

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 10-Q**

(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2026

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 001-35167



**Kosmos Energy Ltd.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**8176 Park Lane**  
**Dallas, Texas**  
(Address of principal executive offices)

**98-0686001**  
(I.R.S. Employer  
Identification No.)

**75231**  
(Zip Code)

\_\_\_\_\_  
**Title of each class**  
Common Stock \$0.01 par value

\_\_\_\_\_  
**Trading Symbol**  
KOS

\_\_\_\_\_  
**Name of each exchange on which registered:**  
New York Stock Exchange  
London Stock Exchange

Registrant's telephone number, including area code: +1 214 445 9600

**Not applicable**  
(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer <input checked="" type="checkbox"/>	Accelerated filer <input type="checkbox"/>
Non-accelerated filer <input type="checkbox"/>	Smaller reporting company <input type="checkbox"/>
(Do not check if a smaller reporting company)	Emerging growth company <input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

\_\_\_\_\_  
**Class**  
Common Shares, \$0.01 par value

\_\_\_\_\_  
**Outstanding at April 30, 2026**  
593,189,274

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Unless otherwise stated in this report, references to “Kosmos,” “we,” “us” or “the company” refer to Kosmos Energy Ltd. and its wholly owned subsidiaries. We have provided definitions for some of the industry terms used in this report in the “Glossary and Selected Abbreviations” beginning on page 3.

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**KOSMOS ENERGY LTD.****GLOSSARY AND SELECTED ABBREVIATIONS**

The following are abbreviations and definitions of certain terms that may be used in this report. Unless listed below, all defined terms under Rule 4-10(a) of Regulation S-X shall have their statutorily prescribed meanings.

<i>“2D seismic data”</i>	Two-dimensional seismic data, serving as interpretive data that allows a view of a vertical cross-section beneath a prospective area.
<i>“3D seismic data”</i>	Three-dimensional seismic data, serving as geophysical data that depicts the subsurface strata in three dimensions. 3D seismic data typically provides a more detailed and accurate interpretation of the subsurface strata than 2D seismic data.
<i>“ANP-STP”</i>	Agencia Nacional Do Petroleo De Sao Tome E Principe.
<i>“API”</i>	A specific gravity scale, expressed in degrees, that denotes the relative density of various petroleum liquids. The scale increases inversely with density. Thus lighter petroleum liquids will have a higher API than heavier ones.
<i>“ASC”</i>	Financial Accounting Standards Board Accounting Standards Codification.
<i>“ASU”</i>	Financial Accounting Standards Board Accounting Standards Update.
<i>“Barrel” or “Bbl”</i>	A standard measure of volume for petroleum corresponding to approximately 42 gallons at 60 degrees Fahrenheit.
<i>“BBbl”</i>	Billion barrels of oil.
<i>“BBoe”</i>	Billion barrels of oil equivalent.
<i>“Bcf”</i>	Billion cubic feet.
<i>“Boe”</i>	Barrels of oil equivalent. Volumes of natural gas converted to barrels of oil using a conversion factor of 6,000 cubic feet of natural gas to one barrel of oil.
<i>“BOEM”</i>	Bureau of Ocean Energy Management.
<i>“Boepd”</i>	Barrels of oil equivalent per day.
<i>“Bopd”</i>	Barrels of oil per day.
<i>“BP”</i>	BP p.l.c. and related subsidiaries.
<i>“Bwpd”</i>	Barrels of water per day.
<i>“3.125% Convertible Senior Notes”</i>	3.125% Convertible Senior Notes due 2030.
<i>“Debt cover ratio”</i>	The “debt cover ratio” is broadly defined in the Facility, for each applicable calculation date, as the ratio of (x) total long-term debt and finance lease liabilities less cash and cash equivalents and restricted cash, to (y) the aggregate EBITDAX (see below) of the Company for the previous twelve months.
<i>“Developed acreage”</i>	The number of acres that are allocated or assignable to productive wells or wells capable of production.
<i>“Development”</i>	The phase in which an oil or natural gas field is brought into production by drilling development wells and installing appropriate production systems.
<i>“DST”</i>	Drill stem test.
<i>“Dry hole” or “Unsuccessful well”</i>	A well that has not encountered a hydrocarbon bearing reservoir expected to produce in commercial quantities.
<i>“DT”</i>	Deepwater Tano.
<i>“EBITDAX”</i>	Net income (loss) plus (i) exploration expense, (ii) depletion, depreciation and amortization expense, (iii) equity-based compensation expense, (iv) unrealized (gain) loss on commodity derivatives (realized losses are deducted and realized gains are added back), (v) (gain) loss on sale of oil and gas properties, (vi) interest (income) expense, (vii) income taxes, (viii) debt modifications and extinguishments, (ix) doubtful accounts expense and (x) similar other material items which management believes affect the comparability of operating results.
<i>“ESG”</i>	Environmental, social, and governance.
<i>“ESP”</i>	Electric submersible pump.
<i>“E&amp;P”</i>	Exploration and production.

<i>“Facility”</i>	Facility agreement dated March 28, 2011 (as amended or as amended and restated from time to time).
<i>“FASB”</i>	Financial Accounting Standards Board.
<i>“Farm-in”</i>	An agreement whereby a party acquires a portion of the participating interest in a block from the owner of such interest, usually in return for cash and/or for taking on a portion of future costs or other performance by the assignee as a condition of the assignment.
<i>“Farm-out”</i>	An agreement whereby the owner of the participating interest agrees to assign a portion of its participating interest in a block to another party for cash and/or for the assignee taking on a portion of future costs and/or other work as a condition of the assignment.
<i>“FEED”</i>	Front End Engineering Design.
<i>“Field life cover ratio”</i>	The “field life cover ratio” is broadly defined, for each applicable forecast period, as the ratio of (x) the forecasted net present value of net cash flow through depletion plus the net present value of the forecast of certain capital expenditures incurred in relation to the Ghana and Equatorial Guinea assets, to (y) the aggregate loan amounts outstanding under the Facility.
<i>“FLNG”</i>	Floating liquefied natural gas vessel.
<i>“FPS”</i>	Floating production system.
<i>“FPSO”</i>	Floating production, storage and offloading vessel.
<i>“GAAP”</i>	Generally Accepted Accounting Principles in the United States of America.
<i>“GEPetrol”</i>	Guinea Equatorial De Petroleos.
<i>“GHG”</i>	Greenhouse gas.
<i>“GNPC”</i>	Ghana National Petroleum Corporation.
<i>“GoA field life coverage ratio”</i>	The “GoA field life coverage ratio” is broadly defined, as (a) total PV-10 of the Gulf of America business unit using the Proved or Probable Reserves as set forth in the most recently delivered reserve report to (b) outstanding principal amount of the GoA Term Loan as of such date.
<i>“GoA net leverage ratio”</i>	The “GoA net leverage ratio” is broadly defined, as of any date of determination, the ratio of (a) total net debt of the Gulf of America business unit, as of such date to (b) EBITDAX of the Gulf of America business unit for the rolling period ending on such date (or in the case of any calculation of the total net leverage ratio on any date other than the last day of a rolling period, for the most recently ended rolling period for which financial statements are available).
<i>“GoA Term Loan Facility”</i>	Senior Secured Term Loan Credit Agreement dated September 24, 2025
<i>“Greater Tortue Ahmeyim”</i>	Ahmeyim and Guembeul discoveries.
<i>“GTA Nordic bonds”</i>	11.250% senior secured bonds due in 2031 in the Nordic Market
<i>“GTA UUAO”</i>	Unitization and Unit Operating Agreement covering the Greater Tortue Ahmeyim Unit.
<i>“HLS”</i>	Heavy Louisiana Sweet.
<i>“Jubilee UUAO”</i>	Unitization and Unit Operating Agreement covering the Jubilee Unit.
<i>“Interest cover ratio”</i>	The “interest cover ratio” is broadly defined, for each applicable calculation date, as the ratio of (x) the aggregate EBITDAX (see above) of the Company for the previous twelve months, to (y) interest expense less interest income for the Company for the previous twelve months.
<i>“LNG”</i>	Liquefied natural gas.
<i>“Loan life cover ratio”</i>	The “loan life cover ratio” is broadly defined, for each applicable forecast period, as the ratio of (x) net present value of forecasted net cash flow through the final maturity date of the Facility plus the net present value of forecasted capital expenditures incurred in relation to the Ghana and Equatorial Guinea assets to (y) the aggregate loan amounts outstanding under the Facility.
<i>“LSE”</i>	London Stock Exchange.
<i>“LTIP”</i>	Long Term Incentive Plan.
<i>“MBbl”</i>	Thousand barrels of oil.
<i>“MBoe”</i>	Thousand barrels of oil equivalent.
<i>“Mcf”</i>	Thousand cubic feet of natural gas.

“Mcf <sup>e</sup> ”	Thousand cubic feet of natural gas equivalent.
“Mcf <sup>pd</sup> ”	Thousand cubic feet per day of natural gas.
“MMBbl”	Million barrels of oil.
“MMBoe”	Million barrels of oil equivalent.
“MMBtu”	Million British thermal units.
“MMcf”	Million cubic feet of natural gas.
“MMcf <sup>d</sup> ”	Million cubic feet per day of natural gas.
“MMTPA”	Million metric tonnes per annum.
“Natural gas liquid” or “NGL”	Components of natural gas that are separated from the gas state in the form of liquids. These include propane, butane, and ethane, among others.
“Net debt”	Total long-term debt less cash and cash equivalents and total restricted cash.
“NYSE”	New York Stock Exchange.
“Petroleum contract”	A contract in which the owner of hydrocarbons gives an E&P company temporary and limited rights, including an exclusive option to explore for, develop, and produce hydrocarbons from the lease area.
“Petroleum system”	A petroleum system consists of organic material that has been buried at a sufficient depth to allow adequate temperature and pressure to expel hydrocarbons and cause the movement of oil and natural gas from the area in which it was formed to a reservoir rock where it can accumulate.
“Plan of development” or “PoD”	A written document outlining the steps to be undertaken to develop a field.
“Productive well”	An exploratory or development well found to be capable of producing either oil or natural gas in sufficient quantities to justify completion as an oil or natural gas well.
“Prospect(s)”	A potential trap that may contain hydrocarbons and is supported by the necessary amount and quality of geologic and geophysical data to indicate a probability of oil and/or natural gas accumulation ready to be drilled. The five required elements (generation, migration, reservoir, seal and trap) must be present for a prospect to work and if any of these fail neither oil nor natural gas may be present, at least not in commercial volumes.
“Proved reserves”	Estimated quantities of crude oil, natural gas and natural gas liquids that geological and engineering data demonstrate with reasonable certainty to be economically recoverable in future years from known reservoirs under existing economic and operating conditions, as well as additional reserves expected to be obtained through confirmed improved recovery techniques, as defined in SEC Regulation S-X 4-10(a)(2).
“Proved developed reserves”	Those proved reserves that can be expected to be recovered through existing wells and facilities and by existing operating methods.
“Proved undeveloped reserves”	Those proved reserves that are expected to be recovered from future wells and facilities, including future improved recovery projects which are anticipated with a high degree of certainty in reservoirs which have previously shown favorable response to improved recovery projects.
“RSC”	Ryder Scott Company, L.P.
“SOFR”	Secured Overnight Financing Rate
“SEC”	Securities and Exchange Commission.
“7.125% Senior Notes”	7.125% Senior Notes due 2026.
“7.750% Senior Notes”	7.750% Senior Notes due 2027.
“7.500% Senior Notes”	7.500% Senior Notes due 2028.
“8.750% Senior Notes”	8.750% Senior Notes due 2031.
“SMH”	Societe Mauritanienne des Hydrocarbures
“Stratigraphy”	The study of the composition, relative ages and distribution of layers of sedimentary rock.
“Stratigraphic trap”	A stratigraphic trap is formed from a change in the character of the rock rather than faulting or folding of the rock and oil is held in place by changes in the porosity and permeability of overlying rocks.
“Structural trap”	A topographic feature in the earth’s subsurface that forms a high point in the rock strata. This facilitates the accumulation of oil and gas in the strata.

<i>"TAG GSA"</i>	TEN Associated Gas - Gas Sales Agreement.
<i>"TEN"</i>	Tweneboa, Enyenra and Ntomme.
<i>"Tortue Phase 1 SPA"</i>	Greater Tortue Ahmeyim Agreement for a Long Term Sale and Purchase of LNG.
<i>"Trap"</i>	A configuration of rocks suitable for containing hydrocarbons and sealed by a relatively impermeable formation through which hydrocarbons will not migrate.
<i>"Trident"</i>	Trident Energy.
<i>"Tullow"</i>	Tullow Oil plc.
<i>"Undeveloped acreage"</i>	Lease acreage on which wells have not been drilled or completed to a point that would permit the production of commercial quantities of natural gas and oil regardless of whether such acreage contains discovered resources.
<i>"WCTP"</i>	West Cape Three Points.

**KOSMOS ENERGY LTD.**  
**CONSOLIDATED BALANCE SHEETS**  
(In thousands, except share data)

	March 31, 2026 (Unaudited)	December 31, 2025
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 129,957	\$ 91,518
Receivables	110,510	103,472
Inventories	182,725	172,640
Prepaid expenses and other	11,543	12,428
Derivatives	—	47,816
Assets held for sale	18,707	—
Total current assets	453,442	427,874
Property and equipment, net	3,367,489	3,733,784
Other assets:		
Restricted cash	30,630	26,226
Long-term receivables	465,649	458,793
Deferred tax assets	2,783	3,946
Derivatives	—	2,681
Non-current assets held for sale	408,895	—
Other	54,554	43,322
Total assets	\$ 4,783,442	\$ 4,696,626
<b>Liabilities and stockholders' equity</b>		
Current liabilities:		
Accounts payable	\$ 194,969	\$ 202,555
Accrued liabilities	332,078	237,609
Current maturities of long-term debt	30,220	132,143
Derivatives	156,243	—
Liabilities held for sale	43,544	—
Total current liabilities	757,054	572,307
Long-term liabilities:		
Long-term debt, net	2,866,043	2,920,616
Derivatives	14,915	—
Asset retirement obligations	196,297	327,016
Deferred tax liabilities	134,750	305,924
Long-term liabilities held for sale	260,601	—
Other long-term liabilities	38,673	42,173
Total long-term liabilities	3,511,279	3,595,729
Stockholders' equity:		
Preference shares, \$0.01 par value; 200,000,000 authorized shares; zero issued at March 31, 2026 and December 31, 2025	—	—
Common stock, \$0.01 par value; 2,000,000,000 authorized shares; 637,413,155 and 522,590,223 issued at March 31, 2026 and December 31, 2025, respectively	6,374	5,226
Additional paid-in capital	2,753,572	2,542,627
Accumulated deficit	(2,007,830)	(1,782,256)
Treasury stock, at cost, 44,263,269 shares at March 31, 2026 and December 31, 2025, respectively	(237,007)	(237,007)
Total stockholders' equity	515,109	528,590
Total liabilities and stockholders' equity	\$ 4,783,442	\$ 4,696,626

See accompanying notes.

**KOSMOS ENERGY LTD.**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
**(In thousands, except per share data)**  
**(Unaudited)**

	Three Months Ended March 31,	
	2026	2025
Revenues and other income:		
Oil and gas revenue	\$ 370,728	\$ 290,135
Other income, net	169	296
Total revenues and other income	370,897	290,431
Costs and expenses:		
Oil and gas production	130,595	167,308
Exploration expenses	19,744	9,669
General and administrative	27,710	26,255
Depletion, depreciation and amortization	119,873	120,667
Interest and other financing costs, net	58,802	51,842
Derivatives, net	251,996	6,732
Other expenses, net	3,264	1,989
Total costs and expenses	611,984	384,462
Loss before income taxes	(241,087)	(94,031)
Income tax expense (benefit)	(15,513)	16,575
Net loss	\$ (225,574)	\$ (110,606)
Net loss per share:		
Basic	\$ (0.45)	\$ (0.23)
Diluted	\$ (0.45)	\$ (0.23)
Weighted average number of shares used to compute net loss per share:		
Basic	506,198	475,681
Diluted	506,198	475,681

See accompanying notes.

**KOSMOS ENERGY LTD.**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
**(In thousands)**  
**(Unaudited)**

	Common Shares		Additional Paid-in Capital	Accumulated Deficit	Treasury Stock	Total
	Shares	Amount				
<b>2026:</b>						
Balance as of December 31, 2025	522,590	\$ 5,226	\$ 2,542,627	\$ (1,782,256)	\$ (237,007)	\$ 528,590
Equity-based compensation	—	—	5,950	—	—	5,950
Restricted stock units	2,698	27	(27)	—	—	—
Public offering of common stock	112,125	1,121	205,022	—	—	206,143
Net loss	—	—	—	(225,574)	—	(225,574)
Balance as of March 31, 2026	637,413	6,374	2,753,572	(2,007,830)	(237,007)	515,109
<b>2025:</b>						
Balance as of December 31, 2024	516,159	\$ 5,162	\$ 2,514,739	\$ (1,082,470)	\$ (237,007)	\$ 1,200,424
Equity-based compensation	—	—	8,362	—	—	8,362
Restricted stock units	6,009	60	(60)	—	—	—
Net loss	—	—	—	(110,606)	—	(110,606)
Balance as of March 31, 2025	522,168	5,222	2,523,041	(1,193,076)	(237,007)	1,098,180

See accompanying notes.

