 shall be allotted to Production Expenditure.

2.5 SERVICE COSTS

2.5.1 Service Costs shall consist of but not be limited to all direct and indirect expenditure incurred in support of Petroleum Operations, including the construction or installation of Warehouses, piers, marine vessels, vehicles, motorised rolling equipment, aircraft, fire security stations, workshops, water and sewerage plants, power plants, housing community and recreational facilities and furniture, tools land, equipment used in such construction or installation.

Service Costs in any Calendar Year shall include the total costs incurred in such year to purchase and construct or install such facilities as well as the annual costs of maintaining and operating such facilities.

- 2.5.2 All Service Costs will be regularly allotted on an equitable basis to Exploration Expenditure, Development Expenditure and Production Expenditure.

2.6 GENERAL AND ADMINISTRATIVE EXPENSES

General and Administrative Expenses shall consist of:

- 2.6.1 All main office, field and general administrative costs, in the Republic of Ghana, including but not limited to supervisory, accounting and employee relations services;
- 2.6.2 An overhead charge for the actual cost of services rendered outside the Republic of Ghana by Contractor and its Affiliates for managing Petroleum Operations and for staff advice and assistance, including but not limited to financial, legal, accounting and employee relations services.
- 2.6.3 All General and administrative Expenses will be regularly allotted as specified in subsections 2.2 (f), 2.3 (g) and 2.4 to Exploration Expenditure, Development Expenditure and Production Expenditure.

SECTION 3

COSTS, EXPENSES, EXPENDITURES AND CREDITS OF CONTRACTOR

3.1 Contractor for the purpose of this Agreement shall charge the following allowable costs to the accounts:

- a) costs of acquiring surface rights;
- b) labour and associated costs;
- c) transportation costs;
- d) charges for services;
- e) material costs;
- f) rentals, duties and other assessments;
- g) insurance and losses;
- h) legal expenses;
- i) training expenses;
- j) general and administrative expenses;
- k) utility costs;
- l) office facility charges;
- m) communication charges.;
- n) ecological and environmental charges;
- o) abandonment cost; and
- p) such other costs necessary for the Petroleum Operations

13.2 COST OF ACQUIRING SURFACE RIGHTS AND RILINQUISHMENT

Cost of acquiring surface rights shall consist of all direct costs attributable to the acquisition, renewal or relinquishment of surface rights acquired and maintained in force over the Contract Area.

3.3 LABOUR AND ASSOCIATED LABOUR COSTS

Labour and associated labour costs shall include but not be limited to:

- a) gross salaries and wages including bonuses of those employees of Contractor and of its Affiliates engaged in Petroleum Operations who are permanently or temporarily assigned to Ghana;
- b) costs regarding holiday's, vacation, sickness and disability payments applicable to the salaries and wages chargeable under (a);
- c) expenses or contributions made pursuant to assessments or obligations imposed under the laws of the Republic of Ghana which arc applicable to cost of salaries and wages chargeable under (a);

- d) cost of established plans for employees' life insurance, hospitalisation, pensions and other benefits of a like nature customarily granted to employees; and
- e) reasonable travel and personal expenses of employees and families, including those made for travel and relocation of the personnel, all of which shall be in accordance with usual practice of the Contractor.

3.4 TRANSPORTATION COSTS

Transportation costs and other related costs of transportation of employees, equipment, materials and supplies necessary for the conduct of Petroleum Operations.

3.5 CHARGES FOR SERVICES

3.5.1 Charges for services shall include:

- a) the costs of third party contracts which are the actual costs of contracts for technical and other services entered into by Contractor for Petroleum Operations made with third parties other than Affiliates of Contractor, provided that the prices paid by Contractor are no higher than the prevailing rates for such services in the world market;
- b) Technical and other services of personnel assigned by the Contractor and its Affiliates when performing management, engineering, geological, geophysical, administrative, legal, accounting, treasury, tax, employee relations, computer services, purchasing, and all other functions for the direct benefit of Petroleum Operations.
- c) General services, including, but not without limitation, professional consultants and others who perform services for the direct benefits of Petroleum Operations.

3.5.2 Services furnished by Contractor and its Affiliates shall be charged at rates commensurate with those currently prevailing for such services in the world market.

