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
DEED OF ASSIGNMENT
(PRODUCTION SHARING CONTRACT – BLOCK 5 EEZ)


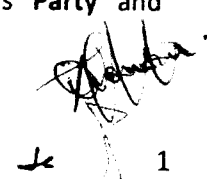
The present deed of assignment of participating interests (“Deed”) is entered into on 24th of MARCH 2020 between:

1. **THE DEMOCRATIC REPUBLIC OF SAO TOME AND PRINCIPE**, represented in this act by the **Agência Nacional do Petróleo de São Tomé e Príncipe** (hereinafter referred as “**ANP-STP**”), as first party;
2. **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**”), as second party;
3. **EQUATOR EXPLORATION STP BLOCK 5 LIMITED**, a company existing under the laws of the British Virgin Islands, registered under number 1000133, with registered offices at Craigmuir Chambers, Road Town, Tortola, British Virgin Islands with branch registered in Sao Tome and Principe with the *Guiché Único* under no. 343/012 at Avenida da Independência Nº. 392, Sao Tome (hereinafter referred to as “**Equator**”) as third party;
4. **GALP ENERGIA SÃO TOMÉ E PRÍNCIPE UNIPessoal, Limitada**, 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 offices in Avenida da Independência 392 II/III, São Tomé – São Tomé e Príncipe (hereinafter referred to as “**Galp**”) as fourth and last party;

Equator and Kosmos, may hereinafter be together designated as “**Assignees**”, while Galp may hereinafter be designated as “**Assignor**”;

ANP-STP, the Assignees and the Assignor may hereinafter be designated individually as “**Party**” and together as “**Parties**”;

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| AGÊNCIA NACIONAL DE PETRÓLEO DE S. TOMÉ E PRÍNCIPE ESTÁ CONFORME AO ORIGINAL Em <u>25/03/2020</u> Ass:  |
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Whereas:

- A. The Parties are parties to a Production Sharing Contract dated 18 April 2012, as amended (the "Contract") under which the Parties have obtained the exclusive right to carry out petroleum operations in Block 5, located in the territory of the Democratic Republic of São Tomé e Príncipe;
- B. The Parties are also parties to the Joint Operating Agreement for Block 5 dated 31 March 2016 regarding the carrying out of joint petroleum operations in that Block in the Territory of São Tomé e Príncipe ("JOA");
- C. The Assignor intends to be released, as from the Effective Date, from all obligations and liabilities under the Contract regarding its participation in the same and in all agreements connected with it (the "Assigned Interest") and the Assignees intend to assume all those obligations and liabilities regarding the Assigned Interest, under the terms provided for hereinafter in this Deed;
- D. On 1st of April 2019, the Assignor notified ANP-STP for the latter to be able to exercise its preferential right in the acquisition of the Assigned Interest assigned by the Assignor, pursuant to the terms of Article 19.3 of the Contract ("the Preferential Right"), having also requested the respective consent regarding the present assignment ("Consent") effective on 31 May 2019, pursuant to the terms of Article 19.1 of the Contract;
- E. By its letter dated 30th April 2019, ANP-STP consented in writing to the assignment provided for herein, effective on 31 May 2019 (the "Effective Date"), having further waived to the exercise of its Preferential Right, which ANP-STP, including on behalf of the Government of STP, hereby confirms;
- F. The Parties hereby enter into this Deed, subject to the following terms and conditions:

Clause 1

Assignment

1.1. The present assignment of the Assigned Interest, in the terms defined herein below, in favor of the Assignees, is effective as of the Effective Date.

1.2. As of the Effective Date:

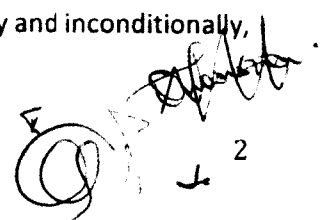
(a) Galp ceases to be a party to the Contract and in all agreements connected with it and shall be exempted from all obligations and liabilities constituted or incurred from the Effective Date regarding the Assigned Interest;

(b) The Assigned Interest is hereby assigned by Galp to the Assignees, irrevocably and unconditionally,

NACIONAL DE PETRÓLEO
DE SÃO TOMÉ E PRÍNCIPE

CONFORME AO ORIGINAL

25/03/2020



free of cost and free of any charges or encumbrances, in the exact proportion of the Participating Interests each of the Assignees holds in relation to the whole of the Participating Interests of all Assignees and the latter accept the Assigned Interest;

(c) The Assignees will acquire the position of the Assignor regarding the Assigned Interest, in the exact proportion of the Participating Interests of all Assignees in relation to the whole of the Participating Interests of all Assignees and shall:

- i. perform and comply the obligations and assume any liabilities arisen or incurred as from the Effective Date regarding the Assigned Interest; or
- ii. exercise, enjoy and hold any rights, interests or benefits that may arise regarding the Assigned Interest as from the Effective Date.

