

THE FEDERAL REPUBLIC OF NIGERIA

CONCESSION CONTRACT

IN RESPECT OF

PETROLEUM PROSPECTING LICENCE FOR THE
EGINA SOUTH FIELD

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This Concession Contract (the "Contract") is made this _____ day of _____ 2023

BETWEEN

NIGERIAN UPSTREAM PETROLEUM REGULATORY COMMISSION, whose address is at No. 7 Sylvester Ugo Crescent, Jabi, Abuja, Nigeria (hereinafter referred to as the "Commission"), of the one part;

AND

NIGERIAN NATIONAL PETROLEUM COMPANY LIMITED, a company incorporated under the laws of the Federal Republic of Nigeria with RC No. 1843987, to replace the Nigerian National Petroleum Corporation in line with the provisions of the Petroleum Industry Act, 2021 whose registered address is at NNPC Towers, Herbert Macaulay Way, Central Business District, Abuja, Nigeria;

SOUTH ATLANTIC PETROLEUM LIMITED, a company incorporated under the laws of the Federal Republic of Nigeria with RC No. 248117, whose registered address is at 11th and 12th Floors, No. 1, Adeola Odeku Street, Victoria Island, Lagos, Nigeria;

TOTAL ENERGIES UPSTREAM NIGERIA LIMITED, a company incorporated under the laws of the Federal Republic of Nigeria with RC No. 321517, whose registered address is at Plot 247, Herbert Macaulay Way, Central Business District, Abuja, Nigeria; and

PRIME 130 NIGERIA LIMITED, a company incorporated under the laws of the Federal Republic of Nigeria with RC No. 366209, whose registered address is at Plot 1679, Karimu Kotun Street, Victoria Island, Lagos, Nigeria.

(all hereinafter referred to as the "Holders" and each a "Holder"), of the other part.

Both the Commission and the Holders are also referred to in this Contract, each as a "Party" and together as the "Parties".

WHEREAS:

A. The property and ownership of Petroleum within Nigeria, its territorial waters, continental shelf and exclusive economic zone is vested in the Government of the Federation of Nigeria.

B. Pursuant to the Petroleum Industry Act 2021 (the "Act"), the Minister of Petroleum Resources (the "Minister") is vested with the power to grant Petroleum Prospecting Licences on behalf of the Government; the Commission is responsible for the technical and commercial regulation of the upstream petroleum industry in Nigeria, including the determination and recommendation of applicants who have fulfilled the conditions for the grant of upstream petroleum licences and leases as well as the applicable model contract for the said licences and leases.

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C. The Holders, as concessionaires of Oil Mining Lease (OML) 130, have applied for an early renewal of the concession under Section 303(1) of the Act and the Commission has approved the renewal application and has recommended to the Minister that this License be granted to the Holders in respect of the License Area Area, which is derived from the concession area under the expiring OML.

D. Pursuant to Section 85 of the Act, as a precursor to the grant of the Licence, the Commission and the Holders have agreed to enter into this Contract to provide for the fiscal obligations relating to the Licence as well as other contractual terms and conditions relevant to the conduct of Upstream Petroleum Operations within the Licence Area.

NOW THEREFORE, the Parties hereto agree as follows:

1.0 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Contract, the following words shall have the meanings ascribed to them below, and other Capitalised words used in this Contract and not defined below shall carry the meanings and definitions given to them in the General Licence Conditions, the Act and other Regulations made thereto, at the time of the execution of this Contract:

“**Act**” means the Petroleum Industry Act, 2021.

“**Bonus**” means the renewal bonus required to be paid to Government by the Holder in respect of the grant of this Licence.

“**Bopd**” means barrel of crude oil per day.

“**Business Day**” means any day other than a Saturday, Sunday, or public holiday in Nigeria.

“**Commencement Date**” has the meaning ascribed to it in Clause 2.1.

“**Environmental Remediation Fund**” means the environmental remediation fund established by the Commission for the Holders in accordance with Section 103 of the Act.

“**Financial Commitment**” has the meaning ascribed to it in Clause 6.1.