**KOSMOS ENERGY LTD.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(In thousands)  
(Unaudited)

	<b>Three Months Ended March 31,</b>	
	<b>2026</b>	<b>2025</b>
<b>Operating activities</b>		
Net loss	\$ (225,574)	\$ (110,606)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depletion, depreciation and amortization (including deferred financing costs)	122,465	122,551
Deferred income taxes	(49,013)	1,811
Unsuccessful well costs and leasehold impairments	14,541	1,903
Change in fair value of derivatives	302,976	7,586
Cash settlements on derivatives, net (including \$(30.3) million and \$(1.8) million on commodity hedges during 2026 and 2025)	(81,321)	494
Equity-based compensation	5,950	8,361
Debt modifications and extinguishments	(1,217)	—
Other	(7,561)	(5,597)
Changes in assets and liabilities:		
(Increase) decrease in receivables	(3,144)	37,264
Increase in inventories and prepaid expenses	(20,550)	(24,452)
Increase (decrease) in accounts payable and accrued liabilities	49,004	(40,203)
Net cash provided by (used in) operating activities	106,556	(888)
<b>Investing activities</b>		
Oil and gas assets	(87,047)	(90,245)
Notes receivable and other investing activities	(11,598)	(44,048)
Net cash used in investing activities	(98,645)	(134,293)
<b>Financing activities</b>		
Borrowings under long-term debt	124,167	100,000
Payments on long-term debt	(277,738)	—
Net proceeds from issuance of senior notes and bonds	350,000	—
Repurchase and redemption of senior notes	(346,984)	—
Net proceeds from issuance of common stock	206,440	—
Payments on finance lease	(5,262)	—
Other financing costs	(7,731)	—
Net cash provided by financing activities	42,892	100,000
Net increase (decrease) in cash, cash equivalents and restricted cash	50,803	(35,181)
Cash, cash equivalents and restricted cash at beginning of period	117,744	85,277
Cash, cash equivalents and restricted cash at end of period(1)	\$ 168,547	\$ 50,096
<b>Supplemental cash flow information</b>		
Cash paid for:		
Interest, net of capitalized interest	\$ 37,851	\$ 18,379
Income taxes, net of refund received	\$ 25,458	\$ 45,504

(1) Includes cash reported within current assets held for sale on the Consolidated Balance Sheets relating to the Ceiba and Okume Complex production assets located in Block G offshore Equatorial Guinea cash held for sale, see Note 3 - Acquisitions and Divestitures for additional information.

See accompanying notes.

**KOSMOS ENERGY LTD.**

## Notes to Consolidated Financial Statements

(Unaudited)

**1. Organization**

Kosmos Energy Ltd. is incorporated in the State of Delaware as a holding company for Kosmos Energy Delaware Holdings, LLC, a Delaware limited liability company. As a holding company, Kosmos Energy Ltd.'s management operations are conducted through a wholly-owned subsidiary, Kosmos Energy, LLC. The terms "Kosmos," the "Company," "we," "us," "our," "ours," and similar terms refer to Kosmos Energy Ltd. and its wholly-owned subsidiaries, unless the context indicates otherwise.

Kosmos Energy is a leading deepwater exploration and production company focused on meeting the world's growing demand for energy. We have diversified oil and gas production from assets offshore Ghana, Equatorial Guinea, Mauritania, Senegal and the Gulf of America. Additionally, in the proven basins where we operate we are advancing high-quality development opportunities, which have come from our exploration success. Kosmos is listed on the NYSE and LSE and is traded under the ticker symbol KOS.

Kosmos is engaged in a single line of business, which is the exploration, development, and production of oil and natural gas. Substantially all of our long-lived assets and all of our product sales are related to operations in four geographic areas: Ghana, Equatorial Guinea, Mauritania/Senegal and the Gulf of America.

**2. Accounting Policies****General**

The interim consolidated financial statements included in this report are unaudited and, in the opinion of management, include all adjustments of a normal recurring nature necessary for a fair presentation of the results for the interim periods. The results of the interim periods shown in this report are not necessarily indicative of the final results to be expected for the full year. The interim consolidated financial statements were prepared in accordance with the requirements of the SEC for interim reporting. As permitted under those rules, certain notes or other financial information that are normally required by GAAP have been condensed or omitted from these interim consolidated financial statements. These interim consolidated financial statements and the accompanying notes should be read in conjunction with our audited consolidated financial statements for the year ended December 31, 2025, included in our annual report on Form 10-K.

**Reclassifications**

Certain prior period amounts have been reclassified to conform with the current presentation. Such reclassifications had no significant impact on our reported net loss, current assets, total assets, current liabilities, total liabilities, stockholders' equity or cash flows.

**Cash, Cash Equivalents and Restricted Cash**

	March 31, 2026	December 31, 2025
	(In thousands)	
Cash and cash equivalents	\$ 129,957	\$ 91,518
Cash included in assets held for sale	7,960	—
Restricted cash - long-term	30,630	26,226
Total cash, cash equivalents and restricted cash in the consolidated statements of cash flows	<u>\$ 168,547</u>	<u>\$ 117,744</u>

Cash and cash equivalents include demand deposits and funds invested in highly liquid instruments with original maturities of three months or less at the date of purchase. Restricted cash – long-term primarily represents cash and cash equivalents collateralized, in accounts held by us, as required to support existing performance obligations in the GoA. When our debt cover ratio exceeds 2.50x, we are required under the Facility to maintain a restricted cash balance that is sufficient to meet the payment of interest and fees for the next six-month period on the 7.750% Senior Notes, the 7.500% Senior Notes, the

8.750% Senior Notes and the 3.125% Convertible Senior Notes or the Facility, whichever is greater. During the first quarter of 2025, the Facility lenders waived the requirement to maintain a restricted cash balance until the March 31, 2026 financial covenant test date. Our debt cover ratio for the most recent March 31, 2026 financial covenant test date exceeded 2.50x and the estimated restricted cash funding requirement is approximately \$47.0 million. We are currently in discussions with the Facility lenders seeking approval to extend the prior waiver, but if no approval is granted then we plan to start funding the debt service reserve account in the second quarter, as required under the terms of the Facility.

### **Joint Interest Billings**

The Company's joint interest billings consist of receivables from partners with interests in common oil and natural gas properties operated by the Company for shared costs. Joint interest billings are classified on the face of the consolidated balance sheets as current and long-term receivables based on when collection is expected to occur.

### **Inventories**

Inventories consisted of \$144.0 million and \$144.9 million of materials and supplies and \$38.7 million and \$27.7 million of hydrocarbons as of March 31, 2026 and December 31, 2025, respectively. The Company's materials and supplies inventory primarily consists of casing and wellheads and is stated at the lower of cost, using the weighted average cost method, or net realizable value.

Hydrocarbon inventory is carried at the lower of cost, using the weighted average cost method, or net realizable value. Hydrocarbon inventory costs include expenditures and other charges incurred in bringing the inventory to its existing condition. Selling expenses and general and administrative expenses are reported as period costs and excluded from inventory costs.

### **Assets and Liabilities Held for Sale**

The Company classifies disposal groups as held for sale in the period in which all of the following criteria are met: (1) management, having the authority to approve the action, commits to a plan to sell the disposal group; (2) the disposal group is available for immediate sale in its present condition subject only to terms that are usual and customary for sales of such disposal groups; (3) an active program to locate a buyer or buyers and other actions required to complete the plan to sell the disposal group have been initiated; (4) the sale of the disposal group is probable, and the transfer of the disposal group is expected to qualify for recognition as a completed sale, within one year, except if events or circumstances beyond the Company's control extended the period of time required to sell the disposal group beyond one year; (5) the disposal group is being actively marketed for sale at a price that is reasonable in relation to its current fair value; and (6) actions required to complete the plan indicate that it is unlikely that significant changes to the plan will be made or that the plan will be withdrawn.

A disposal group that is classified as held for sale is initially measured at the lower of its carrying amount or fair value less any costs to sell. Any loss resulting from this measurement is recognized in the period in which the held for sale criteria are met. Subsequent changes in fair value of a disposal group less any costs to sell are reported as an adjustment to the carrying amount of the disposal group, as long as the new carrying amount does not exceed the carrying amount of the assets at the time it was initially classified as held for sale. Depreciation, depletion and amortization expense is not recorded on assets to be divested once they are classified as held for sale. In the initial period in which the disposal group meets the criteria to be classified as held for sale, the assets and liabilities of the disposal group are separately presented as assets held for sale and liabilities held for sale, respectively, in the Consolidated Balance Sheets.

### **Revenue Recognition**

Our oil and gas revenues are recognized when hydrocarbons have been sold to a purchaser at a fixed or determinable price, title has transferred and collection is probable. Certain revenues are based on contracts with provisional pricing and quantity optionality which contain a derivative that is separated from the host contract for accounting purposes. The host contract is the receivable from sales at the spot price on the date of sale. The derivative, which is not designated as a hedge, is marked to market through oil and gas revenue each period until the final settlement occurs, which generally is limited to the month of or month after the sale.

Oil and gas revenue is composed of the following:

	Three Months Ended March 31,	
	2026	2025
(In thousands)		
Revenues from contracts with customers:		
Ghana	\$ 250,152	\$ 152,805
Equatorial Guinea	24,487	33,682
Mauritania Senegal	52,267	2,697
Gulf of America	94,802	101,778
Total revenues from contracts with customers	421,708	290,962
Provisional sales contracts	(50,980)	(827)
Oil and gas revenue	\$ 370,728	\$ 290,135

### Concentration of Credit Risk

Our revenue can be materially affected by current economic conditions and the price of oil and natural gas. However, based on the current demand for crude oil and natural gas and the fact that alternative purchasers are readily available, we believe that the loss of our purchasers and/or of the purchasers identified by our marketing agents would not have a long-term material adverse effect on our financial position or results of Ghana and Equatorial Guinea operations. Customers in our Gulf of America and Mauritania | Senegal business units that comprise 10% or more of our total consolidated oil and gas revenue for the three months ended March 31, 2026 and 2025, are shown below.

	Three Months Ended March 31,	
	2026	2025
(Percentage)		
<b>Customer</b>		
BP plc	14 %	19 %
Shell Trading (US) Company	24 %	7 %

### Recent Accounting Standards

#### *Not Yet Adopted*

In November 2024, the FASB issued ASU 2024-03, “Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses”. The amendments in ASU 2024-03 require more detailed disclosures about specified categories of costs and expenses included in certain expense captions presented on the face of the income statement. This ASU is effective for fiscal years beginning after December 15, 2026, and for interim periods within fiscal years beginning after December 15, 2027. Early adoption is permitted. The Company is currently assessing the impact of this standard on its financial statement disclosures.

In November 2024, the FASB issued ASU 2024-04, “Debt - Debt with Conversion and Other Options (Subtopic 470-20): Induced Conversions of Convertible Debt Instruments.” The amendments in ASU 2024-04 clarify the requirements for determining whether certain settlements of convertible debt instruments should be accounted for as an induced conversion. The amendments in the ASU are effective for annual periods beginning after December 15, 2025. Early adoption is permitted, however, we do not plan to early adopt ASU 2024-04. The Company is currently assessing the impact this standard will have on its consolidated financial statements.

### 3. Acquisitions and Divestitures

On February 24, 2026, we entered into a Share Sale and Purchase Agreement with a subsidiary of Panoro Energy ASA for the sale of all our 40.4% participating interest in the Ceiba Field and Okume Complex production assets located in Block G offshore Equatorial Guinea for upfront cash consideration of \$180.0 million, subject to certain adjustments, and future contingent consideration of up to \$39.5 million. The transaction has an effective date of January 1, 2025, has received approval from the Government of Equatorial Guinea and completion only remains subject to CEMAC customary approval. While we expect to close the transaction around the middle of 2026, there can be no assurance that closing will ultimately occur or that it may not be delayed.

Management considers the assets and liabilities in the Ceiba Field and Okume Complex production assets located in Block G offshore Equatorial Guinea included in the Share Sale and Purchase Agreement as a disposal group. As of March 31, 2026, the assets and liabilities of the disposal group were classified as held for sale. The expected cash consideration of \$180.0 million, subject to certain adjustments, and future contingent consideration of up to \$39.5 million per the Share Sale and Purchase Agreement exceeds the carrying value of the disposal group, and thus, no adjustment to the carrying value of the disposal group was necessary. Upon classification of the disposal group as held for sale, the Company ceased recording depletion expense for long-lived assets of the disposal group. The divestiture does not meet the criteria to be reported as discontinued operations as it did not represent a strategic shift for the Company. Therefore, the Company continued to report operating results for the assets held for sale in the Company's Consolidated Statement of Operations.

The following is a summary of the carrying amounts of the major classes of assets and liabilities that were classified as held for sale:

	<b>March 31, 2026</b>
	<b>(In thousands)</b>
<b>Assets held for sale</b>	
Current assets:	
Cash and cash equivalents	\$ 7,960
Receivables	49
Inventories	36
Prepaid expenses and other	10,662
<b>Total current assets</b>	<b>18,707</b>
Non-current assets:	
Property and equipment, net	408,895
<b>Total non-current assets</b>	<b>408,895</b>
<b>Total assets held for sale</b>	<b>\$ 427,602</b>
<b>Liabilities held for sale</b>	
Current liabilities:	
Accounts Payable	\$ 42,944
Accrued Liabilities	600
<b>Total current liabilities</b>	<b>43,544</b>
Long-term Liabilities	
Asset retirement obligations	139,602
Deferred tax liabilities	120,999
<b>Total long-term liabilities</b>	<b>260,601</b>
<b>Total liabilities held for sale</b>	<b>\$ 304,145</b>

#### 4. Receivables

Receivables consisted of the following:

	March 31, 2026	December 31, 2025
	(In thousands)	
Joint interest billings, net	\$ 13,770	\$ 17,255
Oil and gas sales	74,126	56,700
Other current receivables	22,614	29,517
Total receivables	<u>\$ 110,510</u>	<u>\$ 103,472</u>
Long-term receivables	<u>\$ 465,649</u>	<u>\$ 458,793</u>

The Company's joint interest billings consist of receivables from partners with interests in common oil and gas properties operated by the Company for shared costs. Joint interest billings are classified as current and long-term receivables based on when collection is expected to occur.

##### *Long-term receivables*

In February 2019, Kosmos and BP signed Carry Advance Agreements with the national oil companies of Mauritania and Senegal obligating us to finance a portion of the respective national oil company's share of certain development and production costs incurred for the GTA Phase 1 project through the Commercial Operations Date of the Gimi FLNG vessel. The Commercial Operations Date of the Gimi FLNG vessel was achieved in June 2025. As of March 31, 2026 and December 31, 2025, the balance due from the national oil companies including accrued interest was \$443.9 million and \$437.1 million, respectively, which is classified as Long-term receivables in our consolidated balance sheets. Interest income on the long-term notes receivable was \$6.8 million and \$5.4 million for the three months ended March 31, 2026 and 2025, respectively.

## 5. Property and Equipment

Property and equipment is stated at cost and consisted of the following:

	March 31, 2026	December 31, 2025
(In thousands)		
Oil and gas properties:		
Proved properties(1)	\$ 7,665,886	\$ 8,301,679
Unproved properties	212,030	210,161
Total oil and gas properties	7,877,916	8,511,840
Accumulated depletion	(4,512,941)	(4,780,826)
Oil and gas properties, net	3,364,975	3,731,014
Other property	68,299	68,255
Accumulated depreciation	(65,785)	(65,485)
Other property, net	2,514	2,770
Property and equipment, net	<u>\$ 3,367,489</u>	<u>\$ 3,733,784</u>

(1) As of March 31, 2026, proved properties includes \$85.4 million of the TEN FPSO finance lease, see Note 7 - Leases.

We recorded depletion expense of \$111.6 million and \$111.3 million for the three months ended March 31, 2026 and 2025, respectively. During the three months ended March 31, 2026, the decrease in oil and gas properties is primarily due to oil and gas properties in the Ceiba and Okume Complex production assets located in Block G offshore Equatorial Guinea that are classified as held for sale. See Note 3 - Acquisitions and Divestitures. Additions to our proved properties during the three months ended March 31, 2026 primarily related to infill development costs in the Jubilee Field in Ghana. Additionally, in February 2026, Tullow Oil plc, as Operator of the TEN partnership, executed the final Sale and Purchase Agreement enabling the partnership to acquire the TEN FPSO from MODEC, Inc. at the end of its current lease in 2027 for a gross purchase price of \$205.0 million. As a result, Kosmos recognized non-cash proved property additions of \$85.4 million for our proportionate share of the finance lease asset with a corresponding finance lease liability in accrued liabilities. These non-cash impacts are excluded from the statement of cash flows.

## 6. Suspended Well Costs

The following table reflects the Company's capitalized exploratory well costs on drilled wells as of and during the three months ended March 31, 2026.

	<b>March 31, 2026</b>
	<b>(In thousands)</b>
Beginning balance	\$ 73,141
Additions to capitalized exploratory well costs pending the determination of proved reserves	2,297
Reclassification due to determination of proved reserves	—
Capitalized exploratory well costs charged to expense	—
Ending balance	<u>\$ 75,438</u>

The following table provides an aging of capitalized exploratory well costs based on the date drilling was completed and the number of projects for which exploratory well costs have been capitalized for more than one year since the completion of drilling:

	<b>March 31, 2026</b>	<b>December 31, 2025</b>
	<b>(In thousands, except project counts)</b>	
Exploratory well costs capitalized for a period of one year or less	\$ —	\$ —
Exploratory well costs capitalized for a period of one to five years	75,438	73,141
Exploratory well costs capitalized for a period of six to ten years	—	—
Ending balance	<u>\$ 75,438</u>	<u>\$ 73,141</u>
Number of projects that have exploratory well costs that have been capitalized for a period greater than one year	<u>1</u>	<u>1</u>

As of March 31, 2026, the projects with exploratory well costs capitalized for more than one year since the completion of drilling are related to the Tiberius discovery in Keathley Canyon Block 964 in the Outer Wilcox play in the Gulf of America.

