أهلاً، وسهلاً، وخيرًا

ال الهيئة العامة لأشئ المطاعن الأميرية
صوره طبق الأمل

ال chociażية الصغرى

النوم: نجنيهان

الساعة 26

الصادر في 21 جمادي الأولى سنة 1426 ه
الموافق (13 يونية سنة 2005 م)

تابع (26)
قانون رقم 109 لسنة 2005

بالترخيص لوزير البترول في التعاقد مع الهيئة المصرية العامة للبترول والشركة العامة للبترول وشركة بترولية للاستثمارات وإدارة المشروعات لمimd وشركة جراسيون بتروليم (إيجيبت) لمimd وشركة بيكو انترنشنال بتروليوس سرفيسيز بما أس. أيه. تتعلق اتفاقية الالتزام الصادرة بموجب القانون رقم 25 لسنة 1973، والمعدل بموجب القانون رقم 138 لسنة 1974، وللمورد عن البترول واستغلاله في منطقة شقير البحرية بخليج السويس، باسم الشعب.

رئيس الجمهورية

قرر مجلس الشعب القانون الآتي نصه، وقد أصدره:

المادة الأولى

برحص لوزير البترول في التعاقد مع الهيئة المصرية العامة للبترول والشركة العامة للبترول وشركة بترولية للاستثمارات وإدارة المشروعات لمimd وشركة جراسيون بتروليم (إيجيبت) لمimd وشركة بيكو انترنشنال بتروليوس سرفيسيز بما أس. أيه. تتعلق اتفاقية الالتزام الصادرة بموجب القانون رقم 25 لسنة 1973، والمعدل بموجب القانون رقم 138 لسنة 1974، وللمورد عن البترول واستغلاله في منطقة شقير البحرية بخليج السويس، وذلك وفقًا للشروط المرفقة والخريطة الملحقة بها.

المادة الثانية

تكون للفوائد والإجراءات الواجبة في الشروط المرفقة قوة القانون، وتنفيذ بالاستثناء من أحكام أي تشريع مخالف لها.

المادة الثالثة

ينشر هذا القانون في الجريدة الرسمية، ويعمل به اعتبارًا من اليوم التالي لتاريخ نشره.

يصم هذا القانون يخدم الدولة، وتنفذ كقانون من قوانينها.

حسن مبارك

صدر برئاسة الجمهورية في 21 جمادي الأولى سنة 1426 هـ

(المرافق 28 يونيو سنة 2005 م)
اتفاق تعديل

اتفاقية الالتزام الصادرة بموجب
القانون رقم 75 لسنة 1973
المعدل بموجب القانون رقم 138 لسنة 1974
والقانون رقم 7 لسنة 1978
للبحث عن البترول واستغلاله
بين
جمهورية مصر العربية
والهيئة المصرية العامة للبترول
والشركة العامة للبترول
وشركتا بتزيد للاستثمارات وإدارة المشروعات ليمتد
وشركتا جرايستون بتروليم (ايجيبيت) ليمتد
وشركتا بيكو انترناشونال بتروليوم سيرفيسيز بنما اس. اي. ه.
في منطقة شقير البحرية
بخليج السويس

3.0 م. ع.

خُرَّ تفاقيات التّعديل هذا في اليوم من شهر يوليو سنة 1980 بمقره في جمهورية مصر العربية (ويطلق عليها فيما يلي "الحكومة") والهيئة المصرية العامة للبترول، وهي شخصية قانونية أنشئت بموجب القانون رقم 77 لسنة 1958 بما أدخل عليه من تعديل (ويطلق عليها فيما يلي "الهيئة") والشركة العامة للبترول

الهيئة العامة لشؤون المصالح الأميريّة
صورة طابق الأول
AMENDING AGREEMENT
OF THE CONCESSION AGREEMENT
ISSUED BY LAW NO. 65 OF 1973
AS AMENDED BY VIRTUE OF LAW NO. 138 OF 1974
AND LAW NO. 7 OF 1978
FOR PETROLEUM EXPLORATION AND
EXPLOITATION
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND
THE EGYPTIAN GENERAL PETROLEUM
CORPORATION
AND
THE GENERAL PETROLEUM COMPANY
AND
PETZED INVESTMENT AND PROJECT MANAGEMENT LTD.
AND
GREYSTONE PETROLEUM (EGYPT) LIMITED
AND
PICO INTERNATIONAL PETROLEUM SERVICES PANAMA S.A.
in
SHUKHEIR OFFSHORE AREA
GULF OF SUEZ
A.R.E.

This Amending Agreement is made this day of , 2005, by and
between the ARAB REPUBLIC OF EGYPT (hereinafter referred to as
"A.R.E." or as the "GOVERNMENT"), the EGYPTIAN GENERAL
PETROLEUM CORPORATION, a legal entity created by Law No. 167
of 1958 as amended (hereinafter referred to as "EGPC") . The
الجريدة الرسمية - العدد 26 (تابع) في 30 يونياء سنة 1955

وهي شركة قطاع عام مؤسسة وقائمة بموجب قرار جمهوري بتاريخ 1957/9/2 (ويطلق علىها فيما يلي "العامة") وشركة تزيد للاستثمارات وإدارة المشروعات ليحتد وهي شركة ذات مسؤولية محدودة مؤسسة وقائمة طبقا لقوانين ولاية جيرسي بالمملكة المتحدة (ويطلق عليها فيما يلي "الجيبيت") وشركة جرايستون بترويليم (إيجبيت) ليحتد وهي شركة ذات مسؤولية محدودة مؤسسة وقائمة طبقا لقوانين جزر فرجين البريطانية (ويطلق عليها فيما يلي "جرياستون") وشركة بيكيو انترنشونال بترويليم سريفيزيز بنما اس. أيه. وهي شركة مساهمة مؤسسة وقائمة طبقا لقوانين جمهورية بنما (ويطلق عليها فيما يلي "بيكيو") (ويطلق علي "تيزيز" و"جرياستون" و"بيكيو" مجتمعين فيما يلي "المقاول" ويطلق على كل منهم منفردًا "عضو المقاول").

تقرر الآتي

حيث أن حكومة جمهورية مصر العربية والمؤسسة المصرية العامة للبترول وشركة تراينسوليدالبترول قد أبرموا اتفاقية الالتزام الصادرة بموجب القانون رقم 65 لسنة 1973 للبحث عن البترول واستغلاله في منطقة شقير البحرية بخليج السويس العدل بموجب القانون رقم 138 لسنة 1974 مع المؤسسة المصرية العامة للبترول والشركة العامة للبترول وشركة تراينسوليدالبترول العدل بموجب القانون رقم 7 لسنة 1978 (ويطلق عليها فيما يلي "اتفاقية الالتزام").

وحيث أنه نتيجة لعدة مناقشات، أصبح المقاول في اتفاقية الالتزام شركة تزيد للاستثمارات وإدارة المشروعات ليحتد وشركة جرايستون بترويليم (إيجبيت) ليحتد [راسروك بترويليم (إيجبيت) ليحتد سابقا وشركة بيكيو انترنشونال بترويليم سريفيزيز بنما اس. أيه.]
GENERAL PETROLEUM COMPANY, a public sector company organized and existing according to the Presidential Decree dated 2/9/1957 (hereinafter referred to as "GPC"), PETZED INVESTMENT AND PROJECT MANAGEMENT LTD., a limited liability company organized and existing under the laws of Jersey state, United Kingdom (hereinafter referred to as "PETZED"), GREYSTONE PETROLEUM (EGYPT) LIMITED, a limited liability company organized and existing under the laws of BRITISH VIRGIN ISLANDS (hereinafter referred to as "GREYSTONE") and PICO INTERNATIONAL PETROLEUM SERVICES PANAMA S.A., a joint stock company organized and existing under the laws of Republic of PANAMA (hereinafter referred to as "PICO"), (PETZED, GREYSTONE and PICO shall be hereinafter referred to collectively as "CONTRACTOR" and individually as "CONTRACTOR MEMBER").

WITNESSETH

WHEREAS, the GOVERNMENT of ARAB REPUBLIC OF EGYPT, the EGYPTIAN GENERAL PETROLEUM CORPORATION and TRANSWORLD PETROLEUM CORPORATION, have entered into a Concession Agreement issued by virtue of Law No. 65 of 1973 for Petroleum Exploration and Exploitation in SHUKHEIR OFFSHORE AREA, GULF OF SUEZ as amended by virtue of Law No. 138 of 1974 with the EGYPTIAN GENERAL PETROLEUM CORPORATION, THE GENERAL PETROLEUM COMPANY and TRANSWORLD PETROLEUM CORPORATION as amended by virtue of Law No. 7 of 1978 (hereinafter referred to as "Concession Agreement"); and

WHEREAS, as a result of several assignments, the CONTRACTOR in the Concession Agreement is PETZED INVESTMENT AND PROJECT MANAGEMENT LTD. and GREYSTONE PETROLEUM (EGYPT) Limited (formerly RACEBROOK PETROLEUM (EGYPT) Limited) and PICO INTERNATIONAL PETROLEUM SERVICES PANAMA S.A.;
وحيث أن المؤلف يرغب في إنشاء اتفاقات إضافية للقيام بعمليات استكشاف وتنمية إضافية ويرغب في تعديل وifetime الاتفاقية الالتزام ومدة عقد تنمية شقير البحرية بالمساحة المدار إليها في المادة الأولى من هذا التعديل:

وحيث أن مجلس إدارة الهيئة المصرية العامة للبترول قد وافق على اتفاق التعديل هذا.

مع اتخاذ الإجراءات القانونية اللازمة في هذا الشأن.

لذلك فقد اتفق أطراف الاتفاقية المدار إليها على ما هو آت:

(المادة الأولى)

بضاف في نهاية المادة الثالثة من القانون رقم 7 لسنة 1978 ما يلي:

منطقة اتفاق التعديل هذا، هي تلك الجزء من المنطقة الموصوفة بالإحداثيات المدار إليها في الملحق (أ-1) والخريطة الموضحة لذلك بالملحق (ب-1) (ويشير إليها فيما يلي بـ "المنطقة") .

1 ) تم فترة اتفاقية الالتزام ومدة المنطقة وفقا لاتفاق التعديل هذا مدة خمس سنوات ، تبدأ من 7/7/2005 ويمتد المقاول فترة امتداد إضافية لاحقة مدتها خمس سنوات وذلك بناء على اختياره بموجب إخطار كتابي يرسله إلى الهيئة مسبقا بسنة (6) أشهر قبل نهاية فترة الامتداد هذه.

وبالإضافة وزير البترول.

وفي بداية فترة الامتداد الإضافية البالغة خمس سنوات والتي تبدأ من 7/7/2001 يتم مراجعة المنطقة للتخلي عن القطاعات غير منتجة وغير مشاركة في الإنتاج ولم يتم بها أي نشاط استكشاف أو تنمية.

ب ب ) يتم المقاول من خلال الشركة القائمة بالعمليات بإتفاق مبليعا لا يقل عن خمسة ملايين وخمسين ألف دولار من دولارات الولايات المتحدة الأمريكية خلال فترة الخمس سنوات التي تبدأ من 7/7/2005 كمصروفات بحث وتنمية ، متضمنة مليونين وخمسين ألف دولار من دولارات الولايات المتحدة الأمريكية لعمليات إصلاح الآبار وتحديث التسهيلات وإجراء مسح سيرمي ثلاثية الأبعاد ، ومتضمنة أيضاً
WHEREAS, CONTRACTOR desires to spend additional investments for carrying out additional Exploration and Development operations and to amend and extend the Concession Agreement and to extend the period of SHUKHEIR OFFSHORE Development Lease in the form of the Area and coordinates hereinafter mentioned in Article I of this Amending Agreement; and

WHEREAS, the Board of Directors of EGPC has approved such Amending Agreement, and agreed to take the legal procedures required therefore.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

Add the following at the end of amendment Article III 2- of Law No. 7 of 1978 :-

The Area in this Amending Agreement, is that portion of the area, described by the boundary coordinates hereinafter referred to in Annex (A-1) and the illustrated map in Annex (B-1), (hereinafter referred to as the "Area").

(aa) The term of the Concession Agreement and the period of the Area according to this Amending Agreement, shall be extended for five (5) years starting from 28/7/2005. An additional successive extension period of five (5) years, shall be granted to CONTRACTOR, at its option, upon six (6) months prior written notice to EGPC before the end of this extension period and subject to the approval of the Minister of Petroleum.

At the beginning of the five (5) year additional extension period that starts from 28/7/2010, the Area shall be reviewed for determining the non-producing blocks and those not participating in production and those where no Exploration or Development Activities had been done, for relinquishment.

(bb) During the five (5) year period that starts from 28/7/2005, CONTRACTOR through Operating Company shall spend a minimum of five million and five hundred thousand U.S. Dollars (US$5,500,000) as Exploration and Development Expenditures, including two million and five hundred thousand U.S. Dollars (US$2,500,000) for wells repairing operations, facilities renewal and acquiring 3D seismic survey, and also including three million U.S. Dollars (US$3,000,000) for drilling
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ثلاثة ملايين (3,000,000) دولار من دولارات الولايات المتحدة الأمريكية لفترة (1) سنة واحدة في المنطقة على أن يلتزم المقاول بتقديم برامج العمل اللازمة لذلك للاحترام من الهيئة والموافقة عليه.

يترمز المقاول بتقديم ضمان للهيئة بالصيغة المرضية بالملحق (ج-1). ليغطي الحد الأدنى من التزامات المقاول من نفقات البحث والتنمية المخصصة عليها بهذه المادة أعلاه قبل توقع وزير البتروال على اتفاق التدديل. هذا بعده واحد. يكون هذا الضمان لضمان دفع و/أ شراء كمية من الزيت الخام كافية من حيث القابضة لتغطية الفرق بين مبلغ الخمسة ملايين والخمسة ألف (5,000,000) دولار من دولارات الولايات المتحدة الأمريكية، والبلج الذي أنفقت الشركة القائمة بالعمليات فعلياً نية بناء المقاول وتم اعتماده من الهيئة (العجز) بمجرد الضمان ساري المفعول لمدة سنة (6) أشهر بعد نهاية فترة الخمس (5) سنوات التي تبدأ من 28/7/2005 من المنصوص عليها في الفقرة (أ) تعالية.

(ج) في حالة تخلي المقاول عن حقوقه في البحث والتنمية بفضح اتفاق التدديل هذا على النحو المبين بالعالية قبل أو عند نهاية السنة الخامسة (5) التي تبدأ من 28/7/2005 ويكون المقاول قد أنفق على عمليات البحث والتنمية مبلغًا يقل عن مجموع مبلغ الخمسة ملايين والخمسة ألف (5,000,000) دولار من دولارات الولايات المتحدة الأمريكية، أو في حالة ما إذا كان المقاول عند نهاية السنة الخامسة (5) قد أنفق في المنطقة مبلغًا يقل عن هذا المبلغ، فإنه يتعين على المقاول أن يدفع للهيئة مبلغًا مساوياً للفرق بين مبلغ الخمسة ملايين والخمسة ألف (5,000,000) دولار من دولارات الولايات المتحدة الأمريكية سالفة الذكر وبين المبلغ الذي أتفق عليه فعلاً على عمليات البحث والتنمية في المنطقة ويعترف هذا المبلغ للهيئة عند التخلص أو في مدى سنة (6) أشهر من نهاية السنة الخامسة (5) التي تبدأ من 28/7/2005، حسب الأحوال.
one (1) well in the Area provided that CONTRACTOR shall submit the necessary work program to be reviewed and approved by EGPC.

CONTRACTOR shall submit a Guaranty to EGPC in the form specified in Annex (C-1) covering its minimum Exploration and Development obligations stated in this Article above, one day before the signature by the Minister of Petroleum of this Amending Agreement. Such Guaranty shall be for guaranteeing the payment and/or transferring a quantity of Crude Oil sufficient in value to cover the deficiency between the sum of five million and five hundred thousand (5,500,000) U.S. Dollars and the amount of money actually spent by Operating Company on behalf of CONTRACTOR and approved by EGPC (shortfall). The Guaranty shall remain effective for six (6) months after the end of the five (5) year period starts from 28/7/2005 stated in paragraph (aa) above.

In case CONTRACTOR surrenders its Exploration and Development rights under this Amending Agreement as set forth above, before or at the end of the fifth (5th) year that starts from 28/7/2005, having expended less than the total sum of five million and five hundred thousand U.S. Dollars ($5,500,000) on Exploration and Development operations, or in case at the end of the fifth (5th) year, CONTRACTOR has expended less than that sum in the Area, an amount equal to the difference between the five million and five hundred thousand U.S. Dollars (US$5,500,000) previously mentioned and the amount actually spent on Exploration and Development operations in the Area shall be paid by CONTRACTOR to EGPC at the time of surrendering or within six (6) months from the end of the fifth (5th) year that starts from 28/7/2005, as the case may be.
التلفي الفقرة 3- نفقات التنمية (أ) الزيت الخام المخصص لاسترداد التكاليف من 3-

تعديل المادة الخامسة في القانون رقم 7 لسنة 1978 بالكامل وتستبدل بما يلي: -

3- نفقات التنمية، التي تتم بعد تاريخ اتفاق الاتفاق، تسترد بعد عشرين في المائة (1/2) سنوياً بتدف من السنة الضريبية التي حلت ودفعت فيها هذه النفقات، إذا حدث في ربع سنة تقويمية أن كانت التكاليف أو المصروفات أو النفقات الواجب استردادها بموجب أحكام الفقرات (1) ، (2) ، (3) الارادة بعلايه تزيد عن قيمة كل الزيت الخام المخصص لاسترداد التكاليف في ذلك الربع سنة، فإن قيمة الزيت الخام المخصص لاسترداد التكاليف توزع طبقاً لنظام الأولية التالي:

ا) المبالغ المطلبة، إن وجدت، بنفس المعدل المطبق في الفترة التي نشأت عنها هذه المتأخرات.
ب) نفقات التشغيل.
ج) نفقات البحث.
د) نفقات التنمية.

وأية زيادة تتحمل لكي تسترد في ربع أو أرباع السنة التالية إلى أن تسترد بالكامل، ولكن لا يجوز الاسترداد بعد انتهاء هذه الاتفاقيات.

