وزارة الطاقة والمياه

مرسوم رقم 4918

تعديل بعض مواد وملحق المرسوم رقم 33 فقر 43 تاريخ 17/11/1997 في الشروط الخاص بدورات الترخيص في المياه البحرية ونموذج اتفاقية الاستكشاف والتنسج

بناءً على القانون رقم 33 فقر 43 تاريخ 17/11/1997 في الشروط الخاص بدورات الترخيص في المياه البحرية ونموذج اتفاقية الاستكشاف والتنسج

بناءً على المرسوم رقم 9882 تاريльт 27/3/12، (مرسوم تأجيل الشركات مسبقًا للاشتراع في دورات ترخيص

الأنشطة البترولية)

بناءً على المرسوم رقم 1289 تاريльт 10/4/2013 (الأنظمة والقواعد المتعلقة بالأنشطة البترولية، تطبيقًا لقانون


بناءً على رأي الهيئة إدارة قطاع البترول بموجب محضر جلستها رقم 11/12/2016.

بناءً على رأي الهيئة إدارة قطاع البترول بموجب محضر جلستها رقم 22/11/16.

بناءً على اقتراح وزير الطاقة والمعن،


ويمكن للمؤسسة المقام:

المادة الأولى (فقر الشروط):

تُستعِم للمادة الأولى (فقر الشروط) من المرسوم رقم 33 فقر 43 تاريльт 1/1/1997، (تَأملماً لاحقة).
المادة الثانية: تعديل بعض مواد اتفاقية الاستكشاف والانعاج وبعض ملاحق الاتفاقية

1- تعدل المادة 2 (نموذج لاتفاقية الاستكشاف والانعاج) من المرسوم رقم 43، رقم تاريخ 1/1/2019 للتصبح:

كالتالي:

يُعمد نموذج لاتفاقية الاستكشاف والانعاج (ملحق رقم 2 من المرسوم رقم 43، تاريخ 1/1/2019) التي يتوجب ترتيبها بين الدولة اللبنانية وأصحاب الحقوق في كل رقعة من الرفع التي يتعلق فيها حق بترولي حضري وملحقاته التالية: خريطة وحاليات الرقعة المادية لاتفاقية الاستكشاف والانعاج، القواعد الأساسية لاتفاقية التشغيل المشترك، الإجراءات المحاسبية والضريبية، نموذج ضمان الشركة الأم، نموذج كافة الأذونات الموحدات العمل، وتعمير جميع مواد نموذج لاتفاقية الاستكشاف والانعاج وملحقاتها بين الدولة اللبنانية وأصحاب الحقوق.

2- يلتقي الملحق إن نموذج كافة سهامين بالتكليف والالتزام من نموذج لاتفاقية الاستكشاف والانعاج التي تشكل الملحق رقم 2 من المرسوم رقم 43، تاريخ 1/1/2019 كما أنه يلتقي الأحكام المذكورة لهذا الملحق من بند الملاحق في نموذج لاتفاقية الاستكشاف والانعاج باللغتين العربية والإنكليزية.

3- تعلق في نموذج لاتفاقية الاستكشاف والانعاج التي تشكل الملحق رقم 2 من المرسوم رقم 43، تاريخ 1/1/2019 وباللغتين العربية والإنكليزية بمادة التأليفالتالية:

أ- المادة الثانية (التعريفات): يضاف إلى المادة الثانية من نموذج الاتفاقية الترميف التالي:

"Initial Right Holder" means any Joint Stock Company that was awarded the right to enter into this EPA and has designated a Wholly-Owned Affiliate to sign this EPA and become a Right Holder hereunder.

ب- المادة الثانية (التعريفات): يشمل التعريف التالي:

State Participating Interest" means the Participating Interest of the State.
Art.5 – State as Right Holder

1. The State or any Entity owned by the State may in the future become a Right Holder pursuant to Article 36 of this EPA, but the State or such entity shall not in such capacity have any rights or obligations under this EPA that are different from those of any other Right Holder (except to reflect the respective Participating Interests of each Right Holder).

2. The Right Holders shall not have, and to the extent necessary hereby waive, any right, arising as a matter of law or otherwise, to recover any contribution or other amounts from the State or any Entity owned by the State in its capacity as a Right Holder that result from the joint and several nature of the liability of the Right Holders pursuant to Article 6.3 hereof or the Law no 132/2010 (OPR Law), except that the Right Holders shall be permitted to exercise rights to recover a contribution from the State or any such Entity to such liability that is proportional to the Participating Interest then held by the State or such Entity.

المادة 0 - الدولة كصاحب حق

1. يمكن للدولة أو لأي كيان مملوك من الدولة أن يصبح في المستقبل صاحب حق تبعاً للمادة 36 من هذه الاتفاقية، ولكن لا يكون للدولة أو لهذا الكيان صاحب حق، أي حقوق أو موانع بموجب هذه الاتفاقية مقدمة لتلك العائدة لأي صاحب حق آخر (سواء من أجل تبيان نسب المشاركة العائدة لكل صاحب حق).

2. ليس لأصحاب الحقوق أي حق ناشئ بحكم القانون أو خلافه، وهي تتنازلون، بموجب، بالقدر اللازم عن أي حق يحصل أي مساهمة أو مبالغ أخرى من الدولة أو من أي كيان مملوك من الدولة يصفتها/يصفته صاحب حق نتيجة مسؤولية أصحاب الحقوق المشتركة والمتمتعة وفقًا للمادة 6.3 من هذه الاتفاقية أو للقانون رقم 2010/132 (قانون الموارد البيئية في المياه البحرية)، باستثناء أنه يسمح لأصحاب الحقوق بممارسة الحقوق في تحصيل مساهمة من الدولة أو من أي كيان مملوك من الدولة بالنسبة تعادل مشاركة الدولة.
Art. 6 Participating Interests, Obligations of Right Holders and Term of the EPA

1. This EPA enters into force on the Effective Date. As of the Effective Date, pursuant to Article 19-2 of the Law no 132/2010 (OPR Law), the Right Holders shall be deemed to have formed an unincorporated joint venture, on the terms set forth herein. In accordance with Article 8 of the Decree no 10289/2013 (PAR), within thirty (30) days of the Effective Date, each Right Holder shall have in place, and shall maintain during the term of this EPA, a legal presence in Lebanon appropriately staffed and authorized to manage, in accordance with applicable Lebanese law, all aspects of rights and obligations related to or arising out of this EPA.

2. On the Effective Date of this EPA, the respective Participating Interests of [X], [Y] and [Z] are:

[X]: [...] percent (.... %);
[Y]: [...] percent (.... %); and
[Z]: [...] percent (.... %)

3. The obligations of the Right Holders under this EPA and in respect of all Petroleum Activities shall be joint and several, except in respect of (i) any obligation of an Individual Right Holder to pay taxes pursuant to Article 26 of this EPA, or (ii) the confidentiality obligations set forth in Article 35 of this EPA. The Right Holders may enter into agreements among themselves for the apportionment of liability or

المادة 6 نسب المشاركة، موجبات أصحاب الحقوق، وعدة الاتفاقية

1. تدخل هذه الاتفاقية حيز التنفيذ في تاريخ التنفيذ، وبالتالي إلى المادة 19-2 من القانون رقم 132/2010 (قانون الموارد البترولية)، بحيث أصحاب الحقوق قد أنشؤوا من ما بنيتهم شراكة تجارية غير منظمة، وقد لاحكم المنصوص عليها فيها. بالإسناد إلى المادة 8 من المرسوم رقم 10289/2013 (الأنظمة والقواعد المتعلقة بالأ adolescente البترولية)، خلال ثلاثين (30) يوماً من تاريخ التنفيذ، يجب على كل صاحب حق أن يؤمن له كياناً القانونياً في لبنان، وأن يحافظ على هذا الكيان القانوني خلال هذه الاتفاقية، على أن يكون هذا الكيان القانوني مزوداً بغرض عمّل مستقبلي ومجزأ نهelem إدارياً جمع أوجه الحقوق والواجبات المتعلقة بهذه الاتفاقية ونافئتها عنها. وفقاً للقانون اللبناني المرعي الأخرى.

2. بتاريخ نفاذ هذه الاتفاقية، تكون نسب المشاركة لكل من [أ] و[ب] و[ج] على النحو التالي:

[أ]: [...] بالمائة (.... %)
[ب]: [...] بالمائة (.... %)
[ج]: [...] بالمائة (.... %)

3. إن موجبات أصحاب الحقوق بموجب هذه الاتفاقية وفي ما يخص جميع الأنشطة البترولية هي متكافئة وممتزجة، بما يتعلق بـ (1) أي موجب لأي صاحب حق فرد، فيدفع الضرائب استناداً إلى المادة 26 من هذه الاتفاقية، أو (2) موجبات الانزلاق السري للمنصوص عليها في المادة 35 من هذه الاتفاقية. يحق لأصحاب الحقوق عند التفاقيات فيما بينهم من أجل توزيع المسؤولية أو التمكين، على أن لا يثير هذا الاتفاق على طبيعة موجبات أصحاب الحقوق المتكافئة، والممتزجة، بموجب هذه الاتفاقية. تتمتع هذه الاتفاقيات بموجب الوزير بالإسناد إلى المادة 10.1
indemnification, but no such agreement shall affect the joint and several nature of the obligations of the Right Holders hereunder. Any such agreements shall be submitted to the Minister for approval in accordance with Article 65-1 of the Law no 132/2010 (OPR Law).

4. Without prejudice to the joint and several liability of the Right Holders, concurrently with the signature of this EPA, each of the following Right Holders has provided to the Minister a guarantee of its obligations hereunder from the guarantor set forth opposite its name, substantially in the form of Annex E to this EPA:

<table>
<thead>
<tr>
<th>Right Holder</th>
<th>Guarantor</th>
</tr>
</thead>
<tbody>
<tr>
<td>[X]</td>
<td>[X guarantor]</td>
</tr>
<tr>
<td>[Y]</td>
<td>[Y guarantor]</td>
</tr>
<tr>
<td>[Z]</td>
<td>[Z guarantor]</td>
</tr>
</tbody>
</table>

Such Guarantee is required where the pre-qualified company has designated a Wholly-Owned Affiliate to be the Right Holder or where the pre-qualified company has relied on the characteristics of its parent to become pre-qualified.

5. The rights and obligations of each Right Holder, and the Right Holders collectively, pursuant to the EPA shall commence on the Effective Date and shall remain in force:

a) With respect to Reconnaissance, Exploration and Appraisal Activities, for the
duration of the Exploration Phase (and for the duration of the Production Phase, to the extent such activities are conducted within a Development and Production Area); and

b) With respect to Development and Production Activities, for the duration of the Production Phase (and for the duration of the relevant Production Period, with respect to any particular Development and Production Area); and

c) For such additional period of time as may be reasonably necessary to finalise the implementation of a plan for the transfer of Petroleum Activities to the State pursuant to Article 25.4 of this EPA and/or the cessation of Petroleum Activities and decommissioning of Facilities pursuant to Article 18 of this EPA and the Decree no 10289/2013 (PAR).

6. This EPA may be terminated prior to the relevant date or dates set forth in paragraph 5 above at the time and in the manner set forth in Article 36 of this EPA.

7. Notwithstanding that this EPA has expired, has otherwise been terminated or revoked subject to applicable law or the terms and conditions of this EPA, the obligations of the Right Holders which have
accrued hereunder before the date of termination shall continue to be binding on the Right Holders for the period provided by applicable Lebanese law and this EPA, and for the purpose of any claim in respect thereof (and of any obligations that expressly apply after termination), the provisions of this EPA relating to the joint and several nature of the liability of the Right Holders (Article 6.3), health, safety and environmental requirements (Article 17), decommissioning requirements (Article 18), indemnification and liability (Article 30), confidentiality (Article 35), arbitration (Article 38), language, governing law and interpretation (Article 40), Right Holder conduct (Article 41), waiver (Article 43) and notices (Article 44) shall survive such termination.

Art 7. Exploration Phase and Exploration Periods

1. The Exploration Phase shall have a maximum duration of seven (7) years. The Exploration Phase shall commence on the date on which a decision is made (or deemed to be made) with respect to the approval of the Exploration Plan for the initial Exploration Period, pursuant to Article 7.7.

2. The Exploration Phase shall be divided into two Exploration Periods as follows:
The first Exploration Period consists of three (3) years that is extended one (1) additional year in the event that the Right Holders or
the Initial Right Holders have committed to three (3) or more Exploration Wells in the first Exploration Period according to the technical proposal of the Right Holders or the Initial Right Holders as specified by the Tender Protocol. The second Exploration period consists of two (2) years which may be extended with the approval of the Minister as provided in this Article 7.2.

The first Exploration Period shall commence on the date of commencement of the Exploration Phase determined pursuant to Article 7.1. The second Exploration Period shall commence on the expiration date of the first Exploration Period, except that there shall be no second Exploration Period if the Right Holders fail to complete the Minimum Work Commitment during the first Exploration Period other than by reason of an Event of Force Majeure (and the Exploration Phase shall terminate at the end of the first Exploration Period). If at the end of the two-year term of the second Exploration Period the Right Holders have completed the Minimum Work Commitment for such second Exploration Period (unless prevented from doing so by an Event of Force Majeure), and are pursuing Appraisal Activities pursuant to an approved Appraisal Plan, or have submitted an Appraisal Plan for approval in a timely manner but have not yet received a response, the Minister (based on the recommendation of the Petroleum Administration) may approve an extension of the second Exploration Period of one (1) year, upon request by the Right Holders submitted at least sixty (60) days prior to the end of the second Exploration Period. Exploration Periods may be extended by reason of an Event of Force Majeure pursuant to Article 7.9. The Exploration Phase shall terminate at the end of the second Exploration Period (as it may be extended), unless it is extended pursuant to Article 7.10.

3. During the Exploration Phase, the Right Holders may conduct Reconnaissance, Exploration and Appraisal Activities pursuant to approved Exploration Plans.
Each Exploration Plan shall contain at a minimum the information required by Article 31 of the decree no 10289/2013 (PAR) except that information regarding the technical qualifications of the Right Holders need not be submitted if it would be duplicative of the information already provided in connection with the award of this EPA). Exploration Plans may contain applications for drilling permits contemplated by the decree no 10289/2013 (PAR), in which case the approval by the Minister of the Exploration Plan shall also constitute the approval of the relevant drilling permit or permits.

4. The initial Exploration Plan shall be submitted to the Minister with a copy to the Petroleum Administration within sixty (60) days of the Effective Date. Such Exploration Plan shall, at a minimum, provide for the completion of the Minimum Work Commitment for the first Exploration Period.

5. No later than sixty (60) days prior to the expiration of the first Exploration Period, the Right Holders may submit an Exploration Plan for the second Exploration Period to the Minister with a copy to the Petroleum Administration. No such Exploration Plan may be submitted unless (i) the Right Holders confirm in writing that they will complete the Minimum Work Commitment prior to the end of the then current Exploration Period (unless they are prevented from doing so by reason of an Event of Force Majeure), (ii) such Exploration Plan, at a minimum, provides for the completion of the Minimum Work Commitment (if any) for the Exploration Period to which it applies, and (iii) such Exploration Plan provides for the relinquishment of a portion of the remaining area in the Block as provided in Article 7.6 and delineates the portion of the Block to be relinquished. Upon approval by the Minister of such Exploration Plan, the rights of the Right Holders to conduct
Reconnaissance, Exploration and Appraisal Activities shall be maintained in the relevant Exploration Period, and the Block shall be reduced by the area that is relinquished as of the first day of such Exploration Period.

6. The Right Holders shall relinquish twenty-five per cent (25%) of the Block at the start of the second Exploration Period. For purposes of the foregoing, any Appraisal Area and any Development and Production Area shall not be subject to relinquishment. The percentage set forth above shall be applied to the portion of the Block that is outside any Appraisal Area and any Development and Production Area. The portion of the Block to be relinquished shall be contiguous and delimited by meridians and parallels expressed in minutes of a degree. The same shall apply to the portion of the Block that is retained by the Right Holders. The size and shape of the Block to be retained shall be subject to approval by the Minister, based on the opinion of the Petroleum Administration.

At the end of the second Exploration Period and upon the extension request of the Exploration Phase, the Right Holders shall relinquish an additional 25% of the initial block size in order to fulfill the obligation stipulated in the article 24 of the Law No 132/2010 (OPR Law).

7. The Petroleum Administration shall review each Exploration Plan and make a recommendation to the Minister as to whether to approve such Exploration Plan. If no decision is made as to approval or rejection of an Exploration Plan within sixty (60) days of its submission to the Petroleum Administration, the Exploration Plan shall be deemed approved. The Exploration Plan shall be approved unless (i) the relevant conditions set forth in Articles 7.4 or 7.5 relating to the Minimum Work Commitment are not met, (ii) any required Work Commitment Guarantee has not been provided, (iii) the Exploration Plan does not provide for the required relinquishment

8. يتخلّل أصحاب الحقوق من خمسة وعشرين بالمائة (25%) من المنطقة في بداية مدة الاستكشاف التالية. إما دق أو أعلاه، لا تفصح أي منطقة تقاسم أو أي منطقة تطور وتنتج لل전غ. تنطبق نسبة التحليل المذكورة أعلاه على الجزء من المنطقة الذي يُخرج أي منطقة تقاسم أو أي منطقة تطور وتنتج. يجب أن يكون الجزء من المنطقة الذي سوف يتم التخلص عنه مصداً جغرافياً يبعده البعض وتمّدح دفاع الدجات وفقًا لخطوط العرض وخطوطة الطول. يطبق ذلك على الجزء من الشركة الذي يحتفظ بها أصحاب الحقوق. أن حكم وشكل الرقعة المذهبي الاحتفاظ بها يضع في مواقعة الزوارق، بالإضافة إلى رأي هيئة إدارة قطاع البترول.

9. عند انتهاء مدة الاستكشاف التالية وطلب مراجعة، يتعامل أصحاب الحقوق في خمسة وعشرين بالمائة (25%) إضافية من مساحة الرقعة الأساسية تقريباً للمواصفات المنسوبة عليه في المادة 24 من القانون رقم 132/2010 (قانون الموارد البترولية في المياه البحرية).

10. تراجع هيئة إدارة قطاع البترول كل خطة استكشاف وترفع توصية بها إلى الوزير بشأن ما إذا كان سيتم الموافقة عليها. إذا لم يُتخذ القرار بشأن الموافقة على خطة الاستكشاف أو رفضها خلال سنتين (20) يوماً من تاريخ تقديمها إلى هيئة إدارة قطاع البترول، تعتبر خطة الاستكشاف مرفوقة عليها. تم الموافقة على خطة الاستكشاف إلا إذا (1) لم تتجاوز الموارد المتاحة عليها في المادة 7.4 أو المادة 7.5 من هذه الاتفاقية للمواصفات المذكورة أدناه لموجبات العمل، (2) لم تتم التأكيدات الإثباتية والهندسيات المختلفة، (3) لم تتم التأكيدات الإثباتية على الشروط المطلوبة استنادًا إلى المادة 7.4 من هذه الاتفاقية، (4) لم تتوافق الأنشطة الممنح عليها في خطة الاستكشاف مع
pursuant to Article 7.6. (iv) the activities contemplated in the Exploration Plan are not in accordance with Best International Petroleum Industry Standards, (v) such activities would, in the reasonable opinion of the Petroleum Administration, present an unacceptable risk to health, safety or the environment, or (vi) such activities would violate applicable Lebanese law. Any decision to reject an Exploration Plan shall be accompanied by a written explanation of the reasons for such rejection. In the event that any Exploration Plan is not approved, the Right Holders may submit an amended Exploration Plan addressing the issues giving rise to its rejection, and such Exploration Plan shall be evaluated on the basis of the same standards. Unless the Minister allows otherwise, the Right Holders may only submit one such amended Exploration Plan in respect of each Exploration Period. Prior to the rejection of any such amended Exploration Plan by the Minister, the Petroleum Administration shall notify the Right Holders of the contemplated rejection, and upon the request of the Right Holders, shall engage in good faith discussions with the Right Holders for at least thirty (30) days with regard to possible further amendments to the Exploration Plan. Pending the outcome of such discussions, the Exploration Plan shall not be deemed approved or rejected. If such discussions result in agreed further amendments, the Right Holders shall have the right to submit an Exploration Plan with such amendments in replacement of the prior amended Exploration Plan (notwithstanding the restriction that would otherwise limit the Right Holders to one amended Exploration Plan).

8. In the event that, at the end of the first Exploration Period, the Right Holders do not submit an Exploration Plan for the second Exploration Period, or any such Exploration Plan (and any amended plan) is finally rejected, then the Right Holders may not conduct any further Petroleum Activities, except for (I) Appraisal Activities conducted within an Appraisal Area in

أفضل المعايير العالمية لصناعة البترول، (9) شكلت هذه الأنشطة؛ يجب أن تكون هيئة إدارة قطاع البترول المغول، مختار غير مقبول على الصحة، السلامة أو البيئة، أو (3) خلفت هذه الأنشطة القانوني البنائي المزعزع للإمكانيات. يجب أن يوفر أي قرار برفض خطط الاستكشاف تفسير خطي حول أسباب هذا الرفض. في حال عدم الموافقة على أي خطط استكشاف، يمكن لأصحاب الحقوق أن يبدوا خطط استكشاف معجلة لعائل المواقف التي أدت إلى رفضها، ويتم تقديم خطط الاستكشاف هذه استنادًا إلى نفس المعايير. يحق لأصحاب الحقوق تقديم خططة استكشاف معجلة واحدة فقط بخصوص كل مادة استكشاف، إذا تم التماس الوزير بخلاف ذلك. قبل رفض أي خطط استكشاف معجلة معلنة من قبل الوزير، يلغيه إدارة قطاع البترول أصول الحقوق بالخفض المطلق، وبناءً على أصول الحقوق، يبدأ بكل حسن نية، وتلبية مع اجتماع الحقوق لمدة لا تقل عن ثلاثين (30) يومًا بخصوص إمكانية إجراء تحديثات أخرى على خططة الاستكشاف، بانتظام، نتيجة هذه المقابلات، لا تعتبر خططة الاستكشاف مقبولة أو مرفوضة، إذا أدت هذه المقابلات إلى الاتفاق على تحديثات أخرى. يحق لأصحاب الحقوق تقديم خططة استكشاف مع تلك التحديثات لتحل محل خطط الاستكشاف السابقة المعجلة (على الرغم من القيود التي يلزم من ناحية أخرى، لأصحاب الحقوق بخططة استكشاف واحدة معجلة).
accordance with an Appraisal Plan, and (ii) Petroleum Activities conducted within a Development and Production Area in accordance with a Development and Production Plan. In such event, the Right Holders shall be deemed to have relinquished the entire Block, except for any Appraisal Area or Development and Production Area that has been approved, and any proposed Appraisal Area or proposed Development and Production Area that is the subject of an Appraisal Plan or Development and Production Plan that is under review for possible approval.

9. In the event that Reconnaissance, Exploration or Appraisal Activities contemplated in an Exploration Plan are substantially interrupted due to an Event of Force Majeure, the relevant Exploration Period (and the period for completion of the relevant Minimum Work Commitment) shall be extended by the number of days of the interruption. However, no Exploration Period may be extended beyond the end of the Exploration Phase, except with the prior approval of the Council of Ministers in accordance with Article 21-1 of the Law no 132/2010 (OPR Law). In such event, the Exploration Phase may not be extended beyond the latest date permitted by the Law no 132/2010 (OPR Law).

10. At the end of the Exploration Phase, the Right Holders may apply to the Minister, with a copy to the Petroleum Administration, for an extension of the Exploration Phase pursuant to Article 21 of the Law no 132/2010 (OPR Law). Such an application must be submitted within the time period contemplated in Article 33 of the Decree no 10289/2013 (PAR). The application shall provide the following information:

a) the reasons the Right Holders are seeking an extension (which must be valid operational reasons or an Event of Force Majeure, as provided in the applicable law).


10. في نهاية مرحلة الاستكشاف، يمكن لأصحاب الحقوق أن يقدموا طلبا إلى الوزير، مع نسخة إلى هيئة إدارة الفنادق البترول، تمديد مرحلة الاستكشاف إستنادا إلى المادة 21 من القانون رقم 132/2010 (قانون الموارد البترولية في المياه البحرية). يجب أن يقدم هذا الطلب خلال الفترة الزمنية المنصوص عليها في المادة 33 من المرسوم رقم 189/2013 (الأنظمة والقواعد المتعلقة بالأنشطة البترولية). يجب أن يتضمن هذا الطلب المعلومات التالية:

أ) الأسباب التي دعت أصحاب الحقوق إلى طلب التمديد (والتي يجب أن تكون أسباباً تشغيلية وجيزة أو ظروف قوة قاهرة، وفق المنصوص عليه في
Article 33 of the Decree no 10289/2013 (PAR);

المادة 33 من المراسيم رقم 10289/2013 (الأنظمة والقواعد
 المتعلقة بالأنشطة البترولية).

b) the proposed duration of the extension,

ب) فترة التمديد المقترحة.

c) a description of the portion of the Block to be relinquished pursuant to Article 24 of the Law no 132/2010 (OPR Law), and


d) a proposed Exploration Plan covering the period of the extension (or a statement to the effect that the purpose of the extension is to pursue activities under an approved Appraisal Plan, or to prepare a Development and Production Plan for approval).

د) خطة استكشاف مُقترحة تغطي فترة التمديد (أو بيان بأنه هدف التمديد هو متابعة الأنشطة يجب خطة تقويم مواقع عليها أو تقديم خطة انتاج وتطوير للمواقع عليها).

The Right Holders may propose to provide a guarantee relating to the work contemplated in such Exploration Plan (including pursuant to the Work Commitment Guarantee provided in connection with the Second Exploration Period, if appropriate), and the Minister shall consider any such guarantee in deciding whether to submit the extension request to the Council of Ministers for approval pursuant to Article 21-1 of the Law no 132/2010 (OPR Law). Any such extension shall be effective only upon the approval by the Council of Ministers.

يمكن لأصحاب الحقوق اقتراح تقديم كفالة تتعلق بالعمل المنصوص عليه في خطة الاستكشاف هذه بما في ذلك تعاون الكافلة الإلتزام بموجبات العمل المنصوص عليها في ما يتعلق بفترة الاستكشاف الثانية، إذا كان ذلك ملائماً، ويأخذ الوزير بالإعتبار هذه الكفالة لدى اتخاذ القرار بشأن عرض طلب التمديد على مجلس الوزراء للموافقة عليه عملاً بالمادة 21-1 من القانون رقم 132/2010 (قانون الموارد البترولية في المياه البحرية). لا يكون أي تمديد نافذاً إلا بعد موافقة مجلس الوزراء.

11. For the avoidance of doubt, the duration of the Exploration Period(s) and the Exploration Phase shall not be affected by the submission or approval of an Appraisal Plan or a Development and Production Plan. The Right Holders may continue to conduct Exploration, Reconnaissance and Appraisal Activities in all parts of the Block for the remaining duration of the Exploration Phase, and inside of a Development and Production Area for the remaining duration of the Exploration Phase and the Production Phase. If an additional Discovery is made,

11. نفادياً للشك، لن تتأثر فترة مدة/ واحد الاستكشاف مرحلة الاستكشاف بتمديد أو الموافقة على خطة تقويم أو خطة تطوير وإنتاج. يمكن لأصحاب الحقوق متابعة تنفيذ أنشطة الاستكشاف والاستطلاع والتقديم في جميع أجزاء الرقعة وذلك للفترة المتبقية من مرحلة الاستكشاف، ضمن منطقة التطوير والإنتاج للفترة المتبقية من مرحلة الاستكشاف ومرحلة الإنتاج. إذا حصل اكتشاف إضافي، فمن أصحاب الحقوق اتباع الإجراءات المنصوص عليها في هذه الاتفاقية بشأن هذا الاكتشاف الإضافي.
the Right Holders shall follow the procedures contemplated by this EPA in respect of such additional Discovery.

Art. 8 Minimum Work Commitment

1. The Right Holders shall carry out the Minimum Work Commitment stipulated by this Article with respect to each Exploration Period. The Minimum Work Commitments stipulated by this Article may not be performed as Exclusive Petroleum Operations.

2. During the first Exploration Period the Right Holders shall conduct the following Minimum Work Commitment:

a) Exploration Wells drilling:
(1) Drill at least ( ) Exploration Well(s). Each Exploration Well shall be drilled according to the Technical Proposal submitted by the Right Holders or the Initial Right Holders as specified in the Tender Protocol.

In case any part of the Minimum Work Commitment for the first Exploration Period described in this Article has not been performed by the end of the first Exploration Period, the Right Holders shall pay to the State an amount of [............. (....)] United States dollars, less the amount of Recoverable Costs incurred during the first Exploration Period in fulfilment of the Minimum Work Commitment.

3. During the second Exploration Period (excluding any extension approved by the Minister pursuant to Article 7.2), the Right Holders shall conduct the following Minimum Work Commitment:

و- تعمل المادة الثانية (التزام الحد الأدنى لموجيات العمل) لتصبح كالتالي:

المادة 8 التزام الحد الأدنى لموجيات العمل

1. يتوجب على أصحاب الحقوق تنفيذ التزام الحد الأدنى لموجيات العمل المنصوص عليها في هذه المادة في ما يتعلق بكل استكشاف. لاجوز تنفيذ التزامات الحد الأدنى لموجيات العمل المنصوص عليها في هذه المادة على أنها عمليات بتروالية حضرية.

2. خلال مدة الاستكشاف الأولي، يجب على أصحاب الحقوق تنفيذ التزام الحد الأدنى لموجيات العمل التالية:

أ- حفر أبار الاستكشاف:
(1) حفر ما لا يقل عن ( ) بئر/بار استكشاف. يجب حفر كل بئر استكشاف وفقًا لما هو محدد في الملف الفني المقدم من قبل أصحاب الحقوق أو أصحاب الحقوق في موجبات الأساسين وفقًا لشروط الشروط.

في حال عدم تنفيذ أي جزء من التزام الحد الأدنى لموجيات العمل المفروضة في هذه المادة، كذلك بنيان مدة الاستكشاف الأولي، يتوجب على أصحاب الحقوق أن يدفعوا لدولة مبلغ [............. (....)] دولار أمريكي، محسوبًا من قيمة التكاليف القاحلة للاستكشاف التي تRefreshing خلال مدة الاستكشاف الأولي في سبيل تنفيذ التزام الحد الأدنى لموجيات العمل.

3. خلال مدة الاستكشاف التالية، (باستثناء أي تمديد موافق عليه من الوزير بناءً على المادة 7.2 من هذه الاتفاقية) يجب على أصحاب الحقوق تنفيذ التزام الحد الأدنى لموجيات العمل التالية:
Exploration Wells drilling:

1. Drill at least __ (____) Exploration Wells. Each Exploration Well shall be drilled according to the Technical Proposal submitted by the Right Holders or the Initial Right Holders as specified in the Tender Protocol.

In case any part of the Minimum Work Commitment for the second Exploration Period described in this Article has not been performed by the end of the second Exploration Period, the Right Holders shall pay to the State an amount of [_____________ (___)] United States dollars, less the amount of Recoverable Costs incurred during the second Exploration Period (or carried forward from the first Exploration Period as provided below) in fulfillment of the minimum Work Commitment.

4. At the end of each Exploration Period (excluding any extension approved by the Minister pursuant to Article 7.2, in the case of the second Exploration Period), if the Minimum Work Commitment has not been satisfied, the Right Holders shall provide a statement of the Recoverable Costs incurred in fulfillment of the Minimum Work Commitment within sixty (60) days of the end of such Exploration Period. The Right Holders shall pay the requisite amount described in paragraphs 2 or 3 above, as the case may be, within thirty (30) days of the delivery of such statement. Such payment shall be without prejudice to the right of the Petroleum Administration to dispute the amount of such Recoverable Costs or their attribution to the Minimum Work Commitment. In the event that any such payment is not made in a timely manner, the Minister may draw the relevant amount under the applicable Work Commitment Guarantee. In the event that the statement of Recoverable Costs is not submitted in a timely manner, the Minister may draw the entire amount of the applicable Work Commitment Guarantee, as if the
Recoverable Costs were zero, unless the failure to submit the statement is cured before the drawing is made. [The Minister shall draw the full amount available under the applicable Work Commitment Guarantee before making any claim under any guarantee provided pursuant to Article 6.4/6.8 of this EPA] arising from any failure by the Right Holders to satisfy the Minimum Work Commitment.]

The last paragraph will be amended or deleted in case any guarantee is requested pursuant to Articles 6.4 and 6.8 of this EPA.

5. The Right Holders must complete the work contemplated by the Minimum Work Commitment regardless of the amount of Recoverable Costs incurred in doing so. The Minimum Work Commitment is a minimum work obligation and not a spending obligation.

6. Should any Well forming part of the Minimum Work Commitments be abandoned before reaching the defined objectives of such Well for any reason, the Right Holders shall drill a substitute Well, unless the Right Holders demonstrate to the reasonable satisfaction of the Minister (based on the opinion of the Petroleum Administration) that:

(i) a formation stratigraphically older than the deepest target formation is encountered;

(ii) basement is encountered;

(iii) further drilling would present an obvious danger, such as but not limited to the presence of abnormal pressure or excessive losses of drilling mud;

(iv) impenetrable formations are encountered;

المتوفّرة بموجب كافة الإلتزام بواجبات العمل القانوني قبل الانتهاء بأي طلباتية بموجب أي كتلة مقدمة بالاستناد إلى المادة [6.4/6.8 من هذه الاتفاقية] نتيجة أي تخلف من قبل أصحاب الحقوق عن تنفيذ الإلتزام الحد الأدنى لواجبات العمل.

ويتم تعديل أو حذف الفقرة الأخيرة وفق ما إذا كانت أي كتلة مطلوبة بالاستناد إلى المادة 6.4 والمادة 6.8 من هذه الاتفاقية.

5. على أصحاب الحقوق إنجاز العمل المقصود عليه في التزام الحد الأدنى لواجبات العمل بغض النظر عن قيمة التكاليف الضرورية التي تم تكديها في هذا السبيل. إن الإلتزام الحد الأدنى لواجبات العمل هو موجب حتى لأي لواجبات العمل وليس موجب إتفاق.

6. في حال تم التخلي عن أي بناء تشكل جزءاً من التزامات الحد الأدنى لواجبات العمل قبل بلوغ الأهداف المحددة لهذه البناء لأي سبب، يجب على أصحاب الحقوق حفر بناء بدلاً إذا أثبت أصحاب الحقوق، بما هو مقبول لدى الوزير بشكل معقول (بالاستناد إلى رأي هيئة إدارة قطاع البترول) ما يلي:

١) إذا تم إختراق طبقات أقدم من أعمق طبقة جيولوجية مثبتة;

٢) صوانت وجود طبقة جيولوجية أقدم من كل الطبقات التي تعلوها;

٣) متاعة الحفر تشكل خطراً أكيداً من ذلك على سبيل المثال لا الحصر، ووجود ضغط جيوفي فوق معدل الضغط المتوقع على علم معين أو خسارة مرفعة لسائل الحفر;

٤) صوانت وجود طبقات جيوفية لا يمكن اختراقها.
In such circumstances, the drilling of any such well may be terminated at a lesser depth and shall be deemed to have satisfied the obligations of the Right Holders in respect of that Well. In the event that the Right Holders are required to drill a substitute Well, the Right Holders may apply to the Minister for an extension of the relevant Exploration Period, which the Minister may grant, to the extent such extension is reasonably necessary to allow for drilling and evaluation of the substitute Well. No such extension may last beyond the end of the Exploration Phase (unless an extension of the Exploration Phase is applied for pursuant to Article 7.10 of this EPA and approved by the Council of Ministers in accordance with Article 21-1 of the Law no 132/2010 (OPR Law)). No such extension shall be available if the relevant Well is abandoned before reaching its defined objectives as a result of the failure by the Operator to conduct the relevant Petroleum Activities in accordance with the standards required by this EPA and the decree no 10289/2013 (PAR).

7. In the event the number of Wells drilled by the Right Holder (excluding any appraisal Well) or the Data acquired during the first Exploration Period exceeds the number of Wells or the amount of Data acquired provided for in the Minimum Work Commitment for that Exploration Period as specified by this EPA, the number of additional Wells drilled or the amount of additional Data acquired by the Right Holder during such Exploration Period may be carried forward and treated as work undertaken in discharge of the Right Holder's Minimum Work Commitment to drill Wells or acquire Data during the second Exploration Period if such work would comply with the requirements of the second Exploration Period; provided, however, if by
reason of the provisions of this Article the Minimum Work Commitment of the Right Holder for the second Exploration Period as specified by this EPA has been fully discharged by the Right Holders before that Exploration Period commences, the Right Holders shall, after consultation with the Petroleum Administration, adjust the Exploration Plan for the second Exploration Period so as to ensure the continuity of Petroleum Activities in the Block pursuant to this EPA.

8. Appraisal Wells drilled with respect to a Discovery shall not be considered Exploration Wells for purposes of the Minimum Work Commitment. In the event of a Discovery, only the Discovery Well shall be deemed to be an Exploration Well for purposes of the Minimum Work Commitment.

Z- تُحدّى المادة التاسعة (كثافة الإلتزام بموجبات العمل) لتصبح كالتالي:

Art. 9 Work Commitment Guarantee

1. On or prior to the date of this Agreement, the Right Holders have jointly and severally provided to the Minister one or more Work Commitment Guarantees in the aggregate amount of US$_____ (This amount will be determined pursuant to the Tender Protocol).

2. On or prior to the date of submission of an Exploration Plan for the second Exploration Period, the Right Holders shall be jointly and severally required to provide to the Minister one or more Work Commitment Guarantees in the aggregate amount of US$_____. (This amount will be determined pursuant to the Tender Protocol).

3. Following the end of each calendar year, the Right Holders may present to the Minister, with a copy to the Petroleum Administration, a statement of the
Recoverable Costs they incurred in fulfillment of the Minimum Work Commitment during such calendar year. Within thirty (30) days after the receipt of such statement, the Minister, based on the recommendation of the Petroleum Administration, shall provide to the Right Holders a certificate (in the form attached to the Work Commitment Guarantee) providing for the reduction of the amount of the Work Commitment Guarantee in an amount equal to the lesser of (i) the Recoverable Costs set forth in the statement and (ii) the aggregate of the Indicative Work Commitment Amounts provided in the Technical Proposal submitted as per the Tender Protocol that correspond to the particular Minimum Work Commitments completed during such calendar year. The foregoing notwithstanding, the amount of the Work Commitment Guarantee shall under no circumstances be reduced to an amount that is less than the aggregate of the Indicative Work Commitment Amounts estimated by the Right Holders in the Technical Proposal submitted as per the Tender Protocol as necessary to perform the Minimum Work Commitments that remain to be completed prior to the end of the first Exploration Period or second Exploration Period, as the case may be. In the event that the Minister, based on the recommendation of the Petroleum Administration, disputes the amount of any such Recoverable Costs, or their allocation to the Minimum Work Commitment, the Minister shall provide a certificate with respect to the undisputed portion thereof. The Petroleum Administration and the Right Holders shall discuss the resolution of such dispute, and if no agreement is reached within thirty (30) days of the date of delivery of such statement, the Right Holders may submit the question to a sole expert for determination pursuant to Article 39 of this EPA. Such determination shall be final and binding on the Parties. Following the resolution of the dispute, the Minister shall provide the Right Holders with an additional certificate to reduce the Work Commitment.
4. When the Minimum Work Commitment for an Exploration Period has been completed, the Work Commitment Guarantee for the Exploration Period in question shall be released within thirty (30) days after the Right Holders deliver a request for such release to the Petroleum Administration.

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Art. 20 Recruitment, training and institutional support

1. The Right Holders shall develop and carry out an effective recruitment and training program for Lebanese personnel in accordance with this EPA, the law no 132/2010 (OPR Law), and decree no 10289/2013 (PAR), including such additional requirements as may be specified by the Petroleum Administration pursuant to Article 164 of the decree no 10289/2013 (PAR). A proposal for a detailed recruitment and training program shall be submitted to the Petroleum Administration for approval no later than six (6) months after the Effective Date of this EPA. An updated program for recruitment and training shall be submitted annually to the Petroleum Administration by 31 December each year. As of the beginning of the Exploration Phase, not less than eighty per cent (80%) of the aggregate number of employees of the Right Holders (including the Operator) shall be Lebanese nationals. Prior to the beginning of the Exploration Phase, the Right Holders and their contractors and subcontractors according to article 67 of the Law no 132/2010 (OPR Law) shall achieve this eighty per cent (80%) threshold as soon as possible, to the extent that they are able to recruit a sufficient number of Lebanese nationals.

