

2006-61-INTL 007

DEED OF ASSIGNMENT

(Deepwater Tano)

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. Anadarko WCTP Company, a Ghanaian company ("Assignee");
3. The Minister of Energy representing the Government of the Republic of Ghana;
4. The Ghana National Petroleum Corporation, a public corporation established by Provisional National Defence Council Law 64 of 1983 ("GNPC"); and

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

WHEREAS

- (A) Assignor has agreed to assign and transfer to Assignee an undivided 18% 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 assignment and transfer 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 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:

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

"Farmout Agreement" means the agreement between Assignor and Assignee dated March, 2006, and as amended

"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 10 March 2006 amongst the Government of the Republic of Ghana, GNPC, Assignor, Tullow Ghana Limited and Sabre Oil and Gas Limited in respect of the Deepwater Tano Block, offshore Ghana; and

"Subject Interest" shall have the meaning ascribed thereto in the Recitals.


2. By this Deed Assignor assigns and Assignee accepts 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. Assignor hereby represents and warrants to Assignee that:
 - (a) As of the date hereof, neither Assignor nor its employees or agents have taken or agreed to take any action which would result in liability for commissions, finder's fees or other compensation for services in connection with this Agreement.
 - (b) Assignor has the legal right, power and authorization to execute and enter into this Deed and to act upon this Deed in accordance with its terms;
 - (c) Assignor has not transferred, assigned or encumbered in any way the Subject Interest;
 - (d) To the knowledge of Assignor, the Petroleum Agreement is in full force and effect;
 - (e) As of the date hereof, Assignor is not aware of (i) any litigation relating to the Petroleum Agreement or (ii) any breach or threatened revocation of the Petroleum Agreement.
4. 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. 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 4.
5. 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.
6. Each Party shall keep confidential and shall not disclose to any third party any information provided by the other Parties in connection with the negotiation, execution or performance of this Deed without the prior written consent of the

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. 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
KOSMOS ENERGY GHANA HC

) 
Director

) 
Director/Secretary

EXECUTED as a DEED
on behalf of
ANADARKO WCTP COMPANY

) 
Director

) 
Director/Secretary

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

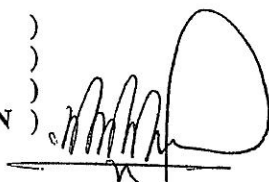
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Minister of Energy

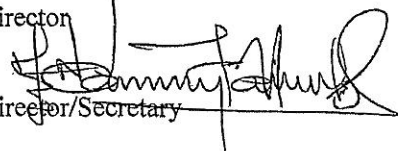
EXECUTED as a DEED
on behalf of
**THE GHANA NATIONAL
PETROLEUM CORPORATION**

)
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)
)



Director

Director/Secretary



FROM :

FAX NO. :021775361

Aug. 18 2006 01:44PM P2

MINISTRY OF ENERGY

Tel: 667152 / 683961-4
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Accra, Ghana.

Republic of Ghana

DA 119/255/04

August 18, 2006

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

Re: Petroleum Agreement
Deepwater Tano Block, Offshore Ghana
Assignment of a Participating Interest to Anadarko

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 18% of Deepwater Tano Block Offshore Ghana to Anadarko Petroleum Corporation.

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 ✓