3.6 RENTALS, DUTIES AND OTHER ASSESSMENTS

All rentals, taxes, duties, levies, charges, fees, contributions and any other assessments and charges levied by the Government in connection with Petroleum Operations or paid for the benefit of Petroleum Operations, with the exception of the income tax specified in the Article 12.2 (iii).

3.7 INSURANCE AND LOSSES

- a) Insurance premia and costs incurred for insurance, provided that if such insurance is wholly or partly placed with an Affiliate of Contractor, such premia and costs shall be recoverable only to the extent not in excess of those generally charged by competitive insurance companies other than Affiliate; and;
- b) costs and losses incurred as a consequence of events, which are, insofar as not made good by insurance, allowable under 17 of the Agreement.
- c) Costs or expenses necessary for the repair or replacement of property resulting from damage or losses incurred.

3.8 LEGAL EXPENSES

All costs and expenses of litigation and legal or related services necessary or expedient for the procuring, perfecting, retaining and protecting the rights hereunder and in defending or prosecuting lawsuits involving the Contract Area or any third party claim arising out of activities under the Agreement, or sums paid in respect of legal services necessary or expedient for the protection of the joint interest of GNPC and Contractor, provided that where legal services are rendered in such matters by salaried or regularly retained lawyers of Contractor or an Affiliate of Contractor, such compensation will be included instead under either Section 3.3 or 3.5, as applicable.

3.9 TRAINING COSTS

All costs and expenses incurred by Contractor in training of its employees and nominees of GNPC to the extent that such training is attributable to Petroleum Operations under the Agreement.

3.10 GENERAL AND ADMINISTRATIVE EXPENSES

General and Administrative Expenses shall consist of the costs described in Subsection 2.6.1 and the charge described in Subsection 2.6.2

3.11 UTILITY COSTS

Any water, electricity, heating, fuel or other energy and utility costs used and consumed for the Petroleum Operations.

3.12 OFFICE FACILITY CHARGES

The cost and expenses of constructing, establishing, maintaining and operating offices, camps, housing and any other facilities necessary to the conduct of Petroleum Operations. The cost of constructing or otherwise establishing any operating facility which may be used at any time in operations of more than one

field shall be charged initially to the field or fields for which the facility is first used. Costs incurred, thereafter shall be allocated in a reasonable manner, consistent with international accounting practice, to the fields for which the facility is used.

3.13 COMMUNICATION CHARGES

The costs of acquiring, leading, installing, operating, repairing and maintaining communication systems, including radio and microwave facilities.

3.14 ECOLOGICAL AND ENVIRONMENTAL CHARGES

All charges for environmental protection and safety measures conducted in the Contract Area in accordance with Article 17 of the Agreement.

3.15 ABANDONMENT COST

Cost relating to the decommissioning and abandonment of operations and facilities, site restoration and other associated operations accrued from a reasonable date in advance based on estimate of such cost (with subsequent adjustments to actuals) as provided in Article 14.3.

3.16 OTHER COSTS

Any other costs not covered or dealt with in the foregoing provisions, which are incurred and not mentioned in Section 3.16 for the necessary and proper conduct of Petroleum Operations.

3.17 COSTS NOT ALLOWABLE UNDER THE AGREEMENT

The following costs shall not be allowable under the Agreement:

- a) commission paid to intermediaries by Contractor;
- b) charitable donations and contributions, except where prior approval has been obtained from GNPC;
- c) interest incurred on loans raised by the Contractor;
- d) petroleum marketing costs or costs of transporting petroleum beyond the delivery point.
- e) the costs of any Bank Guarantee under the Agreement and any other amounts spent on indemnities with regard to non-fulfilment of contractual obligations;
- f) premium paid as a result of GNPC exercising a Sole Risk option under Article 9 of this Agreement;
- g) cost of arbitration under Article.21 of the Agreement or dispute settlement by any

- independent expert under the terms of the Agreement;
- h) fines and penalties imposed by a competent Court of Law;
 - i) cost incurred as a result of gross negligence or wilful misconduct chargeable to Contractor or the Operator under the terms of the Agreement.

3.18 ALLOWABLE AND DEDUCTIBILITY

The costs and expenses set forth herein shall be for the purpose of determining allowable or non-allowable costs and expenses only and shall have no bearing on Contractor's eligibility or otherwise for deductions in computing Contractor's net income from Petroleum Operations for income tax purposes under the Agreement.

