

DEED OF ASSIGNMENT

TANO DEEP

THIS DEED OF ASSIGNMENT is made the 31st day of March 2008

BY AND AMONG:

Tullow Ghana Limited a Jersey Company ("**Tullow**");

Kosmos Energy Ghana HC a Cayman Islands company ("**Kosmos**");

Anadarko WCTP Company a Cayman Islands company ("**Anadarko**");

Sabre Oil and Gas Limited a Scottish Company ("**Assignor**"); and

Sabre Oil & Gas Holdings Limited ("**Assignee**") a British Virgin Islands Company

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 to Assignee its entire undivided Participating Interest of four point five percent 4.5% in the Petroleum Agreement dated 10th March 2007 in respect of the Deep Water Tano Contract Area (the "**Subject Interest**").
- (B) The prior consent of the Minister of Energy of the Government of the Republic of Ghana and of GNPC to these assignments has been granted.
- (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 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 mean 14th June 2007;

“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 10th March , 2006 amongst the Government of the Republic of Ghana, GNPC, Tullow, Kosmos and Assignor in respect of the Deep Water Tano Contract Area, 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 with effect on and from the Effective Date, of all of Assignor’s rights, entitlements, obligations and liabilities in the respective Subject Interest, subject to and in accordance with the terms and conditions of this Deed.
3. Assignee hereby covenants that with effect on and from the Effective Date, 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 only be amended or varied 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:

If to Tullow, to:

Tullow Ghana Limited
c/o 21st Floor
Metropolitan Centre
7 Coen Steytler Ave
Cape Town 8001
South Africa
Attn: Exploration Manager
Fax: +27 21 400 7660

If to Kosmos, to:

Kosmos Energy Ghana HC
c/o Kosmos Energy, LLC
8401 North Central Expressway; Suite 280
Dallas, Texas 75225
Attn: W. Greg Dunlevy
Fax: (214) 363 9024

If to Anadarko, to:

Anadarko WCTP Company
1201 Lake Robbins Drive
The Woodlands, Texas 77380 USA
ATTN: Manager, Int'l Negotiations
Fax: + 832-636-8023
Tel: +1 832/636-2827
Anadarko WCTP Company

If to Assignor, to:

Sabre Oil and Gas Limited
4 Rubislaw Place
Aberdeen
Scotland AB10 1XN
Attn: Andrew MacDonald
Fax: +44 (0) 1224 649 700

If to Assignee, to:

Sabre Oil & Gas Holdings Limited
Avenue Louis-Casai
CH-1209 Geneva
Switzerland

Attn. David Lampe
Fax+41 22 747 7990

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.

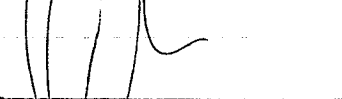
IN WITNESS WHEREOF this Deed has been executed for and on behalf of the Parties.

EXECUTED as a DEED
on behalf of
TULLOW GHANA LIMITED

) Mr. R. L. Geens

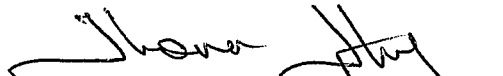
MR. A. E. DRIESSEN

) 

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Director A

Director A


Director/Secretary
DIRECTOR B

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)
TULLOW GHANA LIMITED)

Director

Director/Secretary

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**)~~
~~Ministry of Energy~~

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.
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 on behalf of)
TULLOW GHANA LIMITED)

Director

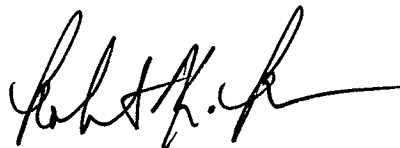
Director/Secretary

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

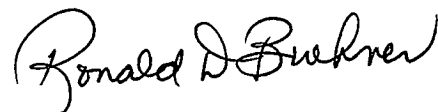
Director

Director/Secretary

EXECUTED as a DEED)
 on behalf of)
ANADARKO WCTP COMPANY)



Director

Director/Secretary

~~EXECUTED as a Deed~~)
on behalf of)
THE GHANA NATIONAL)
PETROLEUM CORPORATION)

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)
SABRE OIL & GAS HOLDINGS LIMITED)

Director

Director/Secretary


ANDREW MACDONALD
Selma MacDonald
SELMA MACDONALD

SAND LAMPE