“**Gas**” means natural gas and natural gas liquids.

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"General Licence Conditions" means the general licence conditions attached as Schedule A to the Licence Instrument.

"HOA" means the heads of agreement entered into in respect of OML 130 and any amendment thereof.

"Licence" means the Petroleum Prospecting Licence issued to the Holders in respect of the Licence Area.

"Licence Area" means the area in respect of which the Licence is granted as more particularly described in the document attached as Schedule B of the Licence Instrument.

"Licence Instrument" means the instrument conveying the grant of the Licence to the Holders.

"Longstop Date" means the date falling 60 (sixty) days after the date this Contract is executed or such other later date determined by the Commission, being the deadline for the Holders to fulfill the Conditions stated under Clause 4.1.1.

"Oil Production" means the production of Crude Oil and Condensates.

"Operating Agreement" means the operating agreement or any other agreement executed by the Holders and the Operator, setting out the terms upon which the Holders will jointly execute Upstream Petroleum Operations within the Licence Area.

"Operator" means TOTAL ENERGIES UPSTREAM NIGERIA LIMITED or any successor operator appointed by the Holders pursuant to Clause 14.7.

"Participating Interest" means as to each Holder, the percentage share of such Holder's interest in the Licence, provided that in the case of Upstream Petroleum Operations conducted by less than all the Holders, Participating Interest shall mean, in relation to each Holder participating in the Upstream Petroleum Operations ("**Participating Holder**"), the proportion which the Participating Interest of the Participating Holder bears to the total Participating Interest of all Participating Holders.

"Regulations" means regulations issued by the Commission from time to time pursuant to the PIA.

"SOFR" means the secured overnight financing rate published by the Federal Reserve Bank of New York on its website at <newyorkfed.org/markets/reference-rates/sofr> every Business Day (New York) at 8.00am Eastern Time or any other

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medium used by the Federal Reserve Bank of New York from time to time for this purpose).

"Work Programme" means the work programme containing details of the programme of activities the Holders have committed to undertake within the Licence Area, submitted by the Holders to the Commission prior to the execution of this Contract, either as part of a winning bid or otherwise, which the Commission has approved and is attached to the Licence Instrument as Annexure 2.

"WP Performance Security" means the work programme performance guarantee submitted by the Licensees prior to the grant of the Licence to guarantee the fulfillment of the Financial Commitment and attached to the Licence Instrument as Annexure 3.

1.2 Interpretation

1.2.1 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted from time to time.

1.2.2 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under the statute or statutory provision.

1.2.3 Timelines regarding obligations of the Holders which are not prescribed in this Contract, or the General Licence Conditions shall be as provided in Regulations issued by the Commission.

1.2.4 In the computation of periods of time from a specified day to a later specified day:

(a) the first specified day is not included in the computation of the period, whereas the other specified day is included in the computation of the period; and

(b) any requirement that an action may or shall be taken within a specified number of days means that such action may or shall be taken within the number of days so specified starting at 00:00 hours on the day on which the requirement to take such action arose;

1.2.5 Headings of this Contract are for convenience of reference only and not intended to define, interpret, limit, or describe the scope or intent of any of the provisions of this Licence.

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The Licence Area is a deep offshore acreage whose boundaries are outlined in Schedule B to the Licence Instrument and may be modified from time to time as a result of relinquishments and surrenders or any other reason pursuant to the terms of the Licence, the provisions of the Act as well as the delineation of

3.1

DESCRIPTION OF THE ACREAGE

3.0

Notwithstanding the Commencement Date of this Contract, the Holders shall require fiscal adjustments pursuant to the relevant provisions of the Act and the Conversion and Renewal (Licences and Leases) Regulations 2022, which shall be effective from 1 June 2023, to enable the Holders to benefit from fiscal provisions under Chapter 4 of the Act.

