



REPUBLIC OF KENYA

FIRST ADDENDUM

TO THE

PRODUCTION SHARING CONTRACT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF KENYA

AND

GULF ENERGY E & P B. V.

RELATING TO

BLOCK T7

FORMERLY

BLOCK 13T

COPY



REPUBLIC OF KENYA

Handwritten: 24/11/25, J. OPIYO WENDAM

CABINET SECRETARY
MINISTRY OF ENERGY & PETROLEUM
KAWI COMPLEX
P.O. BOX 30582 - 00100, NAIROBI KENYA

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Handwritten: Thursday 27 NOV 2015, Hon. Naomi Waisi MP, Deputy Ministry Party Whip, A. Shibusko

First Addendum for Block T7

Handwritten: Shibusko

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THIS FIRST ADDENDUM is made this 24th day of November 2025

BETWEEN:

1. The **GOVERNMENT OF THE REPUBLIC OF KENYA** (hereinafter referred to as the "Government") represented for the purpose of this contract by the Cabinet Secretary for the time being responsible for Energy and Petroleum (hereinafter referred to as the "Cabinet Secretary") on the first part;

AND

2. **GULF ENERGY E&P B.V.** a private company with limited liability incorporated under the laws of the Netherlands under number 34241488 and registered in Kenya as a branch of a foreign company under number CF/2010/31522 and having its registered office at 105 Manyani East Road, P. O. Box 63298-00619 Nairobi, Kenya (hereinafter referred to as the "Contractor") on the second part.

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

WHEREAS:

- A. On 17th September 2008, the Government (represented by the Minister of Energy (MOE)) entered into a Production Sharing Contract in respect of Block 13T with Platform Resources Inc (Platform) (the "Original PSC").
- B. By a Gazette Notice number 4832 published on 16th April 2025, the Cabinet Secretary redesignated Block 13T to Block T7 pursuant to a reconstitution of Kenya's petroleum blocks.
- C. By a Deed of Assignment dated 25th July 2010, Platform assigned 100% of its rights and obligations in the Original PSC to Africa Oil Kenya B.V (AOKBV). On 17th August 2010, the assignment was approved by the Government.
- D. On 26th July 2010, by an agreement between Platform, Africa Oil Corp, National Oil Corporation of Kenya (NOCK) and MOE, NOCK received an additional 7.5% working interest in Block T7. In the Letter of Agreement, MOE acknowledged that the 15% working interest in clause 28 of the PSC was the only additional interest available to the Government and accordingly, the participation by NOCK and the Government would not exceed 22.5%.
- E. By a letter dated 5th August 2010, MOE approved Platform's offer of an additional 7.5% carried interest to NOCK raising its interest from 15% to 22.5%.

- F. By a Deed of Assignment dated 26th January 2011, AOKBV assigned 50% of its rights and obligations under the Original PSC to Tullow Kenya B.V. (Tullow). The Deed was approved by the Government on 16th February 2011.
- G. By a Deed of Assignment dated 1st December 2015 entered into between AOKBV, Maersk Oil Exploration International K3 Ltd (Maersk K3) and Tullow, AOKBV assigned 25% of its rights and obligations under the Original PSC to Maersk K3.
- H. By letter dated 22nd January 2018, the Government consented to the change of control of Maersk K3 resulting from Total S.A.'s acquisition of Maersk Oil and Gas A/S (MOGAS). The transaction resulted in a change of control in MOGAS and indirectly in all its subsidiaries including Maersk K3.
- I. Following the change of control, TotalEnergies E&P International K3 Ltd (Total K3) became a party to the Original PSC in place of Maersk K3.
- J. By Deed of Assignment dated 28th September 2023, AOKBV and Total K3 each assigned 25% of their respective rights and obligations under the Original PSC to Tullow, resulting in Tullow holding a 100% participating interest in Block 13T. The Deed was approved by the Government on 18th September 2025.
- K. By letter dated 17th April 2025, the Government approved the change of control in Tullow from Tullow Overseas Holdings B.V. to a special purpose nominee company of Gulf Energy Limited (Auron Energy E&P Limited). The change was finalised on 25th September 2025.
- L. On 25th September 2025, Tullow changed its name in the Netherlands to Gulf Energy E&P B.V.
- M. On 13th October 2025, Tullow changed its Kenyan branch name to Gulf Energy E&P Limited and subsequently to Gulf Energy E&P B.V on 24th October 2025.
- N. On 30th September 2025, the Contractor submitted a Field Development Plan (FDP) for the discoveries of crude oil in Block T6 and Block T7 to the Energy and Petroleum Regulatory Authority (EPRA).
- O. EPRA forwarded the FDP to the Cabinet Secretary with advisory and recommendation for its approval pursuant to Sections 10(j) and 30(4) of the Petroleum Act (Cap. 308).

P. On 5th November 2025, the FDP was approved by the Cabinet Secretary. The Cabinet Secretary shall forward the FDP to Parliament for ratification pursuant to section 31 of the Petroleum Act (Cap. 308).

Q. Pursuant to Clause 44(2) of the Original PSC the Parties are now desirous of modifying the terms of the Original PSC by way of this First Addendum (hereinafter referred to as the "Addendum")

NOW THIS ADDENDUM WITNESSETH as follows:-

1. This Addendum shall not be construed as exonerating any of the Parties of their rights and obligations under the Original PSC save for what is specifically provided herein.

2. Capitalised terms used herein shall, unless otherwise defined, have the meaning set out in the Original PSC. These definitions have been adopted in this Addendum.