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المادة 20 الاستخدام والتدريب والدعم المؤسسي

1. على أصحاب الحقوق تطوير وتنفيذ برنامج فعال للاستعداد وتدريب العاملين اللبنانيين وفقاً لاتفاقية الاستكشاف والانتاج، والقانون رقم 132/2010 (قانون الموارد البيئية في المياه البحرية) والمرسوم رقم 289/2013 (الأنظمة والقواعد المتعلقة بالأنشطة البيئية). يجب تقديم اقتراح لبرنامج مفصل حول الاستخدام والتربة إلى هيئة إدارة قطاع البرولو للمواصفات عليه في مدة لا تتجاوز سنتي (2) أشهر بعد تاريخ نفاد هذا الاتفاقية. يجب تقديم برنامج استخدام وتدريب جرى تطبيقه إلى هيئة إدارة قطاع البرولو وذلك سنوياً بحلول 31 كانون الأول من كل سنة. اعتباراً من بداية مرحلة الاستكشاف، يجب أن يكون ما لا يقل عن ثمانية بالمائة (80%) من العدد الإجمالي للعمالを入れن لدى أصحاب الحقوق (بما في ذلك المقاولين والمملوكلين الذين يتقاضون متعيم) من الجنسية اللبنانية. قبل بدء مرحلة الاستكشاف، يجب على أصحاب الحقوق المقاولين والمملوكلين الذين تعاونوا معهمしたもの هو منصوص عليه في المادة 37 من القانون رقم 132/2010 (قانون الموارد البيئية في المياه البحرية) إلى حد الثمانين بالمائة (80%) في أقرب وقت ممكن، والذي يكون فيه قابلين على استخدام عدد كافٍ من
2. Without limiting the foregoing, the Operator shall employ, and cause all Contractors and Subcontractors to employ, qualified personnel of Lebanese nationality whenever available. The Right Holders shall fund the training of Lebanese personnel associated with Petroleum Activities. Each Exploration Plan and Development and Production Plan shall include a plan for the hiring and training of persons of Lebanese
3. The Right Holders shall pay costs related to the support of public sector institutions and the training of public sector personnel with functions relating to the oil and gas sector identified by the Petroleum Administration in addition to those nominated by the concerned ministries and notified to the Petroleum Administration (including awarding public sector personnel research grants), in an amount up to $300,000 per year (increased by 5% each year) until the beginning of the Production Phase, and thereafter $50,000 per year (increased by 5% each year). The Right Holders shall, upon request by the Petroleum Administration, assist the Petroleum Administration in arranging third party training opportunities for such public sector personnel, to be paid for by the Right Holders pursuant to the preceding sentence. The Right Holders shall pay all such costs directly to the provider of the training (or to the recipient of the research grant) when due and shall, promptly upon request from the Petroleum Administration, provide satisfactory evidence of payment of such costs in order to enable the Petroleum Administration to monitor and verify the Right Holders’ expenditure under this Article.

4. The Right Holders and their Affiliates may provide training or participate in the preparation of training programs contemplated by Article 20.3, unless doing so would represent an actual or potential conflict of interest (such as training auditing personnel who would be expected to audit the books and records of the Right Holders). As soon as practicable after the Effective Date, the Right Holders and the Petroleum Administration shall jointly prepare, and shall subsequently update at least annually, a plan for institutional support and training programs to be implemented pursuant to Article 20.3.
المادة 21. Coordinated Petroleum Activities and utilisation

1. In the event that a Reservoir that is the subject of a Potentially Commercial Discovery extends beyond the Block into an adjacent block which is the subject of another Petroleum Right that grants a third party the right to conduct Development and Production activities (an “Adjacent Awarded Block”), the relevant provisions of Article 38 of the law no 132/2010 (OPR Law) shall apply, and the Right Holders shall in good faith negotiate and agree with the right holder(s) of the Adjacent Awarded Block on the terms of a unitisation agreement, which terms shall be based on reliable technical, operational and economic parameters in a manner designed to ensure optimal recovery of Petroleum in the Reservoir, all in accordance with Best International Petroleum Industry Standards. The
apportionment of the entitlements of the Right Holders, on the one hand, and the holder(s) of the Petroleum Right for the Adjacent Awarded Block, on the other hand, shall be agreed upon on a fair and equitable basis and, to the extent practicable, be determined on the basis of the expected total reserves in the Block and in the Adjacent Awarded Block. The Appraisal Plan for such Potentially Commercial Discovery shall have, as an objective, the preparation of a unitised Development and Production Plan, the determination of the respective entitlements to Production, and the preparation and negotiation of an unitisation agreement in accordance with Best International Petroleum Industry Standards. The unitised Development and Production Plan shall include a plan for unitisation which identifies the limits of the unitised area, the volumes of estimated Petroleum in place, and the principal terms to be included in the unitisation agreement and an undertaking by the respective parties to coordinate efficiently among themselves for the optimal development of the unitised Reservoir.

2. In the event that a Reservoir of an Adjacent Awarded Block extends into the Block, the Right Holders agree to negotiate in good faith with the right holder(s) of the Adjacent Awarded Block the terms of a unitisation agreement and to coordinate efficiently for the optimal development of the unitised Reservoir, under the same terms provided in paragraph 1 above.

3. If the condition of a Reservoir extending beyond its initial delineation line is discovered only after a Development and Production Plan has been put into effect, the Right Holders, on the one hand, and the holder(s) of the Adjacent Awarded Block, on the other hand, shall prepare a unitised plan for Development and Production and may continue approved activities pending finalisation of the unitised plan.
4. في حال تجاوز أي مكمن حدود الرقعة إلى داخل منطقة متناخة ليست رقعة متناخة مندوبة، تطبق عندن أحكام المادة 38 م، من القانون رقم 132/2010 (قانون الموارد البترولية في المياه البحرية) لهذه المادة، ووفقًا لأحكام المادة 14 من المرسوم رقم 288/2011 (الأنظمة والقواعد المتعلقة بالأوش: البترولية)، يمكن إجراء إدارة قطاع البترول أن تحدد من وقت لآخر متى أي طلب يقدم من قبل أصحاب الحق إلى الوزير لتوسيع حدود الرقعة القائمة. يجب أن يتضمن أي طلب توسيع حدود الرقعة عرضاً تجارياً وعرضًا تقييماً وعناوين العروض التقليدي على برنامج تنافسي لائتمام الحد الأدنى لميزانيات العمل المنطقية المتناخة هذه تقسيباً. أقر أصحاب الحق ووافقوا صراحةً على أن مجلس الوزراء يحتفظ بملف الاستماع المواقع على هذا التوسيع أو رفضه.

5. تطبيق أحكام الفقرة 1 أو 3 من هذه المادة (وفق القانون المqli) على الحالة التي يتجاوز فيها مكمن ما حدود الخط الفاصل للبحر الفاصل أو إمدادات البنية خاضعة لقوانين دول أخرى، ستساهم أن الدولة تكون مسؤولة عن أي مفاوضات بين الحكومات، ويقوم أصحاب الحق بالتفاوض مع أي شريك أو أصحاب حق في النطاق الخاص في البلد الآخر. يضع أي تطوري هذا المكمن أو لبناء أو استعمال نماذج عبر الحدود أو أي تأثير آخر بين الحدود، أي كيانات أخرى في ما خصص الانتداب بين الأوش البترولية عبر الحدود أو أي قرار تطوير هذا المكمن من دون هذا اتفاق أو ترتيب، لوافقة مجلس الوزراء المسئولة. وفي هذا الخصوص، يجب أن تكون أي منافذات أو اتفاقيات أو ترتيبات أخرى قائمة، مع أي طرف ثالث، متوافقة دوامًا مع القوانين والأنظمة الليبية المرئية الإجراء.
المادة 25 من الملكية الأصولية

1. إن الملكية الكنسية أو المقدمة من أصحاب الحقوق من أجل الأنشطة البترولية وفقًا لهذه الاتفاقية، والتي تكون مكتفية خاصة لمدة استدامة الاستعداد نحوها من هذه الاتفاقية والإجراءات المشتركة والمتفق عليها من قبل المشغل، تتمتع بذات الصلة بناءً على أحكام هذه الاتفاقية، ويتم تقييمها إلى الدولة وتصبح ملكًا للدولة من دون دفع أي دين لدى أطراف هذه الاتفاقية.

2. يحق لأصحاب الحقوق الحق بالاستعمل للنشاط في تنفيذ هذه الاتفاقية وخلال مدة، يهدف القياس بالأنشطة البترولية، إلى مدى الذي يكون للمنشآت البترولية، إلى محافظهم على الرئاسة في إدارة مجمعات الحقول، أن يطلب من أصحاب الحقوق من أجل الاحكام والشروط المنصوص عليها في المادة 29 من القانون رقم 182/2010 (قانون الموارد البترولية في الدولة البحرينية) وفي المادة 59 من النظام القانوني رقم 117/2012 (القواعد والأنظمة المتعلقة بالأنشطة البترولية). لا يحق لأصحاب الحقوق، قبل انتهاء هذه الاتفاقية، التخلص من هذه المنشآت أو بيعها أو التصرف بها خلاف ذلك إلا بالاتفاق متبادل.

3. لا تطبق أحكام المادة 25 من هذه الاتفاقية على الأصول المستأجرة والأصول المملوكة المستمدة مؤقتًا من قبل المقاولين أو المقاولين التنفيذين، والتي يقضي عوض ذلك، إزالة الملكية المستقلة من الرقعة لدى انتهاء هذه الاتفاقية.

4. يتوجب على أصحاب الحقوق، إعداد خطة تنفيذ تنقل الملكية المستخرجة في مدة لا تتجاوز السنة (1) أشهر السابقة بتاريخ الموعد لانتهاء هذه الاتفاقية. في حالة لم تتمكن أي إجارة تكنولوجيا أو الملكية الفكرية الساري للمؤلف بعد هذا الانتهاء،
property would not remain in force following such termination, the transfer plan shall also include a plan for the provision of services or arrangements so as to ensure the effective continuation of Petroleum Activities following such termination.

5. All Data collected, developed or obtained by the Right Holders in relation to or resulting from Petroleum Activities pursuant to this EPA, including geological, geophysical, petrophysical, engineering, Well logs, production Data and completion status reports and any other reports, analyses, interpretations, maps, evaluations or other Data (including derivative Data) relating to or resulting from Petroleum Activities pursuant to this EPA, shall, according to applicable Lebanese law, be the property of the State.

6. All Data, referenced in Article 25.5 of this EPA that is collected, developed or obtained by the Right Holders shall be submitted to the State free of charge and may be used for Petroleum Activities free of charge by the Right Holders for the duration of this EPA.

7. Copies of the referenced in Article 25.5 shall be stored in Lebanon. Additional copies of such Data, Lebanese law, be exported. In addition, core samples may be exported temporarily for such period of time as may be reasonably necessary to allow Right Holders or their Contractors and Subcontractors to perform analyses in connection with Petroleum Activities, but shall be returned to Lebanon as quickly as reasonably practicable after the completion of such analyses. In cases where an unavoidable consequence of the analyses carried out by Right Holders or their Contractors and Subcontractors is the destruction of core samples, the remnants of such core samples shall be returned to Lebanon in accordance with this Article.

8. All proprietary technology of the Right Holders and their Affiliates, Contractors and Subcontractors used in
connection with Petroleum Activities shall remain the property of the Right Holders and their Affiliates, Contractors and Subcontractors.

Art 27. Procurement and supply bases

1. Subject to applicable Lebanese law and the provisions of the Joint Operating Agreement for the procurement of goods and services for the purpose of Petroleum Activities pursuant to this EPA, Right holders shall conduct procurement on the basis of competitive tenders (except that competitive tenders shall not be required for (i) any contract between the Operator and an Initial Right Holder or its Affiliates which has been approved in advance by the Minister in accordance with Article 27.2 of this EPA or (ii) any contract, or group of related contracts, with a total value of US$50,000 or less, or such other lower threshold as the Right Holders may agree in the Joint Operating Agreement). The Right Holders shall ensure that preferential treatment is given to Lebanese goods and services that are competitive with regard to quality, availability, price and performance, in accordance with Article 67 of the law no 132/2010 (OPR Law) and Article 157 of the decree no 10289/2013 (PAR). Without limiting the foregoing, the Right Holders shall procure that:

a) in selecting Contractors for the provision of services in relation to Petroleum Activities, the Operator shall select, when possible, individuals who are Lebanese or Entities which are majority-owned or controlled by Lebanese nationals and that provide such services

(أ) عند اختيار المتعاونين لتقديم الخدمات المتعلقة بالأنشطة البترولية، يقوم المشغل، عندما يكون ذلك ممكنا، بإختيار أفراد لبنانيين أو كيانات مملوكة بأكثرية من لبنانيين أو يحكم بها لبنانيون. تقدم هذه الخدمات من خلال مؤسسات دائمة في لبنان، بشرط...
 serviços:

*Art 27. Procurement and supply bases*

1. Subject to applicable Lebanese law and the provisions of the Joint Operating Agreement for the procurement of goods and services for the purpose of Petroleum Activities pursuant to this EPA, Right Holders shall conduct procurement on the basis of competitive tenders (except that competitive tenders shall not be required for (i) any contract between the Operator and the Initial Right Holder or its Affiliates which has been approved in advance by the Minister in accordance with Article 27.2 of this EPA or (ii) any contract, or group of related contracts, with a total value of US$50,000 or less, or such other lower threshold as the Right Holders may agree in the Joint Operating Agreement). The Right Holders shall ensure that preferential treatment is given to Lebanese goods and services that are competitive with regard to quality, availability, price and performance, in accordance with Article 67 of the law no 132/2010 (OPR Law) and Article 157 of the decree no 10289/2013 (PAR). Without limiting the foregoing, the Right Holders shall procure that:

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a) in selecting Contractors for the provision of services in relation to Petroleum Activities, the Operator shall select, when possible, individuals who are Lebanese or Entities which are majority-owned or controlled by Lebanese nationals and that provide such services through permanent establishments in Lebanon, provided that:

| (i) the Operator, in its judgment acting reasonably, is satisfied (on the basis of demonstrated ability, experience, quality, timely performance, workmanship and other relevant criteria) with their ability to properly perform the work entrusted to them; |
| (ii) the cost of such services does not exceed one hundred and ten per cent (110%) of the lowest acceptable cost of equivalent or similar services offered by or otherwise available from foreign individuals or Entities that are not majority-owned or controlled by Lebanese nationals; and |

| الحد مما ذكر أعلاه، يضمن أصحاب الحقوق ما يلي: |
| (أ) عند اختيار المتعاقدين لتقديم الخدمات المتعلقة بالأنشطة البترولية، يقوم المشغل، عندما يكون ذلك ممكنًا، باختيار أفراد لبنانيين أو كيانات مملوكة بأكملها من لبنانيين أو يحكم بها لبنانيون لتقديم هذه الخدمات من خلال مؤسسات دائمة في لبنان، بشروط: |

| (1) أن يكون المشغل، وفقاً لرأيه المعقول، راضياً عن قدرتهم على التفتيذ الصحيح للأعمال المكلفة إليهم (بالاستناد إلى القدرة والخبرة والجودة والتفتيذ بمهل التفتيذ والحرفية وسواها من المعايير ذات الصلة التي قد جرى إنشاؤها); |
| (2) أن لا تتعدى تكاليف هذه الخدمات مادياً وعشرة في المائة (110% من التكاليف الدنيا المقبولة للخدمات المعادلة أو المشابهة التي يقدمها أو يوفرها أفراد أو |
(i) the Operator is reasonably satisfied (on the basis of demonstrated quality, workmanship, availability in the quantity and at the times when needed, and as may be appropriate, availability of service and support, and other relevant criteria) with the fitness of the goods; and

(b) in purchasing goods, the Operator shall give preference to goods which originate from Lebanon, or are manufactured in Lebanon, or are manufactured or constructed in Lebanon, in each case by Entities that are majority-owned or controlled by Lebanese nationals, and provided that:

(ii) unless available from foreign individuals or Entities that are not majority-owned or controlled by Lebanese nationals and otherwise competitive with those available from foreign individuals or Entities that are majority-owned or controlled by Lebanese nationals.
(ii) the goods price does not exceed one hundred and five per cent (105%) of the lowest acceptable all inclusive cost offered by or otherwise available for equivalent or similar goods that do not originate from Lebanon, are not manufactured or constructed in Lebanon or are not supplied by Entities that are not majority-owned or controlled by Lebanese nationals; and

(iii) the other terms and conditions on which such goods are offered or otherwise available are competitive with available goods that do not originate from Lebanon, are not manufactured or constructed in Lebanon or are not supplied by Entities that are not majority-owned or controlled by Lebanese nationals.

(2) أن لا يتجاوز ثمن البضائع مائة وخمسة وخمسة في المائة (105%) من أدنى سعر مقبول يشمل جميع النفقات ويكون متروحاً أو متوفراً لبضائع معادة أو مشابهة لا يكون منشأها لبناني أو لا تكون مصنعة أو مرتبكة في لبنان أو لا تكون صادرة عن كيانات ليست اكتريتها مملوكة من قبل أشخاص لبنانيين أو لا يتحكم بها لبنانيون;

(3) وأن تكون الأحكام والشروط الأخرى التي تكون هذه البضائع معروضة أو متوفرة على أساسها تنافسية مع البضائع المتوفرة والتي لا يكون منشأها في لبنان أو لا تكون مصنعة أو مرتبكة في لبنان أو لا تكون صادرة عن كيانات لا تكون أكتريتها مملوكة من قبل لبنانيين أو لا يتحكم بها لبنانيون.
Right Holders and the Operator shall procure that Contractors and their Sub-Contractors shall comply with this Article. The Exploration Plan and each Development Plan shall include a plan for retaining Lebanese companies as Contractors and Subcontractors, including priority rules meeting the requirements set forth in this Article.

2. The Operator may enter into agreements with Contractors (and permit Contractors to enter into agreements with Subcontractors) for the conduct of Petroleum Activities, and with suppliers of goods, equipment and materials to be used in Petroleum Activities, so long as such agreements are consistent with the terms of this EPA, the Joint Operating Agreement and Lebanese law. In the absence of Lebanese law specifying the procedures to be followed by the Operator in the procurement of goods and services under this EPA, the Joint Operating Agreement shall specify the applicable procurement procedures, provided that any agreement (i) between the Operator and any Right Holder or Affiliate thereof or (ii) which provides for a total amount of Recoverable Costs to be incurred under such agreement (or any group of related agreements) in excess of US$10 million in any calendar year, or US$20 million overall, must be approved in advance by the Minister upon the recommendation of the Petroleum Administration.

2. يمكن للمشغل التعاقد مع مقاولين (والسماح للمقاولين بالتعاقد مع مقاولين ثانويين) من أجل القيام بالأنشطة البترولية، ومع موردي البضائع والمعدات والأدوات المستعملة في الأنشطة البترولية، طالما أن هذه العقود متوافقة مع أحكام هذه الاتفاقية واتفاقية التشغيل المشترك والقانون اللبناني، في غياب قانون لبناني يحدد الإجراءات التي على المشغل اتباعها في ما يتعلق بتوريد البضائع والخدمات بموجب هذه الاتفاقية، يجب أن يتم تحديد إجراءات التوريد المستويجية التطبيق في اتفاقية التشغيل المشترك شرط أن تخضع هذه الاتفاقية للسند الم误导ية المسؤولية بالاستناد إلى رأي الهيئة (1) كل عقد بين المشغل وأي صاحب حق أو شركة مرتبطة به. أو (2) كان عقد نص على أن مجموع التكاليف القابلة للاسترداد التي سوف يتم
Any request for approvals shall include the amount of the relevant agreement or group of related agreements, the name of the relevant Contractor and either a copy of the agreement(s) or a description of the material terms thereof in reasonable detail. In the event that the Minister does not respond to a properly submitted request for approval of any agreement within thirty (30) days of submission, the request shall be deemed to be approved.

3. Supply bases for the provisions of goods and services, understood to include transshipment points, including air transport related to Petroleum Activities pursuant to this EPA, shall be used as stipulated by applicable Lebanese law and Article 8 of the decree no 10289/2013 (PAR), and approved plans for Development and Production.
breach of Article 41 of this EPA, the Minister may require the Forced Assignment to take place with immediate effect.

c) If the Defaulting Party has remedied the Forced Assignment Event within the 90 days’ notice period, the Forced Assignment Notice shall be deemed to be no longer in effect. If the Defaulting Party notifies the Minister that the Forced Assignment Event is not capable of remedy within such 90 day period, but is capable of remedy in a longer period of time, the Minister may grant an extension and suspend the effect of the Forced Assignment Notice, so long as the Defaulting Party is diligently pursuing a remedy. The delivery of a Forced Assignment Notice shall be deemed to suspend, and the conclusion of a Forced Assignment shall be deemed to remedy, any Termination Notice delivered in respect of the same events or circumstances.

d) In the event of a Forced Assignment under Article 36.2(b) of this EPA, each Non-Defaulting Party shall be required to accept the assignment of its share of the Defaulting Party’s Participating Interest, provided that the Non-Defaulting Parties shall not be liable for any obligations of the Defaulting Party accrued prior to the Forced Assignment. From the date of the Forced Assignment, the Non-Defaulting Parties shall be jointly and severally liable for all obligations arising from the Defaulting Party’s Participating Interest including but not limited to, any Minimum Work Commitment. The Right Holders may agree to arrangements among themselves for
the compensation (or absence of compensation) of the Defaulting Party, but no such agreement shall have any impact on the effectiveness of, or result in a delay in, any Forced Assignment.

e) Notwithstanding Article 36.2(b), the Minister may elect to have the State or an Entity wholly-owned by the State (provided that such Entity will be financially capable of meeting its obligations under the EPA) (i) take a Forced Assignment of the Defaulting Party's entire Participating Interest in lieu of the Non-Defaulting Parties, or (ii) take an assignment of a Participating Interest of 0.01% from the Defaulting Party, in which case the assignment to each Non-Defaulting Party shall be reduced accordingly. No compensation shall be paid to the Defaulting Party in connection with any such Forced Assignment.

f) Any Forced Assignment shall be effective notwithstanding any dispute by the Defaulting Party of the grounds therefore. In the event that an arbitral tribunal appointed pursuant to Article 38 of this EPA determines that such Forced Assignment was not justified, the remedy of the Defaulting Party shall be limited to monetary damages based on the fair value of its rights under this EPA as of the date of Forced Assignment, less any compensation received.

g) Nothing in this Article shall preclude the State from pursuing any and all remedies in respect of a default by a Defaulting Party available under this EPA, Lebanese law or otherwise.

المحل، ولكن لا يكون لأي اتفاق في ما بينهم أي تأثير على نفاد أي تنازل جبري أو ينتج عنه تأخير في التنازل الجبري.

ه) مع مراعاة ما ورد في المادة 36.2(b)، يمكن للوزير عندما يختار بأن تقوم الدولة أو أي كيان مملوك بالكامل من قبل الدولة (شرط أن يكون هذا الكيان قادرًا مالياً على الالتزام بموجباته عملاً بالاتفاقية) (1) أخذ تنازل جبري عن كامل نسبة مشاركة الطرف المخل بدلًا من الأطراف غير المخلين، أو (2) أخذ تنازل عن نسبة المشاركة بقيمة 0.01% من الطرف المخل، وفي هذه الحالة يتم تخفيف التنازل لكل طرف غير مخل وفقًا لذلك لا يُلزم أي تعويض إلى الطرف المخل بعدها التنازل الجبري.

و) إن أي تنازل جبري يكون ناقداً بالرغم من أي منازعة من قبل الطرف المحل للأسباب الألفة الذكر. في حالة قررت هيئة تحكيمية مشتركة بالإسناد إلى المادة 38 من هذه الاتفاقية أن هذا التنازل الجبري لم يكن مبرراً، يكون التعويض للطرف المحل مخصصاً تعويضاً مالياً مستندًا إلى القيمة العادلة لحقوقه بموجب هذه الاتفاقية بتاريخ التنازل الجبري. محسومًا منه أي تعويض مقبول.

ز) لا شيء في هذه المادة يمنع الدولة من القيام بأي وجميع وسائل المعالجة في ما يتعلق بالإخلال من قبل الطرف المحل المقصود عليها في هذه الاتفاقية وفي القانون اللبناني أو سواه.
3. Consequences of Termination. If the EPA is terminated in accordance with an EPA Termination Notice, the Right Holders shall:

a) forfeit all their future rights and interests under the EPA as from the date of termination;

b) release the State from any and all actions, claims, demands and proceedings that may arise out of such termination other than in respect of a dispute in relation to such termination; and

c) if termination occurs during an Exploration Period, forfeit the Work Commitment Guarantee, which the Minister may draw in an amount equal to its face amount less the Recoverable Costs incurred during such Exploration Period and attributable to the relevant Minimum Work Commitment.

بناء على المرسوم رقم 440/2019

31/7/2019

بناء على قانون الجمعيات المصدر في 3 أب 1969 ولا سياً المادة السادسة منه،

بناء على التعميم رقم 10/2019 بتاريخ 11/8/2019


بناء على العلم والخبر رقم 102 تاريخ 3/7/2019

بناء على الإصدار المسجل في الإدارة المركزية رقم 405 تاريخ 11/8/2019

بناء على اقتراح مدير عام الشؤون السياسية والاجتماعية

قرار رقم 1389

تعميم - علم وخبر

وزارة الداخلية والبلديات

ت分布 فرط خطا، وارد في بيان العلم والخبر رقم 372 تاريخ 7/7/2009.

المعطى بلغة الجمعية المسمى:

"مليا حبيبة" MILA HOBEIKA FOUNDATION

أن وزير الداخلية والبلديات.
goods, equipment and materials to be used in Petroleum Activities, so long as such agreements are consistent with the terms of this EPA, the Joint Operating Agreement and Lebanese law. In the absence of Lebanese law specifying the procedures to be followed by the Operator in the procurement of goods and services under this EPA, the Joint Operating Agreement shall specify the applicable procurement procedures, provided that any agreement (i) between the Operator and any Right Holder or Affiliate thereof or (ii) which provides for a total amount of Recoverable Costs to be incurred under such agreement (or any group of related agreements) in excess of US$10 million in any calendar year, or US$20 million overall, must be approved in advance by the Minister upon the recommendation of the Petroleum Administration.

Any request for approvals shall include the amount of the relevant agreement or group of related agreements, the name of the relevant Contractor and either a copy of the agreement(s) or a description of the material terms thereof in reasonable detail. In the event that the Minister does not respond to a properly submitted request for approval of any agreement within thirty (30) days of submission, the request shall be deemed to be approved.

نن أي طلب للاستحصال على موافقات يجب أن يتضمن قيمة العقد في الصلة أو مجموعة العقود ذات الصلة. واسم المتعاقد المحلي كما نسخة من العقد أو اتفاقية أو موافق متعلقة به. تتجاوز عشرة ملايين دولار أميركي في سنہ تقديرية أو مبلغ إجمالي قدره عشرون مليون دولار أميريكي.

ل- تمت المادة 30 (التعويض والمسؤولية) لتصبح كالتالي:

Art 30. Indemnification and Liability
1. The Right Holders shall indemnify and hold the State harmless from and against any and all claims, actions, demands and proceedings made against the State by third parties in respect of injury, loss or damage resulting from an act or omission by a Right Holder or the Operator and/or their Affiliates and/or Contractors or Subcontractors in their conduct of the Petroleum Activities that is in material breach of the EPA or Lebanese law or amounts to Gross Negligence or Wilful Misconduct.
2. Notwithstanding anything to the contrary in this EPA, no Right Holder or any of their Affiliates, Contractors or Subcontractors carrying out Petroleum Activities on behalf of a Right Holder shall be liable to the State and the State shall not be liable to any Right Holder or any of their Affiliates, Contractors or Subcontractors, for consequential or indirect losses, damages, expenses or liabilities including but not limited to inability to produce Petroleum, loss of Production or loss of profit.

3. In carrying out Petroleum Activities pursuant to this EPA, the Right Holders shall not be liable for any loss or damage suffered by the State that is caused by a Right Holder, the Operator or any of their Affiliates, Contractors or Subcontractors carrying out Petroleum Activities on behalf of a Right Holder unless such injury, loss or damage is the result of a breach of the EPA or Lebanese law or Gross Negligence or Wilful Misconduct on the part of a Right Holder, the Operator and/or their Affiliates, and/or Contractors or Subcontractors.

4. Any claim pursued by any third parties which would entitle any of the Parties, the Contractors or Subcontractors together referred to herein as the "Indemnified Party" to be indemnified by any of the other Parties, the Contractors or Subcontractors, together referred to herein as the "Indemnifying Party", shall be promptly communicated by the Indemnified Party by notice to the Indemnifying Party so that the Indemnifying Party may promptly intervene in such third party claim and pursue its defence. Such notice shall include a description of the third party claim and shall be accompanied by copies of all relevant papers received by the Indemnified Party and its counsel with respect to such third party claim (a "Claim Notice"). The Indemnified Party shall cooperate with the Indemnifying Party and its counsel in
contesting such third party claim. If the Indemnified Party fails promptly to communicate by notice as provided above, it shall not lose its rights to the indemnification pursuant to this Article, except to the extent that such failure results in prejudice to the Indemnifying Party.

5. If within thirty (30) days of receipt of a Claim Notice, the Indemnifying Party notifies the Indemnified Party that it elects to assume the defense of such claim, then the Indemnifying Party shall have the rights to defend, at its cost and expense, such claim by all appropriate proceedings including compromise or settlement thereof, so long as any settlement agreement does not provide for or result in any continuing liability or obligation on, or an admission of fault by, the Indemnified Party in respect of any third party claim. If the Indemnifying Party fails to elect to assume the defense of such claim within thirty (30) days of receipt of a Claim Notice, then the Indemnified Party shall have the right to defend at the sole cost and expense of the Indemnifying Party the third party claim by all appropriate proceedings including any compromise or settlement thereof.

6. Except as provided for in paragraph 6 of this Article, the Indemnified Party shall not settle or compromise any third party claim without the prior written consent of the Indemnifying Party, and in the event that it does so, the Indemnified Party shall not be entitled to any indemnification or to be held harmless in relation to such third party claim so settled or compromised.

7. The Right Holders shall cause the Contractors and Subcontractors to comply with the provisions of this Article as if they were parties thereto.
36 Early Termination and Forced Assignment.

1. Early Termination

a) The Minister may terminate this EPA by giving all of the Right Holders 90 days' written notice (an "EPA Termination Notice") specifying in reasonable detail the relevant circumstances if any of the following events or circumstances (each, a "Termination Event") occurs and is continuing:

(i) a material or repeated breach by the Right Holders or the Operator of the law no 132/2010 (OPR Law), the decree no 10289/2013 (PAR) or this EPA;

(ii) the Right Holders have failed to comply within a reasonable period of time with any final decision reached: (A) as the result of arbitration proceedings in accordance with Article 38 of this EPA, or (B) by a sole expert in accordance with Article 39 of this EPA that is final and binding in accordance with the provisions of this EPA;

المادة 36 الإنهاء المبكر والتنازل الجبري.

1. الإنهاء المبكر

أ) الوزير أن ينهي هذه الاتفاقية وذلك عبر إبلاغ جميع أصحاب الحقوق إشعاراً خطيًا مسبقًا قبل تسعين (90) يومًا على أن يحدد التفاصيل المقرونة الظروف العامة لذلك، وذلك في حال حصول واستمرار أي من الأحداث أو الظروف (كل منها "سبب الإنهاء") التالية:

1) خلافة هامة أو متكررة من قبل أصحاب الحقوق أو العامل


2) تخلف أصحاب الحقوق عن التقيد خلال مهلة معقولة بأي قرار نهائي تم التوصل إليه: (أ) نتيجة إجراءات تنفيذية، أو (ب) من قبل خبير متفرع عملاً بال무ادة من هذه الاتفاقية، أو (ب) من قبلاً خبير متفرع عملاً بال무ادة من هذه الاتفاقية، أو (ب) من خبير متفرع عملاً بال무ادة من هذه الاتفاقية بناءً على أمر عامل بأحكام هذه الاتفاقية.

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b) If the Right Holders have remedied the Termination Event within the 90 days notice period, the EPA is not capable of conducting the Petroleum Activities in the Block pursuant to the recommendation of the Petroleum Administration, that a party qualified in accordance with the Lebanese Law would be capable of conducting the Petroleum Activities in the Block, the Minister may reasonably believes, based on the six (6) consecutive months provided that a period of at least thirty (30) days have elapsed from the date of the Termination Notice, that the occurrence of an Event of Force Majeure that substantially disrupts the conduct of the Petroleum Activities for a period of at least thirty (30) days has occurred.
c) Any termination of this EPA pursuant to this Article shall be effective notwithstanding any dispute by the Right Holders of the grounds for such termination. In the event that an arbitral tribunal appointed pursuant to Article 38 of this EPA determines that such termination was not justified, the remedy of the Right Holders shall be limited to monetary damages based on the fair market value (determined in the manner set forth in paragraph (d), except for the additional limitation relevant to an Event of Force Majeure) of their rights under this EPA as of the date of termination.

d) No compensation shall be paid to the Right Holders in connection with any termination pursuant to this Article, except that upon any termination resulting from a Termination Event set forth in paragraph 1(a)(iii) of this Article, the State shall pay to the Right Holders an amount equal to the greater of (i) all Recoverable Costs that have not been recovered as of the time of such termination, and (ii) 80% of the fair market value of the Participating Interests of the Right Holders as of the date of termination (such fair market value being equal to the amount that a willing buyer would pay to a willing seller of such Participating Interests, free of all Encumbrances, for cash consideration in U.S. dollars and on arm’s length terms, determined on a

ج) إن أي إنهاء لهذه الاتفاقية بموجب هذه المادة يكون نافذاً بالرغم من أي مخالفة من قبل أصحاب الحقوق في أسباب هذا الإنهاء. في حال قررت هيئة تقييم الإنهاء أن هذا الإنهاء لم يكن مبرراً، يقتصر التعويض العائد لأصحاب الحقوق على تعويض مالي مركزي على قيمة السوق العادلة لحقوقهم (كمية محددة في الفقرة (د)، باستثناء القيود الإضافية المتعلقة بأي ظرف قوة فارهة) بموجب هذه الاتفاقية اعتباراً من تاريخ الإنهاء.

د) لا يتم دفع أي تعويض لأصحاب الحقوق في ما يتعلق بإنهاء علاوة عن هذه المادة، باستثناء أنه عند حدوث أي إنهاء نتيجة إبلاغ عيب مبين في الفقرة (1) (أ) من هذه المادة، ستتم الدولة لأصحاب الحقوق مبلغًا بسهم المبلغ الذي يعد أكبر من المبلغين التاليين (1) جميع النفقات الفائقة للأسترداد التي لم يتم استردادها اعتباراً من تاريخ هذا الإنهاء، و (2) 80% من قيمة السوق العادلة من نسب مشتركة لأصحاب الحقوق وذلك اعتباراً من تاريخ الإنهاء (تكون قيمة السوق العادلة مساوية للمبلغ الذي يدفعه الشخص الراجب بطبع الظروف الراهبة برضا نسبة المشاركة هذه، حالياً من أي أعباء مالية نقدية بالدولار الأمريكي وعلى قد للموازن، ويتم تحديده على أسس استمرارية الاستثمار وعلى اعتبار أن حالة الظروف القاهرة تنتهي بتاريخ الإنهاء).
going concern basis and assuming that the Event of Force Majeure ends as of the date of termination).

The fair market value shall be determined by the Parties through negotiations, but if such negotiations do not result in an agreement within ninety (90) days, then either the State or the Right Holders may submit the issue to final resolution through arbitration pursuant to Article 38 of this EPA.

e) The Right Holders may terminate this EPA by giving the State 90 days' written notice upon an Event of Force Majeure occurring and continuing that substantially disrupts the conduct of Petroleum Activities for a period of at least thirty-six (36) consecutive months. The Right Holders may also withdraw from this EPA and surrender their rights hereunder in the circumstances contemplated in Article 39 of the decree no 10289/2013 (PAR). Any such withdrawal or surrender must be made by all of the Right Holders (or by the Operator acting on their behalf, if duly appointed to do so by the Right Holders). The withdrawal or surrender of a Participating Interest by one or more (but less than all) Right Holders shall be treated as an Assignment and may only be made in compliance with the requirements of Article 34 of this EPA. No compensation shall be paid to the Right Holders in connection with a termination or surrender contemplated in this paragraph.

2. **Forced Assignment**
   a) A “Forced Assignment Event” shall be considered to have occurred if any of the following events:

   (a) يتم تحديد قيمة السوق العادلة من قبل الأطراف من خلال المفاوضات، ولكن إذا لم تؤدي هذه المفاوضات إلى اتفاق في غضون سبعين (70) يوماً، عندما قد تلجأ الدولة أو أصحاب الحقوق للإلحاح على قرار نهائي عن طريق التحكيم وفقًا للمادة 38 من هذه الاتفاقية.

   (b) يمكن لأصحاب الحقوق إنهاء هذه الاتفاقية بإبلاغ الدولة إشعاراً خطياً مسبقاً قبل سبعين (70) يوماً لدى حدوث ظرف قوة عبارة واستمرار هذا الظرف لما من شأنه أن يبطل بصورة جزئية القيام بالأنشطة البترولية لمدة لا تقل عن ستة وثلاثين (63) شهراً متتالية. يمكن لأصحاب الحقوق أيضاً الإسناد من هذه الاتفاقية والتنازل عن حقوقهم بموثيقها في الظروف المتصورة عليها في المادة 39 المرسوم رقم 2013/2012 (الأنظمة والقواعد المتعلقة بالأنشطة البترولية).

   يجب أن يحصل هذا الاستسلام أو التنازل من قبل جميع أصحاب الحقوق أو من قبل المشغل الذي يعمل بالنيابة عنهم، إذا كان معيناً أصولاً من قبل أصحاب الحقوق.

   يجوز الاستسلام أو التنازل عن نسبة مشاركة من قبل أصحاب الحق أو أكثر (ولكن ليس الجميع) أنه تنازل وتمكن فقط أن يتم وفقًا لشروط المادة 34 من هذه الاتفاقية. لا يُحدد أي تبعية لأصحاب الحقوق بخصوص إنهاء أو التنازل المتصور عنه في هذه الفترة.

   (c) التنازل الجبري

   "يُعتبر "حدث التنازل الجبري" حاصلاً في حال وقوع أي من الظروف أو الأحداث التالية واستمررا.
or circumstances occurs and is continuing:

(i) the occurrence of a Termination Event resulting primarily from the actions or omissions of, or an Event of Force Majeure affecting, a particular Right Holder;

(ii) a material breach of Article 26, 35 or 41 of this EPA or Article 147 of the decree no 10289/2013 (PAR) by a Right Holder;

(iii) a Right Holder has provided any materially false or misleading statement(s) to, or withheld any significant information from, the Council of Ministers or the Minister or the Petroleum Administration relating to this EPA or any Petroleum Activities; or

(iv) the making of any order or the passing of any resolution or the taking of any other step by any person for the receivership, administration, liquidation,
bankruptcy, insolvency, dissolution, or reorganization for the benefit of the creditors, or any similar or analogous process in any part of the world, of any Right Holder or any Entity that guarantees the obligations of a Right Holder pursuant to paragraph 4 [or paragraph 8] of Article 6 of this EPA, save where the foregoing is for the purpose of amalgamation or reorganization of a Right Holder or such guarantor and its Affiliates.

b) In the event of a Forced Assignment Event, the Minister may elect to require the Right Holder responsible for the Forced Assignment Event (the “Defaulting Party”) to assign its Participating Interest unconditionally, without consideration and free from all Encumbrances to the other Right Holders (the “Non-Defaulting Parties”) in proportion to the Non-Defaulting Parties’ Participating Interests (a “Forced Assignment”) by giving the Defaulting Party 90 days’ written notice and specifying in reasonable detail the Forced Assignment Event (a “Forced Assignment Notice”).

