

Summary of expenditure in Uganda Blocks VS cost recovered amount

| Period | Amount (USD) Amount Spent | Cost recovery approved | Disallowed/No Audit yet | |
|-----------------------------------|------------------------------|---------------------------|----------------------------|---------------------------------|
| BLOCK 1 | | | | |
| 8 October 2001 - 31 December 2002 | | | | |
| 1 January 2003 - 31 December 2003 | | | | |
| 1 January 2004 - 31 December 2004 | 11,132.00 | | | Cost Recovery Audit Complete |
| 1 January 2005 - 31 December 2005 | 314,412.00 | | | Cost Recovery Audit Complete |
| 1 January 2006 - 31 December 2006 | 690,089.00 | | | Cost Recovery Audit Complete |
| 1 January 2007 - 31 December 2007 | 10,378,117.00 | | | Cost Recovery Audit Complete |
| 1 January 2008 - 31 December 2008 | 22,587,082.00 | | | Cost Recovery Audit Complete |
| | 33,980,832.00 | 33,575,507.00 | 405,325.00 | |
| 1 January 2009 - 31 December 2009 | 16,680,203.00 | | 16,680,203.00 | Cost Recovery Audit Ongoing |
| 1 January 2010 - 31 December 2010 | 16,975,177.00 | | 16,975,177.00 | Cost Recovery Audit Ongoing |
| 1 January 2011 - 31 December 2011 | 104,828,248.00 | | 104,828,248.00 | Cost Recovery Audit Not started |
| Total expenditure | 172,464,460.00 | 33,575,507.00 | 138,888,953.00 | |
| | | | | |
| BLOCK 2 | | | | |
| 8 October 2001 - 31 December 2002 | 729,343.00 | | | Cost Recovery Audit Complete |
| 1 January 2003 - 31 December 2003 | 1,823,734.00 | | | Cost Recovery Audit Complete |
| 1 January 2004 - 31 December 2004 | 509,757.00 | | | Cost Recovery Audit Complete |
| 1 January 2005 - 31 December 2005 | 5,709,593.00 | | | Cost Recovery Audit Complete |
| 1 January 2006 - 31 December 2006 | 30,490,065.00 | | | Cost Recovery Audit Complete |
| | 39,262,492.00 | 39,208,492.00 | 54,000.00 | |
| 1 January 2007 - 31 December 2007 | 103,665,268.00 | | | Cost Recovery Audit Complete |
| 1 January 2008 - 31 December 2008 | 137,897,105.00 | | | Cost Recovery Audit Complete |
| | 241,562,373.00 | 239,158,459.00 | 2,403,914.00 | |
| 1 January 2009 - 31 December 2009 | 130,311,576.00 | 128,346,240.00 | 1,965,336.00 | Cost Recovery Audit Complete |

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|-----------------------------------|-----------------------|-----------------------|-----------------------|---------------------------------|
| 1 January 2010 - 31 December 2010 | 143,778,912.00 | | 143,778,912.00 | Cost Recovery Audit Ongoing |
| 1 January 2011 - 31 December 2011 | 157,681,210.00 | | 157,681,210.00 | Cost Recovery Audit Not started |
| Total expenditure Block 2 | 712,596,563.00 | 406,713,191.00 | 305,883,372.00 | |
| | | | | |
| BLOCK 3A | | | | |
| 1 January 2004 - 31 December 2004 | | | | |
| 1 January 2005 - 31 December 2005 | | | | |
| 1 January 2006 - 31 December 2006 | 10,009,557.00 | | | Cost Recovery Audit Complete |
| 1 January 2007 - 31 December 2007 | 38,575,532.00 | | | Cost Recovery Audit Complete |
| 1 January 2008 - 31 December 2008 | 74,396,447.00 | | | Cost Recovery Audit Complete |
| | 122,981,536.00 | 122,176,279.00 | 805,257.00 | |
| 1 January 2009 - 31 December 2009 | 33,395,454.00 | | 33,395,454.00 | Cost Recovery Audit Ongoing |
| 1 January 2010 - 31 December 2010 | 11,379,572.00 | | 11,379,572.00 | Cost Recovery Audit Ongoing |
| 1 January 2011 - 31 December 2011 | 29,081,121.00 | | 29,081,121.00 | Cost Recovery Audit Not started |
| Total expenditure | 196,837,683.00 | 122,176,279.00 | 74,661,404.00 | |

Tullow Uganda Operations Pty Ltd

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19 August 2010

Hon. Hilary Onek
Minister of Energy and Mineral Development
P.O. Box 7270
Amber House
Plot No 29/33
Kampala
Republic of Uganda

Dear Honourable Minister,

Re: S.19(1)(b) PETROLEUM (EXPLORATION AND PRODUCTION) ACT (CAP.150) MINISTERIAL DIRECTION ON KINGFISHER (KAJUBIRIZI) FIELD UNDER EXPLORATION AREA 3A

We refer to your letter of 17 August 2010 in relation to the above matter.

The Minister, in exercising his discretion under section 19(1)(b) of the Petroleum (Exploration and Production) Act (CAP.150) (the "Act"), is under a legal duty to act reasonably. In directing that the Kingfisher (Kajubirizi) Discovery Area ceases to form part of Exploration Area 3A in his letter of 17 August 2010, Tullow believes that the Minister has not acted reasonably.

Since the expiry of the initial 2 year period in which the licensee is to apply for a production licence in relation to the Kingfisher (Kajubirizi) Discovery under section 20(2) of the Act, the Minister has at all times been aware that the licensee has been continuing to progress the appraisal and development of the Kingfisher (Kajubirizi) Discovery with a view to applying for a production licence. A draft field development plan in respect Kingfisher (Kajubirizi) Discovery was submitted to the Ministry as early as August 2009 and, having received feedback from the Ministry the same month, the licensee has been in the process of revising the field development plan in anticipation of making a production licence application. The lack of recent discussion and correspondence on the field development plan supporting a production licence application between the Ministry and the licensee is attributable to the significant recent activity involved in the Heritage transaction which has pre-occupied both the Ministry and the licensee. Nevertheless, at no time prior to 17 August 2010 has the Minister suggested to the licensee that it should stop progressing activities relating to the development of the Kingfisher (Kajubirizi) Discovery and/or that the Minister intended exercising his discretion under section 19(1)(b) of the Act to direct that the discovery should cease to form part of Exploration Area 3A.

On the contrary, the Ministry has in its dealings with the licensee in relation to the Kingfisher (Kajubirizi) Discovery indicated its full support of the licensee continuing to undertake appraisal and development activity in support of its anticipated submission a production licence application notwithstanding the expiry of the 2 year period under section 20(2) of the Act in February. Some examples include:

- approval by the Ministry representatives at the Advisory Committee meeting for Exploration Area 3A held on 11 March 2010 (being after the expiry of the 2 year period under section 20(2)



of the Act) of the licensee undertaking further pre-development work on the Kingfisher (Kajubirizi) Discovery in support of the draft production licence application originally submitted by the licensee in August 2009. Attached at Appendix 1 is a copy of the signed minutes of the meeting; and

- recognition by the Minister that the applicable parties were attributing significant value to the rights to develop the Kingfisher (Kajubirizi) Discovery in both the Sale and Purchase Agreement dated 26 January 2010 between Heritage and Tullow pursuant to which Heritage sold to Tullow its 50% participating interests in Exploration Areas 1 and 3A, and the draft Sale and Purchase Agreements between Tullow and each of Total and CNOOC pursuant to which Tullow proposes to farm-down its interests in Exploration Areas 1, 2 and 3A to Total and CNOOC, each of which were submitted to the Ministry for review.

Tullow therefore considers that a legal duty to act reasonably in the exercise of the discretion under section 19(1)(b) of the Act would oblige the Minister to have informed the licensee and other relevant parties at the applicable time that it was his intention to exercise his right to direct that the Kingfisher (Kajubirizi) Discovery Area would cease to form part of Exploration Area 3A, rather than allow the parties to continue to incur significant time and cost and proceed on the reasonable expectation (promulgated by the Ministry through its conduct and implicit assurances) that the licensee would be able to submit a production licence application in respect of the Kingfisher (Kajubirizi) Discovery despite the expiry of the 2 year period under section 20(2) of the Act.

Tullow also considers that the Minister, in exercising his discretion under section 19(1)(b) of the Act, has acted unreasonably in not taking into account the extenuating circumstances associated with the Heritage transaction, and the substantial impact this has had on the timing and scope of the licensee's submission of a Kingfisher (Kajubirizi) production licence application. In the context of that delay, Heritage, in a letter dated 14 June 2010, applied to the Minister for an extension to the appraisal period in respect of the Kingfisher (Kajubirizi) Discovery pursuant to section 20(2) of the Act. This application was made following the express recommendation to do so by the Government at a meeting it held with Heritage and Tullow on 26 May 2010 (the minutes of such meeting are attached at Appendix 2). In spite of such Government recommendation, the Minister has failed to exercise reasonable discretion to grant such extension pursuant to section 20(2) of the Act and indeed has failed to make any response to Heritage's application letter.

Tullow considers that the exercise by the Minister of his discretion under section 19(1)(b) of the Act is unreasonable in that it disregards the substantial investments which the licensee has made in respect of the exploration, discovery, appraisal and pre-development of the Kingfisher (Kajubirizi) Discovery, and the overall contribution which the licensee has made to the founding of an oil industry in Uganda.

Tullow also considers that the exercise by the Minister of his discretion under section 19(1)(b) of the Act is unreasonable in that he has failed to take into account the national interest of Uganda in ensuring a prompt exploitation of Uganda's petroleum resource. Any decision by the Minister to remove the licensee's right to develop the Kingfisher (Kajubirizi) Discovery will result in a significant delay in the realisation of the petroleum resource giving rise to adverse economic consequences for Uganda.



Tullow would urge the Minister to give serious consideration to the adverse message it will send to the petroleum industry and the international investment community if the first significant discovery of oil made in Uganda (for which the licensee had been taking important steps since August 2009 towards submission of a production licence application) was unreasonably expropriated from that licensee without any prior discussion or warning. Such an act of Government would severely inhibit the development of the petroleum industry and erode investor confidence in Uganda, as well as bring into question the security of tenure of investments in the country generally.

Accordingly, Tullow requests the Minister to reconsider the reasonableness of the exercise of his discretion under section 19(1)(b) of the Act in the light of the above factors.

In view of the above, Tullow requests an urgent meeting with the Minister to discuss the above matters

We look forward to hearing from you shortly and are available to meet with you to discuss this matter at your convenience.

Yours sincerely

A handwritten signature in black ink, appearing to read "Brian Glover", written over a horizontal line.

Brian Glover
General Manager
Tullow Uganda Operations Pty Ltd

Cc : H.E. the President, the Republic of Uganda
: The Minister of Finance, Planning and Economic Development
: The Minister of Justice and Constitutional Affairs/Attorney General
: The Permanent Secretary/Secretary to the Treasury
: The Permanent Secretary, Ministry of Energy and Mineral Development
: The Ag Solicitor General, Ministry of Justice and Constitutional Affairs
: The Commissioner, Petroleum Exploration and Production Department
: Heritage Oil and Gas Limited

APPENDIX 1



**MINUTES OF THE 11TH
ADVISORY COMMITTEE MEETING
LICENCE 2/2004, BLOCK 3A**

HELD AT:

**AMBER HOUSE, KAMPALA
UGANDA**

ON:

11th March 2010

AT:

14:30 hrs

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.

**MINUTES OF THE 11TH ADVISORY COMMITTEE MEETING
LICENCE 2/2004, BLOCK 3A
HELD AT:
AMBER HOUSE, KAMPALA, UGANDA
ON 11TH MARCH 2010**

The Committee

Representing Government of Uganda:


- | | | |
|--------------------|---|---|
| F.A.K. Kaliisa | - | (Chairman) Permanent Secretary, Ministry of Energy & Mineral Development |
| Ernest N T Rubondo | - | Ag. Commissioner, Petroleum Exploration & Production Department (PEPD) |

Representing Heritage Oil Plc (Heritage)

- | | | |
|------------------|---|--|
| Brian Smith | - | (Member) Vice-President - Exploration, Heritage Oil Plc |
| Bryan R Westwood | - | (Secretary) General Manager – East Africa, Heritage Oil & Gas (U) Limited |

In attendance:

- | | | |
|----------------------|---|---|
| Moses Ogwapus | - | Assistant Commissioner Ministry of Finance |
| Honey Malinga | - | Assistant Commissioner (PEPD) |
| Frank Mugisha | - | Principal Geophysicist (PEPD) |
| Fred Kabanda | - | Principal Geologist (PEPD) |
| Joshua Lukaye | - | Senior Geochemist, (PEPD) |
| Dozith Abeinomugisha | - | Senior Geologist (PEPD) |
| Philips Obita | - | Senior Geophysicist (PEPD) |
| Steven Enach | - | Geochemist (PEPD) |
| Chris Loft | - | Deputy General Manager – Uganda Heritage Oil & Gas (U) |
| Alastair Stuart | - | Chief Petroleum Engineer Heritage Oil Plc |
| Jacques Robinson | - | Development Manager for Uganda Heritage Oil plc |
| Jim Binnie | - | Senior Operational Geologist Heritage Oil Plc |
| Phil Holley | - | Geophysicist, Heritage Oil Plc |
| Abdul Byakagaba | - | Senior Geologist – Heritage Oil & Gas (U) |





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|--------------|---|--|
| Jez Batham | - | Senior Drilling Engineer Heritage Oil Plc |
| Sean Curnow | - | Senior Drilling Engineer Heritage Oil Plc |
| Ian Cloke | - | Exploration Manager - Tullow |
| Hans Meijers | - | Development Manager – Tullow |

1. INTRODUCTION

Brian Smith informed the meeting that Heritage had done its utmost to meet the remaining licence commitments and would present the proposed solutions during the course of the meeting.

2. KAJUBIRIZI (KINGFISHER) PHASE 1 DEVELOPMENT

Jacques Robinson stated that Heritage submitted the Kingfisher Development Plan (KDP) to Government in August 2009 and received comments at the end of October 2009, adding that the KDP was still the same basic development plan as presented last August and has not moved far forward in terms of design and contracting because development plan endorsement is needed from Government before proceeding. He showed the comments received from PEPD that have been incorporated into the revised KDP as categorized under refining, reservoir engineering, project management and costing.

i) Pre-FEED Update

He discussed the KDP pre-FEED update that has involved the study (at the request of PEPD) of modular refineries, as well as the different Kingfisher development phases, adding that the KDP phased development will ensure the following:

- Start Albert Basin production history (Kingfisher is the only fully appraised field ready for development in Uganda)
- Enable refinery development
- Enable local use development
- Enable power use development
- Establish international market price for Albert Basin crude
- Establish railway infrastructure
- Maintain flexibility of destination for excess crude (Mombasa or Dar Es Salaam)
- Optimize sizing of future pipeline infrastructure, and
- Establish cash flow

Phase 1, which will start with a production rate of 4,000 bopd up to 20,000 bopd from the southern lobe will include;

- 3 existing wells completed for first years production start up end 4th quarter 2012
- 9 new production wells and 4 new water injection wells drilling starting 4th quarter 2013
- process facilities & production of 4,000 bopd to start building to 20,000 bopd
- heated 80 km pipeline to storage & truck loading facilities at the Heritage Hoima Hub (HHH)

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- crude loading to bitutainers
- bitutainers trucked from Hoima for local, refinery & power station use with excess to Jinja or Port Bell
- excess bitutainers transferred to train for Mombasa or ship for Mwanza/train to Dar s Salaam
- bitutainer crude reheated at destination for usage or onward bulk transportation

Jacques Robinson stated that the 3-phase (oil-gas-water) production will be flowed from the wellsites to a central onshore processing facility (CPF) at Buhuka flats with a capacity to handle 4-20,000bopd, where the gas and water will be separated from the oil. The gas will be used in power generation for the site and for heating the pipeline. The produced water will be treated and re-injected. The heated crude oil will be pumped up the 500m rift wall and along the heated 80km pipeline to the Hoima storage/truck loading facility. He then showed a map of the southern lobe drilling locations where drilling from onshore is feasible, stating that the highly deviated wells may eventually be replaced by Lake drilling (when available) and sub lake flowline tiebacks.

Jacques Robinson then presented the Buhuka flats central process facility plot plan, the Heritage Hoima Hub (HHH) for storage and truck loading plot plan, the Kingfisher Development schedule (Phase 1 starting February 2010 to December 2012), and the Kingfisher southern lobe drilling programme. He explained that the CPF will be designed to cater for expansion by adding facilities when Pelican and Crane come on stream, plus the pipeline to the HHH will be designed to accommodate up to 100,000bopd with an extra pumping station at the top of the escarpment. The HHH would be a central collection point for all the Block 1, 2 and 3A oil flow (and storage) before transportation to local users, the refinery, power plants with any excess to Mombasa/Dar es Salaam.

Therefore Heritage is seeking endorsement of the Kingfisher phase 1 development plan so that the FEED is carried out.

He then presented the potential Kingfisher Development Plan Phase 2a (which could be timed to come onstream as an additional supply to the refinery) as involving;

- Increased capacity on process facility of 20,000 bopd up to a total of 40,000 bopd and additional power generation of 27MW.
- Heated pipeline from Hoima to refinery, with SEHT heating of 1.4 MW/20km plus power transmission all owned/built by the future pipeline/refinery Company.
- (Potential heated pipeline from Hoima to Jinja railway terminal (265km) with similar heating system as above, plus a heated storage and rail tanker loading facility at Jinja again owned/built by others)

The KDP phase 2b Northern Lobe development will take up to three years for two lake drilled and completed production wells and two water injection wells on the northern lobe, as well as a sub-lake flow lines tied back to the CPF through a 6.5 km + 1 km heated production flow line and heated jet pump drive flow line and a water injection flow line of 7.5 km + 1 km. Additional wells may be required depending on the reservoir model.

Ernest Rubondo asked whether Heritage was sure of the connection between the southern and northern lobe when no wells are drilled on the latter. It was clarified that two lobes constitute a single mapped structure, and the subtle structural saddle between the southern and northern lobes only separates the oil pools in the uppermost reservoir interval, whereas oil pools within the

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iv) Planning for FEED

In the planning for FEED, the main aspects being addressed are; basis for design, FEED scope of work and functional specification, HAZID and RISK workshops, and therefore the next steps and timing are as follows:

- Environmental Impact Assessment – Start March/April 2010
- Geotechnical and Topographical Survey – Start March/April 2010
- Land rights / permit applications – April to November 2010
- Submit Production Licence Application / Development Plan / Petroleum Reservoir Report - April/May 2010
- Bid /Select FEED/EPCM/O&M Contractor – April/May 2010
- Tariff, trucking and infrastructure negotiations RVR & TRL – start April to November 2010
- Long Lead Item Procurement and subcontractor bids– October/November 2010
- FEED completed EPCM target price finalized, commercial negotiations complete November 2010
- Potential final Development Plan Approval and final Project Sanction – November 2010

Ernest Rubondo asked Heritage to provide a copy of the report by the pipeline engineers so that Government can satisfy itself with the scope of work done. He added that since the KDP is not yet approved, the surveys and EIAs should not go beyond the HHH at this time.

The Chairman stated that Heritage should submit the report on the selection of the pipeline route and HHH location, so that the next operator's discussions with Government are based on the information provided.

3. EXPLORATION WORK PROGRAMME

i) Seismic Acquisition in N'toroko

Phil Holley showed a map with the planned 145 km seismic line coverage that also straddles into Block 3B, and the shores of the south-eastern part of Lake Albert. He stated that the objective was to ascertain the extent of the N'toroko lead and identify if a drilling target is present.

PEPD offered assistance with an estimate depth to basement within the area, based on gravity data that was acquired along a road that traverses the area. This would potentially provide an indication of size of drilling rig required.

ii) Planning for N'toroko Area Exploration Well

It was presented that planning for N'toroko area drilling will depend on:

Review of the structure during and after seismic acquisition.