**Tiberius Discovery** — In July 2023, we spud the Tiberius infrastructure-led exploration prospect located in Block 964 of Keathley Canyon in the Gulf of America, which encountered hydrocarbon pay. Initial fluid and core analysis supports the production potential of the well, with characteristics analogous with similar nearby discoveries in the Wilcox trend. In March 2024, we completed the acquisition of an additional 16.7% participating interest in the Keathley Canyon Blocks 920 and 964, offshore Gulf of America. As a result of the transaction, Kosmos' participating interest in the Tiberius discovery area increased from 33.3% to 50.0%. The Tiberius project is being progressed as a phased development with a final investment decision for the development achieved in March 2026.

## 7. Leases

We have commitments under operating leases primarily related to office leases and as well as the commitment under the TEN FPSO finance lease. Our leases have initial lease terms ranging from one year to ten years. Certain lease agreements contain provisions for future rent increases.

Other information related to operating and finance leases at March 31, 2026 and December 31, 2025, is as follows:

	March 31, 2026	December 31, 2025
(In thousands, except lease term discount rate)		
<b>Balance sheet classifications</b>		
Operating leases		
Other assets (right-of-use assets)	\$ 9,307	\$ 10,059
Accrued liabilities (current maturities of leases)	2,793	2,777
Other long-term liabilities (non-current maturities of leases)	8,653	9,438
Finance leases		
Property and equipment, net	85,377	—
Accrued liabilities	80,120	—

Future minimum rental commitments under our leases as of March 31, 2026, are as follows:

	Operating Leases(1)	Financing Leases(1)
	(In thousands)	
2026(2)	\$ 2,847	\$ 35,820
2027	3,951	52,514
2028	3,744	—
2029	3,176	—
2030	—	—
Thereafter	—	—
Total undiscounted lease payments	\$ 13,718	\$ 88,334
Less: Imputed interest	(2,272)	(8,214)
Total lease liabilities	\$ 11,446	\$ 80,120

(1) Does not include purchase commitments for jointly owned fields and facilities where we are not the operator and excludes commitments for exploration activities, including well commitments, in our petroleum contracts.

(2) Represents the period April 1, 2026 through December 31, 2026

## 8. Debt

	March 31, 2026	December 31, 2025
	(In thousands)	
Outstanding debt principal balances:		
Facility	\$ 1,000,000	\$ 1,200,000
7.125% Senior Notes	—	100,000
7.750% Senior Notes	100,173	350,000
7.500% Senior Notes	400,274	400,274
8.750% Senior Notes	500,000	500,000
3.125% Convertible Senior Notes	400,000	400,000
11.250% Senior Secured Bonds	350,000	—
GoA Term Loan Facility	196,429	150,000
Total long-term debt	2,946,876	3,100,274
Unamortized deferred financing costs and discounts(1)	(50,613)	(47,515)
Total debt, net	2,896,263	3,052,759
Less: Current maturities of long-term debt	(30,220)	(132,143)
Long-term debt, net	\$ 2,866,043	\$ 2,920,616

(1) Includes \$23.2 million and \$24.3 million of unamortized deferred financing costs related to the Facility, \$8.6 million and \$10.4 million of unamortized deferred financing costs and discounts related to the Senior Notes, and \$8.6 million and \$9.0 million of unamortized deferred financing costs related to the 3.125% Convertible Senior Notes, \$6.3 million and \$8.8 million of unamortized deferred financing costs related to the 11.250% Senior Secured Bonds and \$4.0 million and \$3.0 million of unamortized deferred financing costs related to the GoA Term Loan Facility as of March 31, 2026 and December 31, 2025, respectively.

### Facility

The Facility supports our oil and gas exploration, appraisal and development programs and corporate activities. The amount of funds available to be borrowed under the Facility, also known as the borrowing base amount, is determined every March and September. In April 2026, during the Spring 2026 redetermination, the Company's lending syndicate approved a borrowing base at approximately \$1.25 billion. The borrowing base amount is based on the sum of the net present values of net cash flows and relevant capital expenditures reduced by certain percentages as well as value attributable to certain assets' reserves and/or resources in the Company's production assets in Ghana and Equatorial Guinea. Following closing of the sale of all our participating interest in the Ceiba Field and Okume Complex production assets located in Block G offshore Equatorial Guinea, the Company's production assets in Equatorial Guinea will no longer be included in the borrowing base amount, and we have agreed with the lending syndicate to further reduce the borrowing base to approximately \$1.2 billion. As of March 31, 2026, borrowings under the Facility totaled approximately \$1.0 billion and the undrawn availability under the Facility was \$350.0 million. Final maturity of the Facility is December 31, 2029.

Interest on the Facility is the aggregate of the applicable margin (4.00% to 5.50%, depending on the length of time that has passed from the date the Facility was entered into), plus the term SOFR reference rate administered by CME Group Benchmark Administration Limited for the relevant period published. Interest is payable on the last day of each interest period (and, if the interest period is longer than six months, on the dates falling at six-month intervals after the first day of the interest period). We pay commitment fees on the undrawn and unavailable portion of the total commitments, if any. Commitment fees are equal to 30% per annum of the then-applicable respective margin when a commitment is available for utilization and, equal to 20% per annum of the then-applicable respective margin when a commitment is not available for utilization. We recognize interest expense in accordance with ASC 835 — Interest, which requires interest expense to be recognized using the effective interest method. We determined the effective interest rate based on the estimated level of borrowings under the Facility.

The Facility provides a revolving credit and letter of credit facility. As of March 31, 2026, we had no letters of credit issued under the Facility.

When our debt cover ratio exceeds 2.50x, we are required under the Facility to maintain a restricted cash balance that is sufficient to meet the payment of interest and fees for the next six-month period on the 7.750% Senior Notes, the 7.500% Senior Notes, the 8.750% Senior Notes and the 3.125% Convertible Senior Notes or the Facility, whichever is greater. During the first quarter of 2025, the Facility lenders waived the requirement to maintain a restricted cash balance until the financial covenant test date to be calculated on March 31, 2026. Our debt cover ratio for the most recent March 31, 2026 financial covenant test date exceeded 2.50x and the estimated restricted cash funding requirement is approximately \$47.0 million. We are

currently in discussions with the Facility lenders seeking approval to extend the prior waiver, but if no approval is granted then we plan to start funding the debt service reserve account in the second quarter, as required under the terms of the Facility.

In July 2025, the Company and the Facility lenders agreed to amend the debt cover ratio required under the Facility. The amendment made this covenant less restrictive for the following two scheduled financial covenant assessment dates, up to a maximum of 4.0x and 4.25x, respectively, and thereafter returned to the originally agreed upon ratio of 3.50x for assessment dates thereafter. In February 2026, we further amended the debt cover ratio calculation through September 2026. This most recent amendment makes the covenant less restrictive for the following two scheduled financial covenant assessment dates, up to a maximum of 4.5x and 4.25x respectively, and for purposes of the financial covenant assessment date in March 2026, the calculation was made excluding the Company's Mauritania and Senegal business unit. The debt cover ratio returns to the originally agreed upon ratio of 3.5x for assessment dates thereafter. The change was intended to align the covenant calculation with recent business operations, lower oil prices and the impact of operating costs during the ramp-up of the GTA Phase 1 project on our results of operations.

We were in compliance with the financial covenants, as amended, contained in the Facility as of the most recent assessment date. The Facility contains customary cross default provisions.

#### *7.125% Senior Notes due 2026*

In April 2019, the Company issued \$650.0 million of 7.125% Senior Notes and received net proceeds of approximately \$640.0 million after deducting fees. The 7.125% Senior Notes mature on April 4, 2026.

On September 24, 2024, the Company completed the repurchase of an aggregate principal amount of \$400.0 million of the 7.125% Senior Notes pursuant to the Company's cash tender offers for portions of the 7.125% Senior Notes, the 7.750% Senior Notes, and the 7.500% Senior Notes announced on September 9, 2024 (the "Tender Offers"). In October 2025, we used proceeds from funding of the first tranche under the GoA Term Loan Facility to complete the partial redemption of an additional aggregate principal amount of \$150.0 million of the 7.125% Senior Notes. In January 2026, we used the proceeds from funding the second tranche under the GoA Term Loan Facility, together with cash on hand, to complete the redemption of the remaining outstanding balance amount of \$100.0 million of the 7.125% Senior Notes.

#### *7.750% Senior Notes due 2027*

In October 2021, the Company issued \$400.0 million of 7.750% Senior Notes and received net proceeds of approximately \$395.0 million after deducting fees. The 7.750% Senior Notes mature on May 1, 2027. Interest is payable in arrears each May 1 and November 1, commencing on May 1, 2022. The 7.750% Senior Notes are senior, unsecured obligations of Kosmos Energy Ltd. and rank equal in right of payment with all of its existing and future senior indebtedness (including all borrowings under the 7.500% Senior Notes, the 8.750% Senior Notes and the 3.125% Convertible Senior Notes) and rank effectively junior in right of payment to all of its existing and future secured indebtedness (including all borrowings under the Facility). The 7.750% Senior Notes are guaranteed on a senior, unsecured basis by certain subsidiaries owning the Company's Gulf of America assets, and on a subordinated, unsecured basis by certain subsidiaries that borrow under, or guarantee, the Facility and that guarantee the 7.500% Senior Notes, the 8.750% Senior Notes and the 3.125% Convertible Senior Notes.

On September 24, 2024, the Company completed the repurchase of an aggregate principal amount of \$50.0 million of the 7.750% Senior Notes pursuant to the Tender Offers. In the first quarter of 2026, the Company used a portion of the net proceeds from the Nordic bond offering to fund the repurchase of an aggregate principal amount of \$249.8 million of the 7.750% Senior Notes pursuant to the Company's cash tender offer announced on January 12, 2026 and open market repurchases. The 7.750% Senior Notes contain customary cross default provisions.

#### *7.500% Senior Notes due 2028*

In March 2021, the Company issued \$450.0 million of 7.500% Senior Notes and received net proceeds of approximately \$444.4 million after deducting fees. The 7.500% Senior Notes mature on March 1, 2028. Interest is payable in arrears each March 1 and September 1, commencing on September 1, 2021. The 7.500% Senior Notes are senior, unsecured obligations of Kosmos Energy Ltd. and rank equal in right of payment with all of its existing and future senior indebtedness (including all borrowings under the 7.750% Senior Notes, the 8.750% Senior Notes and the 3.125% Convertible Senior Notes) and rank effectively junior in right of payment to all of its existing and future secured indebtedness (including all borrowings under the Facility). The 7.500% Senior Notes are guaranteed on a senior, unsecured basis by certain subsidiaries owning the Company's Gulf of America assets, and on a subordinated, unsecured basis by certain subsidiaries that borrow under, or guarantee, the Facility and that guarantee the 7.750% Senior Notes, the 8.750% Senior Notes and the 3.125% Convertible Senior Notes.

On September 24, 2024, the Company completed the repurchase of an aggregate principal amount of approximately \$49.7 million of the 7.500% Senior Notes pursuant to the Tender Offers. The 7.500% Senior Notes contain customary cross default provisions.

#### *8.750% Senior Notes due 2031*

In September 2024, the Company issued \$500.0 million of 8.750% Senior Notes (the “8.750% Senior Notes”) and received net proceeds of approximately \$494.9 million after deducting fees. The 8.750% Senior Notes mature on October 1, 2031. Interest is payable in arrears each April 1 and October 1, commencing on April 1, 2025. The 8.750% Senior Notes are senior, unsecured obligations of Kosmos Energy Ltd. and rank equal in right of payment with all of its existing and future senior indebtedness (including all borrowings under the 7.750% Senior Notes, the 7.500% Senior Notes and the 3.125% Convertible Senior Notes) and rank effectively junior in right of payment to all of its existing and future secured indebtedness (including all borrowings under the Facility). The 8.750% Senior Notes are guaranteed on a senior, unsecured basis by certain subsidiaries owning the Company’s Gulf of America assets and on a subordinated, unsecured basis by certain subsidiaries that borrow under, or guarantee, the Facility and that guarantee the 7.750% Senior Notes, the 7.500% Senior Notes and the 3.125% Convertible Senior Notes. The 8.750% Senior Notes contain customary cross default provisions.

#### *3.125% Convertible Senior Notes due 2030*

In March 2024, the Company issued \$400.0 million of 3.125% Convertible Senior Notes (the “3.125% Convertible Senior Notes”) and received net proceeds of \$390.4 million after deducting fees. The 3.125% Convertible Senior Notes mature on March 15, 2030, unless earlier converted, redeemed or repurchased. Interest is payable in arrears each March 15 and September 15, commencing September 15, 2024. The 3.125% Convertible Senior Notes are senior, unsecured obligations of Kosmos Energy Ltd. and rank equal in right of payment with all of its existing and future senior indebtedness (including all borrowings under the 7.750% Senior Notes, the 7.500% Senior Notes and the 8.750% Senior Notes) and rank effectively junior in right of payment to all of its existing and future secured indebtedness (including all borrowings under the Facility, to the extent of the value of the assets securing such indebtedness). The 3.125% Convertible Senior Notes are guaranteed on a senior, unsecured basis by certain of our existing subsidiaries that guarantee on a senior basis the 7.750% Senior Notes, the 7.500% Senior Notes and the 8.750% Senior Notes, and, in certain circumstances, certain of our other existing or future subsidiaries. The 3.125% Convertible Senior Notes are guaranteed on a subordinated, unsecured basis by certain of our existing subsidiaries that borrow under or guarantee the Facility and guarantee on a subordinated basis the 7.750% Senior Notes, the 7.500% Senior Notes and the 8.750% Senior Notes, and, in certain circumstances, certain of our other existing or future subsidiaries.

The 3.125% Convertible Senior Notes indenture contains customary terms and covenants and cross default provisions.

The Company recorded the 3.125% Convertible Senior Notes, including the debt itself and all embedded derivatives, at cost less debt issuance costs of \$9.6 million and has presented the 3.125% Convertible Senior Notes as a single financial instrument in Long-term debt, net in our consolidated balance sheet. No portion of the embedded derivatives required bifurcation from the host debt contract. As of March 31, 2026, the effective annual interest rate on the 3.125% Convertible Senior Notes is approximately 3.70%, including amortization of debt issuance costs.

The conversion rate for the 3.125% Convertible Senior Notes is initially 142.4501 shares of our common stock per \$1,000 principal amount of 3.125% Convertible Senior Notes (which is the equivalent to an initial conversion price of approximately \$7.02 per share of our common stock), subject to adjustments. As of March 31, 2026, no shares have been converted.

#### *Capped Call Transactions*

In connection with the issuance of the 3.125% Convertible Senior Notes, the Company used \$49.8 million of the net proceeds from the issuance of the 3.125% Convertible Senior Notes to enter into capped call transactions (the “Capped Call Transactions”). The Capped Call Transactions are generally expected to reduce potential dilution to holders of our common stock upon any conversion of the 3.125% Convertible Senior Notes and/or offset any cash payments that we are required to make in excess of the principal amount of any 3.125% Convertible Senior Notes that are converted, as the case may be, with such reduction and/or offset subject to a cap.

The Capped Call Transactions qualify for a derivative scope exception as they are indexed to our common stock and are not required to be accounted for as a separate derivative. Consequently, the Capped Call Transactions have been included as a net reduction to additional-paid-in-capital within stockholders’ equity in our consolidated balance sheet and do not require subsequent remeasurement.

#### *GoA Term Loan Facility*

On September 24, 2025, the Company entered into a senior secured term loan credit agreement secured by first priority liens on all of the Company's Gulf of America assets (as defined in the credit agreement). The GoA Term Loan Facility is structured in two tranches, with the first tranche consisting of a four-year term loan in an aggregate principal amount of \$150.0 million, which was funded on October 1, 2025 with net proceeds received of \$147.2 million after deducting fees and other expenses, and a second tranche of an additional \$100.0 million, which funded in January 2026 with net proceeds received of \$98.5 million after deducting fees and expenses.

The net proceeds were used, together with cash on hand, to fund the redemption of \$250.0 million in aggregate of the 7.125% Senior Notes due 2026. On March 24, 2026, we made a voluntary prepayment of \$53.6 million against the GoA Term Loan. On May 1, 2026, the GoA Term Loan Facility was amended to apply this prepayment in full satisfaction of the scheduled principal amount due on the first scheduled amortization payment date on June 30, 2026, and then ratably to all remaining scheduled principal payments of the outstanding loans. The amendment also deferred all future scheduled amortization payment dates in 2026, 2027 and 2028 such that they will now be due on October 1, January 1, April 1 and July 1 in each of 2026, 2027 and 2028. As a result of the amendment, there is only one remaining scheduled amortization payment in 2026 to be paid on October 1, 2026.

Interest on outstanding loans under the GoA Term Loan Facility is payable quarterly in arrears at a rate per annum equal to 3.75% plus the term SOFR reference rate administered by CME Group Benchmark Administration Limited for the relevant period published. The GoA Term Loan Facility matures in 2029, with principal payments beginning June 30, 2026.

The GoA Term Loan Facility contains customary affirmative and negative covenants, including covenants that affect our ability to incur additional indebtedness, create liens, merge, dispose of assets, and make distributions, dividends, investments or capital expenditures, among other things. The GoA Term Loan Facility requires the Company to maintain certain financial covenants including:

- the GoA field life coverage ratio (as defined in the glossary), not less than 1.50x; and
- the GoA net leverage ratio (as defined in the glossary), not more than 3.50x.

The GoA Term Loan Facility also includes certain representations and warranties, indemnities and events of default that, subject to materiality thresholds and grace periods, arise as a result of a payment of default, failure to comply with covenants, material inaccuracy of representation or warranty, and certain bankruptcy or insolvency proceedings. If there is an event of default, all or any portion of the outstanding indebtedness may be immediately due and payable and other rights may be exercised including against the collateral. We were in compliance with the covenants, representations and warranties contained in the GoA Term Loan Facility as of the most recent assessment date.