2.2

This Contract shall become effective upon the satisfaction of the Conditions listed in Clause 4.0 (the "Commencement Date"), save for Clauses 1.0, 2.0, 4.0, 15.0, 17.0, 18.0, 19.0 and 20.0, which shall become effective upon execution of the Contract. The Contract shall, except as provided in Clause 17.0, continue in full force and effect from the Commencement Date for the term of the Licence including renewals thereof.

2.1

EFFECTIVE DATE AND TERM

2.0

- (a) the Act; (b) the Regulations; (c) the Licence Instrument; (d) this Contract; and (e) the General Licence Conditions.

1.2.10 The terms of this Contract shall be read in tandem with the Act, the Regulations and the Licence, as applicable. Where there is any ambiguity or contradiction among these documents, they shall be construed in the following order of priority to resolve the said ambiguity or contradiction:

1.2.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.2.8 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

1.2.7 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.2.6 A Person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

any lease area emerging from the said Licence Area.

4.0 CONDITIONS PRECEDENT

4.1 The following conditions (the "Conditions") shall be fulfilled no later than the Longstop Date:

4.1.1 The Holders must have:

(a) furnished the Work Programme to the Commission and the Commission has approved it;

(b) paid the Bonus to the Government;

(c) NOT USED;

(d) paid the Rent for the first year of the Licence at the rate prescribed in Clause 7.0; and

(e) NOT USED.

4.1.2 The Minister has executed the Licence Instrument.

4.2 Where the Holders fail to satisfy all the Conditions listed in Clause 4.1.1 by the Longstop Date, the Contract shall stand terminated on the next date following the Longstop Date and the Bonus and Rent shall be refunded to the Holders.

5.0 MINIMUM WORK OBLIGATIONS

5.1 Notwithstanding the provisions in the General Licence Conditions relating to Minimum Work Obligations the following terms shall apply to this Licence:

5.1.1 During the Initial Exploration Period, the Holder shall perform the following activities as the Work Programme:

(a) Completion of unitisation ;

(b) Static and dynamic modelling; and

(c) Submission of a field development plan;

5.1.2 If the Commission opts to grant the Holders the Extension Period in accordance with the Act and Regulations, the Holder shall perform the minimum activities proposed by the Holders and approved by the Commission for the Extension Period.

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8.0 ROYALTY
 8.1 All production of Petroleum from any field within the Licence Area, including Petroleum produced during production tests shall be subject to Royalty in

7.3 Where any Holder fails to pay its Participating Interest share of the Rent as prescribed above and, in the Regulations, interest shall accrue on the outstanding portion of that defaulting Holder's Participating Interest share of Rent at the rate of SOFR or other successor rates, plus ten percent (10%).

7.2 Each Holder shall be liable for its Participating Interest share of Rent payable by the Holders under this Contract, provided howsoever that the Operator shall be entitled to deduct amount due as Rent from the Holders' joint account and remit to the Commission on the Holders' behalf.

7.1 The Holders shall pay a yearly Rent for the surface area of the Licence Area and any Lease Area deriving therefrom as prescribed in the Petroleum Drilling & Production Regulations or any other Regulations issued by the Commission from time to time.

7.0 RENTS
 6.2 The Holders shall expend their Participating Interest shares of the minimum value of financial resources equivalent to the Financial Commitment provided under Clause 6.1.1. The Holders shall in accordance with the terms of the General Licence Conditions, provide the WP Performance Security in favour of the Commission, before the grant of the Licence, to guarantee the Financial Commitment.

6.1.2 Where the Commission opts to grant the Holders the Extension Period in accordance with the Act and Regulations, each Holder shall be obligated to expend its Participating Interest share of monetary sums as proposed by the Holders and approved by the Commission.

6.1.1 During the Initial Exploration Period, each Holder shall be obligated to expend its Participating Interest share of monetary sums equal to the sum of two hundred and fifty thousand dollars only (\$250,000.00).

6.1 The Holders' Work Programme shall meet the Minimum Work Obligations stipulated in Clause 5.0, above. The Holders shall expend their Participating Interest shares of the following minimum value of financial resources to implement the Work Programme (**Financial Commitment**) during the Licence Term:

6.0 WORK PROGRAMME COMMITMENTS
 6.1

accordance with Section 306 and Seventh Schedule to the Act and as further prescribed by Regulations from time to time.