3. The Original PSC is amended as follows:

A. All references to "Block 13T" in the Original PSC are deleted and replaced with "Block T7".

B. Interpretation

i. The definition of the term "Minister" appearing in Clause 1B is hereby deleted in its entirety and replaced with the following:

"Cabinet Secretary" means Cabinet Secretary for the time being responsible for Petroleum.

ii. All references to "Minister" in the Original PSC are hereby replaced with references to "Cabinet Secretary".

iii. The definition of Ministry appearing in Clause 1B is hereby deleted in its entirety and replaced with the following:

"Ministry" means the Ministry for the time being responsible for Petroleum in Kenya.

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- C. Clause 27(1) is amended by deleting the words "*sixty-five percent (65%)*" and replacing them with the words "*eighty-five percent (85%)*" to read as follows:

"Subject to the auditing provisions under clause 30, the contractor shall recover the petroleum costs, in respect of all petroleum operations, incurred and paid by the contractor pursuant to the provisions of this contract and duly entered in the contractor's books of account by taking and separately disposing of an amount equal in value to a maximum of eighty five percent (85%) per fiscal year of all crude oil produced and saved from the contract area during that fiscal year and not used in petroleum operations. Such cost recovery crude oil is hereinafter referred to as "cost oil".

- D. The definition of "*capital expenditure*" in Clause 27(2)(b) is deleted in its entirety and replaced with the following:

For the purpose of this clause, "capital expenditure" shall mean the qualifying expenditure, other than "intangible drilling costs", that is expenditure that has no salvage value, including expenditure on labour, fuel, repairs, maintenance, hauling, mobilization and supplies and materials relating to and recovered in the following order of priority: (i) production costs; (ii) development costs; (iii) exploration and appraisal costs; and (iv) decommissioning costs, other than supplies and materials for well casings or other well fixtures, which is for or incidental to drilling, cleaning, deepening, completing or abandoning wells and is incurred in respect of:

- (i). The determination of well locations, geological and geophysical studies, and topographical and geographical surveys preparatory to drilling;*
 - (ii). The drilling, shooting, testing, and cleaning of wells; and*
 - (iii). The clearing, draining and levelling of land, road-building and laying of foundations.*
- E. Clause 27 (3)(c) is amended by deleting the word "*Mombasa*" and replacing it with "*Turkana*".
- F. Clause 27(6) is deleted in its entirety and replaced with the following:

"All crude oil produced from the Contract area, including the Government's share of profit oil shall be lifted by the Contractor to Mombasa for marketing by the Contractor on terms to be agreed by the Parties."

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G. Clause 28(1) is amended by deleting the words "fifteen percent (15%)" and replacing them with the words "twenty percent (20%)".

Clause 28(2) is amended by deleting the words "fifteen percent (15%)" and replacing them with "twenty percent (20%)".

H. A new Clause 32A is inserted as follows:

"(1) The Contractor and sub-contractors shall be exempt from:

(a). value added tax on goods and services for the direct and exclusive use in petroleum exploration, development, production, processing and distribution of or in relation to the Petroleum operations;

(b). railway development levy and import declaration fee on goods imported for direct and exclusive use in the construction of the Petroleum operations; and

(c). withholding tax on services and on interest on loans relating to the Petroleum operations.

I. A new Clause 33A is inserted as follows:

"The Parties acknowledge that section 128(2)(f) of the Petroleum Act (Cap 308) preserves all rights, privileges, liabilities and obligations under the production sharing contracts entered into under the repealed Petroleum (Exploration and Production) Act and hereby agree that any amendment, repeal or enactment of laws, negotiations or fiscal measures made after the effective date of this contract shall not apply retroactively to alter, diminish, or impair the rights, privileges and obligations under this contract."

J. Clause 43(1) is deleted in its entirety and replaced with the following:

"Any notice and other communication under this contract shall be in writing in English and signed by the Party giving it or its authorized representative and shall be delivered either by hand, courier, registered post, or by email as a document in ".pdf" format to the following address of the other.

To the Government:

FAO, The Cabinet Secretary

Okuno

Mark A

Ministry of Energy and Petroleum
Kawi Complex.
Off Red Cross Rd. Nairobi
P.O. Box 30582-00100 Nairobi Kenya
Tel. +254 4841000 / +254 116 581 510
cs@energy.go.ke

To the Contractor:

FAO, The Directors
Gulf Energy E&P B.V.
105 Manyani East Road
P. O. Box 63298-00619 Nairobi, Kenya
+254 20 2725334 / 5 | 2729029 / 30 | +254 703 036 030
fniogu@gulfenergy.co.ke; plimoh@gulfenergy.co.ke

K. Clause 43 (3) is deleted in its entirety.

Save as herein expressly varied and or amended, all other terms and conditions in the Original PSC remain unchanged and as originally stated and shall continue to apply.


IN WITNESS WHEREOF, the Parties hereto have duly executed this First Addendum by their respective representatives below on the day and year first herein before written.

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EXECUTION

For the Government:

Signature:  24/11/25

Name: J. OPIYO WAMBANI

Title: CABINET SECRETARY

In the presence of:

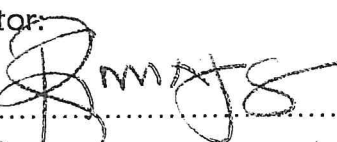
Witness

Signature:  24/11/25

Name: MOHAMED LIBAN

Title: PRINCIPAL SECRETARY

For the Contractor:

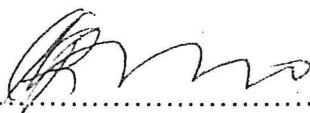
Signature:  24/11/2025

Name: FRANCIS NJOR

Title: DIRECTOR

In the presence of:

Witness:

Signature:  24/11/2025

Name: PAUL LIMOH

Title: DIRECTOR