#### *GTA Nordic bonds*

In January 2026 the Company issued \$350.0 million of 11.250% senior secured bonds due 2031 in the Nordic market (the "GTA Nordic bonds"). In the first quarter of 2026, the Company used the net proceeds from the Nordic bond offering to fund the repurchase of an aggregate principal amount of \$249.8 million of the 7.750% Senior Notes pursuant to the Company's cash tender offer announced on January 12, 2026 and open market repurchases, and to make a voluntary early principal repayment of \$100.0 million on outstanding borrowings under the Facility.

The GTA Nordic bonds mature in January 2031. Interest is payable semi-annually in arrears each July 29 and January 29, commencing on July 29, 2026. The GTA Nordic bonds were issued by Kosmos Energy GTA Holdings, a wholly-owned subsidiary of Kosmos Energy Ltd., and are fully and unconditionally guaranteed by the Company and the Company's wholly-owned subsidiaries, Kosmos Energy Tortue Finance, Kosmos Energy Senegal, Kosmos Energy Investments Senegal Limited and Kosmos Energy Mauritania. The GTA Nordic bonds are also guaranteed on an unsecured basis by certain of the Company's subsidiaries that also guarantee the Company's existing senior unsecured notes.

At any time prior to July 29, 2028, the Company may, on any one or more occasions, redeem all or part of the GTA Nordic bonds at a redemption price equal to 100%, plus any accrued and unpaid interest, and plus a "make-whole" premium. On and after July 29, 2028, the Company may redeem all or part of the GTA Nordic bonds at the following redemption prices (expressed as a percentage of principal amount), plus accrued and unpaid interest, if any, on the notes redeemed:

<b>Year</b>	<b>Percentage</b>
July 29, 2028 to, but not including, July 29, 2029	105.625 %
July 29, 2029 to, but not including, July 29, 2030	103.375 %
July 29, 2030 and thereafter	100.000 %

If the Company's shares are no longer listed on the New York Stock Exchange or upon the occurrence of a change of control event, as defined in the Bond Terms for the GTA Nordic bonds, each Nordic bondholder shall have a right to require that the Company repurchase all or some of the GTA Nordic bonds held by that Nordic bondholder (a "Put Option") at a repurchase price equal to 101% of the principal amount, plus accrued and unpaid interest to, but excluding, the date of repurchase. If more than 90% of the outstanding GTA Nordic bonds have been repurchased as a result of the exercise of the Put Option, the Company will be entitled to repurchase all the remaining GTA Nordic bonds at a price equal to 101% of the principal amount.

The Bond Terms governing the GTA Nordic bonds restrict the ability of Kosmos Energy GTA Holdings, Kosmos Energy Tortue Finance, Kosmos Energy Senegal, Kosmos Energy Investments Senegal Limited and Kosmos Energy Mauritania to, among other things: incur or guarantee additional indebtedness, create liens, sell assets, enter into transactions with affiliates, or effect certain consolidations, mergers or amalgamations.

The Bond Terms governing the GTA Nordic bonds also require Kosmos Energy GTA Holdings to maintain certain financial covenants including:

- Minimum Liquidity (as defined in the Bond Terms) of not less than \$17.5 million or 5% of the outstanding GTA Nordic bonds, whichever is greater; and
- an Asset Coverage Ratio (as defined in the Bond Terms) of at least 1.25x

We were in compliance with the financial covenants as of the most recent assessment date. The GTA Nordic bonds contains customary cross default provisions.

#### *Principal Debt Repayments*

At March 31, 2026, the estimated repayments of debt during the five fiscal year periods and thereafter are as follows:

	<b>Payments Due by Year</b>						
	<b>Total</b>	<b>2026(2)</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>Thereafter</b>
	<b>(In thousands)</b>						
Principal debt repayments(1)	\$ 2,946,876	\$ 15,110	\$ 281,061	\$ 846,222	\$ 554,483	\$ 400,000	\$ 850,000

(1) Includes the scheduled maturities for outstanding principal debt balances. The scheduled maturities of debt related to the Facility as of March 31, 2026 are based on our level of borrowings and our estimated future available borrowing base commitment levels in future periods. Any increases or decreases in the level of borrowings or increases or decreases in the available borrowing base would impact the scheduled maturities of debt during the next five years and thereafter.

(2) Represents payments for the period April 1, 2026 through December 31, 2026.

*Interest and other financing costs, net*

Interest and other financing costs, net incurred during the periods is comprised of the following:

	Three Months Ended March 31,	
	2026	2025
	(In thousands)	
Interest expense	\$ 61,056	\$ 55,846
Amortization—deferred financing costs	2,592	1,884
Debt modifications and extinguishments	(1,217)	—
Capitalized interest	(1,867)	(4,193)
Deferred interest	(2,715)	(2,042)
Interest income	(7,875)	(8,096)
Other, net	8,828	8,443
Interest and other financing costs, net	<u>\$ 58,802</u>	<u>\$ 51,842</u>

**9. Derivative Financial Instruments**

We use financial derivative contracts to manage exposures to commodity price and interest rate fluctuations. We do not hold or issue derivative financial instruments for trading purposes.

We manage market and counterparty credit risk in accordance with our policies and guidelines. In accordance with these policies and guidelines, our management determines the appropriate timing and extent of derivative transactions. We have included an estimate of non-performance risk in the fair value measurement of our derivative contracts as required by ASC 820 — Fair Value Measurement.

## Oil Derivative Contracts

The following table sets forth the volumes in barrels underlying the Company's outstanding oil derivative contracts and the weighted average prices per Bbl for those contracts as of March 31, 2026. Volumes and weighted average prices are net of any offsetting derivative contracts entered into.

Term	Type of Contract	Index	MBbl	Weighted Average Price per Bbl				
				Net Deferred Premium Payable/(Receivable)	Swap	Sold Put	Floor	Ceiling
2026:								
Apr - Jun	Two-way collars	Dated Brent	500	\$ 1.55	\$ —	\$ —	\$ 60.00	\$ 74.75
Apr - Dec	Three-way collars	Dated Brent	1,500	—	—	50.00	60.00	75.51
Apr - Jun	Swaps(1)	Dated Brent	500	—	72.90	—	—	80.00
Apr - Dec	Swaps(1)	Dated Brent	750	—	72.46	—	—	80.00
Apr - Dec	Swaps(1)	Dated Brent	1,500	—	69.70	55.00	—	—
Apr - Dec	Swaps(1)	NYMEX WTI	1,125	—	64.83	50.00	—	—
2027:								
Jan - Dec	Three-way collars	Dated Brent	2,000	0.40	—	47.50	60.00	75.00
Jan - Jun	Three-way collars	Dated Brent	2,000	0.03	—	55.00	70.00	85.00

(1) Includes option contracts sold to counterparties to enhance Swaps.

In April 2026, we bought an \$80.00 by \$100.00 Dated Brent call spread on 0.6 MMBbl, which effectively raises the ceiling on a portion of our sold calls to \$100.00 per barrel from June 2026 through December 2026.

The following tables disclose the Company's derivative instruments as of March 31, 2026 and December 31, 2025, and gain/(loss) from derivatives during the three months ended March 31, 2026 and 2025, respectively:

Type of Contract	Balance Sheet Location	Estimated Fair Value Asset (Liability)	
		March 31, 2026	December 31, 2025
(In thousands)			
Derivatives not designated as hedging instruments:			
Derivative assets:			
Commodity	Derivatives assets—current	\$ —	\$ 47,816
Commodity	Derivatives assets—long-term	—	2,681
Derivative liabilities:			
Commodity	Derivatives liabilities—current	(156,243)	—
Commodity	Derivatives liabilities—long-term	(14,915)	—
Total derivatives not designated as hedging instruments		\$ (171,158)	\$ 50,497

Type of Contract	Location of Gain/(Loss)	Amount of Gain/(Loss) Three Months Ended March 31,	
		2026	2025
(In thousands)			
Derivatives not designated as hedging instruments:			
Provisional sales contracts	Oil and gas revenue	\$ (50,980)	\$ (827)
Commodity	Derivatives, net	(251,996)	(6,732)
Interest rate	Interest expense	—	(27)
Total derivatives not designated as hedging instruments		\$ (302,976)	\$ (7,586)

## Offsetting of Derivative Assets and Derivative Liabilities

Our derivative instruments which are subject to master netting arrangements with our counterparties only have the right of offset when there is an event of default. As of March 31, 2026 and December 31, 2025, there was not an event of default and, therefore, the associated gross asset or gross liability amounts related to these arrangements are presented on the consolidated balance sheets.

## 10. Fair Value Measurements

In accordance with ASC 820 — Fair Value Measurement, fair value measurements are based upon inputs that market participants use in pricing an asset or liability, which are classified into two categories: observable inputs and unobservable inputs. Observable inputs represent market data obtained from independent sources, whereas unobservable inputs reflect a company's own market assumptions, which are used if observable inputs are not reasonably available without undue cost and effort. We prioritize the inputs used in measuring fair value into the following fair value hierarchy:

- Level 1 — quoted prices for identical assets or liabilities in active markets.
- Level 2 — quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability and inputs derived principally from or corroborated by observable market data by correlation or other means.
- Level 3 — unobservable inputs for the asset or liability. The fair value input hierarchy level to which an asset or liability measurement in its entirety falls is determined based on the lowest level input that is significant to the measurement in its entirety.

The following tables present the Company's assets and liabilities that are measured at fair value on a recurring basis as of March 31, 2026 and December 31, 2025, for each fair value hierarchy level:

	Fair Value Measurements Using:			Total
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
(In thousands)				
<b>March 31, 2026</b>				
Assets:				
Debt securities held in decommissioning trust fund	\$ —	\$ 35,462	\$ —	\$ 35,462
Liabilities:				
Commodity derivatives	—	(171,158)	—	(171,158)
Total	<u>\$ —</u>	<u>\$ (135,696)</u>	<u>\$ —</u>	<u>\$ (135,696)</u>
<b>December 31, 2025</b>				
Assets:				
Commodity derivatives	\$ —	\$ 50,497	\$ —	\$ 50,497
Debt securities held in decommissioning trust fund	—	23,707	—	23,707
Total	<u>\$ —</u>	<u>\$ 74,204</u>	<u>\$ —</u>	<u>\$ 74,204</u>

The book values of cash and cash equivalents and restricted cash approximate fair value based on Level 1 inputs. Joint interest billings, oil and gas sales and other receivables, and accounts payable and accrued liabilities approximate fair value due to the short-term nature of these instruments. Our long-term receivables, after any allowances for credit losses, and other long-term assets approximate fair value. The estimates of fair value of these items are based on Level 2 inputs.

### Commodity Derivatives

Our commodity derivatives represent swaps, crude oil collars, put options and call options for notional barrels of oil at fixed Dated Brent and NYMEX WTI oil prices. The values attributable to our oil derivatives are based on (i) the contracted notional volumes, (ii) independent active futures price quotes for the respective index, (iii) a credit-adjusted yield curve applicable to each counterparty by reference to the credit default swap (“CDS”) market and (iv) an independently sourced estimate of volatility for the respective index. The volatility estimate was provided by certain independent brokers who are active in buying and selling oil options and was corroborated by market-quoted volatility factors. The deferred premium is included in the fair market value of the commodity derivatives. See Note 9 — Derivative Financial Instruments for additional information regarding the Company’s derivative instruments.

### Provisional Sales Contracts

The value attributable to provisional sales contracts derivative is based on (i) the sales volumes and (ii) the difference in the independent active futures price quotes for the respective index over the term of the pricing period designated in the sales contract and the spot price on the date of sale.

### Decommissioning Trust Fund

In April 2024, a decommissioning trust agreement with the Jubilee unit partners to cash fund future retirement costs associated with the Jubilee Field was finalized. Each partner will contribute annually to the trust in proportion to its respective paying interest of the estimated future dismantlement, abandonment and restoration costs associated with the decommissioning of the Jubilee Field. Contributions to the trust are used by the trustee of the fund, the Bank of Ghana, to purchase and sell authorized securities at the direction of the Jubilee unit partners.

As of March 31, 2026, the investments held in the decommissioning trust fund are US Treasury debt securities. We have classified the investments as trading securities and recorded such investments at fair market value as a long-term investment in our consolidated balance sheet using observable inputs including Kosmos’ share of the fund and broker/dealer bid/ask prices of the investments held by the fund at March 31, 2026. Contributions made to the decommissioning trust are reported as investing activities in our consolidated cash flows. All realized and unrealized gains and losses resulting from the sales and maturities or changes in fair value of the securities are recognized in Other income, net. During the three months ended March 31, 2026 and 2025, we contributed \$11.6 million and \$11.5 million to the decommissioning trust fund, respectively.

The following table summarizes the cost and fair value, purchases, proceeds from the sale and maturities, and the unrealized gains (losses) for Kosmos’ portion of the investments in debt securities held by the decommissioning trust during the three months ended March 31, 2026 and 2025:

Type of Security	Three Months Ended March 31,		
	Purchases	Net Proceeds (1)	Unrealized Gain (Loss)
	(In thousands)		
<b>2026</b>			
Debt securities	\$ 11,843	\$ —	\$ (88)
Cash and cash equivalents	—	7	—
Other(1)	—	25	—
Total	<u>\$ 11,843</u>	<u>\$ 32</u>	<u>\$ (88)</u>
<b>2025</b>			
Debt securities	\$ 12,206	\$ —	\$ 109
Cash and cash equivalents	—	(747)	—
Other(1)	—	143	—
Total	<u>\$ 12,206</u>	<u>\$ (604)</u>	<u>\$ 109</u>

(1) Represents net receivables relating to interest.

The following table presents the costs and fair values of investments in debt securities held in the decommissioning trust fund according to the contractual maturities at March 31, 2026 and December 31, 2025:

	March 31, 2026		December 31, 2025	
	Cost	Estimated Fair Value	Cost	Estimated Fair Value
	(In thousands)			
Less than 5 years	\$ 35,408	\$ 35,462	\$ 23,565	\$ 23,707
5 years to 10 years	—	—	—	—
Due after 10 years	—	—	—	—
<b>Total</b>	<b>\$ 35,408</b>	<b>\$ 35,462</b>	<b>\$ 23,565</b>	<b>\$ 23,707</b>

### Debt

The following table presents the carrying values and fair values at March 31, 2026 and December 31, 2025:

	March 31, 2026		December 31, 2025	
	Carrying Value	Fair Value	Carrying Value	Fair Value
	(In thousands)			
7.125% Senior Notes	\$ —	\$ —	\$ 99,942	\$ 99,303
7.750% Senior Notes	99,881	100,020	348,757	321,394
7.500% Senior Notes	398,624	384,163	398,426	270,125
8.750% Senior Notes	495,713	439,170	495,564	283,575
3.125% Convertible Senior Notes	393,479	309,600	393,097	172,704
11.250% Senior Secured Bonds	350,000	372,026	—	—
GoA Term Loan Facility	196,429	196,429	150,000	150,000
Facility	1,000,000	1,000,000	1,200,000	1,200,000
<b>Total</b>	<b>\$ 2,934,126</b>	<b>\$ 2,801,408</b>	<b>\$ 3,085,786</b>	<b>\$ 2,497,101</b>

The carrying values of our 7.125% Senior Notes, 7.750% Senior Notes, 7.500% Senior Notes, 8.750% Senior Notes and 3.125% Convertible Senior Notes represent the principal amounts outstanding less unamortized discounts. The fair values of our 7.125% Senior Notes, 7.750% Senior Notes, 7.500% Senior Notes, 8.750% Senior Notes, 3.125% Convertible Senior Notes and 11.250% Senior Secured Bonds are based on quoted market prices, which results in a Level 1 fair value measurement. The carrying value of the GoA Term Loan Facility and Facility approximates fair value since they are subject to short-term floating interest rates that approximate the rates available to us for those periods.

### Nonrecurring Fair Value Measurements - Long-lived assets

Certain long-lived assets are reported at fair value on a non-recurring basis on the Company's consolidated balance sheet. These long-lived assets are not measured at fair value on an ongoing basis but are subject to fair value adjustments in certain circumstances. Our long-lived assets are reviewed for impairment when changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

The Company calculates the estimated fair values of its long-lived assets using the income approach described in the ASC 820 — Fair Value Measurements. Significant inputs associated with the calculation of estimated discounted future net cash flows include anticipated future production, pricing estimates, capital and operating costs, market-based weighted average cost of capital, and risk adjustment factors applied to reserves. These are classified as Level 3 fair value assumptions. The Company utilizes an average of third-party industry forecasts of Dated Brent, adjusted for location and quality differentials, to determine our pricing assumptions. In order to evaluate the sensitivity of the assumptions, we analyze sensitivities to prices, production, and risk adjustment factors.

During the three months ended March 31, 2026 and 2025, the Company did not recognize impairment of proved oil and gas properties. If we experience material declines in oil pricing expectations in the future, significant increases in our estimated future expenditures or a significant decrease in our estimated production profile, our long-lived assets could be at risk of impairment.

## 11. Equity-based Compensation

### Restricted Stock Units

We record equity-based compensation expense equal to the fair value of share-based payments over the vesting periods of the LTIP awards. We recorded compensation expense from awards granted under our LTIP of \$6.0 million and \$8.4 million during the three months ended March 31, 2026 and 2025, respectively. The total tax benefit for the three months ended March 31, 2026 and 2025 was \$1.0 million and \$1.4 million, respectively. Additionally, we recorded a net tax shortfall (windfall) related to equity-based compensation of \$7.7 million and \$3.1 million for the three months ended March 31, 2026 and 2025, respectively. The fair value of awards vested during the three months ended March 31, 2026 and 2025 was \$3.7 million and \$19.1 million, respectively. The Company granted restricted stock units with service vesting criteria and a combination of market and service vesting criteria under the LTIP. Substantially all of these grants vest over three years. Upon vesting, restricted stock units become issued and outstanding stock.

