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Execution Version

Block 11

"FORM OF CONTRACT DEED OF ASSIGNMENT"

DEED OF ASSIGNMENT

(PRODUCTION SHARING CONTRACT – BLOCK 11 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, with a branch registered in Sao Tome and Principe, with the *Guiché Único para Empresas* under nº 5492/2016 at at Condomínio da Praia Lagarto C.P. 987 , Distrito de Água Grande, São Tomé - São Tomé e Príncipe, hereinafter referred to as "KOSMOS";

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";

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 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 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, KOSMOS, GALP, SHELL and KE may collectively be referred to as "Parties"

Handwritten signature or initials.



WHEREAS

- A. THE DEMOCRATIC REPUBLIC OF SAO TOME AND PRINCIPE, represented by the ANP-STP, and ERHC ENERGY EEZ, LDA ("ERHC") entered into the Production Sharing Contract signed with the Democratic Republic of Sao Tome and Principe on 23 July 2014 (the "Contract"), in pursuance of which ERHC obtained the exclusive right to undertake petroleum operations in Block 11 within the Exclusive Economic Zone of Sao Tome and Principe;
- B. Pursuant to clause 19 of the Contract, ERHC and KOSMOS executed on 16 October 2015 a deed of assignment by way of which ERHC validly assigned to KOSMOS the entirety of its eighty-five percent (85%) participating interest in the Contract;
- C. Pursuant to clause 19 of the Contract, ANP-STP, KOSMOS and GALP executed on 13 December 2016 a deed of assignment by way of which KOSMOS validly assigned to GALP a twenty percent (20%) participating interest in the Contract;
- D. Pursuant to clause 19 of the Contract, ANP-STP, KOSMOS, GALP and SHELL executed on 7<sup>th</sup> October 2019 a deed of assignment by way of which KOSMOS validly assigned to SHELL a thirty percent (30%) participating interest in the Contract;
- E. 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");
- F. Clause 19 of the Contract permits the parties that form the Contractor comprising the Contractor to assign and transfer in whole or in part their participating interest in the Contract with the respective rights, interests and obligations;
- G. 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.
- H. Under Clause 19 of the Contract, ANP-STP, by its letter dated 4 December 2020, with the Ref. N<sup>o</sup> 448/DE/ANP/2020, approved the assignment of shares in recital G. and waived any preferential rights it has under the Contract or under applicable laws to pre-empt the transaction identified in recital G;
- I. 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 E, 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%);
KOSMOS	zero (0%);
GALP	twenty percent (20%);
SHELL	thirty percent (30%);
KE	thirty-five percent (35%)

ANP-STP, GALP, SHELL and KE agree that KE shall become Operator under the Contract and KE hereby accepts and assumes all of the obligations of the Operator and is granted with all of the rights of the Operator as from the Effective Date.

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 fulfill 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 undertakes to indemnify and hold each of ANP-STP, KOSMOS, GALP 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.

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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, 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 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 five (5) originals in the Portuguese language and in five (5) 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:

Vice President


Position:

12/7/2020

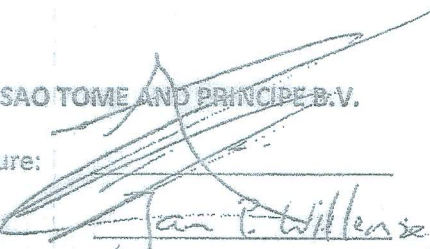
Date:



**GALP STP UNIPessoal, LDA**


Signature:   
Name: RICARDO FERREIRA  
Position: ATTORNEY IN FACT  
Date: 7 DECEMBER 2020

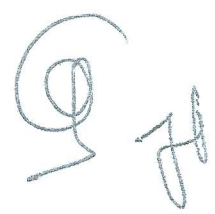
**SHELL SAO TOME AND PRINCIPE B.V.**

Signature:   
Name: Jan E. Willemse  
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



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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 G. 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 do Petróleo

Position:

Presidente do Conselho

Date:

08/12/2020

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