3.19 CREDITS UNDER THE AGREEMENT

The net proceeds of the following transactions will be credited to the accounts under the Agreement:

- a) the net proceeds of any insurance or claim in connection with Petroleum Operations or any assets charged to the accounts under the Agreements when such operations or assets were insured and the premia charged to the accounts under the Agreement;
- b) revenue received from third parties for the use of property or assets charged to the accounts under this Agreement;
- c) any adjustment from the suppliers or manufacturers or their agents in connection with a defective equipment or material the cost of which was previously charged to the account under the Agreement;
- d) the proceeds received for inventory materials previously charged to the Agreement and subsequently exported from the Republic of Ghana or transferred or sold to third parties without being used in the Petroleum Operations;
- e) rentals, refunds or other credits received which apply to any charge which has been made to the account under the Agreement, but excluding any award granted under arbitration or Sole Expert proceedings;
- f) the proceeds from the sale or exchange of plant or facilities from the Development and Production Area or plant or facilities the acquisition costs of which have been deducted in the computation of FAP, SAP, TAP, ZAP or HAP for the relevant Development and Production Area;
- g) the proceeds derived from the sale or issue of any intellectual property the development costs of which were incurred pursuant to this Agreement;

h) the proceeds from the sale of any petroleum information derived from Petroleum Operations under this Agreement.

3.20 DUPLICATION OF CHARGES AND CREDITS

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

SECTION 4

MATERIAL

4.1 VALUE OF MATERIAL CHARGED TO THE ACCOUNTS UNDER THE AGREEMENT

Material purchased, leased or rented by Contractor for use in Petroleum Operations shall be valued at the actual net cost incurred by Contractor. The net cost shall include invoice price less trade and cash discounts, if any, purchase and procurement fees plus freight and forwarding charges between point of supply and point of shipment, freight to port of destination, insurance, taxes, customs duties, consular fees, other items chargeable against imported material, and any other related costs actually paid.

4.2 VALUE OF MATERIAL PURCHASED FROM AN AFFILIATE

Contractor shall notify GNPC of any goods supplied by an Affiliate of Contractor. Materials purchased from Affiliate of Contractor shall be charged at the prices specified in Sections 4.2.1, 4.2.2 and 4.2.3.

4.2.1 New Material (Condition "A")

New material shall be classified as Condition "A". Such material shall be valued at the prevailing market price, plus expenses incurred in procuring such new materials, and in moving such materials to the locations where the material shall be used.

4.2.2 Used Material (Condition "B")

Used material shall be classified as Condition "B" provided that it is in sound and serviceable condition and is suitable for reuse without reconditioning. Such material shall be valued at not more than seventy five percent (75%) of the current price of new material valued according to Section 4.2.1 above.

4.2.3 Used Material (Condition "C")

Used material, which is serviceable for original function as good second hand material after reconditioning and cannot be classified as Condition "B" shall be classified as Condition "C". Such material shall be valued at not more than fifty percent (50%) of the current price of new material valued according to Section 4.2.1 above. The cost of reconditioning shall be charged to the reconditioned material provided that that the value of such Condition "C" material plus the cost of reconditioning does not exceed the value of Condition "B" material.

4.3 CLASSIFICATION OF MATERIALS

Material costs shall be charged to the respective Exploration Expenditure, Development Expenditure, Operating Expenditure accounts at the time the material is acquired and on

the basis of the intended use of the material. Should such material subsequently be used other than as intended, the relevant charge will be transferred to the appropriate account.

4.4 DISPOSAL OF MATERIALS

Sales of property shall be recorded at the net amount collected by the Contractor from the purchaser.

4.5 WARRANTY OF MATERIALS

In the case of defective material or equipment, any adjustment received by Contractor from the suppliers or manufacturers of such materials or their agents will be credited to the accounts under the Agreement.

4.6 CONTROLLABLE MATERIALS

4.6.1 The Contractor shall control the acquisition, location, storage and disposition of materials, which are subject to accounting record control, physical inventory and adjustment for overages and shortages (hereinafter referred to as Controllable Material).