For restricted stock units with a combination of market and service vesting criteria, the number of common shares to be issued is determined by comparing the Company's total shareholder return with the total shareholder return of a predetermined group of peer companies over the performance period and can vest in up to 200% of the awards granted. The grant date fair value ranged from \$1.94 to \$13.06 per award. The Monte Carlo simulation model utilized multiple input variables that determined the probability of satisfying the market condition stipulated in the award grant and calculated the fair value of the award. The expected volatility utilized in the model was estimated using our historical volatility and the historical volatilities of our peer companies and ranged from 58.0% to 105.0%. The risk-free interest rate was based on the U.S. treasury rate for a term commensurate with the expected life of the grant and ranged from 1.3% to 4.2%.

The following table reflects the outstanding restricted stock units as of March 31, 2026:

	Service Vesting Restricted Stock Units (In thousands)	Weighted- Average Grant-Date Fair Value	Market / Service Vesting Restricted Stock Units (In thousands)	Weighted- Average Grant-Date Fair Value
Outstanding at December 31, 2025	5,073	\$ 4.59	8,105	\$ 8.43
Granted(1)	3,201	1.04	4,188	1.94
Forfeited(1)	(804)	1.08	(195)	4.42
Vested	(2,115)	5.33	(583)	12.25
Outstanding at March 31, 2026	<u>5,355</u>	<u>\$ 2.69</u>	<u>11,515</u>	<u>\$ 4.27</u>

(1) The restricted stock units with a combination of market and service vesting criteria may vest between 0% and 200% of the originally granted units depending upon market performance conditions. Awards vesting over or under target shares of 100% results in additional shares granted or forfeited, respectively, in the period the market vesting criteria is determined.

As of March 31, 2026, total equity-based compensation to be recognized on unvested restricted stock units is \$25.7 million over a weighted average period of 1.93 years. At March 31, 2026, the Company had approximately 2.1 million shares that remain available for issuance under the LTIP.

## 12. Income Taxes

We evaluate our estimated annual effective income tax rate each quarter, based on current and forecasted business results and enacted tax laws, and apply this tax rate to our ordinary income or loss to calculate our estimated tax expense or benefit. The Company excludes zero statutory tax rate and tax-exempt jurisdictions from our evaluation of the estimated annual effective income tax rate. The tax effect of discrete items are recognized in the period in which they occur at the applicable statutory tax rate.

Income before income taxes is composed of the following:

	Three Months Ended March 31,	
	2026	2025
	(In thousands)	
United States	\$ (51,596)	\$ (60,770)
Foreign (1)	(189,491)	(33,261)
Income before income taxes	<u>\$ (241,087)</u>	<u>\$ (94,031)</u>

(1) Foreign tax expense includes amounts related to Ceiba and Okume Complex located in Block G offshore Equatorial Guinea, which has been classified as assets held for sale. See Note 3 - Acquisitions and Divestitures for additional information.

For the three months ended March 31, 2026 and 2025, our effective tax rate was 6% and (18)%, respectively. For the three months ended March 31, 2026 and March 31, 2025, our overall effective tax rate was impacted by:

- The difference in our 21% U.S. income tax reporting rate and the statutory income tax rates applicable to our foreign operations, primarily in Ghana and Equatorial Guinea,
- Jurisdictions that have a 0% statutory tax rate or that are exempt,
- Jurisdictions where we have incurred losses and have recorded valuation allowances against the corresponding deferred tax assets, and
- Other non-deductible expenses

### 13. Net Loss Per Share

The following table is a reconciliation between net loss and the amounts used to compute basic and diluted net loss per share and the weighted average shares outstanding used to compute basic and diluted net loss per share. Potentially dilutive securities include shares issuable upon conversion of our 3.125% Convertible Senior Notes using the if-converted method and restricted stock units awards under our equity-based compensation plan.

	Three Months Ended	
	March 31,	
	2026	2025
	(In thousands, except per share data)	
<b>Numerator:</b>		
Net loss allocable to common stockholders	\$ (225,574)	\$ (110,606)
<b>Denominator:</b>		
Weighted average number of shares outstanding:		
Basic	506,198	475,681
Restricted stock units(1)	—	—
Shares issuable assuming conversion of 3.125% Convertible Senior Notes(2)	—	—
Diluted	<u>506,198</u>	<u>475,681</u>
<b>Net loss per share:</b>		
Basic	\$ (0.45)	\$ (0.23)
Diluted	\$ (0.45)	\$ (0.23)

(1) We excluded restricted stock units of 14.2 million and 7.9 million for the three months ended March 31, 2026 and 2025, respectively, from the computations of diluted net loss per share because the effect would have been anti-dilutive.

(2) Represents the dilutive impact for the Company's 3.125% Convertible Senior Notes due 2030. As of March 31, 2026, the if-converted value is less than the outstanding principal of the 3.125% Convertible Senior Notes and therefore anti-dilutive. The 3.125% Convertible Senior Notes are subject to a capped call arrangement that potentially reduces the dilutive effect. Any potential impact of the capped call arrangement is excluded from this table as any proceeds under the capped call arrangement are considered anti-dilutive.

On March 10, 2026 the Company launched and priced a registered underwritten public offering of 112.1 million shares of common stock, par value \$0.01, resulting in net proceeds to Kosmos of approximately \$206.4 million. The offering closed on March 12, 2026.

### 14. Commitments and Contingencies

From time to time, we are involved in litigation, regulatory examinations and administrative proceedings primarily arising in the ordinary course of our business in jurisdictions in which we do business. Although the outcome of these matters cannot be predicted with certainty, management believes that the likelihood of an unfavorable outcome having a material impact is neither reasonably possible nor probable of occurring.

As of March 31, 2026, we have a commitment to drill one development well related to our assets held for sale in Equatorial Guinea. As part of the license extensions of WCTP and DT Petroleum Agreements in Ghana, we have a commitment to drill a minimum of ten development wells under the amended Jubilee plan of development.

In April 2024, a decommissioning trust agreement with the Jubilee unit partners to cash fund future retirement costs associated with the Jubilee Field was finalized. The operator currently estimates the total remaining commitment to be approximately \$111.0 million as of March 31, 2026, net to Kosmos, which will be funded annually by Kosmos over an estimated fourteen year period.

#### *Performance Obligations*

As of March 31, 2026 and December 31, 2025, the Company had performance and supplemental bonds totaling \$150.5 million and \$151.6 million, respectively, related to bonding requirements stipulated by the BOEM and other third parties for anticipated plugging and abandonment costs of certain wells and the removal of certain facilities in our Gulf of America fields.

Once the Tortue Phase 1 SPA Commercial Operations Date was achieved in February 2026, we have a commitment to our buyer under the Tortue Phase 1 SPA, BP Gas Marketing Limited, to deliver our proportionate share of a minimum annual contract quantity of LNG of 127,951,000 MMBtu, which is equivalent to approximately 2.45 million tonnes per annum, subject to certain downward adjustments by the sellers. Under certain circumstances, in the event the annual quantities provided are lower than the minimum annual contract quantity, Kosmos may be obligated to credit or pay a portion of the Contract Price to BP Gas Marketing Limited for the shortfall volumes.

In February 2026, Tullow, as Operator of the TEN partnership, executed the final Sale and Purchase Agreement enabling the partnership to acquire the TEN FPSO from MODEC, Inc. at the end of its current lease in 2027 for a gross purchase price of \$205.0 million. We have a commitment to Tullow for our proportionate share of the gross purchase price.

## 15. Additional Financial Information

### Accrued Liabilities

Accrued liabilities consisted of the following:

	March 31, 2026	December 31, 2025
	(In thousands)	
Accrued liabilities:		
Exploration, development and production	\$ 42,469	\$ 57,007
Revenue payable	17,038	69,273
Current asset retirement obligations	10,481	10,481
Finance lease liability	80,120	—
General and administrative expenses	15,025	4,916
Interest	97,093	67,830
Income taxes	24,092	16,050
Taxes other than income	1,632	1,305
Derivatives	32,567	125
Other	11,561	10,622
Total	<u>\$ 332,078</u>	<u>\$ 237,609</u>

### Asset Retirement Obligations

The following table summarizes the changes in the Company's asset retirement obligations as of and during the three months ended March 31, 2026:

	March 31, 2026
	(In thousands)
Asset retirement obligations:	
Beginning asset retirement obligations	\$ 337,497
Liabilities incurred during period	958
Liabilities settled during period	(129)
Revisions in estimated retirement obligations	129
Accretion expense	7,925
Ending asset retirement obligations	<u>\$ 346,380</u>
Less liabilities held for sale	139,602
Ending asset retirement obligations in the consolidated balance sheets	<u>\$ 206,778</u>

## 16. Business Segment Information

Kosmos is engaged in a single line of business, which is the exploration, development and production of oil and gas. At March 31, 2026, the Company had operations in four geographic reporting segments: Ghana, Equatorial Guinea, Mauritania/Senegal and the Gulf of America. The Company's Chief Operating Decision Maker ("CODM") is the Chief Executive Officer, who makes decisions about allocating resources and assessing performance for the entire company. To assess performance of the reporting segments, the CODM regularly reviews oil and gas revenues, oil and gas production costs, exploration expenses and capital expenditures by reporting segment in deciding how to allocate resources and in assessing performance. Capital expenditures, as defined by the Company, may not be comparable to similarly titled measures used by other companies and should be considered in conjunction with our consolidated financial statements and notes thereto. Financial information for each area is presented below:

	Ghana	Equatorial Guinea(2)	Mauritania/Senegal	Gulf of America	Corporate & Other	Eliminations	Total
	(In thousands)						
<b>Three months ended March 31, 2026</b>							
Revenues and other income:							
Oil and gas revenue	\$ 201,264	\$ 22,395	\$ 52,267	\$ 94,802	\$ —	\$ —	\$ 370,728
Other income, net	169	—	—	57	291,361	(291,418)	169
Total revenues and other income	201,433	22,395	52,267	94,859	291,361	(291,418)	370,897
Costs and expenses:							
Oil and gas production	28,424	14,853	55,341	31,977	—	—	130,595
Exploration expenses	3	1,114	336	4,014	14,277	—	19,744
General and administrative	3,939	1,465	2,710	5,804	53,214	(39,422)	27,710
Depletion, depreciation and amortization	53,517	4,121	30,796	31,286	153	—	119,873
Interest and other financing costs, net(1)	11,763	(34)	5,582	2,373	39,118	—	58,802
Derivatives, net	—	—	—	—	251,996	—	251,996
Other expenses, net	154,948	68,068	724	30,491	1,029	(251,996)	3,264
Total costs and expenses	252,594	89,587	95,489	105,945	359,787	(291,418)	611,984
Income (loss) before income taxes	(51,161)	(67,192)	(43,222)	(11,086)	(68,426)	—	(241,087)
Income tax expense (benefit)	(17,548)	650	—	1	1,384	—	(15,513)
Net income (loss)	\$ (33,613)	\$ (67,842)	\$ (43,222)	\$ (11,087)	\$ (69,810)	\$ —	\$ (225,574)
Consolidated capital expenditures, net	\$ 69,611	\$ 509	\$ 2,050	\$ 18,525	\$ 784	\$ —	\$ 91,479
<b>As of March 31, 2026</b>							
Property and equipment, net	\$ 987,893	\$ 13,620	\$ 1,878,714	\$ 485,064	\$ 2,198	\$ —	\$ 3,367,489
Total assets	\$ 3,353,013	\$ 2,664,929	\$ 6,389,681	\$ 3,799,340	\$ 29,742,908	\$ (41,166,429)	\$ 4,783,442

(1) Interest expense is recorded based on actual third-party and intercompany debt agreements. Capitalized interest is recorded on the business unit where the assets reside.

(2) The Ceiba and Okume Complex production assets located in Block G offshore Equatorial Guinea have been classified as held for sale as of March 31, 2026. See Note 3 - Acquisitions and Divestitures for additional information.

	Ghana	Equatorial Guinea	Mauritania/Senegal	Gulf of America	Corporate & Other	Eliminations	Total
	(In thousands)						
<b>Three months ended March 31, 2025</b>							
Revenues and other income:							
Oil and gas revenue	\$ 151,253	\$ 34,407	\$ 2,697	\$ 101,778	\$ —	\$ —	\$ 290,135
Other income, net	252	—	—	490	46,790	(47,236)	296
Total revenues and other income	151,505	34,407	2,697	102,268	46,790	(47,236)	290,431
Costs and expenses:							
Oil and gas production	41,310	16,978	58,101	50,919	—	—	167,308
Exploration expenses	45	2,361	1,618	4,495	1,150	—	9,669
General and administrative	3,285	1,821	2,528	5,184	53,941	(40,504)	26,255
Depletion, depreciation and amortization	44,817	15,100	2,917	57,675	158	—	120,667
Interest and other financing costs, net(1)	11,141	(67)	(1,014)	(2,020)	43,802	—	51,842
Derivatives, net	—	—	—	—	6,732	—	6,732
Other expenses, net	5,196	1,526	715	1,347	(63)	(6,732)	1,989
Total costs and expenses	105,794	37,719	64,865	117,600	105,720	(47,236)	384,462
Income (loss) before income taxes	45,711	(3,312)	(62,168)	(15,332)	(58,930)	—	(94,031)
Income tax expense (benefit)	16,676	(601)	—	(111)	611	—	16,575
Net income (loss)	\$ 29,035	\$ (2,711)	\$ (62,168)	\$ (15,221)	\$ (59,541)	\$ —	\$ (110,606)
Consolidated capital expenditures, net	\$ 18,958	\$ (1,357)	\$ 49,013	\$ 18,331	\$ 1,243	\$ —	\$ 86,188
<b>As of March 31, 2025</b>							
Property and equipment, net	\$ 963,977	\$ 466,204	\$ 2,105,186	\$ 861,330	\$ 16,359	\$ —	\$ 4,413,056
Total assets	\$ 3,652,535	\$ 2,470,169	\$ 3,231,623	\$ 4,101,688	\$ 26,285,260	\$ (34,471,861)	\$ 5,269,414

(1) Interest expense is recorded based on actual third-party and intercompany debt agreements. Capitalized interest is recorded on the business unit where the assets reside.

	Three Months Ended March 31,	
	2026	2025
	(In thousands)	
<b>Consolidated capital expenditures:</b>		
Consolidated Statements of Cash Flows - Investing activities:		
Oil and gas assets	\$ 87,047	\$ 90,245
Adjustments:		
Changes in capital accruals	380	(7,852)
Exploration expense, excluding unsuccessful well costs and leasehold impairments(1)	5,203	7,766
Capitalized interest	(1,867)	(4,193)
Other	716	222
Total consolidated capital expenditures, net	\$ 91,479	\$ 86,188

(1) Costs related to unsuccessful exploratory wells and leaseholds that are subsequently written off to Exploration expense are included in oil and gas assets when incurred.

## Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

*The following discussion and analysis should be read in conjunction with our consolidated financial statements and notes thereto contained herein and our annual financial statements for the year ended December 31, 2025, included in our annual report on Form 10-K along with the section Management’s Discussion and Analysis of financial condition and Results of Operations contained in such annual report. Any terms used but not defined in the following discussion have the same meaning given to them in the annual report. Our discussion and analysis includes forward-looking statements that involve risks and uncertainties and should be read in conjunction with “Risk Factors” under Item 1A of this report and in the annual report, along with “Forward-Looking Information” at the end of this section for information about the risks and uncertainties that could cause our actual results to be materially different than our forward-looking statements.*

### Overview

Kosmos Energy is a leading deepwater exploration and production company focused on meeting the world’s growing demand for energy. We have diversified oil and gas production from assets offshore Ghana, Equatorial Guinea, Mauritania, Senegal and the Gulf of America. Additionally, in the proven basins where we operate we are advancing high-quality development opportunities, which have come from our exploration success.

### Recent Developments

#### *Corporate*

On January 12, 2026, we received net proceeds of \$98.5 million from the funding of the second tranche of the GoA Term Loan after deducting fees and expenses. On January 13, 2026, the net proceeds were used, together with cash on hand, to complete the redemption of the remaining outstanding balance of \$100.0 million of the 7.125% Senior Notes due 2026. On March 24, 2026, we made a voluntary prepayment of \$53.6 million against the GoA Term Loan. On May 1, 2026, the GoA Term Loan Facility was amended to apply this prepayment in full satisfaction of the scheduled principal amount due on the first scheduled amortization payment date on June 30, 2026, and then ratably to all remaining scheduled principal payments of the outstanding loans. The amendment also deferred all future scheduled amortization payment dates in 2026, 2027 and 2028 such that they will now be due on October 1, January 1, April 1 and July 1 in each of 2026, 2027 and 2028. As a result of the amendment, there is only one remaining scheduled amortization payment in 2026 to be paid on October 1, 2026.

On January 16, 2026, the Company announced the pricing of \$350.0 million aggregate principal amount of 11.250% senior secured bonds due 2031 in the Nordic market (the “GTA Nordic bonds”). In the first quarter of 2026, the Company used the net proceeds from the Nordic bond offering to fund the repurchase of an aggregate principal amount of \$249.8 million of the 7.750% Senior Notes due 2027 pursuant to the Company’s cash tender offer announced on January 12, 2026 and open market repurchases, and to make a voluntary early principal repayment of \$100.0 million on outstanding borrowings under the Facility.

On March 10, 2026, the Company launched and priced a registered underwritten public offering of 112.1 million shares of common stock, resulting in net proceeds to Kosmos of approximately \$206.4 million. The offering closed on March 12, 2026.

In April 2026, during the Spring 2026 redetermination, the Company’s lending syndicate approved a borrowing base at approximately \$1.25 billion for the Facility, and a further reduction to approximately \$1.2 billion upon the close of the sale of all our participating interest in the Ceiba Field and Okume Complex production assets located in Block G offshore Equatorial Guinea.