Notwithstanding the foregoing, if the Forced Assignment Event is a result of a
breach of Article 41 of this EPA, the Minister may require the Forced Assignment to take place with immediate effect.

c) If the Defaulting Party has remedied the Forced Assignment Event within the 90 days' notice period, the Forced Assignment Notice shall be deemed to be no longer in effect. If the Defaulting Party notifies the Minister that the Forced Assignment Event is not capable of remedy within such 90 day period, but is capable of remedy in a longer period of time, the Minister may grant an extension and suspend the effect of the Forced Assignment Notice, so long as the Defaulting Party is diligently pursuing a remedy. The delivery of a Forced Assignment Notice shall be deemed to suspend, and the conclusion of a Forced Assignment shall be deemed to remedy, any Termination Notice delivered in respect of the same events or circumstances.

d) In the event of a Forced Assignment under Article 36.2(b) of this EPA, each Non-Defaulting Party shall be required to accept the assignment of its share of the Defaulting Party's Participating Interest, provided that the Non-Defaulting Parties shall not be liable for any obligations of the Defaulting Party accrued prior to the Forced Assignment. From the date of the Forced Assignment, the Non-Defaulting Parties shall be jointly and severally liable for all obligations arising from the Defaulting Party’s Participating Interest including but not limited to, any Minimum Work Commitment. The Right Holders may agree to arrangements among themselves for
the compensation (or absence of compensation) of the Defaulting Party, but no such agreement shall have any impact on the effectiveness of, or result in a delay in, any Forced Assignment.

e) Notwithstanding Article 36.2(b), the Minister may elect to have the State or an Entity wholly-owned by the State (provided that such Entity will be financially capable of meeting its obligations under the EPA) (i) take a Forced Assignment of the Defaulting Party’s entire Participating Interest in lieu of the Non-Defaulting Parties, or (ii) take an assignment of a Participating Interest of 0.01% from the Defaulting Party, in which case the assignment to each Non-Defaulting Party shall be reduced accordingly. No compensation shall be paid to the Defaulting Party in connection with any such Forced Assignment.

f) Any Forced Assignment shall be effective notwithstanding any dispute by the Defaulting Party of the grounds therefore. In the event that an arbitral tribunal appointed pursuant to Article 38 of this EPA determines that such Forced Assignment was not justified, the remedy of the Defaulting Party shall be limited to monetary damages based on the fair value of its rights under this EPA as of the date of Forced Assignment, less any compensation received.

g) Nothing in this Article shall preclude the State from pursuing any and all remedies in respect of a default by a Defaulting Party available under this EPA, Lebanese law or otherwise.

المخلل، ولكن لا يكون لأي إقراض في ما بينهم أي تأثير على نفاد أي تنازل جبري أو ينتج عنه تأخير في التنازل الجبري.

ه) مع مراعاة ما ورد في المادة 36.2(b) يمكن للوزير عندما يختار بأن تقوم الدولة أو أي كيان مملوك بالكامل من قبل الدولة (شرط أن يكون هذا الكيان قادراً مالياً على الالتزام بواجباته عملاً بالاتفاقية) بن (1) أخذ تنازل جبري عن كامل نسبة مشاركة المخلل بدلاً من الأطراف غير المخللين، أو (2) أخذ تنازل عن نسبة المشاركة بقيمة 0.01% من المخلل، وفي هذه الحالة يتم تخفيض التنازل لكل طرف غير مخل وفقاً لذلك لا يُقدَّم أي تعويض إلى الطرف المخلل بعدها التنازل الجبري.

و) أن أي تنازل جبري يكون نافذاً بالرغم من أي منازعة من قبل الطرف المخلل للأسباب الألفة الذكر. في حال قررت هيئة تحكمية معينة بالاستناد إلى المادة 38 من هذه الاتفاقية أن هذا التنازل الجبري لم يكن مبرراً، يكون التعويض للطرف المخلل محسوساً بتغطية مالي مستند إلى القيمة العادلة لحقوقه بموجب هذه الاتفاقية بتاريخ التنازل الجبري محسوساً منه أي تعويض مقبول.

ز) لا شيء في هذه المادة يمنع الدولة من القيام بأن يؤدي وسائر المعالجة في ما يتعلق بالأخلاء من قبل الطرف المخلل المقصود عليها في هذه الاتفاقية وفي القانون اللبناني أو سواءاً.
3. Consequences of Termination. If the EPA is terminated in accordance with an EPA Termination Notice, the Right Holders shall:

a) forfeit all their future rights and interests under the EPA as from the date of termination;

b) release the State from any and all actions, claims, demands and proceedings that may arise out of such termination other than in respect of a dispute in relation to such termination; and

c) if termination occurs during an Exploration Period, forfeit the Work Commitment Guarantee, which the Minister may draw in an amount equal to its face amount less the Recoverable Costs incurred during such Exploration Period and attributable to the relevant Minimum Work Commitment.
Defaulting Party's Participating Interest, provided that the Non-Defaulting Parties shall not be liable for any obligations of the Defaulting Party accrued prior to the Forced Assignment. From the date of the Forced Assignment, the Non-Defaulting Parties shall be jointly and severally liable for all obligations arising from the Defaulting Party's Participating Interest including but not limited to, any Minimum Work Commitment. The Right Holders may agree to arrangements among themselves for the compensation (or absence of compensation) of the Defaulting Party, but no such agreement shall have any impact on the effectiveness of, or result in a delay in, any Forced Assignment.

Notwithstanding Article 36.2(b), the Minister may elect to have the State or an Entity wholly-owned by the State (provided that such Entity will be financially capable of meeting its obligations under the EPA) (i) take a Forced Assignment of the Defaulting Party's entire Participating Interest in lieu of the Non-Defaulting Parties, or (ii) take an assignment of a Participating Interest of 0.01% from the Defaulting Party, in which case the assignment to each Non-Defaulting Party shall be reduced accordingly. No compensation shall be paid to the Defaulting Party in connection with any such Forced Assignment.

Art.44 Notices

1. Subject to the second paragraph of this Article, all notices, invoices and other communications hereunder shall be deemed to have been properly given or presented, if delivered in writing in person or by courier or sent by facsimile or email at the addresses indicated in this Article with the charges associated with the delivery of the notice, invoice or other communication.
being paid by the sender. Any notice shall be effective upon receipt by the Party to which it is addressed. All such notices shall be addressed to the State or the Right Holder, as the case may be, as follows:

a) The State:
The Ministry of Energy and Water
[address]
[Attention]
[email]
[fax]
with a copy to:
The Petroleum Administration
[address]
[Attention]
[email]
[fax]

b) The Right Holders:
[XXX]
[address]
[Attention]
[email]
[fax]

[YYY]
[address]
[Attention]
[email]
[fax]

[ZZZ]
[address]
[Attention]
[email]
[fax]

2. If a Right Holder requests that the Minister or the Petroleum Administration provide its approval or take any other official action under this EPA, the request shall be registered at the office of the Minister or the Petroleum Administration, as the case may be.
3. Subject to the fourth paragraph of this Article each Party to this EPA may substitute or change the address provided in the first paragraph of this Article by giving written notice thereof to the others.

4. Each Right Holder shall at all times maintain an address in Lebanon for the purpose of service of notice.

IN WITNESS WHEREOF, the Minister of Energy and Water herein representing the Republic of Lebanon and each Right Holder have signed this EPA in [four (4)] originals in each of the Arabic and English languages, as of the date first herein above stated.

The Republic of Lebanon
By: .............................................
Minister of Energy and Water
Date ..........................................

[XXX]
By: .............................................
Position: .....................................
Date: ..........................................

[YYYY]
By: .............................................
Position: .....................................
Date: ..........................................

[ZZZ]
By: .............................................
Position: .....................................
Date: ..........................................

[الجمهورية اللبنانية]
من قبل: .....................................
وزير الطاقة والمياه
التاريخ ..........................................

[س من سن]
من قبل: .....................................
المنصوب: ....................................
التاريخ ..........................................

[ص ص من ص]
من قبل: .....................................
المنصوب: ....................................
التاريخ ..........................................

[ع ع]
من قبل: .....................................
المنصوب: ....................................
التاريخ .........................................
Annex D
Accounting and Financial Procedure

This Annex is attached to and made part of the Exploration and Production Agreement dated [ ...], 20... concluded between the Republic of Lebanon and [XXX], [YYY] and [ZZZ].

1. General provisions

1.1. Purpose

The purpose of this Accounting and Financial Procedure is to determine the manner in which the Right Holder’s books and accounts shall be prepared and maintained, to establish the methods for determining charges and credits applicable to Petroleum Activities pursuant to the EPA, and to settle the Petroleum costs applicable to the entire EPA Block.

1.2. Definitions

(a) In addition to definitions stipulated in this Accounting and Financial Procedure, definitions stipulated in the Law no 132/2010 (OPR Law), the Decree no 10289/2013 (PAR) and the main body of the EPA apply to this Accounting and Financial Procedure.

(b) The following words and terms in the Accounting and Financial Procedure shall have the following meaning:

"Accrual Basis" means that basis of accounting under which costs and
benefits are regarded as applicable to the period in which the right to the benefit arises or revenues are earned, and the liability for the cost is incurred, regardless of when invoiced, paid, or received. Cost and expenses shall be deemed to have been incurred:

(i) with regard to physical items, in the accounting period where the Right Holder acquires title thereto, and

(ii) with regard to services, in the accounting period when the services are performed.

"Calendar year" means a period of twelve (12) consecutive Months according to the Gregorian calendar, commencing with the first (1st) day of January and ending with the thirty-first (31st) day of December.

"Calendar month" means any of the twelve (12) months of the Calendar year.

"Calendar day" means any of the seven (7) days of the week.

"Excess Corporate Income Tax" means, for any calendar year, the excess (if any) of the amount of Lebanese corporate income tax actually accrued in respect of such year with respect to net income earned by the Right Holders from Petroleum Activities, above the amount of Lebanese corporate income tax that would have accrued in respect of such calendar year on net income earned by the Right Holders from Petroleum Activities according to the corporate income tax rate as pursuant to Article 28.3 of the EPA. If any Right Holder conducts any trade or business unrelated to Petroleum Activities that is subject to corporate income tax in Lebanon, such other trade or business shall be disregarded for purposes of determining the Excess Corporate Income Tax.
"Joint Account" means the account or set of accounts maintained by the Operator to record Recoverable Costs and other amounts to be debited and credited thereto in accordance with this Accounting and Financial Procedure.

"Material" means machinery, equipment and supplies acquired and held for use in Petroleum Activities.

"Section" means a section of this Accounting and Financial Procedure.

1.3. References to Laws and Accounting Principles

(a) Any reference to a law, regulation, agreement or other document shall mean such law, regulation, agreement or document as the same may be supplemented, amended or modified from time to time in accordance with its terms, and references to a specific article or section of such law, regulation, agreement or other document shall be construed as references to the relevant successor article or section of such supplemented, amended or modified law, regulation, agreement or other document.

(b) Any reference to generally accepted and recognised accounting principles used in the international Petroleum industry shall mean those principles generally used from time to time.

1.4. Accounting records and statements submitted by the Right Holders

(a) Within sixty (60) days of the Effective Date, the Operator shall
submit to the Petroleum Administration a proposed outline of charts of accounts, operating records and reports, applicable to Petroleum Activities pursuant to the EPA, which shall be in accordance with applicable Lebanese law and generally accepted and recognized accounting principles used in the international Petroleum industry. Within sixty (60) days of receiving the above submission the Petroleum Administration shall either approve the proposal or require revisions to the proposal as it deems necessary or appropriate in its sole discretion. Following the approval and within one hundred and twenty days (120) of the Effective Date, the Operator shall expeditiously prepare and provide all Right Holders and the Petroleum Administration with formal copies of the comprehensive charts of accounts related to the accounting, recording and reporting functions for the Right Holders to implement the charts of accounts, and in order to allow the Petroleum Administration to examine the Right Holder's manuals and to review procedures which are, and shall be, observed under the EPA. Right Holders' Final End-of-Year Statement shall be issued by an independent internationally-recognized auditing company in accordance with Section 6.6 of this Annex. The Petroleum Administration shall be permitted to audit on site all of the Operator's and/or the Right Holders' records that evidence any of the reports issued by the Operator or any Right Holder under the EPA in accordance with the procedures set forth in Article 32 of the EPA. The Right Holders shall also maintain a chart of accounts that complies with Lebanese tax regulations with respect to tax payments and tax returns preparation.

Notwithstanding the generality of the foregoing, the Operator on
behalf of the Right Holders is required to make regular statements to the Petroleum Administration relating to the Petroleum Activities performed pursuant to the EPA. These statements shall as a minimum be as follows:

(i) Production Report (see Section 6.1 of this Annex);

(ii) Value of Production and Royalty Statement (see Section 6.2 of this Annex);

(iii) Cost Recovery Statement (see Section 6.3 of this Annex);

(iv) Statement of Expenditure and Receipts (see Section 6.4 of this Annex);

(v) Profit Petroleum Sharing Statement (see Section 6.5 of this Annex);

(vi) Final End-of-Year Statement (see Section 6.6 of this Annex);

(vii) Budget Statement (see Section 6.7 of this Annex); and

(viii) Local Procurement Statement (see Section 6.8 of this Annex).

In accordance with Article 164 of the Decree no 10289/2013 (PAR), the Operator on behalf of the Right Holders shall provide to the Petroleum Administration such additional information and documents relating to the Petroleum Activities as the Petroleum Administration may require, including any modifications to or additional requirements concerning the contents of the statements listed in this Section 1.4(b).

(c) All reports and statements shall be prepared in accordance with the EPA, applicable Lebanese law and,
Each Right Holder shall be responsible for preparing its own accounts and tax reports to meet the applicable requirements of the Republic of Lebanon and all other countries to which the Right Holder may be subject. The Operator, to the extent that the information is reasonably available, shall provide the Joint Account Holders with the necessary information to facilitate the discharge of such responsibility.

The Operator shall at all times maintain and keep in Lebanon true and correct records of all petroleum assets, accounts, and other data necessary or proper for the settlement of accounts between the Operator and Right Holders, and between Right Holders and the Operator and Right Holders, and in connection with their rights under the EAA. Such accounts and records shall also be maintained in Lebanon under the laws of Lebanon. Income tax and other taxes shall be accounted for in accordance with generally accepted accounting principles used in the international petroleum industry.
The Accrual Basis for accounting shall be used in maintaining the Joint Account related to Petroleum Activities, except for the calculation of the Cumulative Cash Inflow for purposes of the computation of the R-Factor in Article 24 of the EPA.

1.5. Language and units of account

(a) Accounts shall be maintained in United States dollars, and may in addition be kept in such other currency as may be required under applicable Lebanese law.

(b) Metric units and Barrels shall be employed for measurements required under this Annex.

(c) The language employed shall be English and such other language as may be required under applicable Lebanese law. Where necessary for clarification the Right Holder may also maintain accounts and records in other languages, units of measurement and currencies.

1.6. Currency exchange

(a) Conversions of currencies into and from United States dollars shall be recorded at the rate actually experienced in the conversion, which shall be at the prevailing rate at the date of transaction. Unless otherwise agreed, currency translations to United States dollars equivalents for non-United States dollar expenditures accrued but not paid and receipts shall be recorded at the arithmetic average of the buying and selling exchange rates for conversions between United States dollars and the currency of expenditure/receipt at the close of the last business day as published by the Lebanese Central Bank, or if not published, then by the Wall Street Journal or some other mutually agreed publication.
(b) Any realized or unrealized gains or losses from currency exchange related to Petroleum Activities shall be credited or charged to the Joint Account, except as otherwise specified in this Accounting and Financial Procedure. Any such exchange gains or losses shall be separately identified as such.

(c) A record of the exchange rates used in converting Lebanese Pounds or any other currencies into United States dollars shall be maintained.

1.7 Payments between Parties; Default Interest rate

(a) Except as provided in this Section 1.7(b) and (c), all payments between the Parties, unless otherwise agreed, shall be in United States dollars and through a bank designated by each receiving Party.

(b) Payment of any individually chargeable tax by the Right Holder shall be made in accordance with the provisions of the EPA and applicable Lebanese law.

(c) Discharge of the Right Holder’s obligation with respect to Royalty and the State’s share of Profit Petroleum shall be made in accordance with the EPA and applicable Lebanese law.

(d) All sums due by a Right Holder to the State or from the State to the Right Holder pursuant to the EPA or applicable Lebanese law during any Calendar month shall, for each day such sums are overdue during such month, bear interest compounded on a monthly basis at a rate equivalent to the delay penalty paid on withholding tax, according to the Lebanese Tax Procedures Law.

(ب) يجب أن يكون إيرادات أو أرباح متصلة بالأنشطة البترولية في الحساب المشترك، ما لم ينص على خلاف ذلك في هذه الإجراءات المحاسبية المالية. يجب تحديد أي إرباح أو خسائر ناتجة عن تحويل العملات بشكل منفصل.

(ج) يجب الاحتفاظ بسجل لأسعار الصرف المستخدمة في تحويل الليرة اللبنانية أو أي عملة أخرى إلى الدولار الأمريكي.

1.7 المدفوعات بين أطراف اتفاقية الاستكشاف والانتاج: معاملة فائدة التأخير

(أ) بامتلاك ما نص عليه هذا القسم 1.7 في الفقرات (ب) وج (ج) يجب أن تكون جميع المدفوعات بين الأطراف بالدولار الأمريكي عبر مصرف يحدد كل طرف بتقاضي هذه المدفوعات، إلا إذا تم الاتفاق على غير ذلك.

(ب) يجب تسديد أية ضريبة فردية يتحملها أصحاب الحقوق وفقاً لأحكام الاتفاقية والقانون اللبناني المعمري الإجراء.

(ج) يجب تسديد النزام صاحب الحق في ما يتعلق بالخسارة وحصة الدولة من بترول الربح وفقاً لاتفاقية الاستكشاف والانتاج والقانون اللبناني المعمري الإجراء.

(د) تخضع كل المبلغ المستحقة على صاحب الحق للدولة أو على الدولة للمدفوعات الناتجة عن حالة التأخير وفقاً لاتفاقية الاستكشاف والأنتاج أو القانون اللبناني المعمري الإجراء خلال أي شهرين، فائدة مثلاً على أساس شهري تعديل غرامات التأخير المدفوعة على الصرف المقطعة لدى المبيع. وفقاً لقانون الإجراءات الضريبية اللبنانية عن كل
1.8. State right to audits

(a) Pursuant to applicable Lebanese law and the EPA and upon giving the Right Holder thirty (30) Calendar days’ notice, the Petroleum Administration either directly or through its representatives (including professional accounting firms appointed by the Petroleum Administration, provided that those firms are not directly or indirectly associated with the Right Holder under audit, in order to avoid any conflict of interest) shall have the right at any time to audit the Right Holder’s accounts and records maintained in connection with Petroleum Activities or otherwise pursuant to the EPA with respect to any Calendar year. For purposes of auditing, the Petroleum Administration may examine and verify at reasonable times all charges and credits relating to the Petroleum Activities such as books of account, accounting entries, Material records, inventories, payrolls, tenders, invoices and any other documents, correspondence and records necessary to audit and verify the charges and credits. Furthermore, the auditors shall have the right in connection with such audit to visit and inspect, subject to reasonable notification, all sites, facilities, warehouses and offices of the Right Holders related to the Petroleum Activities pursuant to the EPA, including visiting personnel associated with such Petroleum Activities.

(b) Without prejudice to the finality of matters as described in Section 1.8 (a) above, all documents referred to in that Section shall be maintained and made available for inspection by the State for such a time as is prescribed by the EPA or applicable Lebanese law (whichever is longer).
(c) No later than one hundred and twenty (120) days after the end of each Calendar year, each Right Holder shall cause each of its Affiliates that provides goods or services in connection with Petroleum Activities to provide an audit certificate from an Internationally recognized firm of auditors acceptable to the Petroleum Administration certifying that all amounts paid or payable to the Affiliate for such goods and services that are charged to the Joint Account in respect of such Calendar year are done so fully in compliance with this Accounting and Financial Procedure, or noting any exceptions which shall be applied as an adjustment as soon as practicable after delivery of the audit certificate. Such audit certificate shall be conclusive in the absence of fraud, gross negligence or manifest error. The Right Holder shall also require its Affiliates to maintain documents relating to Petroleum Activities conducted pursuant to the EPA as if they were a Right Holder. In addition, each Right Holder shall be required to include in its contracts with Contractors audit certification and document maintenance provisions (with respect to which the State shall be a third party beneficiary) which allow the Petroleum Administration or its representatives to request an audit certificate from the Contractors and its Subcontractors as to compliance of changes with the terms of the relevant contract or subcontract, as applicable.

(d) The Right Holder shall reply in writing on exceptions raised in the audit report within ninety (90) days after receipt of the report. Where the Right Holder has, after the ninety (90) days, failed to reply in writing on the audit report exceptions, the Right Holder shall be deemed to have agreed on the exceptions and the accounts shall be adjusted accordingly.

(ب) على صاحب الحق أن يجيب خطياً على الإستثناءات التي رفعت في تقرير مراجعة الحسابات وذلك خلال مهلة تسعة (90) يومًا من استلام التقرير. في حال لم يتم صاحب الحق بالرد خطياً على
(e) All agreed adjustments resulting from an audit agreed between the State and the Right Holder shall be promptly made in the Right Holder's accounts and any consequential adjustments to the State's entitlement to Petroleum shall be made within thirty (30) days along with interest due for late payment under Section 1.7 (d).

(f) If any dispute shall arise from the audit adjustments, either party may refer any dispute to arbitration pursuant to Article 38 of the EPA or, if the Parties so agree, to a sole expert pursuant to Article 39 of the EPA.

(g) Any information obtained under the provision of this Section 1.8 which does not relate directly to the Petroleum Activities shall be kept confidential by the State in accordance with Article 35 of the EPA or as is required by Lebanese law.

(h) Audit costs shall be borne by the State.

(i) The Accounting and Financial Procedure is without prejudice to the rights of the State or any competent authority to audit Petroleum Activities as and when, including applicable time periods, provided by applicable Lebanese law.

2. Classification, definition and allocation of cost and expenditures

Costs and expenditures shall be segregated in accordance with the purpose for which such

الإضابات الواردة في تقرير الاتفاقية خلال مدة مبتنية (30) يومًا من إستلامها، يجب صاحب الحق قد اقتف على تلك الإضابات ويعيد البضائع وفقًا لذلك.

(ه) يجب تعديل الإضابات الناتجة عن الاتفاقية والمقترح عليها بين صاحب الحق والدولة في حسابات صاحب الحق دون إبطاء. كما يجب تسويه أي تدخل في استحقاقات الدولة من الالتزامات الناتجة عن تلك المطالبات خلال مدة ثلاثين (30) يومًا بالإضافة إلى الفوائد المستحقة على التأخير في التسديد المحدد في الفصل 1.7 (د).

(و) في حال شروط أي نزاع نتيجة لتعديلات الاتفاقية، يجب أن يغري أي من الأطراف إلحالة هذا النزاع إلى التحكيم وفقًا للمادة 38 من اتفاقية الاستكشاف والانتاج أو إذا وافق الأطراف على ذلك، إلى خبير مقرر وفقًا للمادة 39 من اتفاقية الاستكشاف والانتاج.

(ز) يجب أن تبقى أي معلومة تم الحصول عليها بموجب أحكام الفصل 1.8، والتي لا تتصل مباشرة بالأنشطة البترولية سرية من قبل الدولة وفقًا للمادة 35 من اتفاقية الاستكشاف والانتاج أو كما هو مطلوب بموجب القانون اللبناني.

(ح) تتحمل الدولة تكاليف التوافق.

(ط) لا تمس هذه الإجراءات المحاسبية والمالية بحقوق الدولة أو أي هيئة مخصصة في تكاليف الأنشطة البترولية، بما في ذلك المدة الزمنية المفتوحة، وفقًا لما ينص عليه القانون اللبناني المعمّل.

2. تصنيف، تعريف، وتحديد التكاليف والنفقات

يجب فصل التكاليف والنفقات وفقًا للغة التي يتم تكبد هذه النفقات لأجلًا لمصالح التقاية الاستكشاف والانتاج، تعتبر كافة تكاليف الاستكشاف والتطوير
2.1 Exploration Costs

"Exploration Costs" means all such direct and allocated indirect costs agreed, contracted or incurred after the Effective Date in the search for Petroleum in the EPA Block and Appraisal Activities conducted during the Exploration Phase, including:

(a) Aerial, geophysical, geochemical, paleontological, geological, topographical and seismic surveys and studies and their Interpretation.

(b) Core hole drilling and water well drilling as part of exploration operations.

(c) Labour, Materials and services used in drilling Wells with the object of finding new Reservoirs or for the purpose of appraising the extent of Reservoirs already discovered provided such Wells are not completed as Production Wells.

(d) Facilities used solely in support of Exploration together with purchased geological and geophysical information.

(e) Service Costs (as defined below) allocated to Exploration on a basis determined by the applicable Lebanese law or, in absence of such basis, as agreed to between the Minister based on the opinion of the Petroleum Administration and the Operator on a systematic basis and.

تغطى ضمن "تكاليف الاستكشاف" تكاليف التشييد، وتعبر كافة تكاليف التشغيل، تصميم، تنفيذ، وصيانة جميع المناطق المتعلقة بالأنشطة الإقليمية، بما يتوافق مع أحكام القانون اللبناني المرجع، بصرف النظر عن التشريعة والاستثمار والإجراءات، على النحو التالي:

(1) المسوحات والدراسات الجيولوجية، والجيوفيزيائية، والجيوكيميائية، والجيوفيزيائية، والجيولوجية، والمنشآت، ونقلها بالإضافة إلى الدراسات المتعلقة بمحل المحتاجات.

(2) حفر ثقب استخراج المعينات الجوفية.

(3) حفر أبار المياه كجزء من عمليات الاستكشاف.

(4) المواد والمعدات المستخدمة.

(5) المنشآت المستخدمة حصرياً في دعم الاستكشاف بالإضافة إلى المعلومات الجيولوجية والجيوفيزيائية المشتركة.

(6) تكاليف الخدمات (كما هي محددة أعلاه) المخصصة للاستكشاف بناء على أساس الدقائق القانوني المرجع، أو في حالة غياب مثل هذا الأساس بناءً على أساس منهجي منتقى عليه بين الوزير والمستشار استناداً إلى رأي جهينة إدارة قطاع البترول، وفي حال لم يتم هذا.
failing agreement, to be determined by a sole expert in accordance with the EPA.

(f) General and Administrative Expenses (as defined below) allocated to Exploration on a basis determined by applicable Lebanese law or, in absence of such basis, as agreed to between the Minister and the Operator, based on the opinion of the Petroleum Administration, on a systematic basis and, failing agreement, to be determined by a sole expert in accordance with the EPA.

2.2. Development Costs

"Development Costs" means all expenditures incurred in Development activities (recorded separately for each Development and Production Area), including:

(a) Costs related to Appraisal Activities conducted during the Development Phase.

(b) Drilling Wells which are completed as Production Wells and Wells for purposes of Production from a Reservoir already discovered regardless of whether these Wells are dry or producing.

(c) Tangible drilling costs for completing Wells by way of installation of casing or equipment or otherwise after a Well has been drilled for the purpose of bringing the Well into use as a Production Well.

(d) Intangible drilling costs such as labour, consumable Material and services having no salvage value which are incurred in drilling and deepening of Wells for Production purposes.

(و) المصروفات العامة والإدارية (كما هي معرفة أدام المخصصة للأعمال) مترتبة على أساس إعداد القانون اللبناني المرعي الإجراء، أو في حالة غياب مثل هذا الأسس، بناء على أساس منهجي متقن على بناء الوزير والمشرف وبناء على رأى هيئة إدارة منتجات البترول، وفي حال لم يتم هذا الاتفاق، بناء على ما يحدده الخبر المتفرع وفقاً لأحكام اتفاقية الاستكشاف والإنجاح.

(2.7) تكلفة التطوير

"تكلفة التطوير" تعني جميع النفقات المتكبدة في أنشطة التطوير على أن تسجل هذه التكاليف بشكل منفصل لكل منطقة تطوير وانتاج، بما فيها:

(أ) التكاليف المتعلقة بالأنشطة التقييم التي أجريت خلال مرحلة التطوير.

(ب) حفر الآبار المكتملة كأبار تنتاج وأبار المعدة لذاتيات الإنتاج من أحد المكائن المكتملة صرف النظر لما إذا كانت هذه الآبار جافة أو متحركة.

(ج) تكلفة الحفر المادية لاستكمال الآبار من خلال تركيب نابض التغليف أو تركيب معدات أو أية طريقة أخرى بعد الانتهاء من حفر بئر ما لذاتيات وضع هذه الآبار في الخدمة كأبار تنتاج.

(د) تكلفة الحفر غير المادية مثل اليد العاملة، المواد المستهلكة والخدمات التي لا قيمة مستفية لها يتم تكييفها في حفر وتعمل الآبار لذاتيات الإنتاج.
(g) Engineering and design studies for Facilities.

(h) Service Costs allocated to Development activities on a basis determined by applicable Lebanese law or, in absence of such basis, as agreed to between the Minister based on the opinion of the Petroleum Administration and the Operator on a systematic basis and, failing agreement, to be determined by a sole expert in accordance with the EPA.

(i) General and Administrative Expenses allocated to Development activities on a basis determined by applicable Lebanese law or, in absence of such basis, as agreed to between the Minister, based on the opinion of the Petroleum Administration, and the Operator on a systematic basis and, failing agreement, to be determined by a sole expert in accordance with the EPA.
2.3. Operating Costs

"Operating Costs" means all expenditures incurred in connection with Petroleum Activities after the start of the Commercial Production other than Exploration Costs and Development Costs, including:

(a) Operating, servicing, maintaining and repairing Wells for Production and all Facilities completed during Development and Production.

(b) Planning, producing, controlling, measuring and testing the flow of Petroleum and collecting, gathering, treating, storing and transporting the Petroleum from the Reservoir to the point of delivery as stipulated by the approved Development and Production Plan.

(c) The decommissioning fund cost as described in Section 2.6.

(d) The balance of General and Administrative Expenses and Service Costs not allocated to the Exploration Costs or Development Costs.

2.4. Service Costs

(a) "Service Costs" are direct and indirect expenditures in support of the Petroleum Activities, including for warehouses, offices, camps, piers, marine vessels, vehicles, motorised rolling equipment, aircraft, fire and security stations, workshops, water and sewage plants, power plants, housing, community and recreational facilities and furniture, tools and equipment used in these activities. Service costs in any Calendar year shall include the total costs incurred in such year to purchase and/or construct said facilities as well as the annual costs to maintain and operate the same. All Service Costs shall be regularly allocated as
specified in Sections 2.1(e), 2.2(h) and 2.3 to Exploration Costs, Development Costs and Operating Costs, respectively.

(b) Service Costs incurred during the period commencing with the Effective Date and ending with the date of approval of the first Development and Production Plan and the approval of the Gas Infrastructure and Marketing Plan (in the case of a Natural Gas Discovery) by the Council of Ministers for a proposed Development and Production Area, shall be fully allocated to Exploration Cost.

(c) Commencing with the date of approval of the first plan for Development and Production and the approval of the Gas Infrastructure and Marketing Plan (in the case of a Natural Gas Discovery) by the Council of Ministers for a proposed Development and Production Area, and if it becomes necessary to allocate Service Costs to or between Petroleum Activities pursuant to different exploration and production agreements, such allocation shall be made on an equitable basis in accordance with applicable Lebanese law or, in absence of such basis, as agreed to between the Minister, based on the opinion of the Petroleum Administration, and the Operator on a systematic basis and, failing agreement, the allocation to be determined by a sole expert in accordance with the EPA.

(d) The Right Holder shall furnish a description of its allocation procedures determined as set forth above pertaining to Service Costs, along with each proposed Development and Production Plan.

The Arabic text translates to:

المشتركة بصيغة وتشغيل هذه المشاريع يجب أن تكاليف الخدمات بشكل منظم كما هو محدد في الأقسام 2.1(2)(ه) و2.2(3) و2.3(ح) الاستكشاف وتكاليف التطوير وتاكاليف التشغيل.

(ب) يجب أن تكاليف كافة تكاليف الخدمات التي تتم ت كايدها خلال الفترة الممتدة من تاريخ بدء النفاذ الإقليمي للأنشطة الأولى للتطوير والإنتاج وخطط البنية التحتية للغاز وتوزيع في حالة اكتشاف غاز طبيعي) من قبل مجلس الوزراء لمنطقة مفترضة للتطوير والإنتاج كافة استكشافاً.

(ج) بدأ من تاريخ موافقة مجلس الوزراء على الخطط الأولى للتطوير والإنتاج وخطط البنية التحتية للغاز وتوزيع (في حالة اكتشاف غاز طبيعي) لمنطقة مفترضة للتطوير والإنتاج، وفي حالة أصبح من الضروري تخصيص تكاليف الخدمات للأنشطة البروتوربية إلى أو بين هذه الأنشطة بموجب اتفاقيات استكشاف وإنتاج مختلفة، يجب إجراء هذا التخصيص على أساس منصف بما يتوافق مع القانون اللبناني المرعي للإرجاء أو في حال غياب مثل هذا الأساس بناء على أساس منهجي يتم الاتفاق عليه بين الوزير والمشغل وإستنادا إلى رأي هيئة إدارة قطاع البترول، وفي حال لم يتم هذا الاتفاق، بناء على ما يحدث الخبير المختر وفقاً لأحكام اتفاقية الاستكشاف والإنتاج.

(د) يجب على صاحب الحق تقديم وصف إجراءات التخصيص التي يثبتها والمحددة أعلاه المتعلقة بتكاليف الخدمات لكل خطة مفترضة للتطوير والإنتاج.
2.5 General and Administrative Expenses

"General and Administrative Expenses" means:

(a) All main office, field office and general administrative costs in the Republic of Lebanon incurred by the Operator on behalf of the Right Holders, including but not limited to supervisory, accounting and employee relations services. If such main office, field office or other administrative functions are used for Petroleum Activities and for activities conducted under other exploration and production agreements or other activities outside the scope of the EPA, such costs shall be allocated on an equitable basis in accordance with applicable Lebanese law or, in absence of such basis, as agreed to between the Minister, based on the opinion of the Petroleum Administration, and the Operator and, failing agreement, the allocation shall be determined by a sole expert in accordance with the EPA.

(b) An overhead charge for services rendered inside and outside the Republic of Lebanon by the Right Holders' Affiliates for managing the Petroleum Activities and for staff advice and assistance including financial, legal, accounting and employee relations services. This charge shall be limited to one percent (1%) of all Exploration Costs, Development Costs, and Operating Costs for each year (excluding, for the avoidance of doubt, General and Administrative Expenses otherwise included therein).

(c) All General and Administrative Expenses shall be regularly allocated as specified in Sections 2.1(f), 2.2(f) and 2.3 to Exploration Costs.

(ج) يجب تخصيص جميع المصروفات العامة والادارية بشكل دوري كما هو محدد في الأقسام 2.1(د) و2.2(و) و2.3.

(ب) المصروف العام والخدمات المقدمة داخل وخارج الجمهورية اللبنانية من قبل الشركاء المرتبطة لأصحاب الحقوق من أجل إدارتهما المتعلقة بالأنشطة البترولية وتوفير الاستثمارات والمساعدات لطاقم العمل بما فيها الخدمات المالية، القانونية، المحاسبية، وخدمات علاقات المستخدمين. يجب أن تقتصر هذه المصروف على واحد بالمئة (1%) من مجموع تكاليف الاستكشاف، تكاليف التطوير والتكاليف التشغيلية لكل سنة على حدة (ولكن يجب مشاهدة باستثناء المصروف العامة والإدارية التي تم تخصيصها في التكاليف الوراثة أعلاه).

(أ) جميع تكاليف المكتب الرئيسي والمكاتب الميدانية والمكاتب العامة الإدارية التي تتكبدها المشغل في الجمهورية اللبنانية بالنية عن أصحاب الحقوق، بما فيها على سبيل المثال لا الحصر، خدمات الإشراف والمحاسبة وخدمات علاقات المستخدمين. في حال عدم استخدام هذا المكتب الرئيسي أو المكاتب الميدانية أو الوظائف الإدارية الأخرى في الأنشطة البترولية وهي أنشطة تلقي بموجب اتفاقيات استكشاف وإنتاج أخرى أو غيرها من الأنشطة خارج نطاق الاتفاقية الاستكشاف والانتاج، فهذه تخصيص هذه التكاليف على أساس متوافق مع القانون اللبناني المرعي الإجراء أو في حال غياب مثل هذا الأساس، كما هو متفق عليه بين الوزير والمشغل، استنادًا إلى رأي هيئة إدارة قطاع البترول، وفي حال عدم هذا الاتفاقية، يحدد تخصص هذه التكاليف من قبل خبير متوفر وفقًا لاتفاقية الاستكشاف والانتاج.
Development Costs and Operating Costs, respectively.

General and Administrative Expenses incurred during the period commencing with the Effective Date and ending with the date of approval of the first plan for Development and Production and the approval of the Gas Infrastructure and Marketing Plan (in the case of a Natural Gas Discovery) by the Council of Ministers for a proposed Development and Production Area, shall be fully allocated to Exploration Cost.

Commencing with the date of approval of the first plan for Development and Production and the approval of the Gas Infrastructure and Marketing Plan (in the case of a Natural Gas Discovery) by the Council of Ministers for a proposed Development and Production Area, if it becomes necessary to allocate General and Administrative Expenses to or between Petroleum Activities pursuant to different exploration and production agreements, such allocation shall be made on an equitable basis in accordance with applicable Lebanese law, or, in absence of such basis, as agreed to between the Minister, based on the opinion of the Petroleum Administration, and the Operator and, failing agreement, the allocation shall be determined by a sole expert in accordance with the EPA.

The Right Holder shall furnish a description of its allocation procedures pertaining to General and Administrative Expenses determined as set forth above, along with each proposed plan for Development and Production.

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(d) يجب تخصيص كل تكاليف المصادرات العامة والإدارية التي يتم تكديها خلال الفترة المحددة من تاريخ بدء تنفيذ الاستكشاف والانتاج حتى تاريخ موافقة مجلس الوزراء على الخططة الأولي للتطوير والإنتاج وخططة البنية التحتية للغاز وتسويتها (في حال اكتشاف غاز طبيعي) من قبل مجلس الوزراء لمنطقة مقررة للتطوير والانتاج ككثافة استكشاف.

(e) بدأ من تاريخ موافقة مجلس الوزراء على الخططة الأولي للتطوير والإنتاج وخططة البنية التحتية للغاز وتسويتها (في حال اكتشاف غاز طبيعي) لمنطقة مقررة للتطوير والإنتاج، في حالة أصبح من الضروري تخصيص المصادرات العامة والإدارية للأنشطة البترولية إلى أو بين هذه الإنشطة وفقا لاتفاقيات استكشاف وإنتاج مختلفة. يتبع إجراء هذا التخصيص على أساس منصف بما يتوافق مع القانون اللبناني المعني بالإجازات، أو في حال غياب مثل هذا الأساس بناءً على أساس مهني يتم الاتفاق عليه بين الوزير والمشغل وإستناداً إلى رأي الهيئة إدارة قطاع البترول، وفي حال لم يتم هذا الاتفاق، بناءً على ما يحدد الخبراء المشرفين. وفقا لأحكام الاتفاقية الاستكشاف والانتاج.

(f) على صاحب الحق تقديم وصف إجراءات التخصيص والمنطقة بالمصادرات العامة والإدارية، والتي يتم تحديدها كما هو منصوص عليه أعلاه، مع كل خطة مقررة للتطوير والإنتاج.
2.6. Decommissioning Fund

(a) For the purpose of costs related to the implementation of a plan for cessation of Petroleum Activities and decommissioning of Facilities, a Decommissioning Fund shall be established for each Development and Production Area as stipulated in the Law no 132/2010 (OPR Law), the Decree no 10289/2013 (PAR) and the EPA.

(b) For every Quarter, commencing from the Quarter in which the first cost recoverable payment is made into the Decommissioning Fund, and for the remaining period in which Petroleum is produced from the Development and Production Area(s), Right Holders shall charge as Operating Costs the Quarterly amount to be paid to the Decommissioning Fund in accordance with the Law no 132/2010 (OPR Law), the Decree no 10289/2013 (PAR) and the EPA.

(c) The first payment into the Decommissioning Fund shall commence at the end of the Quarter during which fifty percent (50%) of the estimated recoverable reserve stated in the approved Development and Production Plan has been produced.

(d) Payment into the Decommissioning Fund with cost recovery effect may not commence before fifty percent (50%) of the estimated recoverable reserves stated in the approved Development and Production Plan is produced.

(e) The amount to be paid to the Decommissioning Fund for a
Quarter shall be charged to the Joint Account as Operating Costs.

(f) The amount to be paid to the Decommissioning Fund for a Quarter shall be calculated on the basis of the estimated cost for the implementation of an approved plan (or, if there is not yet an approved definitive plan, the preliminary plan prepared pursuant to Article 18.3 of the EPA) for cessation of Petroleum Activities and decommissioning of Facilities, the Production for such Quarter and the remaining Petroleum reserves to be recovered at the time of the first payment into the Decommissioning Fund subject to adjustments as described below. This shall be calculated in the following manner:

\[ QD = (ECD \times (QCPE/EPR)) \times DSA \]

where:

- **QD** is the amount of funds to be paid to the Decommissioning Fund in respect of the relevant Quarter;
- **ECD** is the estimated total cost of implementation of the approved plan (or preliminary plan) for cessation of Petroleum Activities and decommissioning of Facilities, as adjusted pursuant to the Law no 132/2010 (OPR Law), the Decree no 10289/2013 (PAR) and the EPA;
- **QCPE** is the total cumulative Petroleum extracted from the time of the first payment into the Decommissioning Fund until the end of the relevant Quarter;
- **EPR** is the estimated total recovery of Petroleum in the relevant Quarter; and
- **DSA** is the discount factor applicable to the relevant Quarter.