4.6.2 Unless additional inventories are scheduled by the JMC, Contractor shall conduct one physical inventory of the Controllable Material each Calendar Year, which shall be completed prior to the end of the year. The Contractor shall conduct said inventory on a date to be approved by the JMC. Failure on the part of GNPC to participate in a JMC schedule or approved physical inventory shall be regarded as approval of the results of the physical inventory as conducted by the Contractor.

4.6.3 The gain or loss resulting from the physical inventory shall be reflected in the stock records of Controllable Materials. The Contractor shall compile a reconciliation of the inventory with a reasonable explanation for such gains or losses. Failure on the part of GNPC to object to Contractor's reconciliation within thirty (30) days of compilation of said reconciliation shall be regarded as approval by GNPC.

SECTION 5

CASH CALL STATEMENT

- 5.1** In respect of any Exploration costs to which GNPC is contributing or any Development and Production Area in which GNPC elects to take a participating Interest, and in any case where Contractor conducts Sole Risk Operations for GNPC's account, Contractor shall at least fifteen (15) days prior to the commencement of any Month submit a Cash Call Statement to GNPC. Such Cash Call Statement shall include the following information:
- a) Due Date;
 - b) Payment instructions;
 - c) The balance prior to the Cash Call being issued;
 - d) Amount of US Dollars due; and
 - e) An estimation of the amounts of US Dollars required from GNPC for the following month.
- 5.2** Not later than the twenty-fifth day of each Month, Contractor will furnish GNPC a statement reflecting for the previous Month:
- a) Payments;
 - b) The nature of such payments by appropriate classifications; and
 - c) The balance due to or from GNPC.
- 5.3** Contractor may in the case where a large unforeseen expenditure becomes necessary issue a special Cash Call Statement requiring GNPC to meet such Cash Call within ten (10) days of receipt of such Statement.

SECTION 6

PRODUCTION STATEMENT

- 6.1 Subsequent to the Date of Commencement of Commercial Production from the Contract Area, Contractor shall submit a monthly Production Statement to GNPC showing the following information for each Development and Production Area as appropriate
- a) the quantity of Crude Oil produced and saved;
 - b) the quantity of Natural Gas produced and saved;
 - c) the quantities of Petroleum used for the purpose of conducting drilling and Production Operations, pumping to field storage and reinjections;
 - d) the quantities of Natural Gas flared;
 - e) the size of Petroleum stocks held at the beginning of the Month;
 - f) the size of Petroleum stocks held at the end of the Month.
- 6.2 The Production Statement of each Calendar Month shall be submitted to GNPC not later than Ten (10) days after the end of such Month.

SECTION 7

VALUE OF PRODUCTION STATEMENT

7. Contractor shall prepare a statement providing calculations of the value of Crude Oil produced and saved during each Quarter based on the Market Price established under Article 11 of the Agreement as well as the amounts of Crude Oil allocated to each of the Parties during that Quarter. Such Statement shall be submitted to the Minister and to GNPC not later than thirty (30) days following the determination, notification and acceptance of the World Market Price to GNPC according to Article 11 of the Agreement.

SECTION 8

COST STATEMENT

8.1 Contractor shall prepare with respect to each Quarter, a Cost Statement containing the following information:

- a) Total Petroleum Costs in previous Quarters, if any;
- b) Petroleum Costs for the Quarter in question;
- c) Total Petroleum Costs as of the end of the Quarter in question (subsection 8.1(a) plus subsection 8.1(b))
- d) Petroleum Costs for Development Operations advanced in the Quarter in respect of GNPC's participating Interest pursuant to Article 2.8 of the Agreement;
- e) Costs as specified in (d) above which have been recovered during the Quarter pursuant to Article 10.2 (e) of the Agreement and the balance, if any, of such costs unrecovered and carried forward for recovery in a later period.

Petroleum Costs for Exploration, Development and Production Operations as detailed above shall be separately identified for each Development and Production Area. Petroleum Costs for Exploration Operations not directly attributable to a specific Development Area shall be shown separately.

8.2 The Cost Statement of each Quarter shall be submitted to GNPC no later than thirty (30) days after the end of such Quarter.