8.2 NOT USED.

8.3 NOT USED.

8.4 The determination of production volumes and prices for royalty purposes shall be in accordance with Paragraph 7 and Paragraph 8 of the Seventh Schedule to the Act and applicable Regulations.

8.5 The price benchmarks of the royalty payable shall be subject to escalation in the manner prescribed by the Regulations.

8.6 Each Holder shall be liable for its Participating Interest share of Royalty payable by the Holders under this Contract.

8.7 Where the Commission elects to receive the above Royalties in kind, the Commission shall provide the Holders (or the Operator on behalf of the Holders) with prior notice and in accordance with the procedures stipulated in the Regulations and relevant guidelines.

8.8 Where the Holders fail to pay all or part of Royalties due for a period of two (2) months after the month in which the Royalty falls due, the outstanding Royalty payment shall constitute a debt owed by the Holders and attract interest as provided in Section 100 and the Seventh Schedule to the Act and as further prescribed by Regulations from time to time.

9.0 NOT USED.

10.0 TAXES

10.1 The Holders shall be responsible for paying all duties, levies and lawful impositions applicable to the Licence and Lease in accordance with applicable laws.

10.2 Each Holder shall be responsible for reporting and discharging its own tax obligations.

11.0 ENVIRONMENTAL REMEDIATION FUND

11.1 The Holders shall pay the required contributions as detailed in the applicable Upstream Environmental Remediation Fund Regulations.

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14.3.4 performing all the responsibilities of the Holders (except making payments applicable to each Holder) as required under the Act, Regulations, this Contract and the Licence.

14.3.3 making relevant assessments and payments due to the Commission from the Holders in respect of the Licence, unless as otherwise stipulated under the Act or Regulations; and

14.3.2 communication and attendance of all meetings with the Commission and any other government authority with respect to the Licence;

14.3.1 the giving and receiving of all notices, communication and information as may be required under this Contract, the Licence, Act or Regulations;

14.3 The Operator shall conduct Upstream Petroleum Operations on behalf of the Holders and shall be responsible for:

14.2 NOT USED.

14.1 The Holders pursuant to the Operating Agreement and HoA executed or to be executed amongst themselves have conferred the Operator with the authority to act on their behalf as their agent or representative as operator of the Licence Area, with the responsibility to perform Petroleum Upstream Operations within the Licence Area, subject to the terms of the said operating agreement and in all engagements with the Commission.

14.0 OPERATORSHIP

13.0 NOT USED.

12.0 NOT USED.

11.3 Each Holder shall be liable for its Participating Interest share of contributions made or to be made into the environmental remediation fund by the Holders under this Contract.

11.2 The Holders shall in addition to Clause 11.1, increase their contributions into the Environmental Remediation Fund by an amount derived from the Holders' annual self-assessment of the environmental liability arising from Upstream Petroleum Operations or as otherwise determined by the Commission where an assessment is conducted by an independent assessor appointed by the Commission pursuant to Section 103(6) of the Act.

14.4 Except in cases where one or more of the Holders are being proceeded against individually, the Operator shall act as the agent for the service of court or arbitration processes for the Holders, upon whom such processes may be served in any action arising out of or based on this Contract, the Licence, Act or Regulations and each Holder expressly accepts the jurisdiction of any such arbitral panel or court in respect of any such action.

14.5 Notwithstanding the appointment of, and the rights, powers and duties of the Operator under any contract or arrangement between the Holders and the Operator, the rights, duties, obligations and liabilities of the Holders under this Contract and the Licence shall be several (in proportion to their respective Participating Interests), not joint nor joint and several.

14.6 Each of the Holders shall be fully bound by any and all acts, omissions and things done, made or performed or agreements made with respect to the conduct of Upstream Petroleum Operations by the Operator as though each of the Holders had severally done, omitted or performed the same.

