

DEED OF ASSIGNMENT

WEST CAPE THREE POINTS

THIS DEED OF ASSIGNMENT is made the 1st day of September 2006

BY AND AMONG:

1. Kosmos Energy Ghana HC a Cayman Islands exempted company (“**Assignor**”);
2. Tullow Ghana Limited a Jersey Company (“**Tullow**”);
3. Sabre Oil and Gas Limited a Scottish Company (“**Sabre**”);
4. The Minister of Energy representing the Government of the Republic of Ghana; and
5. The Ghana National Petroleum Corporation, a public corporation established by Provisional National Defence Council Law 64 or 1983 (“**GNPC**”),

collectively referred to as the “**Parties**” and individually as a “**Party**”. Tullow and Sabre are referred to together as “**Assignees**”).

WHEREAS

- (A) Assignor has agreed to assign and transfer to Tullow and to Sabre respectively an undivided twenty two point eight nine six percent (22.896%) Participating Interest and an undivided one point eight five four percent (1.854%) Participating Interest in the Petroleum Agreement (the “**Subject Interest**”).
- (B) The prior consent of the Minister of Energy of the Government of the Republic of Ghana and of GNPC to this assignment has been granted pursuant to the letter August 18, 2006 annexed hereto.
- (C) In order to effect the assignments and transfers referred to in Recital (A), the Parties have agreed to the execution of this Deed.

THEREFORE it is agreed as follows:

1. In this Deed:
 - (a) unless the context otherwise requires, the words, phrases and expressions defined in the Petroleum Agreement shall have the meaning given to them in the Petroleum Agreement.
 - (b) references to clauses are to clauses to this Deed unless otherwise specified;
 - (c) references to the singular shall include the plural and vice versa; and
 - (d) the following terms shall bear the meanings ascribed to them:

“**Effective Date**” shall have the meaning given to such term in the Farm-out Agreement;

- “Farm-out Agreement”** means the agreement dated February 1, 2006 between Assignor and Assignees;
- “Participating Interest”** means an undivided percentage interest in the rights, privileges, duties and obligations of the Contractor under the Petroleum Agreement;
- “Petroleum Agreement”** means the Petroleum Agreement dated 22 July, 2004 amongst the Government of the Republic of Ghana, GNPC, Kosmos and the E.O. Group Limited in regards to the West Cape Three Points Block, Offshore Ghana; and
- “Subject Interest”** shall have the meaning ascribed thereto in the Recitals.

2. By this Deed Assignor assigns and Assignees accept the assignment by Assignor of all of Assignor’s rights, entitlements, obligations and liabilities in the Subject Interest, subject to and in accordance with the terms and conditions of this Deed.
3. Each of the Assignees separately in respect of its own share of the Subject Interest covenant that with effect on and from the Effective Date, in respect of such share of the Subject Interest, it shall perform and observe all of the terms and conditions contained in, and shall assume all obligations and liabilities arising in and under, the Petroleum Agreement and each Party shall accept such performance and observance by Assignees in place of Assignor. Tullow and Sabre, shall, each pro rata to its share of the Subject Interest, be liable to the other Parties for any claims, fines, proceedings, injury, costs (including reasonable legal costs), loss, damage, or expense incurred by the other Parties as a result of the failure by Tullow or Sabre as the case may be, to comply with its obligation under this clause 3.
4. Nothing contained herein shall prejudice the rights and obligations of Assignor and Assignees under or in connection with the Petroleum Agreement and any other documents made between them in relation to the transfer of the Subject Interest.
5. Each Party shall keep confidential and shall not disclose to any third party any information provided by the other Parties in connection with the negotiations, execution or performance of this Deed without the prior written consent of the other Parties which shall not be unreasonably withheld or delayed; provided that nothing in this Deed shall prevent the disclosure of information in the circumstances set forth in clause 16.5 of the Petroleum Agreement (subject to clause 16.6 thereof), which shall be deemed to be repeated, mutatis mutandis, herein.
6. No Party shall make any announcement to the public or otherwise publicise this Deed or any arrangement entered into under or in connection with this Deed without the prior written consent of the other Parties, such consent not to be unreasonably withheld or delayed.
7. This Deed may only be amended or varied by the written agreement of each of the Parties.
8. No waiver or failure by a Party to insist on the strict performance of this Deed or to act in respect of the default of another Party and no acceptance of payment or performance during the continuance of any such default shall preclude any right, relief or remedy under or in connection with this Deed available to the non-defaulting Parties and may not be relied upon by the defaulting Party as a consent to that default or to its repetition.

