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Execution Version

Block 6

"FORM OF CONTRACT DEED OF ASSIGNMENT"

DEED OF ASSIGNMENT

(PRODUCTION SHARING CONTRACT – BLOCK 6 EEZ)

The present Deed of Assignment is concluded by and between:

THE DEMOCRATIC REPUBLIC OF SAO TOME AND PRINCIPE represented by the Agência Nacional do Petróleo de São Tomé e Príncipe, hereinafter referred to as **"ANP-STP"**;

and

GALP STP UNIPessoal, LDA., a company existing under the laws of República Democrática de S. Tomé e Príncipe, registered in the Guiché Único para Empresas with the number A100001/2015, with the tax number 517274968, with registered office in Avenida da Independência 392 II/III, São Tomé – São Tomé e Príncipe, hereinafter referred to as **"GALP"**;

KOSMOS ENERGY SAO TOME AND PRINCIPE, a company existing under the laws of the Cayman Islands, whose registered office is located at 4th Floor, Century Yard, Cricket Square, Hutchins Drive, Elgin Avenue, George Town, Grand Cayman KY1-1209, Cayman Islands, with a branch registered in Sao Tome and Principe with the Guiché Único para Empresas under nº 5492/2016 at Condomínio da Praia Lagarto C.P. 987, Distrito de Água Grande, São Tomé - São Tomé e Príncipe, hereinafter referred to as **"KOSMOS"**;

SHELL SAO TOME AND PRINCIPE B.V., a company existing under the laws of the Netherlands, registered in the trade register of the Chambers of Commerce with the number 53861922, and registered offices at Carel van Bylandtlaan 30, 2596 HR the Hague, with a branch registered in Sao Tome and Principe registered with the Guiché Único under number 9431/2019 and offices at Bairro Quinta de S. Antonio, em frente a TVS, Distrito de Agua Grande, , São Tomé – São Tomé e Príncipe, hereinafter referred to as **"SHELL"**;

and

KE STP COMPANY, a company existing under the laws of the Cayman Islands, whose registered office is located at 4th Floor, Century Yard, Cricket Square, Hutchins Drive, Elgin Avenue, George Town, Grand Cayman KY1-1209, Cayman Islands, with a branch registered in Sao Tome and Principe with the Guiché Único para Empresas under nº 9707/20201126 at Condomínio da Praia Lagarto C.P. 987, Distrito de Água Grande, São Tomé - São Tomé e Príncipe, hereinafter referred to as **"KE"**;

ANP-STP, GALP, KOSMOS, SHELL and KE may collectively be referred to as the **"Parties"**.

WHEREAS

- A. THE DEMOCRATIC REPUBLIC OF SÃO TOMÉ AND PRÍNCIPE, represented by the ANP-STP, and GALP entered into the Production Sharing Contract signed with the Democratic Republic of Sao Tome and Principe on October 26, 2015 (the "Contract"), in pursuance of which GALP obtained the exclusive right to undertake petroleum operations in Block 6 within the Exclusive Economic Zone of Sao Tome and Principe;
- B. Pursuant to clause 19 of the Contract, ANP-STP, GALP and KOSMOS executed on 9 November 2015 a deed of assignment by way of which GALP validly assigned to KOSMOS a forty-five percent (45%) participating interest in the Contract;
- C. Pursuant to clause 19 of the Contract, ANP-STP, GALP, KOSMOS and SHELL executed on 7th November 2019 a deed of assignment by way of which KOSMOS validly assigned to SHELL a twenty percent (20%) participating interest in the Contract.
- D. KOSMOS has agreed to assign and transfer to KE all of its twenty-five percent (25%) participating interest in the Contract and KE has agreed to receive this twenty-five percent (25%) participating interest (the "Assignment");
- E. Clause 19 of the Contract permits the parties that form the Contractor to assign and transfer in whole or in part their participating interest in the Contract;
- F. Following the Assignment, the parent company of KE intends to assign the shares of KE to B.V. Dordtsche Petroleum Maatschappij ("DPM") such that KE will become an Affiliate of DPM.
- G. Under clause 19 of the Contract, ANP-STP, by its letter dated 4 dezembro 2020, with Ref. N.º 448/DE/ANP/2020, approved the assignment of shares in recital F and waived any preferential rights it has under the Contract or under applicable laws to pre-empt the transaction identified in recital F;
- H. The Parties agree to the Assignment.

The Parties have entered into this Deed of Assignment subject to the following terms and conditions:

Article 1

The Assignment shall be effective on the date this Deed of Assignment is signed by all Parties (the "Effective Date").