SECTION 9

STATEMENT OF EXPENDITURES AND RECEIPTS

- 9.1 Subsequent to the Date of Commencement of Commercial Production from the Contract Area, Contractor shall prepare with respect to each Quarter a Statement of Expenditures and Receipts. The Statement will distinguish between Exploration Expenditure and Development Expenditure and Production Expenditure and will identify major items of expenditure within these categories. The statement will show the following:
- a) actual expenditures and receipts for the Quarter in question;
 - b) cumulative expenditure and receipts for the budget year in question;
 - c) latest forecast of cumulative expenditures at the year end; and
 - d) variations between budget forecast and latest forecast and explanations there for.
- 9.2 The Statement of Expenditures and Receipts of each Calendar Quarter shall be submitted to GNPC not later than thirty (30) days after the end of such Quarter for provisional approval by GNPC.

SECTION 10

FINAL END-OF-YEAR STATEMENT

10. The Contractor will prepare a Final End-of-Year Statement. The Statement will contain information as provided in the Production Statement, Value of Production Statements, Cost Statement and Statements of Expenditures and Receipts, as appropriate. The Final End-of-year Statement of each Calendar Year shall be submitted to GNPC within ninety (90) days of the end of such Calendar Year. Any necessary subsequent adjustments shall be reported promptly to GNPC.

SECTION 11

BUDGET STATEMENT

- 11.1 The Contractor shall prepare an annual budget Statement. This will distinguish between Exploration Expenditure, Development Expenditure and Production Expenditure and will show the following;
- a) FORECAST Expenditures and Receipts for the budget year under the Agreement;
 - b) cumulative Expenditures and Receipts to the end of said budget year; and
 - c) the most important individual items of Exploration, Development and Production Expenditures for said budget year.
- 11.1.1 The budget may include a budget line or lines for unforeseen expenditures, which, however, shall not exceed ten percent (10%) of the total budgetary expenditure.
- 11.2 The Budget Statement shall be submitted to GNPC and JMC with respect to each budget year no less than ninety (90) days before the start of such year except in the case of the first year of the Agreement when the Budget Statement shall be submitted within sixty (60) days of the Effective Date.
- 11.3 Where Contractor foresees that during the budget period expenditures have to be made in excess of the ten percent (10%) pursuant to Section 11.1.1 hereof Contractor shall submit a revision of the budget to GNPC.

SECTION 12

LONG RANGE PLAN AND FORECAST

12.1 Contractor shall prepare and submit to GNPC the following:

- a) During Exploration Period, an Exploration Plan for each year commencing as of the Effective Date which shall contain the following information:
 - i) Estimated Exploration Costs showing outlays for each of the years or the number of years agreed and covered by the Plan;
 - ii) Details of seismic operations for each such year;
 - iii) Details of drilling activities planned for each such year;
 - iv) Details of infrastructure utilisation and requirements.

The Exploration Plan shall be revised on each anniversary of the Effective Date. Contractor shall prepare and submit to GNPC the first Exploration Plan for the Initial Exploration Period of two (2) years within sixty (60) days of the Effective Date and thereafter shall prepare and submit to GNPC no later than forty five (45) days before each anniversary of the Effective Date a revised Exploration Plan.

- b) In the event of a Development Plan being approved, the Contractor shall prepare a Development Forecast for each calendar year of the Development Period, which shall contain the following information:
 - i) forecast of capital expenditure portions of Development and Production expenditures for each Calendar Year of the Development Period;
 - ii) forecast of operating costs for each Calendar Year;
 - iii) forecast of Petroleum production for each Calendar year;
 - iv) forecast of number and types of personnel employed in the Petroleum Operations in the Republic of Ghana;
 - v) description of proposed Petroleum marketing arrangements;
 - vi) description of main technology employed; and
 - vii) description of the working relationship of Contractor to GNPC.
- c) The Development forecast shall be revised at the beginning of each Calendar Year commencing as of the second year of the first Development forecast Contractor

shall prepare and submit to GNPC the first Development forecast within one hundred and twenty (120) days of the date when the first Development Plan is approved by the Minister and Contractor commences the implementation of such plan and thereafter shall prepare and submit a revised Development Forecast to GNPC no later than forty five (45) days before each Calendar Year commencing as of the second year of the first Development forecast.

12.2 CHANGES OF PLAN AND FORECAST

It is recognised by Contractor and GNPC that the details of the Exploration Plan and Development forecast may require changes in the light of existing circumstances and nothing herein contained shall limit the flexibility to make such changes. Consistent with the foregoing the said Plan and Forecast may be revised annually.