#### *Ghana*

During the first quarter of 2026, Ghana production averaged approximately 103,300 Boepd gross (35,400 Boepd net).

Jubilee development drilling progressed in the first quarter of 2026 bringing two producer wells successfully online during the first quarter of 2026. The remaining development drilling campaign in 2026 is planned to include three additional producer wells and one additional water injector well.

In December 2025, the Jubilee and TEN partnerships received approval from the Government of Ghana to extend to 2040 the WCTP and the DT licenses, which cover the Jubilee and TEN fields offshore Ghana. Additionally, starting from July 2036, Ghana National Petroleum Corporation’s share in the fields will increase by an additional 10% interest and the joint venture partners’ shares will decrease pro rata. As part of the extension of the Petroleum Agreements, the Jubilee plan of

development is amended to include up to twenty additional wells in the fields. Additionally, in December 2025, as part of the extension of the WCTP and DT Petroleum Agreements, the Ghana partners and Government of Ghana have approved an amended gas sales agreement at a price of \$2.50 per MMBtu through the extended expiration date of 2040 for the WCTP and DT licenses.

In February 2026, Tullow Oil plc, as Operator of the TEN partnership, executed the final Sale and Purchase Agreement enabling the partnership to acquire the TEN FPSO from MODEC, Inc. at the end of its current lease in 2027 for a gross purchase price of \$205.0 million.

### *Gulf of America*

Production from the Gulf of America averaged approximately 16,800 Boepd net (~84% oil) for the first quarter of 2026.

On Tiberius, Kosmos (operator, 50% working interest) continues to progress the development with our partner Occidental Petroleum Corporation (“Oxy”) (50% working interest). A production handling agreement for the Oxy-operated Lucius platform was signed in the third quarter of 2025. We achieved a final investment decision in March 2026 with first oil targeted in the second half of 2028. We are also working on a potential farm down to reduce Kosmos’ working interest to approximately 33%, which is expected around the middle of 2026.

At Winterfell, the partnership spud Winterfell-5 in April 2026. Winterfell-5 is designed as a twin well to Winterfell-3 and is expected to restore production from the Winterfell-3 fault block. Winterfell-5 is expected online in the third quarter of 2026. In April 2026, Winterfell-2 was shut-in pending a future intervention.

In February 2026, Kosmos entered into a strategic alliance with Shell, exchanging interests in five exploration blocks in the Norphlet trend. Shell and Kosmos now have alignment covering ten blocks in the Gulf of America to explore multiple prospects, including Trailblazer. Drilling of the Trailblazer exploration well is planned for the first half of 2027, with Kosmos designated as development operator.

### *Equatorial Guinea*

Production in Equatorial Guinea averaged approximately 16,000 Bopd gross (5,600 Bopd net) in the first quarter of 2026, with remediation work on the failed subsea multiphase flow pump (MPP) at Ceiba progressing.

On February 24, 2026, we entered into a Share Sale and Purchase Agreement with a subsidiary of Panoro Energy ASA for the sale of all our 40.4% participating interest in the Ceiba Field and Okume Complex production assets located in Block G offshore Equatorial Guinea for upfront cash consideration of \$180.0 million, subject to certain adjustments and future contingent consideration of up to \$39.5 million, comprised of \$12.5 million linked to future production performance at the Ceiba field and \$9.0 million payable in each of the years 2027, 2028 and 2029, subject to certain production and oil price thresholds. The transaction has an effective date of January 1, 2025, has received approval from the Government of Equatorial Guinea and completion only remains subject to CEMAC customary approval. While we expect to close the transaction around the middle of 2026, there can be no assurances that closing will ultimately occur or that it may not be delayed. Operating results throughout this Form 10-Q continue to include the operating results of the EG business on the basis that the transaction has not yet closed and that the Company continues to own all of the participating interest in the Ceiba Field and Okume Complex production assets located in Block G offshore Equatorial Guinea. All such references to the Company’s future plans and expectations for the Equatorial Guinea business unit should therefore be read in light of the ongoing transaction.

In the first quarter of 2026, we withdrew from Block EG-01 offshore Equatorial Guinea.

### *Mauritania and Senegal*

#### Greater Tortue Ahmeyim (GTA) Field

Production in Mauritania and Senegal from GTA averaged approximately 69,800 Boepd gross (17,000 Boepd net) in the first quarter of 2026, approximately 2.85 million tonnes per annum, or 5% above FLNG nameplate capacity.

*Sao Tome and Principe*

Block 5 offshore Sao Tome and Principe is scheduled to expire during the second quarter of 2026 and, accordingly, we wrote off related leasehold costs.

## Results of Operations

All of our results, as presented in the table below, represent operations from Ghana, Equatorial Guinea, Mauritania, Senegal and the Gulf of America. Certain operating results and statistics for the three months ended March 31, 2026 and 2025 are included in the following tables:

	Three Months Ended March 31,	
	2026(2)	2025
(In thousands, except per volume data)		
<b>Sales volumes:</b>		
Oil (MBbl)	4,414	3,659
Gas (MMcf)	12,749	4,172
NGL (MBbl)	104	91
Total (MBoe)	<u>6,643</u>	<u>4,445</u>
Total (Boepd)	<u>73,809</u>	<u>49,393</u>
<b>Revenues:</b>		
Oil sales	\$ 297,011	\$ 270,405
Gas sales	72,104	17,629
NGL sales	1,613	2,101
Total oil and gas revenue	<u>\$ 370,728</u>	<u>\$ 290,135</u>
Average oil sales price per Bbl	\$ 67.29	\$ 73.90
Average gas sales price per Mcf	5.66	4.23
Average NGL sales price per Bbl	15.51	23.09
Average total sales price per Boe	\$ 55.81	\$ 65.27
<b>Costs:</b>		
Oil and gas production, excluding workovers	\$ 127,956	\$ 153,627
Oil and gas production, workovers	2,639	13,681
Total oil and gas production costs	<u>\$ 130,595<sup>(1)</sup></u>	<u>\$ 167,308<sup>(1)</sup></u>
Depletion, depreciation and amortization	<u>\$ 119,873</u>	<u>\$ 120,667</u>
<b>Average cost per Boe:</b>		
Oil and gas production, excluding workovers	\$ 19.26	\$ 34.56
Oil and gas production, workovers	0.40	3.08
Total oil and gas production costs	<u>\$ 19.66<sup>(1)</sup></u>	<u>\$ 37.64<sup>(1)</sup></u>
Depletion, depreciation and amortization	<u>18.05</u>	<u>27.14</u>
Total	<u>\$ 37.71</u>	<u>\$ 64.78</u>

(1) Substantially all NGLs and natural gas sales in Ghana and the Gulf of America are associated production from our oil wells and, therefore, production costs metrics are presented under a common unit of measure. In Mauritania and Senegal, all condensate sales and LNG sales are associated production from our gas wells and the first LNG cargo was successfully completed in April 2025. Oil and gas production costs related to LNG production at the GTA Phase 1 project were \$55.3 million and \$58.1 million for the three months ended March 31, 2026 and March 31, 2025, respectively. Production costs per Mcfe in Mauritania and Senegal was \$6.80 for the three months ended March 31, 2026. Mauritania and Senegal LNG sales are presented as gas sales in the table.

(2) Includes results of the EG business on the basis that the transaction has not yet closed and that the Company continues to own all of the participating interest in the Ceiba Field and Okume Complex production assets located in Block G offshore Equatorial Guinea. See Note 3 - Acquisitions and Divestitures for additional information.

The following table shows the number of wells in the process of being drilled or in active completion stages, and the number of wells suspended or waiting on completion as of March 31, 2026:

	Actively Drilling or Completing				Wells Suspended or Waiting on Completion			
	Exploration		Development		Exploration		Development	
	Gross	Net	Gross	Net	Gross	Net	Gross	Net
<b>Ghana</b>								
Jubilee Unit	—	—	1	0.39	—	—	6	2.32
TEN	—	—	—	—	—	—	5	1.02
<b>Equatorial Guinea</b>								
Block G	—	—	—	—	—	—	1	0.40
<b>Gulf of America</b>								
Tiberius	—	—	—	—	1	0.50	—	—
<b>Mauritania / Senegal</b>								
Greater Tortue Ahmeyim	—	—	—	—	1	0.27	—	—
<b>Total</b>	<u>—</u>	<u>—</u>	<u>1</u>	<u>0.39</u>	<u>2</u>	<u>0.77</u>	<u>12</u>	<u>3.74</u>

The discussion of the results of operations and the period-to-period comparisons presented below analyze our historical results. The following discussion may not be indicative of future results.

**Three months ended March 31, 2026 compared to three months ended March 31, 2025**

	Three Months Ended		Increase (Decrease)
	March 31,		
	2026(2)	2025	
	(In thousands)		
<b>Revenues and other income:</b>			
Oil and gas revenue	\$ 370,728	\$ 290,135	\$ 80,593
Other income, net	169	296	(127)
Total revenues and other income	370,897	290,431	80,466
<b>Costs and expenses:</b>			
Oil and gas production	130,595	167,308	(36,713)
Exploration expenses	19,744	9,669	10,075
General and administrative	27,710	26,255	1,455
Depletion, depreciation and amortization	119,873	120,667	(794)
Interest and other financing costs, net	58,802	51,842	6,960
Derivatives, net	251,996	6,732	245,264
Other expenses, net	3,264	1,989	1,275
Total costs and expenses	611,984	384,462	227,522
Loss before income taxes	(241,087)	(94,031)	(147,056)
Income tax expense (benefit)	(15,513)	16,575	(32,088)
Net loss	\$ (225,574)	\$ (110,606)	\$ (114,968)

**Oil and gas revenue.** Oil and gas revenue increased by \$80.6 million during the three months ended March 31, 2026 as compared to the three months ended March 31, 2025 primarily as a result of higher production and sales volumes at Jubilee and GTA, with GTA producing at 5% above FLNG nameplate capacity offset by lower average realized oil and gas prices. We

sold 6,643 MBoe at an average realized price per barrel equivalent of \$55.81 during the three months ended March 31, 2026 and 4,445 MBoe at an average realized price per barrel equivalent of \$65.27 during the three months ended March 31, 2025.

*Oil and gas production.* Oil and gas production costs decreased by \$36.7 million during the three months ended March 31, 2026 as compared to the three months ended March 31, 2025 primarily as a result of lower routine operating costs across all of our business units and decreased workover expense in our Gulf of America business unit.

*Exploration expenses.* Exploration expenses increased by \$10.1 million during the three months ended March 31, 2026, as compared to the three months ended March 31, 2025 primarily as a result of the write-off of exploration leasehold costs during the first quarter of 2026, partially offset by decreased seismic, geological and geophysical studies and related costs in the first quarter of 2026 as part of the Company's focus on managing costs across our portfolio.

*General and administrative expenses.* General and administrative expenses increased \$1.5 million during the three months ended March 31, 2026, as compared to the three months ended March 31, 2025 primarily as a result of lower technical rate fees in the first quarter of 2026, partially offset by lower gross general and administrative costs.

*Depletion, depreciation and amortization.* Depletion, depreciation and amortization decreased by \$0.8 million during the three months ended March 31, 2026, as compared with the three months ended March 31, 2025 primarily as a result lower depletion rates per boe across our portfolio offset by higher sales volumes at Jubilee and GTA.

*Interest and other financing costs, net.* Interest and other financing costs, net increased by \$7.0 million during the three months ended March 31, 2026, as compared to the three months ended March 31, 2025 primarily as a result of increased debt and lower capitalized interest as a result of the Yakaar and Teranga write-off in December 2025.

*Derivatives, net.* During the three months ended March 31, 2026 and 2025, we recorded a loss of \$252.0 million and a loss of \$6.7 million, respectively, on our outstanding hedge positions. The amounts recorded were a result of changes in the forward oil price curve during the respective periods.

*Income tax expense.* For the three months ended March 31, 2026 and 2025, changes to our effective tax rates are driven by which tax jurisdictions our income (loss) before income taxes is generated. The jurisdictions in which we operate have statutory tax rates ranging from 0% to 35%.

## **Liquidity and Capital Resources**

We are actively engaged in an ongoing process of anticipating and meeting our funding requirements related to our strategy as a deepwater exploration and production company. We have historically met our funding requirements through cash flows generated from our operating activities and obtained additional funding from issuances of equity and debt, as well as partner carries.

Oil prices are historically volatile and could negatively impact our ability to generate sufficient operating cash flows to meet our funding requirements. This oil price volatility could impact our ability to comply with our financial covenants. To partially mitigate this price volatility, we maintain an active hedging program and review our capital spending program on a regular basis. Our investment decisions are based on longer-term commodity prices based on the nature of our projects and development plans. Current commodity prices, combined with our hedging program and our current liquidity position is expected to support our remaining capital program for 2026.

As such, our 2026 capital budget is based on our exploitation plans for our producing assets in Ghana, Equatorial Guinea, Mauritania, Senegal and the Gulf of America, and our development activities in the Gulf of America and in Mauritania and Senegal.

Our future financial condition and liquidity can be impacted by, among other factors, the success of our exploration, appraisal and exploitation drilling programs, the number of commercially viable oil and natural gas discoveries made and the quantities of oil and natural gas discovered, the speed with which we can bring such discoveries to production, the reliability of our oil and gas production facilities, our ability to continuously export oil, natural gas and LNG and our ability to secure and maintain partners and their alignment with respect to capital plans, the actual cost of exploration, appraisal, exploitation and development of our oil and natural gas assets, and coverage of any claims under our insurance policies.

*Sources and Uses of Cash*

The following table presents the sources and uses of our cash and cash equivalents and restricted cash for the three months ended March 31, 2026 and 2025:

	Three Months Ended	
	March 31,	
	2026	2025
	(In thousands)	
<b>Sources of cash, cash equivalents and restricted cash:</b>		
Net cash provided by (used in) operating activities	\$ 106,556	\$ (888)
Borrowings under long-term debt	124,167	100,000
Net proceeds from issuance of senior notes and bonds	350,000	—
Net proceeds from issuance of common stock	206,440	—
	<u>787,163</u>	<u>99,112</u>
<b>Uses of cash, cash equivalents and restricted cash:</b>		
Oil and gas assets	87,047	90,245
Notes receivable and other investing activities	11,598	44,048
Payments on long-term debt	277,738	—
Repurchase and redemption of senior notes	346,984	—
Payments on finance lease	5,262	—
Other financing costs	7,731	—
	<u>736,360</u>	<u>134,293</u>
Increase (decrease) in cash, cash equivalents and restricted cash	<u>\$ 50,803</u>	<u>\$ (35,181)</u>

**Net cash provided by (used in) operating activities.** Net cash provided by operating activities for the three months ended March 31, 2026 was \$106.6 million compared with net cash used in operating activities for the three months ended March 31, 2025 of \$0.9 million. The increase in cash provided by operating activities in the three months ended March 31, 2026 when compared to the same period in 2025 is primarily a result of higher production and sales volumes at Jubilee and GTA, lower routine oil and gas production costs across all of our business units and decreased workover expense in our Gulf of America business unit, partially offset by lower average realized oil and gas prices for the three months ended March 31, 2026.

The following table presents our liquidity and financial position as of March 31, 2026 and December 31, 2025:

	March 31, 2026	December 31, 2025
	(In thousands)	
<b>Outstanding debt principal balances:</b>		
Facility	\$ 1,000,000	\$ 1,200,000
7.125% Senior Notes	—	100,000
7.750% Senior Notes	100,173	350,000
7.500% Senior Notes	400,274	400,274
8.750% Senior Notes	500,000	500,000
3.125% Convertible Senior Notes	400,000	400,000
11.250% Senior Secured Bonds	350,000	—
GoA Term Loan Facility	196,429	150,000
Total long-term debt	2,946,876	3,100,274
Cash and cash equivalents	129,957	91,518
Cash included in assets held for sale	7,960	—
Total restricted cash (1)	30,630	26,226
Net debt(2)	\$ 2,778,329	\$ 2,982,530
Availability under the Facility	\$ 350,000	\$ 150,000
Availability under the GoA Term Loan Facility(1)	\$ —	\$ 100,000
Available borrowings plus cash and cash equivalents	\$ 487,917	\$ 341,518

(1) When our debt cover ratio exceeds 2.50x, we are required under the Facility to maintain a restricted cash balance that is sufficient to meet the payment of interest and fees for the next six-month period on the 7.750% Senior Notes, the 7.500% Senior Notes, the 8.750% Senior Notes and the 3.125% Convertible Senior Notes or the Facility, whichever is greater. During the first quarter of 2025, the Facility lenders waived the requirement to maintain a restricted cash balance until the March 31, 2026 financial covenant test date. Our debt cover ratio for the most recent March 31, 2026 financial covenant test date exceeded 2.50x and the estimated restricted cash funding requirement is approximately \$47.0 million. We are currently in discussions with the Facility lenders seeking approval to extend the prior waiver, but if no approval is granted then we plan to start funding the debt service reserve account in the second quarter, as required under the terms of the Facility.

(2) Excludes \$80.1 million TEN FPSO finance lease liability. For purposes of the debt cover ratio calculation under the Facility, the finance lease liability is included in net debt.

### Capital Expenditures and Investments

For our 2026 capital expenditure budget, we expect to incur capital costs as we:

- drill additional infill wells in Ghana and the Gulf of America;
- advance development efforts in the Gulf of America and in Mauritania and Senegal; and
- execute facilities integrity activities in Equatorial Guinea.