(d) the Assignor will remain liable and shall observe, perform and comply with and be bound to all liabilities and obligations emerging from the breach on the part of Galp of its obligations under the Contract and agreements connected with it prior to the Effective Date to the extent they refer to the Assigned Interest and to the extent that Galp would have been responsible for the same prior to the Effective Date;

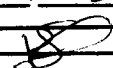
(e) Galp undertakes to indemnify each of the Assignees for any obligations, liabilities, duties, costs and expenses regarding the Contract constituted or incurred during the period prior to the Effective Date to the extent they refer to the Assigned Interest and to the extent that Galp would have been responsible for the same prior to the Effective Date.

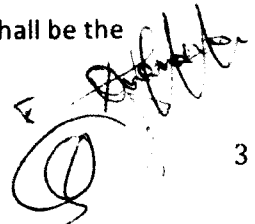
1.3 Galp represents and warrants that it has not transferred, assigned, or encumbered the Assigned Interest and undertakes to hold each of the Assignees indemnified and harmless against any claims, losses or damages that the latter will suffer or incur as a result of the violation of this representation and warranty .

Clause 2

Participating Interests after the Assignment

Following the assignment of the Participating Interest under this Deed, effective as of the Effective Date, the participating interests of the Assignees and ANP-STP in the Contract shall be the

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| AGÊNCIA NACIONAL DE PETRÓLEO DE S. TOMÉ E PRÍNCIPE ESTÁ CONFORME AO ORIGINAL Em <u>25/10/2020</u> Ass:  |
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following:

(a) ANP-STP: 15.0000%;

(b) Kosmos: 58.846154%; and

(c) Equator 26.153846%.

Clause 3

General provisions


3.1. Except for an express provision to the contrary in the present Deed, all the provisions of the Contract shall remain valid, applicable and binding in its original terms.

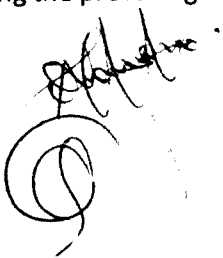
3.2. This Deed and the Consent shall be understood as representing the whole of the acts, confirmations, consents and undertakings necessary by any of the Parties under the Contract and any other agreement for the purposes of conferring effectiveness to the transfer of the Assigned Interest in favor of the Assignees.

3.3. The present Assignment will be governed and interpreted pursuant to the laws of the Democratic Republic of São Tomé e Príncipe and any dispute emerging from or regarding this Deed shall be resolved pursuant to the terms of Article 25 of the Contract.

3.4 All the terms used in the present Deed, which are not expressly defined herein, will have the same meaning as that attributed to them in the Contract.

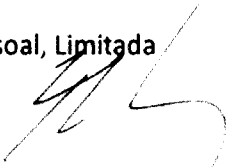
This Deed of Assignment is signed by the Parties in four (4) originals in the Portuguese language and in four (4) originals in the English language, the Portuguese version being the prevailing one over the English version in case of discrepancy between the two versions.

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| <p>AGÊNCIA NACIONAL DE PETRÓLEO DE S. TOMÉ E PRÍNCIPE</p> <p>ESTÁ CONFORME AO ORIGINAL</p> <p>Em <u>25/03/2020</u></p> <p>Ass.: </p> |
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Galp Energia São Tomé e Príncipe Unipessoal, Limitada





Name(s): FILIPE A. KRISTIANSEN

FILIPE SILVA

Title(s): EXECUTIVE DIRECTOR

EXECUTIVE DIRECTOR

The Democratic Republic of São Tomé e Príncipe represented by the Agência Nacional do Petróleo de São Tomé e Príncipe



Name(s): António Tiago

Title(s): Executive Director

Kosmos Energy Sao Tome and Principe



Name(s): Jon W. Caplan

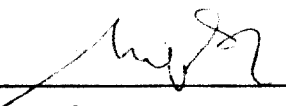
Title(s): VICE PRESIDENT & COUNTRY MANAGER

Equator Exploration STP Block 5 Limited




Name(s): AINOCHÉ IRUE

Title(s): DIRECTOR



Name(s): OMANDÉ BOTO

Title(s): DIRECTOR

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| AGÊNCIA NACIONAL DE PETRÓLEO |
| DE S. TOMÉ E PRÍNCIPE |
| ESTÁ CONFORME AO ORIGINAL |
| Em 25/03/2020 |
| Ass.:  |