(و) يجب أن يتحسب المبلغ المتوجب إيداعه في حساب الوقف الدائم للتشغيل عن فصل سنوي معين على أساس الكلفة المقدرة لتنفيذ الخطة المعتمدة (أو، في حال لم يكن كذلك حتى ذلك الوقت خطة نهائية، يتم إعتماد الخطة الأولية المعتمدة عملاً بالمادة 18.3 من اتفاقية الاستثمار والاتصال) لوقف الأنشطة البترولية والوقف الدائم للتشغيل المنتسب، وعلى أساس البترول المنتج في السنة والاحتياجات البترولية المتوقعة للدورة السنوية استدراجاً في تاريخ البدء الأولي في حساب الوقف الدائم للتشغيل والقابلة للتعديل كما هو معتمد أعلاه، وتحسب على النحو التالي:

المبلغ = (الكلفة الإجمالية × (المجموع التشغيلي/الاحتياجات البترولية)) × المبلغ التشغيلي

حيث:

- المبلغ: المبلغ المالي المتوجب إيداعه في حساب الوقف الدائم للتشغيل في ما يخص الفصل المعني;
- الكلفة الإجمالية: الكلفة الإجمالية المقدرة لتنفيذ الخطة المعتمدة (أو الخطة الأولية) لوقف الأنشطة البترولية والوقف الدائم للتشغيل المنتسب، بما فيها المنطقة والمادة وفقاً لتلك القانون رقم 132/2010 (قانون المراعي البترولية في المياه البحرية المرعوم رقم 10289/2013 (الاتفاقية)” وإذاً، والفقرات المتعلقة بالأنشطة البترولية والافية الاستثمار والاتصال،
- المجموع التشغيلي: مجموع البترول المستخرج التشغيلي وذلك اعتباراً من تاريخ إيداع أول دفعة في حساب
3. Charges to the Joint Account

The Operator shall charge the Joint Account for all costs and expenditures incurred by the Operator for the conduct of Petroleum Activities within the limits of approved Work Programs and budgets or as otherwise specified by the EPA.

Charges for services normally provided by the Operator such as those contemplated which are provided by a Right Holder’s Affiliate shall reflect the actual cost to the Affiliate, on no gain no loss basis, without any element of profit and with no allocation of fixed costs in the determination of the relevant service fees, for performing such services, except as otherwise provided in this Accounting and Financial Procedure.

The costs and expenditures shall be recorded as required for the settlement of accounts.
تهجس التكاليف والنقاط كما هو مطلوب للتنسيق المحاكمات بين أصحاب الحقوق المعنيين بما يتعلق بالحقوق والواجبات عملا بالاتفاقية الاستكبار والإنجاز، ولغايات التقيد بالقوانين الضريبية الصادرة عن الجمهورية اللبنانية وأي دول أخرى من الدول التي يكون أي من أصحاب الحقوق خاضعا لقوانينها.

تشمل التكاليف والنقاط المتصلة بها أو المتعاقبة بشأنها أو المستحقة بعد تاريخ نفاد اتفاقية الاستكبار والإنجاز المحالة على الحساب المشترك، على سبيل المثال لا الحصر، ما يلي:

*3.1 الأعباء المباشرة*

التكلفة المرتبطة بما يلي:

1. الإستضافة والموافقة على حقوق السطح كما في مطهرة في القسم 4.1 (أ).
2. البلدية العامة كما في مطهرة في القسم 4.1 (ب).
3. الكفاءة، المستودعات والبني التحتية المتنوعة كما في مطهرة في القسم 4.1 (ج).
4. النقل كما في مطهرة في القسم 4.1 (د).
5. الخدمات كما في مطهرة في القسم 4.1 (ه).
6. المواد كما في مطهرة في القسم 4.1 (و).
7. الضرائب والرسوم كما في مطهرة في القسم 4.1 (ز).
8. التكاليف الجزية كما في مطهرة في القسم 4.1 (ح).
10. صرف الفوائد والخسائر كما هي محددة في القسم 4.1 (ي).
11. المصاريف القانونية كما هي محددة في القسم 4.1 (ي).
12. مصاريف التدريب كما هي محددة في القسم 4.1 (ك).
13. مصاريف الإفلاسات كما هي محددة في القسم 4.1 (م).
14. قسط الأنشطة الانتروالية والوقف الناتج للتشغيل كما هو محدد في القسم 4.1 (ن).
3.2. Indirect charges

The Operator shall charge the Joint Account monthly for the cost of General and Administrative Expenses of the Operator and its Affiliates not otherwise provided in this Accounting and Financial Procedure. General and Administrative Expenses chargeable under this Section 3.2 represent the cost of general assistance and support services provided by the Operator or its Affiliates as described in Section 2.5 (a) and the charges described in Section 2.5 (b). These costs are such that it is not practical to identify or associate them with specific projects, but are for services which provide the Petroleum Activities with needed and necessary resources which Right Holders require and that provide a real benefit to Petroleum Activities. The Operator shall provide to the Petroleum Administration such information and documents supporting the allocation of such costs under this Section 3.2 as the Petroleum Administration may request, including an explanation of the benefit such costs provide to Petroleum Activities. No cost or expenditure included under Section 3.1 shall be included or duplicated under this Section 3.2.

4. Costs, expenses, expenditures and credits of the Right Holder

4.1. Costs recoverable under the EPA

Subject to the provisions of applicable Lebanese law and the EPA, the Operator shall subsequently to the Effective Date charge to the Joint Account the following costs and expenses in respect of the Petroleum Activities pursuant to the EPA. Costs and expenses incurred in connection with Petroleum Activities shall be Recoverable Costs, and may be charged to
المشتركين إن تم تكديماً وفقاً لخطط الاستثمار، خطط التكوين، خطة التطوير والأنشطة، برامج العمل والأنشطة المشتركة، أو خلاف ذلك بموجب المادة 13 من هذه الاتفاقية (في ما يتعلق بالأعمال والاستثمارات، والحالات الطارئة).

(1) حقوق السطح
جمع التكاليف المباشرة العامة للاكتساب أو تجديد أو التأسيس عن حقوق السطح المضبوطة المتعلقة ببناء المنشآت البرية المستخدمة في الأنشطة البترولية.

(ب) البد العاملة والتكون المرتبطة بها،
وتتضمن:

(1) الرواتب، الأجور والتكون المرتبطة بمستخدمي المشغل المشارك في الأنشطة البترولية بشكل مباشر (بما في ذلك المستقلين من الشركات المرتبطة بالمشغل والأصحاب الفعليين) سواء تم تعيينهم بصورة مؤقتة أو دائمة في الجمهورية اللبنانية.

(2) الرواتب، الأجور والتكون المرتبطة بمستخدمي المشغل المشاركين في الأنشطة البترولية بشكل مباشر (بما في ذلك المستقلين من الشركات المرتبطة بالمشغل والأصحاب الفعليين) سواء تم تعيينهم بصورة مؤقتة أو دائمة خارج الجمهورية اللبنانية ولا تشمل أحكام القسم 4.1 (ه).
(iii) Costs for salaries, wages and related costs for employees working full time on Petroleum Activities shall be fully chargeable to the Joint Account. Costs for salaries, wages and related costs for employees working part-time on Petroleum Activities shall be chargeable to the Joint Account on a pro rata basis, taking into account time spent by the relevant employees or such other equitable basis as may be determined by the Minister based on the opinion of the Petroleum Administration;

(iv) "Related costs" for purposes of the foregoing include:

a) holiday, vacation, sickness, severance (unless for dismissal of an employee without cause as determined by a court or arbitral body of competent jurisdiction), and disability, retirement and survival payments applicable to the salaries and wages recoverable pursuant to the foregoing paragraphs. In respect of the severance, retirement, and survival payments mentioned above, the amount that shall be cost recoverable shall be in proportion of the total time the employee was directly engaged in the Petroleum Activities pursuant to the EPA on a full time equivalent basis to the employee’s total tenure with the Right Holder and its Affiliates.
b) social charges, or similar contributions made pursuant to assessments or obligations imposed under applicable law which are applicable to the Operator's or Right Holder's (as the case may be) cost of salaries and wages chargeable under the foregoing paragraphs;

c) Operator's or Right Holder's (as the case may be) cost of established plans for employees' life insurance, hospitalisation, pensions, and other benefits of a similar nature customarily granted to the Right Holder's employees and those of its Affiliates shall also be chargeable to the Joint Account; and

d) reasonable travel and personal expenses of employees of the Operator and the Right Holders including those made for travel and relocation of the expatriate employees and their immediate families assigned to Petroleum Activities in the Republic of Lebanon;

(v) The Operator (on behalf of the Right Holders) shall also pay and may charge to the Joint Account reasonable expenses incurred by members and any observers of the Management Committee appointed pursuant to Article 16.6 of the EPA in attending
meetings of the Management Committee;

(c) Offices
Cost of maintaining in Lebanon any offices and sub-offices, warehouses, operating bases and other infrastructure such as furniture, fixtures and supplies necessary for the operation of offices of the Operator located in Lebanon directly serving the Petroleum Activities. If such offices, sub-offices, warehouses, operating bases and other infrastructure serve activities in addition to the Petroleum Activities pursuant to the EPA, then costs shall be allocated on an equitable basis in accordance with applicable Lebanese law, or, in absence of such basis, as agreed to between the Minister, based on the opinion of the Petroleum Administration, and the Operator and, failing agreement, the allocation shall be determined by a sole expert in accordance with the EPA.

(d) Transportation costs
Transportation cost includes all cost of transportation of employees, equipment, materials and supplies necessary for conducting the Petroleum Activities pursuant to the EPA.

(e) Charges for Services and use of Affiliate equipment and facilities
(i) Third Party Contracts
The actual costs of contracts services, services of professional consultant, utilities and other necessary services to conduct Petroleum Activities entered into by the Operator, made with third parties are recoverable provided that the charges paid under such contract by the Operator are not higher than those generally charged by other international or domestic third party suppliers for comparable work and services. In the case of

(ج) المكاتب
تمثل كافة الاحتياطات بأي مكاتب ومكاتب فرعية، مستودعات وقواعد تشغيلية في لبنان والبنية التحتية الأخرى مثل الأنشطة والإجراءات والإجراءات الضرورية لعمليات مكاتب المشغل الموجودة في لبنان والتي تستخدم بشكل مباشر لأنشطة البترولية. في حالة كانت هذه المكاتب ومكاتب البنية التحتية الأخرى تخدم أنشطة أخرى بالإضافة إلى الأنشطة البترولية بمواد اتفاقية الاستثمار والاستعداد، يتم تحصيص التكاليف على أساس معدل وفقاً لقانون اللبنان المتعلق بالإجراء، أو في غياب مثل هذا الأساليب، مما هو مناقشه بين الوزير والممثل اعتباراً إلى رأي الهيئة الإدارية البترولية، وفي حالة لم يتم هذا الاتفاق، يحدث التخصيص من قبل كبير مندوب وفقاً لأحكام اتفاقية الاستثمار والاستعداد.

(د) تكاليف النقل
تشمل تكاليف النقل جميع تكاليف نقل المستخدمين، المواد واللوائح الضرورية لتنفيذ الأنشطة البترولية بموجب اتفاقية الاستثمار والاستعداد.

(ه) أعباء الخدمات واستخدام المعدات والمشتقات للشركات التابعة
1) عقود مع طرف ثالث
تعتبر قالب الاستيراد التكاليف الفعلية لعقود الخدمات، الخدمات من مستشار مهني، المعدات والخدمات الضرورية الأخرى التي يديرها المشغل مع أطراف ثالثة ليتم قيام بالأنشطة البترولية شروط لا منح الأعباء المدفوعة من قبل المشغل بموجب هذا التعاقد المبالي التي يضمن ذلك بشكل عام مرفوع من طرف ثالث دولي أو مıklı للأعمال وخدمات مشابهة. في حال وجود عقود مبرمة مع شركات مرتبطية بصاحب الحقوق، يجب تحويل التكاليف إلى الحساب المشترك.
contracts entered into with Affiliates of Right Holders, costs may only be chargeable to the joint Account, and shall only be recoverable, to the extent the relevant contracts are approved pursuant to Article 27.2 of the EPA, and only to the extent set forth in (ii) below.

(ii) Affiliates of Right Holders

A. Professional and Administrative Services and Expenses

Cost of professional and administrative services provided by an Affiliate of a Right Holder for the direct benefit of Petroleum Activities pursuant to a service contract, including, but not limited to, services related to production, exploration, legal, financial, insurance, and accounting. Without prejudice to the charges to be made in accordance with Section 2.5, in the case of services rendered in the Petroleum Activities by an Affiliate of the Right Holder, the charges shall be based on actual costs, on a no gain no loss basis, without element of profit. The charges shall be no higher than the most favourable prices charged by the Affiliate to third parties for comparable services under similar terms and conditions and no higher than the prices charged for comparable services currently by non-Affiliates. When required, certified evidence regarding the basis of prices charged by the Affiliate to third parties shall be obtained from the auditors of the Affiliate.

B. Scientific or Technical Personnel

Cost of scientific or technical personnel services provided by any Affiliate pursuant to a

واستردادها فقط في حال الموافقة على الحقوق المحققة وضمن المادة 27.2 من

التفاقيات الاستثمارية والاستثمار والثالثة. من الصلاوح عليه في الفترة (7) أدناه.

(2) الشركات المرتبطة أصحابها

A. الخدمات والنقلات المهنية والإدارية كلفة الخدمات المهنية والإدارية التي تقدمها إحدى الشركات المرتبطة بأحد أصحاب الحقوق مباشرة بمصلحة الأنشطة البترولية وفقاً لعقد خدمات، بما في ذلك، على سبيل المثال لا الحصر، الخدمات المتعلقة بالإنتاج، الاستكشاف، الخدمات القانونية، الخدمات المالية، خدمات الأمان والمحاسبة. من دون الالتفاخ بالأعمال المقدمة وفقاً لقسم 2.5، يتعين أن تكون الخدمات المقدمة للأنشطة البترولية من قبل إحدى الشركات المرتبطة بأحد أصحاب الحقوق بناءً على التكاليف الفعلية، على قاعدة عدم الربح والخسارة، دون أي عصر ربح. لا يجوز أن تكون هذه التكاليف أعلى من أفضل الأسعار التي تتفاوض عليها شركة متعلقة من الخبر في خدمات مشابهة بموجب أحكام وشروط مماثلة، ولا أعلى من الأسعار المغروسة حالياً على خدمات مماثلة من قبل شركات غير مرتبطة. عند الحاجة، يتعين الحصول من مدققي حسابات الشركات المرتبطة علئ النماذج الموقعة حول الأسعار التي تم الاستناد عليها في تحديد الأسعار التي تتفاوض عليها الشركة المرتبطة من الخبر.

ب) المستخدمون العلميين أو الفنيون

يجب إعداد كافة خدمات المستخدمين العلميين أو الفنيين المقدمة من شركة مرتبطة بموجب
service contract for the direct benefit of the Petroleum Activities which cost shall be charged based on actual costs, on a no gain no loss basis, without element of profit. Charges shall not exceed charges of comparable services currently provided by outside technical service organization of comparable qualification.

C. Equipment and facilities
Use of equipment and facilities owned and furnished by the Affiliate, at rates commensurate with the actual cost of ownership and operation, on a no gain no loss basis, without element of profit, provided that such rates shall not exceed those currently prevailing for the supply of like equipment and facilities on comparable terms. The equipment and facilities referred to herein shall exclude major investment items such as, but not limited to, drilling rigs, producing platform, oil and gas loading and transportation, storage and terminal facilities and other major facilities. Upon the State’s request, the Operator shall furnish a list of rates and the basis of application.

(f) Materials

(i) General
So far as is practicable and consistent with applicable Lebanese law and Best International Petroleum Industry Standards, only such Material shall be purchased or furnished by the Operator on behalf of the Right Holders for use in the Petroleum Activities as may be required for use in the reasonably foreseeable future and to the extent that such purchase or supply are in accordance with the EPA (including without limitation Article 27 of the EPA).

(و) المواد

1. بشكل عام
يجب شراء المواد أو توفيرها من قبل المشغل بالتفاوض عن أصحاب الحقوق لاستخدامها في الأنشطة البترولية بعد ما يكون عمليًا وتمثليًا مع القانون اللبناني المعين الإجراء وأفضل المعايير العالمية لصناعة البترول. وبدلاً ما تكون مطلوبة للاستخدام بشكل مسبق في أعمال المستقبل المنظور وإلى المدى الذي يتوافق فيه شراء هذه المواد أو توفيرها مع أحكام إتفاقية الاستثمار والإنتاج (بما في ذلك من دون الحصر) المادة 77 من الإتفاقية).
In case of defective Material or equipment, any adjustment received by the Operator from the suppliers or manufacturers or their agents shall be credited to the Joint Account under the EPA.

(ii) Value of Material charged to the accounts under the EPA

a) Except as otherwise provided in item b) below, Material purchased by the Operator for use in the Petroleum Activities shall be valued at the actual net cost incurred, including: invoice price less trade and cash discounts (if any), purchase and procurement fees plus freight and forwarding charges between point of supply and point of shipment, freight to port of destination, insurance, taxes, customs duties, consular fees, other items chargeable against imported Material and where applicable handling and transportation expenses from point of importation to warehouse or operating site or location, and its costs should not exceed those then currently prevailing in normal arms-length transactions on the open market.

b) Materials purchased from Affiliates of the Right Holders shall be charged at the prices specified in (1) and (2) hereof.

(1) New Material (condition "A") shall be valued at the current international price which should not exceed the price prevailing in normal arms-length transactions on the open market.

(2) Used Material (conditions "B" and "C") shall be valued as follows:

ب) يجب تحمل المواد المشتركة من الشركات المرتبطة بأصحاب الحقوق بالأسعار المحددة في البلدان (1) و(2) التالين:

١(١) يتم تقويم المواد الجديدة (حالة "١") بالأسعار العالمية السائدة على الألا تزيد عن الأسعار السائدة في الصفقات الإعتيادية المبرمة في السوق الموحدة على أسس تبادل تجاري بحث:

١(٢) يتم تقويم المواد المستوردة (حالة "٢") بالأسعار السائدة في السوق المشتركة على الألا تزيد عن الأسعار السائدة في الصفقات الإعتيادية المبرمة في السوق الموحدة على أسس تبادل تجاري بحث.
(i) Material which is in sound and serviceable condition and is suitable for reuse without reconditioning shall be classified as condition "B" and priced at seventy-five percent (75%) of the current price of new materials defined in (1) above (Condition A).

(ii) Material which cannot be classified as condition "B" but which after reconditioning will be further serviceable for original function as good second-hand material condition "C", or which is serviceable for original function but substantially not suitable for reconditioning, shall be classified as condition "C" and priced at fifty percent (50%) of the current price of new material as defined in (1) above (Condition A). The cost of reconditioning shall be charged to the reconditioned material provided that the condition "C" material value plus the cost of reconditioning does not exceed the value of condition "B" material.

(iii) Material which cannot be classified as condition "B" or condition "C" shall be priced at a value commensurate with its use.

(iv) Material involving erection costs shall be charged at the applicable percentage, in accordance to its condition, of the current dismantled price of new material as defined in (1) above (Condition A).
(v) When the use of Material is temporary and its service to the Petroleum Activities does not justify the reduction in price as provided for in (2)(i) hereof, such Material shall be priced on a basis that will result in a net charge to the accounts under the EPA consistent with the value of the service rendered.

(g) Taxes, duties and other assessments

All taxes, and all those levies, charges, fees, contributions and any other assessments and charges levied by the State, in connection with the Petroleum Activities, and paid directly or indirectly by the Right Holders, including, for the avoidance of doubt, any Excess Corporate Income Tax, with the exception of the following:

(i) Taxes that are measured by or based upon the revenues, income and net worth of a Right Holder or physical person including but not limited to:
A. Corporate Income Tax (save for any Excess Corporate Income Tax);
B. Tax on capital gains;
C. Withholding tax on non-resident income;
D. Tax on dividends;
E. Tax on bank deposits returns;
F. Tax on movable capital;
G. Tax on direct or indirect Assignments, or
H. All taxes incurred by Right Holders on behalf of the tax payer including payroll tax where incurred by the Right Holders on behalf of the employee.

ب) الضرائب التي تفتت أو تبني على أسس الإيرادات، الدخل والقيمة الأساسية القيادية العامة لصاحب حوق أو شخص طبيعي أو الذي تشمل على سبيل المثال لا الحصر ما يلي:
أ) ضريبة الدخل على الأرباح (باستثناء أي فائض ضريبة دخل الشركات)
ب) الضريبة على الأرباح الرأسمالية
ج) ضريبة غير المقيمين
د) الضريبة على أصحاب الأرباح
ه) الضريبة على عوائد الرهن العقاري
و) ضريبة على رأس المال المنقول
ز) الضريبة على التنازل المباشر أو غير المباشر
ج) جميع الضرائب التي تحملها صاحب الحق أو المكلف بما فيها ضريبة الرواند والأموال في حال تحملها صاحب الحق أو المستخدم.
(ii) Fines and penalties imposed by any public authority in the Republic of Lebanon.

(iii) Royalty shares, area fees, Profit Petroleum shares or other Petroleum entitlements, in each case paid to the state in connection with or related to the EPA.

(iv) Any taxes paid outside the Republic of Lebanon.

(v) Any taxes subject to reimbursement or refund.

(vi) Any other taxes deemed to be non-recoverable costs.

(h) Environmental costs by the Operator incurred with respect to the Petroleum Activities in order to comply with applicable Lebanese law and Article 17 of the EPA.

(i) Insurance and losses

(i) Insurance premiums and costs incurred for insurance arranged in accordance with the EPA provided that if such insurance is wholly or partly placed with an Affiliate of the Operator or other Right Holder, such premiums and costs shall be recoverable only to the extent generally charged by competitive insurance companies other than an Affiliate of the Operator or other Right Holder. Costs and losses incurred as a consequence of events which are insurable, and in so far as not made good by insurance obtained under the EPA through no fault of the Operator, are recoverable under the EPA.

(ii) All costs or expenditures necessary to replace or repair damages or losses incurred shall be recoverable. The Operator shall provide the Petroleum Administration written notice of

(2) The penalties and the obligations which are imposed by any judicial body in the Republic of Lebanon.

(3) Any case of judgment or dispute or any judicial or administrative decision which is issued by any judicial or administrative body in the Republic of Lebanon.

(4) Any case of judgment or dispute or any judicial or administrative decision which is issued by any judicial or administrative body outside the Republic of Lebanon.

(5) Any case of judgment or dispute or any judicial or administrative decision which is issued by any judicial or administrative body in the Republic of Lebanon.

(6) Any case of judgment or dispute or any judicial or administrative decision which is issued by any judicial or administrative body outside the Republic of Lebanon.

(7) Penalties and expenses which are imposed by any judicial body in the Republic of Lebanon.

(8) Any case of judgment or dispute or any judicial or administrative decision which is issued by any judicial or administrative body outside the Republic of Lebanon.

(9) Any case of judgment or dispute or any judicial or administrative decision which is issued by any judicial or administrative body in the Republic of Lebanon.

(10) Penalties and expenses which are imposed by any judicial body in the Republic of Lebanon.

(11) Any case of judgment or dispute or any judicial or administrative decision which is issued by any judicial or administrative body outside the Republic of Lebanon.

(12) Any case of judgment or dispute or any judicial or administrative decision which is issued by any judicial or administrative body in the Republic of Lebanon.

(13) Penalties and expenses which are imposed by any judicial body in the Republic of Lebanon.

(14) Any case of judgment or dispute or any judicial or administrative decision which is issued by any judicial or administrative body outside the Republic of Lebanon.

(15) Any case of judgment or dispute or any judicial or administrative decision which is issued by any judicial or administrative body in the Republic of Lebanon.

(16) Penalties and expenses which are imposed by any judicial body in the Republic of Lebanon.

(17) Any case of judgment or dispute or any judicial or administrative decision which is issued by any judicial or administrative body outside the Republic of Lebanon.

(18) Any case of judgment or dispute or any judicial or administrative decision which is issued by any judicial or administrative body in the Republic of Lebanon.
damages or losses incurred in excess of one hundred thousand United States dollars (US$ 100,000) as soon as practical after report of the same has been received by the Operator. All losses in excess of fifty thousand United States dollars (US$50,000) shall be listed separately in the quarterly statement of costs and expenditures.

(iii) Expenditures incurred in the settlement of all losses, claims, damages, judgments, and other expenses for the account of Petroleum Activities shall be recoverable.

(j) Legal expenses

All costs and expenses of litigation and legal or related services necessary or expedient for the procuring, perfecting, retention and protection of rights pursuant to the EPA, and in defending or prosecuting lawsuits involving the EPA Block or any third party claim arising out of Petroleum Activities pursuant to the EPA, or sums paid in respect of legal services necessary or expedient for the protection of Petroleum Rights pursuant to the EPA or joint interest of the State and the Right Holders, are recoverable. Such expenditures shall include attorney's fees, court costs, cost of litigation, costs of investigation, and claims provided that such costs are not covered elsewhere in the Accounting and Financial Procedure. Where legal services are rendered in such matters by salaried or regularly retained lawyers of the Operator, an Affiliate of the Operator or other Right Holder, such compensation shall be included instead under Section 4.1(b) or 4.1(e) above, as applicable. Cost and expenses related to legal assistance for the purpose of challenging (or responding to a challenge) of cost recovery, Profit Petroleum split or Royalty shall not be cost recoverable. The preceding costs and expenses shall not include costs of any nature (including attorneys' fees and the fees of the ICC, arbitrators, the sole expert, other experts, professionals

البتروال بنامع خطي يذكر فيه الأضرار والخسائر التي تكبدتها و التي تزيد عن مئة ألف دولار أميركي ($100,000) في أقرب وقت عملي ممكن بعد تقييم المشتغل خيراً بذلك. يتم إدراج الخسائر التي تتجاوز خمسين ألف دولار أميركي ($50,000) بشكل متصل في البيان الفعلي للمكلفين والنقاط.

(3) تكون قيمة الاسترداد النتائج المتصلة

بتشريحة جميع الخسائر، المطالبات،

الأضرار، الأحكام وغيرها من

النفقات لحساب الأنشطة البترولية.

(4) المصاريف القانونية.

جميع المكلفين والمصاريف التي تنفق في

التفاوض والخدمات القانونية أو الخدمات

المتعلقة بها ضرورية أو مناسبة بصفة

الموضودة استكمالًا، حماية ومحاسبة على

حقوق وفقاً لإنفاذية الاستئصال والإنتاج.

وفي الدفاع أمام المحكم أو رفع الدعاوى

القضائية المتعلقة بعقوبة التعدي

المضمنة أو الالتماسات أو المطالبات، للثالثة

من الأنشطة البترولية التي يتقود بها الغير.

وقال إنفاذية، أو المنافع المتصلة

بالمستخدمات القانونية الضريبية

أو المناسبة لحماية الحقوق البترولية

بوجوب إنفاذية الاستئصال والإنتاج أو

المصلحة المشتركة للدولة وأصحاب

الحقوق، هي مكلفة لإسترداد. وتشمل هذه

النفقات أن تكون المحاكمة، رسم المحاكم،

كافة النفقات القضائية، كلفة النفقات.

والملفات يشترط أن لا تكون هذه

ال metic المدرجة في أي مكان آخر في

الإجراءات المحاسبية والمالية. حين تكون

الخدمات القانونية متعلمة في مثل هذه

الملاحظات من قبل محامين منظمين لدى

المشتر، أو شركة مرتبطية به أو أصحاب

حقوق أخرين أو يتم توكيلهم بصفة

منتظمة من قبل هؤلاء بوجب إدراج هذه

المبلغ المفروض تحت القسم 4.1(c) أو

القسم 4.1(h) المذكورين أعلاه، تكون

لا تقطاع أن تكون هذه
and translators) incurred in connection with any consultation, arbitration or sole expert process under Articles 37 to 39 (inclusive) of the EPA.

(k) Training costs
All costs and expenses incurred by the Operator in training of its employees located in Lebanon and engaged in the Petroleum Activities pursuant to the EPA and such other training or institutional support as required under the EPA (including the contribution provided for in Article 20.2 of the EPA) or applicable Lebanese law including the recruitment costs to Lebanese citizens.

(l) General and Administrative Expenses
General and Administrative Expenses are the costs described in Section 2.5(a) and the charge described in Section 2.5(b).

(m) Communications
Cost of acquiring, leasing, installing, operating, repairing and maintaining communication systems including radio and microwave facilities between the Block and the Operator’s nearest base facility.

(n) Decommissioning fund
Payments into the Decommissioning Fund and costs incurred for the preparation and implementation of a preliminary or definitive plan for cessation of Petroleum Activities and decommissioning of Facilities according to applicable Lebanese law, the Decree no 10289/2013 (PAR) and the EPA (and subject to the limitations contained in the relevant law).

(1) all of the foregoing shall be deemed to have been incurred by the Contractor for the purposes of the subcontract, and shall be subject to the same conditions and limitations as set forth in the Contract.

(2) All payments made under this Article shall be deemed to have been made for the purposes of the subcontract, and shall be subject to the same conditions and limitations as set forth in the Contract.

(3) All amounts paid under this Article shall be deemed to have been paid for the purposes of the subcontract, and shall be subject to the same conditions and limitations as set forth in the Contract.

(4) All costs incurred under this Article shall be deemed to have been incurred for the purposes of the subcontract, and shall be subject to the same conditions and limitations as set forth in the Contract.

(5) All expenses incurred under this Article shall be deemed to have been incurred for the purposes of the subcontract, and shall be subject to the same conditions and limitations as set forth in the Contract.

(6) All revenues earned under this Article shall be deemed to have been earned for the purposes of the subcontract, and shall be subject to the same conditions and limitations as set forth in the Contract.

(7) All losses sustained under this Article shall be deemed to have been sustained for the purposes of the subcontract, and shall be subject to the same conditions and limitations as set forth in the Contract.

(8) All returns realized under this Article shall be deemed to have been realized for the purposes of the subcontract, and shall be subject to the same conditions and limitations as set forth in the Contract.

(9) All credits received under this Article shall be deemed to have been received for the purposes of the subcontract, and shall be subject to the same conditions and limitations as set forth in the Contract.

(10) All grants awarded under this Article shall be deemed to have been awarded for the purposes of the subcontract, and shall be subject to the same conditions and limitations as set forth in the Contract.

(11) All insurance proceeds received under this Article shall be deemed to have been received for the purposes of the subcontract, and shall be subject to the same conditions and limitations as set forth in the Contract.

(12) All other income generated under this Article shall be deemed to have been generated for the purposes of the subcontract, and shall be subject to the same conditions and limitations as set forth in the Contract.
(o) Costs related to recovery of ancillary products
All costs borne by the Right Holders in respect of the recovery of ancillary products shall be recoverable costs pursuant to Article 19.4 of the EPA.

(p) Any audit or inspection fees charged by the State.

(q) Other expenditures
Any other legitimate expenditure, other than expenditures which are covered by the forgoing provisions of this section incurred for the necessary and proper performance of Petroleum Activities in accordance with approved Work Programs and budgets under the Agreement.

4.2. Priority of Recoverable Costs
Costs recoverable pursuant to applicable Lebanese law, the Decree no 10289/2013 (PAR) and the EPA shall be recovered in the following order of priority:
(a) Operating Costs pursuant to Section 2.3;
(b) Exploration Costs pursuant to Section 2.1;
(c) Development Costs pursuant to Section 2.2;

4.3. Costs not recoverable under the EPA
The following costs shall not be cost recoverable pursuant to the EPA:
(a) Petroleum marketing costs (except as otherwise contemplated in an approved Gas Infrastructure and Marketing Plan) and Transportation costs of Petroleum beyond the Delivery Point(s) as set forth in an

النقدية: لا يكون التكلفة تلك كتيالياً للاستثمار بموجب اتفاقية الاستثمار والنقدية.
approved Development and Production Plan.

(b) costs of any nature (including attorneys’ fees and the fees of the ICC, arbitrators, the sole expert, other experts, professionals and translators) incurred in connection with any consultation, arbitration or sole expert process under Articles 37 to 39 (inclusive) of the EPA;

(c) Royalty;

(d) Costs and expenditures incurred as a result of a breach of any provision of the EPA, Gross Negligence or Willful Misconduct on the part of the Right Holders or the Operator, or their Affiliates;

(e) Costs that are not adequately supported and documented;

(f) Costs and charges incurred before the Effective Date;

(g) Interest, or any charge or payment in the nature of, in lieu of, or having the commercial effect of interest related to the financing of Petroleum Activities;

(h) Any taxes measured by or based upon the revenues, income, gains, dividends and net worth of a Right Holder or personal person, wherever imposed (save for any Excess Corporate Income Tax);

(i) The Value Added Tax paid by the Right Holder except the non-deductible Value Added Tax and the tax which deduction is not approved by the tax authorities.

(l) Any taxes paid to authorities outside the Republic of Lebanon;
(k) Any taxes subject to reimbursement or refund;

(l) Any other taxes that should be deemed non-allowable costs;

(m) Fines and penalties imposed by any public authority in the Republic of Lebanon or elsewhere and any interest due thereon;

(n) Commissions and arrangement fees paid to intermediaries;

(o) Commissions and arrangement fees and other costs (including borrowing costs, interest or other costs to secure guarantees (including professional and advisory fees and expenses) relating to guarantees including the Work Commitment Guarantee and the Parent Company Guarantee.

(p) Any amounts spent on indemnities with regard to non-fulfillment of contractual obligations;

(q) Donations and contributions made by the Right Holders;

(r) Costs incurred by the Operator under contracts or amendments thereto that were (i) subject to approval by the Minister, the Petroleum Administration or the Management Committee and were not so approved, or (ii) required to be conducted on the basis of a competitive tender in accordance with Article 27.1 of the EPA, but that were not awarded on the basis of a competitive tender or otherwise in compliance with applicable Lebanese law or the provisions of the Joint Operating Agreement governing the procurement of goods and services;

(s) Costs that are not documented in accordance with applicable law, the EPA or this Accounting and Financial Procedure;

(ع) أي مبلغ يتم اتفاقها للتمويضات العائدة لعدم الوفاء بالالتزامات التعاقدية.

(ج) التبرعات والهبات المقدمة من أصحاب الحقوق.

(س) التكاليف التي تتكبد المشغل بموجب العقود أو التعديلات عليها والتي (1) تخص موانعة الوزير أو هيئة إدارة قطاع البترول أو لجنة الإدارة ولم تتم الموافقة عليها، أو (2) كان يجب القيام بها على قاعدة المنشدات التقنية وفقا للمادة 27.1 من اتفاقية الاستكشاف والإنتاج، غير أنه لم يتم منح هذه العقود بالاستناد إلى هذه القاعدة أو وفقا لقرار من اتحاد القوانين اللبنانية المرعية الإجراء أو أحكام اتفاقية التشغيل المشترك التي ترى إجراءات توريث السلع والخدمات.

(ق) التكاليف التي لم يتم توقيعها وفقا للقوانين المرعية الإجراء والاتفقية الاستكشاف
4.4. Recoverability and deductibility

The determination of whether the costs and expenses set forth herein are Recoverable Costs or not shall apply only to this EPA, and shall not be interpreted to preclude the Right Holder from deducting, or as providing the Right Holder with the right to deduct, said amounts in computing its net income from the Petroleum Activities for Corporate Income Tax purposes under applicable Lebanese law.

4.5. Credits under the EPA

The net proceeds of the following transactions pursuant to the EPA shall, subject to the applicable law, be credited to the Joint Account under the EPA:

(a) The net proceeds of any insurance or claim in connection with the Petroleum Activities or any assets charged as a Recoverable Cost under the EPA when such Petroleum Activities or assets were insured and the premiums charged as a Recoverable Cost under the EPA;

(b) Any Service Costs incurred for the benefit of any operation or activity not related to Petroleum Activities;

(c) Costs associated with the acquisition of seismic and other data incurred in connection with the licensing round pursuant to which the EPA was awarded; including any licensing fees or uplift thereon;

(d) Area fee

4.6. The application of the surrender.

The surrender of the concessionaire's interest in the block is subject to the conditions and terms specified in the Joint Operating Agreement. The surrender shall be effective upon the execution of a surrender agreement by the concessionaire and the government. The surrender agreement shall be governed by the laws of the Kingdom of Bahrain.
Revenue received from third parties including Affiliated Companies for the use of, or Right Holders' disposal of, Material, property or assets charged as a Recoverable Cost under the EPA;

Any adjustment received by the Operator or any Right Holder from the suppliers or manufacturers, or their agents, in connection with defective Material the cost of which was previously charged by the Right Holders as a Recoverable Cost under the EPA;

Rentals, refunds or other credits received by the Operator or any Right Holder which apply to any charge which has been made as a Recoverable Cost under the EPA;

Proceeds of interest received from bank accounts opened in connection with the Petroleum Activities under the EPA;

The amounts received for inventory Materials charged to the Joint Account and subsequently exported from the Republic of Lebanon without having been used in the Petroleum Activities.

Legal expenses charged to the Joint Account under Section 4.1(l) and subsequently recovered by the Operator or any other Right Holder and payments obtained in resolution or settlement of losses, claims, damages, judgements and other expenses related to Petroleum Activities conducted pursuant to the EPA.

4.6. Duplication of charges and credits
5. Records and valuation of assets

The Operator shall on behalf of the Right Holder maintain detailed records of Facilities and other assets acquired and charged as Recoverable Costs pursuant to the EPA in use for the Petroleum Activities in accordance with the applicable Lebanese law and Best International Petroleum Industry Standards. The detailed records shall include information on quantities, location and whether such assets are leased or owned. At reasonable intervals, but at least once a year, with respect to movable assets, and once every five (5) years with respect to immovable assets, inventories of the property under the EPA shall be taken by the Operator. The Operator shall give the Petroleum Administration at least thirty (30) days written notice of its intention to take such inventory and the Petroleum Administration shall have the right to be represented when such inventory is taken. The Operator shall clearly state the principles upon which valuation of the inventory has been based. When an Assignment of rights under the EPA takes place, a special inventory may be taken by the Right Holder at the request of the assignee provided that the costs of such inventory are borne by the Right Holder (for its own account, as a non-Recoverable Cost) or the assignee.

6. Statements and reports

6.1. Production Report

(a) Subsequent to the commencement of Commercial Production from the Block, the Operator, on behalf of the Right Holders, shall submit daily, monthly and annual reports on production (hereinafter referred to as the "Production Report") to the Petroleum Administration for each
Development and Production Area pursuant to Article 50 of the Decree no 10289/2013 (PAR) and the EPA.

(b) The Production Report of each Calendar month shall be submitted to the Petroleum Administration no later than fifteen (15) Calendar days after the end of such Calendar month.

6.2. Value of Production and Royalty Statement

(b) The Operator, on behalf of the Right Holders, shall prepare with respect to each Calendar month a value of production and royalty statement (hereinafter referred to as the “Value of Production and Royalty Statement”) covering the determination of the value of Crude Oil and other Petroleum (determined in accordance with the Law no 132/2010 (OPR Law), the Decree no 10289/2013 (PAR) and the EPA respectively, produced each Calendar month and the value of Royalty payable (if taken in cash). This statement shall contain the following information:

(i) The quantities and prices realised by the Right Holder in each sale of Crude Oil and other Petroleum respectively, other than to Affiliates, made during the Calendar month in question;

(ii) The quantities and the prices realised by the Right Holder in each sale of Crude Oil and other Petroleum respectively, to Affiliates made during the Calendar month in question;

(iii) The quantity and location of stocks of Crude Oil, and if

(ب) يتم إرسال تقرير الإنتاج عن كل شهر تقسيم إلى هيئة إدارة قطاع البترول خلال فترة لا تتجاوز خمسة عشر (15) يومًا تقريبيًا بعد نهاية هذا الشهر.

2.2. بيان قيمة الإنتاج والإنفاق

(أ) على صاحب الحق إعداد بيان قيمة الإنتاج والإنفاق عن كل شهر تقسيم (المشار إليه في ما يلي “بيان قيمة الإنتاج والإنفاق”) يشمل هذا البيان تحديد قيمة النفط الخام والمنتجات البترولية الأخرى (المحددة وفقًا القانون رقم 132/2010 (قانون المواد البترولية في المياه البحرية)، والمرسوم رقم 10289/2013 (الأنظمة والقواعد المتعلقة بالأنشطة البترولية) واتفاقية الاستكشاف والانتاج)، الذي تم إنتاجه خلال الشهر التقسيم وقيمة الإنفاق المستحقة الدفع (إذا تم استلامها نقدًا). يتعين أن يتضمن البيان المعلومات التالية:

1. الكميات والأسعار التي ححقها صاحب الحق في كل عملية بيع النفط الخام والمنتجات البترولية الأخرى على التوالي خلال الشهر التقسيم أثناء العمليات مع الشركات المرتبطة.

2. الكميات والأسعار التي ححقها صاحب الحق في كل عملية بيع النفط الخام والمنتجات البترولية الأخرى لشركات مرتبطة على التوالي خلال الشهر التقسيم المعنوي.