ولفرع تحديد التصنيف لكافة التكاليف والصاريف والنفقات لاستردادها تطبق الأحكام التالية:

1) "نفقات البحث" تعني جميع تكاليف و مصروفات عمليات البحث وما يخصها من المصاريف غير المباشرة والمصاريف الإدارية والعجموية.
ARTICLE II

(iii) Development Expenditures (a) "Cost Recovery Crude Oil" of 3. amendment of Article V of Law No. 7 of 1978 shall be deleted in its entirety and replaced by the following:

(iii) "Development Expenditures", which shall be incurred after the Effective Date of this Amending Agreement, shall be recoverable at the rate of twenty percent (20%) per annum starting in the Tax Year in which such expenditures are incurred and paid, to the extent that, in a quarter Calendar year, costs, expenses or expenditures recoverable per paragraphs (i), (ii) and (iii) stated above exceed the value of all Cost Recovery Crude Oil for such quarter, the value of the Cost Recovery Crude Oil shall be allocated in accordance with the following system of priority:

(a) Carry-forwards, if any, as prorated in the period from which such carryforward arises,

(b) "Operating Expenses".

(c) "Exploration Expenditures".

(d) "Development Expenditures".

and any excess shall be carried forward for recovery in the next succeeding quarter or quarters until fully recovered but not after termination of this Agreement.

For the purpose of determining the classification of all costs, expenses and expenditures for their recovery, the following terms shall apply:

1. "Exploration Expenditures" shall mean all costs and expenses for Exploration operations and the related portion of indirect expenses and overheads.
(2) "نفقات التنمية" تعني جميع تكاليف ومصروفات عمليات التنمية، باستثناء "مصاريف التشغيل"، وما يخصها من المصروفات غير المباشرة والمصروفات الإدارية والعمومية.

(3) "مصاريف التشغيل" تعني جميع التكاليف والمصروفات ونفقات التي أُنفقَت بعد الإنتاج التجاري الأول، وهي التكاليف والمصروفات ونفقات غير القابلة للعطباف عادة.

ومع ذلك، تشمل مصاريف التشغيل إصلاح الآبار وإصلاح وصيانة الأصول، ولكنها لا تشمل أيضًا ما يلي: الحفر الجانبي وإعادة الحفر، وتغيير حالة بئر واستبدال أصول أو جزء من أصل والإضافات والتحسينات والتجديدات.

لا يستمر المقاول أي مصروفات بحث أو تنمية أو تشغيل تم إنفاقها أو تحملها قبل تاريخ سريان اتفاق التعديل هذا، ويستثنى من ذلك تكلفة حفر البئر جاما -4 وعمليات إصلاح البئر جاما -1 فقط حيث يستمر استرداد تكلفتهما على عدد الأقسام المحسوبة طبقاً لنصوص اتفاقية الالتزام المقررة في اتفاق التعديل هذا.

اعتباراً من بداية فترة الامتداد الإضافية التي تبدأ من 07/07/2012، فإن أي مصروفات بحث أو تنمية يتم إنفاقها وتحملها يتم استردادها على الفترة المتبقية من اتفاقية الالتزام وحد أدنى أربع (4) سنوات، ولأغراض استرداد التكاليف في أوقات من الأوقات تعرف الفترة المتبقية لفترة الالتزام على أنها عدد الفترات الربع سنوية الكاملة المتبقية لاسترداد التكاليف قبل انتهاء فترة الامتداد هذه وبكون ذلك متضمناً الربع الثالث من سنة 2015.
2. "Development Expenditures" shall mean all costs and expenses for Development operations (with the exception of Operating Expenses) and the related portion of indirect expenses and overheads.

3. "Operating Expenses" shall mean all costs, expenses and expenditures paid after the initial Commercial Production, which costs, expenses and expenditures are not normally depreciable.

However, Operating Expenses shall include workover, repair and maintenance of assets but shall not include any of the following: sidetracking, redrilling and changing of the status of a well, replacement of assets or part of an asset, additions, improvements, renewals.

CONTRACTOR shall not recover any Exploration or Development Expenditures or Operating Expenses that was paid or incurred prior to the Effective Date of this Amending Agreement, except the drilling costs of the well (Gama-4) and operations of repairing well of (Gama-1), where it shall be continually recovered by the numbers of calculated installments according to the terms of the Concession Agreement as defined in this Amending Agreement.

From the beginning of the additional extension period that starts from 28/7/2010, any Exploration or Development Expenditures paid and incurred shall be recovered during the remaining period of the Concession Agreement, as a minimum of four (4) years. For Cost Recovery purposes, at any time, the remaining Concession period is defined as the number of complete quarterly Cost Recovery periods prior to the termination of this extension period and including the third quarter of the year 2015.
المادة الثانية

تلغى الفقرة (ب) من 3-2 تعدد المادة 5 (ب) من الاتفاقية بالقانون رقم 7 لسنة 1978 بالكامل وتستبدل بما يلي:

(ب) للهيئات الحق أن تأخذ وتتسلم أثاث وثمانية ونصف في المائة (58.2%) من الستين في المائة (60%) المعبقية من الزيت الخام والمقول الحق في أن يأخذ ويتسلم سبعة عشر ونصف في المائة (57.5%). وهم المقاول الحق أن يحتفظ في الخارج بكافة المبالغ التي يحصل عليها في الخارج، بما في ذلك حصوله ببعض الزيت الخام المصدر بواسطة طبقاً للقرة (د) من المادة الخامسة من القانون رقم 65 لسنة 1973.

المادة الرابعة

تلغى (المادة العاشرة) الإعفاءات الجمركية من القانون رقم 65 لسنة 1973 وتستبدل بما يلي:

الإعفاءات الجمركية

(أ) يسمح للعامة والمتفاول والشركة القائمة بالعمليات بالاستيراد من الخارج ويعفون من الرسوم الجمركية أو أية ضرائب أو رسوم أو أتعاب من أي نوع، ومن القواعد الاستيرادية الخاصة باستيراد الآلات والمعدات والأجهزة والمواد ووسائل النقل والانتقال والأجهزة الكهربائية وأجهزة التكييف للمكاتب ولمساكن ومنشآت الخلل والأجهزة الإلكترونية ومعدات وبرامج الحاسب الآلي وكذلك قطع الغيار اللازمة لأي من هذه الأشياء المستوردة وذلك كله بشرط تقديم شهادة معتمدة من الممثل المسئول المعين من الهيئة لهذا الغرض، والتي تنص على أن الأشياء المستوردة اللازمة لتنفيذ العمليات وفقاً لاتفاق التعديل هذا، وتكون هذه الشهادة نهائية وملزمة وتنتج عنها تلقائياً الاستيراد مع هذا الإعفاء بدون أية موافقات أو تأخير أو إجراءات أخرى.

[ลายان]

الهيئة العامة للضرائب الأمريكية

صورة طبق الأصل
ARTICLE III

Paragraph (b) of 3-2 amendment of Article 5 (b) of the Agreement in Law No. 7 of 1978 shall be deleted in its entirety and shall be replaced by the following:

(b) EGPC shall be entitled to take and receive eighty two and half (82.5%) percent from the remaining sixty (60%) percent of Crude Oil and CONTRACTOR shall be entitled to take and receive seventeen and half (17.5%) percent. CONTRACTOR shall have the right to retain abroad all funds acquired by it abroad, including the proceeds from the sale of Crude Oil exported by it in accordance with paragraph (d) of Article V of the law No. 65 of 1973.

ARTICLE IV

CUSTOMS EXEMPTIONS

Article X of Law 65 of 1973" Customs Exemptions" shall be deleted and shall be replaced by the following:

(a) GPC, CONTRACTOR, and Operating Company shall be permitted to import and shall be exempted from customs duties, any taxes, levies or fees of any nature and from the importation rules with respect to the importation of machinery, equipment, appliances, materials, items, means of transport and transportation, electric appliances, air conditioners for offices, field housing and facilities, electronic appliances, computer hardware and software, as well as spare parts required for any of the imported items, all subject to a duly approved certificate issued by the responsible representative nominated by EGPC for such purpose, which states that the imported items are required for conducting the operations pursuant to this Amending Agreement. Such certificate shall be final and binding and shall automatically result in the importation and the exemption without any further approval, delay or procedure.
ب) يتم الإفراج عن الآلات والمعدات والأجهزة ووسائل النقل والإنشافات المذكورة بعـة مقالية عامة والمقابل والشركة الفائض بالأعمال ومما دون الباطن في أي انشطة وفقًا للعمليات موضع اتفاق التعديل هذا دون سداد رسوم جمركية أو أية ضرائب أو رسوم أو انتصاب من أي نوع وذلـك بعد تقديم شهادة معتمدة قانونية من ممثل مسئول تعينه الهيئة لهذا الغرض بأن الأشياء المستوردة اللازمة للقيام بالعمليات وفقًا لاتفاق التعديل هذا.

(ج) لا يتمتع الموظفون الأجانب التابعون للمقاول والشركة القائمة بالعمليات ومما دونهم ومقابلهم من الباطن بأية إعفاءات من الرسوم الجمركية وغيرها من الضرائب والرسوم الملحة بها إلا في حدد أحكام القانون أو اللوائح المطبقة في جـمـع. ومع ذلك، يفرض عن المهام المتصلة والأعمال والاستعمال الشخصي بما في ذلك سيارة واحدة [ لكل موظف إجنبى يائع للمقاول والشركة القائمة بالعمليات أو تابع لأي منهما وذلك بموجب نظام الإفراج المؤقت بدون دفع أي رسوم جمركية وغيرها من الضرائب الملحة بها ] يقتضي تقديم خطاب من المقاول أو الشركة القائمة بالعمليات معتمد من ممثل مسئول من الهيئة إلى السلطات الجمركية المختصة بنص على أن الأشياء المستوردة استوردت لمجر الاستعمال الشخصي للموظف الأجنبي وسرت وأن هذه الأشياء المستوردة سوف يعاد تصديرها إلى خارج جـمـع عند رحيل الموظف الإجنبى المعنى.

(د) يجوز، بعد موافقة الهيئة، وهي المؤقتة التي لـن تحقب دون مرير معقول، إعادة تصدير الأشياء التي استوردت إليها جـمـع. سواء كانت قد أعفيت أو لم تحفر من الرسوم الجمركية وغيرها من الضرائب والرسوم الملحة بها طبقًا لاحكام اتفاق التعديل هذا وذلك في أي وقت بصرف النظر الذي استوردها دون أن تختصح عليها أي رسوم إصدار أو أي ضريب أو رسوم أو أي ضرائب أو رسوم مطبقة كنـت هذه الأشياء قد أعفيت منها. كما يجوز بيع هذه الأشياء في
(b) Machinery, equipment, appliances and means of transport and transportation imported by GPC's, CONTRACTOR's and Operating Company's contractors and sub-contractors in any activity pursuant to the operations which are the subject of this Amending Agreement, shall be cleared without payment of customs duties, any taxes, levies or fees of any nature, upon presentation of a duly approved certificate issued by an EGPC responsible representative nominated by EGPC for such purpose which states, that the imported items are required for conducting the operations pursuant to this Amending Agreement.

(c) The expatriate employees of CONTRACTOR, Operating Company and their contractors and sub-contractors shall not be entitled to any exemptions from customs duties and other ancillary taxes and charges except within the limits of the provisions of the laws and regulations applicable in the A.R.E. However, personal household goods and furniture (including one (1) car) for each expatriate employee of CONTRACTOR and/or Operating company shall be cleared under the "Temporary Release System" (without payment of any customs duties and other ancillary taxes) upon presentation of a letter to the appropriate customs authorities by CONTRACTOR or Operating Company approved by an EGPC responsible representative that the imported items are imported for the sole use of the expatriate employee and his family, and that such imported items shall be re-exported outside the A.R.E. upon the repatriation of the concerned expatriate employee.

(d) Items imported into the A.R.E. whether exempt or not exempt from customs duties and other ancillary taxes and charges hereunder, may be exported by the importing party at any time after obtaining EGPC's approval, which approval shall not be unreasonably withheld, without any export duties, taxes or charges or any taxes or charges from which such items have been already exempt, being applicable. Such items may be sold
ج.م.ع. بعد الحصول على موافقة الهيئة وهي الموافقة التي لن تحجب دون دمير معقول. وفي هذه الحالة يمكن التمشي هذه الاشياء بسداد جميع الرسوم الجمركية السارية وغيرها من الضرائب والرسوم الملحقة بها وفقاً لحالتها وقيمتها وفئة التعريفة الجمركية السارية في تاريخ البيع وذلك ما لم تكن هذه الاشياء قد أصبحت مملوكة للهيئة أو للعامة أو بيعت لأي شركة تابعة للهيئة.
وفي حالة أجراء أي بيع على النحو المشار إليه بعلايه توزيع متحصلات هذا البيع على النحو التالي:

- يستحق المقاول استرداد ما لم يستره من تكاليف هذه الأشياء، إن وجد.
- ويدفع ما يزيد على ذلك، إن وجد، للهيئة.

(ه) لا يسري الإعفاء المنصوص عليه في الفقرة (أ) من هذه المادة على أية أشياء مستوردة إذا كانت لها نظائر مشابهة أو مشابهة إلى حد كبير من حيث وجودها، بنتج محلياً، والتي يتواجد فيها مواقف المقاول والشركة القائمة بالعمليات أو ينتمهم للنسبة للجودة والأمان ويكون شرواؤها واستلامها في الوقت المناسب ميسوراً في ج.م.ع. بسعر لا يزيد بأكثر من عشرة في المائة (10%) من تكلفة الشيء المستورد قبل إضافة الرسوم الجمركية ولكن بعد إضافة تكاليف التخزين والتأمين، إن وجد.

(و) يكون للمقاول والرخصة والمستوردين من أي منهما الحق في تصدير البترول المنتج من المنطقة دون قيد وفقاً لاتفاق التعديل هذا، دون حاجة إلى ترخيص، مع إعفاء هذا البترول من أي رسوم جمركية أو ضرائب أو أي فروض أو رسوم أخرى، متعلقة بتصدير البترول وفقاً لاتفاق التعديل هذا.

(التوقيعات)
within the A.R.E. after obtaining the approval of EGPC which approval shall not be unreasonably withheld. In this event, the purchaser of such items shall pay all applicable customs duties and other ancillary taxes and charges according to the condition and value of such items and the tariff applicable on the date of sale, unless such items have become the property of EGPC or GPC or have been sold to any of EGPC's Affiliated Company.

In the event of any such sale as mentioned herein above, the proceeds from such sale shall be divided in the following manner:

CONTRACTOR shall be entitled to reimbursement of its unrecovered cost, if any, in such items and the excess, if any, shall be paid to EGPC.

(c) The exemption provided for in paragraph (a) of this Article shall not apply to any imported items when items of the same or substantially the same kind and quality are manufactured locally meeting CONTRACTOR's and/or Operating Company's specifications for quality and safety and are available for timely purchase and delivery in the A.R.E. at a price not higher than ten percent (10%) of the cost of the imported item, before customs duties but after freight and insurance costs, if any, have been added.

(f) CONTRACTOR, GPC and their respective buyers shall have the right to freely export the Petroleum produced from the Area pursuant to this Amending Agreement; no license shall be required, and such petroleum shall be exempted from any customs duties, any taxes, levies or any other imposts in respect of the export of Petroleum hereunder.
تمدّد المادة السادسة عشر "القوانين واللوائح" من القانون رقم 65 لسنة 1973 وتعاكبت ما يلي:

المادة الخامسة

(أ) يخضع المقاطع والشركة القائمة بالعمليات للقوانين رقم 66 لسنة 1953، وأي مادة بالقانون رقم 86 لسنة 1956 واللوائح الصادرة لتنفيذها، بما في ذلك اللوائح الخاصة بسلامة وكفاءة أداء العمليات التي تم تنفيذها لاتفاقات التعديل هذا، والمحافظة على موارد البترول في جمع.

ب) يخضع المقاطع والشركة القائمة بالعمليات لأحكام القانون رقم 4 لسنة 1994 بشأن البيئة وليسته التنفيذية وما قد بطرأ عليها من تعديلات وما قد صدر مستقبلاً من قواعد أو لوائح تتعلق بحماية البيئة.

(ج) باستثناء ما ورد نصه في المادة الثالثة (ز) بخصوص ضرائب الدخل، تعفى العامة والمصطلحات والشركة القائمة بالعمليات من كافة الضرائب والرسوم سواء تلك التي تفرض من الحكومة أو من المحليات التي تشمل ضريبة المبيعات والضريبة على القيمة المضافة والضرائب المفروضة على البحث عن البترول أو تنظيمه أو استخراجه أو إنتاجه أو تصديره أو نقله وكذا المفروضة على غاز البترول المسال (LPG) وأية وكل التزام بخصوص الضريبة التي يمكن أن تفرض على توزيعات الأرباح والفوائد وأتعاب الخدمات الفندقية وإدارات اليرادات والعلامات التجارية وما شابه ذلك. يعفي القانون أيضاً من أية ضرائب على تصفية المقاول أو على أية توزيعات لأي دخل لمساهمي المقاول ومن أي ضريبة على رأس المال.

اللجنة العليا لضمان المطالب الأمنية

دورة علناء لاحقة
ARTICLE V
LAWS AND REGULATIONS

(Article XVI) of Law No. 65 of 1973 "laws and regulations" shall be deleted and shall be replaced by the following:

(a) CONTRACTOR and Operating Company shall be subject to Law No. 66 of 1953 (excluding Article 37 thereof) as amended by Law No. 86 of 1956 and the regulations issued for the implementation thereof, including the regulations for the safe and efficient performance of operations carried out for the execution of this Amending Agreement and for the conservation of the petroleum resources of the A.R.E. provided that no regulations, or modification or interpretation thereof, shall be contrary to or inconsistent with the provisions of this Amending Agreement.

(b) CONTRACTOR and Operating Company shall be subject to the provisions of the Law No. 4 of 1994 concerning the environment and its executive regulation as may be amended, as well as any laws or regulations may be issued concerning the protection of the environment.

(c) Except as provided in Article III (g) for Income Taxes, GPC, CONTRACTOR and Operating Company shall be exempted from all taxes and duties, whether imposed by the GOVERNMENT or municipalities including among others, Sales Tax, Value Added Tax and Taxes on the Exploration, Development, extracting, producing, exporting or transporting of Petroleum and LPG as well as any and all withholding taxes that might otherwise be imposed on dividends, interest, technical service fees, patent and trademark royalties, and similar items. CONTRACTOR shall also be exempted from any tax on the liquidation of CONTRACTOR, or distributions of any income to the shareholders of CONTRACTOR, and from any tax on capital.

[Signature]

[Stamp]
(د) حقوق والالتزامات العامة والمقاولة بوجب اتفاق التعديل هذا والسارية طوال أجلها تكون خاضعة لأحكام اتفاق التعديل هذا وطبقاً لاحا ولا يمكن تغييرها أو تعديلها إلا بالاتفاق المشترك المكتوب بين الأطراف المتعاقدة المذكورة بذات الإجراءات التي صدرت بها الاتفاقية الأصلية.