14.7 In the event that an Operator retires, resigns, is removed, replaced or is otherwise unable to act as operator for the conduct of Upstream Petroleum Operations, the Holders shall promptly appoint some other Person to act as operator for the conduct of Upstream Petroleum Operations and shall promptly notify such appointment in writing to the Commission.

14.8 Any change in Operator shall require the prior written approval of the Commission, such approval not to be unreasonably withheld.

15.0 REPRESENTATIONS AND WARRANTIES

15.1 Each Holder hereby represents and warrants that on the date of execution of this Contract and on the Commencement Date:

15.1.1 the Holder is duly incorporated and validly existing in accordance with Nigerian law, is a separate legal entity capable of suing and being sued and has the power, capacity and authority to own its assets and to conduct its business as currently conducted and as contemplated in this Contract;

15.1.2 this Contract constitutes a valid, binding and enforceable obligation of the Holder in accordance with its terms and this Contract is in the proper legal form for enforcement against the Holder;

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15.1.3 the Holder has not entered into any agreements or obligations which would have an adverse effect on the Holder's ability to fulfill its commitments and perform its obligations in accordance with this Contract;

15.1.4 it has full power and authority to perform all its obligations under this Contract;

15.1.5 there are no bankruptcy, insolvency, reorganization or receivership proceedings pending, being contemplated by, or to the best of its knowledge, threatened against it;

15.1.6 it is not party to any litigation, arbitration or other proceedings nor subject to any investigation or enquiry nor bound by any order, injunction, declaration, judgment or award of any court, arbitrator or other forum which could adversely affect the ability of the Holder to perform its covenants or obligations under this Contract.

15.1.7 it has access to sufficient financial resources and technical capacity to implement the work programmes and fulfil the financial obligations it has committed to under this Contract, the terms of Licence and the terms of any Lease derived therefrom;

15.1.8 it possesses the technical competence, capacity, skilled personnel and expertise required to exploit the Licence Area;

15.1.9 it and its employees, agents and/or representatives have not and will not violate applicable anti-corruption laws and money laundering laws or directly or indirectly, in connection with this Contract and the business resulting therefrom, offer, pay, promise to pay, or authorize the giving of anything of value to a government official (including employees of a government oil company), to any employee of the Commission, to any officer or employee of a public international organization, to any political party or official thereof or to any candidate for political office, or to any Person, while knowing that all or a portion of such thing of value will be offered, given or promised, directly or indirectly, to any government official, to any officer or employee of a public international organization, to any political party or official thereof, or to any candidate for political office, for the purpose of:

(a) influencing any act or decision of such official, officer, employee, political party, party official, or candidate in his or its official capacity, including a decision to fail to perform his or its official functions; or

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(b) including such official, officer, employee, political party, or candidate to use his or its influence with the government or instrumentality thereof (including a government oil company) or organization to affect or influence any act or decision of such government or instrumentality or organization to obtain or retain business related to this Agreement, to direct business related to this Agreement to any Person or to obtain any improper advantage or benefit in order to assist in obtaining or retaining business for or with, or directing business to any other Person in relation to this Agreement.

15.2 Each Holder repeats the representations and warranties in this clause 15.0 on each day of the duration of this Contract, except for those in clause 15.1.6 which is deemed repeated on the first day of each calendar quarter.

15.3 For the avoidance of doubt, any breach of the representations and warranties in this Clause 15 by any Holder, will constitute a breach, of the terms of the Licence and any Lease derived therefrom, by the relevant Holder or Holders responsible for the said breach.

16.0 FORCE MAJEURE

16.1 The occurrence of Force Majeure shall not excuse the obligations of the Holder under Clauses 7.0, 8.9, 9.0 and 9.0.

17.0 DEFAULT, TERM AND TERMINATION

17.1 Any Holder that fails to:

17.1.1 pay when due its Participating Interest share of Upstream Petroleum Operations expenses (excluding NNPC Limited) pursuant to an approved work programme and budget and such failure to pay is not remedied in accordance with the Operating Agreement; or

17.1.2 obtain and maintain any Performance Security required of such Holder under the Contract or the Licence;

shall be in default under this Contract and the Licence and the Commission may exercise any rights or remedies under this Contract, the Licence, the Act or the Regulations against such Holder to the exclusion of other Holders.

