

179 B

**Deed of Assignment**

**Block 10**

**“FORM OF CONTRACT DEED OF ASSIGNMENT”**

**DEED OF ASSIGNMENT**

**(PRODUCTION SHARING CONTRACT – BLOCK 10 EEZ)**

The present Deed of Assignment is concluded 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

**KOSMOS ENERGY SAO TOME AND PRINCIPE**, a company existing under the laws of the Cayman Islands, whose registered office is located at 4<sup>th</sup> Floor, Century Yard, Cricket Square, Hutchins Drive, Elgin Avenue, George Town, Grand Cayman KY1-1209, Cayman Islands, Islands with a branch registered in Sao Tome and Principe, with the *Guiché Único para Empresas* under n° 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**”;

**BP EXPLORATION (STP) LIMITED**, a company organized and existing under the laws of England, whose registered office is at Chertsey Road, Sunbury-on-Thames, Middlesex TW16 7LN, United Kingdom, with a branch office at *Guiché Único para Empresas* under n° 8042/20180308 and offices located at Rua Mártires da Liberdade, Edifício Enco, Distrito de Água Grande São Tomé - São Tomé e Príncipe, hereinafter referred to as “**BP**”;

and

**KE STP COMPANY**, a company existing under the laws of the Cayman Islands, whose registered office is located at 4<sup>th</sup> 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 n° 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, KOSMOS, BP and KE may collectively be referred to as “**Parties**”

WHEREAS

- A. THE DEMOCRATIC REPUBLIC OF SAO TOME AND PRINCIPE, represented by the ANP-STP, and Kosmos and BP entered into the Production Sharing Contract signed with the Democratic Republic of Sao Tome and Principe on 9 March 2018 (the “**Contract**”), in pursuance of which Kosmos and BP obtained the exclusive right to undertake petroleum operations in Block 10 within the Exclusive Economic Zone of Sao Tome and Principe;



- B. KOSMOS has agreed to assign to KE a thirty-five percent (35%) participating interest in the Contract, and KE has agreed to receive this thirty-five percent (35%) participating interest (the "Assignment");
- C. 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 with the respective rights, interests and obligations;
- D. 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.
- E. Under Clause 19 of the Contract, ANP-STP, by its letter dated 4 December 2020, with the Ref. N° 448/DE/ANP/2020, approved the assignment of shares in Recital D. and waived any preferential rights it has under the Contract or under applicable laws to pre-empt the transaction identified in Recital D;
- E. 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 accepts the thirty-five percent (35%) participating interest referred to in Recital B, 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	fifteen percent (15%);
BP	fifty percent (50%);
KE	thirty-five percent (35%).

ANP-STP, KOSMOS, BP 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.

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, liabilities and duties from the Effective Date, under the Contract that may arise after this date related to the Assigned Interest. Kosmos agrees to remain jointly and severally liable with KE for so long as KE is an Affiliate of Kosmos. KE further represents to ANP-STP and BP that it has the required financial capability and technical capacity to comply with the obligations and liabilities related to or arising from the Assigned Interest. KE shall submit its parent company guarantee as required pursuant to clause 7.13 of the Contract.

KE undertakes to defend, indemnify and hold each of ANP-STP, KOSMOS and BP 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 that it has not transferred, assigned or pledged the Assigned Interest and KOSMOS undertakes to indemnify and shall hold ANP-STP, BP and KE harmless from all direct claims, losses or damages that ANP-STP, BP 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 and record the assignment of the Assigned Interest 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 hereof, the Parties have duly signed this deed of assignment in four (4) originals in the Portuguese language and in four (4) originals in the English language. The Portuguese version will prevail in case of discrepancy.

KOSMOS ENERGY SAO TOME AND PRINCIPE

Signature: Jason E. Doughty  
Name: Jason E. Doughty  
Position: Vice President  
Date: 12/4/2020

BP EXPLORATION (STP) LIMITED

Signature: E. J. Evans  
Name: E. J. EVANS  
Position: DIRECTOR  
Date: 4/12/2020

179/b  
[Handwritten initials]

Execution Version

KE STP COMPANY *Harry W. Sullivan Jr.*  
Signature: \_\_\_\_\_  
Name: Harry W. Sullivan, Jr.  
Position: Vice President  
Date: 4-12-2020

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 referred assignment referred to in Recital D. and that it will not exercise any preferential rights in relation to the assignment. It further expresses its agreement to the assignment.

*[Handwritten Signature]*  
Signature: \_\_\_\_\_  
Name: Agência Nacional do Petróleo  
Position: Agência Nacional do Petróleo  
Date: 04/12/2020