(ه) يخضع مقاولوا العامة والمقاولة والشركة القائمة بالعمليات ومقاولوها من الباطن للأحكام الخاصة بهم في اتفاق التعديل هذا، وللسير على العامة والمقاولة والشركة القائمة بالعمليات ومقاوليها ومقاولوها من الباطن المعنيين أية لوائح تصدر الحكومة من وقت لآخر بالقدر الذي لا يتعقلي فيه مع نصوص اتفاق التعديل هذا، حسبما يكون الحال.

(و) ولأغراض اتفاق التعديل هذا، تعفي العامة والمقاولة والشركة القائمة بالعمليات ومقاولوها ومقاولوها من الباطن المعنيين من كل رسوم الدعم المبنية والغرامات والجدارات التي تفرضها القوانين التقابية على مستنداتهم وأنشطتهم الواردة باتفاق التعديل هذا.

(ز) كل الإعفاءات من تطبيق قوانين أو لوائح جمهور المهنيين الممنوحة بوجب اتفاق التعديل هذا في العامة والمقاولة والشركة القائمة بالعمليات ومقاوليها ومقاولوها من الباطن تشمل تلك القوانين واللوائح السارية حالياً وما يطرأ عليها من تعديل أو يحل محلها مستقبلاً.

(المادة السادسة)

(d) The rights and obligations of GPC and CONTRACTOR hereunder, and for the effective term of this Amending Agreement shall be governed by and in accordance with the provisions of this Amending Agreement and can only be altered or amended by the written mutual agreement of the said contracting parties in the same procedures by which the original Agreement has been issued.

(e) The contractors and sub-contractors of GPC, CONTRACTOR and Operating Company shall be subject to the provisions of this Amending Agreement which affect them. Insofar as all regulations which are duly issued by the GOVERNMENT apply from time to time and are not in accord with the provisions of this Amending Agreement, such regulations shall not apply to GPC, CONTRACTOR, Operating Company and their respective contractors and sub-contractors, as the case may be.

(f) GPC, CONTRACTOR, Operating Company and their respective contractors and sub-contractors shall for the purposes of this Amending Agreement be exempted from all professional stamp duties, imposts and levies imposed by syndical laws with respect to their documents and activities hereunder.

(g) All the exemptions from the application of the A.R.E. laws or regulations granted to GPC, CONTRACTOR, the Operating Company, their contractors and sub-contractors under this Amending Agreement shall include such laws and regulations as presently in effect or hereafter amended or substituted.

ARTICLE VI

Except as specifically amended by this Amending Agreement, the Concession Agreement signed by virtue of Law no. 65 of 1973 as amended by virtue of Law no. 138 of 1974 and Law no. 7 of 1978 shall continue in full force and effect in accordance with its terms.
المادة السابعة

يمكن تأسيس شركة توزيع الاتفاق التحويل هذا هو تاريخ توقيع الأطراف عليه بعد إصدار السلطات المختصة في ج.م.ع. لقانون يخص لوزير البترول بالتوقيع عليه نسابة عن حكومة ج.م.ع.

شركة بترولية إيجيبت للاستثمارات ودارة المشروعات ليمتد

عنها: .............................................

شركة جرافيستون بترول (ايجيبت) ليمتد

عنها: .............................................

شركة بيكي انترناشيونال بتروليوم سرفيسز بنما اس. ايه.

عنها: .............................................

الشركة العامة للبترول

عنها: .............................................

الهيئة المصرية العامة للبترول

عنها: .............................................

جمهورية مصر العربية

عنها: .............................................

التاريخ: .............................................
ARTICLE VII

The Effective Date of this Amending Agreement shall be the date it is signed by the parties after a law is issued by the competent authorities of the A.R.E. authorizing the Minister of Petroleum to sign it on behalf of the Government of the A.R.E.

PETZED INVESTMENT AND PROJECT MANAGEMENT LTD.

By: ........................................

GREYSTONE PETROLEUM (EGYPT) LIMITED

By: ........................................

PICO INTERNATIONAL PETROLEUM SERVICES PANAMA S.A.

By: ........................................

THE GENERAL PETROLEUM COMPANY

By: ........................................

THE EGYPTIAN GENERAL PETROLEUM CORPORATION

By: ........................................

THE ARAB REPUBLIC OF EGYPT

By: ........................................

DATE: ........................................
الملحق (1-1) : إحداثيات حدود منطقة شقيق البحرية

أولا: إحداثيات حدود المنطقة (ب) :

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</table>

شمالاً : محاذاة خط مياه البحار لساحل خليج السويس حتى النقطة 1

ثانيا: إحداثيات حدود المنطقة (ب) :

<table>
<thead>
<tr>
<th>خط طول (م)</th>
<th>خط عرض (م)</th>
<th>نقطة رقم</th>
</tr>
</thead>
<tbody>
<tr>
<td>43 19 64</td>
<td>65 5 26</td>
<td>1</td>
</tr>
<tr>
<td>60 22 66</td>
<td>65 5 26</td>
<td>2</td>
</tr>
<tr>
<td>64 20 16</td>
<td>65 13 27</td>
<td>3</td>
</tr>
</tbody>
</table>

شمالاً : محاذاة خط مياه البحار لساحل خليج السويس حتى النقطة 1
Coordinates of the corner points of the Area are given in the following table which forms an integral part of Annex "A-1"

Annex "A - 1"

BOUNDARY COORDINATES

OF

Shukeir Offshore Area

Boundary coordinates of Area "A"

<table>
<thead>
<tr>
<th>POINT NO.</th>
<th>LATITUDE</th>
<th>LONGITUDE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>28° 09' 32&quot;</td>
<td>33° 14' 30&quot;</td>
</tr>
<tr>
<td>1</td>
<td>28° 09' 32&quot;</td>
<td>33° 15' 20&quot;</td>
</tr>
<tr>
<td>2</td>
<td>28° 08' 15&quot;</td>
<td>33° 16' 32&quot;</td>
</tr>
</tbody>
</table>

North along the high tide line of Gulf of Suez coast to the point 1

Boundary coordinates of Area "B"

<table>
<thead>
<tr>
<th>POINT NO.</th>
<th>LATITUDE</th>
<th>LONGITUDE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>28° 05' 36&quot;</td>
<td>33° 19' 14&quot;</td>
</tr>
<tr>
<td>1</td>
<td>28° 05' 36&quot;</td>
<td>33° 22' 06&quot;</td>
</tr>
<tr>
<td>2</td>
<td>28° 01' 13.3&quot;</td>
<td>33° 25' 37&quot;</td>
</tr>
</tbody>
</table>

North along the high tide line of Gulf of Suez coast to the point 1
ANNEX "B-1"

SHUKHEIR OFFSHORE AREA

ANNEX (B-1)

AMENDING AGREEMENT
OF THE CONCESSION AGREEMENT
ISSUED BY LAW NO. 55 OF 1973
AS AMENDED FOR PETROLEUM EXPLORATION AND
EXPLOITATION
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND
THE EGYPTIAN GENERAL PETROLEUM CORPORATION
AND
THE GENERAL PETROLEUM COMPANY
AND
PETZED INVESTMENT AND PROJECT MANAGEMENT LTD.
AND
GREYSTONE PETROLEUM (EGYPT) LIMITED
AND
PICO INTERNATIONAL PETROLEUM SERVICES PANAMA S.A.
IN
SHUKHEIR OFFSHORE AREA
GULF OF SUEZ

SCALE 1 : 100,000
A.R.E.
الملحق "ج-1"

المشتمل

الجهينة المصرية العامة للنفط

السادة،

بالإشارة إلى هذا التعديل الصادر بموجب القانون رقم " لسنة 2005 " للاتفاقية الالتزام الصادرة بموجب القانون رقم 65 لسنة 1973 للجهينة المصرية العامة للنفط وشركة بيكو انتراشيونال بترويل سرفيسيز بنتهام ايه (بيكو) وشركة جرايستون بترويل (ايجيبت) ليمتد (جريستون) يطلق على بنتهام وبيكو جرايستون مجتمعين "المحار" ويطلق على كل منهم منفرداً "عضو المقاول".

ANNEX "C-1"
THE GUARANTY
EGYPTIAN GENERAL PETROLEUM CORPORATION

Gentlemen,

Reference is made to this Amendment issued by law No.---- of 2005 of the Concession Agreement issued by Law No. 65 of 1973 as amended by Law No. 138 of 1974 and Law No. 7 of 1978 for Petroleum Exploration and Exploitation in SHUKHEIR OFFSHORE AREA, GULF OF SUEZ by and between the ARAB REPUBLIC OF EGYPT (A.R.E.), The EGYPTIAN GENERAL PETROLEUM CORPORATION (EGPC), The GENERAL PETROLEUM COMPANY (GPC), PETZED INVESTMENT AND PROJECT MANAGEMENT LTD. (PETZED), PICO INTERNATIONAL PETROLEUM SERVICES PANAMA S.A. (PICO) and GREYSTONE PETROLEUM (EGYPT) LIMITED (GREYSTONE) ("PETZED", "PICO" and "GREYSTONE" hereinafter referred to collectively as CONTRACTOR and individually as "CONTRACTOR MEMBER").

PETZED INVESTMENT AND PROJECT MANAGEMENT LTD. the partner with EGPC in the concession Agreements issued by Law No. 65 of 1973 as amended and PICO INTERNATIONAL PETROLEUM SERVICES PANAMA S.A. which is the partner with EGPC in the Concession Agreements issued by law No.150 of 1981, law No. 44 of 1984 and law No.25 of 1989 and GREYSTONE PETROLEUM (EGYPT) LIMITED which is the partner with EGPC in the Concession Agreement issued by law No.150 of 1981, and Law No. 65 of 1973 as amended as Guarantors and on behalf of CONTRACTOR hereby undertake that, if CONTRACTOR spends during the period of five (5) years from the Effective Date of this Amending Agreement less than the minimum amount specified for such period of five million and five hundred thousand U.S. Dollars ($5,500,000) under this Amending Agreement (the difference being hereunder described as "Shortfall"), EGPC shall notify PETZED, PICO and GREYSTONE as CONTRACTOR and as Guarantor in writing by the amount of the Shortfall. Within fifteen (15) days of receipt of said notice, PETZED,
اتفاقية التحديث هذا (يرصى الفرق فيما يلي بـ "المقال") سوف تقوم الهيئة بإخطار
بتزيد وبيكو وجريايسون كمما وكذا مكتبة بقية المقال. خلال خمسة عشر
(15) يوما من استلام هذا الإخطار، تقوم بتزيد وبيكو وجريايسون بإرساله من
المقال بدفع و/أو تُحويل كمية من البترولان إلى الهيئة تكون كافية من حيث القيمة لتغطية
هذا العجز.
وفي حالة تحويل البترولان المذكور فإن ذلك يتم خصيصا من حصة بتزيد وبيكو
ويرجايسون من إنتاج البترولان مسن عقود التنمية التابعة لكل منهم. طبقا لاحكام
اتفاقية الالتزام للبحث عن البترولان واستغلاله الصادرة بموجب القوانين المطاريبة بالفترة
السابقة. وسوف يتم تقييم البترولان المذكور في وقت التحويل إلى الهيئة طبقا لأحكام
اتفاقية الالتزام التابع لها عند التنمية. حسب الأحوال.
ويجوز للمقال في أي وقت من الأوقات بين هذا التاريخ والتاريخ الذي سوف
ينتهي فيه هذا الضمان، أن يقدم ضمانا مصرفيا يبلغ خمسة ملايين وخمسمائة الف
(5,000,000) دولار من دولارات الولايات المتحدة الأمريكية، أو عن هذا العجز
بصيغة مرضية للهيئة وفي هذه الحالة تبطل تلقائيا أحكام هذا الضمان ويجدد أثره.
وتتمد صلاحية هذا الضمان يصبح لاغيا وعديم الأثر عند انقضاء ستة (6)
أشهر بعد نهاية فترة الخمسة (5) سنوات التي تبدأ من تاريخ سريان اتفاقية التحديث هذا
أو في التاريخ الذي تؤكد فيه الهيئة أن المقال قد أرتفع به تجاربه المتروك عليها في
اتفاقية التحديث هذا.
شركة بتزيد للاستثمارات وادارة المشروعات يمين
عنها:
شركة جرايسون بتروليم (إيجيبت) يمين
عنها:
شركة بيكو انترناشيونال بتروليم سوشيزيز بما اس-إيه.
عنها:
الثورة:
الهيئة العامة لشؤون المطبوعات الأميرية
مجلة دايم الأصلية
PICO and GREYSTONE, on behalf of CONTRACTOR shall pay and/or transfer to EGPC a quantity of Petroleum sufficient in value to cover the Shortfall.

In case said Petroleum shall be transferred, it will be deducted from the share of PETZED, PICO and GREYSTONE of Petroleum production from the Development Leases related to each of them, pursuant to the terms of the Concession Agreement for Petroleum Exploration and Exploitation issued by virtue of laws mentioned in previous paragraph and said Petroleum shall be valued at the time of the transfer to EGPC in accordance with the provisions of the concession Agreement related to the Development Lease, as the case may be.

CONTRACTOR may at any time between the date hereof and the date on which this Guaranty shall expire, submit a bank guaranty of five million and five hundred thousands U.S. Dollars ($5,500,000) of the Shortfall in a form satisfactory to EGPC, in which event the provisions of this guaranty shall automatically lapse and be of no effect.

This Guaranty shall expire and become null and void on the date six (6) months after the end of the period of five (5) years that starts from the Effective Date of this Amending Agreement or on the date EGPC confirms that CONTRACTOR fulfill its obligations hereunder.

Yours Faithfully,

PETZED INVESTMENT AND PROJECT MANAGEMENT LTD.
By: ..........................................................  
GREYSTONE PETROLEUM (EGYPT) LIMITED
By: ..........................................................  
PICO INTERNATIONAL PETROLEUM SERVICES PANAMA S.A.
By: ..........................................................  
DATE: ..........................................................
قانون رقم 7 لسنة 1978

الرئيس:

bury

كمثل الشمب التالين الآتي نصبه، وقد أصدرت:

المادة الأولى

يرخص لوزرالبترول في الاتفاق مع الهيئة المصرية العامة للبترول على تعديل الاتفاقية الصادرة باسمه، للرخص بإنتاج البترول في منطقة شبه البحرية، في شأن البترول والاستغلال، وفقاً للشروط المتبعة.

المادة الثانية

تكون لأحكام الوارد في التشريع المذكور في القانون وفقاً لما تقدم، من أحكام أي غيره.

م توقيع

بسم الله الرحمن الرحيم

د. محمد رضا ربان

وزير البترول

م ص 17 يناير 1978

وزير الري

أولجامعة الأزهر

المادة الثالثة

يصبح هذا القانون في الجريدة الرسمية، ويعمل به اعتباراً من 27 أغسطس سنة 1978.

بسم الله الرحمن الرحيم

وزير الري

دوريات الأزهرية في 7 محرم 1398 هـ (12 يناير 1979 م)
AMENDMENT
TO
PETROLEUM AGREEMENT
BETWEEN
GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT
AND
EGYPTIAN GENERAL PETROLEUM CORPORATION
AND
THE TRANSWORLD EGYPT COMPANIES

This AMENDMENT made and entered into on this day of 8/1978, to the Petroleum Agreement (herein referred to as the "Original Agreement") authorized by Law No. 65 of 1973 and effective 8/28/1973, and between the GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT (herein referred to as "Government"), EGYPTIAN GENERAL PETROLEUM CORPORATION, a legal entity created by Law No. 167 of 1958, as amended, (herein referred to as "EGPC"), and TRANSWORLD PETROLEUM CORPORATION, a corporation organized and existing under the laws of the State of Delaware, U.S.A., (herein referred to as "TRANSWORLD PETROLEUM"), as amended by an Amendment (herein referred to as the "First Amendment"), the Original Agreement as amended by the First Amendment being (herein referred to as the "Agreement"), authorized by Law No. 138 of 1974 and effective 12/18/1974, and between the GOVERNMENT, EGPC General Petroleum Company, a Company affiliated to EGPC (herein referred to as "GPC"), as assignee of EGPC and TRANSWORLD PETROLEUM by virtue of which First Amendment TRANSWORLD PETROLEUM assigned its interests in the Agreement to TRANSWORLD EGYPT PETROLEUM CORPORATION (herein referred to as "TRANSWORLD EGYPT"), ST. JOE PETROLEUM EGYPT CORPORATION (herein referred to as "ST. JOE"), Candel Oil (Egypt) Inc. (herein referred to as "Candel"), and CITY PETROLEUM EGYPT COMPANY (herein referred to as "CITY"), became parties to the Agreement.

WITNESSETH

WHEREAS, the parties hereto wish to modify and amend the Agreement to enable the CONTRACTOR adequately to explore and develop the Area (such term, and all other capitalized terms are used herein as defined in the Agreement):

...
WHEREAS, pursuant to Article 15 of Law No. 20 of 1976 which went into effect as of March 17, 1976, EGPC as now constituted, has been subrogated to all the rights and obligations of EGPC as it formerly existed, and has been substituted for the said former EGPC in all agreements and contracts concluded by the latter; and WHEREAS, EGPC as now constituted has thereby replaced the former EGPC as PARTY to the Concession Agreement; and

WHEREAS, in accordance with Article XVI (b) of the Agreement, said Agreement may be altered or amended by mutual agreement of contracting parties and the parties desire to make this Amendment for the reasons hereinafter stated. NOW THEREFORE, the parties hereto agree that the Agreement shall be and is hereby amended to the extent hereinafter set forth.

1. AMENDMENT OF ARTICLE 1.

1.1. Article 1 (a) of the Agreement is hereby amended to read as follows:

"Exploration" shall include but not be limited to such geological, geophysical, aerial and other surveys and the drilling, plugging, deepening, completing, equipping and testing of such shot holes, core holes, stratigraphic tests, holes for the discovery of petroleum or the appraisal of petroleum discoveries and other related holes and wells, and the purchase or acquisition, transport and storage such supplies, materials and equipment therefore and/or any other work or activities necessary therefore or ancillary thereto. The verb "Explore" means the act of conducting exploration.

1.2. Article 1 (b) of the Agreement is hereby amended to read as follows:

"Development" shall include, but not be limited to, all the operations and activities under this Agreement with respect to:

(i) The drilling, plugging, deepening, completing and equipping of development wells, and

(ii) Design, engineering, construction, installation servicing and maintenance of equipment, lines, systems, facilities, plants and related operations; producing and operating said wells; taking, saving, treating, handling, storing, flaring transporting and delivering petroleum repressuring and other secondary recovery projects, and

(iii) Local transportation, storage and any other work or activities necessary or ancillary to the activities specified in (i) and (ii).
13. Article 1 (c) of the Agreement is hereby amended to read as follows:

"Commercial Well" means the first well on any geological feature which, after testing for a mutually agreed upon period of not more than thirty (30) consecutive days, in accordance with sound and accepted international industry practice and verified by EGPC, is found to be capable of producing at an average rate of not less than three thousand (3,000) barrels of Crude Oil per day (BOPD). The date of discovery of a "Commercial Well" is the date on which such well is completed and tested according to the above.