3. كمية وموقع مخزونات النفط الخام، والمنتجات البترولية.
The Value of Production and Royalty Statement of each Calendar month shall be submitted to the Petroleum Administration no later than thirty (30) Calendar days after the end of such Calendar month.

6.3. Cost Recovery Statement

(a) The Operator, on behalf of the Right Holders, shall prepare with respect to each Quarter a cost recovery statement (hereinafter referred to as the "Cost Recovery Statement") with respect to costs that are allowable and recoverable under Section 4.1 of this Accounting and Financial Procedure containing the following information:

(1) The quantity and location of stocks of Crude Oil, and if applicable other Petroleum, at the end of the Calendar month;

(2) The total Royalty liability for Crude Oil and other Petroleum respectively, for the Calendar month and the detailed supporting calculation;

(3) Published Information available to the Right Holder, when requested by the Petroleum Administration, concerning the prices of relevant qualities of Crude Oil or other Petroleum produced by the main producing and exporting countries, including contract prices, discounts and premia, and prices obtained in the spot markets for such qualities of Crude Oil and other Petroleum and for other relevant Petroleum products.

(b) A copy of this Chapter and of the annual and quarterly reports shall be submitted to the Petroleum Administration not later than thirty (30) days after the end of the quarter.

6.4. Royalty Payee

(a) The payment of Royalty shall be made in accordance with the terms of the Exploration and Production Agreement.

(b) The payee shall be entitled to receive Royalty payments in accordance with the terms of the E&P Agreement.

(c) The payee shall be entitled to receive Royalty payments in accordance with the terms of the E&P Agreement.
the recoverable costs carried forward from the previous quarter, if any;

(ii) recoverable costs charged to the joint account for the quarter in question;

(iii) total recoverable costs for the quarter in question (the sum of (i) and (ii));

(iv) quantity and value of cost petroleum taken proportionally in crude oil and other petroleum for the quarter in question;

(v) credits for costs recovered for the quarter in question;

(vi) total cumulative recoverable costs recovered up to the end of the quarter in question;

(vii) recoverable costs to be carried forward into the next quarter.

(b) the cost recovery statement of each quarter shall be submitted to the petroleum administration no later than thirty (30) calendar days after the end of such quarter.

6.4 statement of expenditure and receipts

(a) the operator, on behalf of the right holders, shall prepare with respect to each quarter a statement of expenditures and receipts under the EPA (hereinafter referred to as the "statement of expenses and receipts") for submission to the petroleum administration.
Expenditure and Receipts. The Statement of Expenditure and Receipts shall distinguish between Exploration Costs, Development Costs and Operating Costs and cost related to cessation of Petroleum Activities and decommissioning of Facilities, including amounts drawn from the Decommissioning Fund, and shall identify major items of expenditures within these categories. The statement shall show the following:

(i) Actual expenditures and receipts for the Quarter in question;
(ii) Cumulative expenditure and receipts for the budget year in question;
(iii) Latest forecast cumulative expenditures at the year end;
(iv) Variations between budget forecast and latest forecast and explanations thereof;
(v) Price per barrel of Crude Oil sold;
(vi) Price per barrel of oil equivalent of Natural Gas sold.

(b) The Statement of Expenditure and Receipts of each Quarter shall be submitted to the Petroleum Administration no later than thirty (30) Calendar days after the end of such Quarter.

6.5 Profit Petroleum Sharing Statement

(a) The Operator, on behalf of the Right Holders, shall prepare with respect to each Quarter a statement of profit sharing (hereinafter referred to as the “Profit Petroleum Sharing Statement”). This statement shall contain the following information:

(i) The total amount of Profit Petroleum to be shared between the State and the Right

الاستكشاف والتطوير، وتتكاليف التشغيل والتكاليف المرتبطة بوقف الأنشطة البترولية والوقف دائم تشغيل المنشأت، بما فيها المبالغ المحسوبة من حساب الوقف دائم للتشغيل، ويجب تحديد عنصر النفقات الرئيسية ضمن هذه النفقات، يجب إظهار ما يلي في هذا البيان:

(1) النفقات والمقوضات الفعلية عن الفصل المعني;
(2) النفقات والموقوفات التأكميلية من السنة المالية المالية;
(3) أحدث التوقعات حول النفقات التأكميلية في نهاية السنة، والتوقعات بين توافقات الموازنة وأحدث التوقعات وتوضيحات حول هذه التوقعات;
(4) سعر برميل النفط الخام الذي تم بيعه;
(5) سعر برميل الغاز الطبيعي المساري للنفط الذي تم بيعه.

(ب) يجب تقديم بيان النفقات والموقوضات عن كل فصل لائحة إدارة قطاع البترول خلال مهلة لا تتجاوز ثلاثين (30) يوماً تقويمياً بعد نهاية الفصل المعني.

6.5 بيان تقاسم بترول الريح

(أ) على المشغل، نية لنقاط حقوقه، إعداد بيان تقاسم الربح (النظام الاداري) من ما يلي باسم "بيان تقاسم بترول الريح" على كل فصل سنوي. ويجب أن يتم ضمن هذا البيان المعلومات التالية:

- المبلغ الإجمالي لترول الريح الذي سيتم بين الدولة وصاحب الحق للفصل المعني.
6.6. Final, End of Year Statement

The Operator, on behalf of the Right Holders, shall prepare a final end-of-year statement. The statement shall contain information as provided in the Production Report, Value of Production and Royalty Statement, Cost Recovery Statement and Statement of Expenditures and Receipts, Profit Petroleum Sharing Statement, but shall be based on actual quantities of Petroleum produced, and cost and expenses incurred. Based upon this statement, any adjustments that are necessary shall be reported to the Petroleum Administration Promptly and made to the payments made by the Right Holder pursuant to the EPA. The final end-of-year statement of each Calendar year shall be submitted to the Petroleum Administration within ninety (90) Calendar days of the end of such Calendar year.

Together with the end-of-year statement, the Operator shall submit to the Petroleum Administration an audit report prepared by an auditor of international standing that is authorized to practice in Lebanon, including an attestation (audit opinion) that the information in such end-of-year statement is in accordance with the requirements of

ب) يجب تقديم بيان تقاسم بترول الربح عن كل فصل ليناية لإدارة قطاع البتروال خلال فترة لا تتجاوز ثلاثين (30) يومًا تقريبا بعد نهاية هذا الفصل.

6-6 البيان الختامي لنهائي السنة

تأسسة المشغل، نية لل الموجود على أصحاب الحقوق إعداد بيان ختامي لنهائي السنة. يجب أن يتضمن هذا البيان معلومات على النحو المتصور عليه في تقرير الإنتاج، بيان قيمة الإنتاج والإيرادات، بيان التكلف، القابلة للإشراف، بيان التكلفة والمخصصات، بيان تقاسم بترول الربح ويجب أن تكون هذه المعلومات سوية على كميات الطلب الفعلي التي تم إنتاجها والتكاليف والمصادق التي تم تكديها. بناءً على هذا البيان، يجب إبلاغ هيئة إدارة قطاع البتروال فيما وإجراء أي تعديلات مزودة على المبالغ التي تدفعها ساحب الحق بموافقة اتفاقية الاستثمار والاتفاق. يجب تقديم البيان الختامي لنهائي السنة عن كل سنة تقريباً بحلول إبرام قطاع البتروال خلال تسعتين (90) يومًا تقريباً بعد نهاية هذا السنة.

بالترافق مع بيان نهاية السنة التقويمية، على المشغل أن يقدم إلى إدارة قطاع البتروال تقرير التفوق الصادر من مؤسسة مالية مؤثرة في لبنان، مضمونًا شهادة (audit opinion) بأن المعلومات الواردة في البيان الختامي لنهائي السنة هي وفقاً لمعلقات اتفاقية الاستثمار والاتفاق، بما في ذلك هذه الإجراءات المحاسبية والمالية.
the EPA, including this Accounting and Financial Procedure.

6.7. Budget Statement

(a) The Operator shall, on behalf of the Right Holders and in accordance with Article 13.3 of the EPA, prepare an annual budget statement (hereinafter referred to as the "Budget Statement"). This shall distinguish between Exploration Costs, Development Costs and Operating Costs and shall show the following:

(i) Forecast expenditures and receipts for the budget year under the EPA;

(ii) Forecast cumulative expenditures and receipts to the end of the said budget year;

(iii) A schedule showing the most important individual items of forecast Exploration Costs and Development Costs for the said budget year; and

(iv) Decommissioning Fund statement, showing cumulative payments made into the Decommissioning Fund and the estimation of payments to be made the following year, and cumulative withdrawals from the Decommissioning Fund, and withdrawals expected to be made during the following year.

(b) The Budget Statement shall be submitted to the Petroleum Administration with respect to each budget year on or before the date set forth in Article 13(3) of the EPA.
6.8. Local Procurement Statement

(a) The Operator, on behalf of the Right Holders, shall prepare a Local Procurement Statement that should at a minimum include the following information:

(i) An overview of the Right Holders compliance with Article 20 of the EPA, including the percentage of the Right Holders and their Contractors and Subcontractors’ total employees that are Lebanese nationals;

(ii) The amount of expenditure incurred by the Right Holder directly or indirectly on Lebanese originating goods/services;

(iii) The amount of recorded local purchases (goods and services) represented as a percentage of the total expenditures;

(iv) A comprehensive description of the procedures adopted to source and purchase local goods and services; and

(v) A comprehensive variation analysis between the actual and budgeted local purchases.

(b) The Local Procurement Statement shall be submitted to the Petroleum Administration not later than ninety (90) Calendar days after the end of each year.

7. Language and revision of the Accounting and Financial Procedure

This Accounting and Financial Procedure has been made in Arabic and English. However, in case of conflict the Arabic original shall prevail.
The provisions of this Accounting and Financial Procedure may be amended only in accordance with Article 33 of the EPA.

8. Conflict with the EPA

In the event of any conflict between the provisions of this Accounting and Financial Procedure and the EPA main document, the provisions of the EPA main document shall prevail.

SCHEDULE 1 – FORM OF CERTIFICATE OF RECOVERABLE COSTS

[To be presented on the stationary of the Ministry of Energy and Water of the Republic of Lebanon]

[Date]

[The Company] (the “Company”)

1. On [insert date], [insert the legal name of the bank] provided a guarantee in favour of the Republic of Lebanon in respect of certain obligations of the Company (the “Work Commitment Guarantee”).

2. Definitions set forth in the Work Commitment Guarantee and the Exploration and Production
Agreement dated [insert date] between, inter alia, the Company and the Republic of Lebanon, shall apply to this Certificate, unless otherwise stipulated or the context otherwise requires.

3. The State hereby certifies that [.........] United States Dollars (US$ [......]) of Recoverable Costs incurred by the Company in fulfillment of the Minimum Work Commitment during [insert calendar year] may be applied to reduce the Guaranteed Amount.

4. The State acknowledges and agrees that the Guaranteed Amount set forth in the Work Commitment Guarantee shall be reduced by an amount equal to the amount specified in paragraph 3 above.

IN WITNESS WHEREOF, the undersigned being duly authorised to execute this certificate on behalf of the Republic of Lebanon has signed this certificate as of the date first hereinabove stated.

Signed
The Republic of Lebanon
By: ........................................

التوفيق
الجمهورية اللبنانية
من قبل: .................................

المادة الخامسة: إلغاء المرسوم 9882 تاريخ ٢٠١٣/٢/١٦
يُلغى المرسوم ٩٨٨٢ تاريخ ٢٠١٣/٢/١٦ (مرسوم تأهيل الشركات مسبقاً للإشراف في دورات تراخيص للأنشطة البترولية).
المادة السابعة، النظام
يُظل بهذا المرسوم فور نشره في الجريدة الرسمية.

صدر عن رئيس الجمهورية
رئيس مجلس الوزراء
الإمضاء: سعد الدين الحريري

وزير المالية
الإمضاء: علي حسن خليل
الأسباب الموجبة

أنتجت الدولة اللبنانية في العام 2017 دورات التراخيص الأولى بنجاح أدى إلى منح رخصتين بتروليتين حصريتين في الرياحتين 4 و 9 في المياه البحرية اللبنانية، من بين الرقعة العشر التي تم اختيارها بموجب المرسوم 2011/42 (تقنية المياه البحرية الخاضعة للولاية القضائية للدولة اللبنانية إلى مناطق على شكل رقع).

ولما كانت دورة الترخيص الأولى قد تمت وفقًا لجدول زمني بدأ بتاحيل مسبق للشركات الراغبة في الاشتراك في نواة الترخيص بموجب المرسوم 2011/42، تأهيل الشركات مسبقًا الاشتراك في دورات تراخيص للأنشطة البترولية، وقد أعلنت الدولة لأنشطة الشركات المؤلمة مسبقًا قبل استقبال عروض المزايدة بجرأة سنة أشهر كما تم نشر هذه النتائج بموجب المرسوم 2011/42 (دفتر الشروط الخاص بدورات الترخيص في المياه البحرية نموذج إتفاقية الاستكشاف والانتاج) كملحق لدفتر شروط المزايدة.

ولما كانت وزارة الطاقة والمياه وهيئة إدارة قطاع البترول قد قامتا عملًا بقرار مجلس الوزراء رقم 61 تاريخ 2018/5/16 بالتحضير لإطلاق دورات الترخيص الثانية في المياه البحرية، وقامت الهيئة بالاقتراح على وزارة الطاقة والمياه إجراء دورات الترخيص الثانية على ذات الأسس والقواعد المنصوص عليها في القانون 2011/137 مما مع تغيير في شكل مسار دورات الترخيص وذلك من أجل احتجاز أكبر عدد ممكن من الشركات المنقبة عن النفط والغاز الاستثمار في لبنان.

إذ أنه وفقًا للمرسوم 2011/42 كان يجب تأهيل الشركات ومن ثم دعوتها القد تقدم عروض المزايدة بعد تشكيل اتفاقيات فيما بينها، وبالتالي وبعد نشر نتائج التأهيل المسبق كان على الشركات المؤلمة مسبقًا والراغبة في الاشتراك في المزايدة أن تتفاهم فيما بعضها البعض من أجل تقديم مزايدة مشتركة على رقعة معينة.

وفي هذا الإطار لم يكن ممكناً وفقًا للمرسوم 2011/42 أن يتم تأهيل شركات إضافية مسبقًا بعد تاريخ إعلان نتائج التأهيل المسبق مما جعل المناقصة تتحضر بين مجموعة الشركات التي تم تأهيلها مسبقًا فقط.

ولما كان بالإمكان تحسين مسار دورات الترخيص وتطبيقه من خلال تعديل المسار المثير إليه أعلاه بهدف تحقيق تناسق أمام بعض الشركات وجعلها تقدم عروضًا أفضل تؤدي إلى تعميم منفعة الدولة وتأمين نسبة كبيرة من العائدات البترولية لها.
ولما كان للمسار الجديد المعني اعتماده بتشمل إجراءات تثبيت التأهيل المسبق للشركات كخطوة أولى من إجراءات المزايدة بحيث تتم ملء تأهيل المسبق في حزمة المزايدة ولكن في مغلف مغلق عن محقق تطبيق القانون إعداد تفاصيل استثمار وإنتاج في رقعة النشاط، والذي يحتوي على العناصر التقنية والمالي للمزايدة، ويصار إلى دراسة ملف التأهيل المسبق للشركات أولاً وإعلان نتائج هذا التأهيل المسبق، ومن ثم يصار إلى دراسة عروض المزايدة العالقة للشركات المتميزة مسبقاً للوصول إلى معرفة الفائز.

ولما كان الفائزين 1/2014 قانون الموارد البروليتaria في المياه البحرية ينص على أنه يجب توقيع اتفاقية الاستكشاف والإنتاج من قبل ما لا يقل عن ثلاثة أصحاب حق على أن يكون أحدهم شركة متفرعة مؤهلة مباشرة كصاحب حق، باستخدام ومالاً يملك من شركتين مغربيتين متفرقتين مماثلين مباشرة كصاحب حق غير مشغلين، سيقضي على الشركات المتفردة أن تشكل اتفاقاتها من أجل طلب التأهيل المسبق مع تقديم عروضها للمزايدة في عنوان وفقاً لأحكام دفتر الشروط الجديد المتعلق بالمرسوم التعديلامل المرسوم 43/2017.

ويهدف هذا التحويل إلى إتاحة المجال أمام تطبيق مبادئ النزاهة في استنادات التراخيص بحيث تمكّن المزايدة شركات المؤهلة بعد انتهاء مدة تقديم عروض المزايدة باتفاقية شركات، بحيث تتّجه الشركات المتميزة بالتّأهيل مباشرة بتقديم عروض المزايدة مدة أطول لتحضير ملفات التأهيل وعروض المتّبعة، وتفاهم بين الشركات لتكون الاتفاقية المكون من ثلاث شركات على الأقل.

ويمنح هذا المسار الجديد المعني لدوائر التراخيص بوجب هذا المرسوم التعديل والمراقبة السيادية، لإدارة قطاع البنية مدة أطول للرويج للموارد البروليتaria في المياه البحرية وشريك شركات موثوقة إضافية من خلال تنظيم مؤتمرات خاصة، وخصوص مشاريع مشتركة. التنظيم ما بين شركات المهيئة إلى لينان بمشاركة إلى غرف البحوث والمعلومات للإطلاق على المبادرات الجيولوجية والأكوبية.

والضمن هذا المسار الجديد المعني هو تحقيق عروض مزابعة تنافسية.

ومع تأكيد أن هذا المرسوم التعديلي يتوافق مع أحكام اللغة الثانية من المادة الثامنة من القانون 1/2010، التي تنص على ما يلي: "لا تمنح أي اتفاقية استثمار وإنتاج إلا شركات مساهمة مؤهلة مسبقاً.

كما أن هذا المرسوم التعديلي يتوافق مع أحكام المادة الخامسة عشرة من القانون 1/2010، التي تنص على ما يلي: "لا تمنح أي اتفاقية استثمار وإنتاج إلا شركات مساهمة مؤهلة مسبقاً.

الجريدة الرسمية - ملحق العدد 29 - 2019/6/1

ولما كانت وزارة الطاقة والبيئة وينتشر الانتقادات المقدمة على الملحق الأول من المرسوم 43/2017 (دفتر الشروط)، قام بتقديم بعض مواد الملحق الثاني للمرسوم (نموذج اتفاقية الاستكشاف والانتاج)، ومواد أخرى من هذا الملحق من أجل تحسين شروط نموذج هذه الاتفاقية.

ملحق رقم 1

دفتر الشروط

للتأهيل المسبق للشركات

و

منح اتفاقيات استكشاف وإنتاج
وزارة الطاقة والمياه
هيئة إدارة قطاع البتروЛенин

دورة الترخيص الثانية لاستكشاف النفط والفاز
في المياه البحرية اللبنانية الخاضعة للولاية القضائية للدولة اللبنانية

دفتر الشروط
للتأهيل المسبق للشركات
و
لمتطلبات استكشاف وإنتاج

بيروت، لبنان
2019
Lebanese Ministry of Energy and Water
Petroleum Administration

SECOND LICENSING ROUND FOR HYDROCARBON EXPLORATION
WITHIN THE OFFSHORE OF THE LEBANESE JURISDICTION

Tender Protocol
For the Pre-Qualification of Applicants
And the
Award of Exploration and Production Agreements

Beirut, Lebanon
[●], 2019
1. Introduction

1.1. The objective of this Tender Protocol ("Tender Protocol") related to the Second Exploration and Production Licensing Round within the Lebanese Offshore (the "Second Offshore Licensing Round" or the "Licensing Round") is the award to pre-qualified companies of Petroleum Rights to conduct Petroleum Activities as defined in Article 1 of the Law No. 132/2010 (Offshore Petroleum Resources Law) in designated blocks of the Lebanese offshore through an Exploration and Production Agreement ("EPA").

This Tender Protocol for the Pre-Qualification of Applicants and the Award of Exploration and Production Agreements (this "Tender Protocol")...
describes the procedures by which companies interested in applying for the award of a Petroleum Right (each, an “Individual Company”) may pre-qualify and participate in this Licensing Round.

1.2. The Lebanese offshore has been divided into 10 blocks (Block 1 to Block 10) with determined coordinates of latitude and longitude pursuant to Decree No. 42/2017 (the division of maritime waters subject to the jurisdiction of the Lebanese State into areas in the form of blocks) (each, a “Block”). In 2017, following the successful conclusion of the First Offshore Licensing Round, Petroleum Rights in the form of EPAs were awarded for Blocks Nos. 4 and 9. The Minister of Energy and Water, in consultation with the Petroleum Administration, will announce the Blocks to be offered in this Licensing Round in the Official Gazette and on the website of the Petroleum Administration as provided in Article 2.2.

1.3. As described more fully in Article 7 of this Tender Protocol, to participate in this Licensing Round, individual Companies must join together in consortiums of at least three Individual Companies (each such consortium, an “Applicant”) and submit an application (the “Licensing Round Application”) consisting of the following:

1.3.1. Pre-Qualification Application, which shall include:

- Separate pre-qualification materials in respect of each Individual Company forming part of the Applicant, each in the forms provided at Schedules A, B, C and D to Exhibit 3D; and
- Administrative Materials, consisting of the various
administrative documents and materials specified in Article 5.7.

1.3.2. EPA Application, which shall include:
- A Bid Bond in the form provided at Exhibit 4; and
- Applicant’s Proposal, consisting of:
  - A Technical Proposal in the form provided at Exhibit 5, including a Technical Report prepared in accordance with the guidelines in Exhibit 6; and
  - A Commercial Proposal in the form provided at Exhibit 7.

Applicants may apply for the award of an EPA to conduct Petroleum Activities In one (1) or more Blocks, but must submit a separate Licensing Round Application for each Block.

1.4. Upon receipt of the Licensing Round Applications, the Petroleum Administration will review and evaluate the Pre-Qualification Applications and will communicate its recommendation to the Minister, who will announce the results of the pre-qualification process by notice published in the Official Gazette and on the website of the Petroleum Administration. If an Applicant includes one or more Individual Companies that are not pre-qualified, the Applicant’s EPA Application will be returned unopened and the Minister will communicate to such Individual Companies in writing the reasons they were not pre-qualified. Only Applicants consisting of Individual Companies that are each pre-qualified will have...
their EPA Applications reviewed and evaluated by the Petroleum Administration.

1.5. Applicants selected as the winning Applicant in respect of a given Block will be required to enter into an EPA identical in all material respects to the Model EPA attached hereto as Exhibit 1, as the same may be amended prior to the deadline for submission of Licensing Round Applications (the “Model EPA”), updated to incorporate the relevant terms of the Applicant’s Technical Proposal and Commercial Proposal, including any revisions thereto agreed between the Minister and the Applicant and approved by the Council of Ministers.

2. Announcement of the Licensing Round

2.1. The opening of the process for receiving Licensing Round Applications by the Petroleum Administration shall be announced by notice published in the Official Gazette and in local and international media as well as on websites as shall be determined by the Minister based on the opinion of the Petroleum Administration.

2.2. The announcement shall include the blocks on offer, the date, place and method of receiving Licensing Round Applications, the deadline for submitting Licensing Round Applications (the “Closing Date”), the date on which the pre-qualified Applicants will be announced, and the date on which the winning Applicants will be announced.

3. Definitions

3.1. Capitalized terms not defined in this Tender Protocol shall have the respective meanings they have in the Offshore Petroleum Resources Law No. 132/2010 (the “OPRL”), the Petroleum Activities Regulations Decree No. 10289/2013 (the “PAR”) and the Model EPA attached hereto as Exhibit 1.
3.2 Whenever used in this Tender Protocol, the following terms shall have the meanings provided below:

"Ultimate Parent Company" means, in relation to a group of Affiliated Companies, the company within such group that is not itself subject to Control by any other company.

"Affiliate" or "Affiliated Company" means, with respect to a specified company, a company that is under common Control with, such specified company.

"Control" means, with respect to a company, the ownership of a majority of the voting capital of such company or the power to appoint a majority of the board of directors or similar management body of such company.

"Minister" means the Minister of Energy and Water.

"Petroleum Administration" means the Lebanese Petroleum Administration.

"Pre-Assessed Operator" means an Individual Company that was pre-qualified as a Right Holder- Operator and awarded an exclusive Petroleum Right through an EPA in a prior Licensing Round.

"Pre-Assessed Non-Operator" means an Individual Company that was pre-qualified as a Right Holder- Non-Operator and awarded an exclusive Petroleum Right through an EPA in a prior Licensing Round.

"Retrieval Fee" means a fee in the amount of US$50,000 (Fifty Thousand United States dollars) payable to the Lebanese Treasury - Ministry of Finance as specified in Article 26 of the PAR.

"First Ranking Applicant" means the Applicant that obtained the highest Global Mark based on the evaluation of its Proposal (Technical and Commercial) in a given Block.

The discovery and the delivery of the tender conditions 2019/7/3 · 29 · الجريدة الرسمية - ملف العدد 29 · 2019/7/3
"Provisional Winner" means the Applicant that the Minister recommends to the Council of Ministers to sign an Exploration and Production Agreement with, based on the results of the conclusion of the Tender.

4. Submission of Licensing Round Applications / Timetable

Below is the indicative timetable for the Licensing Round following the publication of this Tender Protocol:

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DURATION FROM CLOSING DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Tentative deadline for requesting the Minister's approval of the</td>
<td>One (1) month before</td>
</tr>
<tr>
<td>jurisdiction of residence of an Authorized Representative outside</td>
<td></td>
</tr>
<tr>
<td>of Lebanon</td>
<td></td>
</tr>
<tr>
<td>• Deadline for submission to the Petroleum Administration of</td>
<td>Three (3) weeks before</td>
</tr>
<tr>
<td>proposed alternative forms of Bid Bonds (as defined below) for</td>
<td></td>
</tr>
<tr>
<td>approval by the Minister</td>
<td></td>
</tr>
<tr>
<td>• Deadline for submission of questions and requests for</td>
<td>Two (2) weeks before</td>
</tr>
<tr>
<td>clarification on the Licensing Round, including any preliminary</td>
<td></td>
</tr>
<tr>
<td>evaluation requests concerning pre-qualification</td>
<td></td>
</tr>
<tr>
<td>• Final disclosure of clarifications and supplementary information</td>
<td>Ten (10) days before</td>
</tr>
<tr>
<td>to the Petroleum Administration</td>
<td></td>
</tr>
<tr>
<td>• Deadline for payment of the Retrieval Fee</td>
<td>Seven (7) days before</td>
</tr>
<tr>
<td>• Deadline for submission of Licensing Round Applications.</td>
<td>On the Closing Date</td>
</tr>
<tr>
<td>• Deadline for payment of the 3D seismic data license purchase price</td>
<td></td>
</tr>
<tr>
<td>• Announcement of Applicants that submitted Licensing Round</td>
<td>Five (5) days after</td>
</tr>
<tr>
<td>Applications</td>
<td></td>
</tr>
<tr>
<td>• Petroleum Administration requests for additional information and</td>
<td>Two (2) weeks after</td>
</tr>
<tr>
<td>clarifications concerning Pre-Qualification Applications</td>
<td></td>
</tr>
</tbody>
</table>

المؤذن المقصود "يحيى مقدم الطالب الذي يقترح الوزير على مجلس الوزراء توقع اتفاقية استكشاف وتنشيط عمله، نتيجة اختيار المزايدة.

4. تقديم طلبات الاتصال في دورة التأريخ / الجدول الزمني

1. يوضح الجدول الزمني الاستباقي المبين أداء مراحل دورة التأريخ تلاهما للإعلان عن دفتر الشروط الحالي.

<table>
<thead>
<tr>
<th>الحدث</th>
<th>المدة لبدء من تاريخ اتقاضاء مبلغ تقدم الطلبات</th>
</tr>
</thead>
</table>
| • الموعد النهائي لتقديم طلبات اتقاضاء مبلغ تقدم الطلبات            |oler_before دولة قرب أمانة الرابعة |"
| • الموعد النهائي لتقديم الطلب اتقاضاء مبلغ تقدم الطلبات            |oler_before دولة قرب أمانة الرابعة |"
| • الموعد النهائي لتقديم الطلب اتقاضاء مبلغ تقدم الطلبات            |oler_before دولة قرب أمانة الرابعة |"
| • الموعد النهائي لتقديم الطلب اتقاضاء مبلغ تقدم الطلبات            |oler_before دولة قرب أمانة الرابعة |"
| • الموعد النهائي لتقديم الطلب اتقاضاء مبلغ تقدم الطلبات            |oler_before دولة قرب أمانة الرابعة |"
| • الموعد النهائي لتقديم الطلب اتقضاء مبلغ تقدم الطلبات            |oler_before دولة قرب أمانة الرابعة |"
| • الموعد النهائي لتقديم الطلب اتقضاء مبلغ تقدم الطلبات            |oler_before دولة قرب أمانة الرابعة |"
| • الموعد النهائي لتقديم الطلب اتقضاء مبلغ تقدم الطلبات            |oler_before دولة قرب أمانة الرابعة |"
| • الموعد النهائي لتقديم الطلب اتقضاء مبلغ تقدم الطلبات            |oler_before دولة قرب أمانة الرابعة |"
| • الموعد النهائي لتقديم الطلب اتقضاء مبلغ تقدم الطلبات            |oler_before دولة قرب أمانة الرابعة |"
| • الموعد النهائي لتقديم الطلب اتقضاء مبلغ تقدم الطلبات            |oler_before دولة قرب أمانة الرابعة |"
The Minister will communicate any changes to the indicative timetable above.

4.2 The Petroleum Administration has made or will make available to Individual Companies the data described in Exhibit 2. The data described in Schedule A of Exhibit 2 can be accessed free of charge at:


The data described in Schedule B of Exhibit 2 will be provided to Individual Companies by the Petroleum Administration upon receipt of the Retrieval Fee. The data described in Schedule C of Exhibit 2 (the enhanced data package) will be available to Individual Companies desiring to obtain it from the data providers for a fee of US$50,000 (fifty thousand United States dollars). This fee is in addition to the Retrieval Fee described in Article 11.

4.3 The Minister, upon the recommendation of the Petroleum Administration and with the approval of the Council of Ministers, may annul all or part of the Licensing Round at any time without any liability incurred by the Lebanese Republic towards any Applicant, Individual Company or any other person. In particular, this would apply in situations where, as a result of the number and/or quality of Applications submitted for a certain block or due to other compelling circumstances, the Minister in consultation with the Petroleum Administration determines that the objectives of the Licensing Round have not been or could not be adequately served.
5. Pre-Qualification Application Requirements

Pre-Qualification Materials for Each Individual Company

5.1 Each Applicant must submit a Pre-Qualification Application that contains separate pre-qualification materials in respect of each Individual Company forming part of the Applicant.

5.2 To participate in the Licensing Round, each Individual Company must satisfy the pre-qualification requirements applicable to companies desiring to participate in this Licensing Round as a Right Holder-Operator or Right Holder-Non Operator, respectively, as described in Article 7.2 of this Tender Protocol. Each Individual Company must be a joint stock company whose object allows the carrying out of Petroleum Activities as defined in Article 1 of the OPRL. Individual Companies incorporated outside the Lebanese Republic in countries which jurisdictions are fully transparent to Lebanese authorities are deemed to be equivalent to joint stock companies provided that the articles of association of such companies prove that the company possesses the following legal criteria:

5.2.1 The capital of the company shall be divided into shares.

5.2.2 The shareholders liability is limited to the percentage of their participation in the company.

5.2.3 The shares of the company shall be subject to assignment or transfer to third parties, without the shareholders having a preemptive right to acquire those shares.

5.2.4 The company shall be managed by a board of directors or an equivalent body.

5.3 Individual Companies seeking pre-qualification that belong to a group of Affiliates shall present the evidence that the company seeking pre-qualification is the Parent Company.

5. مطلبات طلب التأهيل المسبق:

5.1 مطلب تأهيل المسبق ووciągها من كل شركة مصنفة.

5.2 يجب أن تتوفر مطلبات التأهيل المسبق في كل شركة مصنفة ترغب في الاشتراك في دورة الترشيحات هذه. صاحب حق مساعد أو كصاحب حق غير معتمد على التوالي وأقه لابعضه هو محدد في الفترة 7.2 من فترات الشروط الثانوية. يجب أن تكون كل شركة مصنفة شركة مساهمة تسمح موضوعها بالقيام بالأنشطة البترولية كما تم تحديدها في المادة الأولى من القانون 32/2001 قانون الموارد البترولية في المياه البحرية. تعتبر في حكم الشركة المشتركة المسجلة خارج نطاق الجمهورية اللبنانية وفي دول توفر شفافية السلطات اللبنانية على أن يتم نظام الشركة تتبع الشركة بالموانع القانونية التالية:

5.2.1 أن يكون رأس مال الشركة ممثلاً بالأسهم.

5.2.2 أن تكون مسؤولية المساهمين محدودة بنسبة مساهمتهم في الشركة.

5.2.3 أن تكون أسهم الشركة قابلة للتنازل أو التحويل إلى الخضر دون أن تكون للمساهمين فيها حقوق الأولوية في تملكها.

5.2.4 أن يكون إدارتها الشركة مجلس إدارة أو هيئة موازية.

5.3 على الشركات المصنفة التي تنتمي إلى مجموعة من الشركات المرتبطة التي تنتمي بطابع التأهيل المسبق تبيان أنها الشركة الأم في تلك
المجموعة من الشركات المرتبطة أو أنها شركة تتمتع بمتطلبة أو عن طريق شركات مرتبطة بها و خاصة لتسجيلها بالحالة على ملاءمة شروط التأهيل المسبق. وتعتبر الشركة المؤهلة بموجب هذا المرسوم مؤهلة بصورة إفزادية دون غيرها من الشركات الأم أو الشركات المرتبطة.

5.4 Individual Companies that are Pre-Assessed Operators or Pre-Assessed Non-Operators may apply for pre-qualification in this Licensing Round in the same capacity as previously pre-qualified by submitting the following pre-qualification materials:

- The documents set forth at paragraphs 5 and 7 of Schedule A to Exhibit 3D of this Tender Protocol, updated from those submitted in the latest pre-qualification round in which the Right Holder participated, and
- The documents required by paragraphs 1 and 2(f) through 2(v) of Schedule B to Exhibit 3D of this Tender Protocol, updated from those submitted in the latest pre-qualification round for the Lebanese offshore in which the Right Holder participated.

In addition, Pre-Assessed Operators may apply to pre-qualify as a Right Holder-Non-Operator in this Licensing Round by submitting the documents specified in this Article.

5.5 The provisions of Article 5.4 do not apply to Rights Holders operating in the Lebanese Offshore that were not themselves pre-qualified in a prior Licensing Round. In the event that such companies desire to pre-qualify for participation in this Licensing Round, they must submit the full scope of pre-qualification materials set forth at Schedules A, B, C and D to Exhibit 3D of this Tender Protocol. Similarly, a Pre-Assessed Non-Operator seeking to pre-qualify as a Right Holder-Non-Operator must submit all the required materials, including those set forth in Schedules A, B, C, D to Exhibit 3D of this Tender Protocol.

بالإضافة إلى ما ذكرت، يمكن للشركات المنفردة التي ينطبق عليها تعريف "المستند الشامل المسبق" أن تقدم بطلب تأهيل مسبق للاستقرار في دورة التراخيص الحاليةubs للحصول على تأهيل مسبق شريك فيها صاحب الحق، و

المستندات المنصوص عليها في الفترتين 6 و 7 من الجدول A من الملحق 3 من دفتر الشروط الحالي، والمتحدة عن المستندات التي تم تقديمها خلال آخر دورة تأهيل مسبق شريك فيها صاحب الحق.

لا تسري أحكام الفقرة 6.5 من هذه المادة على الشركات المرتبطة الموجودة والمملوكة بالكامل من قبل أصحاب الحقوق في المعامل التجارية اليابانية، وعلى هذه الشركات في حال أرادت الاستقرار في دورة التأهيل المسبق خلال دورة التراخيص الحالية أن تقدم جميع مستندات التأهيل المسبق المنصوص عليها في الجداول من A, B, C, D من الملحق 3 من دفتر الشروط الحالي. كما على الشركات المنفردة
Holder-Operator in this Licensing Round must submit the full scope of pre-qualification materials set forth at Schedules A, B, C and D to Exhibit 3D of this Tender Protocol.

5.6 If an Individual Company is submitting pre-qualification materials in connection with separate Licensing Round Applications for different Blocks, only one set of the pre-qualification materials described in Schedules A, B, C and D to Exhibit 3D must be provided in accordance with the notarization, authentication and Formalization requirements set forth at Articles 9.6 and 9.7. Accordingly, the Individual Company’s pre-qualification materials are included in multiple Pre-Qualification Applications, the Individual Company may submit copies of such materials only, together with a document instructing the Petroleum Administration that the original, notarized, authenticated and Formalized materials are included in a separate Pre-Qualification Application, and identifying the Applicant and Block in respect of which such Pre-Qualification Application was submit.

Administrative Materials

5.7 In addition to pre-qualification materials in respect of each Individual Company comprising an Applicant, an Applicant’s Pre-Qualification Application must include the following documentation (collectively, the "Administrative Materials"):  
- The Application Form set forth at Exhibit 3A indicating the Individual Company nominated to be the Operator (the “Designated Operator”) and the participating interest of each Individual Company comprising the Applicant;
- A separate Power of Attorney of Authorized Representative (“POA”) set forth at Exhibit 3C signed by each

المستندات الإدارية

5.7 بالإضافة إلى مستندات التأهيل المسبق التي يتعين على كل شركة متفردة تقدم طلب تنفيذها، يجب أن يضم طلب التأهيل المسبق لمقدم الطلبات ذات الناتجة تالية (المستندات الإدارية):  
- نموذج الطلب المحدد في الملحق 3A والذي يبين الشركة المتفردة المعنية كصاحب حق مسئول محتمل ("المشغل المعين") ونسبة مشاركة كل شركة متفردة مكونة ل deği،
- تم توكيل 남인 القانوني المفوض المتفردة المعنية في الملحق 3C والمواقع بالتفاية عن كل شركة متفردة مكونة لدopo طلب.
Individual Company comprising the Applicant;

- Evidence demonstrating that the person signing the POA on behalf of the Individual Companies comprising the Applicant is authorized to do so;

- A copy of any cooperation agreements entered into between the Individual Companies comprising the Applicant, concerning participation in this Licensing Round or the conduct of Petroleum Activities following the award of an EPA;

- Proof of payment of the Retrieval Fee;

- Proof of payment of the purchase price of the license to all the 3D multi-client seismic data for the Block that is the subject of the Licensing Round Application (the "3D License Purchase Price");

- Proof of payment of the purchase price of any other geophysical surveys other than the 2D and 3D seismic surveys required to be purchased in respect of the Block that is the subject of the Licensing Round Application (the "Other Geophysical Surveys Purchase Price"); and

- A parent company guarantee, if applicable (see Article 19.1).

5.8 By signing the Application Form, the Designated Operator indicates that it accepts such nomination, and that each other Individual Company constituting the Applicant has appointed the Designated Operator to act in such capacity and be responsible for all matters vis-à-vis the Minister and the Petroleum Administration for the purpose of the Applicant’s participation in this Licensing Round. Notwithstanding the foregoing, the appointment of the Designated Operator as Operator under the EPA shall remain subject to the approval of

- تكالفة الشركة الأم في حال توجد تعديها.

(مراجع يوجد المادة 19.1).
the Council of Ministers at the time of awarding an EPA based upon a proposal by the Minister following consultation with the Petroleum Administration in accordance with Article 20-2 of the OPRL.

5.9 In allocating participating interests, Applicants should note that the Model EPA provides that:

(i) the Operator shall hold a minimum thirty five percent (35%) participating interest and that

(ii) each other participating Right Holder shall hold a minimum ten percent (10%) participating interest.

5.10 Each Individual Company comprising the Applicant must sign a separate POA, but the same person must be appointed to act as Authorized Representative by each Individual Company. The Authorized Representative must be a natural person residing in the Republic of Lebanon or such other jurisdiction as the Minister may approve.

5.11 If a cooperation agreement has been signed between the Individual Companies comprising the Applicant, the copy provided must be certified by the Authorized Representative appointed by the Individual Companies pursuant to their individual POAs.

5.12 For the avoidance of doubt, one Retrieval Fee, one 3D License Purchase Price and/or Other Geophysical Surveys License Purchase Price per Block are due. In the event where more than one Individual Company comprising an Applicant has paid the Retrieval Fee and/or the 3D License Purchase Price and/or Other Geophysical Surveys License Purchase Price, the amounts paid will not be refunded, but the payment of a Retrieval Fee may instead be used to bid for additional Blocks.

بالمشاركة مع الهيئة وفقاً للمادة 20.2 من قانون الموارد البيئية في المياه البحرية.