9. No Party shall be entitled to assign this Deed without the consent of the other Parties. This Deed shall bind and enure to the benefit of the Parties and their respective successors and permitted assigns.
10. All notices and other communications required or permitted under this Deed shall be in writing to the appropriate Party at the address specified below:

If to Assignor, to:

Kosmos Energy Ghana HC

c/o Kosmos Energy, LLC
8401 N. Central Expressway, Suite 280
Dallas, Texas 75225

Attn: W. Greg Dunlevy

Fax: (001) 214 363 9024

If to Sabre, to:

Sabre Oil and Gas Limited
4 Rubislaw Place,
Aberdeen,
Scotland, AB10 1Xn

Attn: Andrew MacDonald

Fax: 44 (0) 1224 649 700

**If to the Minister of Energy on behalf of
The Government of the Republic of
Ghana, to:**

Minister of Energy

Private Mail Bag
Ministry Post Office
Accra, Ghana

Attn: Minister of Energy

Fax: (233) 216 682662

If to Tullow to:

Tullow Ghana Limited

P.O. Box 532,
Channel House,
7 Esplanade,
St. Helier,
Jersey
Channel Islands, JE4 5UW

Attn: Gerry Sheehan

Fax: (353) 1 293 0400

If to GNPC, to:

Ghana National Petroleum Corporation

Petroleum House
Harbour Road
Private Mail Bag
Tema, Ghana


Attn: The Managing Director


Fax: (233) 212 32039

11. Any Party may send any notice, request, demand, claim or other communication hereunder to the intended recipient Party at the address set forth above by mail, personal delivery, expedited or overnight courier, messenger service or fax, but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient Party. Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.
12. The Parties agree to promptly execute and deliver all such further instruments and promptly do and perform all such further acts and things as shall be necessary or expedient for the carrying out of the provisions of this Deed.
13. This Deed shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
14. The Deed is governed by and shall be construed in accordance with the laws of Ghana.

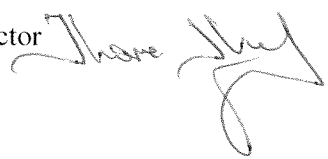
IN WITNESS WHEREOF this Deed has been executed for and on behalf of the Parties

EXECUTED as a DEED)
 On behalf of)
KOSMOS ENERGY GHANA HC)

Director 

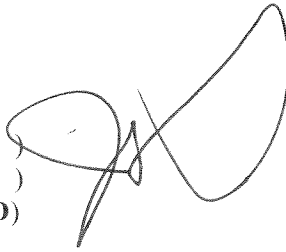
Director/Secretary 

EXECUTED as a DEED)
 On behalf of)
TULLOW GHANA LIMITED)

Director 

Director/Secretary 

EXECUTED as a DEED
On behalf of
SABRE OIL AND GAS LIMITED)



Director

Director/Secretary



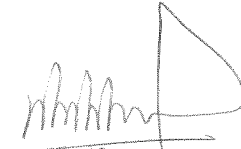
EXECUTED as a DEED)
On behalf of)
**THE GOVERNMENT OF THE)
REPUBLIC OF GHANA)**



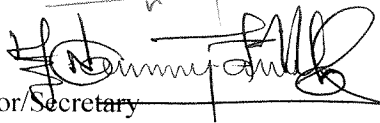
Minister of Energy

EXECUTED as a DEED)
On behalf of)
**THE GHANA NATIONAL)
PETROLEUM CORPORATION)**

Director



Director/Secretary



MINISTRY OF ENERGY

Tel: 667152/683961-4
Telex: 2436 ENERGY GH
Fax: 668262
IDD Code (233-21)
E-mail: moen@energymin.gov.gh



Private Mail Bag
Ministries Post Office
Accra, Ghana.

Post Office Box SD.40
Stadium Post Office
Accra, Ghana.

Republic of Ghana

DA 119/255/01

August 18, 2006

Kosmos Energy
8401 North Central Expressway
Suite 280, Dallas
Texas 75225

Re: Petroleum Agreement
West Cape Three Points Block, Offshore Ghana
Assignment of a Participating Interest to Tullow and Sabre

This Ministry has received your letter dated July 20, 2006 regarding the above.

The Ministry of Energy and Ghana National Petroleum Corporation (GNPC) hereby approve your request to assign 22.896% and 1.854% of the Contractor's Participating Interest in the West Cape Three Points Block, Offshore Ghana to Tullow Ghana Limited and Sabre Oil and Gas Limited, respectively.

We hope this would accelerate the pace of exploration in the block.


Hon. Joseph K. Adda (MP)
Minister

Cc: The Managing Director
GNPC
Tema

The Country Manager
Kosmos Energy
Accra