14. Article 1 (b) of the Agreement is hereby amended to read as follows:

"Commercial Discovery" means one producing Crude Oil reservoir or a group of such producing reservoirs which CONTRACTOR determines after appraisal, is worthy of being developed commercially, taking into consideration the recoverable reserves, production, pipeline and terminal facilities required, estimated Crude Oil prices and all other relevant technical and economic factors. CONTRACTOR shall immediately give notice of a Commercial Discovery to EGPC after the discovery is determined by CONTRACTOR to be worthy of commercial development. Such notice, in the case of such determination, shall be given not later than the completion testing and evaluation of the second exploration appraisal well, or twelve (12) months following the date of discovery of any Commercial Well whichever is earlier. The date of Commercial Discovery shall be the date CONTRACTOR gives notice of same to EGPC. If no Commercial Discovery is established within seven (7) years from the Effective Date of the Original Agreement the whole area shall be surrendered to the Government.

15. Article 1 (n) of the Agreement is hereby amended to read as follows:

"OPERATOR", "CONTRACTOR" and "TRANSWORLD" mean and include the TRANSWORLD EGYPT COMPANIES and each of them and their respective successors and assigns in accordance with Article XVIII of the Original Agreement and Section 7 of the First Amendment.

From and after the date of Commercial Discovery:

(a) the word "TRANSWORLD" in Articles X (a), X (b), XI (a) and XIV shall mean TRANSWORLD and OSOCO.

(b) the word "OPERATOR" in Article V (f), IX (a), IX (b), IX (d), XI (a) and XVII (a) shall mean OSOCO.
the word "OPERATOR" in Articles VI (b), XII (c), XV (b) XVI (a), XVI (c) and XXIII (a)(i) shall mean TRANSWORLD and OSOCO.

d. the word "OPERATOR" in Articles VI (a), XIV, XV (a), (1), XV (b) (2), XXIII (a) first "blue" and XXIII (a) (2) shall mean TRANSWORLD or OSOCO.

c. the word "OPERATOR" in Article XII (a) and XII (b) shall mean TRANSWORLD and/or OSOCO.

2. Amendment of Article III

2.1 Article III (b) of the Agreement is hereby amended to read as follows: -

An initial exploration period of four (4) years shall start from the Effective Date of the Original Agreement.

TRANSWORLD shall have the right and option to extend the exploration period for up to a maximum of three (3) additional years by the drilling of additional Wells.

TRANSWORLD may exercise its option to extend the exploration period for an initial additional one year period ("First Extension Period") by commencing drilling operations on an exploration well ("First Additional Well") on or before August 27, 1977, and in such event shall expend during such First Extension Period a minimum of U.S. $4,000,000.

In the event the First Additional Well is a Commercial Well then within ninety (90) days after testing and evaluation thereof has been completed, TRANSWORLD shall commence drilling operations on an exploratory appraisal well ("Second Additional Well").

In the event the First Additional Well is not a Commercial Well, TRANSWORLD may at its option drill another exploratory well ("Second Additional Well"), provided drilling operations therefore as commenced on or before August 27, 1978. The commencement of drilling operations of the Second Additional well shall be deemed to be the exercise by TRANSWORLD of its option to extend the exploration period by a second additional one (1) year period ("Second Extension Period"), and in such event TRANSWORLD shall expend during such Second Extension period a minimum of U.S. $4,000,000.

TRANSWORLD may further elect to extend the Exploration Period for a third additional period "Third Extension Period" by commencing another well ("Third Additional Well") on or before August.
If TRANSWORLD should spend more than the minimum amount required to be expended during any Extension Period, the excess may be subtracted from the minimum amount of money required to be expended by TRANSWORLD during any succeeding Extension Period or Periods, as the case may be, provided, however, that this paragraph shall not relieve TRANSWORLD of any drilling obligations.

3. AMENDMENT OF ARTICLE V

Article V (a) of the Agreement is hereby amended to read as follows:

(a) 

Cost Recovery Crude Oil

(1) CONTRACTOR shall recover all costs and expenses approved by EGPC as stipulated in paragraphs (f) and (g) of Article IV above, as described below in respect of all Exploration, Development and related operations under this Agreement by taking forty (40) percent of all Crude Oil produced and saved from the Area and not used in Petroleum operations and before payment of Government royalty by EGPC. Such Crude Oil is hereafter referred to as "Cost Recovery Crude Oil".

Such costs and expenses shall be recovered from Cost Recovery Crude Oil in the following manner:

(i) Operating Expenses shall be recoverable in the Tax Year in which such costs and expenses are incurred and paid.

(ii) Exploration Expenditures, including those accumulated prior to the commencement of initial commercial production shall be recoverable at the rate of twenty (20) percent per annum based on amortization at that rate starting in the later of the Tax Year in which such Expenditures are incurred and paid or the Tax Year in which initial commercial production commences.

وإذا انتهت فترة الاستثمار، سيلفي بعد الإنتاج الأول طلب التذكرة خلال فترة الاستثمار، فإن الزراعة تضمن من الظروف الملمع للحل الديون للترانسولد المذكورة في هذه الفقرة خلال فترة انتظام الاستثمار بالنسبة للعديد من الأحوال، ومع ذلك، فإن هذه الفقرة لاتسمى ترانسولد من أي أثر بالحفر.

3- تعديل المادة الخمسة:

المادة (5) من الاتفاقية تصبح كالتالي:

(1) الزراعة الخاص لاسترداد التكاليف:

(1) استرداد التكاليف والصرفات التي توافق عليها الهيئة كما هو متصور عليه في الفقرات (1) (2) من المادة 4 من الاتفاقية الأصلية كما هو موضع إعدادًا، فيما يختص جميع عناصر الفحص التذكرة والعمليات المتعلقة بها، يسمح هذه الاتفاقية بإدراج أربعة (4) في المادة من كل الزراعة المعتمدة في المادة وحدها وأن يتم استخدام في عمليات الإنتاج وذلك قبل دفع الهيئة وثيقة الحكومة، وفقًا على هذا الزراعة فيما يلي "الزراعة الخاص لاسترداد التكاليف".

وإذا استرداد هذه التكاليف والصرفات من الزراعة الخاص لاسترداد التكاليف بالطرق الآتية:

(1) الفواتير الضريبية تسوية في السنة المفتوحة التي حصلت وانتقلت فيها هذه التكاليف والصرفات.

(2) الفواتير الضريبية في ذلك السنة المفتوحة قبل بدء الإنتاج التجاري الأول تسوية بمعدل مصري (10) في السنة في السنة على أساس استنادًا لهذا العمل، إذا من السنة الضريبية التي حصلت فيها هذه الفواتير أو السنة المفتوحة التي حصلت فيها الإنتاج التجاري الأول، أي السنين تكون لاحقة الأخرى.
Development Expenditures, including those accumulated prior to the commencement of initial commercial production, shall be recoverable at the rate of ten (10) percent per annum based on amortization at that rate starting in the later of the Tax Year in which such expenditures are incurred and paid or the Tax Year in which initial commercial production commences.

To the extent that in a calendar quarter, costs, expenses, or expenditures recoverable per paragraphs (i), (ii) and (iii) preceding exceed the value of all Cost Recovery Crude Oil for such quarter, the value of the Cost Recovery Crude Oil shall be allocated in accordance with the following order of priority:

A) Operating Expenses,
B) Carry-forwards, if any, as prorated in the period from which such carryforward arises,
C) Exploration Expenditures,
D) Development Expenditures,

and the excess shall be carried forward for recovery in the next succeeding quarter or quarters until fully recovered but not after the termination of this Agreement.

For the purpose of determining the classification of all costs, expenses and expenditures for their recovery the following terms shall apply:

1. "Exploration Expenditures" shall mean all costs and expenses for exploration operations.
2. "Development Expenditures" shall mean all costs and expenses for development operations with the exception of "Operating Expenses".
3. "Operating Expenses" shall mean all costs, expenses and expenditures made after initial commercial production, which costs, expenses and expenditures are not normally depreciable.

TRASWORLD shall take each quarter of a year, all Cost Recovery Crude Oil produced, plus its share of the balance of Crude Oil produced as stipulated in Paragraph (b) of this Article V and shall pay to EGPC within sixty (60) days from the end of each quarter in cash and in U.S. Dollars the difference between the value of the Cost Recovery Crude Oil received and the cost to be recovered for the quarter, pursuant to the foregoing provisions. However, with respect to such excess Cost Recovery Crude Oil, EGPC shall be entitled to elect each quarter, with three (3) months' notice in advance, to take delivery of a quantity up to fifty (50) percent thereof in kind and thereby reduce the amount which TRANSWORLD shall pay to EGPC to the extent of the value of such excess Cost Recovery Crude Oil so taken by EGPC.
3.2. Article V (b) of the Agreement is hereby amended to read as follows:—

(i) Of the remaining sixty (60) percent of Crude Oil, EGPC shall be entitled to take and receive eighty and one half (80.5) percent and TRANSWORLD shall be entitled to take and receive nineteen and one half (19.5) percent. TRANSWORLD shall have the right to retain abroad all funds acquired by it abroad including the proceeds from the sale of Crude Oil exported by it in accordance with Paragraph (d) of this Article.

4. AMENDMENT OF ARTICLE XV

Article XV (a) (2) of the Agreement is hereby amended to read as follows:—

A minimum of thirty five (35%) percent of the combined salaries and wages of the expatriate administrative, professional and technical personnel employed by Operator shall be paid in Egyptian currency.

5: Amendment of Article XVIII

5:1: Article XVIII (a) of the Agreement is hereby amended to read as follows:—

(a) Neither EGPC nor CONTRACTOR may assign to a person, firm or corporation not a party hereto, in whole or in part, any of its rights, privileges, duties or obligations under this Agreement without the written consent of the GOVERNMENT. Notwithstanding the other provisions hereof either EGPC or CONTRACTOR (or any of the Companies comprising CONTRACTOR) shall have the right to assign its rights, privileges, duties and obligations under this Agreement to an affiliated company provided that in all cases the assignee shall be as qualified as the assignor with respect to it technical and financial competence. Any assignment made pursuant to the provisions of this Article shall be free of any transfer or related taxes, charges or fees.
CONTRACTOR shall pay to EGC the sum of One Million (1,000,000) U.S. Dollars as a Production Bonus for the first time the rate of fifty thousand (50,000) barrels per day for a period of sixty (60) consecutive producing days.

CONTRACTOR shall also pay to EGC the sum of two million (2,000,000) U.S. Dollars as a Production Bonus when the average daily production reaches the rate of one hundred thousand (100,000) barrels per day for a period of sixty (60) consecutive producing days.

The above Production Bonuses shall neither be recovered nor annulled by CONTRACTOR.
7.2. Paragraph 3 of Article 1 of Annex “D” of the Original Agreement is hereby amended to read as follows:

(3) Employees Benefits

Operator's cost of established plans for employees group life insurance, hospitalization, pension, retirement, stock purchase, thrift and other costs, allowances and benefits of a like nature, costs under this paragraph 3 shall be 15% of the amount of salaries and wages chargeable under sub-paragraph 2 (a) of this Article for TRANSWORLD expatriate employees, and on a basis similar to that prevailing in oil companies operating in the A.R.E. for national employees.

8. Amendment of First Amendment

The third, fourth, fifth and sixth paragraphs of Section 7 of the First Amendment set out below are hereby deleted.

Each of the Transworld Egypt Companies hereby irrevocably appoints St. Joe Petroleum Egypt Corporation (herein referred to as "St. Joe") as its agent and attorney-in-fact with full power and authority to exercise all of its rights and privileges to represent all of its interest in the Agreement, including, without limitation, the power to execute all instruments and take all other action in its name and on its behalf in connection with the Agreement; and each such Company hereby ratifies and confirms all that St. Joe may do on its behalf as such agent and attorney-in-fact.

9. Amendment of Article IV (c)

Article IV (c) of the Agreement is hereby amended to read as follows:

(c) (1) Operator shall be responsible for the preparation and execution of the Work Program which shall be implemented in a work-manlike manner and consistent with good oil industry practices.

Transworld shall entrust the management of Operations in A.R.E. to its technically competent general manager.
Operations After Commercial Discovery

Upon Commercial Discovery, EGPC and CONTRACTOR shall form in the A.R.E. an operating company which shall be called OFFSHORE SHUKHEIR OIL COMPANY, hereinafter referred to as "OSOCO" or as "Operating Company". "OSOCO" shall be a non-profit Egyptian Corporation of the private sector and shall be subject to the laws and regulations in force in the A.R.E., to the extent that such laws and regulations are not inconsistent with the provisions of this Agreement or the Charter of "OSOCO"; however, "OSOCO" shall, for the purposes of this Agreement, be exempted from the following laws and regulations as now or hereafter amended or substituted:

--- Law No. 80 of 1947 on Exchange Control and its executive regulations, as amended;

--- Law No. 26 of 1954 on Companies as amended;

--- Law No. 141 of 1963 on Representation of Employees and Workers on the Boards of Companies.

--- Law No. 60 of 1971 on Public Institutions, as amended;

--- Law No. 61 of 1971 on the Staff Regulations of Public Companies, as amended;

--- Law No. 97 of 1976 organizing dealings in foreign currencies;

--- Presidential Decree No. 1868 of 1974 restricting some Contracts of Works of the Government to Public Institutions and Corporations and Public Sector Units.

The charter of "OSOCO" is hereto attached as Annex "E". Within thirty (30) days after the date of Commercial Discovery, the Charter shall take effect and "OSOCO" shall automatically come into existence, without any further procedures required.
(4) Ninety (90) days after the date "OSOCO" comes into existence in accordance with Paragraph (4) above, it shall prepare a Development Work Program and Budget for the remainder of the year in which the "Commercial Discovery" is made, and not later than the fifteenth (15th) of October of said year (or such other date as may be agreed upon) and the fifteenth (15th) of October of each year thereafter. "OSOCO" shall prepare an annual Production Schedule, Work Program and Budget for the succeeding year. The Production Schedule, Work Program and Budget shall be submitted to the Board of Directors for Approval.

(5) Not later than the twentieth (20th) day of each month "OSOCO" shall furnish CONTRACTOR a written estimate of its total cash requirements for expenditure for the first half and the second half of the succeeding month expressed in U.S. Dollars, having regard to the approved budget. Such estimate shall take into consideration any cash expected to be on hand at month's end. Payment for the appropriate period of such month shall be made to the correspondent bank designated in Paragraph (6) below on the first (1st) day and fifteenth (15th) day respectively, or the next following business day, if such day is not a business day.

(6) "OSOCO" is authorized to keep at its own disposal abroad in an account opened with a correspondent bank of the National Bank of Egypt, Cairo, the foreign funds advanced by CONTRACTOR.

Withdrawals from said account shall be used for payment for goods and services acquired abroad and for transferring to a local Egyptian Bank in the A.R.E. the required amounts to meet expenditures, in Egyptian Pounds, for "OSOCO" in connection with its activities under this Agreement and the conversion shall be made at the official rate of exchange.

Within thirty (30) days after the end of each Financial Year, "OSOCO" shall submit to the appropriate exchange control authorities in the A.R.E. a statement, duly certified by a recognized firm of auditors, showing the funds credited to that account, the disbursements made out of that account and the balance outstanding at the end of the year.
The Charter of OFFSHORE SHUKEIR OIL COMPANY is hereby incorporated as Annex "E" to the Agreement and shall be considered as having equal force and effect with the provisions of the Agreement as amended hereby.

10. Effective Date of Amendment

This Amendment shall not be effective or binding upon any of the parties hereto unless a law authorizing the Minister of Industry, Petroleum and Mining to sign said Amendment and giving of the Agreement, as amended hereby, full force and effect of law notwithstanding any countervailing governmental enactment, is issued and published in the Official Journal of the A.R.E. Except to the extent amended hereby, all of the terms and conditions of the Agreement as hereof amended, shall remain in force and effect this Amendment to the Original Agreement, as amended by the First Amendment, shall be in force and effect as a continuation and extension thereof from and after August 27, 1977.

IN WITNESS WHEREOF, this Amendment to the Agreement has been duly signed by the respective parties hereto as of the date first hereinafore set out.

FOR THE GOVERNMENT OF THE A.R.E.
MINISTER OF INDUSTRY, PETROLEUM, AND MINING

BY: __________________________

EGYPTIAN GENERAL PETROLEUM CORPORATION

BY: __________________________

President

GENERAL PETROLEUM COMPANY

BY: __________________________

President

TRANSWORLD EGYPT PETROLEUM CORPORATION

BY: __________________________

President

ST. JOE PETROLEUM EGYPT CORPORATION

BY: __________________________

President

CANDEL OIL (EGYPT) INC.

BY: __________________________

Attorney-in-fact

CITY PETROLEUM EGYPT COMPANY

BY: __________________________

Attorney-in-fact
ANNEX "E"
CHAIR OF
OFFSHORE SHUKHEIR OIL COMPANY

ARTICLE I

A joint stock company having the nationality of the ARAB REPUBLIC OF EGYPT shall be formed with the authorization of the Government in accordance with the provisions of the Agreement referred to below and of this Charter.

The Company shall be subject to all laws and regulations in force in the A.R.E., to the extent that such laws and regulations are not inconsistent with the provisions of this Charter and the Agreement referred to below.

ARTICLE II

The name of the Company is "OFFSHORE SHUKHEIR OIL COMPANY" abbreviated as "OSOCO".

ARTICLE III

The Head Office of OSOCO shall be in Cairo in the A.R.E.

ARTICLE IV

The object of OSOCO is to act as the agency through which EGPC and CONTRACTOR carry out and conduct the Development operations required in accordance with the provisions of the Agreement signed on the day of 19 by and between the ARAB REPUBLIC OF EGYPT, THE EGYPTIAN GENERAL PETROLEUM CORPORATION and CONTRACTOR covering Petroleum operations in the Area described therein.

OSOCO shall also be the agency to carry out and conduct Exploration operations after the date of Commercial Discovery pursuant to CONTRACTOR's Work Program and Budget approved in accordance with the Agreement.

OSOCO shall keep account of all costs, expenses and expenditures for such operations under the terms of the Agreement and Annex "D" thereto.