- Target depth and availability of a suitable rig, potentially the OGEC iri750.
- Confirmation of Well Design
- Mobilization of Rig dependent on agreement of "*Commencement of Operations*"



middle and lowermost reservoir intervals continue uninterrupted across the two lobes. It was further highlighted that production from the northern lobe, when it comes on-stream will lengthen the plateau production of the field.

ii) Modular Refinery Study

Jacques Robinson presented the results of the study carried out by consultants KBC on the three possible modular refineries considered for use in Uganda to provide early refining capability:

- a) Simple modular refinery (topping plant) of 10,000 bopd, takes 2.5 years to build, with estimated capex of 100 million USD (+50/-20%)
- b) Modular refinery with hydro skimming and a reformer, 10,000 bopd, takes 3 years to build, costing 150 million USD (+50/-20%).
- c) Modular refinery with hydro skimming and conversion by visbreaker, 10,000 bopd, takes 3.5 years to build, costing 220 million US dollars (+50/-20%).

KBC proposed that to balance the heavy fuel oil demand, a simple topping refinery of 8,500 bopd with 140 MW power station would be required which would only supply 2,500 of the 15,000 bopd market for white oils plus 2,000 bopd off specification high pour point fuel oil for Uganda users plus 4,000 bopd fuel oil to be consumed in the related power plant, and would require an investment of 250 million USD with a minimum payback period of seven years. However the modular refinery would delay the complex refinery by up to a further seven years from modular refinery start up due to saturating the fuel oil market and the power market..

It was pointed out by KBC that a refinery producing more fuel oil than can be consumed in the local market is uneconomical due to the transportation costs of the fuel oil. For example Mombasa refinery is currently restricted to 35,000 bpd out of a capacity of 70,000 bpd because above 35,000 bpd it needs to export fuel oil.

Therefore the KBC recommended option for Uganda is to develop the complex conventional refinery of more than 25,000 bopd with an FCC plus high conversion visbreaker and 140 MW power station. This will take up to 5 years to start up, producing 19,000 bopd of white oil (15,000 bopd supplies local market and 4,000 bopd for market growth/export.) It will also produce 2,000 bopd of on specification fuel oil for local users with 4,000 bopd fuel oil consumed in the related power plant, and requires a minimum of 1.2 billion USD of investment.

iii) Preparations for Early FEED

Jacques Robinson stated that geotechnical and topographical surveys plus Environmental Impact Assessment (EIA) were required for the flow lines, process facilities, pipeline to the Heritage Hoima Hub (HHH) and at the HHH location. He showed the Buhuka flats survey area with the preferred central process facility location between the escarpment and Masika airstrip, the northern/southern pipeline lay out routes and the HHH survey area, which will all have boreholes drilled and pits dug to study the soil/rock make up and bearing capability. He added that the pipeline routes were surveyed by pipeline engineers taking into consideration connection of future oil production from Block 1 and northern Block 2.

He then stated that the EIA scope will cover; development wells, well pads, flow lines, water extraction, central process facility, power station, permanent camp, heated pipeline to Hoima, HHH storage and trucking facility, transportation to users and Jinja rail loading.

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- 1 x Standby / Workboat. This is a multipurpose vessel capable of assisting with mooring operations as well as Oil Spill Response and Fire Fighting operations, (Costs: ±1.5 million USD / Time: ±8 months).
- 2 x Security Vessels (Optional)

Sean Curnow continued the presentation with the estimated time line suggested as follows;

- Detailed design from April to July 2010 (3 months),
- Construction from July 2010 to October 2011 (15 months), and
- Mobilisation from October 2011 to January 2012 (3 months).

Hence the milestones were:

- Commence fabrication yard civil works during 2nd quarter 2010,
- Barge construction in 3rd quarter 2010,
- Launch the barge in the 4th quarter of 2011 and
- Spud the first well in the 1st quarter of 2012.

It was said that these milestones could form the basis of an agreed 'Commencement of Operations' and that this was to be discussed in the following Agenda item.

Sean Curnow then showed a short video of how a fully-welded barge was actually constructed by the edge of a water body and subsequently launched using the airbag technique, and emphasised that the same technique could be used at Mbegu for the Lake Drilling Project.

A key advantage of the Heritage proposed LDP solution is that it is capable of drilling anywhere on Lake Albert. Hence, the same solution could therefore be utilised for drilling operations in the area previously covered by EA2. This avoids the requirement for developing an alternative solution for drilling in EA2.

4. DISCUSSION OF WORK PROGRAMME AND LICENSING STRATEGY WITH GOVERNMENT OF UGANDA

Brian Smith presented a map showing a possible Kingfisher Complex production licence which included the Pelican prospect. Noting that Pelican can only be drilled by the offshore drilling solution, it was suggested that a time period could be fixed for the drilling of one or two exploration wells and if these were not drilled within the allotted time, the area would be relinquished.

The Chairman made it clear that this would not be an acceptable solution.

Brian Smith said that bearing in mind the expiry of the Exploration Licence on September 8th 2010. Heritage has a road map on the way forward for the Lake Drilling Project, but since it is operationally impossible to drill the Lake prospects without the lake drilling solution, the Lake prospects (such as Pelican and Crane) need to be considered separately from Kingfisher. Heritage's proposal for drilling the Lake prospects centred upon the definition of 'Commencement of Operations'. If 'Commencement of Operations' is defined as when a well is spudded, it will not be possible to drill either Pelican or Crane within the remaining time allotted by the expiry of the EA in September 8th 2010. Should however the

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iii) Proposed Surveys for Lake Drilling

Jim Binnie showed maps of Block 3A site survey outlines that will involve detailed bathymetry, side scan sonar and magnetometer surveys and geotechnical coring. He stated that there was an urgent need to initiate EIAs and tender for the above work, specifically the geotechnical data acquisition as this formed an integral part of any Lake drilling campaign

iv) Proposed Lake Drilling Project (LDP)

It was stated that at the previous August ACM, Brian Smith had promised Government to provide a Heritage-operated solution to drilling on Lake Albert in the shortest possible timeframe. Work commenced immediately and Heritage was ready to present their proposed LDP solution in December. However the delay to the ACM meant that the solution could not be presented until the ACM (held in March). The Heritage LDP solution was presented by Sean Curnow to the ACM,

Sean Curnow stated that drilling on Lake Albert presents a unique challenge due to its land locked location (1200km inland); significant water depth (up to 55m); challenging environmental conditions (waves / squalls); seismically active area; very soft lake bed sediments; no existing infrastructure and minimal marine support.

Due to the shallower nature of Lake Albert in EA3A and EA1, compared to EA2, Heritage revisited various options for the LDP. The solutions considered were:

- Floating barge mounted with land or platform drilling rig, could be a modular barge, fully welded barge or concrete.
- Jack-up barge mounted with land or platform drilling rig, which could be a modular jack-up barge (tender assist) or fully welded jack-up barge.
- Shallow water platform mounted with land or platform drilling rig, only suitable for Crane prospect.

After considering the bathymetry at the Kingfisher, Pelican and Crane areas, and considering also the total number of exploration and production wells required (12-21wells), plus an estimated duration of 3-5 years needed to complete the Lake Drilling Project, Heritage proposes the best solution for the Lake Drilling as use of a floating drilling barge (fully welded) mounted with land or platform drilling rig. The major equipment required for this is:

- 1 x Drilling Rig / Services
- 1 x Drilling Barge (2 x Life Boats), fully welded, possibly self propelled and preferably fitted with a pedestal crane. (Cost: ±14 million USD / Time: 12-15 months).
- 1 x Anchor Barge (pre-laying anchor spread), modular or fully welded, self propelled with winches and mooring system, (Cost: 3-4 million USD / Time: ±12 months).
- 2-3 x MP Barges (dependent on Cuttings Discharge approval), modular barges, self propelled, loaded by roll-on /roll off method or conventional quay side loading, (Cost: ±2 million USD each / Time: ±10 months).
- 2 x Tugs for towing, anchor/ docking/ launch assist, (Cost: ±2.5 million USD each / Time: ±10 months).
- 2 Fast Crew Change Boats to service the drill barge/anchor barge with crew change, medivac and rescue. (Cost: ±1 million USD each / Time: ±6 months).

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'Commencement of Operations' be defined by a sizeable expenditure commitment such as the commencement of construction of the fabrication yard for construction of the drilling barge on the shores of the Lake (at Mbegu), then the commitment could be met to enable the Pelican and Crane prospects to be drilled within the remaining Term of the Licence.

The Chairman asked Heritage to give Government the information on the Heritage-operated LDP for consideration before advising on the way forward, adding that since Kingfisher is a discovery and appraised, it should not be linked to the drilling of exploration prospects such as Pelican and or Crane in any way.

He emphasized that when a licence expires at the end of the Third Period, the area must be subject to relicensing because extending the licence would be against the law.

Ernest Rubondo suggested that the lake drilling solution can be used for KDP wells and the cost of LDP could be spread between other future Operators drilling on the Lake to which the Chairman added that Government welcomes innovations to enhance developing the Kingfisher field and progressing with drilling on the Lake.

Brian Smith asked if 'Commencement of Operations' could be defined as pad construction for a well in the N'toroko area.

The Chairman responded that the definition of 'Commencement of Operations' would be the spud date of the well.

Brian Smith also asked for, clarity regarding licence expiry during drilling operations and The Chairman responded by stating that if the drilling operations were ongoing at the time of licence expiry and a discovery had not been declared, then the Licensee could not continue to operate, and if required Government would take over completion of the well.

The Chairman further added that the Operator could plan to drill the N'toroko well if the Operator had had innovations to complete the well before licence expiry.

5. BUDGET

The proposed budget for 2010 was presented and the following changes recommended as part of the budget approval.

- The 2009 budget should be included in the submission for comparison
- Licence Management costs to be split 50/50 between Blocks 1 and 3A.
- 2D seismic acquisition and processing for the N'toroko area should be assigned to the Contingent Budget with the N'toroko exploration well
- Site and Geotechnical surveys for Lake Drilling should be restricted to only the Kingfisher area and budgeted accordingly.
- Corporate Social Responsibility should not feature in the Budget
- The 2009 Actual Expenditure should be submitted

h. a.

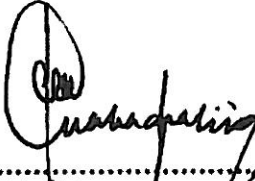


6. ANY OTHER BUSINESS

Ernest Rubondo said that the land acquired by Heritage at Mbegu covered a greater area than earlier agreed, which is causing discomfort to the local community. Heritage was asked to provide justification for that area of land in relation to its needs.

The Chair informed the meeting that Uganda will be hosting the East African Petroleum Conference from February 2nd to 4th 2011 (EAPC 2011), and therefore Government requests support and presentation of papers so that the country holds a successful conference.

He then thanked Heritage for the presentations and the good work done since January 15th 1997.



.....
CHAIRMAN
for the Government of Uganda



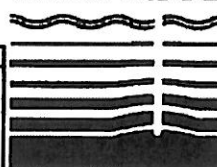
.....
SECRETARY
for Heritage Oil & Gas Ltd



Uganda Exploration Licence 2/04 - Block 3A
2010 Budget - updated March 2010
 US Dollars

DRAFT

HERITAGE



LICENCE MANAGEMENT

Kampala Office Costs 50%

Expatriate Salaries
 Expatriate Travel
 Local Salaries
 Staff Subsistence
 Officeyard/Cottage Rental
 Office Equipment/Furniture
 Communications
 Staff Accommodation
 Office Running Costs
 Motor Vehicles Running Costs
 Security
 Bank Charges
 Audit Fees
 Legal Fees
 Tax Consultancy
 Public Relation
 Other Direct Costs

Licence Costs

Performance Bond
 Training Levy
 Licence Rental

London Office Costs 50%

Timewriting
 Travel
 Bank Fees

TOTAL LICENCE MANAGEMENT

WORK PROGRAMME

Geology & Geophysics

Geological Studies
 Geophysical Studies
 Earthquake monitoring
 2D Seismic Survey (Ntoroko Tz and Land) - 145km
 Seismic Processing

Drilling and Development

Mbegu Site
 Bugoma Site
 Drilling one well (Ntoroko area)

Kingfisher Development

1) Kingfisher Pre-FEED AFE41
 2) Early FEED
 3) FEED

4) Contingent Kingfisher Development

Operator costs
 Project Management/Detailed design
 Equipment procurement

5) Mbegu Warehouse Phase 2

6) Site Surveys (Rig Positioning and Shallow Gas)
 Kingfisher Northern Lobe
 Kingfisher Main

7) Geotechnical Surveys (for conductor and anchorage)
 Kingfisher Northern Lobe and Main

Lake Drilling

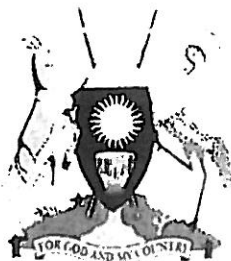
Detailed Design / Construction
 Barges/Boats/Tugs
 Onshore Infrastructure
 Logistics
 Long Lead Items
 Letter of Limited Award

TOTAL WORK PROGRAMME

TOTAL BUDGET

| Firm | Contingent | Total |
|-------------------|--------------------|--------------------|
| 235,500 | | |
| 47,500 | | |
| 224,000 | | |
| 50,000 | | |
| 102,142 | | |
| 17,500 | | |
| 72,000 | | |
| 19,827 | | |
| 34,285 | | |
| 52,500 | | |
| 17,250 | | |
| 8,577 | | |
| 8,000 | | |
| 24,000 | | |
| 15,000 | | |
| 100,000 | | |
| 23,500 | | |
| 1,851,381 | 0 | 1,851,381 |
| 11,250 | | |
| 75,000 | | |
| 19,475 | 590,156 | |
| 105,725 | 590,156 | 695,881 |
| 1,853,000 | | |
| 109,513 | | |
| 50,000 | | |
| 1,912,513 | 0 | 1,912,513 |
| 2,968,618 | 590,156 | 3,558,774 |
| 150,000 | 100,000 | |
| 100,000 | | |
| | 250,000 | |
| 3,500,000 | | |
| 125,000 | | |
| 3,875,000 | 350,000 | 4,225,000 |
| 1,800,000 | | |
| 1,200,000 | | |
| | 20,000,000 | |
| 1,200,000 | | |
| 6,200,000 | | |
| 10,000,000 | | |
| | 3,000,000 | |
| | 12,000,000 | |
| | 110,000,000 | |
| 750,000 | | |
| 2,250,000 | | |
| 4,500,000 | | |
| | 3,500,000 | |
| 5,000,000 | 18,590,000 | |
| | 30,500,000 | |
| | 8,000,000 | |
| | 7,000,000 | |
| | 23,000,000 | |
| | 2,500,000 | |
| 36,990,000 | 238,090,000 | 274,990,000 |
| 40,775,000 | 238,440,000 | 279,215,000 |
| 43,744,618 | 239,030,156 | 282,774,774 |

APPENDIX 2



**MINUTES OF THE MEETING HELD BETWEEN GOVERNMENT OF
UGANDA, HERITAGE OIL AND GAS LIMITED (HERITAGE) AND TULLOW
OIL (TULLOW) REGARDING THE SALE OF HERITAGE'S ASSETS IN
UGANDA TO TULLOW**

AMBER HOUSE, KAMPALA

26TH MAY 2010,

1. INTRODUCTION

A meeting between Government of Uganda (Government), Heritage Oil and Gas Limited, (Heritage) and Tullow Oil (Tullow) on the acquisition of Heritage's assets in Uganda by Tullow was held at the Ministry of Energy and Mineral Development in Kampala on 26th May 2010.

The meeting was held primarily for the Parties to address the issues emerging from the Sale and Purchase Agreement (SPA) and taxation. The meeting was attended by representatives of Government, Heritage and Tullow. The list of attendees is attached hereto as Annex-1.

The Agenda for the meeting adopted is attached hereto as Annex-2.

2. OPENING REMARKS

Mr. F.A Kabagame-Kaliisa, the Chairperson opened the meeting at 12:00pm and thanked the attendees for turning up on a short notice. He reconfirmed Government's interest to ensure that the pre-emption and sale of Heritage's assets in Uganda to Tullow is concluded at the earliest opportunity to facilitate continued investment in and development of the oil and gas sector in the country.

He highlighted Government's interest in achieving a harmonious conclusion of the transaction and the need to ensure that the provisions enshrined in the country's legislation and the respective Production Sharing Agreement (PSA), are upheld. In that regard, he highlighted that Government has concerns that the Parties to the SPA need to address in the meeting.

In light of the fact that the transaction attracts taxes, the Chair observed that there was an urgent need for the Parties to agree on the taxes arising out of this transaction would be managed.

The chairman further informed the meeting that there were issues in the SPA which Government required clarification on.

Remarks by Heritage

Mr. Paul Atherton, Director (Heritage Oil and Gas Limited) expressed Heritage's willingness to engage in constructive dialogue with Government to ensure that the ongoing transaction with Tullow is concluded at the earliest opportunity and the satisfaction of all Parties involved.

He confirmed that Heritage was working with Government to address concerns that were earlier communicated and that it was open to take onboard any additional issues that may require clarification and/or action.

He proposed that formal Letters could be forwarded to Government to respond to any issues arising out of the meeting or consideration could be made for the records of this Meeting to be endorsed by all parties.

Remarks by Tullow

Mr. Graham Martin, General Counsel and Director (Tullow Oil) expressed Tullow's agreement with Heritage on the subject matters in the SPA and pledged the company's support to provide clarifications and propose solutions where required by Government.

3. ISSUES ARISING FROM THE SALE AND PURCHASE AGREEMENT (SPA) BETWEEN TULLOW AND HERITAGE

Government informed Heritage and Tullow that having reviewed the SPA, a number of issues that require clarification and correction were identified. These issues were presented, discussed and agreed upon as follows:

3.1 Effective Date

Effective Date for the SPA is 26th January 2010 whereas Section 4.4 and 4.14 of the SPA makes reference to 18th December 2009.

Discussion:

- Tullow and Heritage concurred that neither of the dates reflected in the SPA applied and clarified that the accurate Effective Date was 17th January 2010, the date on which Tullow exercised its pre-emption rights.
- In view of the clarification Government advised that the error be rectified.

Agreement:

- Heritage will present a formal clarification to Government rectifying this error.

3.2 Shareholding Percentages

Government observed that Recital D of the SPA assigns Heritage Oil and Gas Limited 99.9% of the shares while 0.01% is assigned to Heritage Oil and Gas Holdings Limited and sought clarification on the ownership of the remaining 0.09% of the shares.

Discussion:

- Heritage noted the observation and noted that it had not been realized that a 0.09% of the shares were unaccounted for.
- Heritage assured Government and Tullow that no ownership of shares exists outside the Heritage Group and that the balance would be clarified.

Agreement:

- Heritage will consult and revert back to Government with a clarification on the subject matter.

3.3 Tax Relief

Government informed the Meeting that the conditions set out in Article 3.1(b) for the payment of US\$ 150,000,000.00 after the grant of a tax relief was unacceptable and proposed an amendment to the Article.

Discussion:

- Heritage acknowledged that the schedule originated from the Heritage-Eni SPA and the basis was to set out possibilities of a tax relief being granted to Eni upon commencement of commercial production.
- Heritage proposed that the Article should be retained considering that the SPA is not binding to Government by virtue of the fact that Government was not a Party and signatory and therefore, it would have no effect on Government's position on tax relief.
- Tullow indicated that it would welcome carrying on with the responsibility in order to meet the conditionality of the pre-emption bid matching the Eni bid.
- It was emphasized that there was need for assurance that the presentation of the tax relief in the SPA does not introduce unwarranted obligations to Government.

Agreement:

- Government would not be bound by this and this would be communicated when giving consent.

3.4 The Kingfisher Discovery

Government pointed out that contrary to Article 4.1(d, (xiii)) of the SPA, the Law provides for the application of a Production License accompanied by an agreed Field Development Plan (FDP) which Government has not received in respect of the Kingfisher Discovery.

Government advised that for the Kingfisher discovery to remain an asset under Heritage and therefore make it eligible for sale, Heritage needs to apply for extension of its tenure over the discovery as provided for in the Law.

Discussion:

- Heritage explained that the company had considered it not appropriate to apply for a production license prior to Government's agreement on the FDP and understood that it was Government's approval of the FDP that would pave way for the application for a production license.
- Tullow believed that Eni at the commencement of their negotiations with Heritage required clarification on the status of the Kingfisher discovery, a situation which does apply to Tullow since it's a partner in EA3A and therefore, has a good understanding of the status of the discovery.

Agreement:

- Heritage will submit an application for the extension of the appraisal period for Kingfisher Discovery.

3.5 Recoverable Costs

Government noted reference to accurate and complete records of recoverable costs in Article 4.1(o) of the SPA and sought clarification considering that the audits which establish agreed recoverable costs have not been finalized.

Discussion:

- Heritage clarified that the provision on recoverable costs in reference was purely a presentation and warranty to Tullow that Heritage has accounted for its exploration costs accurately and in accordance with the agreed accounting procedures.
- Heritage and Tullow concurred that only the PSAs provide the basis for establishing and addressing recoverable costs and that the provisions will be fully complied with.

Agreement:

- The Warranty in the SPA on recoverable costs is not binding to Government.
- In handling and addressing matters of cost recovery, the Parties to the SPA will fully comply with the provisions of the PSAs.

3.6 Farm-down of Interest

Government noted that Articles 11.3 and 11.4 make reference to the buyer not having the right to sell the assets within 2 years and proposed that this provision be dropped

since Tullow will be required to farm-down these assets in order to comply with Government's requirement of avoiding a monopoly in the sector.

Discussion:

- Heritage shared Government's view that the condition in the provision was inherited from the Heritage-Eni SPA and would not necessarily apply to the Tullow-Heritage transaction.
- Tullow cautioned that the Parties cannot make fundamental changes to the SPA for fear of invalidating Tullow's pre-emption bid.
- Heritage proposed retention of the Article given that Government is not bound by the SPA.

Agreement:

- The Articles will be retained but are not binding on Government and will therefore not be used to stop any subsequent farm down of these assets.

3.7 Assets of Heritage

Government observed that an evaluation of Heritage's assets in Uganda had been previously attached to the Heritage-Eni SPA but was noted lacking in Tullow's pre-emption bid and required a clarification.

Discussion:

- Heritage informed Government that the Asset Evaluation was meant to be a Schedule to the SPA.

Agreement:

- Heritage will provide the Asset Evaluation as a Schedule to the SPA.

3.8 Interest Naming

Government advised that the assets under consideration are governed under the Petroleum (Exploration and Production) Act and the Production Sharing Agreements for Exploration Areas 1 and 3A that use of blocks in the SPA was contrary to the definition of blocks in the Petroleum Act and therefore, required to be amended appropriately.

Agreement:

- Heritage will address the contradiction in the naming of these assets.

3.9 Place of Closing

Government noted that Article 8 of the SPA refers to closing the sale in Amsterdam, the Netherlands and required clarification whether this was still applicable recognizing the fact that it originated from the Eni SPA.

Discussion:

- Heritage confirmed that closing of the sale will be in Amsterdam, the Netherlands.

4. TAXATION AND MECHANISM OF RECOVERY

Government observed that Heritage Oil and Gas Limited was incorporated in the Bahamas and therefore, does not qualify as a resident company for tax purposes under the Income Tax Act. In this regard, the Meeting needs to agree on a mechanism for payment of the taxes associated with the transaction in accordance with the provisions of the relevant Laws.

Government reiterated that it required assurance with regards to the mechanism for payment of the taxes arising out of this transaction as required by Law so that issues of taxation do not become an impediment to Government's approval process.

Discussion:

- Heritage explained that in their view, it would be inappropriate to consider the mechanism before the amount in taxes was agreed on.
- Heritage agreed to dialogue with Uganda Revenue Authority (URA) regarding the taxes payable by Heritage prior to discussions on the collection mechanism.
- Government proposed that engagement between Heritage and URA should commence at the earliest opportunity and advised that the consultations should be undertaken without any conditionality to the fact that Heritage was still awaiting consent.

Agreement:

- Heritage and URA agreed to commence discussions later in the day on the assessment of taxes associated with this transaction.

5. ANY OTHER BUSINESS

It was agreed that a follow-up meeting between Government and the Parties to the SPA is held on 27th May 2010 starting 2:00pm to evaluate the progress of the dialogue between URA and Heritage on taxation and that the venue would be communicated at a later time.

There being no any other business, the Chairperson adjourned the meeting at 1:55pm.

Signed this 27th day of May 2010.

F.A Kabagambe-Kaliisa
For and on Behalf of
GOVERNMENT OF UGANDA

Brian Smith
For and on Behalf of
HERITAGE OIL AND GAS LIMITED

Graham Martin
For and on Behalf of
TULLOW UGANDA LIMITED

ANNEX-1: ATTENDANCE LIST

Government of Uganda (GoU)

- | | |
|--------------------------|--------------------------------------|
| 1. F.A Kabagambe-Kaliisa | Permanent Secretary-MEMD/Chairman |
| 2. B. Kainamura | Acting Solicitor General, MoJ&CA |
| 3. Lawrence K Kiiza | Director, Economic Affairs, MoFP&ED |
| 4. Ernest N.T Rubondo | Acting Commissioner-PEPD, MEMD |
| 5. Moses Kajubi | Commissioner-Domestic Tax, URA |
| 6. Honey Malinga | Assistant Commissioner, PEPD |
| 7. Doris Akol | Assistant Commissioner-Legal, URA |
| 8. Rebecca Nassimbwa | Acting Assistant Commissioner, URA |
| 9. Peninnah Aheebwa | Senior Development Economist/MEMD |
| 10. Phillips Obita | Senior Geophysicist(PEPD)/Rapporteur |

Heritage Oil and Gas Limited (Heritage)

- | | |
|-------------------|----------------------------|
| 11. Brian Smith | Vice President Exploration |
| 12. Paul Atherton | Director |

Tullow Oil (Tullow)

- | | |
|-------------------|---------------------------|
| 13. Graham Martin | General Counsel, Director |
| 14. Richard Inch | Group Tax Manager |
| 15. Brian Glover | General Manager, Director |

ANNEX-2

Meeting between Government of Uganda (GoU), Heritage Oil and Gas Limited (Heritage), and Tullow Uganda Limited (Tullow) on the pre-emption and sales Heritage's Interest in Uganda to Tullow

Venue: Amber House, Kampala

Date: 26th May 2010

Agenda:

1. Opening Remarks
2. Issues arising from the Sale and Purchase Agreement (SPA) between Tullow and Heritage
3. Taxation and mechanism of recovery
4. Any Other Business (AOB)

THE NAME OF THE COMPANY HAS
BEEN CHANGED FROM 'ENERGY
AFRICA UGANDA LIMITED' TO
'TULLOW UGANDA LIMITED'
W.e.f. 10TH OCTOBER, 2008



THE REPUBLIC OF UGANDA

CERTIFIED TRUE COPY



MAUUAH ATUZARISWE

ASST. REGISTRAR OF COMPANIES.



MAUUAH ATUZARISWE

ASST. REGISTRAR OF COMPANIES

THE COMPANIES ACT

(Section 371(1))

CERTIFICATE OF REGISTRATION

I CERTIFY that.....~~ENERGY-AFRICA-UGANDA-LIMITED~~ NAME CHANGED TO:-

.....**TULLOW UGANDA LIMITED**.....

incorporated in

has this day been registered under section 370, Part X of the Act.

DATED at Kampala this.....**8TH OCTOBER, 20.08**...

SGD BY:- **JOEL COX OJUKO**

ASST, Registrar of Companies.



NO. F. 1541

THE REPUBLIC OF UGANDA

THE COMPANIES ACT
(Section 371(1))

CERTIFICATE OF REGISTRATION

that ENERGY AFRICA UGANDA LIMITED

in THE ISLE OF MAN

been registered under section 370, Part X of the Act.

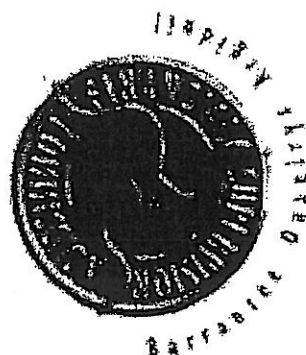
Kampala this 8TH OCTOBER, 2001

ASST.

JOEL COX OJUKO

Registrar of Companies.

No: 103554C



**FINANCIAL SUPERVISION COMMISSION
ISLE OF MAN**

Certificate of Change of Name

THE FINANCIAL SUPERVISION COMMISSION hereby certify that pursuant to the Companies Acts 1931 to 2004

Energy Africa Uganda Limited

has, by SPECIAL RESOLUTION, and with the approval of the FINANCIAL SUPERVISION COMMISSION, changed its name and is now called

TULLOW UGANDA LIMITED

This 3rd day of July 2007

Manager
Companies Registry



103554C



FINANCIAL SUPERVISION COMMISSION

COMPANIES REGISTRY
ISLE OF MAN

Certificate of Incorporation

THE FINANCIAL SUPERVISION COMMISSION CERTIFY THAT

Energy Africa Uganda Limited

**is this day incorporated under the COMPANIES ACT 1931 to 1993 and
that the Company is Limited.**

This 23RD day of JUL 2001

Assistant Manager
Companies Registry



W.e.f. 13TH DECEMBER, 2005 THE NAME
OF THE COMPANY HAS BEEN CHANGED FROM
HARDMAN PETROLEUM AFRICA P.L.C. TO
HARDMAN PETROLEUM AFRICA PTY
LIMITED

N. 1542



THE REPUBLIC OF UGANDA

CERTIFIED TRUE COPY

BENTUR YASINGURA

REGISTRAR OF COMPANIES.

BENTUR YASINGURA

REGISTRAR OF COMPANIES.

THE COMPANIES ACT

THE NAME HAS CHANGED FROM
HARDMAN PETROLEUM AFRICA PTY LTD (Section 371(1))

TO HARDMAN PETROLEUM AFRICA PTY LIMITED

W.e.f. 21ST MAY, 07.

CERTIFICATE OF REGISTRATION

BENTUR YASINGURA

REGISTRAR OF COMPANIES.

I CERTIFY that HARDMAN PETROLEUM AFRICA PTY LTD

HARDMAN PETROLEUM AFRICA PTY LTD

incorporated in UGANDA

UGANDA

has this day been registered under section 370, Part X of the Act.

DATED at Kampala this 8TH OCTOBER, 2007

SIGNED BY: JOEL OKOKO

1997

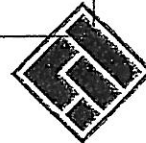
Registrar of Companies.

RICHARD O'SHANNASSY & CO
Level 1
14 Outram Street
WEST PERTH WA 6005

*I certify that this is a
true copy of the original.*

SLW
SOLICITOR

~~PULLINGER-READHEAD-LUCAS~~
COMMERCIAL LAWYERS
PO BOX 630 WEST PERTH WA 6872
Tel: (08) 9320 4999



Certificate of Registration on Change of Name

This is to certify that

TULLOW UGANDA HOLDINGS PTY LIMITED

Australian Company Number 008 889 781

did on the twenty-first day of May 2007 change its name to

TULLOW UGANDA OPERATIONS PTY LTD

Australian Company Number 008 889 781

The company is a proprietary company.

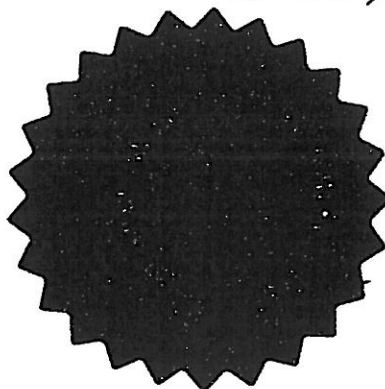
The company is limited by shares.

The company is taken to be registered under the Corporations
Act 2001 in Western Australia and the date
of commencement of registration is the fourth day of April, 1979.

PAUL ANTHONY HOPPER WRIGHT
NOTARY PUBLIC, PERTH

15th 2007

Issued by the
Australian Securities and Investments Commission
on this twenty-first day of May, 2007.



AM

Anthony Michael D'Aloisio
Chairman

CERTIFICATE

RICHARD O'SHANNASSY & CO PTY LTD
Level 2
46-50 Kings Park Road
WEST PERTH WA 6005

*I certify that this is a
true copy of the original.*
Shir
Solicitor

PULLINGER READHEAD LUCAS
COMMERCIAL LAWYERS
PO BOX 630 WEST PERTH WA 6872
Tel: (08) 9320 4999



Certificate of Registration on Change of Name

This is to certify that

HARDMAN PETROLEUM AFRICA PTY LTD

Australian Company Number 008 889 781

did on the fifteenth day of May 2007 change its name to

FULLOW UGANDA HOLDINGS PTY LIMITED

Australian Company Number 008 889 781

The company is a proprietary company.

The company is limited by shares.

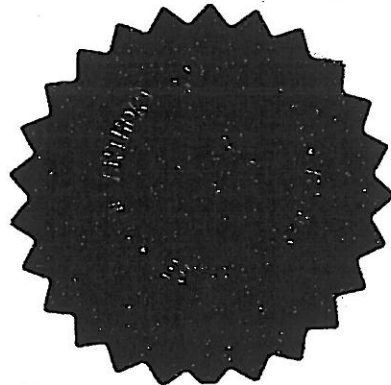
The company is taken to be registered under the Corporations
Act 2001 in Western Australia and the date
of commencement of registration is the fourth day of April, 1979.

PAUL ANTHONY HOPPER WRIGHT
NOTARY PUBLIC, PERTH

1 June 2007

Issued by the
Australian Securities and Investments Commission
on this fifteenth day of May, 2007.

Anthony Michael D'Aloisio
Chairman



RICHARD O'SHANNASSY & CO PTY LTD
Level 1
14 Outram Street
WEST PERTH WA 6005

Certificate of the Registration of a Company

Corporations Act 2001 Paragraph 1274 (2) (b)

This is to certify that

MEDA PETROLEUM N.L.

Australian Company Number 008 889 781

is taken to be registered as a company under the
Corporations Act 2001 in Western Australia.

The company was **a no liability company**.

The company was a **public** company.

On the fifteenth day of December 1997 the company changed its name to
HARDMAN PETROLEUM (GUYANA) NL

On the twenty-seventh day of September 2001 the company changed its name to
HARDMAN PETROLEUM AFRICA NL

On the twentieth day of June 2003 the company converted to a
proprietary company and the name changed to
HARDMAN PETROLEUM AFRICA PTY LTD

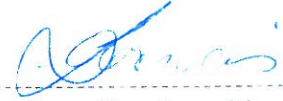
On the twentieth day of June 2003 the company changed to
a company limited by shares.

On the fifteenth day of May 2007 the company changed its name to
TULLOW UGANDA HOLDINGS PTY LIMITED

On the twenty-first day of May 2007 the company changed its name to
TULLOW UGANDA OPERATIONS PTY LTD

The day of commencement of registration is
the fourth day of April 1979.

Issued by the
Australian Securities and Investments Commission
on this twenty-second day of May, 2007.



A delegate of the Australian Securities and Investments Commission

EMAIL CORRESPONDENCE WITH BANK OF VALETTA

From: Charles Azzopardi [<mailto:charles.azzopardi@bov.com>]

Sent: 14 October 2011 14:24

To: George Cazenove

Cc: Graham Martin; Alasdair Murray; Chris Perry

Subject: Fw: Tullow Oil plc / Ugandan parliament

Dear Mr Cazenove

Your email addressed to the Bank's Investor Relations Officer was forwarded to this Department for our attention.

Please note that we have been approached by Reuters and we informed them that, in view of our obligation of professional secrecy, we are unable to comment on specific cases.

We can also confirm that what is stated with regards to the Bank in the attached copy of a letter purporting to be from the Malta Police is correct.

Finally, kindly be informed that, at this stage, the Bank is not minded to issue any public statement on the matter.

Regards

Charles Azzopardi
Manager Marketing Communications
Bank of Valletta p.l.c.
Tel. 2275 3481

----- Forwarded by Investor Relations Officer/BOV on 14/10/2011 13:00 -----

George Cazenove
<george.cazenove@tullowoil.com>

To "iro@bov.com" <iro@bov.com>

cc Graham Martin <Graham.Martin@tullowoil.com>, Alasdair Murray
<alasdair.murray@tullowoil.com>, Chris Perry
<Chris.Perry@tullowoil.com>

14/10/2011 12:30

Subject Tullow Oil plc / Ugandan parliament

PRIVATE AND CONFIDENTIAL

Dear Mr. Soler,

I am George Cazenove, Tullow Oil plc's Head of Media Relations, and I work within our Investor Relations department.

Thank you for taking my call earlier.

Tullow Oil plc is a FTSE100 oil and gas company listed on the London, Dublin and Ghana Stock Exchanges and has a market capitalization of approximately £12.5bn. For more details about our business please visit www.tullowoil.com. As the website shows we operate in 22 countries around the world, mostly in Africa, with our key operations being in Ghana and Uganda.

Earlier this week Tullow Oil was accused in the Ugandan Parliament of paying bribes to various Ugandan politicians via the Bank of Valetta. We have strenuously denied these claims both through the press and a letter to the Ugandan Speaker (attached). In our letter we have stated clearly that we do not and have never had a bank account with any Maltese banks. The documents that supposedly support these claims have now been made public having been laid before the Ugandan Parliament. I am aware that Reuters have seen the documents and possibly have already contacted your PR department. I attach the documents for your reference and to ask whether the Bank of Valetta might make any public statement about their validity.

I should state clearly that Tullow Oil plc has no knowledge of the original provenance of these documents nor of the motives behind their fabrication.

Alongside the documents relating to the BoV, there is also a letter purporting to be from the Maltese Police, stating that they have contacted the BoV and an email from the Metropolitan Police in London. These were also laid in front of the Ugandan Parliament. I cannot guarantee their authenticity at present.

I have copied Tullow's General Counsel, Graham Martin; Tullow's Senior Legal Advisor, Alasdair Murray; and Tullow's Head of Investor Relations, Chris Perry.

I look forward to hearing from you.

Kind regards,
George Cazenove

George Cazenove
Head of Media Relations
Tullow Oil plc

☎ work: +44 (0) 20 3249 9997

☎ mobile: +44 (0) 7834 767054

✉ email: george.cazenove@tullowoil.com

🌐 internet: www.tullowoil.com

9 Chiswick Park, 566 Chiswick High Road, London, W4 5XT

TULLOW UGANDA OPERATIONS PTY LIMITED
LIST OF UGANDA NATIONAL EMPLOYEES AND THEIR RESPECTIVE SALARY BANDS
APRIL 2012

| No. | First Name | Surname | Job Title | Function | Grade |
|-----|------------------|-------------------|---|--------------------------|-------|
| 1 | Adrian | Bukenya | Commercial Advisor | Commercial | 53 |
| 2 | Gilbert | Kamuntu | Commercial Advisor | Commercial | 53 |
| 3 | Hilary | Twinamatsiko | Trainee Cost Engineer | Development Projects | 44 |
| 4 | Joyce | Kakaire | Document Controller | Development Projects | 48 |
| 5 | Angela | Nassali | Nurse | EHS | 44 |
| 6 | Barbara | Nalukowe | Permitting & Consents Advisor | EHS | 54 |
| 7 | Betty | Lubega | Environmental Adviser | EHS | 51 |
| 8 | Lynda | Biribonwa | Corporate Environmental Adviser | EHS | 54 |
| 9 | Dan | Mainza | Environmental Adviser | EHS | 51 |
| 10 | David Francis | Muramuzi | Security Operations Coordinator | EHS | 48 |
| 11 | Derrick | Kyaterekera | Environmental Adviser | EHS | 51 |
| 12 | Herbert | Ntare | EHS Advisor | EHS | 50 |
| 13 | Ivan Charles | Waiswa | EHS Advisor | EHS | 50 |
| 14 | Jack | Ntumwa | Operations Security Supervisor | EHS | 50 |
| 15 | John | Eropu | Security Operations Adviser | EHS | 48 |
| 16 | Joseline | Nyakato | Environmental Adviser | EHS | 51 |
| 17 | Juliet Kiiza | Kabasiita | Field Environment Advisor | EHS | 50 |
| 18 | Lorna | Ngabirano | Environmental Adviser | EHS | 51 |
| 19 | Lydia | Massa | Nurse | EHS | 44 |
| 20 | Mabel | Sebikari | Field Environmental Superintendent | EHS | 53 |
| 21 | Robert | Mugabi | EHS Advisor | EHS | 50 |
| 22 | Robert | Lwanga | Environmental Advisor, Studies & Projects | EHS | 54 |
| 23 | Ronald | Okello | EHS Advisor | EHS | 50 |
| 24 | Ronald Kateregga | Ssimbwa | Field Environment Advisor | EHS | 50 |
| 25 | Susan | Busingye | EH&S Technical Assistant | EHS | 45 |
| 26 | Abdul | Byakagaba | Geologist | Engineering & Operations | 54 |
| 27 | Benson | Ainebyona | Graduate Reservoir Engineer | Engineering & Operations | 46 |
| 28 | Alex | Male Nsereko | Field Civil Engineer | Engineering & Operations | 51 |
| 29 | Alfred | Busobozi | Field Operations Supervisor | Engineering & Operations | 51 |
| 30 | Amiisi | Mukama | Field Civil Engineer | Engineering & Operations | 51 |
| 31 | Collins | Opio | Field Manager | Engineering & Operations | 57 |
| 32 | Denis | Kiyingi | Trainee Production Technician | Engineering & Operations | 46 |
| 33 | Dennis | Kiwanda | Trainee Production Technician | Engineering & Operations | 46 |
| 34 | Fredrick | Musisi | Camps Operations Supervisor | Engineering & Operations | 51 |
| 35 | Godfrey | Ojambo | Field Operations Supervisor | Engineering & Operations | 51 |
| 36 | Herbert | Musoke | Field Civil Engineer | Engineering & Operations | 51 |
| 37 | Innocent | Osuna | Field Operations Supervisor | Engineering & Operations | 51 |
| 38 | Joseph | Epaja | Field Civil Engineer | Engineering & Operations | 51 |
| 39 | Joseph | Kibirango | Civil Engineering Manager | Engineering & Operations | 54 |
| 40 | Joy | Mutungi | Operations Team Assistant | Engineering & Operations | 44 |
| 41 | Nana | Kagga | Trainee Petroleum Engineer | Engineering & Operations | 46 |
| 42 | Kenneth | Opitto | Field Operations Supervisor | Engineering & Operations | 51 |
| 43 | Johann | Kisekulo | Graduate Reservoir Engineer | Engineering & Operations | 46 |
| 44 | Edrisa | Kwizera | Maintenance Superintendent | Engineering & Operations | 54 |
| 45 | Pamela | Kyomugisha | Graduate Reservoir Engineer | Engineering & Operations | 46 |
| 46 | Lillian | Kijjambu | Operations Team Assistant | Engineering & Operations | 44 |
| 47 | Mark | Olwenyi | Field Operations Supervisor | Engineering & Operations | 51 |
| 48 | Moses | Kudamba | Camps Operations Supervisor | Engineering & Operations | 51 |
| 49 | Geoffrey | Okello | Camps Operations Supervisor | Engineering & Operations | 51 |
| 50 | James | Opiyo | Trainee Subsurface Engineer | Engineering & Operations | 46 |
| 51 | Patrick | Okwera | Camps Operations Supervisor | Engineering & Operations | 51 |
| 52 | Roger | Biribonwa | Cost Engineer | Engineering & Operations | 52 |
| 53 | Ronald | Ssempebwa | Trainee Production Technician | Engineering & Operations | 46 |
| 54 | Stanley | Kiganda | Trainee Production Technician | Engineering & Operations | 46 |
| 55 | Tutu | Kagga | Field Civil Engineer | Engineering & Operations | 51 |
| 56 | Emmanuel | Kirunda | Senior Cost and Planning Engineer | Engineering & Operations | 52 |
| 57 | Sam | Kabuye | Graduate Geoscientist | Exploration | 46 |
| 58 | Allan | Kajubi | Graduate Geoscientist | Exploration | 46 |
| 59 | Lilian | Busingye | GIS Analyst | Exploration | 52 |
| 60 | Matovu | Godwin Roushitrah | Graduate Geoscientist | Exploration | 46 |
| 61 | Cathy | Adengo | Corporate Communications Manager | External Affairs & CSR | 54 |

| No. | First Name | Surname | Job Title | Function | Grade |
|-----|------------------|-----------------|---------------------------------------|---------------------------|-------|
| 62 | Didas | Muhumuza | Community Relations Manager | External Affairs & CSR | 55 |
| 63 | Emmanuel | Komurubuga | Community Liason Officer | External Affairs & CSR | 48 |
| 64 | Fred | Bazarabusa | Field SE Monitoring Officer | External Affairs & CSR | 48 |
| 65 | Fridah | Kunihira | Field SE Monitoring Officer | External Affairs & CSR | 48 |
| 66 | Gerald | Aheebwa | Community Liason Officer | External Affairs & CSR | 48 |
| 67 | Jane | Nyendwoha | Community Liason Officer | External Affairs & CSR | 48 |
| 68 | Jimmy | Kiberu | Corporate Affairs Manager | External Affairs & CSR | 58 |
| 69 | Karen | Atugonza | Community Liason Officer | External Affairs & CSR | 48 |
| 70 | Marion | Namanya | Socialisation & Permitting Officer | External Affairs & CSR | 48 |
| 71 | Ruth Muriel | Nsubuga | Internal Communications Officer | External Affairs & CSR | 46 |
| 72 | Nahya | Nkinzi | CSR Manager | External Affairs & CSR | 53 |
| 73 | Rosie | Birungi | Socialisation Officer | External Affairs & CSR | 48 |
| 74 | Sarah | Nakendo | Corporate Team Assistant | External Affairs & CSR | 47 |
| 75 | Stellah | Atugonza | Permitting and Socialisation Officer | External Affairs & CSR | 48 |
| 76 | Stuart | Bigirwenkya | Field SE Monitoring Officer | External Affairs & CSR | 48 |
| 77 | Stanley | Wendi | Permitting and Socialisation Officer | External Affairs & CSR | 48 |
| 78 | Allan Andrew | Katende | Management Accountant | Finance | 51 |
| 79 | Annette | Twine | Accounts Assistant | Finance | 46 |
| 80 | Belinda | Mungaya | Financial Accountant | Finance | 50 |
| 81 | Charles | Luzinda | Tax Advisor | Finance | 51 |
| 82 | Davis | Wasubire | Accounts Payable Officer | Finance | 47 |
| 83 | Emmanuel | Mupagasa | Accounts Payable Officer | Finance | 47 |
| 84 | Emmanuel | Mugagga | Senior Management Accountant | Finance | 56 |
| 85 | Ezra | Wanzira | Senior Tax Adviser | Finance | 56 |
| 86 | Fatuma | Basalirwa | Accounts Payable Supervisor | Finance | 50 |
| 87 | Grace | Onyuthi | Treasury & Cash Book Accountant | Finance | 48 |
| 88 | Irene | Namitanda | Accounts Assistant | Finance | 46 |
| 89 | Joseph | Lanek | Accounts Payable Officer | Finance | 47 |
| 90 | Mathius | Ssenkaali | Accountant | Finance | 50 |
| 91 | Patrick Kaharuza | Mwebaze | Treasury Accountant | Finance | 54 |
| 92 | Philippa | Ndemera | Accounts Payable Officer | Finance | 47 |
| 93 | Samuel | Bakiika | Financial Accountant- Payables | Finance | 50 |
| 94 | Tosca | Adukule | Accounts Payable Officer | Finance | 47 |
| 95 | Violet | Nabakembo-Corry | Senior Financial Accountant | Finance | 56 |
| 96 | Abdul | Kibuuka | HR Manager | Human Resources | 58 |
| 97 | Arthur | Nsubuga | Training and Development Advisor | Human Resources | 50 |
| 98 | Denise | Uwamwezi | HR Services Officer | Human Resources | 43 |
| 99 | Eileen | Baguma | HR Advisor - Support Services | Human Resources | 50 |
| 100 | Esther | Kansere | Senior HR Advisor-Shared Services | Human Resources | 55 |
| 101 | Jackline | Lutaaya | Senior HR Advisor - Operations | Human Resources | 53 |
| 102 | Petra | Kango | Trainee HR Advisor - Shared Services | Human Resources | 43 |
| 103 | Alan | Abwoye | Service Desk Co-ordinator | Information Systems | 49 |
| 104 | Albert | Murungi | Service Desk Analyst | Information Systems | 46 |
| 105 | Andrew | Ssekajja | Service Desk Analyst | Information Systems | 46 |
| 106 | Angela | Wandera | IS Procurement & Asset Administrator | Information Systems | 47 |
| 107 | Charles | Ofwono | Field Support Analyst | Information Systems | 46 |
| 108 | David | Luutu | Field Support Analyst | Information Systems | 46 |
| 109 | David | Egwell | Field Based IS Infrastructure Analyst | Information Systems | 50 |
| 110 | Francis | Katongole | Infrastructure Analyst | Information Systems | 50 |
| 111 | Hassan | Ahmed | Global IS Catalogue Manager | Information Systems | 55 |
| 112 | Kenneth | Katimbo | Field Support Analyst | Information Systems | 46 |
| 113 | Maximillian | Adukule | Field Support Analyst | Information Systems | 46 |
| 114 | Michael | Ssentongo | Field Support Analyst | Information Systems | 46 |
| 115 | Moses | Ogwapit | Service Desk Analyst | Information Systems | 46 |
| 116 | Patricia | Kateihwaho | Infrastructure Project Manager | Information Systems | 53 |
| 117 | Paul | Omute | Senior GIS Developer | Information Systems | 54 |
| 118 | Richard | Mikisa | Infrastructure Analyst | Information Systems | 50 |
| 119 | Sanjaykumar | Patel | Infrastructure Analyst | Information Systems | 50 |
| 120 | Yusuf | Kiggundu | Field Support Analyst | Information Systems | 46 |
| 121 | Julie | Bageya | Executive Assistant | Legal & Corporate Support | 47 |
| 122 | Kristina | Kasibayo | Legal Advisor | Legal & Corporate Support | 54 |
| 123 | Mariam Nampeera | Mbowe | General Counsel Uganda | Legal & Corporate Support | 59 |
| 124 | Sylvia Maureen | Ahimbisibwe | Receptionist | Office Services | 43 |
| 125 | Gonza | Ndawula | Office Services Manager | Office Services | 50 |
| 126 | Kwame | Musoke John | Administration Manager | Office Services | 50 |

| No. | First Name | Surname | Job Title | Function | Grade |
|-----|-------------------|-------------------|---|------------------|-------|
| 127 | Latibu | Kyomuhendo | Office Assistant | Office Services | 43 |
| 128 | Majda | Kyamanywa | Receptionist | Office Services | 43 |
| 129 | Salwa | Abdallah | Asset & Residences Assistant | Office Services | 45 |
| 130 | Abert | Mwebembezi | Freight Forwarding Supervisor | Supply Chain | 52 |
| 131 | Abubaker | Mukasa | Wellsite Materials Controller | Supply Chain | 47 |
| 132 | Binasal | Kitakule | Senior Truck Pusher | Supply Chain | 47 |
| 133 | David | Mwaka | Truck pusher | Supply Chain | 43 |
| 134 | David | Muwonge | Freight Forwarding Co-ordinator | Supply Chain | 46 |
| 135 | Ephraim | Muzimba | Buyer | Supply Chain | 46 |
| 136 | Farrah | Namuyiga | C&P Buyer | Supply Chain | 46 |
| 137 | Hillary | Bamulinde | C&P Supervisor | Supply Chain | 53 |
| 138 | Ivan | Owurunga | Materials & Logistics Base Supervisor | Supply Chain | 48 |
| 139 | Jamilla | Nansamba | Contracts Admin Assistant | Supply Chain | 44 |
| 140 | Janepher | Nabitosi | SCM Trainee | Supply Chain | 44 |
| 141 | Jonathan Graceous | Wangubo | Technical Support Group Assistant | Supply Chain | 44 |
| 142 | Juliet | Kavulu | Contracts Administrator | Supply Chain | 50 |
| 143 | Laini | Munsi | Personnel Movement Coordinator | Supply Chain | 43 |
| 144 | Melki | Ofoyuru | Wellsite Materials Controller | Supply Chain | 47 |
| 145 | Mohammed | Kiwanuka | Light Vehicle Fleet Controller | Supply Chain | 47 |
| 146 | Moses | Onen | Operations Technical Assistant | Supply Chain | 48 |
| 147 | Muzamiru | Malwa | Truck pusher | Supply Chain | 43 |
| 148 | Florence | Nangendo | Social Impact Advisor | Supply Chain | 53 |
| 149 | Nasur | Kisente | Senior Truck Pusher | Supply Chain | 47 |
| 150 | Nelson | Ofwono | Local Content & Market Intelligence Manager | Supply Chain | 56 |
| 151 | Viola | Nyerwanire | Senior Contracts Advisor - Works & Services | Supply Chain | 56 |
| 152 | Josephine | Olok | Information Systems Manager | Supply Chain | 56 |
| 153 | Remie | Kimanje | Trainee Cost Engineer | Supply Chain | 44 |
| 154 | Rita | Nansikombi | Domestic Flight Coordinator | Supply Chain | 46 |
| 155 | Robert | Lukyamuzi | Freight Forwarding Dispatcher | Supply Chain | 42 |
| 156 | Sidney | Tindyebwa | Supply Chain Planner | Supply Chain | 53 |
| 157 | Suzan | Ntanyungura Agaba | Management Accountant | Supply Chain | 51 |
| 158 | Victoria | Nyeko Lumonya | Local Content Advisor | Supply Chain | 49 |
| 159 | Vivian | Nakabugo | Traffic Team Lead | Supply Chain | 49 |
| 160 | Zam | Miiri | SCM Coordinator | Supply Chain | 44 |
| 161 | Allan | Mugisha | Drilling Engineer | Well Engineering | 50 |
| 162 | Joan | Namukasa Kamya | Graduate Engineer | Well Engineering | 46 |
| 163 | Susan | Musiime | Trainee Drilling Engineer | Well Engineering | 46 |
| 164 | Susan | Namuganyi | Graduate Engineer | Well Engineering | 46 |

TULLOW UGANDA OPERATIONS PTY LIMITED
LIST OF MANAGEMENT POSITIONS HELD BY UGANDAN NATIONALS

| Sn. | Name | Job Title | Department |
|------------|-----------------------|--|---------------------|
| 1 | Nelson Ofwono | Local Content & Supplier Development Advisor | Supply Chain |
| 2 | Josephine Olok | Information Systems Manager | Information Systems |
| 3 | Mariam Nampeera Mbowe | General Counsel Uganda | Legal |
| 4 | Abdul Kibuuka | Human Resource Manager | Human Resource |
| 5 | Jimmy Kiberu | Corporate Affairs Manager | Corporate Affairs |

N:B: 5 Ugandan Nationals in management positions Vs 6 Expatriate

Sum of Base Amount

| Ownership | Company/contractor Name |
|-----------|---|
| Ugandan | MINERAL SERVICES LIMITED |
| | STRATEGIC LOGISTICS LIMITED |
| | EQUATOR CATERING |
| | THREEWAYS SHIPPING SERVICES (UGANDA) |
| | BMS MINERALS LTD |
| | KAMPALA AERoclub & FLIGHT TRAINING CENTRE |
| | EAST AFRICAN CRANES LIMITED |
| | KASESE NAIL & WOOD INDUSTRY LTD |
| | G4S SECURE SOLUTIONS |
| | BEMUGA FORWARDERS LTD |
| | ENGEN |
| | PEARL ENGINEERING COMPANY LIMITED |
| | EXCEL CONSTRUCTION LTD |
| | NFT CONSULT (U) LTD |
| | LETS GO TRAVEL UGANDA - 2 (FLIGHTS) |
| | EPSILON |
| | SIMBA TRAVEL |
| | GENESIS OIL & GAS CONSULTANTS |
| | TARGET WELL CONTROL (UGANDA) LIMITED |
| | TOTAL UGANDA LTD |
| | SARACEN UGANDA LTD |
| | PROME CONSULTANTS LTD |
| | SWIFTDALe GEOLOGICAL CONSULTANTS |
| | PRO-RIDE |
| | MTN UGANDA LTD |
| | SERVICE & COMPUTERS IND LTD |
| | UGANDA REVENUE AUTHORITIES |
| | BOMA PIPE |
| | WATERTECH SERVICES LTD |
| | RHINO INVESTMENTS LIMITED |
| | AON UGANDA LTD |
| | GLOBE TROTTERS LIMITED |
| | BABCON UGANDA LIMITED |
| | RICHFLO LIFT SERVICES LTD |
| | TTB INVESTMENTS LTD |
| | PROTEA HOTEL KAMPALA |
| | AFSAT COMMUNICATIONS |
| | TRANSEAST (UGANDA) LTD |
| | KOBIL UGANDA LIMITED |
| | TOYOTA UGANDA LIMITED |
| | SA FIELD (U) LTD |
| | ENGINEERING SOLUTIONS |
| | MECTRON TECHNICAL SERVICES LIMITED |
| | PROPERTY SERVICES LIMITED |
| | BM CONSULTANT |

ECO & PARTNER CONSULT LIMITED
KABIRA COUNTRY CLUB
GLOBAL PAPER PRODUCTS LTD
C & A TOURS & TRAVEL OPERATORS LTD
MBW CONSULTING
LABURNAM COURTS LIMITED
DHL GLOBAL FORWARDING UGANDA LTD
AIR WATER EARTH LTD
SOKONI AFRICA LTD
INTEGRATED LOGISTICS SERVICES LTD
SEKUM GENERAL HARDWARES LTD
KAMPALA INTERNATIONAL SCHOOL UGANDA
UGANDA WILDLIFE AUTHORITY
TEGEKA ENTERPRISES LIMITED
ORANGE UGANDA
ENVIRONMENTAL ASSESSMENT CONSULT LTD
HASS PETROLEUM (U) LIMITED
DHL INTERNATIONAL (U) LTD (901DHL01)
GOLF COURSE INVESTMENTS
GOLF COURSE HOTEL
UMEME LTD
SIMBA TELECOM LIMITED(901SIM02)
LAKE VICTORIA HOTEL
MORINGA OGILVY
BIMCO CONSULTING LTD
CELTEL UGANDA LIMITED
TRIAS UGANDA
MULTIPLEX LIMITED
KELTRON
LETS GO TRAVEL UGANDA - 2 (ACCOM)
TENTS AFRICA LTD
NINA INTERIORS LTD
JOSE CATERING SOLUTIONS
KENFREIGHT (UGANDA) LTD
SPEDAG (UGANDA) LTD
MINISTRY OF ENERGY AND MINERAL
AMBROSE K AKANDONDA
JOBAK ENGINEERING CONTRACTORS LTD
LINK COMMUNITY DEVELOPMENT
DEMBE TRADING ENTERPRISES LTD
SHANGRI-LA HOTEL (U) LIMITED
WEEKS (EAST AFRICA) LIMITED
SPECIALISED WELDING SERVICES LIMITED
PVJ FLEET MANAGEMENT LTD
SDV TRANSAMI UGANDA LIMITED
K K ELECTRICALS
M KASSAM PROPERTY MANAGEMENT

MANTRAC U LTD
HASHI ENERGY (U) LIMITED
RADIO COMMUNICATIONS LIMITED
IMPERIAL RESORT BEACH HOTEL
BAGEINE & COMPANY LIMITED
ALARM PROTECTION SERVICES
WYCLIFFE MULINDWA
SHELL UGANDA LTD
DAISY OKWARE
JEHOVAH STATIONERS
BALTON UGANDA LTD
JOBSE ELECTRICAL SERVICES
KAGGA & PARTNERS
MUKA INVESTMENT (U) LIMITED
NATIONAL LAKE RESCUE
KAMPALA ASSOCIATED ADVOCATES
INTERFREIGHT UGANDA LTD
CRESTANKS
JOHN WYCLIFFE KABBS TWIJUKE
KWATAMPORA WORKSHOP LTD
MATHIAS BUKENYA TRANSPORT PROVIDER LIMITED
CIRCULAR SUPPLY (U) LIMITED
HERTON CONCEPTS LIMITED
PROCLEAN SERVICES
SOL ENGINEERING SYSTEMS LIMITED
THE GYM EAST AFRICA LIMITED
BEYEMURA HOLDINGS LIMITED
WORLDWIDE MOVERS (U) LTD
KONDAVI LTD
BUILDING CENTRE
MUSALABA MWEKUNDU LTD
KYAMUKA CARGO TRANSPORTERS
AQUVA INTERNATIONAL LTD
ENERGY SYSTEMS LIMITED
AGA SEKALALA JR
TPS UGANDA LTD
ALPHONSE OSEKU
SIMBA DISTRIBUTORS LIMITED
FIREWORKS ADVERTISING UGANDA LTD
COURSE VIEW LIMITED
SYMBION UGANDA LIMITED
PC WORLD COMPUTERS LTD
COMPUTECH UGANDA LIMITED
KOOBE AUGUSTINE
MOTORQUIP WORKS LTD
NATIONAL ENVIRONMENT MANAGEMENT AUTHORITY
CRAMMER KAYUKI KAIZZI (PHD)

KAMPALA SERENA HOTEL
 NEMA
 SPEKE RESORT & CONFERENCE CENTRE
 ARROW CENTRE (UGANDA) LTD
 APPLIANCE WORLD LTD
 BAGO GENERAL METAL CRAFT
 THE EMIN PASHA
 MASEREKA JACOB
 IMPERIAL BOTANICAL BEACH HOTEL
 DR & MRS MUHEBWA
 INTERCAR UGANDA LIMITED (EUROPCAR)
 NATIONAL WATER & SEWERAGE CORP
 DR WILLIAM TAMALE
 EAST AFRICA CHAINS
 COMPUTER POINT LTD
 CRAFTS AFRICA LIMITED
 THE INTERNATIONAL SCHOOL OF UGANDA
 ACACIA APARTMENTS LIMITED
 PARAA SAFARI LODGE
 HENRY LUBWAMA

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| MECHTOOLS AND EQUIPMENT LTD |
| KNIGHT FRANK UGANDA LIMITED |
| MALAYSIA FURNISHINGS CENTRE |
| BARBARA S. MULWANA |
| HASSAN KIMBUGWE |
| POWER ARRANGERS & GENERAL ELECTRICALS LTD |
| AMBROSOLI LIMITED |
| EVENTS WAREHOUSE (U) LIMITED |
| EPKO UGANDA LIMITED |
| SOUL SECRETS LIMITED |
| GAME DISCOUNT WORLD |
| MURAMUZI BATHLOMEW |
| Kaweesa John |
| EAST AFRICAN PETROLEUM CONFERENCE & EXHIBITION 201 |
| AH THAKKAR |
| MOWIN PROPERTIES LTD |
| CANON CARE COPIERS |
| NEW VISION PRINTING |
| CAPTAIN TONY RUBOMBORA |
| BYIRINGIRO BUILDING SERVICES |
| CHEMIPHAR (U) LTD |
| UGANDA TELECOM LIMITED (UTL) |
| BENON NDEGE |
| COMTEL MEDIA UGANDA LIMITED |
| GLORIA TURYAMUREEBA SEBUKIMA |
| MORVIM INVESTMENTS LIMITED |
| KAJJANSI FLYING SCHOOL |

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| THE FOOD LAB |
| EQUATORIAL TRAINING AND MARINE SERVICES |
| PEARL OILS (U) LTD |
| PRIME IMPEX 2001 LIMITED |
| SHEM BAGEINE BAJURA |
| MONITOR PUBLICATIONS |
| REETA ENTERPRISES LIMITED |
| APTECH COMPUTER EDUCATION |
| REEDFIELDS CATERING SERVICES LIMITED |
| CEMENTERS |
| SHAYONA COMPUTERS LTD |
| ROOFINGS LTD |
| PETER MATIRU |
| GLOBAL VILLAGE ACCOMMODATION & TOURS |
| TRANSTEL LIMITED |
| PRICEWATERHOUSECOOPERS LIMITED - UGANDA |
| METROPOLE HOTEL KAMPALA |
| MALAIKA HONEY |
| CHOBE SAFARI LODGE |
| STEMSAT LTD |
| A+ PROJECT MANAGEMENT |
| TYRE WORLD LTD |
| KPMG - UGANDA |
| UGANDA RAILWAYS CORPORATION |
| WILDLIFE FRIENDS COMPANY LIMITED |
| TERRAIN PLANT LTD |
| TRENTYRE UGANDA LTD |
| SEMLIKI RIFT TRADING CO. LTD. |
| SSEBAGSALA & SONS |
| JACK MUKUYE TECHNICAL SERVICES LIMITED |
| PETER SSEBANAKITTA |
| AIKAN UGANDA LIMITED |
| CADAM ENTERPRISES |
| PLACID M.SSEKAMATTE & GRAHAM STUART JOHNS |
| ANISUMA TRADERS LIMITED |
| SUN SHADE (U) LIMITED |
| KAWANDA AGRI RESEARCH INSTITUTE |
| CASEMENT AFRICA LTD |
| MAROKHA INVESTMENTS LIMITED |
| THE IRISH SOCIETY IN UGANDA |
| MICROTECH COMPUTERS LTD |
| KITARA HERITAGE DEVELOPMENT AGENCY |
| FIRE MASTERS |
| OPITO LIMITED |
| LE PETITE VILLAGE HOTEL |
| HOTEL KONIKI - HOIMA |
| COACH AFRICA LIMITED |

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| KAZINGA CHANNEL OFFICE WORLD LTD (old 901UJVKAZ01) |
| ALLAN ATUGONZA |
| DAVIS & SHIRTLIFF (INT) LTD |
| BAVINA ENTERPRISE |
| MIRIAM SSEBANAKITTA |
| UGANDA GOLF CLUB |
| TELTEC INVESTMENTS LTD |
| DESBRO U LTD |
| LAKE ALBERT SAFARIS LTD |
| MAGIC COLOURS |
| BOC UGANDA LTD |
| UTB 2004 LTD |
| ALCOM UGANDA LTD |
| HOUSE OF ASIANUT |
| ASIATIC SPORTS LTD |
| BRITISH AIRWAYS - UGANDA |
| TRACESOFT LIMITED |
| BUMWE TRADING COMPANY LIMITED |
| MULTICHOICE U LTD |
| THE LAKE ALBERT GUEST HOUSE |
| FUSIONE |
| FIRE SYSTEMS LTD |
| NC BEVERAGES |
| MOTORCARE UGANDA |
| GREEN LABEL SERVICES LIMITED |
| MONTROSE AFRICA |
| ICEMARK AFRICA LTD |
| UNIVERSAL ENGINEERING AND CLEANERS (U) LTD |
| REACH OUT MBUYA PARISH HIV/AIDS INITIATIVE |
| PUBLIC RELATIONS ASSOCIATION OF UGANDA |
| S.H.R.CONSTRUCTORS |
| OPTIMAX GLOBAL ASSOCIATES LIMITED |
| PAKWACH TOWN COUNCIL WATER COLLECTION |
| SHERATON KAMPALA HOTEL |
| THE SURGERY |
| WILDPLACES AFRICA |
| SACROD LIMITED |
| SMART MEDIA LTD |
| MOMENTUM CAPITAL LIMITED |
| LUKUMU MUHEMA |
| EXQUISITE BUSINESS SOLUTIONS |
| SUPER SPORTS HOUSE |
| TL CREATIONS (U) LTD |
| BUNYORO BROADCASTING SERVICES |
| RIM GENERAL AGENCIES LIMITED |
| CHARTIS UGANDA INSURANCE COMPANY LIMITED |
| FRENAH GENERAL SUPPLIERS LTD |

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| UGANDA MANUFACTURERS ASSOCIATION |
| SYNOVATE LIMITED |
| FRANCIS KAAHWA |
| SAMBIYA RIVER LODGE |
| UMDA (U) LTD |
| CENTURY BOTTLING COMPANY LIMITED |
| THE NEW AGE PRINTERS LTD |
| GREAT LAKES FILM PRODUCTION LIMITED |
| KHANA KHAZANA |
| UGANDA CHAMBER OF MINES & PETROLEUM |
| MAKERERE UNIVERSITY |
| LIBERTY BROADCASTING SERVICE HOIMA 89.0 FM |
| MUMBA GENERAL ENTERPRISES |
| A SSENTAMU GARDEN DESIGNERS |
| AWAKA LIMITED |
| THE OBSERVER MEDIA LTD |
| ALBAR CATERING SERVICES |
| GEOLODGES UGANDA |
| HOTEL AFRICANA |
| MTN SERVICE PROVIDER |
| FABRICATION SYSTEMS (U) LTD |
| SADOLIN PAINTS UGANDA LTD |
| AIRPORT VIEW HOTEL |
| SHABANJI OPUKAH |
| CRANE CRAFTS & ENGRAVERS |
| SULAIT TAMALE |
| KASISAKI DISON |
| GRAPHIC SYSTEMS (U) LTD |
| JOSSOL INVESTMENTS LIMITED |
| EAST AFRICAN UNDERWRITERS LIMITED |
| UNI MOVERS & LOGISTICS LTD |
| BRITISH COUNCIL UGANDA |
| FOUNTAIN PUBLISHERS LIMITED |
| NIPPON PARTS |
| BIN-IT SERVICES LTD |
| JUBILEE INSURANCE COMPANY LIMITED |
| RED CHILLI REST CAMP |
| VINE PHARMACEUTICALS LTD |
| YOTECH UGANDA LTD |
| NILE FISHING COMPANY LIMITED |
| UGANDA HEALTH MARKETING GROUP LIMITED |
| MUJU CONSULTING ENGINEERS LTD |
| NYANGE AUTOMOBILE WORKSHOP LIMITED |
| WINLINKS EAST AFRICA LTD |
| FBW UGANDA LIMITED |
| HUMAN RESOURCE MANAGERS' ASSOCIATION OF UGANDA |
| OKECH VERKAN & SONS |

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| JOINT MEDICAL STORE |
| UGANDA FUNERAL SERVICES |
| KABURU OKELO CONSULTING ENGINEERS LIMITED |
| RADIO HOIMA 88.6 FM |
| PKF UGANDA |
| INDEPENDENT PUBLICATIONS LIMITED |
| BUNGA ENGEN SERVICE STATION |
| KAWANDA AGRO-TECHNOLOGIES (U) LTD |
| THE CIVIL AVIATION AUTHORITY |
| MAMBA POINT |
| MUGANWA CENTRE - HOIMA |
| TWIMUKYANGANA |
| CHAPMAN FREEBORN AIRCHARTERING (UGANDA) LTD |
| CITY TYRES |
| MBS (RADIO KITARA) 96.9 F.M |
| OXY GAS LTD |
| HENRY MUGANWA KAJURA |
| BUNYORO TELEVISION LIMITED |
| BUNYORO KITARA |
| FEDERATION OF UGANDA EMPLOYEES |
| FIT AUCTIONEERS AND COURT BAILIFFS |
| SURIGIPHARM UGANDA LTD |
| PIWANG OKETA |
| STEVO VIDEOX |
| EXPRESS AUTOMATION UGANDA |
| ALEXANDER FORBES (U) LIMITED |
| KABAGAMBE SERVICE STATION |
| MAGRIC (U) LIMITED |
| DR. MARTIN ALIKER |
| SKYNET (UGANDA) LTD |
| ISAAC NSEREKO & TEDDY NSEREKO |
| PHENIX LOGISTICS UGANDA LIMITED |
| KAGADI KIBAALE COMMUNITY RADIO (KKCR) |
| B AKELLO |
| AFRICA ON STAGE LIMITED |
| TUMUSLIME, KABEGA & CO. ADVOCATES |
| CRADLE COMMUNICATIONS |
| TAGA FRAME |
| EKONO HOMES LTD |
| CENTUARY STEEL FABRICATION LTD |
| TARPO INDUSTRIES UGANDA LIMITED |
| AFRITECH |
| DIGITAL SATELLITE AND COMPUTER SERVICE |
| PULSE UGANDA LIMITED |
| UGATRAC MACHINE SERVICE |
| G & C TOURS LIMITED |
| BULAYI GENERAL AGENCIES |

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| UNISIS |
| NGAPI INVESTMENTS (2007) LTD |
| MEDIA & CRISIS MANAGEMENT |
| GEOLOGY DEPT. FACULTY OF SCIENCE, MAKERERE UNIVERS |
| THE REPORTER PUBLICATIONS LIMITED |
| UCHUMI SUPERMARKETS (U) LTD |
| THE CEO MAGAZINE |
| INSTITUTE OF ENVIRONMENTAL MANAGEMENT AND ASSESSME |
| THE LAWNS |
| UGANDA COMMUNICATION COMMISSION |
| DIRECTORATE OF WATER RESOURCES MANAGEMENT |
| FONTANA AUTO PARTS (U) LIMITED |
| MR CLEAN LTD |
| JOHN'S STORES LTD |
| BAMWE HOUSE OF CERAMICS |
| NEBBI TOWN COUNCIL |
| MERCURY COMPUTERS LTD |
| SPICE MEDIA SERVICES LTD |
| STANBIC BANK UGANDA LIMITED (CUSTODY) |
| KPMG |
| YUSUFU KIWANUKA |
| NAKAWA VOCATIONAL TRAINING INSTITUTE |
| TOM SSAJJABI |
| MEDNET |
| INSTITUTE OF PUBLIC ACCOUNTANTS OF UGANDA |
| CAR & GENERAL (U) LTD |
| KOUD UGANDA LIMITED |
| MONTESSORI CHILDREN'S ACADEMY |
| JOHN GIBBONS (U) LTD |
| WAMUCO MOTORS (U) LIMITED |
| KAMPALA MAPPING PROJECT |
| PERFORMANCE FURNISHINGS (U) LIMITED |
| COOPER UGANDA LTD |
| ANGELS UGANDA LIMITED |
| TRUE AFRICAN (U) LIMITED |
| FOTO SOURCE LIMITED |
| ARIHO M. KAMARA |
| HARPERS CATERING |
| ROYAL SUITES LIMITED |
| GENTEX ENTERPRISES LTD |
| KOBUSINGYE GENERAL ENTERPRISES |
| MUNYONYO COMMONWEALTH RESORT |
| NEW WORLD PRINTERS AND SUPPLIERS |
| RADIO PAIDHA |
| IN-LINE PRINT SERVICES LIMITED |
| NAMBI CHILDREN INITIATIVE |
| MAMA ASHANTI RESTAURANT |

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| ST JOHN'S AMBULANCE |
| UGANDA PRINTING & PUBLISHING CORPORATION |
| STYELINE TRADERS |
| INSTITUTE OF CORPORATE GOVERNANCE OF UGANDA |
| BLACKBERRY STORE (FAYSAL BARQAB) |
| ROY ROGERS STUDIO |
| UGANDA TELECOM LIMITED |
| ZIPHOM UGANDA LIMITED |
| UGANDA INFLIGHT SERVICES LIMITED |
| SHEILDS LIMITED |
| AAR HEALTH SERVICES (U) LTD |
| SKYNET WORLDWIDE EXPRESS |
| KMS POWER SOLUTIONS UGANDA |
| NITRO CHEMICALS (U) LIMITED |
| MULTI OPTIONS LTD |
| KKS SECURITY |
| KAMOFLAGE OUTDOOR ADVENTURES LTD |
| SIGN MASTERS (U) LIMITED |
| HOTEL EQUATORIA |
| NZIWA ENOS |
| ALLELUYAH TECHNICAL SERVICES LTD |
| EXPERT TECHNOLOGY LTD |
| REAL TIME TECHNOLOGIES |
| TASO TRAINING CENTRE |
| EDDY REFRIG & ELEC |
| HOIMA TOWN COUNCIL |
| BUKOMERO FARM SUPPLY LTD |
| INTERNATIONAL AIR AMBULANCE |
| BWATDA ENTERPRISES LTD |
| AZMI UGANDA LTD |
| HUMURA RESORTS (U) LTD |
| FOOTPRINT FURNITURE LTD |
| MSITU ART STUDIO |
| JAGEN & BROTHERS DESIGNERS |
| HENKEL POLYMER COMPANY (U) LTD |
| EXECUTIVE EVENTS |
| GAME DISCOUNT WORLD (GH) LTD |
| SHURIK LIMITED |
| D&N PEST CONTROL |
| BAGATYA |
| ANISUMA INVESTMENT & SERVICE LTD |
| SHAYONA AFRICA LTD |
| STANDARD SIGNS (U) LTD |
| ZIPHOM UGANDA LTD |
| AFRICA BROADCASTING (U) LIMITED |
| MUKOKO INVESTMENTS (U) LTD |
| UGANDA INSTITUTE OF PROFESSIONAL ENGINEERS |

VICTORIA MOTORS LIMITED

| Sum of Base Amount | |
|--------------------|--|
| Ownership | Company/Contractor Name |
| Non-Ugandan | OIL & GAS EXPLORATION COMPANY KRAKOW LIMITED |
| | WEATHERFORD SERVICES & RENTALS (UGANDA) |
| | SCHLUMBERGER OVERSEAS SA |
| | KRAKOW OIL & GAS |
| | BAKER HUGHES EHO LTD - UGANDA BRANCH |
| | ORIENTAL GEOPHYSICAL UGANDA - UGX |
| | WEATHERFORD (GABON) |
| | NABORS |
| | IMC GEOPHYSICAL INTERNATIONAL LTD |
| | BAKER HUGHES LTD |
| | WOOD GROUP PRODUCTION FACILITIES (ASIA PACIFIC) PT |
| | SCHLUMBERGER OILFIELD EASTERN LTD |
| | POLARIS SEISMIC INTERNATIONAL LIMITED |
| | TARGET WELL CONTROL LTD |
| | WOOD GROUP E & PF MANAGEMENT INC.UGANDA |
| | SCHLUMBERGER SEACO INC |
| | SAMCHEM |
| | HALLIBURTON INTERNATIONAL INC. - UGANDA |
| | PETROFAC ENGINEERING SERVICES |
| | BELLGEO ENTERPRISES LTD |
| | HERITAGE OIL & GAS (U) LTD |
| | FREIGHT FORWARDERS (KENYA) |
| | GE OIL & GAS PRESSURE CONTROL AUSTRALIA PTY LIMITE |
| | MARUBENI ITOCHU TUBULARS EUROPE PLC |
| | GOLDER ASSOCIATES |
| | WEATHERFORD |
| | MISWACO (M-I OVERSEAS LTD WEST AFRICA) |
| | INTERNATIONAL TUBULARS FZE |
| | PETROLEUM PIPE COMPANY |
| | TEC CONTAINER SALES LIMITED |
| | U&A FZCO |
| | DIAMOND GATE GENERAL TRADING |
| | ATKINS LIMITED |
| | FRONTIER MEDEX SERVICES LTD |
| | STREAMFLO INDUSTRIES |
| | FIRST RECRUITMENT GROUP |
| | DIETSWELL ENGINEERING SA |
| | CIVICON LIMITED |
| | MCGREGOR |
| | WEEKS (DAE) LTD |
| | OILFIELD CHEMICAL TECHNOLOGY LIMITED |
| | RPS ENERGY LTD |
| | HALLIBURTON INTERNATIONAL |
| | COMTEL INTEGRATORS AFRICA |
| | MI SWACO |

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| | FAIRFIELDNODAL (FAIRFIELD INDUSTRIES INC.) |
| | NETCARE |
| | CA GLOBAL RECRUIT |
| | BGP- SEISMIC OPERATIONS |
| | CORPRO |
| | DK SHOLER |
| | SMITH INTERNATIONAL |
| | FIRCROFT ENGINEERING SERVICES LTD |
| | SENERGY SOFTWARE LIMITED |
| | FIVES PILLARD |
| | TURNER & TOWNSEND ENERGY LTD |
| | JJ BLACK CONSULTANCY |
| | SCHLUMBERGER RESERVOIR PRODUCTS FZE |
| | KELTEC |
| | MCGREGOR CONSULTANTS LTD |
| | IKON SCIENCE LIMITED |
| | CORETRAX TECHNOLOGY |
| | KELTEC PETROLEUM SERVICES |
| | AFRIQA LIMITED |
| | APEX TUBULARS LTD |
| | SENERGY LIMITED |
| | ITECO OILFIELD SUPPLY ME FZE |
| | TEEC |
| | KIN-TEC GLOBAL RECRUITMENT LTD |
| | WESTERNGECO OVERSEAS INC |
| | NEPTUNE PETROLEUM (U) LTD |
| | ERM |
| | GEOKEY LTD |
| | METOCEAN SERVICES INTERNATIONAL |
| | UKRRUS |
| | LLOYDS BRITISH TESTING (UGANDA) LIMITED |
| | AMEC EARTH & ENVIRONMENTAL UK |
| | PERITUS |
| | TRANGO LIMITED |
| | MERLIN ERD LIMITED |
| | FRANKS INTERNATIONAL |
| | TURNRIGHT CONSULTANTS S.A |
| | MWAVES LTD |
| | CB & I UK LTD |
| | WEATHERFORD UK LIMITED (SCOTLAND) |
| | TAURUS INDUSTRIAL SERVICES LTD |
| | TASK GEOSCIENCE LIMITED |
| | CORE LABORATORIES (UK) LIMITED |
| | ATHELSTAN WALKER LTD |
| | PETROPLAN LIMITED |
| | TTE INTERNATIONAL LTD |
| | XODUS GROUP LIMITED |

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| | INTEGRATED RISK SOLUTIONS |
| | MOTT MACDONALD |
| | WS ATKINS INTERNATIONAL LIMITED |
| | SPD WELL PROJECT MANAGEMENT FZCO |
| | OIL PLUS LIMITED |
| | STEADFAST SCOTLAND LTD |
| | PERFORMANCE FLUID MANAGEMENT INTERNATIONAL INC. |
| | DHL INTERNATIONAL PTY LTD |
| | KIRK PETROPHYSICS |
| | SCHLUMBERGER WATER SERVICES (UK) LTD |
| | RHOGAS |
| | MISSIONS CADRES |
| | BELBERRY INTERNATIONAL INC |
| | RULEWAVE (UK) |
| | CRANE MANAGEMENT SERVICES LTD |
| | NORTH SEA LIFTING LTD |
| | VERIF - I LTD |
| | ROBERT HALF |
| | SYRACUSE UNIVERSITY |
| | INTECSEA B.V. |
| | PPA ENERGY |
| | NUTECH ENERGY ALLIANCE |
| | NUMERICAL ROCKS AS |
| | NUMERICAL ROCKS AS |
| | MGA CONSULTANCY SERVICES LTD |
| | HALLIBURTON SAS |
| | HALLIBURTON |
| | KSI KEANE SAFETY IMPROVEMENT LTD |
| | SOUTHERN MARINE WORKSHOPS |
| | BESLY EARTH SCIENCE LTD |
| | ALLOMAX ASSOCIATES LIMITED |
| | STORECORE LIMITED |
| | JAMES BRAUN |
| | GUNDLE GEOSYNTHETICS (PTY) LTD |
| | MACKENZIE STUART PLC. |
| | MES LIMITED |
| | HELIX RDS |
| | FUGRO SEISMIC IMAGING LIMITED |
| | REGUS GROUP |
| | INTEGRATED RESERVOIR SOLUTIONS LIMITED |
| | SII SMITH INTERNATIONAL SOUTH AFRICA PTY LIMITED |
| | FUGRO CONSULTANTS INC. |
| | PETROSKILLS LLC., |
| | UNITED SERVICE ALLIANCE INC. |
| | DATA NET.COM |
| | HEAVY DUTY INDUSTRIAL |
| | HOSPICE AFRICA IRELAND |

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| | MDT INTERNATIONAL |
| | ARIEL CABRERA |
| | IHS GLOBAL INC. |
| | THE UNIVERSITY OF MANCHESTER |
| | BRAEMAR HOWELLS LIMITED |
| | CITIGATE DEWE ROGERSON |
| | WEST ENGINEERING SERVICES |
| | FINDLAY SMITH |
| | ENERGY DOMAIN SARL |
| | PETRO SA |
| | CLEAREDGE |
| | BESPOKE COMMUNICATIONS |
| | SATELLITE IMAGING CORPORATION |
| | SPICA MARINE |
| | OMEGA DATA SERVICES LTD |
| | WOOD MACKENZIE LIMITED |
| | EXPLORATION LOGISTICS GROUP LIMITED - FRONTIER MED |
| | IHS CERA INC |
| | CLEARLIGHT EXECUTIVE |
| | IPKA CONSULTANCY LIMITED |
| | JP KENNY |
| | REEDHYCALOG L.P. |
| | CORE LABORATORIES (U.K.) LIMITED |
| | DR. CHRIS NICHOLAS |
| | MODUSPEC ENGINEERING (INT) BV |
| | COLLETTS TRAVEL |
| | STRATA PANELS UK |
| | NDOVU RESOURCES |
| | REMOTE SITE SOLUTIONS KENYA LTD |
| | G 12 IT |
| | A&J Drilling Consultants Limited |
| | CITAC |
| | SECURITY SOLUTIONS |
| | GEO KEY LIMITED |
| | ISOTECH LABORATORIES INC. |
| | EARTHWORKS ENVIRONMENT & RESOURCES LTD |
| | WILD WELL CONTROL |
| | KBC |
| | EAGLE DRILL LIMITED |
| | ROCK DEFORMATION RESEARCH LIMITED |
| | U & A FZ CO |
| | UOP LIMITED |
| | TRIAXIS GLOBE GROUP LTD |
| | READ WELL SERVICES LTD. |
| | CARIBOU HOLDINGS LTD |
| | F.H. BERTLING LIMITED |
| | PANCON ENGINEERS LIMITED |

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| | PUBLIC HEALTH SOLUTIONS LTD |
| | VANESSA COETSEE |
| | WESTWOOD, B&M |
| | SALAMA FIKIRA INTERNATIONAL LIMITED |
| | GIERTSEN HALLSYSTEM AS |
| | ECLIPSE PETROLEUM TECHNOLOGY LTD |
| | SGS UK LTD |
| | SMITH SERVICES |
| | ISCOSA (PTY) LTD |
| | BLUEBACK RESERVOIR |
| | ASHURST LLP |
| | NETSOURCE COMMUNICATIONS |
| | SWIFT |
| | HYBRID AIR VEHICLES LIMITED |
| | CLAUDES WIC INTERN |
| | SKOV INVESTMENTS |
| | SGS KENYA LIMITED |
| | JOSEF PORTMAN |
| | DIRK TEN BRINK & ANNIE SCHMITZ |
| | BEXON LTD. SEARCH AND SERVICE |
| | OILFIELD MATERIAL MANAGEMENT LIMITED |
| | KEVIN LIGHT CONSULTING |
| | CARL WALDEN |
| | CORE LAB |
| | WMC AFRICA LTD |
| | ETMS |
| | GEOSERVICES SA |
| | DED GERMAN DEVELOPMENT SERVICES |
| | SPARTASEC LIMITED |
| | SGS HORIZON B.V |
| | ROKE TELKOM |
| | TIORCO LLC |
| | RPS ENERGY |
| | INFOASSET LIMITED |
| | ARABIAN OILFIELD SUPPLIES & SERVICES (AOSS) |
| | WEATHERFORD PRODUCTS & LEASING (BVI) LIMITED (DUBA |
| | THREEWAYS SHIPPING SERVICES (KENYA) LIMITED |
| | IRRICO INTERNATIONAL LTD |
| | KIRK PETROPHYSICS |
| | GEOSOFT EUROPE LTD |
| | SOFTCAT PLC |
| | TEAM ENERGY RESOURCES LTD |
| | SPARROWS OFFSHORE SERVICES LIMITED |
| | CALEDUS UK LTD |
| | CGG VERITAS |
| | XODUS GROUP LIMITED |
| | PROACTIVE VIDEOCONF SOL |

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| | HOLISTIC LIMITED |
| | MARELI SERVICES GLOBAL LIMITED |
| | ZLH (PTY) LTD |
| | VISA INVESTMENT LIMITED |
| | FARNHAM CASTLE BRIEFINGS LTD |
| | CAD SERVICE LTD |
| | NOV DOWNHOLE EURASIA LIMITED |
| | DERWYN DOUGLAS SPELLER BURLS |
| | THE UNIVERSITY OF UTAH |
| | WEATHERFORD LABORATORIES, INC (USA) |
| | AGS FRASERS INTERNATIONAL (U) LIMITED |
| | KUEHNE & NAGEL LIMITED |
| | R S CLARE & COMPANY LIMITED |
| | PROVIDENCE CRITICAL INFRASTRUCTURE PROTECTION |
| | FMC TECHNOLOGIES INTERNATIONAL SERVICES |
| | STRATAGEM LIMITED |
| | INTERNATIONAL SOS ASSISTANCE |
| | KELWAY (UK) LIMITED |
| | NJC ERASMUS |
| | REEDFIELDS CATERING SERVICES LIMITED |
| | DELOITTE (CAPE TOWN) |
| | CALMARK (PTY) LTD |
| | JONEN FREIGHT PTY LTD |
| | DANIEL JOHNSTON & CO INC |
| | PRICEWATERHOUSECOOPERS (DRC) |
| | AQUATERRA ENERGY LTD |
| | HYDRASUN LTD |
| | PERITUS (C MOORE) |
| | AIRCLAIMS LTD |
| | BRAEMER HOWELLS LIMITED |
| | MACHIEL CHRISTIAAN COETZEE |
| | OLAV OLSEN |
| | LAUREATE ONLINE EDUCATION B.V - C/O UNIVERSITY OF |
| | GLOBAL REMUNERATION SOLUTIONS (PTY) LTD |
| | KPMG - GHANA |
| | AGR PETROLEUM |
| | FUGRO WEST INC |
| | MP LOGISTICS CONSULTANT |
| | 2NLOGISTICS LIMITED |
| | CWC SCHOOL FOR ENERGY LIMITED |
| | BEARWOOD COLLEGE |
| | SHREEJI PHARMACEUTICALS LIMITED |
| | BOREAL INFORMATION STRATEGIES |
| | COMBIFLOAT |
| | CRANE & SAFETY SERVICES LTD |
| | PETROLEUM PIPE MIDDLE EAST FZE |
| | WORLEYPARSONS EUROPE LIMITED |

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| | J L BRYAN EQUIPMENT & LEASE SERVICES INC. |
| | JWE (UK) LIMITED |
| | SMTS LTD |
| | POLLUTION CONTROL EQUIPMENT (PCE) LTD |
| | ATLAS INTERACTIVE LIMITED |
| | DANOFFICE LIMITED |
| | ALGOA OIL & PIPELINE SERVICES (PTY) LTD |
| | ARUP - OVE ARUP & PARTNERS INTERNATIONAL LTD |
| | WATFORD CONTROL INSTRUMENTS LIMITED |
| | ANTIUM LTD |
| | WMB STEELE (2009) & CO.LTD |
| | FMC MEASUREMENT SOLUTIONS |
| | GPS IRELAND |
| | ACHIEVEMENT SPECIALISTS LIMITED |
| | G NORTH & SON LTD |
| | ENTERPRISE RISK MANAGEMENT SOLUTIONS PTY LTD |
| | DOWNHOLE PRODUCTS LTD |
| | HENRY DE JAGER |
| | GEOLOGIX LTD |
| | GATH MANAGEMENT LIMITED |
| | TEAM ALLIED |
| | JK ASSOCIATES |
| | DRAFIX SERVICES LTD |
| | WESTERN CABLE COMPANY LIMITED |
| | ADVENTCITY LIMITED |
| | EDINBURGH RESEARCH AND INNOVATION LTD |
| | TAKO KONING |
| | PROJECT FREIGHT (PTY) LTD |
| | VERCHOYLE GRAPHIC DESIGN |
| | MERCER HUMAN RESOURCE |
| | MARK DONALD |
| | MEDIA MOGOLUS |
| | MEDEKIT.COM |
| | MIDLAND VALLEY |
| | WOOD GROUP E & PF MANAGEMENT, INC. (E210) |
| | ENERGY & GEOSCIENCE INSTITUTE (UNIV OF UTAH) |
| | ECL |
| | YASUI TRADING COMPANY |
| | ALMANSOORI INSPECTION SERVICES |
| | WRAD COMMS |
| | JDIH |
| | GEOMECHANICS INTERNATIONAL |
| | RESLAB |
| | VINSON & ELKINS |
| | HEALTH CARE LIMITED |
| | INTERNATIONAL OILFIELD EQUIPMENT & SERVICES (IOES) |
| | PAT TRAINING SERVICES LTD. |

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| | MSA |
| | CAPCIS LTD |
| | TOOLS & FASTENERS LTD |
| | HERIOT WATT UNIVERSITY |
| | LITSON AND ASSOCIATES |
| | RRC TRAINING |
| | KEYTECH ADVISORY LIMITED |
| | MELCRUM PUBLISHERS LTD |
| | MGA CONSULTANCY SERV LTD |
| | SPECTRUM GEO LTD |
| | GEOKINETICS INC (ENGLAND) |
| | BUDDYMED |
| | NRG WELL MANAGEMENT LIMITED |
| | CARDER AND ASSOCIATES LLC |
| | PROCLAD STREAM-FLO FZCO |
| | THE E-TECH GROUP LIMITED, T/A GLOBAL-ES |
| | EAGLE LYON POPE |
| | RECORDS & ARCHIVE (U) LIMITED |
| | RUDALL BLANCHARD ASSOCIATES |
| | EXPRO GROUP |
| | BLACKWOOD HODGE POWER UGANDA LIMITED |
| | POWER PLANNING ASSOCIATES LIMITED |
| | VAREL EUROPE S.A.S. |
| | PRESTIGE AUTO HOLDINGS LIMITED |
| | HASEKAMP TRADING HOLLAND B.V. |
| | EUROFINANCE CONFERENCES LIMITED |
| | SCOTLOAD LIMITED |
| | UNESCO - IHE |
| | MOMENTUM LOGISTICS |
| | PRICEWATERHOUSECOOPERS TAX & LEGAL |
| | PRICEWATERHOUSECOOPERS (EQUATORIAL GUINEA) |
| | UNIVERSITY OF LEEDS |
| | MEDDIE NELSON |
| | RPS ENERGY |
| | FOSTER-MELLIAR (PTY) LTD |
| | SOUTH AFRICAN VACCINE PRODUCERS |
| | SMITH INTERNATIONAL SOUTH AFRICA PTY LTD |
| | ATLANTIS OVERSEAS REMOVALS |
| | AFRICA MANAGEMENT COMMUNICATION INTERNATIONAL LIM |
| | RAY OIL TOOL CO LTD |
| | SOUTH AFRICAN AIRWAYS |
| | COMPREHENSIVE SERVICES LIMITED |
| | NATION MEDIA GROUP LTD |
| | FEARNLEY PROCTOR UK LIMITED |
| | BRITISH AIRWAYS - GHANA |
| | SAVVY DESIGNS LIMITED |
| | HR LINK CONSULT LIMITED |

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| | SCHLUMBERGER INFORMATION SOLUTIONS AS |
| | EXPRO NORTH SEA LIMITED |
| | WATSON MARTIN PARTNERSHIP |
| | GRAMPIAN PACKAGING SUPPLIES LTD |
| | SNSI LIMITED |
| | OG SAATCHI & SAATCHI LIMITED |
| | KENYA AIRWAYS |
| | YOUNG ACHIEVERS AWARDS |
| | FUGRO DATA SOLUTIONS LIMITED |
| | SPINTELLIGENT (PTY) LTD |
| | COMTEC SOLUTIONS LIMITED |
| | DRILLING NEGOTIATIONS WORLDWIDE LIMITED |
| | CORPORATE LEAGUE LIMITED |
| | IGI - INTEGRATED GEOCHEMICAL INTERPRETATION |
| | PRICEWATERHOUSECOOPERS (GHANA) |
| | MAPLE GRAPHICS |
| | G4S SECURE SOLUTIONS |
| | FREMA TRADING |
| | ADVANCENET (PTY) LTD |
| | ASSOCIATION OF CORPORATE TREASURERS |
| | PENTAGON |
| | APEX GEOSERVICES LIMITED |
| | LUMJO CONSULTANTS |
| | COMPANY PROFILES AFRICA LIMITED |
| | ARDHI UNIVERSITY |
| | UNI STRATEGIC (MALAYSIA) |
| | KENVISION TECHNIKS LIMITED |
| | BUREAU VERITAS - NAIROBI |
| | PAKMAN MARKETING COMMUNICATION |
| | HAY GROUP SA (PTY) LIMITED |
| | COMPUTER REVOLUTION AFRICA |
| | BRITISH COUNCIL (GHANA) |
| | EAST AFRICAN BUSINESS WEEK LIMITED |
| | ANNEBRITT ASLUND CONSULT |
| | IIR LTD (INFORMA) |
| | OAKAR SERVICES LTD |
| | CASSIA LIMITED |
| | EVOLV LIMITED |
| | GEOSPATIAL EXPERTS |
| | EAST AFRICAN BUSINESS COUNCIL |
| | XEROTECHINTER (U) LTD |
| | CIPD |
| | R.U.M.CONULTANCY |
| | TORQUE TECHNICAL COMPUTER TRAINING (PTY) LTD |
| | IMPULSE COMMUNICATION OPTIONS LIMITED |
| | EMERGING MARKETS GROUP |
| | ABERDEEN DRILLING SCHOOLS LIMITED |

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| | ENVIRONMENT AGENCY |
| | NATIONAL LABORATORY SERVICE |
| | SMART SECURITY LIMITED |
| | ALLIANCE FRANCAISE DU CAP |
| | THE PEPPER PUBLICATIONS LIMITED |
| | CAD CENTRE |
| | FALCK NUTEC |
| | FALCK NUTEC LTD |
| | SAWA SOUTHERN AFRICAN WOMEN'S ASSOCIATION |
| | NETWORKS INC LTD |
| | CAREER INSTITUTE |
| | SPE INTERNATIONAL |
| | GAS DATA LIMITED |
| | BENIVA LIMITED |
| | MILLENIUM INFOSYS |
| | KELTEC PETROLEUM SERVICES |
| | SMAT TECHNICAL SERVICES LIMITED |
| | DRILLING APPLICATION |
| | DESIGNIT LIMITED |
| | BLAST ANALYSIS AFRICA |
| | MONACO ENGINEERING SOLUTIONS LIMITED |
| | ULTRASAT CONNECTIONS |
| | SYSMAX LIMITED |
| | NEW CASTLE INTERNATIONAL LTD |
| | GOTTFRIED HUBBE |
| | TELENETIX |



THE REPUBLIC OF UGANDA

THE COMPANIES ACT
(Section 371(1))

CERTIFICATE OF REGISTRATION

NO. F. 1541

that ENERGY AFRICA UGANDA LIMITED

in THE ISLE OF MAN

been registered under section 370, Part X of the Act.

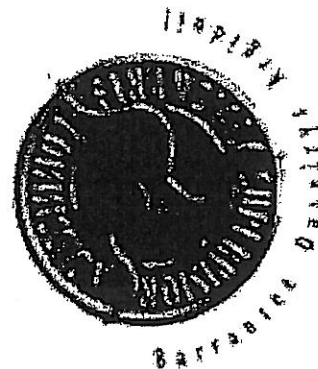
Kampala this 8TH OCTOBER, 2001

ASST.

JOEL COX OJUKO

Registrar of Companies.

No: 103554C



FINANCIAL SUPERVISION COMMISSION ISLE OF MAN

Certificate of Change of Name

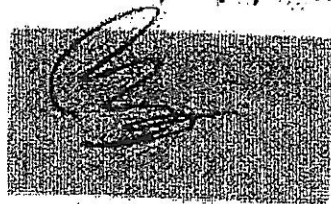
THE FINANCIAL SUPERVISION COMMISSION hereby certify that pursuant to the Companies Acts 1931 to 2004

Energy Africa Uganda Limited

has, by SPECIAL RESOLUTION, and with the approval of the FINANCIAL SUPERVISION COMMISSION, changed its name and is now called

TULLOW UGANDA LIMITED

This 3rd day of July 2007



Manager
Companies Registry





UGANDA CONTRACTS & PROCUREMENT PROCEDURE MANUAL ("CPPM")

PART 1 – PRE-AWARD

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| 01 | 5 October 2011 | Issued for Use | T. Strandenes | M. Gaughan | E. Mekle D. Mooney |
| Rev | Date | Reason for Issue | Prepared | Checked | Approved |
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Revision Control

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APPENDIX 1 LIST OF EXCLUSIONS

1 INTRODUCTION

1.1 Purpose of Document

This document sets out the mandatory policy and procedural requirements for placing a Contract (as defined below) and provides principles and guidance for contracting and procurement activities.

This Uganda CPPM supersedes applicable requirements listed in the Tullow Group SCM procedures.

1.2 Contracts and Procurement Procedure Manual

The CPPM applies to each individual Contract. High value Contracts are not to be sub-divided into lower value Contracts for the purpose of avoiding Contract Review Board ("CRB") or higher level DoA requirements. Should the Contract Holders have a number of requirements from the same Supplier, a Requisition should be raised to establish a Framework Agreement under which "Work Orders" (call-offs) are raised.

Items listed in Appendix 1 are currently excluded from these procedures and may be purchased on an Invoice only basis.

1.3 Maximo Interface

Maximo is the supply chain management tool used to implement the raising of Requisition numbers and record the setting up of Contracts and Work Orders within an Internet enabled environment for governance and control of commitments. Where Maximo input is required the term "**MAXIMO POINT**", and the interface action at that point, is stated.

1.4 Definitions and Terms Used in this Manual

| | |
|-----------------------------------|---|
| "Budget Holder" | means the person responsible for integrity management of the Contract by having a level of budgetary authority to direct the contracting process to protect overall Company objectives. Budget Holder appoints the CH. |
| "Contract" | means contracts, purchase orders, service orders, Framework Agreements and the like. |
| "Contract Advisor" or "CA" | means the person assigned by the C&P Manager to support a particular CH. The CA provides contractual and commercial advice to the CH during the development, execution and administration of a Contract. The CA may provide guidance as applicable to the CH regarding the CPPM. |
| "Contract Holder" or "CH" | means the person appointed by the Budget Holder to manage and administer all aspects of the Contract and act as Company's business focal point with the Supplier. Such CH will have undergone formal Contract Holder training where, in the opinion of the Uganda SCM Manager, the contract being managed is of sufficiently high value and/or risk. |
| "C&P" | means the Contracts and Procurement function of Supply Chain Management. |
| "Framework Agreement" | is a Contract document with a specific Supplier containing agreed specific terms, conditions, types of work and compensation under which tranches of the work will be ordered from time to time. A contractual commitment shall not arise under the Framework Agreement unless and until a "Work Order" (and/or written request by the Company for work to be undertaken) is issued by an authorised representative of the Company. Framework Agreements are put in place for repeat requirements and are normally established for durations in excess of a year. |
| "Management Approvals" | means approval by a person who, with the prior approval of the Directors, has the authority to manage budgets and allocate funds on behalf of Tullow according to the appropriate DoA. |
| "Master Service Agreement" | is a global agreement setting out the contractual terms, with a generic scope of work and no precise compensation, that will apply in the event that members of the Supplier organisation are engaged for Work |
| "Most economically" | is the Tullow preferred basis for selection of a Supplier at the conclusion of |

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| "advantageous" | competitive tendering. |
| "National Content Advisor" or "NCA" | means the person assigned by the National Content Manager to support a particular CH. The NCA provides advice on national content during the development, execution and administration of a Contract. |
| "Phoenix" | is the updated Livelihood system where C&P documentation is maintained. |
| "Requisitioner" | Is the person completing the Requisition Form in Maximo. |
| "Single Source" | means the selection of a single Supplier in the market to the exclusion of all other alternative sources of supply. |
| "Sole Source" | means there is only one Supplier in the market. |
| "Supplier" | is the generic term employed in the CPPM to describe the entity contracted and also covers "Contractor", "Vendor", "Provider" and such other similar terms. |
| "Work Order" | means the legal document that formally instructs a Supplier to provide Goods or Services under a Framework Agreement. |

Note: Any reference in this document to "individual", "person", "personnel" and the like shall mean a Tullow employee, whether permanent or contract-hire staff.

1.5 Forms and Templates

Other forms and templates used in the C&P process are currently held in the Supply Chain Management Master folders and are available via the SCM section of the Tullow Intranet.

1.6 Delegation of Authority (DoA)

To sign (or make a change to) a commitment document, an individual must have the appropriate authority as defined in the DoA matrix. Tullow authority under a DoA does not automatically give an individual the legal authority to sign a Contract on behalf of a particular Tullow subsidiary. Only a member of the C&P department with appropriate DoA level may sign contracts.

No other personnel in Tullow may enter into legally binding commitments i.e. Contracts, with third parties either in writing or orally.

1.7 Business Conduct

Tullow maintains a 'Code Of Business Conduct' ("The Code") which applies to all full or part time staff (Employees) and contract, agency or temporary staff ("Contract Staff"). The sourcing and awarding of Contracts will comply with this Code. Actions that violate the Code's standards may result in disciplinary action.

1.8 Non-Compliance with Procedures

This CPPM is a Corporate Procedure governed by all appropriate Corporate Policies and thus mandatory for all persons involved with the awarding of Contracts. Any breach of this CPPM may result in disciplinary action.

2 **APPLICATION**

2.1 General

CH must plan to ensure that sufficient time is allocated to allow for a proper and auditable contracting process.

2.2 Commitment Levels

- | | |
|------------|--|
| Category 1 | \$50,000 and above; |
| Category 2 | Up to \$50,000. Although items of this value are usually of a low level of complexity and risk, certain items at C&P discretion may be referred back to the CH for re-submittal under the more rigorous Category 1 Commitment Level. |

2.3 Framework Agreements & Work Orders

It will be the responsibility of C&P to identify opportunities to put in place priced Framework Agreements to meet requirements over an agreed contract period and up to a maximum value. Framework Agreements can only be set up or amended by adhering to these procedures.

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Requirements that can be satisfied through Work Orders under existing Framework Agreements will not require RTA and/or CRB approval as the approved requisition (by the budget holder) and work order (by C&P) are deemed sufficient approval. The requisition and Work Order must be approved in accordance with the DoA for the applicable cost.

- 2.4 In some cases a Framework Agreement can be enabled by C&P for end user call off which allows the CH to raise orders directly in Maximo, without intervention from C&P. Such contracts may only be set up following approval from Budget Holder as well as CRB endorsement. Primary Agreements

The content and application of the CPPM may be modified, with approval of the Group Supply Chain Manager, for application to a particular Project or field development to accommodate the contracted obligations within Primary Agreements (Joint Operating Agreement/Production Sharing Agreement or Contract/Unit & Unitisation Operating Agreement and the like). In particular (but without derogation from any other obligations) such potential modifications may be related to any stipulated requirements for employment of nationals and for the engagement and use of local companies, goods and services.

- 2.5 Budget Funds

- 2.6 In order to make a commitment, the CH must ensure a requisition has been accurately raised in Maximo and has been approved by the Budget Holder.

- 2.7 References

Other guidelines and procedures that Interface with this procedure are:

| | |
|-----------------------|--|
| TOP-FIN-DOA-05-003 | SUPPLEMENTAL DELEGATION OF AUTHORITY - UGANDA (Finance Document) |
| TOP-CON-PRO-02-005-03 | TEP PREPARATION GUIDE |
| T-UG-SCM-PRO-0006 | CONTRACT REVIEW BOARD PROCEDURES |
| TOP-CON-GU1-ADM-001 | CONTRACT ADMINISTRATION GUIDE |

3 LEGAL JURISDICTION

- 3.1 English Law

High Value/Risk Contracts (to be decided by the CRB) and Contracts with International companies (based outside Uganda but delivering work scopes in Uganda) will be governed by English law and subject to the jurisdiction of the courts of England. Contracts awarded subsequent to an Invitation To Tender where the Bidders List comprised both Ugandan and International companies will be governed by English law.

- 3.2 Ugandan Law

All other Contracts in respect to the provision of Goods and Services not falling under clause 3.1 above, where the scope of work is to be performed by local companies, partnerships of local & International companies or International companies with principal branch/operational offices in Uganda, will be governed by Ugandan law and subject to the jurisdiction of the courts of Uganda.

4 CONTRACTS REVIEW BOARD ("CRB")

- 4.1 CRB Function

The CRB will sit every week to review and endorse the following:

- Contract Strategy for all Contracts whose lifecycle value is estimated to exceed \$50,000;
- All Recommendations to Award ("RTA") that previously required CRB Approval for their Contract Strategy or are Sole/Single Source awards; and
- All Recommendations to Amend ("RTA") for Contracts whose value, subsequent to an Amendment, will exceed \$50,000 or whose Amendment value is greater than \$50,000 or any material change to a Contract including, inter alia, term of Contract, insurance levels, warranties, risk profile and the like.
- Tender Evaluation Plans as applicable
- Negotiation Plans for Sole/Single Source awards as applicable

- 4.2 CRB Procedures

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A set of Procedures which govern the function of the CRB is available separately to this CPPM.

Where CRB Endorsement is required the term "**CRB POINT**", and the interface action at that point, is stated.

4.3 Procurement Outlook

For a Contract to be considered by the CRB it must be recorded in the latest 'Procurement Outlook' document. Such document records Contracts whose value is estimated to exceed US\$50,000 and will be updated quarterly by the C&P Dept.

5 **INITIATING A REQUISITION**

5.1 Completing a Requisition

MAXIMO POINT: Requisitioner to Log into Maximo, raise a Desktop Requisition and follow the subsequent Maximo Process.

Requisitioner to complete, in full, a Requisition for an intended commitment and place any relevant supporting data in the Phoenix folder created for the Requisition including as applicable:

- Detailed Scope of work (expanding, as necessary, on the brief scope in the Requisition Form);
- Technical drawings and documents;
- Schedules, programmes;
- Proposed Supplier(s);
- Detailed justification for Sole/Single Source, if appropriate;
- Copy of any correspondence and budget quotations if applicable.

Requisitioner, through Maximo, shall obtain approval for the Requisition from the Budget Holder. Following Budget Holder approval within Maximo, Requisitions will subsequently be routed by the system to C&P for action.

C&P will review the Requisition and revert to the Requisitioner or CH if there are insufficient details to process the Requisition through to a Contract.

If the requirement is not to place a commitment but to put in place a Framework Agreement, then no requisition is required. Any commitment raised under Framework agreements (Work Orders) will require a requisition to be completed, including clear justification.

5.2 Sole Contact Point

Maximo will notify the C&P Manager of the new Requisition who will then subsequently nominate a CA who will be the sole point of contact between potential Suppliers and the CH during the time before a contract is in place. CH **must not**, except through the CA, contact potential Suppliers during a tendering process.

6 **CATEGORY 1 - US\$50,000 AND ABOVE**

6.1 Completing a Requisition

MAXIMO POINT: Requisitioner will complete a Requisition as required in accordance with Clause 5.1 above.

6.2 Contract Strategy

CH and CA will jointly develop the Contract Strategy which will include the procurement tactical approach leading to either a Competitive Tendering exercise or Sole/Single Source Procurement solution. As appropriate, the Global Category Manager should be engaged to provide input and quality assurance on the contract strategy. Where a Sole/Single Source Contract is planned, the CH must provide a full and robust justification substantiating the reason for such which must be sufficient to satisfy the CRB and any audit query. The Contract Strategy will also include:

- Summary of the business need and scope of work;
- Supply market considerations. Where appropriate, a CA and CH may opt to undertake a market survey, EOI or prequalification exercise;

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- An assessment of alternative contracting strategies considered;
- Risk assessment to determine contracting terms, bonds, guarantees and payment provisions and identification of any potential Items e.g. permits, JOA approvals, weather, site conditions etc. which could impact the Contract deliverables;
- Risks and Opportunities relating to commercial, technical, EHS and national interest;
- National Content;
- Bidders List, including justification for inclusions and exclusions (except where an EOI or prequalification is proposed);
- Tender Evaluation Plan; and
- Contracting and implementation schedule.

CRB POINT: CH, with CA support, will submit a Contract Strategy Form to the CRB for Endorsement. Such endorsement must be obtained prior to any formal engagement with the supply market (including EOI, prequalification and ITT) or commencement of any Sole/Single Source negotiations.

In a case of high risk/high value Contracts the CRB may instruct that the Contract Strategy is defined through a Contract Strategy Workshop, which will be convened and chaired by the CRB Secretary and the resultant proposal then presented to the CRB for Endorsement.

6.3 National Content

National Content seeks to realise sustainable value addition in Uganda. This is achieved by:

- Suppliers employing and developing Ugandans;
- Sourcing goods and services from Ugandan companies; and
- Ensuring non-Ugandan companies are utilising Ugandan goods and services where possible and have National Content development plans in place

NCA will establish National Content requirements and as applicable subsequently liaise with the CA and CH regarding particular National Content requirements to be addressed in the prequalification, Bidders List, ITT and Tender Evaluation to ensure, wherever reasonable, maximum levels of National Content are included in Contracts.

6.4 Market Survey (optional)

If it is deemed necessary to undertake a market survey, the CH and NCA will provide input into the exercise to be run by the CA. A market survey is an optional step and is an abridged process of identification and assessment of the key companies. Information may also be drawn from a proprietary database (e.g. FPAL).

Where it is deemed appropriate, Expressions of Interest ("EOI") for particular goods/services will be prepared and issued by the CA to attract potential new Suppliers. In addition, a database of suppliers will be compiled, updated and maintained by the SCM department which will provide further details of the market for particular goods/services.

CH, CA and NCA will review the submissions which will subsequently result in a list for formal Pre-qualification. Where applicable, the Global Category Manager should be consulted on potential suppliers.

6.5 Prequalification (optional)

A pre-qualification exercise is a formal and rigorous assessment of all new potential Tenderers' capability and capacity to undertake an as yet undefined scope of Work/Supply. This assessment shall also be extended to existing Suppliers whose pre-qualification occurred longer than three years previously. CH and CA will develop the documentation for the CA to issue to potential Tenderers.

CH and CA will develop, prior to receipt of the pre-qualification submissions, a pre-qualification evaluation plan complete with the applicable assessment criteria. Such plan will be drafted with support from relevant EHS, Technical, National Content and other appropriate representatives.

Where insufficient front-end time has been allowed for a pre-qualification process, pre-qualification criteria will be included within the ITT.

6.6 Tender Lists

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CA, with input from the CH, NCA and Category Manager, will nominate proposed Tenderers on the Contract Strategy Submission.

Consideration will be given to the historical business performance of potential Tenderers including technical competence, financial stability, reputation, operational performance, customer satisfaction and EHS performance.

Approval of the Tender List will occur when a firm list of Tenderers is identified on the Contract Strategy Submission and endorsed by the CRB. If the Tender List is not finalised then CRB endorsement may be given but contingent on the User subsequently submitting a revised version of this document to the CRB Secretary for endorsement which incorporates a finalised Bidders List. No ITT may be Issued until the CRB has endorsed the finalised Tender List.

6.7 Invitation to Tender (ITT)

CH will provide scope, specifications, schedule, reporting requirements, deliverables, KPI's and all other technical documentation for inclusion in the ITT and which will also subsequently form the technical content in the eventual Contract, subject to any clarifications during the tendering/evaluation process and any required editing.

CH will provide pertinent technical questions, the NCA will provide National Content questions, the EHS representative will provide an appropriate EHS Questionnaire and the CA will develop applicable commercial questions for inclusion in the ITT to facilitate the technical and commercial evaluation.

CA will select the appropriate Form of Contract and finalise the ITT documents, using the current ITT standard template, in conjunction with CH and obtain a final review and acceptance by the CH prior to issue.

CA will issue an electronic copy of the ITT documents to Tenderers by email. Tenderers will be requested to acknowledge receipt of the email and attached ITT documents.

Tenderers will be instructed to submit Tenders in hard copy with an electronic copy (CD) included with the hard copy. Electronic copies only of Tenders will not be permitted and will be subsequently rejected.

Tenders will be submitted in two separate sealed packages consisting of one "Original" and one "Copy", each containing the following:

- Technical Submission;
- Un-Priced Commercial Submission;
- Priced Commercial Submission.

Hard copy Tenders may be submitted to the either Tullow's Kampala or other Tullow offices depending on the location of the CH. All Tenders submitted to the Kampala office will be marked for the attention of the CRB Secretary. All Tenders submitted to other Tullow offices will be marked for the attention of a designated CA.

In all cases the original stamped and signed Tender submission must be archived at the Kampala offices along with the applicable soft copy on CD.

The CH will prepare a "Company Estimate", which will entail pricing the Compensation Section of the subject ITT and submitting it as a sealed bid to the CRB Secretary or designated person prior to the Tender Closing Date.

C&P will be responsible for uploading and maintaining the ITT documents in Phoenix.

6.8 Sole/Single Source Contract Negotiations

For Sole/Single Source Contracts, CH with CA support will prepare, prior to engagement with a Supplier, a negotiation plan which will include the negotiating strategy, the proposed draft Contract, a questionnaire of essential questions and information still remaining to be defined. In addition, the Negotiation Plan will contain the names of the personnel who will take part in such negotiations. In all cases any negotiations with potential Suppliers shall be attended by at least two of the personnel named in the Negotiation Plan, one of whom must be the CA.

CRB POINT: CH, with CA support, will submit a negotiation plan to the CRB for Endorsement. Such endorsement must be obtained prior to entering into negotiations with a Supplier. If the contract is deemed by the SCM manager to be of sufficiently low value and/or risk, the Negotiation Plan may be exempt from CRB endorsement.

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6.9 Tender Evaluation Plan

If not already endorsed by the CRB in the Contract Strategy Submission, then, in parallel with compilation of the ITT, the CH and the CA will finalise and obtain endorsement from the CRB Secretary to a Tender Evaluation Plan ("TEP"). The objective of the TEP is to determine the "most economically advantageous tender" except where otherwise specified. Such TEP shall be completed and endorsed prior to Tender receipt. The TEP, based upon the standard template, should detail as a minimum:

- summary of the process leading to issue of the ITT;
- key dates;
- evaluation team make up and responsibilities;
- tender evaluation stages and process;
- evaluation criteria, marking weightings and scoring methodology;
- pricing evaluation principles and method, including technical to pricing weighted assessment, if applied;
- assessment and evaluation criteria of National Content; and
- other processes required to conclude the evaluation with the appropriate Tenderer.

The Technical Evaluation will be based on the technical, National Content and EHS questions identified in the Technical Questionnaire set out in Part B of the ITT. The commercial evaluation will be based on total cost of ownership, including pricing, as well as un-priced commercial factors included in the ITT questionnaire.

6.10 Tender Period

From commencement of the tender period (e.g. EOI, prequalification or ITT preparation) the CA will be the single point of contact with the Tenderers.

It is strictly forbidden for any person directly involved with the tendering process to enter into communication with any of the Tenderers, during the Tender or Evaluation period. Nor may any other person enter into communication relating to the bid or tender process. Should such communication be made, it should be reported to the SCM manager and applicable CA as soon as possible.

CA will issue the ITT, coordinate any queries from Tenderers and issue subsequent responses ("Tender Bulletins") along with any new or amended information that is developed.

If it is considered beneficial to hold a pre-tender "Townhall" style meeting with all the Tenderers present, the CA will arrange and attend with the CH and, if deemed necessary, representatives from the NCA and EHS Departments. The CA will chair the meeting.

Any request received by the CA from a Tenderer to extend the Tender Submission Date shall be forwarded to the CH for their approval. If the CH agrees to any extension, then the CA will issue a Tender Bulletin to all Tenderers to confirm the amended Tender Submission Date. No request for extension will be considered within one week of the Tender Submission Date.

As a matter of principle, Tenders delivered after the Tender Closing Date and time (except as provided below) are not valid and Tenders required as Sealed Tenders but delivered open are similarly deemed invalid. Late Tenders shall be recorded as such on the Tender Opening Form.

Notwithstanding the above, Tullow reserves the right to accept Tenders received after the Tender Closing Date and time if the Tenderer can prove that the late delivery of its Tender is due to external reasons beyond its control, providing this does not unfairly disadvantage any of the other Tenderers. If a Sealed Tender is not available for opening at the correct time due to unforeseen difficulties (i.e. a problem with a courier or damage to packages in transit), then C&P may, after consultation with the C&P manager, delay the opening and record the same as a formal File Note.

Any issue related to the late or incorrect delivery of a Tender shall be reported to the C&P Manager and the acceptance of late Tenders shall be at the discretion of the C&P Manager.

All Tenders that are accepted for opening must be opened together. Tenders shall not be accepted after the formal opening of any Sealed Tender.