Article 2

By virtue of this Deed of Assignment, KOSMOS assigns and transfers to KE and KE receives and accepts, the twenty-five percent (25%) participating interest referred to in Recital D, with all rights, interests and obligations (the "Assigned Interest"), so that the percentage interest held by the Parties in the Contract as of the Effective Date shall be as follows:

ANP-STP	ten percent (10%);
GALP	forty-five percent (45%);
KOSMOS	zero (0%);
SHELL	twenty percent (20%)
KE	twenty-five percent (25%);

ANP-STP, SHELL and KE agree that GALP shall remain as Operator under the Contract.

ANP-STP, GALP, SHELL and KE agree that KE shall not be required to immediately re-assign or retransfer the rights and obligations transferred upon KE ceasing to be an Affiliate of Kosmos and becoming an Affiliate of B.V. Dordtsche Petroleum Maatschappij.

ANP-STP pre-approves the assignment of shares in KE that will occur on KE becoming an Affiliate (as such term is defined in the Contract) of B.V. Dordtsche Petroleum Maatschappij.

Article 3

KE acknowledges and accepts that it shall assume and fulfil all the obligations, responsibilities and duties from the Effective Date, under the Contract that may arise after this date related to the Assigned Interest. KE shall submit its parent company guarantee as required pursuant to clause 7.13 of the Contract.

KE agrees to indemnify and hold each of ANP-STP, GALP, KOSMOS and SHELL harmless from and against all such obligations, liabilities, duties, costs and expenses arising out of operations relating to the Contract which accrue after the Effective Date to the extent they are related to the Assigned Interest except to the extent that such losses, damages or costs arise as a result of KOSMOS' failure to perform or satisfy its obligations under the Contract before that date.

Article 4

KOSMOS declares and warrants by the present Deed of Assignment that it has not transferred, assigned or pledged the Assigned Interest and KOSMOS undertakes to indemnify and shall hold ANP-STP, GALP, SHELL and KE harmless from all direct claims, losses or damages that ANP-STP, GALP, SHELL and KE may suffer or incur owing to a violation of the above declaration and warranty.

KOSMOS herein undertakes to indemnify and hold KE harmless from all such obligations, liabilities, duties, costs and expenses arising out of operations relating to the Contract which accrue before the Effective Date to the extent they are related to the Assigned Interest.

Article 5

The Parties shall sign all other documents and shall carry out all other requirements that may be necessary or desirable in order to confirm or record the assignment of the Assigned Interest, and to make the Assignment effective in accordance with the laws of the Democratic Republic of Sao Tome and Principe.

Clauses 22.1 (*Laws and Regulations*) and 25 (*Conciliation and Arbitration*) of the Contract are hereby incorporated by reference.

Article 6

All the terms used in the present Deed of Assignment, which are not expressly defined herein, will have the same definition as that indicated in the Contract.

In witness whereof, the Parties have duly signed this deed of assignment in five (5) original copies in the Portuguese language and in five (5) copies in the English language and the Portuguese language version shall prevail over the English in case of discrepancy between both versions.

GALP STP UNIPessoal, LDA .

Signature: 

Name: RICARDO FERREIRA

Position: ADVOGADO EM EXERCÍCIO

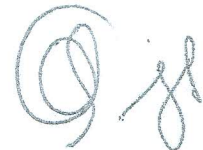
Date: 3 DECEMBER 2010

Signature: _____

Name: _____

Position: _____

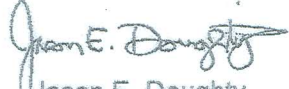
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KOSMOS ENERGY SAO TOME AND PRINCIPE


Signature: 
Name: Jason E. Doughty
Position: Vice President
Date: 12/7/2020

SHELL SAO TOME AND PRINCIPE B.V.

Signature: 
Name: Jan P. Wilkerson
Position: Attorney-in-fact
Date: 07/12/2020

Signature: NOT NEEDED
Name: _____
Position: _____
Date: _____

KE STP COMPANY

Signature: 
Name: Harry W. Sullivan, Jr.
Position: Vice President
Date: 7-12-2020



By its agreement to this Deed of Assignment, the Agência Nacional do Petróleo de São Tomé e Príncipe, representing THE DEMOCRATIC REPUBLIC OF SAO TOME AND PRINCIPE and as a party in the Contract, confirms the authorization to the above assignment referred to in Recital F. and that it will not exercise any preferential rights in relation to the assignment. It further expresses its agreement to the assignment.

Signature:



Name:

Agência Nacional

Position:

Director

Date:

08/12/2020