OSOCO shall not engage in any business or undertake any activity beyond performance of said operation unless otherwise agreed upon by EGPC and CONTRACTOR.
ARTICLE V

The authorized capital of OSOCO is twenty thousand Egyptian Pounds (L.E. 20,000) divided into four thousand (4,000) shares of common stock with a value of five Egyptian Pounds (L.E. 5) per share having equal voting rights, fully paid up and non-assessable. EGPC and CONTRACTOR shall each pay for, hold and own, throughout the life of OSOCO referred to above, one half (½) of the capital stock of OSOCO; provided that only in the event that either party should transfer or assign a percentage of all of its rights, title or interest in the entirety of the Agreement, may such transferring or assigning party transfer or assign any of the capital stock of OSOCO and, in that event, such transferring or assigning Party (and its successors and assigns) must transfer and assign a stock interest in OSOCO equal to the transferred or assigned percentage of ownership interest in the entirety of the Agreement.

ARTICLE VI

OSOCO shall not own any right, title, interest or estate in or under the Agreement or in any Exploitation Lease created thereunder or in any of the Petroleum produced from any Exploitation Lease area thereunder or in any of the assets, equipment or other property obtained or used in connection therewith, and shall not be obligated as a principal for the financing or performance of any of the duties or obligations of either EGPC or CONTRACTOR under the Agreement. OSOCO shall not make any profit from any source whatever.

ARTICLE VII

OSOCO shall be no more than an agent for EGPC and CONTRACTOR: Whenever it is indicated herein that OSOCO shall decide, take action or make a proposal and the like, it is understood that such decision or judgement the result of the decision or judgement of EGPC and CONTRACTOR, as may be required by the Agreement.

ARTICLE VIII

OSOCO shall have a board of Directors consisting of eight (8) members, four of whom shall be designated by EGPC from among the General Petroleum Company personnel to be loaned for the purpose and the other four (4) by CONTRACTOR. The Chairman shall be designated by EGPC and shall also be a Managing Director. CONTRACTOR shall designate the General Manager who shall also be a Managing Director.
ARTICLE IX

As of the Board of Directors shall be valid if a majority of the Directors are present and any decision at such meetings must have the affirmative vote of more of the Directors provided, however, that no more than six meetings in any calendar year may be held.

ARTICLE X

Meetings of the shareholders shall be valid if a majority of the capital stock of OSOCO is represented at any such meetings. Any decision taken at such meetings must have the affirmative vote of shareholders owing or representing a majority of the capital stock.

ARTICLE XI

All of Directors shall approve the regulations for terms and conditions of employment of the officers of OSOCO employed directly by OSOCO, signed thereto by CONTRACTOR and EGPC.

And shall, in due course, draw up By-Laws of and such By-Laws shall be effective upon being approved by a General Meeting of the Shareholders in accordance with the provisions of Article X hereof.

ARTICLE XII

shall come into existence within thirty (30) days of Commercial Discovery as provided for in the Agreement.

of OSOCO shall be for a period equal to that of the said Agreement.

be wound up and liquidated if the Agreement above is terminated for any reason as provided.

EGYPTIAN GENERAL PETROLEUM CORPORATION

By:

GENERAL PETROLEUM COMPANY

BY:

CONTRACTOR

By:

المادة العاشرة

تكون اجتماعات مجلس الإدارة ملزمة إذا حضرها أقلية أعضاء مجلس الإدارة وأي قرار يتخذ في هذه الاجتماعات لا يكون ملزما إلا إذا أفاد على سنة إذا اتسعت أو أكثر من أصوات الأعضاء، ويراعي أن أي عضو يعود له أن يمثل عضوا آخر ويستحسن اعتمادا عليه بناء على توكل صادره منه.

المادة الحادية عشرة

مصدر

يعتبر مجلس الإدارة اللواء الذي تشمل الشروط والاحكام الخاصة باستخدام موظفي أوسوكو الذين يستخدمهم مباشرة أو غير مباشرة في الشركة.

ويقوم مجلس الإدارة في الوقت المناسب بإعداد النظام الداخلي لأوسوكو وسرى هذا النظام بموجب الواقعة عليه في اجتماع الجمعية العمومية للأسهم فما لاحكام المادة العاشرة من هذا المقد.

المادة الثاني عشرة

تنشأ أوسوكو في مدى ثلاثين (30) يوما من تاريخ الاكتشاف التجاري على نحو محدد منصوص عليه في الاتفاقية.

 أجل شركة "أوسوكو" محدد بمدة مساوية لذل الاتفاقية من الصلاحيات.

تحل الشركة وتصبح إذا أنهى أجل الاتفاقية المذكورة لأسباب من الأسباب المنصوص عليها فيها.

المجلة المصرية للعامة للبتروول

عن

الشركة العامة للبتروول

عن

القابيل

سنة

البيئة العامة لتشون الطبع الأصولية

الجريدة الرسمية العدد 3 مكرر ء (ج) في 17 يناير سنة 1978
قانون رقم 138 لسنة 1974

بالتوافق مع وزارة البترول والشركة العامة للبترول، وشركة تأمينات البترول على تعديل الإتفاقية المبرمة بها، يوجب القانون رقم 61 لسنة 1966، فإن شئوب عهدي البترول، واستئنافا على الأحكام المقررة في مادة 41 بقريةbh.

اسم الشعب

رئيس الجمهورية

وفد مجلس الشعب آثاثًا، وقد أصدرت:

مادة 1 - يختص وزراء البترول في الاتفاق مع المؤسسة المصرية العامة للبترول والشركة العامة للبترول، وشركة تأمينات البترول على تعديل الإتفاقية المبرمة بها، يوجب القانون رقم 61 لسنة 1966، فإن شئوب عهدي البترول، واستئنافا على الأحكام المقررة في مادة 41 بقريةbh.

مادة 2 - تكون للأحكام الواردة بالشروط المرفقة قوة القانون وتكون نافذة باستثناء الأحكام الأخرى.

مادة 3 - ينشر هذا القانون في الجريدة الرسمية.

يتم هذا القانون بقرار البلدية، ويفقد قانون من قواته باستثناء الأحكام الأخرى.

صدور قانون الدولة في 14 ذو القعدة سنة 1394 (24 فبراير سنة 1974)

أبو السادات
تعديل لاتفاقية بترول
بين
حكومة جمهورية مصر العربية
و
مؤسسة المصري للبترول
و
شركة ترانسنورد للبترول

تتعهد هذه الاتفاقية، وعند التوقيع فيها في 1974 لاتفاقيات
بترول ويعزى نشأتها في هذا الاتفاقية، والاتصال بالوبوب
قانون رقم 50 لسنة 1973 ، بصرف إياه كل من حكومة جمهورية
المصرية (وبعثها) هذا الاتفاقية، والموافقة عليها. للمؤسسة
المصرية للبترول وهي شخصية ناشئة أنشأت بوجب القانون رقم 177
لسنة 1968 ، وبها مدعومة بتعديل (وبعدها) في هذا الاتفاقية، والتي
"المؤسسة") وشركة ترانسنورد للبترول، وهي شركة عامة تأسست (وبعدها
في هذا الاتفاقية، بتفصيل ("المؤسسة") التي تنازلت إليها المؤسسة وشركة
"المؤسسة هو شركة ملكية وممتدة وطوابع لقرون ولاية دولا وير
بالولايات المتحدة الأمريكية (وبعدها) في هذا التوقيع، إحياءً بتفصيل
"المؤسسة أو المتفق)

وحيث إن الاتفاقية تمنع المؤسسة وترانسنورد كطرفان، لبسط
من البترول وحالتها، على منطقة حسب البحرين والموارد والاتفاقيات،
والتي أصبحت مؤقتة في 28 أغسطس سنة 1973 بوجب القانون رقم 50
لسنة 1973

وحيث إن الأطراف ينبغي في إجراء تغييرات محددة على هذه
الاتفاقية

وإذا ما، فقد اتفقت الأطراف المذكورة على تعديل الاتفاقية وفقاً
لمبلي:

(1) تعديل المادة الثالثة: تعديل هذا التعديل الأغلبية (م)
من المادة الثالثة من الاتفاقية، وتسمى بالمشاريات (م) (ب) الآتية:
(م) (أ) يتضمن المفاوضات القانونية العامة (م) (ب) (ب) عدد الأطراف،
السياسي الخاصة بدراسة وانتشار على الدخل والأرباح أو أي
تفتخر الدخل أو الأرباح سواء لمما في ذلك القوائم

1. Amendment of Article III
Paragraph (c) of Article III of the Agreement is hereby deleted
and the following paragraphs (e) and (f) substituted therefor:

(c) Contractor shall be subject to the laws in force from
time to time of the A.R.E. and the political subdivisions
devolved as taxes or measured by income
or profits, including those imposed the commercial
and industrial profits tax, municipal tax, defense tax, and national security tax in income and dividends paid with respect to shareholders (hereinafter referred to as "A.R.E. Income Taxes"); and, except as otherwise provided in this Agreement, shall comply with the requirements of such laws with respect to the filing of returns, the assessment of tax, and the keeping for review by authorized persons of books and records. For these purposes, any A.R.E. Income Taxes for which Contractor’s shareholders may be liable shall be deemed to be a tax levied against Contractor. The share of GPC (as assignee of EGPC) of the Crude Oil determined under Article V includes an amount equal in value to all of Contractor's A.R.E. Income Taxes.

(2) For purposes of applying paragraph (e) (1) of this Article, the total taxable income of Contractor in respect of any Tax Year shall be an amount calculated as follows:

i) The total of the sums received by Contractor from the sale or other disposition of all Crude Oil acquired by Contractor pursuant to Article V, paragraphs (a) and (b);

LESS

a) The costs and expenses of Contractor which are allowed to be recovered in the Tax Year under paragraph (a) of Article V, and.

b) The amount paid by Contractor to GPC (as assignee of EGPC) pursuant to the second paragraph of Article V, paragraph (a) with respect to excess Cost Recovery Crude Oil received by Contractor;

PLUS

ii) An amount equal to Contractor’s A.R.E. Income Tax.

(3) GPC (as assignee of EGPC) shall assume, pay and discharge, on behalf of Contractor Contractor's A.R.E. Income Taxes out of the sums received by GPC (as assignee of EGPC) from the sale or other disposition of its share of the Crude Oil.

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(4) GPC (as assignee of EGPC) shall furnish to Contractor the proper official receipts evidencing the payment of Contractor's A.R.E. Income Taxes within one hundred fifty (150) days following the commencement of the next ensuing Tax Year. Such receipts shall be issued by the proper Tax Authorities and shall state the amount and other particulars customary for such receipts.

(5) In calculating its A.R.E. Income Taxes, GPC (as assignee of EGPC) shall be entitled to deduct royalties paid by GPC (as assignee of EGPC) to the GOVERNMENT and the A.R.E. Income Taxes of Contractor paid by GPC (as assignee of EGPC) on Contractor's behalf.

2. Amendment of Paragraphs (a) and (b) of Article IV:
Paragraphs (a) and (b) of Article IV of the Agreement are hereby amended to read as follows:

(a) TRANSWORLD shall commence exploration operations hereunder not later than six (6) months after the Effective Date. Not later than the end of the fifteenth (15) month after the Effective Date, TRANSWORLD shall start the offshore exploration drilling in the Area, and the drilling shall be continued till the end of the exploration period.

(b) TRANSWORLD shall spend a minimum of Two Million Six Hundred and Twenty Five Thousand (2,625,000) U.S. Dollars on exploration in the first two years and shall spend One Million Five Hundred Thousand (1,500,000) U.S. Dollars in each of the third and fourth years of the exploration period, subject to its right to surrender as provided below in this paragraph (b). TRANSWORLD shall be obligated to drill two exploration wells in the Area. If the expenditure by TRANSWORLD in the third year shall be less than the amount specified for such year, TRANSWORLD shall be obligated to expend the deficiency of such expenditure during the fourth year. In the event that the expenditure in any period or year hereinafore referred to shall be in excess of the amounts specified for such year, such excess shall be credited against the expenditure obligations of TRANSWORLD for any succeeding year or years.

(6) In calculation of Income Taxes, GPC (as assignee of EGPC) shall be entitled to deduct royalties paid by GPC (as assignee of EGPC) to the GOVERNMENT and the A.R.E. Income Taxes of Contractor paid by GPC (as assignee of EGPC) on Contractor's behalf.

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Paragraphs (a) and (b) of Article IV of the Agreement are hereby amended to read as follows:

(a) TRANSWORLD shall commence exploration operations hereunder not later than six (6) months after the Effective Date. Not later than the end of the fifteenth (15) month after the Effective Date, TRANSWORLD shall start the offshore exploration drilling in the Area, and the drilling shall be continued till the end of the exploration period.

(b) TRANSWORLD shall spend a minimum of Two Million Six Hundred and Twenty Five Thousand (2,625,000) U.S. Dollars on exploration in the first two years and shall spend One Million Five Hundred Thousand (1,500,000) U.S. Dollars in each of the third and fourth years of the exploration period, subject to its right to surrender as provided below in this paragraph (b). TRANSWORLD shall be obligated to drill two exploration wells in the Area. If the expenditure by TRANSWORLD in the third year shall be less than the amount specified for such year, TRANSWORLD shall be obligated to expend the deficiency of such expenditure during the fourth year. In the event that the expenditure in any period or year hereinafore referred to shall be in excess of the amounts specified for such year, such excess shall be credited against the expenditure obligations of TRANSWORLD for any succeeding year or years.

(6) In calculation of Income Taxes, GPC (as assignee of EGPC) shall be entitled to deduct royalties paid by GPC (as assignee of EGPC) to the GOVERNMENT and the A.R.E. Income Taxes of Contractor paid by GPC (as assignee of EGPC) on Contractor's behalf.

2. Amendment of Paragraphs (a) and (b) of Article IV:
Paragraphs (a) and (b) of Article IV of the Agreement are hereby amended to read as follows:

(a) TRANSWORLD shall commence exploration operations hereunder not later than six (6) months after the Effective Date. Not later than the end of the fifteenth (15) month after the Effective Date, TRANSWORLD shall start the offshore exploration drilling in the Area, and the drilling shall be continued till the end of the exploration period.

(b) TRANSWORLD shall spend a minimum of Two Million Six Hundred and Twenty Five Thousand (2,625,000) U.S. Dollars on exploration in the first two years and shall spend One Million Five Hundred Thousand (1,500,000) U.S. Dollars in each of the third and fourth years of the exploration period, subject to its right to surrender as provided below in this paragraph (b). TRANSWORLD shall be obligated to drill two exploration wells in the Area. If the expenditure by TRANSWORLD in the third year shall be less than the amount specified for such year, TRANSWORLD shall be obligated to expend the deficiency of such expenditure during the fourth year. In the event that the expenditure in any period or year hereinafore referred to shall be in excess of the amounts specified for such year, such excess shall be credited against the expenditure obligations of TRANSWORLD for any succeeding year or years.

(6) In calculation of Income Taxes, GPC (as assignee of EGPC) shall be entitled to deduct royalties paid by GPC (as assignee of EGPC) to the GOVERNMENT and the A.R.E. Income Taxes of Contractor paid by GPC (as assignee of EGPC) on Contractor's behalf.
In case Contractor surrenders its exploration obligations in a contract as set forth above before or at the end of the second (2nd) year of the initial exploration period, having expended less than the total sum of two Million Six Hundred Twenty Five Thousand (2,625,000) U.S. Dollars on exploration, and the event at the end of the second (2nd) year Contractor as expended less than said sum in the Area, an amount equal to the difference between the said Two Million Six Hundred Twenty Five Thousand (2,625,000) U.S. Dollars and the amount actually spent on exploration activities shall be paid by Contractor to EGPC at the time of surrendering or in three (3) months from the end of the second (2nd) year of the initial exploration period, as the case may be. An indeterminate deficiency by Contractor at the end of the Fourth (4th) year in case of surrender at the end of the third year for the reasons just noted shall, similarly, result in a payment by Contractor to EGPC of such deficiency. Provided this Agreement is still in effect, Contractor, Contractor be entitled to recover any such payments as exploration expenditure in the manner provided for under Article V in the event of development of Commercial production.

Amendment of second Paragraph of Article V/A
Paragraph (4) of Article V/A is hereby amended to read as follows:

TRANSWORLD shall pay four (40) percent of the oil produced plus its share as stipulated in Paragraph (2) of this Article V and shall pay to EGPC within sixty (60) days from the end of each quarter in cash and in U.S. Dollars, the difference between the value of the oil received and the actual operating costs to be recovered for the quarter.

Amendment of Paragraph (4) of Article V
Paragraph (4) of Article V is hereby amended to read as follows:

TRANSWORLD shall, during each year, take, receive and freely export its share of crude oil under Paragraph (4) of this Article V, as well as the forty (40) percent of the crude oil to recover the operating costs. The value of such excess quantity over that actually supplied to TRANSWORLD shall be paid in cash and in U.S. Dollars to EGPC by TRANSWORLD within sixty (60) days from the end of each quarter.
6. Amendment of Third Paragraph of Article II

The Third Paragraph of Article II of the Agreement is hereby amended as follows:

"6. The remaining daily (80%) percent of crude oil shall be purchased at any time within the period covered by the agreement and the remaining (20%) percent shall be delivered for the purposes of the agreement for the purpose of safeguarding the interests of the contracting parties."
Transworld Egypt Petroleum Corporation 20%
St. Joe Petroleum Egypt Corporation 20%
Candel Oil (Egypt) Inc. 20%
City Petroleum Egypt Company 40%

Notwithstanding such assignment, Transworld Petroleum Corporation shall remain liable, jointly and severally with the Transworld Egypt Companies, for the performance of all of the obligations of Transworld under the Agreement.

Each of the Transworld Egypt Companies hereby irrevocably appoints St. Joe Petroleum Egypt Corporation (herein referred to as “St. Joe”) as its agent and attorney-in-fact with full power and authority to execute all of its rights and privileges and to represent all of its interests in the Agreement, including, without limitation, the power to execute all instruments and take all other action in its name and on its behalf in connection with the Agreement; and each such Company hereby ratifies and confirms all that St. Joe may do on its behalf as such agent and attorney-in-fact. Each of the Transworld Egypt Companies agrees to appoint the general manager and the deputy general manager of St. Joe as its general manager and deputy general manager, respectively, and agrees to maintain an office in the A.R.E. The Government and EGPC shall be entitled to deal exclusively with St. Joe and its general manager and deputy general manager in connection with all matters affecting the Transworld Egypt Companies or any of them, and each of the Transworld Egypt Companies shall be bound by all that St. Joe or such general manager or deputy general manager may do on its behalf. From and after the effective date of this Amendment the terms “Transworld”, “Operator” and “Contractor” where used in the Agreement, as amended hereby, shall be deemed to include the Transworld Egypt Companies. By executing the acceptance of assignment at the foot of this Amendment each of Transworld Petroleum Corporation and the Transworld Egypt Companies hereby, jointly and
severely, agrees to be bound by all covenants contained in the Agreement, as amended hereby. The Government and EGPC and GPC hereby consent to the foregoing assignment of the interests of Transworld Petroleum Corporation to the Transworld Egypt Group. GPC agrees (as assignee of EGPC) that receipts for A.R.E. Income Taxes determined pursuant to Article III, paragraph (e) of the Agreement shall be in the respective names of the Transworld Egypt Companies, as their respective interests appear.

