

## DEED OF ASSIGNMENT WEST CAPE THREE POINTS

THIS DEED OF ASSIGNMENT is made as of 10 December 2008 ("Effective Date") made by and among:

- (1) The E.O. Group Limited, a company organised and existing under the laws of the Republic of Ghana ("Assignor");
- (2) KG Group Limited, a Cayman Islands exempted company ("Assignee");
- (3) Anadarko WCTP Company, a Cayman Islands company ("Anadarko");
- (4) Kosmos Energy Ghana HC, a Cayman Islands exempted company ("Kosmos");
- (5) Sabre Oil & Gas Holdings Limited, a British Virgin Islands company ("Sabre"); and
- (6) Tullow Ghana Limited, a Jersey company ("Tullow");

Collectively referred to as the "Parties" and individually as a "Party".

### WHEREAS

- (a) In implementation of a group restructuring, Assignor has agreed to assign and transfer the Subject Interest to Assignee.
- (b) The consent of the Ghana National Petroleum Corporation to such assignment and transfer was granted 4 December 2008 and the consent of the Minister of Energy of the Government of the Republic of Ghana to such assignment and transfer was granted 10 December 2008.
- (c) In order to effect such assignment and transfer, 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 meanings 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:

"Participating Interest" shall mean an undivided percentage interest in the rights, privileges, duties and obligations of the Contractor under the Petroleum Agreement;

"Petroleum Agreement" shall mean the Petroleum Agreement dated 22 July, 2004 amongst the Government of the Republic of Ghana, GNPC, Kosmos and Assignor in respect of the West Cape Three Points Block, offshore Ghana; and

"Subject Interest" shall mean Assignor's entire undivided three decimal five percent (3.5%) Participating Interest in the Petroleum Agreement.

- (2) By this Deed Assignor assigns and Assignee accepts the assignment by Assignor with effect on and from the Effective Date, 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. Assignor and Assignee jointly and severally warrant and represent to the other Parties that (i) the two sole shareholders of Assignor are also the two sole shareholders of Assignee and (ii) each such shareholder owns fifty percent (50%) of the equity interests and fifty percent (50%) of the voting rights in both Assignor and Assignee.
- (3) Assignee covenants that with effect on and from the Effective Date, in respect 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 Assignee in place of Assignor in relation to the Subject Interest. Assignee shall 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 Assignee to comply with its obligations under this clause 3.
- (4) Nothing contained herein shall prejudice the rights and obligations of Assignor and Assignee 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) 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.
- (6) This Deed may be amended or varied only by the written agreement of each of the Parties.
- (7) 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.
- (8) 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.
- (9) All notices and other communications required or permitted under this Deed shall be in writing to the appropriate Party at the address specified below:

The E.O. Group Limited  
Private Mail Bag CT 123  
Cantonments – Accra, Ghana  
Attention: George Owusu  
Email: georgeyawowusu@yahoo.com  
Telephone: +233 244 339 059  
Copy to: Barnes & Cascio LLP  
Fax: +1 281 875 0255  
Email: james@barnescascio.com  
Telephone: +1 281 875 0250

KG Group Limited  
Private Mail Bag CT 123  
Cantonments – Accra, Ghana  
Attention: George Owusu  
Email: georgeyawowusu@yahoo.com  
Telephone: +233 244 339 059  
Copy to: Barnes & Cascio LLP  
Fax: +1 281 875 0255  
Email: james@barnescascio.com  
Telephone: +1 281 875 0250

Anadarko WCTP Company  
1201 Lake Robbins Drive  
The Woodlands  
Texas 77380  
United States of America  
Attention: Manager International  
Negotiations  
Fax: +1 832 636 9800  
Email: john.bostock@anadarko.com  
Telephone: +1 832 636 2827  
Copy to: General Counsel International  
Fax: +1 832 636 5587  
Email: luis.derrota@anadarko.com  
Telephone: +1 832 636 7523

Sabre Oil & Gas Holdings Limited  
Avenue Louis Casai 18, 5th Floor  
CH-1203 Geneva, Switzerland  
Attention: David Lampe - Director  
Fax: + 41 22 747 7763  
Email: david.lampe@sabreoilandgas.com  
Telephone: + 41 22 747 7763

Copy to: David Morton - Director  
Fax: + 44 (0) 1932 221115  
Email: david.morton@sabreoilandgas.com  
Telephone: + 44 (0) 1932 230063

Kosmos Energy Ghana HC  
Suite 409, 4th Floor  
Century Yard, Cricket Square  
Elgin Avenue, George Town  
P.O. Box 32322  
Grand Cayman KY1-1209  
CAYMAN ISLANDS  
Attention: Mr. Andrew Johnson  
Fax: +345 946 4090  
Telephone: +345 814 6703  
Copy to: General Counsel  
Fax: +1 972 739 7710  
Email: whayes@Kosmosenergy.com  
Telephone: +1 972 739 7700

Tullow Ghana Limited  
Del Mina Place  
Orphan Crescent  
Labone  
Osu Accra, Ghana  
Attention: President and General Manager,  
Tullow Ghana  
Fax: +233 21 768121  
Email: dai.jones@tullowoil.com  
Telephone: +233 21 763 600  
Copy to: General Counsel, Tullow Oil plc  
Fax: +44 208 994 5332  
Email: graham.martin@tullowoil.com  
Telephone: +44 208 996 1000

- (10) 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.
- (11) 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.