17.2 This Contract shall be deemed to have been terminated if the Licence and all Leases that derive from the Licence have either expired or have in accordance with the Act, Regulations, or Licence been surrendered in full or have been lawfully revoked in accordance with the Act.

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18.6 The arbitration shall be held in English language. Any decision of the arbitrators shall be final and binding upon the parties to the arbitration. The Seat of the arbitration shall be Nigeria.

18.5 The arbitration shall take place at the Regional Centre for International Commercial Arbitration Lagos, its successor, or at any other venue to be mutually agreed by the Parties before a panel of three (3) arbitrators appointed further to the UNCITRAL Arbitration Rules.

18.4 In the event that the Parties are unable to reach an amicable settlement within forty-five (45) days of the Dispute Notice, the dispute shall be finally settled under the UNCITRAL Arbitration Rules contained in the Schedule to the Arbitration and Conciliation Act Cap A18 of the Laws of the Federation of Nigeria, 2004.

18.3 Any dispute arising out of or in connection with this Contract shall be subjected to good faith negotiations between the duly nominated representatives of the Parties, towards achieving an amicable resolution.

18.2 A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect (**Dispute Notice**). Such notice shall contain the nature of the dispute and the relief requested.

18.1 The terms of this Contract shall be subject to and governed by the Laws of the Federal Republic of Nigeria.

18.0 GOVERNING LAW AND DISPUTE RESOLUTION

17.4 On the termination of this Contract, the rights thereunder of the Leaving Holders shall cease but the termination shall not affect any liability incurred by or on behalf of the Leaving Holders before the termination.

17.3 This Contract may be terminated only as to one or more Holders (**Leaving Holder**), without affecting the rights of the other Holder(s) (**Remaining Holders**) where the Commission exercises its rights and remedies against a Defaulting Holder pursuant to clause 17.1 or otherwise revokes the Leaving Holder's Participating Interest in the Licence. In the event of a partial termination, this Contract and the License or Lease shall continue to operate and be effective with regard to the Remaining Holders in accordance with their Participating Interest share. The Leaving Holder's Participating Interest shall be redistributed to the Remaining Holders in accordance with Section 99(4) of the Act.

18.7 Each Party shall bear its cost of arbitration (or litigation as applicable) and costs relating to the arbitrator shall be borne equally by the disputing Parties.

18.8 In the event where any or all of the Holders are unsuccessful in any litigation or arbitration proceedings against the Commission, the Minister or the Government, instituted in relation to this Contract or the Lease, the Holders shall be liable to reimburse the reasonable legal and other associated costs incurred by the Commission, Minister or Government to participate in such proceedings (as may be awarded by the Court or arbitrator).

19.0 NOTICES

19.1 All notices or other communication required to be given under this Contract by either party to the other, shall be in writing and delivered by hand or courier and addressed to the Chief Executive of either party at the address stated in this clause 19.1 as follows:

19.1.1 For each Holders at its address below:

The Managing Director
TotalEnergies Upstream Nigeria Limited
Plot 247, Herbert Macaulay Way, Central Business District, Abuja, Nigeria
EMAIL: *iwana-akpanwe@totalenergies.com*

19.1.2 For the Commission at:

The Commission Chief Executive
Nigerian Upstream Petroleum Regulatory Commission
7, Sylvester Ugo Crescent
Jabi, Abuja
nuprc@nuprc.gov.ng

19.1.3 A party may change its address by notifying the other party in writing from time to time.

19.2 Any notice or other communication that the Commission gives to the Holders or the Operator on their behalf under or in connection with this Contract, the Licence, Lease, Act or Regulations shall be deemed to have been received on actual receipt and acknowledgement by the Holders or the Operator on behalf of the Holders.