6. Effective Date of Amendment

This Amendment shall not be effective or binding upon any of the parties hereto unless a law authorizing the Minister of Petroleum to sign said Amendment and giving Article III of the Agreement, as amended hereby, full force and effect as of law notwithstanding any countervailing governmental enactment, is issued and published in the Official Journal of the A.R.E. Except to the extent amended hereby, all of the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Agreement has been duly signed by the respective parties hereto as of the date first hereinafore set out.

EGYPTIAN GENERAL PETROLEUM CORPORATION
BY: ___________________________
GENERAL PETROLEUM COMPANY
BY: ___________________________
TRANSWORLD PETROLEUM CORPORATION
BY: ___________________________
 FOR THE GOVERNMENT OF THE A.R.E. MINISTER OF PETROLEUM

The undersigned hereby accept the foregoing assignment of the interests of Transworld Petroleum Corporation in the Agreement and hereby jointly and severally agree to be bound by all of the covenants contained in the Agreement as amended hereby:

TRANSWORLD EGYPT PETROLEUM CORPORATION
BY: ___________________________
President

ST. JOE PETROLEUM EGYPT CORPORATION
BY: ___________________________
President

CANDEL OIL (EGYPT) INC.
BY: ___________________________
Attorney-in-fact

CITY PETROLEUM EGYPT COMPANY
BY: ___________________________
Attorney-in-fact
ANNEX "G"

LETTER OF GUARANTY

Cairo, 197

LETTER OF GUARANTY NO.

EGYPTIAN GENERAL PETROLEUM CORPORATION

C horn,

The Undersigned, Banque Misr, Cairo, as Guarantor, hereby warrants to the Egyptian General Petroleum Corporation (hereinafter referred to as EGPC) to the limit of Two Million Six Hundred and Twenty-Five Thousand (2,625,000) Dollars in U.S. currency the performance by Transworld Egypt Group (hereinafter referred to as Contractor) of its obligations required for exploration operations to spend a minimum of Two Million Six Hundred Twenty-Five Thousand (2,625,000) U.S. Dollars during the initial two (2) years of the exploration period under Article IV of that certain Concession Agreement between the Arab Republic of Egypt (hereinafter referred to as A.R.E.), EGPC, General Petroleum Corporation (hereinafter referred to as GPC), as assignees of EGPC, and Contractor as assignee of Transworld Petroleum Corporation, dated August 28, 1973, as amended, 1974.

It is understood that this Guaranty and the liability of the Guarantor under shall be reduced quarterly, during the period of expenditure of said Two Million Six Hundred Twenty-Five Thousand (2,625,000) U.S. Dollars by the amount of money expended by Contractor for such exploration operations during each such quarter. Each such reduction shall be established by the joint written statement of EGPC and Contractor.

In the event of a claim by EGPC of non-performance or surrender of the Agreement on the part of Contractor prior to the fulfillment of said minimum expenditure obligation under Article IV of the Agreement, as amended, there shall be no liability on the undersigned Guarantor for payment to EGPC unless and until such liability has been established by written statement of EGPC setting forth the amount due under the Agreement.

In case a claim is made by EGPC of non-performance or surrender of the Agreement on the part of Contractor prior to the fulfillment of said minimum expenditure obligation under Article IV of the Agreement, as amended, there shall be no liability on the undersigned Guarantor for payment to EGPC unless and until such liability has been established by written statement of EGPC setting forth the amount due under the Agreement.

In case a claim is made by EGPC of non-performance or surrender of the Agreement on the part of Contractor prior to the fulfillment of said minimum expenditure obligation under Article IV of the Agreement, as amended, there shall be no liability on the undersigned Guarantor for payment to EGPC unless and until such liability has been established by written statement of EGPC setting forth the amount due under the Agreement.

In case a claim is made by EGPC of non-performance or surrender of the Agreement on the part of Contractor prior to the fulfillment of said minimum expenditure obligation under Article IV of the Agreement, as amended, there shall be no liability on the undersigned Guarantor for payment to EGPC unless and until such liability has been established by written statement of EGPC setting forth the amount due under the Agreement.
It is further condition of this Letter of Guaranty that:

1. This Letter of Guaranty will become available only provided that the Guarantor will have been informed in writing by Contractor and EGPC that the amendment to the Agreement between Contractor, A.R.E. and EGPC has become effective according to its terms, and said Guaranty shall become effective on the Effective Date of said Agreement, i.e. August 28, 1973.

2. This Letter of Guaranty shall, in any event, automatically expire:
   a) Two (2) years and six (6) months after the date the Agreement becomes effective, i.e. August 28, 1973, or
   b) At such time as the total of the amounts shown on quarterly joint statements of EGPC and Contractor equals or exceeds the amount of said minimum expenditure obligation, whichever is earlier.

3. Consequently, any claim in respect thereof should be made to the Guarantor prior to either of said expiration date at the latest accompanied by EGPC’s written statement, setting forth the amount of under expenditure by Contractor to the effect that:
   a) Contractor has failed to perform its expenditure obligations referred to in this Guaranty, and
   b) has failed to pay the expenditure deficiency to EGPC.

We declare that on issuing this Guaranty we did not exceed the limit of total Guaranties which we are entitled to issue as per Ministry of Economy’s letter No. 19 dated 19.

Please return to us this Letter of Guaranty in the event it does not become effective, or upon the expiry date.

Yours faithfully,
For the Bank

Accountant Manager
قانون رقم 33 لسنة 1973 بالترخيص لوزير البترول والثروة المعدنية في التعاقد مع شركة رأس السدرة للبترول والمؤسسة المصرية العامة للبترول في شأن استئجار البترول واستغلاله في منطقة شمالي البحرية.

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قانون رقم 20 لسنة 1973

بالترخيص لوزير البترول والثروة المعدنية في التعاقد مع شركة "رامسويد للبترول" والمؤسسة المصرية العامة للبترول في شأن البحث عن البترول واستغلاله في منطقة شعير البحرية

يأمَّن الشعب

رئيس الجمهورية

قرار مجلس الشعب القانون الآتي نصه، وقد أصدنه:

مادة 1 - يخصص لوزير البترول والثروة المعدنية في منح امتياز البحث عن البترول وكمية واتخاذه إلى المؤسسة المصرية العامة للبترول وكذلك في التعاقد مع شركة "رامسويد للبترول" التعاون في تنمية البترول بصفتها موقعاً للبحث عن البترول ونقيته وإنتاجه في منطقة شعير البحرية وذلك بالشروط والأوضاع المبينة في العقد المرافق.

مادة 2 - تكون للأحكام الواردة في المراد 3، 4، 11، 12، 17، 18، 21، 22 من الشروط المرافقة قوة القانون وتكون نافذة بالاستناد إلى أحكام قوانين الضرائب والانذار والاستيراد والتصدير والمحارك والخانج والشركات.

مادة 3 - ينشر هذا القانون في الجريدة الرسمية.

يصدر هذا القانون يقضي الدولة، وينفذ كقانون من قواينها 6 مصرف رئيس الجمهورية في 15 1482 (15 أغسطس سنة 1973).

أمور السادس
PETROLEUM AGREEMENT

BETWEEN

Government of Arab Republic of Egypt
and

Egyptian General Petroleum Corporation
and

Transworld Petroleum Corporation

This Agreement, made and entered into on this

day of —— by and between the GOVERNMENT OF
THE ARAB REPUBLIC OF EGYPT (hereinafter referred to as
the “GOVERNMENT”), the EGYPTIAN GENERAL PETROLUM
CORPORATION, a legal entity created by Law No. 167
of 1952, as amended, (hereinafter referred to as “EGPC”) and
TRANSWORLD PETROLEUM CORPORATION, a company
organized and existing under the Law of U.S.A. (hereinafter re-
ferred to as “TRANSWORLD”)

WITNESSETH

WHEREAS, Law No. 66 of 1953, as amended, established
all raw materials, including petroleum existing in mines
and quarries in A.E., including the territorial waters, are the
property of the State; and

WHEREAS, EGPC have applied for a concession for the
exploration, development and production of petroleum in and
throughout the area described in Article II and shown in Annex
“A”, which is attached hereto and made a part hereof; and

WHEREAS, TRANSWORLD agrees to undertake its obliga-
tions provided herinafter as a CONTRACTOR; and

WHEREAS, the Government desires hereby to grant such
concession; and

WHEREAS, the Minister of Petroleum and Mineral Wealth:
pursuant to the provisions of Law No. 56 of 1955, may enter into
a concession agreement with EGPC and TRANSWORLD as
contractor for the petroleum operations in Shukor Marine area
hereinafter referred to.
Now, therefore, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

"Exploration" shall include such geological, geophysical, aerial and other surveys as may be appropriate in the judgment of the Operator and the drilling of such shot holes, bore holes, stratigraphic test holes for the discovery or production of petroleum and other holes and wells, and the purchase or acquisition of such supplies, materials and equipment therefor, all as the Operator may deem to be proper and necessary. The verb "explore" means the act of conducting exploration.

Development shall include the drilling, deepening, plugging back, completing and equipping of such wells, the installation of such equipment, lines and systems and the conducting of such other activities as, in the judgment of the Operator, may be necessary, consistent with sound oil field and good economic practices.

"Producing" shall include such activities in the Arab Republic of Egypt, including the construction and use of plants and facilities, as may be necessary in the judgment of the Operator for producing and operating the wells drilled by the Operator in the Area and for taking, saving, gathering, handling, storing, repressuring, recycling and other incidental recovery projects, flaring, transporting and delivering petroleum.

Petroleum means liquid crude oil of various densities, and petroleum such as asphalt, ozokerite, petrolierous, sand and petroleum shale, gas, casing-head gas and all other hydrocarbon substances that may be found in, and produced, otherwise obtained, and saved from the Area under this agreement, and all substances that may be extracted therefrom.

Liquid crude oil or "Crude Oil" means any hydrocarbon produced from the Area which is in a liquid state at the wellhead or lease separator or which is extracted from the gas or casinghead gas in a plant. Such term includes distillate and condensate.
(f) "Gas" is natural gas and all of its constituent elements produced from any well in the Area and all nonhydrocarbon substances therein. Said term shall include residue gas.

(g) A "barrel shall consist of forty two (42) U.S. Gallons, liquid measure, corrected to a temperature of sixty degree (60°) Fahrenheit.

(h) "Commercial Discovery" means a producing structure or any other trap on which two wells have been drilled and each well has been subjected to a consecutive thirty (30) day production test, conducted in accordance with sound production practices, and verified by ECPC with the result that the sum of the average rate of production of each of the two wells during such test amounts to not less than One Thousand Five Hundred (1500) barrels of oil per day if produced from producing interval the top of which is located not more than One Thousand (1000) meters deep from the sea level, or One Thousand Nine Hundred (1900) barrels of oil per day if the top of the producing interval is located below One Thousand (1000) meters from the sea level but not more than Two Thousand (2000) meters deep from the sea level, or Two Thousand Two Hundred and Fifty (2250) barrels of oil per day if the top of the producing interval is located below Two Thousand (2000) meters from the sea level, but not more than Two Thousand Five Hundred (2500) meters deep from the sea level, or Two Thousand Eight Hundred (2800) barrels of oil per day if the top of the producing interval is below Two Thousand Five Hundred (2500) meters from the sea level.

The date of "Commercial Discovery" is the date on which such wells were completed and tested according to the above.

(i) "A.R.E." means ARAB REPUBLIC OF EGYPT.

(j) "Effective Date" means the date on which this Agreement signed by ECPC, TRANSWORLD and the GOVERNMENT, is published in the A.R.E. Official Journal.

(k) "Year" means a period of twelve (12) months according to the Gregorian Calendar.

(l) "Calendar Year" means the period from January 1 to December 31, both inclusive, according to the Gregorian Calendar.
The Financial Year means the Government's financial year ending on January 1st and ending on December 31st, both dates being inclusive.

The Tax Year means the period of twelve (12) months ending on the Gregorian Calendar for which any income, tax or other tax of the Government is assessable or chargeable according to any applicable law, regulation or decree of the Government.

"Operator" means TRANSWORLD from the Effective Date of this Agreement until the expiration date of this Agreement or sooner. TRANSWORLD shall be referred to under this Agreement as either TRANSWORLD or "Operator".

"Affiliated Company" means a company:

The share capital, conferring majority of votes at the stockholders' meetings of such company, of which is owned directly or indirectly by a party hereeto;

Which is the owner directly or indirectly of share capital conferring a majority of votes at stockholders' meetings of a party hereeto;

Those share capital conferring a majority of votes at stockholders' meetings of such company and the share capital conferring a majority of votes at stockholders' meetings of a party hereeto are owned directly or indirectly by the same company.

ARTICLE II

ANNEXES TO THE AGREEMENT

Annexes "A" and "B" to this Agreement are hereby incorporated, and they shall be considered as having equal effect with the provisions of this Agreement.

"A" is a description of the area covered and affected by this Agreement, hereinafter referred to as the "Area".

"B" is a map on a scale of 1:100,000, indicating the said area and affected by this Agreement and described in Annexes "A" and "B".
Appendix "D" is a Letter of Guarantee duly authorized and issued by an approved Egyptian Bank for the sum of One Million One Hundred and Twenty Five Thousand (1,125,000) U.S. Dollars guaranteeing the execution of the exploration program for the initial exploration period. Such Letter of Guarantee shall be submitted to EGPC within fifteen (15) days commencing from the date on which TRANSWORLD is notified that the Minister of Petroleum and Mineral Wealth is authorized to sign this Agreement and such Letter of Guarantee shall remain effective for six months after the end of the first year.

Appendix "D" is the accounting procedure referred to in Article XI.

ARTICLE III
GRANT OF RIGHTS AND TERMS

The Government hereby grants EGPC and TRANSWORLD as a contractor, subject to the terms, covenants and conditions set out in this Agreement which insofar as they may contradict with any provision of Law No. 66 of 1953, as amended, shall have the force of law, an exclusive concession in and to the Area as follows:

(c) The Government shall own and be entitled as hereinafter provided, to a royalty as provided for in Article V (a) in cash or in kind of Twelve and One-Half (12.5%) percent of the total quantity of petroleum produced and saved from the Area during the development period including renewal. Said royalty shall be borne and paid by EGPC.

(b) An exploration period of four (4) years shall start from the Effective Date. The Agreement shall be terminated if no Commercial Discovery is established by the end of the fourth year of the exploration period.

(c) A development period for fifteen (15) years shall start from the date of Commercial Discovery, when the whole Area shall be converted into the exploitation lease without the issuance of any additional legal instrument or permission. Development operations shall immediately be started by the Operator and at least one drilling rig shall be used continuously till the field is fully developed. In the event no commercial production of petroleum is established in the Area as indicated under Article II within three (3) years from the date of Commercial Discovery, the Area shall be surrendered. The development period may be renewed for an additional period of ten (10) years at the option of TRANSWORLD.
TRANSWORLD shall carry the risk of all the costs and expenses required in carrying out all the operations under this Agreement and therefore have an economic interest in the development of the petroleum deposits in the Area. Such costs and expenses shall be recoverable as provided in Article V. During the term of this Agreement and its renewal the total production achieved in the conduct of such operations shall be divided between EPC and TRANSWORLD in accordance with the provisions of Article V.

TRANSWORLD shall be exempted from the income tax and all other taxes in the A.R.E. except purchase taxes included in prices of purchases in the local market, and duties paid to the Government for actual services rendered.

ARTICLE IV

WORK PROGRAM, EXPENDITURES AND MANAGEMENT OF OPERATION

TRANSWORLD shall commence exploration operations not later than six (6) months after the Effective Date. Not later than the end of the ninth (9) month after the Effective Date, TRANSWORLD shall start offshore exploration drilling in the Area, and the drilling shall be continued till the end of the exploration period.

TRANSWORLD shall spend a minimum of One Million One Hundred and Twenty Five Thousand (1,125,000) U.S. Dollars on exploration in the first year and shall spend One Million Five Hundred Thousand (1,500,000) U.S. Dollars in each of the second, third and fourth years of the exploration period.

The expenditure by TRANSWORLD in any year after the first year referred to above, except for the amounts specified for such year TRANSWORLD shall be obligated to expend the deficiency of such expenditures during the next succeeding year. In the event that the expenditure in any period or year referred to above is less than the amounts specified for such year, such excess shall be credited against the expenditure obligations of TRANSWORLD for any succeeding year or years.

In case TRANSWORLD surrenders its obligations in this Agreement before or at the end of the first year of the exploration period or before or at the end of any succeeding year and TRANSWORLD did not spend the amount specified above for each year by the end of such year in which the surrender has been made on exploration in the Area, an amount equal to the deficiency shall be paid by TRANSWORLD to EPC at the time of surrendering.

(1) transworld ولد تقع جميع المكافآت والمساهمات الأخرى للأعمال المقترنة هذه الاتفاقية، وما تكون لها مسؤولية اقتصادية في قيمة الأموال الترازية في المنطقة. وهذه المكافآت والمساهمات تكون تقريةًا للشركة، والشركة تتحمل المسؤولية

وتحصل بذلك هذه الاتفاقية، وكذلك البلدان الأخرى، يتعدد التحقيق من هذه العملات بين المؤسسة وترازورد ولا تزود وترازورد

(2) تتم ترازورد من ضريبة الدخل وجميع الضرائب الأخرى في جمهورية مصر العربية، وذلك في إطار الشريحة الداخلية في جميع الشركات من السوق المحلية، والرسوم الموافقة للحكومة.

(3) تتم أوامر الأبر 1

(المادة الرابعة)

براغ العمل والإنتاج وإدارة العمليات

(1) تتم ترازورد عملاء البنود المشغلة بهذا الاتفاقية فلنقضاء سنة (1) أشهر من تاريخ اتفاقية ترازورد وبدا عمليات الحفر في المنطقة قبل انتهاء سنة (2) أشهر من تاريخ الاتفاقية وعند انتهاء السنة.