We have relied on a number of assumptions in budgeting for our future activities. These include the number of wells we plan to drill, our paying interests in our operations including disproportionate payment amounts, the costs involved in developing or participating in the development of a prospect, the timing of third-party projects, the availability of suitable equipment and qualified personnel and our cash flows from operations. We also evaluate potential corporate and asset acquisition opportunities to support and expand our asset portfolio which may impact our budget assumptions. These assumptions are inherently subject to significant business, political, economic, regulatory, health, environmental and competitive uncertainties, contingencies and risks, all of which are difficult to predict and many of which are beyond our control. We may need to raise additional funds more quickly if market conditions deteriorate, or one or more of our assumptions proves to be incorrect, or if we choose to expand our acquisition, exploration, appraisal, development efforts or any other activity more rapidly than we presently anticipate. We may decide to raise additional funds before we need them if the conditions for raising capital are favorable. We may seek to sell assets, equity or debt securities or obtain additional bank

credit facilities. The sale of equity securities could result in dilution to our shareholders. The incurrence of additional indebtedness could result in increased fixed obligations and additional covenants that could restrict our operations.

#### *2026 Capital Program*

We estimate we will spend in aggregate around \$350 million of capital for the year ending December 31, 2026, excluding any acquisitions or divestiture of oil and gas properties during the year. This capital expenditure budget consists of:

- Approximately \$275 million related to maintenance activities across our producing Ghana and Gulf of America assets, including infill development drilling and TEN FPSO purchase payments;
- Approximately \$60 million related to progressing our development programs in the Gulf of America and in Mauritania and Senegal;
- Approximately \$15 million related to facilities integrity activities in Equatorial Guinea.

The ultimate amount of capital we will spend may fluctuate materially based on market conditions and the success of our exploitation and drilling results among other factors. Our future financial condition and liquidity will be impacted by, among other factors, our level of production of oil, natural gas and LNG and the prices we receive from the sale of oil, natural gas and LNG, and our ability to effectively hedge future production volumes, the success of our multi-faceted infrastructure-led exploration, appraisal and development drilling programs, the number of commercially viable oil and natural gas discoveries made and the quantities of oil and natural gas discovered, the speed with which we can bring such discoveries to production, our partners' alignment with respect to capital plans, and the actual cost of exploration, appraisal, exploitation and development of our oil and natural gas assets, and coverage of any claims under our insurance policies.

#### *Significant Sources of Capital*

##### *Facility*

The Facility supports our oil and gas exploration, appraisal and development programs and corporate activities. The amount of funds available to be borrowed under the Facility, also known as the borrowing base amount, is determined every March and September. The borrowing base amount is based on the sum of the net present values of net cash flows and relevant capital expenditures reduced by certain percentages as well as value attributable to certain assets' reserves and/or resources in the Company's production assets in Ghana and Equatorial Guinea. As of March 31, 2026, borrowings under the Facility totaled approximately \$1.0 billion and the undrawn availability under the Facility was \$350.0 million.

In April 2026 during the Spring 2026 redetermination, the Company's lending syndicate approved a borrowing base at approximately \$1.25 billion. Following closing of the sale of all our participating interest in the Ceiba Field and Okume Complex production assets located in Block G offshore Equatorial Guinea, the Company's production assets in Equatorial Guinea will no longer be included in the borrowing base amount, and we have agreed with the lending syndicate to further reduce the borrowing base to approximately \$1.2 billion.

The Facility provides a revolving credit and letter of credit facility. The availability period for the revolving credit facility expires one month prior to the final maturity date. The letter of credit facility expires on the final maturity date. The available facility amount is subject to borrowing base constraints and, beginning on April 1, 2027, outstanding borrowings will be constrained by an amortization schedule. The Facility has a final maturity date of December 31, 2029. As of March 31, 2026, we had no letters of credit issued under the Facility. We have the right to cancel all the undrawn commitments under the amended and restated Facility.

If an event of default exists under the Facility, the lenders can accelerate the maturity and exercise other rights and remedies, including the enforcement of security granted pursuant to the Facility over certain assets. Leverage was elevated in 2025 given lower oil prices and the impact of operation costs during the ramp-up of the GTA Phase 1 project combined with lower company production. As a result, in July 2025, the Company and the Facility lenders agreed to amend the debt cover ratio required under the Facility. The amendment made this covenant less restrictive for the following two scheduled financial covenant assessment dates, up to a maximum of 4.0x and 4.25x, respectively, and thereafter returned to the originally agreed upon ratio of 3.50x for assessment dates thereafter. In February 2026, we further amended the debt cover ratio calculation through September 2026. This most recent amendment makes the covenant less restrictive for the following two scheduled financial covenant assessment dates, up to a maximum of 4.5x and 4.25x respectively, and for purposes of the financial covenant assessment date in March 2026, the calculation was made excluding the Company's Mauritania and Senegal business

unit. The debt cover ratio returns to the originally agreed upon ratio of 3.5x for assessment dates thereafter. The change was intended to align the covenant calculation with recent business operations, lower oil prices and the impact of operating costs during the ramp-up of the GTA Phase 1 project on our results of operations. The Facility contains customary cross default provisions.

The U.S. and many foreign economies continue to experience uncertainty driven by varying macroeconomic conditions. Although some of these economies have shown signs of improvement, macroeconomic recovery remains uneven. Uncertainty in the macroeconomic environment and associated global economic conditions have resulted in extreme volatility in credit, equity, and foreign currency markets, including the European sovereign debt markets and volatility in various other markets. If any of the financial institutions within our Facility are unable to perform on their commitments, our liquidity could be impacted. We actively monitor all of the financial institutions participating in our Facility. None of the financial institutions have indicated to us that they may be unable to perform on their commitments. In addition, we periodically review our banking and financing relationships, considering the stability of the institutions and other aspects of the relationships. Based on our monitoring activities, we currently believe our banks will be able to perform on their commitments.

#### *Senior Notes*

We have three series of senior notes outstanding as of March 31, 2026, which we collectively refer to as the “Senior Notes.” In January 2026, we used the net proceeds of \$98.5 million from funding the second tranche of the GoA Term Loan Facility, together with cash on hand, to fund the redemption of the remaining \$100.0 million of the 7.125% Senior Notes due 2026. Our 7.750% Senior Notes have an outstanding balance of \$100.2 million and mature on May 1, 2027. Interest is payable on the 7.750% Senior Notes each May 1 and November 1. Our 7.500% Senior Notes have an outstanding balance of approximately \$400.3 million and mature on March 1, 2028. Interest is payable on the 7.500% Senior Notes each March 1 and September 1. Our 8.750% Senior Notes have an outstanding balance of \$500.0 million and mature on October 1, 2031. Interest is payable on the 8.750% Senior Notes each April 1 and October 1.

The Senior Notes are senior, unsecured obligations of Kosmos Energy Ltd. and rank equally in right of payment with all of its existing and future senior indebtedness (including the 3.125% Convertible Senior Notes) and rank effectively junior in right of payment to all of its existing and future secured indebtedness (including all borrowings under the Facility, the GoA Term Loan Facility and, with respect to certain of our subsidiaries that own our assets in Mauritania and Senegal, the GTA Nordic bonds). The GTA Nordic bonds are fully and unconditionally guaranteed by the Company, as well as the Company’s wholly-owned subsidiaries, Kosmos Energy Tortue Finance, Kosmos Energy Senegal, Kosmos Energy Investments Senegal Limited and Kosmos Energy Mauritania. The GTA Nordic bonds are also guaranteed on an unsecured basis by certain of the Company’s subsidiaries that also guarantee the Senior Notes on a senior, unsecured basis. The Senior Notes are jointly and severally guaranteed on a senior, unsecured basis by certain subsidiaries owning the Company’s Gulf of America assets, and on a subordinated, unsecured basis by entities that borrow under, or guarantee, our Facility.

#### *3.125% Convertible Senior Notes due 2030*

We have one series of senior convertible notes outstanding. Our 3.125% Convertible Senior Notes mature on March 15, 2030, unless earlier converted, redeemed or repurchased. Interest is payable in arrears each March 15 and September 15, commencing September 15, 2024.

The 3.125% Convertible Senior Notes are senior, unsecured obligations of Kosmos Energy Ltd. and rank equal in right of payment with all of its existing and future senior indebtedness (including all borrowings under the Senior Notes) and rank effectively junior in right of payment to all of its existing and future secured indebtedness (including all borrowings under the Facility, to the extent of the value of the assets securing such indebtedness). The 3.125% Convertible Senior Notes are guaranteed on a senior, unsecured basis by certain of our existing subsidiaries that guarantee on a senior basis the Senior Notes, and, in certain circumstances, certain of our other existing or future subsidiaries. The 3.125% Convertible Senior Notes are guaranteed on a subordinated, unsecured basis by certain of our existing subsidiaries that borrow under or guarantee the Facility and guarantee on a subordinated basis the Senior Notes, and, in certain circumstances, certain of our other existing or future subsidiaries.

The 3.125% Convertible Senior Notes indenture contains customary terms and covenants.

In connection with the issuance of the 3.125% Convertible Senior Notes, the Company entered into capped call transactions (the “Capped Call Transactions”). The Capped Call Transactions are generally expected to reduce potential dilution to holders of our common stock upon any conversion of the 3.125% Convertible Senior Notes and/or offset any cash payments that we are required to make in excess of the principal amount of any 3.125% Convertible Senior Notes that are converted, as the case may be, with such reduction and/or offset subject to a cap.

*GoA Term Loan Facility*

On September 24, 2025, the Company entered into a senior secured term loan credit agreement secured by first priority liens on all of the Company's Gulf of America assets (as defined in the credit agreement). The GoA Term Loan Facility is structured in two tranches, with the first tranche consisting of a four-year term loan in an aggregate principal amount of \$150.0 million, which was funded on October 1, 2025, and a second tranche of an additional \$100.0 million, which was funded in January 2026. The net proceeds were used, together with cash on hand, to fund the redemption of \$250.0 million in aggregate of the 7.125% Senior Notes due in 2026. On March 24, 2026, we made a voluntary prepayment of \$53.6 million against the GoA Term Loan. On May 1, 2026, the GoA Term Loan Facility was amended to apply this prepayment in full satisfaction of the scheduled principal amount due on the first scheduled amortization payment date on June 30, 2026, and then ratably to all remaining scheduled principal payments of the outstanding loans. The amendment also deferred all future scheduled amortization payment dates in 2026, 2027 and 2028 such that they will now be due on October 1, January 1, April 1 and July 1 in each of 2026, 2027 and 2028. As a result of the amendment, there is only one remaining scheduled amortization payment in 2026 to be paid on October 1, 2026.

Interest on outstanding loans under the GoA Term Loan Facility is payable quarterly in arrears at a rate per annum equal to 3.75% plus the term SOFR reference rate administered by CME Group Benchmark Administration Limited for the relevant period published. The GoA Term Loan Facility matures in 2029, with principal payments beginning June 30, 2026.

*GTA Nordic Bonds*

In January 2026, we issued one series of senior secured GTA Nordic bonds totaling \$350.0 million. Our 11.250% senior secured GTA Nordic bonds mature in January 2031, unless earlier redeemed or repurchased. Interest is payable semi-annually in arrears each July 29 and January 29, commencing July 29, 2026.

The GTA Nordic bonds were issued by Kosmos Energy GTA Holdings, a wholly-owned subsidiary of Kosmos Energy Ltd., and are fully and unconditionally guaranteed by the Company, as well as the Company's wholly-owned subsidiaries, Kosmos Energy Tortue Finance, Kosmos Energy Senegal, Kosmos Energy Investments Senegal Limited and Kosmos Energy Mauritania. The GTA Nordic bonds are also guaranteed on an unsecured basis by certain of the Company's subsidiaries that also guarantee the Company's existing senior unsecured notes.

The Bond Terms governing the GTA Nordic bonds also require Kosmos Energy GTA Holdings to maintain certain financial covenants including:

- Minimum Liquidity (as defined in the Bond Terms) of not less than \$17.5 million or 5% of the outstanding GTA Nordic bonds, whichever is greater; and
- an Asset Coverage Ratio (as defined in the Bond Terms) of at least 1.25x.

### Equity Issuance

On March 10, 2026, the Company launched and priced a registered underwritten public offering of 112.1 million shares of common stock, resulting in net proceeds to Kosmos of approximately \$206.4 million. The offering closed on March 12, 2026.

### Contractual Obligations

The following table summarizes by period the payments due for our estimated contractual obligations as of March 31, 2026, and the weighted average interest rates expected to be paid on the Facility given current contractual terms and market conditions, and the instrument's estimated fair value. Weighted-average interest rates are based on implied forward rates in the yield curve at the reporting date. This table does not include amortization of deferred financing costs.

	Years Ending December 31,						Total	Asset (Liability) Fair Value at March 31, 2026
	2026(2)	2027	2028	2029	2030	Thereafter		
(In thousands, except percentages)								
<b>Fixed rate debt:</b>								
7.750% Senior Notes	\$ —	\$ 100,173	\$ —	\$ —	\$ —	\$ —	\$ 100,173	\$ 100,020
7.500% Senior Notes	—	—	400,274	—	—	—	400,274	384,163
8.750% Senior Notes	—	—	—	—	—	500,000	500,000	439,170
3.125% Convertible Senior Notes	—	—	—	—	400,000	—	400,000	309,600
11.250% Senior Secured Bonds	—	—	—	—	—	350,000	350,000	372,026
<b>Variable rate debt:</b>								
Weighted average interest rate	8.54 %	8.60 %	8.96 %	9.30 %	— %	— %		
Facility(1)	\$ —	\$ 120,449	\$ 385,508	\$ 494,043	\$ —	\$ —	\$ 1,000,000	\$ 1,000,000
GoA Term Loan Facility	15,110	60,439	60,440	60,440	—	—	196,429	196,429
<b>Total principal debt repayments</b>	<b>\$ 15,110</b>	<b>\$ 281,061</b>	<b>\$ 846,222</b>	<b>\$ 554,483</b>	<b>\$ 400,000</b>	<b>\$ 850,000</b>	<b>\$ 2,946,876</b>	
Interest & commitment fee payments on long-term debt	205,898	229,118	181,779	127,383	89,375	63,437	896,990	
Operating leases(3)	2,847	3,951	3,744	3,176	—	—	13,718	
Finance lease	32,784	52,047	—	—	—	—	84,831	
Purchase obligations(4)	24,031	—	—	—	—	—	24,031	
Decommissioning Trust Funds(5)	—	8,284	8,284	8,284	8,284	77,865	111,001	
Firm transportation commitments	3,036	2,315	—	—	—	—	5,351	

- (1) The amounts included in the table represent principal maturities only. The scheduled maturities of debt related to the Facility are based on the level of borrowings and the available borrowing base as of March 31, 2026. Any increases or decreases in the level of borrowings or increases or decreases in the available borrowing base would impact the scheduled maturities of debt during the next five years and thereafter.
- (2) Represents the period April 1, 2026 through December 31, 2026.
- (3) Primarily relates to corporate and foreign office leases.
- (4) Represents gross contractual obligations to execute planned future capital projects. Other joint owners in the properties operated by Kosmos will be billed for their working interest share of such costs. Does not include our share of operator's purchase commitments for jointly owned fields and facilities where we are not the operator and excludes commitments for exploration activities, including well commitments and seismic obligations, in our petroleum contracts. The Company's liabilities for asset retirement obligations associated with the dismantlement, abandonment and restoration costs of oil and gas properties are not included. See Note 15 - Additional Financial Information for additional information regarding these liabilities.
- (5) In April 2024, a decommissioning trust agreement with the Jubilee unit partners to cash fund future retirement costs associated with the Jubilee Field was finalized. The operator currently estimates the total commitment to be approximately \$111.0 million as of March 31, 2026, net to Kosmos, which will be funded annually by Kosmos over an estimated fourteen year period. It is possible that our funding requirements could change based on future changes in the decommissioning plan or estimates.

As of March 31, 2026, we have a commitment to drill one development well related to our assets held for sale in Equatorial Guinea. As part of the license extensions of WCTP and DT Petroleum Agreements in Ghana, we have a commitment to drill a minimum of ten development wells under the amended Jubilee plan of development.

Once the Tortue Phase 1 SPA Commercial Operations Date was achieved in February 2026, we have a commitment to our buyer under the Tortue Phase 1 SPA, BP Gas Marketing Limited, to deliver our proportionate share of a minimum annual contract quantity of LNG of 127,951,000 MMBtu, which is equivalent to approximately 2.45 million tonnes per annum, subject to certain downward adjustments by the sellers. Under certain circumstances, in the event the annual quantities provided are lower than the minimum annual contract quantity, Kosmos may be obligated to credit or pay a portion of the Contract Price to BP Gas Marketing Limited for the shortfall volumes.

### **Critical Accounting Policies**

We consider accounting policies related to our revenue recognition, exploration and development costs, income taxes, estimates of proved oil and gas reserves, asset retirement obligations, impairment of long-lived assets, and acquisition accounting as critical accounting policies. The policies include significant estimates made by management using information available at the time the estimates are made. However, these estimates could change materially if different information or assumptions were used. Other than items discussed in Note 2 — Accounting Policies, there have been no changes to our critical accounting policies which are summarized in “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations” section in our annual report on Form 10-K, for the year ended December 31, 2025.