5.9 عند تحديد نسبة المشاركة، على مقدمين الطلبات الأخذ بالاعتبار أن نموذج اتفاقية الاستكشاف والانتاج ينص على أنه:

1) يجب أن تكون نسبة مشاركة المشترك على

2) يجب أن تكون نسبة مشاركة كل صاحب

على كل شركة موحدة مكونة لمقدم طلب

5.10 في حال توافق اتفاقية تعاون بين الشركات المحددة المكونة لمقدم طلب، يجب أن تكون نسبة اتفاقية التعاون التي يتم تقديمها مصادقة عليها من قبل الممثل القانوني المعني من قبل الشركات المحددة على أساس التوقيع الموافق على

5.11 قانوناً للشريك، يعد رسم سحب الطلب مرا

واحدة وكذلك بالنسبة إلى شراء رخصة البيانات الثلاثية الآبعاد و/أو شراء رخصة بيانات المسوحات الجيوفيزيائية الأخرى وذلك بالنسبة إلى كل رخصة، في حال قام أكثر من شركة موحدة مكونة لمقدم طلب واحد بتقديم طلب و/أو شراء رخصة البيانات الثلاثية الآبعاد و/أو شراء رخصة بيانات المسوحات الجيوفيزيائية الأخرى، فإن المبالغ المفتوحة لن تكون قابلة للاسترداد، إلا أنه يكون من الممكن
6. Pre-Qualification Questions and Requests for Clarification / Preliminary Evaluations

6.1 Individual Companies may submit to the Petroleum Administration questions and requests for clarification regarding the Licensing Round, including the pre-qualification requirements generally or as applied to the particular circumstances of the Individual Company. Individual Companies may also request a preliminary evaluation of whether the Individual Company satisfies one or more of the pre-qualification requirements. All such questions and requests may be submitted to the Petroleum Administration by e-mail to olr2@iipa.gov.lk up until Two (2) weeks prior to the Closing Date.

6.2 The Petroleum Administration will publish written responses to questions and requests for clarification via the Petroleum Administration website at www.iipa.gov.lk. The Petroleum Administration may edit questions and responses for clarity, to protect confidential information, or to combine duplicative questions. Individual Companies that have joined together as an Applicant are requested to aggregate their questions in order to minimize the number of submissions by any given Applicant.

6.3 While the Petroleum Administration intends to answer all reasonable questions submitted in a timely manner, it is under no obligation to do so. Any answers given by the Petroleum Administration shall be deemed to be unofficial guidance.

Preliminary Evaluations

6.4 If an Individual Company requests a preliminary evaluation of whether it satisfies one or more of the pre-qualification requirements, it may provide to the Petroleum Administration such data, information and documents as may assist the Petroleum Administration to perform the requested evaluation. The Petroleum Administration may request such additional
Any preliminary evaluation provided by the Petroleum Administration shall be considered non-binding, and shall be without prejudice to the right of the Petroleum Administration to reach a contrary determination at any time. For the avoidance of doubt, the Petroleum Administration reserves the right, in its sole discretion, to withdraw, modify, or amend any preliminary evaluation provided to an Individual Company, and to reject any Pre-Qualification Application as insufficient or not compliant with the applicable pre-qualification requirements in any material respect, without any liability to an Applicant, Individual Company or any other party.

7. Conditions for Participation

Pre-Qualification

In order to participate in this Licensing Round, an Applicant must consist of three (3) or more Individual Companies, including one (1) Individual Company that satisfies the pre-qualification criteria applicable to a Right Holder-Operator and no fewer than two (2) other Individual Companies, each of which satisfies the pre-qualification criteria applicable to a Right Holder-Operator or a Right Holder-Non-Operator.

The pre-qualification criteria are defined on the basis of legal, financial, technical and QHSE requirements, in accordance with the following Exhibits:

a. Legal criteria and relevant data and documents, as set forth in Schedule A to Exhibit 3D hereto.

b. Financial criteria and relevant data and documents, as set forth in Schedule B to Exhibit 3D hereto.
c. Technical criteria and relevant data and documents, as set forth in Schedule C to Exhibit 3D hereto.

d. Quality, Health, Safety and Environment ("QHSE") criteria, and relevant data and documents as set forth in Schedule D to Exhibit 3D hereto.

7.3 The Petroleum Administration shall review and evaluate the Pre-Qualification Applications and ensure that the pre-qualification information and documentation provided by the Applicants are in accordance with the criteria set forth in the Schedules to Exhibit 3D referenced in Article 7.2.

7.4 The Petroleum Administration may eliminate from the Licensing Round any Applicant’s whose Pre-Qualification Application is lacking information, is incomplete or is missing any required documentation.

7.5 The Petroleum Administration reserves the right to request that additional data, information, documentation and/or clarification be provided by the Applicant to assess its compliance with the applicable pre-qualification criteria.

7.6 In the event a required document may not be produced under the applicable laws in an Individual Company’s country of incorporation or where the Applicant is unable to provide a document without incurring prohibitive efforts or costs, the Petroleum Administration may authorize the Applicant to provide alternative documentation or information. The Petroleum Administration reserves the right to eliminate from the Licensing Round any Applicant that fails to provide such alternative documentation or information.

7.7 The Petroleum Administration shall eliminate from the Licensing Round any Applicant that includes an Individual Company which fails to meet all applicable pre-qualification criteria set forth in the Schedules to Exhibit 3D referenced in Article 7.2.
7.8 An Individual Company may be part of different Applicants bidding for different Blocks. However, if an Individual Company is part of an Applicant for any given Block, neither it nor any of its Affiliates may be part of another Applicant bidding for the same Block. No Individual Company may join any of its Affiliates within the same Applicant.

7.9 Applicants are only allowed to bid for any or all opened Blocks, and any given Applicant or Operator may only be awarded a maximum of two (2) blocks in the Second Offshore Licensing Round.

Pre-Qualification Results

7.10 The Petroleum Administration shall endeavor to decide upon the Pre-qualification Applications within Three (3) weeks following the deadline for submission of Licensing Round Applications. The Minister may, upon a recommendation of the Petroleum Administration, decide to extend such period by an additional One (1) week. Following the issuance of its decision regarding the Pre-Qualification Applications, the Petroleum Administration shall communicate its recommendations to the Minister regarding the list of pre-qualified Applicants and their respective Individual Companies as well as the list of Applicants and their respective Individual Companies that were not pre-qualified. If an Applicant includes one or more Individual Companies that were not pre-qualified, the Applicant’s EPA Application will be returned unopened and the Minister will communicate to such Individual Companies in writing the reasons they were not pre-qualified.

7.11 The Minister will announce the pre-qualification results by a decision published in the Official Gazette and on the website of the Petroleum Administration. Only Applicants consisting of Individual Companies that are each pre-qualified will be entitled to continue participating in the Licensing Round and have

يمكن شركة منفردة أن تكون عضوًا في عدة مقدمي طلبات لرفع مختلفة. إلا أنه، في حال كانت الشركة المنفردة عضوًا في مقدم طلب بعد ارتقى حديثًا، لا يمكن له أو لأي من الشركات المرتبطة بها أن يكون عضوًا في مقدم طلب آخر ذات الصلة. كذلك، لا يمكن شركة منفردة أن تضم لأي من الشركات المرتبطة بها ضمن مقدم الطلب الواحد.

يمكن لمنطقي الطلب أن يتموا عرضًا بشأن أي رفع أو جميع الرفع المتاحة. ولا يمكن ملح أي مقدم طلب أو مشغل حقوق بريدية في أكثر من رفعتين في دورات التراخيص الثالثة في المياه البحرية المحلية.

نتائج التأهيل المسبق

على الهيئة أن تتخذ قرارًا بشأن طلبات التأهيل المسبق خلال ثلاثة أسابيع من تاريخ انتهاء مهلة تقديم طلبات الاسترال في دورات التراخيص للوزير، بناءً على ورشة الهيئة، أي يترأس ترميز هذه الهيئة أسبوعًا إضافيًا. بعد صدور قراره، ستشرع بتلقيات التأهيل المسبق، على الهيئة أن ترسل إلى الوزير توصياتها التي تتضمن لائحة مقدمي الطلبات المؤهلين مباشرةً والشركات المنفردة المؤهلة مباشرةً المكونة لمقدمي الطلبات ولائحة مقدمي الطلبات غير المؤهلين مباشرةً والشركات المنفردة غير مؤهلة مباشرةً للمكونة لمقدمي الطلبات. في حال لم تتأهل شركة منفردة أو أكثر من الشركات المتقدمة للمكونة المذكورة في مقدم الطلبات، يعاد طلب ملح اتفاقية استثمار نهاية معاقاة إلى مقدمي الطلب ويرسل الوزير خطأً إلى الشركات المنفردة بسبب تأهيلها.

يعلن الوزير نتائج التأهيل المسبق بقرار ينشر في الجريدة الرسمية وعلى الموقع الإلكتروني للهيئة. يحق لمقدمي الطلبات المتقدمين من شركات المنفردة مؤهلة مباشرةً أن يشتركون في دورات التراخيص وأن يتم مراجعة وتقديم الطلبات ملح

بالمريحة.
their EPA Applications reviewed and evaluated by the Petroleum Administration.

8. **EPA Application Requirements**

8.1 Applicants that have been pre-qualified by the Minister will proceed to have their EPA Applications reviewed and evaluated by the Petroleum Administration. Each EPA Application shall include a Bid Bond, a Technical Proposal and a Commercial Proposal.

**Bid Bond**

8.2 In order to guarantee the winning Applicant’s obligation to sign the EPA for the relevant Block(s), each Applicant must present a Bid Bond in favor of the Ministry for each Block for which the Applicant submits a Licensing Round Application. Each Bid Bond will be in the amount of USD5,000,000 (five million United States Dollars) or EGP5,000,000 (Five million Euros). The form of Bid Bond is included as Exhibit 4 to this Tender Protocol and must be delivered with the EPA Application as specified in Exhibit 3A. Alternative forms of Bid Bond (if proposed by the relevant issuing bank or financial institution) may be delivered but will only be accepted if such Bid Bond has been approved by the Minister, based on the recommendation of the Petroleum Administration, prior to submission of the Licensing Round Application and provides for full and unconditional payment to the Ministry of Energy and Water in circumstances identical to those included in the form of Bid Bond included as Exhibit 4. The Minister shall have full discretion to decide whether to accept or reject an alternative form of Bid Bond. Proposed alternative forms must be submitted to the Petroleum Administration according to the timetable in Article 4.1 of this Tender Protocol in order to be considered.

8.3 Bid Bonds will take the form of Letters of Credit issued by a bank or financial institution, which are rated “A” or better in the publications of Standard & Poor’s Rating Group or the
equivalent ratings of Fitch Ratings or of Moody's Investors Service, or issued by Alpha rated Lebanese banks.

Fitch أو التصنيفات الموالية لـ Rating Group Moody's Investors Service أو Ratings صادرة عن مصرف لبنان مصنقة بدرجة Alpha.

8.4 Within Two (2) weeks following Council of Ministers approval of the State entering into an EPA with the winning Applicant for a given Block, the Bid Bond of any other Applicant for that Block will be returned, along with all other documentation necessary for its cancellation.

8.5 The Minister may draw on the Bid Bond presented by a winning Applicant in the following circumstances:

a. The winning Applicant does not sign the EPA and deliver it to the Minister of Energy and Water within the duration defined in Article 17.4 of this Tender Protocol;

b. The fully executed Work Commitment Guarantee for the first Exploration Period is not delivered to the Minister within the duration described in Article 17.4 of this Tender Protocol; or

c. The fully executed Parent Company Guarantee(s) (if any), required by the Model EPA, are not delivered to the Minister within the duration described in Article 17.4 of this Tender Protocol (to the extent they have not been provided at the time of submission of the Licensing Round Application).

If none of the foregoing events occur, the Bid Bond will be returned to the winning Applicant, along with the documentation necessary for its cancellation within two weeks following the date on which the documents set forth above are delivered to the Minister (provided they are delivered in a timely manner).
Technical and the Commercial Proposal

8.6 The EPA Application shall include both a Technical Proposal and a Commercial Proposal in the forms provided respectively in Exhibits 5 and 7 of this Tender Protocol.

8.7 The Technical Proposal shall provide the proposed Minimum Work Commitment broken down into the items specified and for each Exploration Period, together with the other information specified in Exhibit 5. The Technical Proposal shall also include Indicative United States Dollar amounts (the “Indicative Minimum Work Commitment Amounts”) the aggregate of which will be set forth in Article 8.2 and Article 9.1 of the EPA (with respect to the first Exploration Period) and in Article 8.3 and 9.2 of the EPA (with respect to the second Exploration Period). The Indicative Minimum Work Commitment Amounts are meant to be the Applicant’s good faith estimate of the cost of carrying out the Minimum Work Commitments for the first and second Exploration Periods.

8.8 The Commercial Proposal shall provide the commercial terms open to bid specified in Exhibit 7 of this Tender Protocol.

Minimum Requirements

8.9 Considering the significant quantity of available 2D and 3D seismic coverage of the Blocks offered in this Licensing Round, it is required that the Minimum Work Commitment to be proposed by an Applicant in its Technical Proposal shall include at least One (1) Exploration Well (All Exploration Wells shall penetrate the SHS Horizon as defined in Exhibit 6 of this Tender Protocol) for each exploration period as illustrated in the following:

العرض التقليدي والتجاري

8.6 يجب أن يتضمن طلب منح اتفاقية استكشاف وإنتاج عرضًا تكتيكيًا وعرضًا تجاريًا وفقًا للمواجحين المحددين في الملحين 5 و 7 من نافر الشروط الحالي.

8.7 يجب أن ينص العرض التقني على الاتفاق بمجال الأدنى لموجبات العمل المقترح، مفصلاً وفقًا للمواجح المحددة وذلك في ما يختص بكل مدة استكشاف، بالإضافة إلى المعلومات الأخرى المحددة في الملحين 5 من نافر الشروط الحالي. كذلك يجب أن يتضمن العرض التقني تحديداً مبلغ استثماري بالدولار الأمريكي للاستثمار الأدنى لموجبات العمل" الذي يتضمن النص على مجموعه في الملحين 5 و 7 من اتفاقية الاستكشاف والإنتاج المؤقتة (في ما يتعلق بمجال الاستكشاف الأولي) وفي الملحين 8.3 و 9.2 من اتفاقية الاستكشاف والإنتاج المؤقتة (في ما يتعلق بمجال الاستكشاف الثاني). من المفترض أن يشكل المبلغ الاستثماري للاستثمار الأدنى لموجبات العمل تقديرًا لمساند النية من قبل مقدم الطلبات وخصوصاً كلمة تنفيذ التزامات الأدنى لموجبات العمل لتمديدي الاستكشاف الأولي والثاني.

8.8 يجب أن ينص العرض التجاري على الشروط التجارية موضوع المزودة وفق ما هو محدد في الملحق 7 من نافر الشروط الحالي.

المجال الأولي من المتطلبات

8.9 بناءً على كثرة المسوحات الزلزالية المتاحة في المياه البحرية الخاضعة للاستكشاف الإضافي للدولة اللبنانية بموجب دورة التراخيص الحالية، يجب أن يتضمن النص歌舞 الأدنى لموجبات العمل المقترحة من قبل مقدم الطلبات في عرضه التقني على الأقل بذرء استكشاف واحد (1) يجب أن يترقى كل أبار الاستكشاف المترتبة بهما الطبقة الجيولوجية الزمنية كما تم تعريفها في الملحق 6 من نافر الشروط الحالي) لكل مدة استكشاف وفقًا للحول التالي:

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8.10 EPA Applications that do not comply with the above requirements shall not be considered for evaluation by the Petroleum Administration.

9. Instructions to Applicants

Submission of Licensing Round Applications

9.1 Licensing Round Applications shall be submitted to the Petroleum Administration by the Authorized Representative of the Applicant (who shall be the legal representative for purposes of Article 7 of the PAR) in accordance with the Application Form set forth in Exhibit 3A of this Tender Protocol, and must include both a Pre-Qualification Application and an EPA Application, including the required documents and information described in Articles 5 and 8 of this Tender Protocol, respectively. The Authorized Representative must be a natural person residing in the Republic of Lebanon or such other place as approved by the Minister of Energy and Water following the consultation of the Petroleum Administration. For this purpose, the Applicant should request the approval of the Minister of any jurisdiction of residence that is not Lebanon in advance of the deadline for the submission of a Licensing Round Application as specified in the indicative timetable in Article 4.1 of this Tender Protocol.
9.2 The requirements of this Tender Protocol notwithstanding, Pre-Qualification Applications may also be submitted in accordance with the procedures stipulated in the law no. 81 dated 10/10/2018 (Electronic Transactions and Personal Data) or other applicable laws in the event the Minister so decides upon recommendation of the Petroleum Administration.

9.3 Licensing Round Applications must be submitted by hand by the Authorized Representative in a package sealed with wax, addressed to the Minister. The Authorized Person shall also submit with the Licensing Round Application a separate sealed envelope containing copies of the POA and documentation evidencing the identity of the Authorized Representative (e.g. passport or national identity card).

9.4 Applicants must include within the Licensing Round Application Two (2) separate sealed packages, the first containing the Pre-Qualification Application and the second containing the EPA Application. The Licensing Round Application and the Pre-Qualification Application and EPA Application contained therein must each be clearly labeled to indicate the block which is the subject of the Licensing Round Application, but should not identify the Applicant or the Individual Companies comprising the Applicant.

Submission Requirements for Pre-Qualification Applications

9.5 The data, information and documents provided by the Applicant must all be in Arabic or English or accompanied by a translation in English in case it was not possible to translate them into Arabic.

9.6 The data, information and documents provided by the Applicant must be notarized by a notary public in the country of origin and must...
be consularized by the consulate with jurisdiction over the place of notarization and authenticated by the Ministry of Foreign Affairs and Emigrants, in each case as specified in the applicable Exhibits, and should be translated into Arabic or English in case it was not possible to translate them into Arabic.

9.7 The POA, the evidence of authority to issue the POA described in Exhibit 3A and certain other documents specified elsewhere in this Tender Protocol must be Formalized. A document is deemed "Formalized" in the following circumstances: (i) if the document is issued in Lebanon, it is notarized, and (ii) if it is issued outside of Lebanon, it must be notarized by a notary public in the country of origin, consularized by the consulate with jurisdiction over the place of notarization, and authenticated by the Ministry of Foreign Affairs and Emigrants. Applicants should note that Formalization will require them to translate any non-Arabic language documents into Arabic in one of the two following manners: (i) have the documents translated into Arabic in the country of origin, consularized at the relevant Lebanese consulate, and then authenticated at the Ministry of Foreign Affairs and Emigrants in Lebanon; or (ii) as advised by the Lebanese consulate in certain jurisdictions, have the documents in the foreign language consularized at the Lebanese consulate in such jurisdiction, translated into Arabic by a certified translator in Lebanon, notarized by a public notary in Lebanon, authenticated by the Ministry of Justice, and finally authenticated by the Ministry of Foreign Affairs and Emigrants. Applicants are advised to contact the Lebanese consulate in their jurisdiction as to the translation requirements applicable to the consularization of documents.

9.8 The Applicant may submit the original data, information and documents specified at Schedule A of Exhibit 3D with the Pre-Qualification Application or copies of such data, information and documents provided to show the original data and documents upon which the data and documents are based.

9.9, 7 The evidence of authority to issue the POA described in Exhibit 3A and certain other documents specified elsewhere in this Tender Protocol must be Formalized. A document is deemed "Formalized" in the following circumstances: (i) if the document is issued in Lebanon, it is notarized, and (ii) if it is issued outside of Lebanon, it must be notarized by a notary public in the country of origin, consularized by the consulate with jurisdiction over the place of notarization, and authenticated by the Ministry of Foreign Affairs and Emigrants. Applicants should note that Formalization will require them to translate any non-Arabic language documents into Arabic in one of the two following manners: (i) have the documents translated into Arabic in the country of origin, consularized at the relevant Lebanese consulate, and then authenticated at the Ministry of Foreign Affairs and Emigrants in Lebanon; or (ii) as advised by the Lebanese consulate in certain jurisdictions, have the documents in the foreign language consularized at the Lebanese consulate in such jurisdiction, translated into Arabic by a certified translator in Lebanon, notarized by a public notary in Lebanon, authenticated by the Ministry of Justice, and finally authenticated by the Ministry of Foreign Affairs and Emigrants. Applicants are advised to contact the Lebanese consulate in their jurisdiction as to the translation requirements applicable to the consularization of documents.
submission of the Pre-Qualification Application and prior to their Formalization, provided it submits the Formalized data, information and documents within Two (2) weeks following the Closing Date. No such Formalization requirement shall apply in the circumstances described in Article 5.7. Notwithstanding the foregoing, in all cases the POA set forth in Exhibit 3C of this Tender Protocol shall be Formalized when submitting the Pre-Qualification Application. If the Applicant fails to submit the required Formalized data, information and documents within Two (2) weeks following the Closing Date, the Applicant’s Pre-Qualification Application will be rejected and accordingly the Applicant’s Licensing Round Application will be eliminated.

9.9 In accordance with Article 5.7 above, each Pre-Qualification Application must include evidence of payment of the Retrieval Fee and the 3D License Purchase Price (in the case of the Retrieval Fee, in the form of the receipt to be issued by the Petroleum Administration).

Submission Requirements for EPA Applications

9.10 EPA Applications must comply with the submission requirements described above for Pre-Qualification Applications in Articles 9.3 through 9.6, as the same may be applied to the data, information and documents required to be included in the EPA Application.

Additional Requirements for Licensing Round Applications

9.11 Applicants undertake to inform the Petroleum Administration promptly of any material changes occurring after the date of the Licensing Round Application with respect to the information disclosed therein.

9.12 The checklist of documents submitted included in Exhibit 38 of this Tender Protocol contain the applicable requirements for Formalization of documents and translation. All documents are to be submitted in hard copy and
in soft copy (portable document format PDF) unless otherwise indicated.

9.13 In the event the required information or a required document may not be produced under the applicable laws in an Individual Company's country of incorporation or where an Individual Company or an Applicant is unable to provide a document without incurring prohibitive efforts or costs, the Petroleum Administration may authorize such Individual Company or Applicant to provide alternative documentation or information. The Petroleum Administration reserves the right to disqualify an Applicant or an Individual Company if it fails to provide such alternative documentation or information.

9.14 Upon submitting its Licensing Round Application, each Applicant shall receive a receipt signed by the Petroleum Administration attesting that a Licensing Round Application has been submitted and the date of such submission.

9.15 An Applicant, at its discretion, may include in its Application such additional information that it deems relevant or useful, even if such information is not required by this Tender Protocol.

10. Validity of Licensing Round Applications

10.1. A Licensing Round Application shall remain valid for a period of one hundred and eighty (180) days as from following the deadline for submitting applications Closing Date.

10.2. The Minister of Energy and Water may, upon a recommendation of the Petroleum Administration, decide to extend such period by an additional period of time which will be further specified by the Minister of Energy and Water (but which in any event shall not exceed ninety (90) days), at least fifteen (15) days prior to the expiry of said period of validity. Any further extensions of the validity of the Licensing Round Application shall be subject to the approval of the Applicant.
11. Payment of the Retrieval Fee

11.1 The payment of the Retrieval Fee shall be made to the Treasury Account, Ministry of Finance of the Republic of Lebanon within the period defined in the timetable in Article 4.1.

11.2 The Applicant making the payment will be delivered a receipt upon acknowledgement of payment.

12. Costs and expenses incurred by the Applicant

12.1 Each Applicant shall bear all costs and expenses incurred in the preparation and submission of its Licensing Round Application. Regardless of the final outcome of the Licensing Round (including, for the avoidance of doubt, any cancellation of the Licensing Round), the Petroleum Administration will in no case be responsible or liable for any such costs and expenses incurred by any Applicant or Individual Company comprising an Applicant (including, inter alia, the Retrieval Fee and the 3D License Purchase Price, and seismic uplift).

13. Confidentiality of Licensing Round Application

13.1 Any information not in the public domain contained in a Licensing Round Application shall be kept confidential by the Petroleum Administration, provided, however, that following the announcement of the winning Applicants the Petroleum Administration may disclose the contents of the Commercial Proposal and the Technical Proposal (excluding the Technical Report described at Exhibit 6, which shall remain confidential). Notwithstanding the foregoing, any information may be disclosed as is required by applicable laws.

14. The takkaf and the expenses incurred will be due by the Applicant

14.1 يتولى كل مقدم طلب جمع التكاليف والثقة التي يتزعمها من أجل إعادة تقديم طلب الاستثناء في دورات التراخيص. يصرف النظر عن النتيجة النهائية لدورات التراخيص (وتفاوض للشك بما في ذلك أي إلغاء دورة التراخيص)، لا تكون الهيئة في حال أن الأحوال مسؤولة عن أي من هذه التكاليف والثقة التي يتزعمها أي مقدم طلب (بما في ذلك، على سبيل المثال لا الحصر، رسوم سحب الطلب وتخصيص البيانات الثلاثية الأبدام وما يعتر به في هذا المجال بالزمن). (Seismic Uplift)

15. سرية الطلبات

15.1 على الهيئة أن تحافظ على سرية أي معلومات مذكورة في طلب الاستثناء في دورات التراخيص وغير متوقعة للعموم على أنه يمكن للهيئة، بعد الإعلان عن متقدمي الطلبات الفائزين، الإفصاح عن معلومات العرض التجاري وعرض التقرير (باستثناء التقرير التقني المحدد في الملحق 6 والذي يبقى سرياً). على الرغم مما سبق ذكره، يمكن الإفصاح عن أي معلومات وفقاً ما تطلبه القوانين المرممة للإجراءات.
14. Model EPA

14.1. The Model EPA applicable to this Licensing Round is attached to this Tender Protocol as Exhibit 1.

14.2. The following provides a general overview of the EPA that will be entered into between the Lebanese State and a winning Applicant in the Licensing Round for the right to conduct Petroleum Activities in the selected offshore Block. The Applicant will be required to enter into an EPA in a form identical to the Model EPA provided at Exhibit 1, updated to incorporate the relevant terms of the Applicant’s Technical Proposal and Commercial Proposal including any revisions hereto agreed between the Minister and the Applicant and approved by the Council of Ministers. This overview does not amend or modify in any way the terms of the Model EPA.

14.3. Pursuant to the OPRL, an EPA shall be executed by no fewer than three (3) Right Holders, among which one shall be the Operator. Each “Individual Company” that is awarded a Petroleum Right may appoint a Signing Affiliate in accordance with the requirements of Articles 18 and 1819 of this Tender Protocol.

14.4. The EPA extends over the exploration, appraisal, development and production up until decommissioning and accounts for all necessary legal provisions in relation to Petroleum Activities. Under the EPA, the Operator is responsible for carrying out day-to-day Petroleum Activities on behalf of the other Right Holders, and all Right Holders are jointly and severally liable for their obligations.

14.5. The EPA authorizes the Right Holders to explore for oil and gas during an exploration phase of maximum Seven (7) years, which is

14.6. The EPA contains the following:

- Licensing Round:
  - 14.1 An EPA will be entered into between the Lebanese State and a winning Applicant in the Licensing Round for the right to conduct Petroleum Activities in the selected offshore Block.
  - The EPA will be executed by no fewer than three (3) Right Holders, among which one shall be the Operator.
  - Each “Individual Company” that is awarded a Petroleum Right may appoint a Signing Affiliate in accordance with the requirements of Articles 18 and 1819 of this Tender Protocol.

- Exploration:
  - The EPA extends over the exploration, appraisal, development and production up until decommissioning and accounts for all necessary legal provisions in relation to Petroleum Activities. Under the EPA, the Operator is responsible for carrying out day-to-day Petroleum Activities on behalf of the other Right Holders, and all Right Holders are jointly and severally liable for their obligations.

- Exploration Phase:
  - The EPA authorizes the Right Holders to explore for oil and gas during an exploration phase of maximum Seven (7) years, which is

- Decommissioning:
  - The EPA contains provisions for decommissioning and abandonment of Petroleum Activities.

- Disposition of Petroleum Products:
  - The EPA specifies the disposition of Petroleum products, including the sale of oil and gas.

- Taxation and Royalties:
  - The EPA contains provisions regarding taxation and royalty payments to the Lebanese State.

- Environmental Protection:
  - The EPA includes provisions for environmental protection and the mitigation of environmental impacts.

- Dispute Resolution:
  - The EPA contains provisions for dispute resolution, including arbitration and mediation.

- Security and Insurance:
  - The EPA includes provisions for security and insurance requirements.

- Termination:
  - The EPA contains provisions for termination, including circumstances under which the EPA may be terminated and the consequences of such termination.
14.6. Petroleum produced from the Block covered by the EPA will be split between the Lebanese State and the Right Holders. First, the Right Holders must pay Royalties (in kind or in cash) to the Lebanese State, equal to 4% of the gas produced, and a varying percentage (between 5% and 12%) of the oil produced. Second, the Cost Recovery Ceiling is up to 65% of the disposable Petroleum which is allocated to the Right Holders to recover their costs, with the actual percentage determined by the winning Applicant’s Commercial Proposal. The Profit Petroleum is split between the State and the Right Holders in proportions determined by the winning Applicant’s Commercial Proposal under a formula pursuant to which the States’s share increases after the Right Holders have recovered their Costs. Right Holders are subject to the provisions of Law No.57/2017 (Tax Provisions related to Petroleum Activities in accordance with Law 132/2010).

14.7. The EPA requires the Right Holders to conduct Petroleum Activities in accordance with Best International Petroleum Industry Standards, to safeguard health, safety and the environment and remedy any accidents, and to pay cash into a Decommissioning Fund to ensure that facilities are properly dismantled during Decommissioning.

The Right Holders must give preference to Lebanese goods and services in awarding contracts when the Lebanese companies are qualified, and at least 80% of the employees must be Lebanese nationals, with an exemption when the 80% is not reachable.
15. Evaluation

15.1. The Petroleum Administration may eliminate any Licensing Round Application that is lacking information, that is incomplete or that is missing any required documentation.

15.2. The Petroleum Administration shall eliminate any Licensing Round Application that does not meet the conditions set forth in this Tender Protocol.

15.3. The Petroleum Administration shall review and evaluate the EPA Applications on the basis of the following:
   - The Technical Proposal (Exhibit 5), including:
     - Number of committed wells in the First Exploration period;
     - The Indicative Minimum Work Commitment Amount for each exploration period; and
     - The Technical Report in line with the guidelines as per Exhibit 6
   - The Commercial Proposal (Exhibit 7)

15.4. During the evaluation process, the Petroleum Administration reserves the right to request that additional information, documentation and/or clarification be provided by the Applicant, within a specified time period.

15.5. The Petroleum Administration may retain experts and consultants, where it deems appropriate, subject to obtaining appropriate confidentiality undertakings from those experts and consultants.

16. Evaluation Mark

16.1. The table below identifies the criteria of the Technical Proposal and the Commercial Proposal that the Petroleum Administration shall evaluate, and the grading methodology. For the avoidance of doubt, the Technical Report submitted in line with the guidelines as per Exhibit 6, will not be subject to a grade, but will be taken into account during the discussions referred to in Article 17.2 of this Tender Protocol and in the overall evaluation of the quality of the
submitted application. Similarly, the Indicative Minimum Work Commitment Amounts will not be subject to a grade, but will be taken into account during the discussions referred to in Article 17.2 of this Tender Protocol; and the Minister and the Provisional Winner or the Second Ranking Applicant (as the case may be) will attempt to agree upon the final amounts to be set forth in the relevant Articles of the executed EPA during the final negotiation stage.

16.2 The Technical Proposal will contribute up to twenty (20) marks of the overall grade. It will be evaluated based on the number of Exploration wells committed in the First Exploration period according to the following:

- The Technical Proposals with only one committed exploration well in the first Exploration period will receive Zero (0) marks.

- The Technical Proposals with the highest proposed number of committed exploration wells (Nmax) amongst Applicants in the first Exploration period in a given block (on the condition that this number is greater than 1) will receive Twenty (20) marks.

- Each other Technical Proposal with a number of committed exploration wells (N) in the first Exploration period will receive a technical mark based on the following pro-rata formula:

$$ Technical \ Mark = \frac{N - 1}{N_{\text{max}} - 1} \times 20 $$

If the total number of committed exploration wells in the first exploration period is three or more, the first exploration period is extended one additional year from the originally predefined 3-year period (see Article 7 of the Model EPA).

إذا كان عدد أبار الاستكشاف المتزامن بها خلال مدة الاستكشاف الأولى ثلاثة أو أكثر، فستتلقى مدة الاستكشاف الأولى سنة واحدة من مدة الأصلية المحددة ثلاث سنوات (3 سنوات ≤ مدة الأصلية ≤ 7 سنوات) نموذج الاستكشاف والإنتاج.
16.3. The Commercial Proposals will be evaluated on the basis of the total government take under a number of identified scenarios. The Petroleum Administration shall evaluate the Commercial Proposals for any given Block using the same set of scenarios (with the same assumptions regarding costs and production profiles) in order to compare the Commercial Proposals for each Block. The scenarios shall not provide for cost and price escalation. Exhibit B includes detailed information regarding the scenarios and the commercial evaluation methodology.

16.4. The respective Technical mark and Commercial mark will be added in order to obtain a global mark.
<table>
<thead>
<tr>
<th>Component</th>
<th>Criteria</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical (T)</td>
<td>Number of committed exploration wells (N) in the First exploration period*</td>
<td>For $N = 1$ (one), $\text{Technical Mark} = 0$ (zero)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Otherwise,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$\text{Technical Mark} = \frac{N - 1}{N_{\text{max}} - 1} \times 20$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Where,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$N_{\text{max}}$ refers to the maximum number of proposed committed exploration wells amongst Applicants for a given block in the first Exploration period.</td>
</tr>
<tr>
<td>Commercial (C)</td>
<td>Discounted Average Total Government Take ($TGT$) under predefined scenarios</td>
<td>$\text{Commercial Mark} = \frac{TGT - TGT_{\text{min}}}{TGT_{\text{max}} - TGT_{\text{min}}} \times 80$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Where,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$TGT_{\text{min}}$ is computed as the average discounted Total Government Take (calculated based on the predefined scenarios) using the following commercial parameters:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$A = B = 30%$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$CP = 65%$.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$TGT_{\text{max}}$ is the highest average discounted Total Government Take (calculated based on the predefined scenarios) among all commercial bids received in a given block.</td>
</tr>
<tr>
<td>Global Mark (T+C)</td>
<td></td>
<td>(Maximum Mark: 100)</td>
</tr>
</tbody>
</table>

* All committed exploration wells shall penetrate horizon SHS defined in Exhibit 6
<table>
<thead>
<tr>
<th>العلامة</th>
<th>المكون</th>
</tr>
</thead>
<tbody>
<tr>
<td>علامة العرض النتفي</td>
<td>عدد أبار الاستكشاف المتزمن بها ع (ع) في مدة الاستكشاف الأولى (ق)</td>
</tr>
<tr>
<td>ع/العلو - 1/20</td>
<td>(ع) في مدة الاستكشاف الأولى (ق)</td>
</tr>
</tbody>
</table>

حيث يمثل "ع الأعلى" العدد الأعلى المقترح من أبار الاستكشاف المتزمن بها من مقدمي الطلبات خلال مدة الاستكشاف الأولى في رفعة معينة.

<table>
<thead>
<tr>
<th>علامة العرض النتفي</th>
<th>علاج خ (ع) الأعلى - ع (ع) الأدنى</th>
</tr>
</thead>
<tbody>
<tr>
<td>ع/العلو - 1/80</td>
<td>ع (ع) الأدنى - ع (ع) الأعلى</td>
</tr>
</tbody>
</table>

حيث يمثل "ع الأدنى" معدل حصة الدولة الإجمالية المحسومة (بناءً على الميزانيات المحددة مسبقاً) باستخدام المناصرة التجارية.

<table>
<thead>
<tr>
<th>علامة العرض النتفي</th>
<th>ع (ع) الأدنى - ع (ع) الأعلى</th>
</tr>
</thead>
<tbody>
<tr>
<td>ع/العلو - 1/80</td>
<td>ع (ع) الأدنى - ع (ع) الأعلى</td>
</tr>
</tbody>
</table>

بطاقة: B = 30% سقف بترول الكلفة = 10%. ويتم حساب "ع الأدنى" معدل الأعلى لحصة الدولة الإجمالية المحسومة (بناءً على الميزانيات المحددة مسبقاً) من بين كل العروض التجارية المستلمة في رفعة معينة.

| العلامة الإجمالية (ق)    | |
|-------------------------| |
| ع (ع) الأدنى - ع (ع) الأدنى | |

| العلامة الإجمالية (ق)    | |
|-------------------------| |
| ع (ع) الأدنى - ع (ع) الأدنى | |

(العلامة القصوى: 100)

* يجب أن تتفاوت كل أبار الاستكشاف المتزمن بها حصة الدولة الإجمالية المحسومة في نطاق معين بنسبة 30% كما تم تحديدها في الملحق 1.
16.5. The Petroleum Administration shall prepare and submit to the Minister a report with respect to the evaluation of the Licensing Round Applications by Block, including a ranking of the Applicants on the basis of their respective global mark as determined in accordance with Article 16.416.4 of this Tender Protocol and recommendations on the selection of the Applicants to proceed. This report shall be kept confidential by the Petroleum Administration.

16.6. As a result of its overall evaluation in the context of the Block concerned and the objectives of the Licensing Round, the Petroleum Administration may recommend selecting no Applicant as the winning Applicant for a Block.

17. Conclusion of the Tender

17.1. The Minister based on the recommendation of the Petroleum Administration shall decide, on the basis of the report referred to in Article 16.516.5 of this Tender Protocol, to invite the first ranking Applicant for a given Block (the "First Ranking Applicant") to proceed to the negotiation stage.

17.2. For each Block the negotiation stage will be conducted in accordance with the following procedure:

17.2.1. The First Ranking Applicant will be invited to discuss its Proposal with the Minister in cooperation with the Petroleum Administration.

17.2.2. The First Ranking Applicant may be requested to improve its Proposal for any aspects that are considered by the Minister, upon the recommendation of the Petroleum Administration, to be unrealistic or sub-optimal.

17.2.3. The Minister in cooperation with the Petroleum Administration and the First Ranking Applicant will discuss any potential improvements to the First Ranking Applicant’s Proposal and will

17.2.4. ترتيب الوجهة ترتيبها الشامل في نطاق الرقة المعنوية وأهداف دورة الترخيص، يمكن للهيئة أن توصي بعدم منح أي حقوق تراخيصية في رقة معنوية.

17.2.5. تجري مراحل التفاوض بشأن كل رقة وفقاً للإجراءات التالية:

17.2.6. يدعو صاحب المرتبة الأولى لمناقشة عرضه مع الوزير بمعاونة الهيئة.

17.2.7. يجوز الطلب من صاحب المرتبة الأولى تحسين عرضه، بما في ذلك إجراء تعديلات لأي جوانب من عرضه التي يرتقي الوزير، بناء على توصية الهيئة، أن لا غير وآليات أخرى دون المستوى المطلوب.

17.2.8. يفتقد الوزير بالتعاون مع الهيئة، صاحب المرتبة الأولى، أي تحسينات مستفادة على عرض صاحب المرتبة الأولى للتوصل إلى اتفاق حول هذه التحسينات.
attempt to agree upon any such improvements.

17.2.4. If the Minister and the First Ranking Applicant reach agreement on improvements to the First Ranking Applicant's Proposal, the Minister will submit a report to the Council of Ministers containing the results of the negotiations and a recommendation that the State sign an EPA with the First Ranking Applicant as Provisional Winner, in accordance with Article 18-3 of the OPRL.

17.2.5. If the First Ranking Applicant and the Minister fail to reach agreement on improvements to the First Ranking Applicant's Proposal proposed by the Minister, the second ranking Applicant for the relevant Block (the "Second Ranking Applicant") will be invited by the Minister to follow the procedure described in Articles 17.2.1 to 17.2.3 above in place of the First Ranking Applicant, if the Second Ranking Applicant's Commercial Proposal received a higher mark than the First Ranking Applicant's Commercial Proposal in the evaluation described in Article 16.3.

17.2.6. If the Minister and the Second Ranking Applicant reach agreement on improvements to the Second Ranking Applicant's Proposal which render it superior to that of the First Ranking Applicant's Proposal, the Minister shall conduct additional negotiations with the First Ranking Applicant aimed at...
matching or exceeding the improvements proposed to the Second Ranking Applicant’s Proposal.

17.2.7. If the Minister and the First Ranking Applicant reach an agreement on such improvements to the First Ranking Applicant’s Proposal, the procedure described in Article 17.2.4 shall apply. Otherwise, the Minister may submit a report to the Council of Ministers containing the results of the negotiations and a recommendation that the State sign an EPA with the Second Ranking Applicant as Provisional Winner, in accordance with Article 18-3 of the OPRL.