(2) تتم ترازورد من البنود في السنة الأولى ماليًا على مليون ومائة وخمسة عشر ألف (1,050,000) دولار من الولايات المتحدة الأمريكية، وتتم المبالغة في السنة الثانية (2,000,000) دولار من الولايات المتحدة في كل سنة من السنوات الثلاث والثانية والثالثة.

وإذا كان مقدار ما تتفق على ترازورد في سنة بعد السنة الأولى متقدمًا إلى النقل في المستحقات فإن ترازورد يكون مترقًا أن تتفق أمانة الحق في هذا الاتفاقية خلال السنة الثالثة، وإذا كان الاتفاق في أي سنة أو سنوات من السنوات المذكورة أعلاه، فهذه الرتبة تثبيت في الترازورد في أي سنة أو سنوات.

وفي حالة ما إذا أتمت ترازورد أو تعاملت بهذه الاتفاقية قبل أو بعد نهاية السنة الأولى من تدريب البنود أو قبل أو بعد نهاية السنة الثانية، لم تكن ترازورد قد أتمت على البنود في السنة السنة التي تحل فيها.rnn
At least three (3) months prior to the beginning of each quarter or at such other times as otherwise mutually agreed by EGPC and TRANSWORLD, TRANSWORLD shall prepare and submit for approval of EGPC a Work Program and Budget for the Area setting forth the Petroleum Operations which TRANSWORLD proposes to carry out during the ensuing year. The aforementioned Work Program may be revised and/or modified in case of need with the approval of EGPC.

TRANSWORLD shall advance all necessary funds and purchase all materials, equipment and supplies required to be purchased or contracted for exploration, development, producing and other petroleum operations pursuant to the Work Program and EGPC shall not be responsible, bear or repay any of aforesaid costs.

Operator shall be responsible for the preparation and execution of the Work Program which shall be implemented in a workmanlike manner and consistent with good industry practices.

TRANSWORLD shall entrust the management of Operations in A.R.E. to its technically competent general manager, On Commercial Discovery, TRANSWORLD and EGPC shall appoint an Operating Committee of six members, three of them to be designated by each Party.

The Chairman of the Operating Committee, who shall also be a Managing Director, shall be designated by EGPC. The General Manager, who shall also be a Managing Director and Chief Executive of the Committee shall be designated by TRANSWORLD. The Operating Committee shall have the authority and responsibility in executing all matters concerning this Agreement. In case of differences which cannot be mutually settled, the matter shall be referred to the two Parties.

Operator shall supply EGPC at the end of every quarter with a list of costs incurred and proceeds received by the Operator during such quarter, and necessary supporting documents to be available for inspection by EGPC at any time during regular working hours. Within three (3) months from the date of receiving each list, EGPC shall advise the Operator in writing if it considers (a) that the record of costs and/or proceeds are not correct, (b) that the cost of goods or services supplied are not in line with the international market prices for goods or services supplied, provided however that purchases made and services performed within the A.R.E. shall be subject to Article XXIII, or (c) that the condition of the materials furnished by the Operator does not tally with their estimated prices, or (d) that the
the Shurud are not required for operations. Operator
will confer with EGPC in connection with the problem
presented and parties shall attempt to reach a settle-
ment which is mutually satisfactory. If within the time
of the three (3) months period provided for in this
paragraph, EGPC has not advised the Operator of its
intention to any list, such list shall be considered as approved.

Commercial Discovery, settlement of all expenditures
1 be the responsibility of the general manager and the
city general manager, with the right of EGPC to audit
expenditures in accordance with paragraph (f) of this

ANSWORLD shall supply from abroad all funds neces-
sary for the operations under this Agreement in freely
moveable currency and whenever they require payment in
ports currency the conversion shall be made at the
1 banks in A.R.E. according to A.R.E. regulations.

ARTICLE V

RECOVERY OF COSTS AND EXPENSES

ANSWORLD shall recover all costs and expenses appro-
by EGPC as stipulated in paragraphs (f) and (g) of
icle IV above in respect of all the operations under this
ement, to the extent and out of amount not ex-
limit, whatsoever, an amount equal to 100% of Crude
Currency and not used in petroleum operations, and
reducting Government royalty. Subject to the above
vironment, recovery of exploration expenditures shall
in a period of five years and development and produc-
expenditures in a period of ten years. The recovery
both exploration, development and producing expendi-
tures shall be evenly distributed over the above periods.
However, if TRANSWORLD is unable to recover such ex-
ditures at a rate not exceeding twenty (20) percent per
um of total exploration expenditures or ten (10) percent
tal development and producing expenditures, such per-
thall be extended for such time as to permit recovery at
ate rates. Development expenditures (Article 1(b))
include all production facilities and plants. Other
aining expenses shall be recovered in the year incurred.
TRANSWORLD shall take each year forty (40%) percent of all crude oil produced plus its share as stipulated in paragraph (b) of this Article V and shall pay to EGPC within sixty (60) days from the end of such year in cash and in U.S. Dollars, the difference between the value of the oil received and the actual operating costs at the end of the year.

Exploration, Development or Production cost shall only include expenditures incurred in the execution of operations and shall not include interest on investment.

(b) Of the remaining sixty (60) percent of crude oil, EGPC shall be entitled to take and receive seventy five (75) percent and TRANSWORLD shall be entitled to take and receive twenty five (25) percent, provided that the averaged daily production of sixty (60) consecutive days reaches fifty thousand (50,000) barrels of crude oil per day. However, in the event that the averaged daily production of sixty (60) consecutive days is less than fifty thousand (50,000) barrels of crude oil per day, the above referred share shall be seventy two and one-half (72.5) percent to EGPC and twenty seven and one-half (27.5) percent to TRANSWORLD.

It is agreed that once the averaged daily production of sixty (60) consecutive days reaches fifty thousand (50,000) barrels of crude oil, the share of EGPC (75%) and TRANSWORLD (25%) shall remain in effect throughout the duration of the Agreement and any renewal.

c) For purposes of evaluating the quantity of crude oil delivered to TRANSWORLD during each six-month period to recover operating cost, the weighted average price realized in free convertible currency by either EGPC or TRANSWORLD, whichever higher, to nonaffiliated companies during such six (6) months shall be used. It should, however, be clearly understood that such price may be adjusted if necessary after giving due consideration to destination.

(d) i. TRANSWORLD shall, during each year, take, receive and freely export its share of crude oil under paragraph (b) of this Article V, as well as the forty (40%) percent of the crude oil to recover the operating cost. The value of any excess quantity over that actually entitled to TRANSWORLD shall be paid in cash to EGPC by TRANSWORLD within sixty (60) days from the end of such year.
EGPC and TRANSWORLD may freely export their respective shares of crude oil and gas from the A.R.E. without the necessity of a licence or other special formalities, and all such exports shall be exempt from customs duties and export taxes.

Article VI

EGPC'S TITLE TO ASSETS

C shall be the owner of all Assets created or used in connection with the Operations carried out by the Operator in accordance with the following:

Land and fixed assets shall become the property of EGPC as soon as they are acquired.

Movable Assets assigned to the performance of this Agreement shall become the property of the Operator when they are used for petroleum operations in a permanent manner or partly depreciable and their total cost should then be charged to the operations and is to be recovered by TRANSWORLD as outlined in Article V.
Movable Assets used only temporarily and not fully depreciated shall remain the property of TRANSWORLD provided that EGPC's approval is obtained in respect of their use on a temporary basis and that only their depreciation for the given period is charged to the operations and included in the cost. It is understood that such temporarily used assets may be reexported by the Operator subject to EGPC approval.

The book value of the Assets created during each calendar year shall be communicated to EGPC by the end of each quarter.

b) During the term of this Agreement and its renewal the Operator is entitled to full use, in the Agreement Area, of all fixed and movable assets as defined above and EGPC shall not dispose of the same except with mutual agreement.

ARTICLE VII
COMPENSATION FOR DATA

TRANSWORLD shall pay EGPC in compensation for seismic and well information concerning the Area now held by EGPC and to be passed on to TRANSWORLD, the sum of One Hundred and Twenty Five Thousand (125,000) U.S. Dollars within thirty (30) days after the Effective Date. The aforementioned amount shall be included as a part of the minimum exploration expenditure for the first year of the exploration period.

ARTICLE VIII
OFFICE AND SERVICE OF NOTICE

TRANSWORLD shall maintain an office in the A.E. at which notices shall be validly served.

The general manager and deputy general manager shall be entrusted by TRANSWORLD with sufficient power to carry out immediately and comply with all local written directions given to him by the Government or its representatives under the terms of this Agreement or any lawful regulations issued thereafter to be issued which are applicable hereunder.

All matters shall be deemed to be validly served which are sent at such office or which are sent there to by registered mail.

(9) محتوى الماده السابعة

اللغة العربية

لا يمكن التخلص من الأموال الموقعة التي تستخدم بصفة مؤقتة ولا تزال قيمتها الكاملة تتضمن ما إذا ترشورا بمجرد الحصول على موافقة المؤسسة بشأن استخدام هذه الأموال على أساس مقبول.

وأن يلتزم البائعين بدفع مبلغ مساو للمؤسسة في حالة تعديل هذه الأصول بقيمة مؤقتة وذالك دون قيد.

وينص إخبار المؤسسة في نهاية كل عام على المدة المشرفة للأصول التي تم إيجادها خلال كل سنة ميلادية.

(1) خلال مدة سريان هذه الاتفاقية وكذلك خلال مدة التدقيق، يكون للنظام المتبقي من الاستخدام الكامل في نطاق منطقة الاتفاقية كأعمال الإيرادات والمبايعات كما هو موضح باللغة.

وألا يكون للمؤسسة الحق في التصرف في هذه الأصول إلا بأتفاق الطرفين.

(المادة السابعة)

منحة البيانات

(1) تبلغ ترسوريد مبلغ مقاولة رمزي وحوالي ألف (1500) دولار من دولايات الولايات المتحدة الأمريكية في عقود ثلاثين (30) يوما من تاريخ بناء مرجع الاتفاقية وذلك مقابل البيانات المجهزة وبيانات الاسترداد ليتم توقيع المعطيات في موعد معين.

والمبلغ المذكور إذا سما تجاوز المدة الأولى من فترة البحث.

(المادة السابعة)

المنحة المتبادلة

وأن تشتريAN أن تكملها في جمهورية مصر الامريكية، ويكون تبنيها

إحترامًا فيما إذا أرسلت إلى هذا المكتب.

وألا ترسوريد أن تمسح إلى المربع المتبقي والمدى العام بالسلطات المالية. حيث يقومون بدور تحديد الحالة المثلية للكلية المذكورة في النص السابق وفقًا للشروط هنا.

يجب أن يكون الفصل القانوني كافية لتأخذها تصرفها بما يضمن هذه الاتفاقية وكذلك

يجب تأجيل أو تعديل قانونية كافية لتأخذها تصرفها بما يضمن هذه الاتفاقية.

(المادة السابعة)
ARTICLE IX

MEASUREMENTS OF PETROLEUM AND PREVENTION OF LOSS

The Government shall take all necessary measures to prevent the loss of petroleum and the waste of petroleum products. The Government shall also take all necessary steps to prevent the occurrence of any accidents or incidents that may result in the loss of petroleum or petroleum products.

The Government shall ensure that all petroleum wells are drilled, operated, and maintained in a manner that prevents any loss of petroleum. The Government shall also ensure that all petroleum products are handled and stored in a manner that prevents any loss.

The Government shall have the right to inspect all petroleum wells and facilities at any time. The Government shall also have the right to require any operator to submit reports on the operation and maintenance of all petroleum wells and facilities.

The Government shall have the right to impose fines and penalties on any person or entity that violates any of the provisions of this article.

The Government shall also have the right to requires any operator to take any necessary steps to prevent any loss of petroleum or petroleum products.
ARTICLE X
CUSTOMS EXEMPTIONS

a) EGPC, TRANSWORLD and their contractors and sub-contractors engaged in carrying on operations under this Agreement shall be permitted to import, and shall be exempt from customs duties, with respect to the importation of machinery, equipment, vehicles, materials, supplies, consumable items and movable property, when certified by a responsible representative of EGPC to be for the sole in carrying on operations under this Agreement.

b) The expatriate employees of TRANSWORLD and the said contractors and sub-contractors shall be permitted to import and shall be exempt from all customs duties with respect to the reasonable importation of household goods, items and personal effects including one automobile; provided, however, that such properties are imported for the sole use of the employee and his family and provided, further, that no such property imported by the employee shall be resold by him in the A.R.E. only subject to Government regulations.

c) The exemption provided in (a) of this Article shall not apply to any imported items, when items of the same, or substantially the same, kind and quality are manufactured locally and are available for purchase and delivery in the A.R.E. at a price not higher than 10% more than the cost of the imported item before customs duties, but after transportation and insurance costs have been added.

d) Any of the items imported into the A.R.E. either exempt or non-exempt from customs duties, charges and taxes under this Article may be exported by the importing party at any time without the payment of any export duty, charge or tax.

e) Scrap and used material, machinery and imported goods resulting from operations hereunder may be sold within the A.R.E. provided that the purchasers pay the applicable customs duties, if any, except, if sold to an affiliated company of EGPC.

f) "Customs duties" as used herein, shall include all ad valorem taxes and importation charges and other taxes (except those paid to the Government for actual services rendered) which are payable as a result of the importation of the item or items under consideration.
ARTICLE XI
BOOKS OF ACCOUNT
ACCOUNTING AND PAYMENTS

EGIPC and TRANSWORLD shall each maintain at their respective business offices in the A.R.E. books of accounts, in accordance with the accounting procedure attached to the Agreement as Annex "D" and accepted accounting practices generally used in the petroleum industry, and such other books and records as may be necessary to show the work performed under this Agreement, including the amount of all petroleum produced and saved hereunder. ANSWORD shall keep its books of account and accounting records hereof in the United States of America.

Operator shall furnish to the Government or its representative monthly returns showing the amount of petroleum produced and saved hereunder. Such returns shall be prepared in the form required by the Government and shall be signed by the general manager, or by the deputy general manager or the duly designated deputy, and delivered to the Government or its representative within thirty (30) days after the end of the month covered in the return.

The aforesaid books of accounts and other books and records referred to above shall be available at all reasonable times for inspection by duly authorized representative of Government.

Operator shall submit to EGIPC a Balance Sheet of calendar year not later than March 31 of the following year to show its net profit or loss from the petroleum operations under this Agreement for such year.

ARTICLE XII
RECORDS, REPORTS AND INSPECTION

Operator shall prepare and, at all times while this Agreement is in force, maintain accurate and current records and reports of its operations in the Area hereunder. The Operator shall show the Government or its representative, in conformity with applicable regulations or as the Government or its representative may reasonably require, information and data relating to its operations under this Agreement.

(المادة الحادية عشرة)

(1) دفاتر الحسابات: علاجات الحسابية والمدنفات

(2) تقوم كل من المؤسسة وترانسوارلد بإعداد دفاتر حسابات وتنقية فيها مكتوب عملة الرئيسي في ج(م)ع وتكوين هذه الدفاتر مطابقة للنظام الحسابي في الملف "D" المتفق عليه أثناء وراثة الحسابية المغذية والمستخدم بصفة عامة في صيغة البترول، وكذلك تملك الدفاتر الأخرى والسجلات التي تنير الأعمال التي تتعلق بهذه الاتفاقية، بما في ذلك كتب وقية للبترول المنتج والمشححة بهしてくれる هذه الاتفاقية وكمل تركالود دفاتر حساباتها وسجلات حسابها المشار إليها مقدما في الدفاتر المشار إليها أعلاه وسجلات حسابات الولايات المتحدة الأمريكية.

(3) ويقوم القائم بالإعمال وإسوس بات بالهندية إلى الكرونة أو منظمة باكية المؤسسة تم إنتاجها والحافظة إعداد هذه الاتفاقية وإعداد هذه البترول ظرف التوقيت الذي يحدد الكرونة أو منه وإعداد التوقيط عليها من البترول أو من تأليف المؤسسة أو من يغفو ذلك ورسالة هذه البيانات إلى الكرونة أو منهما في خلل ثلاثين يوما بعد نهاية الشهر الذي تواصل هذه البيانات.

(ب) دفاتر الحسابات المشار إليها أعلاه وضرورة من الدفاتر والسجلات المذكورة يجب أن تكون معدة في جميع الأوقات المناسبة لتحملها المندوبون المفوضون من الحكومة.

(ج) يقدم القائم بالإعمال إلى المؤسسة ميزانية خاصة عن كل سنة تقويمية، قبل 31 مارس من السنة المالية ليتين أو بأي وجه آخر عن كل سنة من عمليات البترول المتعلقة بهذه الاتفاقية.

(المادة الثانية عشرة)

السجلات والписать والقياس

(1) طوال مدة نفاد هذه الاتفاقية بعد انتهاء أعمال وتكليف جميع الأوقات بسجلات دقيقة في بما في المعالجات الإدارية في نطاق المعالجات موضع هذه الاتفاقية، ورسالة القائم بالإعمال إلى الكرونة أو منهما وفقاً للمعنى الساري أو كما طبت للكرونة أو منهما في المندوبية والسجلات بالإضافة إلى عمليات البترول المتعلقة بهذه الاتفاقية.
(b) The Operator shall save and keep for a reasonable period of time a representative portion of each sample of cores and cuttings taken from drilling wells, to be disposed of or forwarded to the Government or its representative in the manner directed by the Government. All samples acquired by the Operator for its own purposes shall be considered available for inspection at any reasonable time by the Government or its representative. Any such samples which the Operator has kept for a period of twelve (12) months without receipt by the Operator of instructions to forward them to the Government or its representative or elsewhere may be disposed of by the Operator at its discretion.

(c) In case of exporting any rock samples outside A.R.E. then samples equivalent in size and quality shall, before such exportation, be delivered to EGPC as representative of the Government.

(d) Original of records can only be exported with the permission of EGPC; provided, however, that magnetic tapes and any other data which must be processed or analyzed outside the A.R.E. may be exported if a monitor or a comparable record is maintained in the A.R.E. and provided that such exports shall be repatriated to A.R.E. on the understanding that they belong to EGPC.

(e) The Operator shall permit EGPC through Operator’s duly authorized representative or employees and at EGPC’s sole cost, expense and risk, to have full and complete access to the Area at all reasonable times with the right to observe the operations being conducted and to inspect all assets, records and data kept by the Operator. EGPC, in exercising its rights under the preceding sentence of this paragraph (c), shall not interfere with the Operator’s operations. The Operator shall provide EGPC with copies of any and all data (including, but not limited to, geological and geophysical reports, samples, logs and well surveys), information and interpretation of such data and information in the Operator’s possession. All such data and information shall be strictly confidential and shall not be divulged by EGPC except to affiliated companies, or by the Government, without the consent of TRANSWORLD while the Agreement remains in force. However, for the purposes of obtaining new offers, the Government may show any other party certain data with respect to the areas adjacent to the area of such new offer.
ARTICLE XIII
SUITABILITY OF TRANSWORLD FOR DAMAGES TO THIRD PARTIES

All parties, having a direct interest in the operations of the Government, shall be liable for any damage caused by its operations, from which the Government, acting in defense, shall not be held liable on account of such operations.

ARTICLE XIV
ES OF GOVERNMENT REPRESENTATIVES

The Government shall have the right to access all records of EGPC and TRANSWORLD, and enforce this Agreement. Such representatives may examine records and enforce this Agreement. They shall, for the purposes of enforcing this Agreement, be entitled to make reasonable use of the instruments of the Government on the condition that they shall not be liable for any damage or destruction as a result of such use. The Government shall reimburse the Operator for any loss or damage to its machinery.

Such representatives shall be given reasonable access to the area where the operations are to be conducted, and shall not interfere with the operations of the Operator. The Operator shall ensure that all privileges and facilities provided to it are used for the purpose of facilitating this Agreement. Any all information obtained by the representatives shall be held in confidence and shall not be used in any manner to the detriment of the Operator or the Government.

ARTICLE XV
ENT RIGHTS AND TRAINING OF ARAB PUBLIC OF EGYPT PERSONNEL

The Government shall ensure that all personnel employed by the Operator are trained in business-like and efficient use of the facilities provided by the Government.

ARTICLE XVI
HOURS OF OPERATION AND PRODUCTION

The hours of operation and production shall be as determined by the Government and the Operator, subject to the laws and regulations relating to public policy, security, and harmony.

ARTICLE XVII
TRADE PATENTS AND OTHER RIGHTS

No trade patents or other rights shall be granted to the Operator that are not necessary for the operation of the plant.

ARTICLE XVIII
INSURANCE

The Operator shall be responsible for obtaining and maintaining all necessary insurance, including liability insurance.

ARTICLE XIX
CONSENT TO JURISDICTION

The Operator shall consent to the jurisdiction of the courts of Egypt in any litigation related to this Agreement.

ARTICLE XX
FORCE MAJEURE

In the event of force majeure, the Operator shall be excused from performance of its obligations under this Agreement.

ARTICLE XXI
ARBITRATION

Any disputes arising under this Agreement shall be settled by arbitration in accordance with the rules of the International Chamber of Commerce.

ARTICLE XXII
TERM OF AGREEMENT

This Agreement shall remain in effect for a period of 10 years, subject to renewal as agreed by both parties.

ARTICLE XXIII
TERMINATION

Either party may terminate this Agreement upon giving the other party at least 12 months' notice.

ARTICLE XXIV
SIGNATURES

This Agreement is signed by the authorized representatives of EGPC and TRANSWORLD.
2. A minimum of fifty (50%) percent of the combined salaries and wages of the expatriate administrative, professional and technical personnel employed by the Operator shall be paid in Egyptian Currency.

(b) The Operator shall select its employees, and determine the number thereof, to be used for operations hereunder. TRANSWORLD shall, after consultation with the Government, prepare and carry out specialized training programs for all of its A.R.E. employees engaged in operations hereunder with respect to applicable aspects of the petroleum industry. The Operator will undertake to replace gradually its expatriate staff by qualified nationals as they are available.

ARTICLE XVI

LAWS AND REGULATIONS

(a) The Operator shall be bound by the regulations issued for the implementation of Law No.66 of 1953, as amended by Law No.86 of 1956, including the regulations for the safe and efficient performance of operations carried out for the execution of this Agreement and for the preservation of the petroleum resources of the A.R.E. provided that no regulation, modification or interpretation thereof shall be contrary to or inconsistent with the provisions of this Agreement.

(b) The rights and obligations of EGPC and TRANSWORLD under and for the effective term of this Agreement shall be governed by and according to the provisions of this Agreement and can only be altered or amended by the mutual agreement of the said contracting parties.

(c) The contractors and sub-contractors of the Operator shall be subject to the provisions of this Agreement and they shall be bound by all regulations which are duly issued by the Government from time to time.

ARTICLE XVII

RIGHT OF REQUISITION

(a) In case of national emergency due to war or imminent expectation of war or internal causes, the Government may requisition all or a part of the production from the Area obtained hereunder and require the Operator to increase such production to the utmost possible maximum. The Government may also requisition the oil field itself and, if necessary, related processing plants and refineries, if any.

(b) In all cases, such requisition shall not be effected except after inviting EGPC and TRANSWORLD or their representative, by registered letter, with acknowledgement of receipt, to express their views with respect to such requisition.
event of any requisition as provided above, the rent shall indemnify in full EGPC and TRANSWORLD for the period during which the requisition is in effect, including (1) all damages which result from requisition, (2) full payment each month for all oil not extracted by the Government less the royalty of such oil and other obligations of TRANSWORLD hereunder. However, any damage resulting from attack is not within the meaning of this sub-parag-
3. The instrument of assignment must include provisions stating precisely that the assignee is bound by all covenants contained in this Agreement and any modifications or additions in writing that up to such time may have been made. A draft of such instrument of assignment shall be submitted to the Government for review and approval before being formally executed.

(c) Every executed and delivered instrument of assignment assigning any of the rights, privileges, duties or obligations hereunder of EGPC or TRANSWORLD shall be submitted to the Government within thirty (30) days after the Government approves the assignment, for registration in its registers.

ARTICLE XIX

BREACH OF AGREEMENT AND POWER TO CANCEL

(a) The Government shall have the right to cancel this Agreement by order or decree, with respect to TRANSWORLD, in the following instances:

1. If it knowingly has submitted any false statements to the Government which were a material consideration for the execution of this Agreement.

2. If it assigns any interest hereunder contrary to the provisions of Article XVIII hereof.

3. If it is adjudicated bankrupt by a court of competent jurisdiction.

4. If it does not comply with any final decision reached as the result of court proceedings conducted under Article XXI.

5. If it intentionally extracts any mineral other than petroleum not authorized by this Agreement or without the authority of the Government except such extractions as may be unavoidable as the result of operations conducted hereunder in accordance with accepted petroleum industry practice and which shall be notified to the Government or its representative as soon as possible and as

6. If it commits any material breach of this Agreement or of the provisions of Law No. 65 of 1953, as amended by Law No. 88 of 1956, which do not expressly contradict the provisions of this Agreement. Such cancellation shall take place without prejudice to any rights which may have accrued to the Government against TRANSWORLD in accordance with the provisions of this Agreement; and, in the event of such cancellation, TRANSWORLD shall have the right to remove from the Area all its personal property.
If the Government deems that a cause (other than a force majeure cause referred to in Article XX hereof) exists to cancel this Agreement, the Government shall give TRANSWORLD ninety (90) days written notice to remedy and remove such cause, but, if for any reason such service is impossible, publication in the Official Journal of the Government of such notice shall be considered as validly served upon TRANSWORLD. If, at the end of said ninety (90) days notice period such cause has not been remedied and removed, this Agreement may be cancelled forthwith by order or decree as aforesaid, provided, however, that if such cause, or the failure to remedy or remove such cause, results from any act or omission of one party, cancellation of this Agreement shall be effective only as against that party and not as against the other party hereto.

TRANSWORLD shall be allowed to remove their belongings from the Area of any lease cancelled hereunder after settling all claims due to the Government.

ARTICLE XX

FORCE MAJEURE

The non-performance or delay in performance by EGPC and TRANSWORLD or either of them of any obligation under this Agreement shall be excused if and to the extent that such non-performance or delay is caused by force majeure. The period of any such non-performance or delay, and with such period as may be necessary for the resumption of any damage done during such delay, shall be credited to the time given in this Agreement for the performance of such obligation and for the performance of any conditions dependent thereon and to the terms of this Agreement, but only with respect to the block or blocks affected.

force Majeure", within the meaning of this Article XX, if by any order, regulation or direction of the Government of the Arabian Republic of Egypt (or the United States America Government with respect to TRANSWORLD) then promulgated in the form of a law or otherwise, by act of God, insurrection, riot, war, strike and other interruption, fire, floods or any other cause beyond control of EGPC and TRANSWORLD or either of them, whether similar to the cause hereinabove specified or.
ARTICLE XXI

DISPUTES AND ARBITRATION

(a) Any dispute arising between the Government and the parties with respect to the interpretation, application or execution of this Agreement, shall be referred to the appropriate A.R.E. Courts' jurisdiction.

(b) Any dispute arising between TRANSWORLD and EGPC shall be referred to arbitration. The arbitration shall be initiated by either party giving notice to the other party that it elects to refer the dispute to arbitration and that such party (hereinafter referred to as the First Party) has appointed an arbitrator who shall be identified in said notice. The other party (hereinafter referred to as the Second Party), within fifteen days, shall notify the First Party in writing, identifying the arbitrator that it has selected. If the Second Party does not appoint its arbitrator as aforesaid, the First Party shall have the right to apply to the Court of Arbitration of the International Chamber of Commerce to appoint a second arbitrator. The two arbitrators shall, within thirty (30) days, select a third arbitrator, failing which the third arbitrator shall be appointed by the Court of Arbitration of the International Chamber of Commerce at the request of either party. The third arbitrator must be a citizen of a country other than the A.R.E. or the U.S.A. and a country which has diplomatic relations with both the A.R.E. and the U.S.A. and shall have no economic interest in the oil business nor the signatories hereto. The arbitrators shall establish the arbitration procedure. The decision of the arbitrators may be given by a majority and shall be final. Arbitration shall be held in Stockholm, Sweden.
ARTICLE XXII

STATUS OF PARTIES

The rights, duties, obligations and liabilities in respect of EGPC and TRANSWORLD hereunder shall be several and not joint or collective, it being the express purpose and intention of the said parties that their ownership of respective percentage interests under this Agreement shall be as tenants in common and that this Agreement shall be construed as constituting an association corporation, joint partnership or any other kind of partnership.

TRANSWORLD shall be subject to the laws of the U.S.A., including its legal status or creation, organization, charter or by-laws, shareholding, management and ownership, and principal office is established at New Orleans, State of Louisiana, U.S.A. TRANSWORLD's shares of capital which are entirely held abroad shall not be negotiable in the R.E. and shall not be offered for public subscription. TRANSWORLD shall be exempted from the application of Law No. 26 of 1954, as amended.

ARTICLE XXIII

AL CONTRACTORS AND LOCALLY MANUFACTURED MATERIAL

Operator and its contractors shall:

Give priority to local contractors as long as their prices and performance are comparable with international prices and performance. The Operator shall, however, subject to the preceding sentence, be exempted from the provisions of Decree No. 1203 of 1961, as amended.

Give preference to locally manufactured materials, equipment, machinery and consumables. However, such material may be imported for operations conducted hereunder, if the price of the locally manufactured material at Operator's stores is more than ten percent (10%) higher than the price of the imported material at Operator's stores.
ARTICLE XXIV

ARABIC TEXT AND THE ORIGINAL

The Arabic version of this Agreement shall, before the Courts of the A.R.E., be referred to in construing or interpreting this Agreement; provided, however, that in any arbitration pursuant to Article XXI between EGPC and TRANSWORLD hereto, the English version shall also be used to construe or interpret the Agreement.

ARTICLE XXV

APPROVAL BY THE A.R.E. GOVERNMENT

This Agreement shall not be binding upon any of the parties hereto unless and until a law authorizing the Minister of Petroleum and Mineral Wealth to sign said Agreement and giving Articles III, X, XI XVI, XVII, XXII and XXIII of this Agreement full force and effect of Law notwithstanding any countervailing governmental enactment, is issued and published in the Official Journal of the A.R.E.

ARTICLE XXVI

ASSIGNING BY EGPC

EGPC, in its capacity as holder of the concession, assigns its rights and obligations under this Agreement to the General Steam Company in the A.R.E.

IN WITNESS WHEREOF, this Agreement has been duly signed by the respective parties hereto as of the date first above set out.

EGYPTIAN GENERAL PETROLEUM CORPORATION

By: _____________________________

TRANSWORLD PETROLEUM CORPORATION

By: _____________________________

FOR THE GOVERNMENT OF THE A.R.E.

By: _____________________________
ANNEX "A"

DESCRIPTION OF THE TERRITORY

EGPC - TRANSWORLD

Annex "B" is a map on the scale 1 : 100,000 including territory covered and affected by this Agreement and description follows:

The area is bounded from the west by the shore line.

Coordinates of corners shown on Annex "B" are as follows:

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ARTICLE I

Subject to the provisions of the Agreement, TRANSWORLD shall be responsible for the following:

(a) The wages and salaries of all Operators’ employees engaged in the various activities in the Undertaking, including salaries and wages of employees who are temporarily assigned to and employed in such activities.

(b) The costs incurred and wages of all Operators’ employees engaged in the various activities in the Undertaking, including salaries and wages of employees who are temporarily assigned to and employed in such activities.

ARTICLE II

Subject to the provisions of the Agreement, TRA shall be responsible for the following:

(a) The costs and wages of all Operators’ employees engaged in the various activities in the Undertaking, including salaries and wages of employees who are temporarily assigned to and employed in such activities.
3. Employees Benefits

Operator's cost of established plans for employees group life insurance, hospitalization, pension, retirement, stock purchase, thrift and other benefits of a like nature, costs under this paragraph 3 shall be 12% of the amount of salaries and wages chargeable under sub-paragraph 2 (a) of this Article for TRANSWORLD expatriate employees, and on an "as and when paid basis" for A.R.E. employees.

4. Purchase

(a) Material, equipment and supplies purchased shall be at price paid by the Operator after deduction of all discounts actually received.

(b) Material, equipment and supplies may be furnished from Operator's stocks outside the A.R.E. under the following conditions:

1. New Items (Condition "A")

Shall be priced at cost, provided that the cost of item supplied is no higher than international prices for items of similar quality supplied on similar terms prevailing at the time such items were supplied.

2. Used Items (Condition "B")

Items which are in sound and serviceable condition and are suitable for reuse without reconditioning, shall be clasped as Condition "B" and priced at 75% of price of new one. The same base will be followed with items which after reconditioning outside A.R.E. shall be further serviceable for original function as good second hand items (Condition "B1").

3. Used Items (Condition "C")

Items which are serviceable for original function but substantially not suitable for reconditioning, shall be clasped as Condition "C" and priced at 50% of price of new one.

4. Other Used Items

Items which cannot be clasped as Condition "B" or "C" shall be priced at a value commensurate with their use. Tanks, building- and other equipment involving erection costs shall be charged at applicable percentage of knocked-down new price.

(c) EGPC will be entitled to dispose of its owned assets when they become un-serviceable.
نظام دوري نصي لل sağlıklı المصلحة العامة

- البند الأول:

1. يتم التأكد من أمنية الموظف في جميع الأوقات من خلال التزامه بالتعليمات المتبعة والإرشادات المقدمة من الإدارة.

2. في حالة تعرض الموظف للخطر، يجب على الإدارة فوراً الاتصال بالإسعافات الأولية والبحث عن المساعدة.

- البند الثاني:

1. يجب على الموظف الالتزام بالقواعد واللوائح والتعليمات المربوطة بتنظيم العمل.

2. في حالة عدم الالتزام، يجب على الإدارة اتخاذ الإجراءات اللازمة لضمان السلامة العامة وحماية الموظفين.

- البند الثالث:

1. يتعين على الموظف الوفاء بالالتزامات والمسؤوليات المحددة في الاتفاقيات والرواتب.

2. في حالة انتهاك الموظف، يجب على الإدارة توقيف الراتب وإحالته إلى الجهات المعنية.

- البند الرابع:

1. يتعين على الموظف الالتزام بال.erase والивать.

2. في حالة عدم الالتزام، يجب على الإدارة اتخاذ الإجراءات اللازمة لضمان عدم التحول إلى الإجراءات القانونية.

يرجى ملاحظة أن هذه النصوص ليست باللغة الإنجليزية، ولذلك قد تحتاج إلى معرفة اللغة العربية لفهمها بشكل صحيح.
9. District and Camp expenses

Camp overhead and facilities such as district warehouses, water systems, road systems, expenses of employees working in districts and camps, excluding salaries and wages which are chargeable according to paragraph 2 of this Article, and all other general district expenses.

1. Administrative Overhead and General Expense

(a) Cost of staffing and maintaining Operator's head office in the A.R.E. and/or other offices established in the A.R.E. other than field offices which shall be charged as provided in paragraph 9 above and excepting salaries and wages of employees which shall be charged as provided in paragraph 2 of this Article.

(b) Operator's administrative overhead abroad applicable to the A.R.E. operation shall be charged each month at the rate of four (4%) percent of the total exploration expenditure of such month, such rate shall be applied only during exploration period.

11. Any expenditures, other than those which are covered and dealt with by the foregoing provisions of this Article incurred by the Operator or for the necessary and proper operations in the territories in the A.R.E.

ARTICLE II

BOOKS AND ACCOUNTS

1. In addition to the necessary sub-accounts, the Operator shall establish the following main accounts:

A. Exploration expenditure control account.
B. Development and production expenditure control account.
C. Oil or expenditure control account.
D. Expenditure recovery control account.

2. Expenditure control accounts shall be used to record all appropriate charges and credits in order to determine the total amounts of expenditures to be recovered as provided in Article V (a) of the Agreement.
Expenditure recovery control account shall be charged with the amounts of expenditure, which is subject to an agreement as provided in Article V (a) of the Agreement. The account shall be expenditure control account and credited with the value of petroleum taken from the operator for the recovery of such expenditure.

When expenses involve several activities simultaneously, it shall be allocated to each one according to proper accounting methods.

When transfers are made from one activity to the other, adjustment shall be made through competent expenditure control accounts in the amount of the book value of the assets at transfer year.

When warehouse stock items are used on a specific date, the value of the items shall be charged to the relevant expenditure control account and credited to the stock account. As items are returned to the warehouse, after being used on a specific operation, there shall be determined and charged to the warehouse stock account, in accordance with subparagraph 4 (b) of Article 3, this Accounting Procedure, and credited to the current expenditure control account.

In case of transfer of warehouse stock items from one activity to another, adjustment shall be made through the relevant expenditure control accounts with regard to cost of such items at transfer time.

In case of selling warehouse stock items, the expenditure control account shall be credited with the sale value.

Operator shall keep its books in A.R.E. in United States of America Dollars. All U.S. dollar expenditures should be recorded in the same amount. All payment, or any other currency, costs and proceeds, if translated to U.S. dollars at the official rate of exchange declared by the Central Bank of Egypt at the day of the month in which such costs or proceeds are incurred, shall be kept of the exchange rates used in connection.