19.3 A notice or other communication given as described in clause 19.2 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

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19.4 Any notice or other communication given to the Commission by the Holder or the Operator on behalf of the Holders shall be deemed to have been received only on actual receipt and acknowledgement by the Commission.

19.5 A notice or other communication given under or in connection with the Licence or Lease is only valid if sent by email upon acknowledgement by the other party or its representative.

19.6 Notwithstanding the above, general notices issued by the Commission shall be deemed delivered, three (3) days after they are issued or posted by the Commission on its secured website.

19.7 Clauses 19.1 to 19.6 (inclusive) does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19.8 The provisions of clause 19.0 as to manner and delivery of notices or other communications shall be deemed to apply to the Operator and any notice or other communication issued under this Contract, the Licence, Act or Regulations and delivered to the Operator by the Commission or Government shall be deemed to have been delivered to all Holders.

19.9 The address of the Operator for the purpose of service of notices, communications and processes is as follows:

ADDRESS: **The Managing Director
TotalEnergies Upstream Nigeria Limited**
Plot 247, Herbert Macaulay Way, Central Business District, Abuja, Nigeria
EMAIL: ivanq.ankarawe@totalenergies.com

or such other address notified by the Operator to the Commission.

20.0 GENERAL PROVISIONS

20.1 The terms of this Contract shall not be amended, modified, altered or supplemented other than by an agreement executed by both Parties or by virtue of the Regulations and the Act.

20.2 This Contract shall be binding on the Commission and the Holders and their respective successors and permitted assigns.

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20.6 This Contract may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Contract.

20.5 Any remedy which provides for the payment of liquidated damages by a Party represents a genuine pre-estimate of the likely or possible loss or damage which might otherwise be suffered by the Party to whom such liquidated damages are payable in consequence of the act or omission of the Party liable to pay such liquidated damages and shall not in any way be construed as a penalty.

20.4 If and for so long as any provision of this Contract is found by a court or other tribunal of competent jurisdiction or is declared by applicable law to be invalid, then such invalid provision shall be deemed to be severed from this Contract to the extent of its invalidity. The remaining provisions of this Contract shall continue in full force and effect and such severance shall not (to the greatest possible extent) affect the validity or operation of any other provision of this Contract.

20.3 No failure or delay on the part of any Party hereto to exercise any right or remedy under this Contract or the partial exercise thereto shall be construed or operate as a waiver thereof. The rights and remedies provided in this Contract are cumulative and are not exclusive of any rights or remedies provided under the Act, Regulations under Nigerian Law.

IN WITNESS WHEREOF the Parties have hereunto set their hands on the day first above written.

SIGNED and DELIVERED

For and on behalf of:

THE NIGERIAN UPSTREAM PETROLEUM REGULATORY COMMISSION

By:


.....
ENGR. GBENGA KOMOLAFE FNSE
COMMISSION CHIEF EXECUTIVE


Witnessed By:


.....
OLAYEMI ANYANECHI
COMMISSION SECRETARY/LEGAL ADVISER

SIGNED FOR AND ON BEHALF OF
NIGERIAN NATIONAL PETROLEUM COMPANY LIMITED

By:


.....
NAME: Mela Kyari
DIRECTOR


.....
NAME: C.O. MOMAH
DIRECTOR/SECRETARY

AGI SF
SG PA
CEA

BVA
HGA
SC
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DIRECTOR
NAME: *Adedoyin R. Fajana*
NAME: *EMELTA PITHI EBOSE*
DIRECTOR/SECRETARY

SIGNED FOR AND ON BEHALF OF
PRIME 130 NIGERIA LIMITED
By:

DIRECTOR
NAME: *Michael Scasta*
NAME: *[Signature]*
DIRECTOR/SECRETARY

SIGNED FOR AND ON BEHALF OF
TOTAL ENERGIES UPSTREAM NIGERIA LIMITED
By:

DIRECTOR
NAME: *Abimbola*
NAME: *Silas GARBA*
DIRECTOR/SECRETARY

SIGNED FOR AND ON BEHALF OF
SOUTH ATLANTIC PETROLEUM LIMITED
By: