

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

THE MINISTRY OF OIL AND)	
MINERALS OF THE REPUBLIC)	
OF YEMEN, ON ITS OWN BEHALF)	
AND/OR FOR AND ON)	
BEHALF OF THE REPUBLIC OF)	No. 23-mc-59-WCB
YEMEN,)	
)	
Petitioner,)	
)	
v.)	
)	
OCCIDENTAL PENINSULA, LLC and)	
OCCIDENTAL PENINSULA II, INC.,)	
)	
Respondents.)	

CONSENT JUDGMENT

Petitioner The Ministry of Oil and Minerals of the Republic of Yemen, on its own behalf and/or for and on behalf of the Republic of Yemen (“Petitioner” / “the Ministry”), Respondents Occidental Peninsula, LLC (“Oxy I”) and Occidental Peninsula II, Inc. (“Oxy II” and, collectively “Respondents”) hereby stipulate as follows:

WHEREAS, Petitioner filed a Petition to Recognize, Confirm and Enforce a Foreign Arbitral Award seeking to (i) confirm and recognize the Final Award dated February 4, 2020, with its Addendum and Decision to the Final Award dated August 26, 2020 (together, the “Masila A Award”), in the arbitration styled “*The Ministry of Oil and Minerals of the Republic of Yemen, on its own behalf and/or for and on behalf of the Republic of Yemen (Republic of Yemen), Claimant, and 1. Canadian Nexen Petroleum Yemen (Republic of Yemen) 2. Consolidated Contractors (Oil & Gas) Company S.A.L. (Republic of Lebanon) 3. Occidental Peninsula, LLC (United States of America) 4. Occidental Peninsula II, INC (Federation of Saint Kitts and Nevis), Respondents* [(collectively the “Contractor Group”)] (ICC Arbitration No. 19869/MCP/DDA)” (the “Masila A

Arbitration”), (ii) enter judgment in favor of Petitioner against Oxy I pursuant to the Masila A Award with interest and costs as provided therein, plus the costs of this proceeding, and (iii) award Petitioner such other and further relief as the Court deems just and proper;

WHEREAS, the Masila A Arbitration and the Masila B Arbitration, as defined below, both involved disputes arising out of an Agreement for Petroleum Exploration and Production dated September 15, 1986 (the “PSA”);

WHEREAS, in the Masila A Award, Petitioner was awarded a total gross amount of USD 9,189,511.58 and GBP 950,854.50 plus interest at the rate of 5% per annum from the date of the PSA expiry (December 17, 2011) until the date of full payment against the Contractor Group; on a net and several basis, Oxy I is obligated under the PSA to pay 18% of the total gross amount of the Masila A Award and Oxy II is obligated under the PSA to pay 20% of the total gross amount of the Masila A Award;

WHEREAS, Petitioner and Respondents were also parties (among others, that is, the Contractor Group) to ICC Arbitration Case No.23119/DDA/ELU (the “Masila B Arbitration”), which resulted in an award against Petitioner in the total gross amount of USD 6,406,848.43 plus GBP 1,524,436.00 plus CAD 1,478.70 plus post-award interest at the SOFR 12-month reference rate plus 2%, compounded annually, from the date of the award until full and final payment (the “Masila B Award”); on a net and several basis, Oxy I is entitled under the PSA to receive 18% of the total gross amount of the Masila B Award and Oxy II is entitled under the PSA to receive 20% of the total gross amount of the Masila B Award;

WHEREAS, Oxy II was added as a party to this action by stipulation for purposes of Petitioner’s request to confirm the Masila A Award against Oxy II (D.I. 22) and because Oxy II was party to the Masila A Award and the Masila B Award;

WHEREAS, Oxy I and Oxy II filed an Answer and Counterclaim seeking to confirm the Masila B Award (D.I. 25) and a copy of the Masila B Award was lodged with the Court under seal;