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6.11 Tender Opening

The opening of Tenders will be done in two Tender Opening Meetings, to be arranged by the CA. A minimum of three persons are required at the Tender Opening Meeting, of which one will be the CH, one the CA and one a person from another non-associated department. The CA will chair the meeting. In the first Tender opening meeting only the Technical submissions along with the Unpriced Commercial submission will be opened for evaluation. In the second Tender opening meeting the Priced Commercial submissions, including the Company Estimate, will be opened but only for those Tenderers whose Technical submission has been evaluated as technically acceptable.

All attendees shall sign a "Tender Opening Form", shall initial the Form of Tender and Covering Letter along with, as applicable, all pages of the Original Copy Tender that have a commercial impact, including priced pages, commercial exceptions and qualifications, deviation or objections and alternative proposals. Tender values or key rates (as applicable) and any comments will be logged on the Tender Opening Form.

In exceptional circumstance the CRB may permit the opening of the Priced Commercial submissions at the same meeting as the opening of the Technical submissions. Notwithstanding such single Tender opening meeting, the evaluation of the Technical and Priced Commercial submissions must be undertaken in isolation from each other.

Once opened, the original Priced Commercial submissions will be filed and the Commercial evaluation will take place using copies in a secure and confidential location during which time no personnel other than the specifically appointed Commercial Evaluation Team members shall have access to the Commercial submissions.

The CA will distribute the Copy version of the Tenders to the Evaluation Team and file the Original versions of the Tenders in a secure location. CA will upload the electronic copy of the Technical submission and the Un-Priced Commercial submission into a secure Phoenix file for ease of access for the Evaluation Team. The Priced Commercial submission will remain confidential.

6.12 Tender Evaluation

CH or applicable technical specialist along with the NCA (as defined in the TEP) will carry out the Technical Evaluation and will rank the Technical and Unpriced Commercial Tenders in order of technical acceptability and clearly delineate between those Tenders that are technically acceptable and those that are unacceptable. The results of the Technical Evaluation shall be considered confidential and shall not be discussed outside the Tender Evaluation Team.

The questions and information requested in the ITT documents should be set out in the Technical Evaluation Sheet and be the basis of the Technical Evaluation.

CH or applicable technical specialist will identify and forward to the CA details of any technical issues requiring clarification with the Tenderers. CA will address contractual exceptions. All qualifications and items requiring clarification are to be satisfactorily addressed to allow an award to be progressed. Any exception or qualification to the Terms & Conditions of the Contract will be forwarded to the Legal/Tax/Finance/Insurance department (as appropriate) for their review and proposed response to the particular exception/qualification.

CA will issue any "Tender Clarifications" and arrange any necessary Tender Clarification Meetings which will be attended, as a minimum, by the CH and the CA. CA will record minutes of any meetings, which when agreed by both parties will be issued as a Tender Clarification. The purpose of such clarifications is to normalise the Tenders to ensure parity of Tenders.

All technical, commercial and pricing exceptions and qualifications will be resolved with the best ranked Tenderer prior to submitting an RTA Submission to the CRB.

CA will lead the Commercial Evaluation but will require assistance from the CH and other technical expertise in order to ensure parity of evaluated Commercial Submissions.

The Commercial Evaluation will comprise:

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- Comparison between Tendered prices;
- Sensitivity of rates and prices to changes in scope;
- Normalisation of deficient areas;
- Conditioning for additional costs external to the contract;
- Weighted calculation of the prices with respect to the Technical scoring;
- As relevant, application of ten percent (10%) price preference for Ugandan Suppliers.

Normalisation is the assessment and calculation of deficiencies within the Tender which would have to be incorporated in any Contract (such as items of scope omitted, exception to the technical specification, insufficient resources etc.).

Conditioning is the assessment and calculation of the effect of a particular tender on Tullow's cost, outside of the Contract, (such as cost of differing Tenderer locations, additional Tullow resources needed to manage the particular contractor etc.).

Explanations and calculations for normalisation and conditioning items will be documented in the Commercial Evaluation Matrix and the Tender Evaluation Recommendation and Report ("TERR"). All issues giving rise to normalisation (and in certain cases, conditioning) shall be clarified with the Tenderer at the earliest opportunity.

Outputs and conclusions from the Technical and Commercial evaluations will be documented in a Tender Evaluation Recommendation Report (TERR).

6.13 Award Recommendation

CH will prepare a TERR giving details of the relevant Technical and Commercial Issues addressed during Evaluation and which are the main criteria for selection of the Tenderer recommended for Award of Contract. CA will provide relevant support and substantiation for the Recommendation to Award (RTA).

CRB POINT: CH or CA will submit an RTA Form to the CRB for Endorsement. Such endorsement must be obtained prior to the execution of any formal Contract.

CH or CA will subsequently obtain all necessary RTA Endorsements in accordance with the DoA.

CH will check and co-ordinate any Primary Agreement endorsement/approval requirements and confirm compliance by signing the relevant section on the RTA including N/A if appropriate.

For Sole/Single Source Contracts, the RTA submission will confirm whether all the items from the Negotiation Plan have been addressed and satisfactorily agreed and approved.

MAXIMO POINT: Following Endorsement of the RTA, confirmation of Endorsement is recorded in Maximo by the CA.

Work Orders and end user call offs for items under approved Framework Agreements, do not require an RTA. The approved Requisition, including justification for using the selected Framework Agreement, is deemed sufficient. The requisition must be approved in accordance with the DoA for the applicable cost.

6.14 Contract Amendments

CRB POINT: Where an Amendment or Variation to a Contract is proposed and the value of such Amendment increases the value of a Contract over the \$50,000 Category 1 threshold or is greater than 10% of the initial Contract Value (or any previously amended Contract Value), then a Recommendation to Amend (RTA) will be submitted to the CRB for Endorsement. Further, any proposed material change to a Contract including, inter alia, term of Contract, insurance levels, warranties, risk profile and the like must also be presented to the CRB for Endorsement.

Such Endorsement must be obtained prior to the issue and execution of any Amendment.

7 **CATEGORY 2 - UP TO US\$50,000**

7.1 Completing a Requisition

MAXIMO POINT: Requisitioner will complete a Requisition in accordance with Clause 5.1 above. Requisitioner will include potential Suppliers (preferably three) on the Requisition.

CRB POINT: If the Contract is proposed to be awarded on a Sole/Single Source basis then the CH shall

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seek a ruling from the CRB Secretary as to whether the Contract requires CRB endorsement to such Contract Strategy. It is at the CRB Secretary's sole discretion as to whether to value and risks are such that CRB endorsement is required.

7.2 Initial Contact

CH may initially contact applicable Suppliers to obtain information on technical information, availability and schedule, but not costs, and subject to:

- informing the Supplier that such request is for information only and does not constitute a commitment from Tullow; and
- any subsequent commitment will be advised from Tullow's C&P Department and be subject to Tullow's Standard Contract Terms and Conditions.

7.3 Competitive Tendering

When required the CA will issue a concise ITT with input from the CH, receive the quotations, and subsequently action any queries/qualifications with Tenderers in accordance with the Procedures outlined above.

CH will evaluate Tenders in conjunction with the CA. CH will submit the evaluation, containing reasonable justification for the award, to the CA for finalisation of the Contract and archiving.

7.4 Commitment Approval

The approved Requisition acts as the formal approval to continue into placing the commitment.

7.5 Contract Amendments

CRB POINT: Where an Amendment or Variation to a Contract is proposed and the value of such Amendment is expected to increase the value of the Contract to an amount greater than \$50,000 i.e from a Category 2 Commitment to a Category 1 Commitment, then a Recommendation to Amend (RTA) is required to be submitted to the CRB for Endorsement of such Amendment.

Such Endorsement must be obtained prior to the issue and execution of such Amendment.

7.6 Cost Overruns

MAXIMO POINT: Where a formal quotation exceeds the Requisition Value in Maximo, further approval for the excess will be required within Maximo from the relevant Budget Holder prior to finalising the Contract.

Notwithstanding this, where such overrun is deemed unacceptable for this process by the relevant C&P Manager, the Requisition will become subject to the award requirements of the more rigorous Category 1 Commitment Procedure.

CH is responsible for any applicable actions to account for any overrun in the event that the Contract results in an outturn cost in excess of the approved Contract value.

8 **AWARD & CONTRACT FINALISATION**

8.1 Notification of Award and Regrets

Following CRB Endorsement of the RTA the CA will, if deemed appropriate, draft a Letter of Award, in conjunction with the CH, and issue to the successful Tenderer.

CA will draft Letter(s) of Regret to notify the unsuccessful Tenderer(s) that they have not been awarded the Contract. Such letter(s) will be sent only following acceptance of the Letter of Award by the successful Supplier.

Where specifically requested a supplier de-brief may be provided for unsuccessful tenderers. Such meetings will be chaired by the CH and supported by the CA and NCA. This will help to disseminate learning and stimulate development of the Supplier community. Also at the request of an unsuccessful Tenderer, the reasons for not being successful in their Tender may be discussed with them, with the exception of any indication of percentage price difference or similar and with prior endorsement of the C&P Manager. In cases where a debriefing is carried out, all Tenderers shall be treated equally and offered a debriefing.

Letters of Intent are not to be used. In exceptional circumstances and subject to prior approval from the

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C&P Manager, an Interim Agreement may be used for limited scope, time or value. Such Interim Agreements will be prepared either by the Legal Department, the C&P manager or Group senior contract advisors.

8.2 Contract Formulation

CA will draft the Contract and co-ordinate input from the CH and others as required, including from the recommended Supplier, to conclude a document that encapsulates the agreements reached.

CA will advise the CH when the document is ready for review and, following review by the CH, will arrange for execution of the Contract.

Three original copies of all Contracts shall be executed. One copy for the Supplier, one copy for PEPD and one copy for retention by Tullow in Uganda. Each page of each of the Contracts will be initialled by the CA and then forwarded to the Supplier for execution. Upon receipt back from the Supplier the Form of Agreement will be signed by Tullow in accordance with the DoA. The estimated value of the Contract will dictate the level of DoA required. No DoA shall be implied from any CRB Approvals. The CA will then forward one original executed copy to the Supplier.

CA will retain Tullow's original copy of the executed Contract and arrange for copies of the executed Contract to be printed and distributed to the CH and other stakeholders.

8.3 File Retention and Archive

Tullow is required, for legal requirements as well as cost recovery purposes to retain all documents pertaining to the C&P Contracting Process that ultimately conclude in the execution of a Contract with a third-party company. Such retained documents should clearly show an audit trail of approvals and endorsements.

C&P are accountable for the retention of all documentation, including CRB Endorsements, original Tender submissions and Contract negotiations and for archiving them in both hardcopy and in Phoenix.

All evaluation documentation held by the Evaluation Team must be returned to the CA either to be destroyed or for filing and archiving as appropriate.

9 **EMERGENCY PROCUREMENT - BY EXCEPTION ONLY**

When an emergency situation exists and there is no opportunity to contract through the normal means as described within this CPPM, the CH may elect to procure the Goods/Services deemed necessary to handle the emergency. "Emergency" for these purposes means where there is serious danger of loss of life, damage to property or the environment or other significant event for which inaction would exacerbate a situation. Lack of forward planning will not be a valid reason for emergency procurement.

CH will be accountable to the CRB to explain the actions that are taken and to demonstrate why the actions taken were not done in compliance with the CPPM or through the formal channels with C&P involvement.

CH or his delegated representative should:

- endeavour to contact C&P for timely assistance and to generate a Requisition in accordance with this CPPM;
- formally issue instructions to the Supplier confirming that Tullow will pay all reasonable, correct, applicable and verifiable costs;
- contact the C&P Manager as soon as possible and pass on details of the arrangements that have been made; and,
- advise the Supplier that formal documentation will follow.

For purposes of good practice and audit, the CH should document reasons for this non-compliance in an RTA and forward to the C&P Manager for review, acceptance and placement on the Contract files.

10 **ADDITIONAL GOVERNANCE**

- 10.1 To ensure compliance with this CPPM, Tullow has an obligation to allow certain stakeholders the right of audit of Contracts placed in connection with our activities in Block 2. Such audits will comprise:

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- Group C&P Audits;
- Partner Audits; and
- PEPD Cost Recovery Audits.

10.2 Assurance Reviews will also be carried out by:

- Stakeholder participation in Lessons Learned In relation to Contracting Strategy;
- Peer Reviews of ITT documents; and
- Peer Reviews of Technical and Commercial Tender Evaluations.

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APPENDIX 1 – LIST OF EXCLUSIONS

The following table presents those categories that do not require a Requisition or order in Maximo and which are not subject to this procedure:

| Ref | Description |
|-----|---|
| 1 | <u>Travel and accommodation booked via the Tullow company arrangement:</u> The travel request is the originating document in this instance (rather than the requisition). |
| 2 | <u>Employee related items reclaimed via an employee expense claim and payroll</u> Including: <ul style="list-style-type: none"> • Relocation costs, including legal fees • Life insurance, health cover and medical expenses • Other employee benefits, including matching share payments • Training, recruitment and search fees. |
| 3 | <u>Treasury related payments, funding and derivatives:</u> Including: <ul style="list-style-type: none"> • Government payments (license fees and customs). |
| 4 | <u>Facilities:</u> Including: <ul style="list-style-type: none"> • Utilities and telecoms bills,* • Rent, • Rates and Service Charges, <p>* Where not covered by other procurement routes (e.g. ordering under a Framework Agreement).</p> |
| 5 | <u>Petty cash and Company credit cards:</u> Including: <ul style="list-style-type: none"> • Subscriptions and membership dues, • Donations, • Books, reports and periodicals. |
| 6 | <u>Office sundries:</u> Including: <ul style="list-style-type: none"> • Postage, |
| 7 | <u>Corporate purchasing:</u> Including: <ul style="list-style-type: none"> • All directly related services by Finance, Legal, Company Secretarial and Investor Relations , • Public relations expenses and retainers, including sponsorship • Investor relation fees, • Company secretarial related fees and filing charges, • Legal, audit, tax and related consultancy fees. <p>Some of these items may, based on guidance from the C&P manager, be subject to these procedures.</p> |
| 8 | <u>All Insurance</u> |

Note:

Agency Contractors:

A Request to Increase Headcount form is submitted to HR. Where this results in a contract hire, an order is raised by HR using Maximo.

TULLOW UGANDA OPERATIONS PTY LIMITED
LIST OF UGANDAN NATIONALS SECONDED TO TULLOW CORPORATE OFFICE IN LONDON - UK

| Name | Qualifications | Position | Intervention | Selection Criteria |
|------------------|--|------------------------------|--|---|
| 1. Allan Kajubi | MSC Petroleum Geo-science | Graduate Geo-scientists | <ul style="list-style-type: none"> Attached to Geology and Geophysics team in London. Attached to a Field Project Hands on experience in Exploration and Appraisal Geological activities. Under a technical coach and mentor | <p>Oil and Gas Industry qualifications</p> <p>Excellent performance in Education pursuits</p> <p>Career progression potential within the Oil and Gas Industry</p> <p>Aptitude and ability to thrive in a multi cultural environment</p> |
| 2. Godwin Matovu | MSC Petroleum Geo-science | Graduate Geo-scientist | <ul style="list-style-type: none"> Attached to Geology and Geophysics team in London. Attached to a Field Project Hands on experience in Exploration and Appraisal Geological activities. Under a technical coach and mentor | |
| 3. Sam Kabuye | MSC Structural Geology with Geophysics | Graduate Geo-scientist | <ul style="list-style-type: none"> Attached to Geology and Geophysics team in London. Attached to a Field Project Hands on experience in Exploration and Appraisal Geological activities. Under a technical coach and mentor | |
| 6. Nana Kagga | BSC Chemical Engineering | Graduate Production Engineer | <ul style="list-style-type: none"> Uganda FD Project Attachment Coaching. Modern Completions and Enhancement techniques Basic Reservoir Engineering | |
| 7. James Opiyo | MSC Chemical Engineering | Graduate Reservoir Engineer | <ul style="list-style-type: none"> Uganda FD Project attachment Coaching Basic reservoir engineering Well test interpretation | |

TULLOW UGANDA OPERATIONS PTY LIMITED
LIST OF UGANDAN NATIONALS SECONDED TO TULLOW CORPORATE OFFICE IN LONDON - UK

| | | | | |
|------------------------|------------------------------|-------------------------------------|--|--|
| 8.Pamela Kyomugisha | MSC Petroleum Engineering | Graduate Reservoir Engineer | <ul style="list-style-type: none"> • Uganda FD Project attachment • Coaching • Petrel • Well Site Operations experience | |
| 9.Benson Ainebyona | BSC Petroleum Engineering | Graduate Reservoir Engineer | <ul style="list-style-type: none"> • Uganda FD Project attachment • Coaching • Well test interpretations • Well Site Operations experience | |
| 10.Lynda Biribonwa | MSC Environmental Science | Corporate Environment Advisor | <ul style="list-style-type: none"> • Attached to the Corporate Environment team which oversees Environment Management for the Tullow Oil Group. | <p>Oil and Gas Industry qualifications</p> <p>Excellent performance in role</p> <p>Leadership and Management Potential</p> <p>Career progression potential within the Oil and Gas Industry</p> <p>Aptitude and ability to thrive in a multi cultural environment</p> |

TULLOW UGANDA OPERATIONS PTY LIMITED

LIST OF UGANDAN NATIONALS ON OVERSEAS DEVELOPMENT PROGRAMMES

| Names | Course | Position | Career Direction | Selection Criteria |
|--------------------|------------------------------------|-------------------------------|---|---|
| 1. Kenneth Opitto | NVQ 3 Production Supervisor course | Trainee Production Supervisor | Moved from position of Field Operations Supervisor to Production supervisor | <p>Already in Production supervisor role</p> <p>Role incumbents being trained in preparation for the Production phase of the business</p> |
| 2. Alfred Busobozi | NVQ 3 Production Supervisor course | Trainee Production Supervisor | Moved from position of Field Operations Supervisor to Trainee Production supervisor in preparation of the Production phase of the business. | |
| 3. Godfrey Ojambo | NVQ 3 Production Supervisor course | Trainee Production Supervisor | Moved from position of Field Operations Supervisor to Trainee Production supervisor in preparation of the Production phase of the business. | |
| 4. Innocent Osuna | NVQ 3 Production Supervisor course | Trainee Production Supervisor | Moved from position of Field Operations Supervisor to Trainee Production supervisor in preparation of the Production phase of the business. | |
| 5. Mark Olweny | NVQ 3 Production Supervisor course | Trainee Production Supervisor | Moved from position of Field Operations Supervisor to Trainee Production supervisor in preparation of the Production phase of the business. | |

TULLOW UGANDA OPERATIONS PTY LIMITED
LIST OF UGANDA NATIONALS ON SPONSORED STUDY PROGRAMMES

| Names | Course | Position | Career Direction | Selection Criteria |
|--------------------|--|---|--|--|
| Jude Bwanika | MSC Petroleum Geo-science at University of Manchester UK | On course full time On-going, to complete September 2012 | At completion will assume role of Graduate Geo-scientist | Ugandan Citizenship and Residency Below 27 years of Age First Class or Upper Second in Geosciences from a recognized University Admission in any of the Following Universities: Leeds, Manchester, Aberdeen, Herriot Watt, Royal Holloway. |
| Rebecca Kyokwijuka | MSC Petroleum Geo-science at University of Manchester UK | On course full time On-going, to complete September 2012 | At completion will assume role of Graduate Geo-scientist | Commitment to return to Uganda and contribute to development Understand the value of pursuing this course from the UK |
| James Ecau | MSC Petroleum Geo-science at University of Manchester UK | On course full time On-going, to complete September 2012 | At completion will assume role of Graduate Geo-scientist | |
| Halima Besisira | MSC Actuarial Sciences University of Southampton | On course full time On-going, to complete September 2012 | To take on an actuarial science role at Group level | Halima Besisira has a Bachelors degree in Applied Mathematics and she became a natural candidate for actuarial practice in the organization. She is being sponsored to pursue masters in Actuarial Science so that she can take an Actuarial Science role at the Tullow headquarters in Chiswick London. |

Tullow Oil plc

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The minutes from meetings of the Advisory Committee (ACM) and details of work plans and budgets submitted by Tullow to the ACM are too large to upload to our website.

If you would like a copy, please contact George Cazenove or Robert Swaine at media@tullowoil.com