(12) This Deed shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

(13) This 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  
**THE E.O. GROUP LIMITED**

By: [Signature]  
Name: GEORGE OWUSU  
Title: Managing Partner  
Date: FEB. 5<sup>th</sup> 2009

Witnessed:

By: [Signature]  
Name: Ruth Adashie  
Title: Admin Manager  
Date: 5/2/09

Executed as a deed on behalf of  
**KG GROUP LIMITED**

By: [Signature]  
Name: GEORGE OWUSU  
Title: Managing Partner  
Date: FEB 5<sup>th</sup> 2009

Witnessed:

By: [Signature]  
Name: Ruth Adashie  
Title: Admin Manager  
Date: 5/2/09

Executed as a deed on behalf of  
**ANADARKO WCTP COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witnessed:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

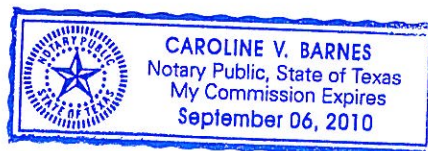
Executed as a deed on behalf of  
**KOSMOS ENERGY GHANA HC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witnessed:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

I certify this is a true copy  
of the original document  
Caroline Barnes 27 Apr 09  
Notary Public Date



[Signature]

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

Executed as a deed on behalf of  
**THE E.O. GROUP LIMITED**

Witnessed:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Executed as a deed on behalf of  
**KG GROUP LIMITED**

Witnessed:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Executed as a deed on behalf of  
**ANADARKO WCTP COMPANY**

Witnessed:

By: Charles A. Meloy  
Name: Charles A. Meloy  
Title: Director & Senior VP  
Date: February 9, 2009

By: Robert K. Reeves  
Name: Robert K. Reeves  
Title: Director & Senior VP & Secretary  
Date: February 9, 2009

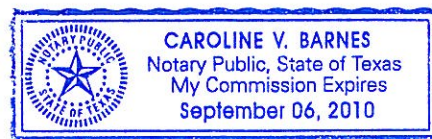
Executed as a deed on behalf of  
**KOSMOS ENERGY GHANA HC**

Witnessed:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

I certify this is a true copy  
of the original document  
Caroline V. Barnes 27 Apr 09  
Notary Public Date





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(13) This 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

**THE E.O. GROUP LIMITED**

Witnessed:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Executed as a deed on behalf of

**KG GROUP LIMITED**

Witnessed:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Executed as a deed on behalf of

**ANADARKO WCTP COMPANY**

Witnessed:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Executed as a deed on behalf of

**KOSMOS ENERGY GHANA HC**

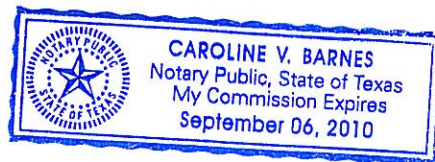
Witnessed:

By: *Andy Morman*  
Name: Andy Morman  
Title: Asset Manager  
Date: Feb - 5 - 2009

By: *[Signature]*  
Name: SAMPSON KUSI - APPAH  
Title: CHIEF ACCOUNTANT  
Date: FEB 5, 2009

I certify this is a true copy  
of the original document

*Caroline V Barnes* 22 Apr 09  
Notary Public Date



Executed as a deed on behalf of  
SABRE OIL & GAS HOLDINGS LIMITED

By: [Signature]  
Name: DAVID LAMPE  
Title: DIRECTOR  
Date: 27 FEB 2009

Witnessed:

By: [Signature]  
Name: DAVID MORTON  
Title: DIRECTOR  
Date: 6 FEB 2009

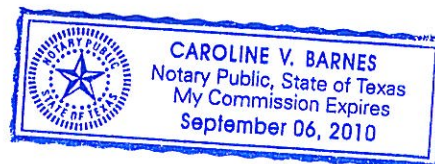
Executed as a deed on behalf of  
TULLOW GHANA LIMITED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witnessed:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

I certify this is a true copy  
of the original document  
Caroline V. Barnes 27 Apr 07  
Notary Public Date



Executed as a deed on behalf of  
**SABRE OIL & GAS HOLDINGS LIMITED**

Witnessed:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Executed as a deed on behalf of  
**TULLOW GHANA LIMITED**

~~Witnessed:~~

By: *A. Graham Martin*  
Name: GRAHAM MARTIN  
Title: DIRECTOR  
Date: 10/2/09

By: *Jan Sprinnett*  
Name: JAN SPRINETT  
Title: ATTORNEY  
Date: 10/2/09

I certify this is a true copy  
of the original document  
*Caroline V. Barnes* 27 Apr 09  
Notary Public Date