WHEREAS, Petitioner sent a notice of set-off on February 15, 2023, pursuant to which Petitioner exercised its right of set-off based on the Masila A Award and the Masila B Award. As a result of the set-off, Oxy I was liable for a net sum of USD 144,345.86 as of February 15, 2023, with interest continuing to accrue at the rate of 5% per annum per the Masila A Award;

WHEREAS, Petitioner also sent a notice of set-off to Oxy II on February 15, 2023, pursuant to which Petitioner exercised its right of set-off as a result of the Masila A Award and the Masila B Award. As a result of the set off, Oxy II was liable for a net sum of USD 160,384.30 as of February 15, 2023, with interest continuing to accrue at the rate of 5% per annum per the Masila A Award;

WHEREAS, Petitioner and Respondents wish to avoid litigation over this issue and will stipulate that the Masila A Award and the Masila B Award are final, enforceable, and binding;

WHEREAS, Petitioner and Respondents have not challenged, and each agree not to challenge, the Masila A Award or the Masila B Award, in any way or in any forum as against each other, and further agree that all otherwise applicable challenge periods as against each other are deemed to have expired;

WHEREAS, Petitioner and Respondents each agree not to enforce the Masila A Award, the Masila B Award, or this Consent Judgment against each other in any forum other than this Court and this proceeding, whether in the United States, in Saint Kitts and Nevis, in Yemen, or anywhere else in the world;

WHEREAS, Petitioner has represented that it has authority to enforce the Masila A Award and accept the offset related to the Masila B Award and further represents that payment is to be made to Petitioner's designated bank in accordance with the instructions provided by letter dated September 15, 2023;

NOW THEREFORE, the parties hereby stipulate, subject to approval of the Court, as follows:

IT IS ORDERED AND ADJUDGED that:

1. This Court has jurisdiction over the parties and subject matter of this action;
2. This Court recognizes that it is undisputed among Petitioner and Respondents that both the Masila A Award and the Masila B Award are final, enforceable, and binding on them;
3. Judgment is hereby entered in favor of Petitioner against Oxy I in the amount of USD 144,345.86, representing all remaining sums owing under the Masila A Award and the Masila B Award, which amount shall be paid by Oxy I within thirty (30) days of the date this Consent Judgment is "so ordered" by the Court, failing which Oxy I will be obligated to pay the principal amount of USD 144,345.86 plus interest of 5% per annum accruing from the date the Consent Judgment is "so ordered" to the date of payment ("Oxy I's Net Amount");
4. Judgment is hereby entered in favor of Petitioner against Oxy II in the amount of USD 160,384.30, representing all remaining sums owing under the Masila A Award and the Masila B Award, which amount shall be paid by Oxy II within thirty (30) days of the date this Consent Judgment is "so ordered" by the Court, failing which Oxy II will be obligated to pay the principal amount of USD 160,384.30 plus interest of 5% per annum accruing from the date the Consent Judgment is "so ordered" to the date of payment ("Oxy II's Net Amount");

5. Petitioner's receipt of Oxy I's Net Amount shall constitute full, complete, and final satisfaction of any obligation by Oxy I to pay any part of the Masila A Award and the Masila B Award against it;

6. Petitioner's receipt of Oxy II's Net Amount shall constitute full, complete, and final satisfaction of any obligation by Oxy II to pay any part of the Masila A Award and the Masila B Award against it;

7. Upon Petitioner's receipt of Oxy I's Net Amount and Oxy II's Net Amount, which are the amounts that Respondents owe Petitioner, any obligation by Respondents to pay Petitioner and any obligation by Petitioner to pay Respondents, any part of the Masila A Award and the Masila B Award owed, shall be deemed to have been fully, completely, and finally satisfied;

8. The Court shall retain jurisdiction to the extent necessary to enforce the terms of this Consent Judgment; and

9. The parties shall bear their own costs and attorneys' fees.

/s/ Seth Niederman
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Dated: September 19, 2023

SO ORDERED this _____ day of _____, 2023.

The Honorable William C. Bryson