17.2.8. Without prejudice to Article 17.5 of this Tender Protocol, if the Minister and the Second Ranking Applicant fail to reach agreement on improvements to the Second Ranking Applicant’s Proposal, the Minister shall have the discretion to recommend to the Council of Ministers that the State sign an EPA with the First Ranking Applicant as Provisional Winner in the form of the definitive Model EPA, as supplemented by the Commercial Proposal and Technical Proposal originally submitted by the Provisional Winner (including the Indicative Minimum Work Commitment Amounts), and by any improvements subsequently offered.

بمفاوضات إضافية مع صاحب المرتبة الأولى لتحسين عرضه على نحو يعادل أو يتخطى تحسينات العرض المقدم من صاحب المرتبة الثانية.

17.2.7. في حال توصل الوزير وصاحب المرتبة الأولى إلى اتفاق على تحسينات على العرض المقدم من صاحب المرتبة الأولى، تطبق الإجراءات ذاتها الموصى عليها في المادة 17.2.4. في حال لم يتوصل الوزير وصاحب المرتبة الأولى إلى اتفاق على تحسينات على العرض المقدم من صاحب المرتبة الأولى، يمكن للوزير أن يرفع إلى مجلس الوزراء تقريراً يحتوي على نتائج المفاوضات وإقتراح بقياس الدوله بتوزيع اتفاقية استكشاف وانتاج مع صاحب المرتبة الثانية بصفته الفائز المؤقت، وفقاً للمادة 18.3 من القانون رقم 132/2010 (قانون الموارد البترولية في المياه البحرية).

17.2.8. من دون الإخلال بأحكام المادة 17.5 من دفتر النشر الحالي، في حال فشل الوزير وصاحب المرتبة الثانية بالتوصل إلى اتفاق على تحسينات على العرض المقدم من صاحب المرتبة الثانية، يكون للوزير سلطة تقديرية في أن يرفع إلى مجلس الوزراء اقتراحاً ينص على قيام الدولة بتوزيع اتفاقية استكشاف وانتاج مع صاحب المرتبة الأولى بصفته الفائز المؤقت وذلك وفقاً للنموذج النهائي لاتفاقية الاستكشاف والانتاج، كما يتم استخدامه بالعرض التجاري والعرض التقني المقدمين الأساسي من قبل الفائز المؤقت (بما في ذلك المبلغ الإضافي) للالتزام الحدي.
agreed by the Minister and the Provisional Winner.

17.3. Each Licensing Round Application shall be deemed an offer made to the State by the Individual Companies comprising the relevant Applicant, to enter into the EPA, as supplemented by the Commercial Proposal and Technical Proposal submitted by such Applicant (including the Indicative Minimum Work Commitment Amounts), together with any improvements subsequently agreed by the Applicant and the Minister, and such offer shall remain effective during the period described in Article 10.

17.4. At the request of the Minister, the Provisional Winner shall deliver to the Minister, within Thirty (30) days of such request, a fully executed EPA together with all fully executed Parent Company Guarantees(s) required by the definitive Model EPA (to the extent that these have not been provided at the time of submission of the Licensing Round Application), as well as the fully executed Work Commitment Guarantee for the first Exploration Period. Upon receipt of such fully executed agreement and other documents, the Minister shall submit a report to the Council of Ministers containing the results of the negotiations with the selected Applicant(s) and the relevant fully executed agreement with its annexes for approval. The EPA shall become effective from the date of the Council of Ministers’ approval. Following such approval, the Minister will countersign the agreement(s).

17.5. The Council of Ministers reserves the right, in its sole discretion, to decide whether or not to award an EPA and to accept or reject any Licensing Round Application, for any reason it deems proper upon the suggestion of the Minister based on the recommendation of the Petroleum Administration.
18. Substitution of Affiliates

18.1. Any Individual Company that is awarded a Petroleum Right may appoint an Affiliate (the "Signing Affiliate") to enter into the relevant EPA, provided the conditions set forth in this Article are met. The Signing Affiliate meeting the conditions set forth in this Article Is deemed pre-qualified within the meaning of the OPRL.

18.2. Any such Signing Affiliate must be wholly owned by and under the Control of the appointing Individual Company.

18.3. The shares of the Signing Affiliate must be either:

18.3.1. Directly or indirectly wholly owned by the Individual Company. For purposes of this Article, a company is deemed to be directly wholly owned by the Individual Company if the Individual Company owns directly 100% of the shares of the owned company. As an exception to the foregoing, if required by the law of the jurisdiction in which the owned company is organized, some of the owned company’s shares may also be held by:

(i) the owned company’s directors (pursuant to the legal requirement that a director also be a shareholder of the owned company) and/or

(ii) such minimum number of other shareholders as are required for the owned company to be properly formed under the law of its jurisdiction of organization, in which case the owned company shall be deemed to be wholly

18.4.1. Any LLC or other form of collective ownership that is wholly owned by the Individual Company, or a company wholly owned by the Individual Company, shall be deemed to be wholly owned by the Individual Company.

18.5.1. Any person or entity that is wholly owned by the Individual Company, or a company wholly owned by the Individual Company, shall be deemed to be wholly owned by the Individual Company.

18.6.1. Any person or entity that is wholly owned by the Individual Company, or a company wholly owned by the Individual Company, shall be deemed to be wholly owned by the Individual Company.

18.7.1. Any person or entity that is wholly owned by the Individual Company, or a company wholly owned by the Individual Company, shall be deemed to be wholly owned by the Individual Company.

18.8.1. Any person or entity that is wholly owned by the Individual Company, or a company wholly owned by the Individual Company, shall be deemed to be wholly owned by the Individual Company.

18.9.1. Any person or entity that is wholly owned by the Individual Company, or a company wholly owned by the Individual Company, shall be deemed to be wholly owned by the Individual Company.

18.10.1. Any person or entity that is wholly owned by the Individual Company, or a company wholly owned by the Individual Company, shall be deemed to be wholly owned by the Individual Company.

18.11.1. Any person or entity that is wholly owned by the Individual Company, or a company wholly owned by the Individual Company, shall be deemed to be wholly owned by the Individual Company.

18.12.1. Any person or entity that is wholly owned by the Individual Company, or a company wholly owned by the Individual Company, shall be deemed to be wholly owned by the Individual Company.

18.13.1. Any person or entity that is wholly owned by the Individual Company, or a company wholly owned by the Individual Company, shall be deemed to be wholly owned by the Individual Company.

18.14.1. Any person or entity that is wholly owned by the Individual Company, or a company wholly owned by the Individual Company, shall be deemed to be wholly owned by the Individual Company.

18.15.1. Any person or entity that is wholly owned by the Individual Company, or a company wholly owned by the Individual Company, shall be deemed to be wholly owned by the Individual Company.

18.16.1. Any person or entity that is wholly owned by the Individual Company, or a company wholly owned by the Individual Company, shall be deemed to be wholly owned by the Individual Company.

18.17.1. Any person or entity that is wholly owned by the Individual Company, or a company wholly owned by the Individual Company, shall be deemed to be wholly owned by the Individual Company.

18.18.1. Any person or entity that is wholly owned by the Individual Company, or a company wholly owned by the Individual Company, shall be deemed to be wholly owned by the Individual Company.

18.19.1. Any person or entity that is wholly owned by the Individual Company, or a company wholly owned by the Individual Company, shall be deemed to be wholly owned by the Individual Company.

18.20.1. Any person or entity that is wholly owned by the Individual Company, or a company wholly owned by the Individual Company, shall be deemed to be wholly owned by the Individual Company.
18.3.2. Partly owned by the Individual Company, with all of the remaining shares in the Signing Affiliate owned by the state under whose laws the Individual Company is organized or agencies or instrumentalities of such State, or companies wholly owned by such state.

18.4. The Signing Affiliate must be a joint stock company whose object must permit the conduct of Petroleum Activities. The Signing Affiliate may be incorporated in Lebanon pursuant to Article 9 of the Law No. 57/2017 (Tax Provisions related to Petroleum Activities in accordance with Law 132/2010). If the Signing Affiliate is incorporated outside the Lebanese territories, the Signing Affiliate shall be incorporated, registered and headquartered in a jurisdiction fully transparent to Lebanese authorities. Upon request, the Petroleum Administration will determine whether a certain jurisdiction would be considered as a jurisdiction that is fully transparent to Lebanese authorities.
18.5. The Signing Affiliate must, as a condition to being eligible to sign the EPA, provide the disclosures and meet the criteria set forth in Schedule A to Exhibit 3D (except that, in lieu of the document required by paragraph 1 of Schedule A, the Signing Affiliate must present to the Petroleum Administration evidence (whether in the form of an extract of a commercial register, a copy of a resolution of the board of directors, or a legal opinion by a reputable attorney practicing in the jurisdiction of incorporation of the Signing Affiliate)) showing that the person it proposes to sign the EPA on its behalf is duly authorized to bind the Signing Affiliate. The requirements of Article 9.6 regarding translation, notarization and consularization apply to such documents as if they had been submitted as part of the Pre-Qualification Application. The evidence to be submitted of the authority of the person signing the EPA on behalf of the Signing Affiliate shall be Formalized.

18.6. On or prior to the signing of the EPA by such Signing Affiliate, the Individual Company must issue a parent company guarantee with respect to the Signing Affiliate in the form attached as an Annex E to the Model EPA.

19. Certain Conditions

Conditions related to companies relying on the credentials of Controlling parent companies

19.1. Certain Individual Companies may be pre-qualified by relying in part on the credentials of a parent company that Controls such Individual Company. On or prior to the submission of a Licensing Round Application by a consortium comprising such Individual Company, such parent company must issue a parent company guarantee with respect to the Individual Company (or its Signing Affiliate, if it is to appoint one pursuant to Article 18 of this Tender Protocol) in the form attached as Annex E to the Model EPA.
Replacement of Guarantees

19.2. In the event where the obligations of an Individual Company are guaranteed by (a Parent Company Guarantee as described in Article 19.1 above), and such Individual Company elects to appoint a Signing Affiliate to enter into the Exploration and Production Agreement, the Minister reserves the right to require that a Parent Company Guarantee be replaced by a guarantee in the same form but guaranteeing the obligations of the Signing Affiliate.
EXHIBIT 1

MODEL EXPLORATION AND PRODUCTION AGREEMENT

النموذج النهائي لاتفاقية الاستكشاف والإنتاج
## EXHIBIT 2 - FRAMEWORK GIS PROJECT

<table>
<thead>
<tr>
<th>REF</th>
<th>DESCRIPTION</th>
<th>FORMAT</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Culture</td>
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<td>1.1</td>
<td>Lebanon Shaded Area</td>
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<td>1.2</td>
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<td>5.6</td>
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<td>Topography and Bathymetry</td>
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<td>Gebco - Global Bathymetry</td>
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### EXHIBIT 2

**SCHEDULE B OF EXHIBIT 2 – DIGITAL ATLAS GIS PROJECT**

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### EXHIBIT 2 - ENHANCED GIS PROJECT

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EXHIBIT 3 - 3
PRE-QUALIFICATION APPLICATION MATERIALS

EXHIBIT 3A: APPLICATION FORM
EXHIBIT 3B: CHECKLIST OF DOCUMENTS SUBMITTED
EXHIBIT 3C: POWER OF ATTORNEY
EXHIBIT 3D: PRE-QUALIFICATION CRITERIA
   SCHEDULE A – LEGAL CRITERIA AND REQUIRED DOCUMENTS AND DISCLOSURES
   SCHEDULE B – FINANCIAL CRITERIA AND REQUIRED DOCUMENTS AND DISCLOSURES
   SCHEDULE C – TECHNICAL CRITERIA AND REQUIRED DOCUMENTS AND DISCLOSURES
   SCHEDULE D – QHSE CRITERIA AND REQUIRED DOCUMENTS AND DISCLOSURES
EXHIBIT 3A
APPLICATION FORM
(to be provided on the Designated Operator's letterhead)

H.E. Minister of Energy and Water
C/o Lebanese Petroleum Administration
Lebanese Petroleum Administration
1st Floor – Marfaa 200 Building
George Akouri Street – Down Town
Beirut, Lebanon

Having examined the Tender Protocol for the Second Offshore Licensing Round dated [insert date] (the "Tender Protocol"), issued pursuant to Law No. 132 dated 24/08/2010 (the Offshore Petroleum Resources Law), with due care, and having examined the applicable legislation, the Applicant, constituted by the individual companies set forth in the list below (the "Individual Companies") acting jointly and severally, hereby informs you that it wishes to submit a Licensing Round Application for a Petroleum Right in respect of Block [insert Block number] offered pursuant to the second Licensing Round for Hydrocarbon Exploration within the Offshore of the Lebanese Jurisdiction (the "Second Offshore Licensing Round"). Capitalized terms used but not defined herein have the meanings provided in the Tender Protocol.

The Applicant encloses herewith, for this purpose, in duplicate hardcopies (one original and one copy) and a soft copy, the data, documents and information required pursuant to Articles 5 and 8 of the Tender Protocol. All documents that are not in English or Arabic are accompanied by a translation in English.

The Applicant has also agreed to submit this Licensing Round Application and the documents attached hereto in a sealed package delivered by hand by its Authorized Representative to the following address:

H.E. Minister of Energy and Water
C/o Lebanese Petroleum Administration
Lebanese Petroleum Administration
1st Floor – Marfaa 200 Building
George Akouri Street – Down Town
Beirut – Lebanon
Tel. 00961-1-998784
Beirut – Lebanon

The Applicant represents that the pre-qualification information presented by each Individual Company in the Pre-Qualification Application included in this Licensing Round Application is complete, true and accurate. The Applicant represents that each Individual Company seeking pre-qualification that belongs to a group of Affiliates has provided evidence in its Pre-Qualification Application that it is the Parent Company of such group of Affiliates or otherwise satisfies the applicable pre-qualification criteria either directly or indirectly through the credentials of Affiliates under its control. The Applicant represents that each Individual Company comprising the Applicant understands that pre-qualification determinations apply solely to the Individual Company seeking pre-qualification, and do not extend to its Parent Company or Affiliates.
The Applicant agrees that it is bound by this Licensing Round Application for a period of validity of one hundred and eighty (180) days following the Closing Date, and for any additional period for which it has been extended pursuant to the provisions of Article 10 of the Tender Protocol. This Licensing Round Application constitutes an offer made to the State by the Individual Companies comprising the Applicant to enter into the EPA in the form of the definitive Model EPA attached as Exhibit 1 to the Tender Protocol, as supplemented by the Commercial Proposal and Technical Proposal included in the Applicant's EPA Application included herein, and any improvements subsequently agreed by the Applicant and the Minister of Energy and Water.

The Applicant hereby indicates whether any of the Individual Companies was previously awarded an exclusive Petroleum Right in the Lebanese Offshore.

☐ Yes    ☐ No

If yes:

Identity of Individual Company:

Previous Prequalification:  ☐ Right Holder - Operator    ☐ Right Holder - Non-Operator

Year of Prequalification:   ________________________________

Previous Award:  ☐ Right Holder - Operator    ☐ Right Holder - Non-Operator

Year of Award:   __________________ Block(s):   ________________________________

Seeking qualification as:  ☐ Right Holder - Operator    ☐ Right Holder - Non-Operator

[Repeat the above information in respect of each Individual Company comprising the Applicant that was previously awarded an exclusive Petroleum Right in the Lebanese Offshore]

Please note that this application relates to the following [Applicant to insert number] Individual Companies constituting the Applicant:

Name of potential Right Holder - Operator:
(the “Designated Operator”)

Jurisdiction of incorporation:

Registered address:

Participating interest:   _____ %

Name of potential Right Holder:

Jurisdiction of incorporation:

Registered address:

Participating interest:   _____ %

Name of potential Right Holder:

Jurisdiction of incorporation:

Registered address:

Participating interest:   _____ %

(To be repeated if there are more participating companies)
Each Individual Company comprising the Applicant has designated the following Authorized Representative.\textsuperscript{1} Originals of the necessary powers of attorney\textsuperscript{2} are attached. Also attached is evidence (whether in the form of an extract of a commercial register, a copy of a resolution of the board of directors, or a legal opinion by a reputable attorney practicing in the jurisdiction of incorporation of the Individual Company providing the relevant power of attorney) demonstrating that the power of attorney granted by each Individual Company appointing the Authorized Representative was signed by a person or persons duly authorized to bind such Individual Company.

- Representative’s Name: \\
- Position: \\
- Address: \\
- Tel: \\
- Fax: \\
- E-mail: \\

The Right Holder – Designated Operator hereby accepts its appointment as such. Each other Individual Company hereby appoints the Right Holder – Designated Operator to act in such capacity and to be responsible for all matters with the Petroleum Administration and the Minister of Energy and Water for the purpose of this Licensing Round Application and participation in the Second Offshore Licensing Round.

The Applicant also hereby submits as part of its Pre-Qualification Application:

(i) proof of payment of the Retrieval Fee; [and]

(ii) proof of payment of the 3D License Purchase Price[ ]; [and]

(iii) proof of payment of the Other Geophysical Surveys License Purchase Price.]\textsuperscript{3}

The Applicant represents that it has accurately completed the enclosed checklist of documents submitted, which contains requirements for submission of documents in electronic form, translation and Formalization requirements.

The Applicant represents that:

(i) all the documents submitted as originals are authentic;

(ii) all of the documents submitted as photocopies are true and complete copies of the original documents;

(iii) all data and information submitted is responsive, in all material respects, to the required disclosure and contains no material misstatements or omissions; and

\textsuperscript{1} The Authorized Representative must be a natural person residing in the Republic of Lebanon or such other place as approved by the Minister following consultation with the Petroleum Administration.

\textsuperscript{2} The power of attorney presented by each Individual Company should be in the form attached as Exhibit 3C to the Tender Protocol (as the same may be modified in accordance with the instructions provided therein).

\textsuperscript{3} To be inserted if applicable
(iv) the submitted translations are true and fair translations of the originals.

The Applicant undertakes to inform the Lebanese Petroleum Administration promptly of any material changes occurring after the date hereof with respect to the data and information provided in the Licensing Round Application submitted herewith.

The Applicant agrees that it will be subject to all applicable Lebanese laws and regulations. The Applicant acknowledges that the Lebanese Petroleum Administration may seek further data and information from the Applicant, and that any decision to pre-qualify any Individual Company or Applicant remains the sole prerogative of the Minister, in accordance with applicable law. The Applicant also acknowledges that the Minister may withdraw any pre-qualification following the granting thereof or annul the entire process of the Second Offshore Licensing Round at any time without incurring any liability towards any Applicant, Individual Company or any other person.

Date:

____________________________ [Typed Name of Authorized Representative]

____________________________ [Signature of Authorized Representative]
الملحق 38
نموذج الطلب
(تُقدم على ورقة تحمل توقيع صاحب الحق المطلوب)
معالي وزير الطاقة والمياه
وزارة الطاقة والمياه - الجمهورية اللبنانية
كورنيش النهر
بيروت - لبنان

تبلغ نسخة إلى:
هيئة إدارة قطاع البترول
الوسط التجاري - شارع جورج عاقوري
مني مرفأ 200 - الطابق الأول
بيروت - لبنان

بعد الاطلاع بعناية على دفتر الشروط المتعلق بدورات التراخيص القانونية للموارد البترولية في المياه البحرية والموروث [البيوم] (المختار إليه في ما يلي ب "دفتر الشروط") المختار وفقاً لقانون رقم 123 تاريخ 4/8/2001 (قانون الموارد البترولية في المياه البحرية)، وبعد الاطلاع على القوانين والأنظمة والأنظمة المصدرة وفقاً للقانون المختار إليه، يعاقب مقدم الطلب (المكيّف من مجموع الشركات المنفردة الواردة أسفلها في اللائحة المبكرة أعلاه ("الشركات المنفردة"))، بالتكاليف والإضافات في ما بينها) بموجب هذه الوثيقة عن رغبته في تقديم طلب الاشتراك في دورات التراخيص للحصول على حق بترولي بالنسبة إلى الرقعة (رقم الوقفة) بالاستناد إلى مراجعة التراخيص القانونية للدولة اللبنانية ("دورات التراخيص القانونية في المياه البحرية").

لهذا الغرض، يرفع مقدم الطلب طليقته نسخة مزدوجة (واحدة أصلية وورقة عن النسخة الأصلية) وتستلم النسخة الإلكترونية من البيانات والمستندات والمعلومات المطلوبة وفقاً للمواضع 5 و 6 من دفتر الشروط الحالي. يجب أن ترفق جميع المستندات التي ليست باللغة العربية أو باللغة الإنجليزية بترجمة إلى اللغة الإنجليزية.

وقد وافق مقدم الطلب على تقديم طلب الاشتراك في دورات التراخيص بما في ذلك الوثائق المرفقة في حزمة مختومة بالشعير يتم تسليمه باليد من قبل الممثل المفوض (كما هو موضوع أدناه):

معالي وزير الطاقة والمياه
وزارة الطاقة والمياه - الجمهورية اللبنانية
كورنيش النهر
هاتف: 0155511111
بيروت - لبنان
يُؤكِّد ممَّدُ الطَّلِبُ أنَّ المَا مَعَ الوَادِيِ مَا جَاءَهُ بِالشَّكْرِ السِّبَاقِ، وَالشَّكْرُ فَيْضًا وَمَكْرًا عَمَّالًا. مَعَ الطَّلِبِ السِّبَاقِ وَالسَّبِيحِ السِّبَاقِ، وَالشَّكْرُ فَيْضًا وَمَكْرًا عَمَّالًا، وَالشَّكْرُ فَيْضًا وَمَكْرًا عَمَّالًا.

يُؤكِّد ممَّدُ الطَّلِبُ أنَّ مَا مَعَ الوَادِيِ مَا جَاءَهُ بِالشَّكْرِ السِّبَاقِ، وَالشَّكْرُ فَيْضًا وَمَكْرًا عَمَّالًا. مَعَ الطَّلِبِ السِّبَاقِ وَالسَّبِيحِ السِّبَاقِ، وَالشَّكْرُ فَيْضًا وَمَكْرًا عَمَّالًا، وَالشَّكْرُ فَيْضًا وَمَكْرًا عَمَّالًا، وَالشَّكْرُ فَيْضًا وَمَكْرًا عَمَّالًا، وَالشَّكْرُ فَيْضًا وَمَكْرًا عَمَّالًا.
(تكرار المعلومات الواردة أعلاه بالنسبة إلى كل شركة منفردة مكونة لمقام الطلبات وهي قد نشر حاً).

يتعلق هذا الطلب ب[مجالُ العدد] شركات المنفردة التالية التي يتكون منها مقام الطلبات:

اسم صاحب الحق المشغل المحتمل ("المشغل المعني"):
مكان التسجيل:
العنوان المسجل:
نسبة المشاركة: 

اسم صاحب الحق المحتمل:
مكان التسجيل:
العنوان المسجل:
نسبة المشاركة: 

اسم صاحب الحق المحتمل:
مكان التسجيل:
العنوان المسجل:
نسبة المشاركة: 

(تكرار في حال وجود عدد أكبر من الشركات المشارك).

قامت كل شركة من الشركات المنفردة المكونة لمقام الطلبة بتعيين الممثل المعني اسمه أنشأ كممثل قانوني مفوض أصولًا. تجدون ربطًا وكالة القانونية الأعمال اللازمة لهذا الغرض؟ كذلك تجدون ربطًا دليلاً (سماه في مكان متستان رسمي مستخرج من السجل التجاري، نسخة عن قرار مجلس الإدارة، أو رأي قانوني من قبل محام ذي كفاءة وسمعة طيبة في مكان تأسيس الشركة المنفردة) بين أن وكالة القانونية التي قمتها كل شركة منفردة، وتم بموجبها تعيين الممثل القانوني المفوض. قد تتم توقعية من قبل شخص أو أشخاص مفوضين بالتوقيع أصولًا وتمثيلهم كامل الصلاحيات اللازمة للإذن مقام الطلبات، وذلك في ما يتعلّق بكل شركة من الشركات المنفردة على حدٍ.

اسم الممثل القانوني المفوض:

الوظيفة:

1. يجب على الممثل القانوني المفوض أن يكون مقيماً في لبنان أو في أحد البلدان الأخرى الموافقة عليها من قبل وزارة العدل والعمل استنادًا إلى رأي
2. هيئة إدارة طاقع المبروك.
3. يجب على كل شركة منفردة المكونة لمقام الطلبات أن تضم وكالة قانونية مستقلة وفقًا لنظام الوكالة القانونية المرتفع في المرجع 3.

4. لاحظ الشروط الهائل (وأي تحويلات يمكن أن نذكر نحن).
يصرّح صاحب الحق المشغل المعين بموجب قبولته تعينه على هذا النحو: كذلك، تصرّح كل شركة أخرى من الشركات المتفردة على حدة بأنها قد عينت صاحب الحق المشغل المعين للعمل بهذه الصفة وليكون مسؤولاً عن جميع المسائل تجاه وزير الطاقة والنفط والمياه، وتوجه هيئة إدارة قطاع البترول لغرض هذا الطالب في إطار دورة الترخيص الحالية.

يرفق مقدم الطلبات طلبه المستندات التالية:

1) إثبات تسديد رسم مصرف الطلبات;
2) إثبات تسديد من شراء خدمة البيانات الزراعية الثنائية الأبعاد و/أو
3) إثبات تسديد من شراء خدمة بيانات المسحوضات الجيوفيزيائية الأخرى.

يرفع مقدم الطلبات بأن:

1. جميع الوثائق الأصلية المقدمة صحيحة;
2. جميع المستندات توفر صورة صحيحة وكاملة عن الوثائق الأصلية;
3. استجابة المعلومات المقدمة بصورة جوهرية على جميع المستندات والإفصاحات المطلوبة، وهي لا تحتوي على أي تحريفات أو سوء أو أخطاء جوهرية؛
4. الترجمة المقدمة هي ترجمة حقيقية ومطلقة لموضوع ما هو وارد في الوثائق الأصلية.

يتمكن مقدم الطلبات بإعلام هيئة إدارة قطاع البترول فوراً بأي تغييرات ملحوظة تحدث بعد تاريخ تقديم طلب الاشتراك في دوره الترخيصي في ما يتعلق بالبيانات والمعلومات التي تم تقديمها ضمن طلب الاشتراك في دوره الترخيصي.

يوافق مقدم الطلبات على أن يلتزم بموجب القوانين والأنظمة البلدية. يدرك مقدم الطلبات بأنه يمكن لهيئة إدارة قطاع البترول أن تطلب مزيداً من المعلومات الإضافية من مقدم الطلبات، وأن أي قرار يتعلق بالتأهل المسبق لأي شركة مفترضة أو مقدم طلب هو من صلاحيات مجلس الوزراء بناءً على اقتراح وزير الطاقة والمياه، وذلك وفقاً للقانون. يصرّح مقدم الطلبات أيضاً بأنه يوافق الوزير أن يسحب أي تأهيل مسبق بعد منحه أو البدء في أو جزء من دوره الترخيصي الثانوي في المياه البحرية في أي وقت دون أن تنتج عن ذلك أي مسؤولية تجاه أي مقدم طلب أو أي شركة مفترضة أو أي شخص آخر.

التاريخ:

[إسم الممثل القانوني المفوض]

[توقيع الممثل القانوني المفوض]
### EXHIBIT 3B

**CHECKLIST OF DOCUMENTSSubmitted**

<table>
<thead>
<tr>
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<th>Administrative Materials</th>
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<tbody>
<tr>
<td>3A</td>
<td>Application Form (Exhibit 3A)</td>
<td>S&amp;H</td>
<td>No</td>
<td>Yes No Yes No</td>
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<tr>
<td>3C</td>
<td>Power of Attorney of Authorized Representative (Exhibit 3C) (from each individual Company comprising the Applicant)</td>
<td>S&amp;H</td>
<td>Yes</td>
<td>Yes No Yes No</td>
<td></td>
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<tr>
<td>N/A</td>
<td>Copy of any cooperation agreements between the Individual Companies comprising the Applicant</td>
<td>S&amp;H</td>
<td>No</td>
<td>Yes No Yes No</td>
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<tr>
<td>N/A</td>
<td>Proof of payment of the Retrieval Fee</td>
<td>S&amp;H</td>
<td>No</td>
<td>Yes No Yes No</td>
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<tr>
<td>N/A</td>
<td>Proof of payment of the 3D License Purchase Price</td>
<td>S&amp;H</td>
<td>No</td>
<td>Yes No Yes No</td>
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<tr>
<td>N/A</td>
<td>Proof of payment of the Other Geophysical Surveys License Purchase Price (If applicable)</td>
<td>S&amp;H</td>
<td>No</td>
<td>Yes No Yes No</td>
<td></td>
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<tr>
<td>N/A</td>
<td>Parent company guarantee (Annex E to the Model EIA) (applicable for Individual Companies seeking prequalification based wholly or partly on credentials of parent company per Article 19.1 of the Tender Protocol)</td>
<td>S&amp;H</td>
<td>No</td>
<td>Yes No Yes No</td>
<td></td>
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**PRE-QUALIFICATION MATERIALS FOR [INSERT NAME OF INDIVIDUAL COMPANY] [DESIGNATED OPERATOR] [NON-OPERATOR]**

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<thead>
<tr>
<th>A</th>
<th>Exhibit 3D - Schedule A - Legal Criteria &amp; Required Documents</th>
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<tr>
<td>1</td>
<td>Evidence of authority of persons signing Power of Attorney</td>
<td></td>
<td>Yes</td>
<td>Yes No Yes No</td>
</tr>
<tr>
<td>2</td>
<td>An official copy of the constituent documents (as applicable by the jurisdiction): Certificate of Incorporation, Memorandum of Association, Articles of Incorporation, etc.</td>
<td></td>
<td>Yes</td>
<td>Yes No Yes No</td>
</tr>
<tr>
<td>3</td>
<td>Extract of commercial registry showing specified information regarding the Individual Company OR notarized, signed statement from the company secretary or similar officer providing such Information</td>
<td></td>
<td>Yes</td>
<td>Yes No Yes No</td>
</tr>
<tr>
<td>4</td>
<td>If not submitted in 3, document from a governmental or official entity showing that the Individual Company is in good standing in its jurisdiction of incorporation</td>
<td>S&amp;H</td>
<td>Yes</td>
<td>Yes No Yes No</td>
</tr>
<tr>
<td>5</td>
<td>If not submitted in 3, document from a governmental or official entity showing that the Individual Company is not being liquidated and is not in insolvency proceedings OR notarized, signed statement from the company secretary or similar officer providing such Information</td>
<td>S&amp;H</td>
<td>Yes</td>
<td>Yes No Yes No</td>
</tr>
<tr>
<td>6</td>
<td>Partner(s) or Shareholder(s) (more than 20%) details. If not ultimate parent, organization chart showing chain of ownership</td>
<td></td>
<td>No</td>
<td>Yes No Yes No</td>
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<td>A</td>
<td>Exhibit 3D - Schedule A - Legal Criteria &amp; Required Documents</td>
<td>Submission Format</td>
<td>Format Used</td>
<td>Submitted</td>
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<td>7</td>
<td>Signed statement from the general counsel or similar officer that there are no pending material litigation, arbitration, legal proceedings</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
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<thead>
<tr>
<th>B</th>
<th>Exhibit 3D - Schedule B - Financial Criteria and Required Documents &amp; Disclosures</th>
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<td>1</td>
<td>Proof for meeting eligibility criteria</td>
<td>Yes</td>
<td>No</td>
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<td>2</td>
<td>Audited consolidated financial statements for the last 3 years</td>
<td>Yes</td>
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<tr>
<td>3</td>
<td>Auditor’s or auditors’ report(s) referencing the financial statements for the last 3 years</td>
<td>Yes</td>
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<tr>
<td>4</td>
<td>Reference from a reputable bank or financial institution</td>
<td>Yes</td>
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<td>5</td>
<td>Present and historical (prior three (3) years') credit rating</td>
<td>Yes</td>
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<td>6</td>
<td>Description of the material lines of credit, credit agreements, publicly traded debt securities, off-balance sheet liabilities and guarantees of third party obligations</td>
<td>S&amp;H</td>
<td>No</td>
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<td>7</td>
<td>Details of any medium-term plans and/or material contingent liabilities</td>
<td>Yes</td>
<td></td>
<td></td>
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<tr>
<td>8</td>
<td>A statement describing any material changes in any of the information set forth above, since the date as of which such information was prepared</td>
<td>Yes</td>
<td></td>
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<td>9</td>
<td>Any additional information regarding financial capacity</td>
<td>Yes</td>
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<table>
<thead>
<tr>
<th>C</th>
<th>Exhibit 3D - Schedule C - Technical Criteria and Required Documents &amp; Disclosures</th>
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<td>Proof for meeting eligibility criteria</td>
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<td>No</td>
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<tr>
<td>2</td>
<td>Technical data required</td>
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<th>D</th>
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<tr>
<td>1</td>
<td>Description of the Quality, Health, Safety and Environment Management System(s)</td>
<td>Yes</td>
<td>No</td>
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<td>2</td>
<td>Evidence of established and implemented QMSE Management System(s)</td>
<td>Yes</td>
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<td>3</td>
<td>QMSE performance records for the previous five (5) years</td>
<td>Yes</td>
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<td>4</td>
<td>Copy of CSR reports or initiatives for the past five (5) years</td>
<td>Yes</td>
<td></td>
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<td>5</td>
<td>Experience of Operator in environmentally sensitive areas</td>
<td>Yes</td>
<td></td>
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<td>6</td>
<td>Commitment of company to QMSE through membership and affiliations with international initiatives</td>
<td>Yes</td>
<td>No</td>
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**EPA APPLICATION DOCUMENTS**

<table>
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<td>Bid Bond</td>
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<td>4</td>
<td>Bid Bond (Exhibit 4)</td>
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<td>Proposal</td>
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<td>5</td>
<td>Technical Proposal Form (Exhibit 5)</td>
<td>S&amp;H</td>
<td>No</td>
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<td>6</td>
<td>Technical Report ( Inline with Exhibit 5)</td>
<td>S&amp;H</td>
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<td>7</td>
<td>Commercial Proposal Form (Exhibit 7)</td>
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<td>Miscellaneous</td>
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<td>Any additional information that may be useful (see Article 9.15 of the Tender Protocol)</td>
<td>S&amp;H</td>
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**Notes to Applicant**

1. Applicants should include a separate checklist indicating the pre-qualification materials submitted by each individual company comprising the Applicant in response to the requirements of Schedules A, B, C and D to Exhibit 3D.

2. Document submission options:
   
   i. **Option 1:**
      The Applicant submits the Individual Company's documents Formalized with the Pre-Qualification Application.

   ii. **Option 2:**
      The Applicant submits the Individual Company's original documents (not Formalized at the closing date) with the Pre-Qualification Application, on a condition that the documents shall be submitted Formalized within Two (2) weeks following the closing date.

   iii. **Option 3:**
      Where the conditions described in Article 5.7 of the Tender Documents are present, the Applicant submits copies of the Individual Company's original documents (not Formalized) together with a document instructing the Petroleum Administration to the Pre-Qualification Application for a separate Block that includes the Individual Company's Formalized documents.

3. For any submission option selected, the Individual Company's Power of Attorney (Exhibit 3C of the Tender Protocol) shall be submitted Formalized with the Pre-Qualification Application. Failure to submit the Formalized Power of Attorney with the Pre-Qualification Application shall lead to the rejection of such Application.
EXHIBIT 3C
POWER OF ATTORNEY OF AUTHORIZED REPRESENTATIVE

By the present instrument, [insert name of Individual Company] (the "Company"), organized and existing in accordance with the laws of [insert Individual Company's country of incorporation], with registered address [insert registered address of Individual Company], through [insert name(s) of legal representative(s) of Individual Company] who is legally authorized to bind the Company, hereby nominates [insert name of and full title of Authorized Representative] (the "Authorized Representative"), as its duly authorized representative empowered to represent the Company before the Ministry of Energy and Water of the Republic of Lebanon, in connection with the Second Licensing Round for Hydrocarbon Exploration and Production within the Offshore of the Lebanese Jurisdiction (the "Second Offshore Licensing Round") relating to the exploration and production of oil and natural gas, with the power to take any and all actions and to assume any and all obligations, in our name and on our behalf (including in our capacity as an individual company constituting an applicant for pre-qualification and for the award of an Exploration and Production Agreement), in respect to such Second Offshore Licensing Round, including without limitation (i) to submit the Licensing Round Application on behalf of any applicant of which we constitute an individual company, (ii) to execute any contracts, documents or instruments as may be necessary or useful in connection therewith, (iii) to submit all documents and information to be submitted by the Company in connection with the Second Offshore Licensing Round, (iv) to receive information and/or data packages, or to authorize third parties to receive information and/or data packages, and (v) to pay any fees required in connection with the Second Offshore Licensing Round.

Signed by:
[insert name(s) of the person legally authorized to bind the Individual Company with signature.]
Position:
[insert position(s) of the person legally authorized to bind the Individual Company]
[insert location and date]

INFORMATION RELATING TO AUTHORIZED REPRESENTATIVE

[insert name and signature of Authorized Representative]
[insert position of Authorized Representative]
[insert address of Authorized Representative]
[insert phone, fax and e-mail of Authorized Representative]

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6. Note to Individual Company executing Power of Attorney ("POA"):
1. The POA shall comply with the form of Exhibit 3C to the Tender Protocol. However, additional provisions may be included, if needed, reflecting these provisions.
2. All Individual Companies comprising the Applicant must appoint the same Authorized Representative, who must be a national person residing in the Republic of Lebanon or such other place as approved by the Minister following consultation with the Petroleum Administration.
3. It is acceptable to have an expiry date on the POA.
سأل توكل الممثل القانوني المفوض

بموجب هذا السند، فإن شركة [اسم الشركة المنفردة] ("الشركة") المنظمة والقائمة وفقاً لقوانين [البلد حيث الشركة المنفردة مسجلة]، عناها الرئيسي الموظف في [العنوان الرئيسي الموظف للشركة المنفردة]، يجوز له / يجوز لها الموظف (اسم الموظف القانوني / الممثل القانوني للشركة) تعين، منصب [اسم ونصوص الممثل القانوني المفوض] ("الممثل القانوني المفوض") كـ [الممثل القانوني المفوض] يحظى بالأصول، مرخص له بمثابه الشركة أمام وزارة الطاقة والبيئة في الجمهورية اللبنانية، فيما يختص بدورة التراخيص الثانوية لاستكشاف النفط والغاز في المياه البحرية الخاضعة للولاية القضائية للدولة اللبنانية.

"دورة التراخيص الثانوية" يشأ استكشاف وإنتاج النفط والغاز الطبيعي، مع صلاحية أخذ أي وجميع الإجراءات وتحمل أي وجميع الموجبات، باسماً وبانيابة عنا (بما في ذلك بضحتها شركة منفردة مكونة لمثبطات للأصول على تأويل مسبق وعلى أتفاقية استكشاف وإنتاج)، بما يختص بدورة التراخيص الثانوية، فيما يختص بدورة التراخيص بالبداية عن أي مقدم طلب تكرر شركة المنفردة أحد أعضاءه، (2) التوقيع على أي عقد، أو مستندات أو وثائق ما هو ضروري أو مفيد في هذا الخصوص، (3) تقديم جميع المستندات والمعلومات التي يطلبها من الشركة في ما يختص بدورة التراخيص الثانوية، (4) استلام طرق المعلومات و/أو البيانات، أو تقويض أطراف تأثيث استلام طرق المعلومات و/أو البيانات، (5) تسديد أي رسوم مرفوضة في ما يختص بدورة التراخيص الثانوية.

وقال:

[اسم وإسم الموظف القانوني / الممثل القانوني المفوض]

[منصب / منصب الموظف القانوني / الممثل القانوني]

[مكان والتاريخ]

معطيات تتعلق بالممثل القانوني المفوض:

[اسم وتوقع الممثل القانوني المفوض]

[منصب / منصب الممثل القانوني المفوض]

[عنوان الممثل القانوني المفوض]

[ هاتف، فاكس والبريد الإلكتروني للممثل القانوني المفوض]

---

توضيح:

- يجب أن يكون لدى توكل الممثل القانوني المفوض مطاردة للموجبات المرجع في الملحق 3C، من دفتر الشريط العالي، ولكن يمكن إضافة أحكام على الوثائق وفقاً للجباية المطلوبة.
- على الشركات المنفردة المكونة لدينا، أن تعي الممثل القانوني المفوض نفسه، والذي يجب أن يكون متواجداً في لبنان أو في أحد البلدان الأخرى المرجع عليها من قبل وزيرة الطاقة والبيئة استناداً لأي هيئة إدارية قطاع البترول.
- يمكن أن يكون لدى توكل الممثل القانوني المفوض تاريخ إنهاء صلاحية.
EXHIBIT 3D - SCHEDULE A

LEGAL CRITERIA AND REQUIRED DOCUMENTS AND DISCLOSURES

The Individual Company (whether applying to become a Right Holder-Operator and/or a Right Holder-Non-Operator (each as defined in Article 1 of Law 132/2010 (the "Offshore Petroleum Resources Law")) should submit the following documents:

(1) Evidence (whether in the form of an extract of a commercial register, a copy of a resolution of the board of directors, or a legal opinion by a reputable attorney practicing in the jurisdiction of incorporation of the Individual Company) showing that the Authorized Representative Power of Attorney was signed by a person or persons duly authorized to bind the Individual Company.

(2) An official copy of the constituent documents of the Applicant (i.e., depending on the jurisdiction of incorporation of the Individual Company, the Certificate of Incorporation, Memorandum of Association, Articles of Incorporation, statutes and/or By-Laws). (The Individual Company should be aware that, pursuant to Article 15 of the Offshore Petroleum Resources Law, Exploration and Production Agreements may only be awarded to pre-qualified joint stock companies or the equivalent under local law. The Individual Company's corporate object must permit the undertaking of Petroleum Activities as defined in Article 1 of the Offshore Petroleum Resources Law.

(3) An extract of the commercial registry relating to the Individual Company, showing its full name, main business address, and capital stock. Where such information is not available from the commercial registry, a notarized, signed statement from the company secretary or similar officer providing such information.

(4) If not indicated in document (3) above, a document from a governmental or official entity showing that the Individual Company is in good standing in its jurisdiction of incorporation.

(5) If not indicated in document (3) above, a document from a governmental or official entity showing that the Individual Company is not being liquidated and is not in insolvency proceedings. Where such information is not available from the commercial registry, a notarized, signed statement from the company secretary or similar officer providing such information.

(6) The name, nationality/jurisdiction of incorporation and address of any partner or shareholder who, directly or indirectly, holds twenty (20) percent or more of the voting shares of the Individual Company or otherwise has an interest that could constitute control, together with the names, nationality and addresses of the officers and directors of such partner or shareholder. Such information should be provided to the extent known by the Individual Company or its directors and officers after due inquiry. Where the Individual Company is not the parent company of the group of companies of which it is a member, a corporate organization chart showing the chain of ownership from the parent to the Applicant.

(7) A notarized, signed statement from the general counsel or similar officer that there are no pending litigation, arbitration, legal proceedings or other circumstances which may lead to the Insolvency or bankruptcy of the Individual Company or that could reasonably be expected to prevent Individual Company from fulfilling its obligations under the Exploration and Production Agreement.
EXHIBIT 3D - SCHEDULE B

FINANCIAL CRITERIA AND REQUIRED DOCUMENTS AND DISCLOSURES

An Individual Company may seek pre-qualification as a Right Holder - Operator and/or as a Right Holder - Non-Operator by satisfying the criteria and presenting the documents and disclosures set forth below.

1 Eligibility Criteria

An Individual Company is eligible for such pre-qualification if it is able to demonstrate, to the reasonable satisfaction of the Petroleum Administration, that the Individual Company had, as of the end of its most recent financial year:

(i) In the case of Individual Companies seeking pre-qualification as a Right Holder - Operator, total assets of US$10 billion or more.

(ii) In the case of Individual Companies seeking pre-qualification as a Right Holder - Non-Operator, total assets of US$500 million or more.

2 Financial Data

The Individual Company (whether seeking pre-qualification as a Right Holder - Operator and/or Right Holder - Non-Operator) should submit the data below. All financial statements must be prepared under International Financial Reporting Standards or other internationally recognized generally accepted accounting principles. Companies may furnish their published annual reports filed with a stock exchange or securities regulators, and supplement those reports with any data below that is not contained therein.

(1) The audited consolidated financial statements for the Individual Company for the last three (3) years, including the balance sheet, income statement, statement of changes in shareholders' equity, cash flow statement, notes to the accounts and, where required under local law or applicable accounting principles, the Directors' report.

(2) The auditor's or auditors' report(s) referencing the abovementioned financial statements of the Individual Company, signed by an independent public accountant of international standing and prepared in accordance with applicable auditing standards. Alternatively, in the case of a state-owned companies organized in a jurisdiction that does not provide for an external audit of such companies' accounts, and no such external audit has been performed, the financial statements described in clause (1) must be prepared by a certified public accountant, and should be submitted together with a statement signed by a lawyer affirming the absence of an audit requirement for such state-owned company under the law of such jurisdiction.

(3) Reference from a reputable bank or financial institution doing business with the Individual Company.

(4) Present and historical (prior Three (3) years) credit rating of the Individual Company's (or its parent company's) long-term unsecured debt from Standard & Poor's Rating Services, Moody's Investor Services Inc. or Fitch Ratings, if available.

(5) A description of the Individual Company's material lines of credit, credit agreements, publicly traded debt securities, off-balance sheet liabilities and guarantees of third party obligations.
(6) Details of any medium-term plans and/or material contingent liabilities, if these could reasonably be expected materially and adversely to impact the financial status of the Individual Company.

(7) A statement describing any material changes in any of the data set forth above, since the date as of which such information was prepared.

(8) Any additional information supporting the financial capacity of the Individual Company.

Note: The details provided under Section 2 will be checked to demonstrate evidence of fulfilling the Eligibility Criteria.
EXHIBIT 3D - SCHEDULE C
TECHNICAL CRITERIA AND REQUIRED DOCUMENTS AND DISCLOSURES

An Individual Company may seek pre-qualification as a Right Holder - Operator and/or as a Right Holder - Non-Operator by satisfying the criteria and presenting the documents and disclosures set forth below.

1 Eligibility Criteria

An Individual Company is eligible if it is able to demonstrate, to the Lebanese Petroleum Administration:

(1) For Individual Companies seeking pre-qualification as a Right Holder - Operator:
   Evidence of Operatorship
   i. With established experience in exploration drilling in water depths in excess of Three Hundred meters (300 m)
   ii. With an approved field development plan in water depths in excess of Three Hundred meters (300 m) by a competent authority
   iii. With at least one offshore field in the production phase

(2) For Individual Companies seeking pre-qualification as a Right Holder - Non-Operator:
   i. Having experience in petroleum production.

2 Technical Data

The Individual Company (whether seeking pre-qualification as a Right Holder - Operator and/or Right Holder - Non-Operator) should disclose details on the Individual Company’s experience with respect to exploration and production activities including specifically (to the extent applicable):

I - For Individual Companies seeking pre-qualification as a Right Holder – Operator

A - Data requested:

(1) Provide a good faith estimate of operated deep water wells as per the table below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Number of Exploration Wells</th>
<th>Number of Development Wells</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>in water depths:</td>
<td>in water depths:</td>
</tr>
<tr>
<td></td>
<td>300 – 500m</td>
<td>500 – 1,500m</td>
</tr>
<tr>
<td>Prior to 2014</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(2) Provide at least one example of your experience as Operator in a field development (or approved development plan) in water depths greater than Three Hundred (300) meters, clearly identifying field name, location, water depth.

(3) Provide at least one example of your experience as Operator of a producing offshore field.
B - Additional information requested:
(1) Indicate a good faith estimate of the total capital expenditure for the last five (5) years as per the table below.

<table>
<thead>
<tr>
<th>Year</th>
<th>Exploration CAPEX (MM$)</th>
<th>Other Upstream CAPEX (MM$)</th>
<th>Total CAPEX (MM$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015</td>
<td></td>
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<td></td>
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<td>2016</td>
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<td></td>
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<tr>
<td>2017</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

II- For Individual Companies seeking pre-qualification as a Right Holder - Non-Operator:
A - Data requested:
(1) Provide at least one example of your experience in field production, clearly identifying field name, location, and volume produced.

B - Additional information requested:
(1) Indicate a good faith estimate of the total capital expenditure for the last five (5) years as per the table below.

<table>
<thead>
<tr>
<th>Year</th>
<th>Exploration CAPEX (MM$)</th>
<th>Other Upstream CAPEX (MM$)</th>
<th>Total CAPEX (MM$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td></td>
<td></td>
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</tr>
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<td>2015</td>
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<td>2017</td>
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<td></td>
</tr>
<tr>
<td>2018</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(2) Indicate a good faith estimate of the number of wells and yearly production for the last five (5) years as per the table below.

<table>
<thead>
<tr>
<th>Year</th>
<th>Number of Exploration Wells</th>
<th>Number of Development Wells</th>
<th>Yearly Production BOE*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to 2014</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014</td>
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<td></td>
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<td>2017</td>
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<tr>
<td>2018</td>
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<td></td>
</tr>
</tbody>
</table>

* Barrel of oil equivalent

Note:
- The details provided under Sections 2(I-A) and 2(II-A) will be checked to demonstrate evidence of fulfilling the Eligibility Criteria.
- The details provided under Sections 2(I-B) and 2 (II-B) will be used for information only.
EXHIBIT 3D - SCHEDULE D

QHSE CRITERIA AND REQUIRED DOCUMENTS AND DISCLOSURES

An Individual Company may seek pre-qualification as a Right Holder - Operator and/or a Right Holder - Non-Operator by satisfying the criteria and presenting the documents and disclosures set forth below.

1. Eligibility criteria.

(i) For Individual Companies seeking pre-qualification as a Right Holder - Operator:

The Individual Company shall be able to demonstrate, to the reasonable satisfaction of the Lebanese Petroleum Administration, its ability to manage safe and secure operations in offshore waters through its organizational and technical capacity. Specifically, the Individual Company is required to submit:

1. A description of the Quality, Health, Safety and Environment Management System(s) (QHSEMS), or equivalent (with scope applicable to offshore exploration and production) including the management system arrangements for high risks and major accidents.

2. Evidence of established and implemented QHSE Management System(s) (with scope applicable to offshore exploration and production) i.e. valid QHSE certification(s) according to best International Industry practice (such as ISO 9001, ISO 14001, OHSAS 18001 etc.) and/or audit reports.

(ii) For Individual Companies seeking pre-qualification as a Right Holder - Non-Operator:

The Individual Company is required to submit:

1. A description of the Quality, Health, Safety and Environment Management System(s) (QHSEMS), or equivalent (with scope applicable to petroleum production).

2. Evidence of established and implemented QHSE Management System(s) (with scope applicable to petroleum production) i.e. valid QHSE certification(s) according to best International Industry practice and/or audit reports.

2. QHSE Data

The Individual Company (whether applying to become a pre-qualified Right Holder - Operator and/or Right Holder - Non-Operator) shall additionally disclose the following data:

1. QHSE performance records for the previous five (5) years including:
   a. Annual QHSE reports
   b. Major reported accidents
   c. Major reported environmental incidents
   d. Other e.g. Prohibition notices, criminal convictions, civil penalties, fines related to occupational

2. A copy of Corporate Social Responsibility reports or initiatives for the past five (5) years in line with international best standards i.e. Global Reporting Initiative or equivalent

3. Experience as operator in environmentally sensitive areas as well as the general approach and management arrangements for identification, assessment and
management of environmental aspects and impacts, taking account of local sensitivities.

(4) Commitment of company to QHSE through membership and affiliations with international initiatives such as International Association of Oil & Gas Producers (IOGP), International Petroleum Industry Environmental Conservation Association (IPIECA), Offshore Pollution Liability Association (OPOL), Oil and Gas Climate Initiative (OGCI), World Bank Zero Flaring Initiative ... etc.

Note: The details provided under Section 2 will be checked to demonstrate evidence of fulfilling the Eligibility Criteria.
EXHIBIT 4 – 1
FORM OF BID BOND

IRREVOKEABLE STAND-BY LETTER OF CREDIT

Issued by [Name of Bank]

Date:

No.: 

Face Amount: [US$5,000,000 or £5,000,000]

The Ministry of Energy and Water of the Republic of Lebanon (the "Ministry")

Ministry of Energy and Water – Republic of Lebanon

Corniche Al Nahr

Beirut, Lebanon

Dear Sirs:

1. [Name of Bank], a ____________________________________________ organized under the laws of ____________________________ (the "Issuer"), hereby establishes in favor of the Ministry of Energy and Water of the Republic of Lebanon its irrevocable stand-by Letter of Credit No. ____________________ (this "Letter of Credit"), whereby the Issuer authorizes the Ministry to draw hereunder, in a single drawing, the sum of [US$5,000,000 or £5,000,000] (the "Face Amount") by presentation of a Draft and a Drawing Certificate (each as defined below) at the Issuer's office specified in Article 3 of this Letter of Credit.

2. The Face Amount of this Letter of Credit may be drawn by the Ministry in the manner specified in Article 3 of this Letter of Credit between 9:00 a.m. and 5:00 p.m., New York City time, on any Banking Day, on or after the date of this Letter of Credit and prior to the expiration of this Letter of Credit. A "Banking Day" is any day other than a Saturday, a Sunday or a day on which commercial banks in New York City are authorized or required by law, regulation or executive order to close.

3. A drawing may be made hereunder only by the presentation to the Issuer of a sight draft of the Ministry drawn on the Issuer in the form attached hereto as Appendix 1 (a "Draft") and a certificate executed by the Ministry in the form attached hereto as Appendix 2 (a "Drawing Certificate"). Presentation of a Draft and Drawing Certificate must be made at the Issuer's office in New York City located at ____________________________, or at such other address in New York City as the Issuer may designate to the Ministry by notice given in accordance with Article 8 of this Letter of Credit.

4. Upon the presentation by the Ministry to the Issuer of the Draft and Drawing Certificate at the office of the Issuer designated pursuant to Article 3 of this Letter of Credit, the Issuer shall pay the Face Amount by wire transfer of immediately available funds to the Ministry of Energy and Water (or other body of the Lebanese Republic) as designated in the Drawing Certificate, within two (2) Banking Days.

5. This Letter of Credit shall expire upon the earliest of (i) the date on which a certificate executed by the Ministry, in the form attached hereto as Appendix 3 (an "Expiration Certificate"), is presented to the Issuer; (ii) the indefeasible payment by the Issuer to the Ministry in the manner set forth in Article 4 of this Letter of Credit of the Face Amount upon a drawing properly made hereunder; and (iii) 5:00 p.m., New York City time, on November 3rd, 2014 (the "Long Stop Date"). Notwithstanding the foregoing, any drawing properly made hereunder prior to the expiration of this Letter of Credit shall be honored by the Issuer. Notwithstanding anything contained in Rule 3 of ISP98 (defined below) or herein, in the event that the Issuer's office designated in Article 3 of this Letter of Credit is closed on the date set forth in (iii) of this Article 5, the expiration date of this Letter of Credit shall be extended to the next Banking Day on which such office is open.
6. This Letter of Credit may only be drawn by, and other rights hereunder may only be exercised by, the Ministry.

7. This Letter of Credit is issued subject to the International Standby Practices 1998, ICC brochure 590 ("ISP98"), and to the extent not inconsistent therewith, shall be governed by and construed in accordance with the laws of .... The courts of ... shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Letter of Credit or its subject matter or formation (including non-contractual disputes or claims).

8. All notices, demands, instructions, waivers or other communications to be provided pursuant to this Letter of Credit shall be in writing in English, shall be effective upon receipt, and shall be sent by personal delivery, courier or first class mail, to the following addresses:
   (i) If to the Issuer, to:
       [to be completed]
   (ii) If to the Ministry, to:
       Ministry of Energy and Water - The Republic of Lebanon
       Ministry of Energy and Water - Republic of Lebanon
       Corniche Al Nahr
       Beirut, Lebanon
       Attention: The Minister of Energy and Water
       With a copy to:
       The Petroleum Administration
       1st Floor, Marfa 200, Georges Akourl Street, Downtown
       Beirut, Lebanon
       Attention: President of the Petroleum Administration

9. The addresses for notices given pursuant to this Letter of Credit may be changed by the Issuer or the Ministry by means of a written notice given to the other at least fifteen (15) Banking Days prior to the effective date of such change.

10. This Letter of Credit sets forth in full the Issuer’s undertaking; and such undertaking shall not in any way be modified or amended by reference to any document, instrument or agreement referred to herein, except the Draft, the Drawing Certificate and any Expiration Certificate.

Very truly yours,

[NAME OF BANK]

By: ________________________________

Name: ________________________________

Title: ________________________________
EXHIBIT 4 – 4

APPENDIX 1

FORM OF DRAFT

Letter of Credit No.________

[New York, New York]

[Date Of Draft]

At sight

Pay to the order of the Ministry of Energy and Water, the Republic of Lebanon the sum of US$5,000,000 (Five Million U.S. Dollars), for value received. Drawn under [Name of Issuer] Letter of Credit No.________

MINISTRY OF ENERGY AND WATER, THE REPUBLIC OF LEBANON

By: _________________________________

Name: ______________________________

Title: _______________________________

To: [Name of Issuer] _______________________________

[Address of Issuer] _______________________________
EXHIBIT 4 – 4

APPENDIX 2

FORM OF DRAWING CERTIFICATE

Reference is made to the Letter of Credit (the “Letter of Credit”), No. ___________, dated __________, issued by __________ in favor of the Ministry of Energy and Water, the Republic of Lebanon. Capitalized terms used herein and not defined have the respective meanings set forth in the Letter of Credit or the Final Tender Protocol dated [[date], 2019] (the “Tender Protocol”) issued by the Ministry of Energy and Water of the Lebanese Republic with respect to the Second Licensing Round for Hydrocarbon Exploration within the Offshore of the Lebanese Jurisdiction (the “Second Licensing Round”).

The undersigned, being duly authorized to execute this certificate on behalf of the Ministry, hereby certifies that pursuant to the Second Licensing Round a consortium composed of [include names of consortium members] (the “Applicant”) was selected to enter into an Exploration and Production Agreement with the Republic of Lebanon, and that one of the following events has occurred:

1. The Applicant did not sign the Exploration and Production Agreement and deliver it to the Minister of Energy and Water (the “Minister”) by the date defined in Article 17.4 of the Tender Protocol; or

2. The fully executed Work Commitment Guarantee for the first Exploration Period required by the Exploration and Production Agreement was not delivered to the Minister by the date defined in Article 17.4 of the Tender Protocol; or

3. The fully executed Parent Company Guarantee(s) required by the Exploration and Production Agreement was/were not delivered to the Minister by the date defined in Article 17.4 of the Tender Protocol.

Payment of the Face Amount of the Letter of Credit is to be made by the Issuer to the following account: [to be communicated by the Ministry in due course]

This certificate has been duly executed by the undersigned as of the _______ day of ____________

MINISTRY OF ENERGY AND WATER, THE REPUBLIC OF LEBANO

By: ______________________________________

Name: _____________________________________

Title: ______________________________________
EXHIBIT 4

FORM OF EXPIRATION CERTIFICATE

Reference is made to the Letter of Credit (the "Letter of Credit") No. __________, dated __________, issued by __________ in favor of the Ministry of Energy and Water, the Republic of Lebanon. Capitalized terms used herein and not defined have the respective meanings set forth in the Letter of Credit.

The undersigned, being duly authorized to execute this certificate on behalf of the Ministry, hereby certifies that conditions permitting the expiration of the Letter of Credit have occurred, and that accordingly the Letter of Credit shall expire as of the date of this Certificate.

This certificate has been duly executed by the undersigned as of the __________ day of __________.

MINISTRY OF ENERGY AND WATER, THE REPUBLIC OF LEBANON

By: ________________________________

Name: ______________________________

Title: ______________________________
EXHIBIT 5 – TECHNICAL PROPOSAL FORM

Block No. ________ (the “Block”)
Applicant [state names of Individual Companies]:

1. The technical report in line with the guidelines as per Exhibit 6
2. Proposed Minimum Work Commitments and Indicative Work Commitment Amounts:

<table>
<thead>
<tr>
<th>Period</th>
<th>Unit</th>
<th>Qty. (N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. First Exploration Period*</td>
<td>Committed Exploration Wells</td>
<td>(to be filled)</td>
</tr>
<tr>
<td>2. Second Exploration Period</td>
<td>Committed Exploration Wells</td>
<td>(to be filled)</td>
</tr>
</tbody>
</table>

* Please refer to the minimum requirements with respect to the number of Exploration Wells stated in Article 8.9 of the Tender Protocol.

<table>
<thead>
<tr>
<th>Work Item</th>
<th>Unit</th>
<th>First Committed Exploration Well</th>
<th>Second Committed Exploration Well</th>
<th>Third Committed Exploration Well**</th>
<th>Total Indicative Work Commitment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicative Work Commitment Amount</td>
<td>Millions of US Dollars (M USD)</td>
<td>(to be filled)</td>
<td>(to be filled, if applicable)</td>
<td>(to be filled, if applicable)</td>
<td>(to be filled)</td>
</tr>
<tr>
<td>Estimated Well Depth</td>
<td>True vertical depth measured from mean sea level (meters)</td>
<td>(to be filled)</td>
<td>(to be filled, if applicable)</td>
<td>(to be filled, if applicable)</td>
<td></td>
</tr>
</tbody>
</table>

2. Second Exploration Period

| Indicative Work Commitment Amount | Millions of US Dollars (M USD) | (to be filled) | (to be filled, if applicable) | (to be filled, if applicable) | (to be filled) |
| Estimated Well Depth            | True vertical depth measured from mean sea level (meters) | (to be filled) | (to be filled, if applicable) | (to be filled, if applicable) |                                        |

** Right Holders to include an additional column in respect of each additional Exploration Well proposed as part of the Minimum Work Commitment.

3. The Applicant hereby attests that the Indicative Work Commitment Amounts provided above are the Applicant’s good faith estimate of the cost of carrying out the Minimum Work Commitments for the first and second Exploration Periods.

Date:

________________________________ [Typed Name of Authorized Representative]

________________________________ [Signature of Authorized Representative]
EXHIBIT 6 -

GUIDELINES FOR THE TECHNICAL REPORT

E6.1 - GENERAL INFORMATION

The purpose of these guidelines is to outline the required report that each Applicant shall submit in addition to the Technical and Commercial Proposals. The required report includes the following:

- the overall geological understanding and exploration strategy
- the preliminary development concepts and gas commercialization vision
- the national content vision
- The QHSE understanding and implementation tailored to the Lebanese context

The content of the technical report submitted by the Applicant shall be considered confidential by the Petroleum Administration and shall be treated accordingly as per Article 13 of the Tender Protocol.

E6.1.1 General Procedures

The technical guideline shall be delivered both as paper copy (in binder) and electronic format on USB Memory Stick (USB). A label with the Applicant’s name must be securely affixed to the USB. The USB must be labelled in a manner which clearly shows which Licensing Round Application it relates to. The USB version of the geologic report will be digitally archived by the authorities. Note, the paper copy and the USB copy should be identical.

E6.1.2 Report Publishing Guidelines / Standards

1. Font: Times New Roman - size 12
2. Single/standard line spacing
3. All information in the figures and maps is legible
4. All maps must have coordinates and scale
5. All measurements (depth, area, volume etc.) must be given in metric units
6. Digital Versions (PDF)
7. GIS format (layers) – shapefile (.shp) or ArcGIS Geodatabase including attribute tables
8. Additional information (per aforementioned layer) – Metadata
9. GIS Project format - .mxd project (ArcGIS Version 10.x), Coordinate System – UTM 36 N (Universal Transverse Mercator) Spheroid WGS 84
10. Maps must be presented as separate files and must include (see section 1.4):
    - GIS format (layers) – shapefile (.shp) or ArcGIS Geodatabase including attribute tables
    - Metadata
    - GIS project format - .mxd project (ArcGIS version 10.x)
    - Coordinate System (UTM 36 N) Spheroid WGS 84
E6.1.3 Deliverables

1. Loose-leaf binder
2. Paper copy of report based on tables supplied at the end of this guide
3. USB attached inside each binder. The USB must contain:
   - One file in pdf-format (Adobe Acrobat Document) with the report
   - One file pdf-format showing the block applied for, with outline of all prospects/leads presented in the report representing the good middle estimate (P50) of the prospect assessment, unless it is deemed necessary to include outlines representing other statistical confidence levels for estimates, specifically P10 and/or P90
   - Components of Tables 2, & 3 duly and accurately supplied

Templates of the forms for use in the report can be found on the LPA's website, www.lpa.gov.lb/technicalproposalforms. These should be filled in as accurately as possible and supplied along with the report. There are stated guidelines for the number of pages in the different parts of the report.

E6.1.4 Nomenclature of Seismic Horizons

Formal nomenclature should be used where it exists. There are seven main seismic horizons (SH) throughout the whole offshore Lebanon, plus additional local horizons (LH).

Table 1 lists the following seismic horizons that have been interpreted offshore Lebanon and mapped regionally along with a short description.

Figure 1 shows a horizon identification example along an arbitrary line.
<table>
<thead>
<tr>
<th>Horizon Identification</th>
<th>Short Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seabed (SH 1)</td>
<td>Corresponds to a strong and continuous reflection induced by the contrast of velocity between the seawater and the Quaternary sediments below the seabed.</td>
</tr>
<tr>
<td>Seismic Horizon 2 (SH 2)</td>
<td>Shallowest interpreted reflector which separates the sediments above from the Messinian Evaporites.</td>
</tr>
</tbody>
</table>
| Seismic Horizon 3 (SH 3) | Comprises both the base of the evaporites in the basin and the Messinian erosional surface on the margin:  
- Strong reflector corresponding to the contrast between high velocities in the Messinian Evaporites and low velocities in the underlying unit.  
- On the margin, the base Messinian is the shallowest unconformity. |
| Seismic Horizon 4 (SH 4) | In the deep basin, this horizon corresponds to the base of a strong amplitude reflections package that becomes thinner towards the margin and pinches out on the unconformity (see below). |
| Seismic Horizon 5 (SH 5) | Corresponds to a strong regionally continuous seismic reflection. This horizon pinches out on unconformity eastward on the margin. |
| Seismic Horizon 6 (SH 6) | Corresponds to the top of a significant transparent unit that ends with two series of reflectors slightly more powerful. |
| Seismic Horizon 7 (SH 7) | This is a regional unconformity:  
- In the basin, it corresponds to the top of high amplitude package.  
- On the margin, it corresponds to the top of the carbonate platform. |
E6.2 GEOLOGICAL UNDERSTANDING AND EXPLORATION STRATEGY

The objective of the exploration work programme is to effectively evaluate and test the petroleum resource potential in all parts of the license area. Hence, the Applicant shall submit an exploration strategy that will advance the understanding of the petroleum potential and test the viable targets. The strategy will explain and qualify the proposed work programme and should include:

- The database that has been utilized and special studies done to evaluate the blocks applied for
- The understanding of the regional geology in terms of sedimentology and structural geology and how this applies to the evaluation of the area
- An analysis of the hydrocarbon system and risk elements
- The mapping process of the areas applied for regarding the identification of plays, leads and prospects
- The resource assessment of leads and prospects and the evaluation of probability of discovery
- The plan for implementation of the work program reflecting the time schedule, milestones and prospect interdependency

E6.2.1 Database

This section should contain the following components presenting the amount, type and details of the geophysical datasets and any new reprocessing the applicant proposes to undertake, if any. It should be limited to three pages, including maps/figures/tables/charts.

In this regard, the Applicant should address the following points:

- Confirmation that the Applicant has met the requirements of the Tender Protocol with regard to licensing the Geophysical data within the block
- Additional proprietary or multiclient data used in their wider evaluation
- Justification of the amount of data to be reprocessed in the block, if any
- Plan to acquire additional technical data in the block that will add value, if any

E6.2.2 Regional Geology

This section should contain the following components presenting a regional approximation of the prospectivity of the block applied for. It should be limited to 10 pages, including maps/figures/tables/charts.

The following items should be discussed:

- Geodynamic evolution of the eastern Mediterranean
- Main Tectonic and Stratigraphic events
- Play Fairway and Play Fairway Map
- Play Models
- Description of relevant studies used for evaluation i.e. short summary, limited to one page, consisting of conclusions and arguments for the relevance of each report
E6.2.3 Petroleum Systems Analysis

This section should contain the following components presenting a petroleum systems analysis of the acreage applied for. It should be limited to 10 pages, including maps/figures/tables/charts.

The following items should be briefly discussed:

- Basin Development
  - Stratigraphic and sedimentological framework, including reservoir development and prediction of reservoir quality
  - Structural framework, including trap development and evaluation seal/retention characteristics
  - Basin development, including source rocks, maturity and migration
- Modeling & evaluation of petroleum system elements

The analysis must focus on the elements of the petroleum system which are considered critical for the prospectivity of the area and for its evaluation. Illustrations should be provided to accompany text.

E6.2.4 Block Evaluation (Geological and Technical)

A geological and technical evaluation report shall be prepared for each block, containing a technical evaluation for the prospect and/or leads identified, in the format defined below. The report should include completed summary sheets as shown in Table 2 below.

Table 2: Summary - Resource Potential

<table>
<thead>
<tr>
<th>Block</th>
<th>Unrisky recoverable resources</th>
<th>Probability of discovery</th>
<th>Reservoir depth (m TVD MSU)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Unrisked recoverable resources</td>
<td>Probability of discovery</td>
<td>Reservoir depth (m TVD MSU)</td>
</tr>
<tr>
<td></td>
<td>Unrisked recoverable resources</td>
<td>Probability of discovery</td>
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</tr>
<tr>
<td></td>
<td>Unrisked recoverable resources</td>
<td>Probability of discovery</td>
<td>Reservoir depth (m TVD MSU)</td>
</tr>
</tbody>
</table>

E6.2.4.1 Prospect Description

The following should be documented and assessed for each prospect:

- depositional environment and reservoir type
- trap and seal
- hydrocarbon type
- source
- migration
The evaluation must explain conditions which are considered critical for the prospect.

The following documentation should be included for each prospect:

- Overview map with coordinates, clearly showing the outlines representing statistical confidence levels for estimates of high case (P10), expected case (P50) & low case (P90)
- Position of the seismic line and the geological profile (should also be submitted digitally)
- Seismic profiles in crossing directions and geological profile across the prospects
- Time- and depth maps of reservoir horizons presented at identical scales, if available
- If relevant, seismic attribute maps
- Other documentation and figures can be included if they are relevant to the prospect description

Available key data for each prospect should be listed in Table 3.

E6.2.4.2 Estimation of Prospective Resources

The following should be documented and briefly commented upon:

- Estimation of rock volume and uncertainty
- Description and reasoning behind the choice of reservoir parameters, gas/oil ratio, expansion/shrink factors, recovery rate
- Total resource estimate
- Resource estimates in metric unit with their uncertainty ranges for estimates (P90, P10 and expected value) should be stated in table 3

If only parts of the mapped prospect occur in the block applied for, you must clearly indicate the percentage this constitutes within the block, as well as the total resource estimate. Illustrations should be provided to accompany text.

E6.2.4.3 POS and Method for Risk Analysis

The following should be documented and assessed for each prospect:

- Risk analysis method used
- Probability of success of the identified prospect
- Probability of the individual risk elements

E6.2.4.4 Leads

The following should be documented and assessed for each lead:

- Leads identified
- Estimate of the resource potential, if possible
- Description of what is needed to mature the lead to a prospect
- Illustrations to accompany text

Available key data for each lead should be listed in Table 3.
### Table 3 Key Data for Prospect / Lead

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>Prospect Location</th>
<th>Risk Category</th>
<th>Core &amp; Logging</th>
<th>Drilling</th>
<th>Geophysical</th>
<th>Other</th>
<th>Geology</th>
<th>Reservoir Type</th>
<th>Aquifer Type</th>
<th>Topography</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Feature / Field Information</th>
<th>Min.</th>
<th>Most Likely</th>
<th>Max.</th>
<th>Range (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Formation / Reservoir</strong></td>
<td></td>
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<tr>
<td><strong>Net Pay</strong></td>
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<tr>
<td><strong>Porosity</strong></td>
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<tr>
<td><strong>Permeability</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Laboratory Analysis</th>
<th>Min.</th>
<th>Most Likely</th>
<th>Max.</th>
<th>Range (%)</th>
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</thead>
<tbody>
<tr>
<td><strong>Rock Composiion</strong></td>
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<tr>
<td><strong>Mineralogy</strong></td>
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<tr>
<td><strong>Organic Matter</strong></td>
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<thead>
<tr>
<th>Parameter / Data</th>
<th>Min.</th>
<th>Most Likely</th>
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<th>Range (%)</th>
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<tr>
<td><strong>Well Logs</strong></td>
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<tr>
<td><strong>Geochemical Analysis</strong></td>
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<tr>
<td><strong>Petrophysical Tests</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Measurement / Latitude</th>
<th>Min.</th>
<th>Most Likely</th>
<th>Max.</th>
<th>Range (%)</th>
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<tbody>
<tr>
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<thead>
<tr>
<th>Property / Field Information</th>
<th>Min.</th>
<th>Most Likely</th>
<th>Max.</th>
<th>Range (%)</th>
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<tbody>
<tr>
<td><strong>Reservoir</strong></td>
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<tr>
<td><strong>Reservoir Type</strong></td>
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<tr>
<td><strong>Porosity</strong></td>
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<tr>
<td><strong>Permeability</strong></td>
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<tr>
<td><strong>Net Pay</strong></td>
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<tbody>
<tr>
<td><strong>Topography</strong></td>
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<tr>
<td><strong>Well Logs</strong></td>
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<tr>
<td><strong>Geochemical Analysis</strong></td>
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<tr>
<td><strong>Petrophysical Tests</strong></td>
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<tbody>
<tr>
<td><strong>Reservoir</strong></td>
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<td><strong>Permeability</strong></td>
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<tbody>
<tr>
<td><strong>Net Pay</strong></td>
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<tr>
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<tbody>
<tr>
<td><strong>Topography</strong></td>
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<tbody>
<tr>
<td><strong>Well Logs</strong></td>
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<td><strong>Geochemical Analysis</strong></td>
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<tbody>
<tr>
<td><strong>Petrophysical Tests</strong></td>
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<tr>
<td><strong>Depth to Top</strong></td>
<td></td>
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</tbody>
</table>
E6.2.5 Tentative Duration of the Projected Activities

This section should contain the following components presenting a tentative duration of the projected activities for the exploration phase:

- Timing and duration of projected activities
- Explanation and justification for projected activities
- Timeline (e.g. figure)

E6.3 DEVELOPMENT CONCEPTS AND GAS COMMERCIALISATION

Future developments and production from petroleum fields will create significant value to the Lebanese society. Based on the results from regional petroleum activities and the present understanding of the resource potential, it is likely that future discoveries will be gas.

Hence, the Applicant's competence and capacity in field development under similar conditions and the understanding and experience in bringing gas to the market will be essential. The Applicant is therefore requested to include a submission addressing the following key issues:

- The main concepts and relevant experience for the development of gas resources under offshore conditions similar to those expected in the Lebanese offshore
- The key barriers and challenges for the commercialization of gas resources offshore Lebanon
- Strategic options for bringing the gas resources to the market

E6.4 NATIONAL CONTENT

One of the fundamental pillars for the oil and gas sector in Lebanon states that the sector must produce positive spill-over effects on the Lebanese economy. Additional value must be achieved through enhanced Lebanese participation in oil and gas activities. These requirements are further stipulated in the legal and contractual framework for the sector.

The Applicant should demonstrate how these national content requirements will be met and give proper references to the capabilities and experiences in this regard and provide the following submissions:

- The procurement strategy to be implemented to enhance the national content reflecting the preferential treatment of Lebanese goods and services (see the requirements in Article 27 of the Model EPA)
- The measures to be taken to integrate Lebanese suppliers in the supply chain
- The identification of potential barriers for the entrance for Lebanese suppliers and measures to be taken to overcome such barriers
- The plan to be followed to establish an effective recruitment program and to meet the required staff level of Lebanese nationals in the organization (see the requirements in Article 20.1 of the Model EPA)
- The training strategy to be implemented to facilitate employment of Lebanese and to ensure that personnel engaged in petroleum activities have adequate qualifications
E6.5 QHSE UNDERSTANDING AND IMPLEMENTATION

The Applicant is expected to describe:

- Its approach to an established and implemented management system for its petroleum activities in Lebanon including potential challenges, limitations and tentative timeframe

- Its understanding of the relevant statutory safety, health and environmental provisions, and understanding of the key roles and responsibilities of operator/licensees in relation to safety and environmental management

- A brief environmental sensitivity assessment to demonstrate awareness about any sensitivities within or immediately adjacent to the block of interest, and awareness of the potential impacts and risks that would have to be managed during the execution of potential future petroleum activities

- Any voluntary actions to mitigate emissions and offset impacts, in recognition of the national and international focus on climate change
EXHIBIT 7 – 7

COMMERCIAL PROPOSAL FORM

Block No. ___

Applicant [state names of Individual Companies]: ________________________________

1. Cost Petroleum Ceiling (%) [as applied pursuant to Article 23.3 of the definitive Model Exploration and Production Agreement]:

<table>
<thead>
<tr>
<th>Cost Petroleum Ceiling (%)</th>
<th>(to be filled)</th>
</tr>
</thead>
</table>

2. Profit Petroleum sharing formula (as defined in Article 24 of the definitive Model Exploration and Production Agreement):

<table>
<thead>
<tr>
<th></th>
<th>(to be filled)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>(to be filled)</td>
</tr>
<tr>
<td>B</td>
<td>(to be filled)</td>
</tr>
<tr>
<td>R</td>
<td>(to be filled)</td>
</tr>
</tbody>
</table>

Note:
- R must be greater than 1. B must be greater than A.
- The above mentioned percentages are on a pre-tax basis.
- Cost Petroleum Ceiling shall not exceed a limit of 65% of disposable petroleum.
- A shall have a minimum value of 30%.

Date:

________________________________________ [Typed Name of Authorized Representative]

________________________________________ [Signature of Authorized Representative]
EXHIBIT 8
THE NINE SCENARIOS AND THE COMMERCIAL BID EVALUATION METHODOLOGY

### The Nine Scenarios

**Model Fields:**

Three hypothetical model field sizes, identical in each block:

- 2 (two) tcf of gas & 14 (fourteen) mmbbl of liquids
- 5 (five) tcf of gas & 35 (thirty-five) mmbbl of liquids
- 10 (ten) tcf of gas & 70 (seventy) mmbbl of liquids

**Prices:**

Three price cases (low, base and high):

- Liquids: $50 (fifty USD)/bbl, $65 (sixty-five USD)/bbl, $80 (eighty USD)/bbl
- Gas: $4 (four USD)/mcf, $5.5 (five USD and fifty cents)/mcf, $7 (seven USD)/mcf

Liquids price assumptions are based on the Long Term Brent forecast.
Gas price assumptions are benchmarked against relevant international market gas prices with no Brent linkage and applied to domestic and export production (priced at beach).

**Discount Rate:**

The real discount rate (8%/year) will be used in calculating the discounted average total government take. A constant inflation rate of 2% / year will be assumed.

**Number of Scenarios:**

- Three (3) field sizes,
- Three (3) price cases,
- One (1) discount rate result in Nine (9) scenarios.

Scenarios should be profitable on a 'pre-tax' and 'minimum bid' basis.

**Basis of Data:**

The assumptions that are used within the scenarios are created solely for the purpose of comparing different commercial bids.

They should not be seen as an indication of the expectations of the Lebanese Petroleum Administration with respect to pricing or prospect sizes.

**Calculation of Total Government Take Methodology:**

The total government take for each bid will be calculated as the discounted net cash flow accruing to the Government of Lebanon. The total government take will consist of the following elements that are payable on a block by block basis:

- Royalty
- Government Profit Share
**Scoring Methodology:**

A - For each bid per Block:

1. For each scenario, the discounted total government take is calculated.
2. The average of a bid's total government take (TGT) for the nine scenarios is calculated.

B - The bid with the highest average Total Government Take (TGT_{\text{min}}) is given a worth of 80 marks. Other bids will receive marks as below:

\[
\text{Commercial Mark} = \frac{TGT - TGT_{\text{min}}}{TGT_{\text{max}} - TGT_{\text{min}}} \times 80
\]

Where,

- TGT_{\text{min}} is computed as the average discounted total government take (calculated based on the predefined scenarios) using the following commercial parameters:
  - A = B = 30%
  - CP = 65%

---

مرسوم رقم ٤٩٧٦

اسقاف قسم أملاك

المملكة العربية السعودية (قناة ري)

لحساب أملاك الدولة الخصوصية

في منطقة الجدة المفتوحة – قضاء المتن

إلى رئيس الجمهور،

بناءً على القرار رقم ١٤٤/١٠٠٠٠/١٠٠٠٠٠

(الملحق العربي) (والتعديلات)

بناءً على القرار رقم ٢٧٥٥/٥/٥/١٠٠٠

(إدارة وبيع أملاك الدولة الخصوصية غير المنتقلة)

بناءً على الارتداد المقدم بتاريخ ٢٠١٤/٣/٣/٥/٥/١٠٠٠

والسجل بالرقام ٢٠١٤/٣/٣/٥/٥/١٠٠٠

من مكتب المتن رقم

١٣٣ من منطقة الجدة المفتوحة – قضاء المتن.

المتن من طلبه المعاينة على إسقاف قسم أملاك

المملكة العربية السعودية (قناة ري) لحساب أملاك الدولة

الخصوصية تمهيداً لبيعه وفق القانونية والأنظمة

بناءً على موافقة المديرية العامة للموارد

المالية والاقتصادية المبتدية رقم ٢٠١٤/٣/٣/٥/٥/١٠٠٠.