### **Cautionary Note Regarding Forward-looking Statements**

This quarterly report on Form 10-Q contains estimates and forward-looking statements, principally in “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” Our estimates and forward-looking statements are mainly based on our current expectations and estimates of future events and trends, which affect or may affect our businesses and operations. Although we believe that these estimates and forward-looking statements are based upon reasonable assumptions, they are subject to several risks and uncertainties and are made in light of information currently available to us. Many important factors, in addition to the factors described in our quarterly report on Form 10-Q and our annual report on Form 10-K, may adversely affect our results as indicated in forward-looking statements. You should read this quarterly report on Form 10-Q, the annual report on Form 10-K and the documents that we have filed with the Securities and Exchange Commission completely and with the understanding that our actual future results may be materially different from what we expect. Our estimates and forward-looking statements may be influenced by the following factors, among others:

- the impact of a potential regional or global recession, inflationary pressures and other varying macroeconomic conditions on us and the overall business environment;
- the impacts of the conflict in Iran and ongoing instability in the Middle East and Latin America, the continued war in Ukraine and the effects these events have on the oil and gas industry as a whole, including increased volatility with respect to oil, natural gas and liquified natural gas (“LNG”) prices and operating and capital expenditures;
- our ability to find, acquire or gain access to other discoveries and prospects and to successfully develop and produce from our current discoveries and prospects;
- uncertainties inherent in making estimates of our oil and natural gas data;
- the successful implementation of our and our block partners’ prospect discovery and development and drilling plans;
- projected and targeted capital expenditures and other costs, commitments and revenues;
- termination of or intervention in concessions, rights or authorizations granted to us by the governments of the countries in which we operate (or their respective national oil companies) or any other federal, state or local governments or authorities;
- our dependence on our key management personnel and our ability to attract and retain qualified technical personnel;
- the ability to obtain financing and to comply with the terms under which such financing may be available;
- the volatility of oil, natural gas and LNG prices, as well as our ability to implement hedges addressing such volatility on commercially reasonable terms;
- the availability, cost, function and reliability of developing appropriate infrastructure around and transportation to our discoveries and prospects;
- the availability and cost of drilling rigs, production equipment, supplies, personnel and oilfield services;
- other competitive pressures;
- potential liabilities inherent in oil and natural gas operations, including drilling and production risks and other operational and environmental risks and hazards;
- current and future government regulation of the oil and gas industry, applicable monetary/foreign exchange sectors or regulation of the investment in or ability to do business with certain countries or regimes;
- cost of compliance with laws and regulations;

- changes in, or new, environmental, health and safety or climate change or GHG laws, regulations and executive orders, or the implementation, or interpretation, of those laws, regulations and executive orders;
- adverse effects of sovereign boundary disputes in the jurisdictions in which we operate;
- environmental liabilities;
- geological, geophysical and other technical and operations problems, including drilling and oil and gas production and processing;
- military operations, civil unrest, outbreaks of disease, terrorist acts, wars or embargoes;
- the cost and availability of adequate insurance coverage and whether such coverage is enough to sufficiently mitigate potential losses and whether our insurers comply with their obligations under our coverage agreements;
- our vulnerability to severe weather events, including, but not limited to, tropical storms and hurricanes, and the physical effects of climate change;
- our ability to meet our obligations under the agreements governing our indebtedness;
- the availability and cost of financing and refinancing our indebtedness;
- the amount of collateral required to be posted from time to time in our hedging transactions, letters of credit, performance bonds and other secured debt;
- our ability to obtain surety or performance bonds on commercially reasonable terms;
- the result of any legal proceedings, arbitrations, or investigations we may be subject to or involved in;
- our success in risk management activities, including the use of derivative financial instruments to hedge commodity and interest rate risks; and
- other risk factors discussed in the “Item 1A. Risk Factors” section of our quarterly reports on Form 10-Q and our annual report on Form 10-K.

The words “believe,” “may,” “will,” “aim,” “estimate,” “continue,” “anticipate,” “intend,” “expect,” “plan” and similar words are intended to identify estimates and forward-looking statements. Estimates and forward-looking statements speak only as of the date they were made, and, except to the extent required by law, we undertake no obligation to update or to review any estimate and/or forward-looking statement because of new information, future events or other factors. Estimates and forward-looking statements involve risks and uncertainties and are not guarantees of future performance. As a result of the risks and uncertainties described above, the estimates and forward-looking statements discussed in this quarterly report on Form 10-Q might not occur, and our future results and our performance may differ materially from those expressed in these forward-looking statements due to, including, but not limited to, the factors mentioned above. Because of these uncertainties, you should not place undue reliance on these forward-looking statements.

### Item 3. Qualitative and Quantitative Disclosures About Market Risk

The primary objective of the following information is to provide forward-looking quantitative and qualitative information about our potential exposure to market risks. The term “market risks” as it relates to our currently anticipated transactions refers to the risk of loss arising from changes in commodity prices and interest rates. These disclosures are not meant to be precise indicators of expected future losses, but rather indicators of reasonably possible losses. This forward-looking information provides indicators of how we view and manage ongoing market risk exposures. We enter into market-risk sensitive instruments for purposes other than to speculate.

We manage market and counterparty credit risk in accordance with our policies. In accordance with these policies and guidelines, our management determines the appropriate timing and extent of derivative transactions. See “Item 8. Financial Statements and Supplementary Data — Note 2 — Accounting Policies, Note 9 — Derivative Financial Instruments and Note 10 — Fair Value Measurements” section of our annual report on Form 10-K for a description of the accounting procedures we follow relative to our derivative financial instruments.

The following table reconciles the changes that occurred in fair values of our open derivative contracts during the three months ended March 31, 2026:

	<b>Derivative Contracts Assets (Liabilities)</b>	
	<b>Commodities</b>	
	<b>(In thousands)</b>	
Fair value of contracts outstanding as of December 31, 2025	\$	50,497
Changes in contract fair value		(302,976)
Contract maturities		81,321
Fair value of contracts outstanding as of March 31, 2026	\$	(171,158)

## **Commodity Price Risk**

The Company's revenues, earnings, cash flows, capital investments, debt capacity and, ultimately, future rate of growth are highly dependent on the prices we receive for our crude oil, which have historically been very volatile. Substantially all of our oil sales are indexed against Dated Brent, and Heavy Louisiana Sweet. Oil prices in the first three months of 2026 ranged between \$60.98 and \$127.24 per Bbl for Dated Brent, with Heavy Louisiana Sweet experiencing similar volatility during the first three months of 2026.

## **Commodity Derivative Instruments**

We enter into various oil derivative contracts to mitigate our exposure to commodity price risk associated with anticipated future oil production. These contracts currently consist of swaps, collars, put options and call options. In regards to our obligations under our various commodity derivative instruments, if our production does not exceed our existing hedged positions, our exposure to our commodity derivative instruments would increase. In addition, a reduction in our ability to access credit could reduce our ability to implement derivative contracts on commercially reasonable terms.

## Commodity Price Sensitivity

The following table provides information about our oil derivative financial instruments that were sensitive to changes in oil prices as of March 31, 2026. Volumes and weighted average prices are net of any offsetting derivatives entered into.

Term	Type of Contract	Index	MBbl	Weighted Average Price per Bbl					Asset (Liability) Fair Value at March 31, 2026(2)
				Net Deferred Premium Payable/ (Receivable)	Swap	Sold Put	Floor	Ceiling	
2026:									
Apr - Jun	Two-way collars	Dated Brent	500	\$ 1.55	\$ —	\$ —	\$ 60.00	\$ 74.75	\$ (16,700)
Apr - Dec	Three-way collars	Dated Brent	1,500	—	—	50.00	60.00	75.51	(28,219)
Apr - Jun	Swaps(1)	Dated Brent	500	—	72.90	—	—	80.00	(30,144)
Apr - Dec	Swaps(1)	Dated Brent	750	—	72.46	—	—	80.00	(26,048)
Apr - Dec	Swaps(1)	Dated Brent	1,500	—	69.70	55.00	—	—	(32,143)
Apr - Dec	Swaps(1)	NYMEX WTI	1,125	—	64.83	50.00	—	—	(17,585)
2027:									
Jan - Dec	Three-way collars	Dated Brent	2,000	\$ 0.40	\$ —	\$ 47.50	\$ 60.00	\$ 75.00	\$ (14,577)
Jan - Jun	Three-way collars	Dated Brent	2,000	0.03	—	55.00	70.00	85.00	(5,742)

(1) Includes option contracts sold to counterparties to enhance Swaps.

(2) Fair values are based on the average forward oil prices on March 31, 2026.

In April 2026, we bought an \$80 by \$100 Dated Brent call spread on 0.6 MMBbl, which effectively raises the ceiling on a portion of our sold calls to \$100 per barrel from June 2026 through December 2026.

At March 31, 2026, our open commodity derivative instruments were in a net liability position of \$171.2 million. As of March 31, 2026, a hypothetical 10% price increase in the oil price curves would decrease future pre-tax earnings by approximately \$77.8 million. Similarly, a hypothetical 10% price decrease would increase future pre-tax earnings by approximately \$74.2 million.

## Interest Rate Sensitivity

Changes in market interest rates affect the amount of interest we pay on certain of our borrowings. Outstanding borrowings under the Facility and GoA Term Loan Facility as of March 31, 2026 total approximately \$1.2 billion. The weighted average interest rate on this indebtedness was approximately 7.6%, and is subject to variable interest rates which expose us to the risk of earnings or cash flow loss due to potential increases in market interest rates. If the floating market rate increased 10%, at this level of floating rate debt, we would pay an estimated additional \$4.5 million interest expense per year on the Facility and GoA Term Loan Facility. The commitment fees on the undrawn availability under the Facility are not subject to changes in interest rates. All of our other long-term indebtedness is fixed rate and does not expose us to the risk of cash flow loss due to changes in market interest rates. Additionally, a change in the market interest rates could impact interest costs associated with future debt issuances or any future borrowings and future payments associated with the GTA FPSO arrangement.

## Item 4. Controls and Procedures

### Evaluation of Disclosure Controls and Procedures

As of the end of the period covered by this report, an evaluation of the effectiveness of the design and operation of the Company's disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) was performed under the supervision and with the participation of the Company's management, including our Chief Executive Officer and Chief Financial Officer. This evaluation considered the various processes carried out under the direction of our disclosure committee in an effort to ensure that information required to be

disclosed in the SEC reports we file or submit under the Exchange Act is accurate, complete and timely. However, a control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. The design of a control system must reflect the fact that there are resource constraints, and the benefit of controls must be considered relative to their costs. Consequently, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within our company have been detected. Based upon this evaluation, our Chief Executive Officer and our Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective as of March 31, 2026, in ensuring that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, including that such information is accumulated and communicated to the Company's management, including our Chief Executive Officer and our Chief Financial Officer, to allow timely decisions regarding required disclosure.

*Evaluation of Changes in Internal Control over Financial Reporting*

There were no changes in our internal control over financial reporting that occurred during our most recent fiscal quarter that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**PART II. OTHER INFORMATION**

**Item 1. Legal Proceedings**

There have been no material changes from the information concerning legal proceedings discussed in the "Item 3. Legal Proceedings" section of our annual report on Form 10-K.

**Item 1A. Risk Factors**

There have been no material changes from the risks discussed in the "Item 1A. Risk Factors" sections of our annual report on Form 10-K for the year ended December 31, 2025.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

None.

**Item 3. Defaults Upon Senior Securities**

None.

**Item 4. Mine Safety Disclosures**

Not applicable.

**Item 5. Other Information.**

*Rule 10b5-1 and Non Rule 10b5-1 Trading Arrangements*

During the three months ended March 31, 2026, certain of our officers or directors adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K, as follows.

On March 4, 2026, Sir John Grant, a member of our board of directors, adopted a trading plan intended to satisfy the conditions under Rule 10b5-1(c) of the Exchange Act. Sir John Grant's plan was for the sale of up to 43,466 shares of our common stock on June 3, 2026, in order to cover income tax liability from the vesting of restricted share units that were granted to him under the Company's Long Term Incentive Plan.

**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

		Kosmos Energy Ltd. (Registrant)
Date	<u>May 5, 2026</u>	<u>/s/ NEAL D. SHAH</u> Neal D. Shah Senior Vice President and Chief Financial Officer (Principal Financial Officer)

**Item 6. Exhibits**

The information required by this Item 6 is set forth in the Index to Exhibits accompanying this quarterly report on Form 10-Q.

## INDEX OF EXHIBITS

<u>Exhibit Number</u>	<u>Description of Document</u>
10.1 ††	<a href="#">Share Sale and Purchase Agreement dated February 24, 2026, between Kosmos Energy Operating and Panoro Energy Block G Limited and Panoro Energy ASA.</a>
10.2	<a href="#">Bond Terms for 11.25% Senior Secured Bonds due 2031, dated January 27, 2026, by and between Kosmos Energy GTA Holdings and Nordic Trustee AS, as bond trustee and security agent.</a> <b><i>Operating Agreements</i></b> Certain of the agreements listed below have been filed pursuant to the Company's voluntary compliance with international transparency standards and are not material contracts as such term is used in Item 601(b)(10) of Regulation S-K.
10.3	<a href="#">Amendment No. 1, dated December 19, 2025, to the Petroleum Agreement in respect of West Cape Three Points Block Offshore Ghana.</a>
10.4	<a href="#">Amendment No. 1, dated December 19, 2025, to the Petroleum Agreement in respect of the Deepwater Tano Contract Area.</a>
31.1	<a href="#">Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
31.2	<a href="#">Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</a>
32.1	<a href="#">Certification of Chief Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
32.2	<a href="#">Certification of Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</a>
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document

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†† Certain confidential portions of this Exhibit have been omitted pursuant to Item 601(b) of Regulation S-K because the identified confidential portions (i) are not material and (ii) would be competitively harmful if publicly disclosed.

Dated 24 February 2026

# Share Sale and Purchase Agreement

relating to the sale and purchase of  
shares in Kosmos International Petroleum, Inc.

between

**KOSMOS ENERGY OPERATING**  
as Seller

and

**PANORO ENERGY BLOCK G LIMITED**  
as Purchaser

and

**PANORO ENERGY ASA**  
as Purchaser Guarantor

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This agreement is made on 24 February 2026 (the “**Agreement**”)

**Between:**

- (1) **KOSMOS ENERGY OPERATING**, an exempted company incorporated with limited liability under the laws of the Cayman Islands, with company number [\*\*\*], and having its registered office at Fourth Floor, Century Yard, Cricket Square, Elgin Avenue, P.O. Box 32322, George Town, KY1-1209, Grand Cayman, Cayman Islands (the “**Seller**”);
- (2) **PANORO ENERGY BLOCK G LIMITED**, a company incorporated in the Isle of Man, with company number [\*\*\*] and having its registered office at First Names House, Victoria Road, Douglas, IM2 4DF, Isle of Man (“**Purchaser**”); and
- (3) **PANORO ENERGY ASA**, a company incorporated in Norway, with company number [\*\*\*] and having its registered office at c/o Advokatfirmaet Schjødt AS, Tordenskiolds gate 12, P.O. Box 2444 Solli, 0201 Oslo, Norway (“**Purchaser Guarantor**”).

(together referred to as the “**Parties**”, and each individually as a “**Party**”).

**Whereas:**

- (A) The Seller has agreed to sell the Shares (as defined below), and the Purchaser has agreed to purchase and pay for one hundred percent (100%) of the Shares, on the terms of this Agreement.
- (B) Particulars of the Company and its Subsidiary are set out in Part 1 of Schedule 1 (*Details of the Company*) and Part 2 of Schedule 1 (*Details of the Subsidiary*).
- (C) The Purchaser Guarantor has agreed to guarantee the obligations of Purchaser to pay the Consideration payable by Purchaser under and in accordance with this Agreement and to give the warranties in Clause 26.9.

**Now it is hereby agreed** as follows:

## **1. Interpretation**

1.1 In this Agreement and the Schedules to it:

“**Accounts**” means the unaudited financial statements of the Group Companies for the accounting reference period that ends on 31 December 2024, such financial statement comprising, in each case, a balance sheet and a profit and loss account statement;

1(a) “**Adjustments**” means the adjustments to the Initial Consideration prior to Completion as described in Clause 4.3 (*Consideration*) and subsequent adjustments to the Initial Adjusted Consideration following Completion as described in Clause 4.4 (*Consideration*);

“**Affiliate**” means, in relation to a Party, any subsidiary or subsidiary undertaking or holding company of that Party and all other subsidiaries or subsidiary undertakings of any such holding company;

“**Affiliate Contract**” means the contracts, agreements or arrangements between any Group Company and any member of the Retained Group listed in Schedule 8;

“**Alignment Agreement**” means the agreement between *inter alia* The Republic of Equatorial Guinea and the Subsidiary concerning the transaction covered by this Agreement entered into prior to the Completion Date;

“**Anti-Bribery Laws**” means in each case: (i) the UK Bribery Act 2010 (as amended); (ii) the U.S. Foreign Corrupt Practices Act of 1977 (as amended); (iii) any other applicable law, rule or regulation of similar purpose and scope of the Republic of Equatorial Guinea; and (iv) for

each Party, the laws prohibiting bribery and corruption in the countries of such Party's place of incorporation, principal place of business, or place of registration as an issuer of securities, or in the countries of such Party's ultimate parent entity's place of incorporation, principal place of business, or place of registration as an issuer of securities. For purposes of this Agreement, the laws described above will be treated as though they apply to each Party, its Affiliates, its Associated Persons, directors, officers, employees, agents or consultants;

“**Anti-Bribery Warranties**” means the warranties given by each Party set out in Clause 16;

“**Arbitration**” has the meaning given in Clause 34.3 (*Governing law and jurisdiction*);

“**Arm's Length Sale**” means a sale of Crude Oil for cash to an entity that is not an Affiliate of the Subsidiary or the Company Group;

“**Assets Documents**” means all deeds, contracts, permits, instruments, notices and other documents to the extent affecting or otherwise pertaining to a Licence Area or a Group Company (including its assets or operations), as any of the same may have been or may be assigned, amended, modified, varied, replaced or novated from time to time;

“**Associated Person**” means, in relation to a company, a person who performs or has performed services for or on that company's behalf;

“**Assurance**” means any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity, guarantee or commitment of any nature whatsoever;

“**Barrel**” has the meaning in the PSC License;

“**Books and Records**” includes, without limitation, all notices, correspondence, orders, inquiries, drawings, plans, Tax Records, books of account and other documents and all computer disks or tapes or other machine legible programs or other records (excluding software);

“**Business**” means the business of the Group Companies comprising activities related to oil and gas exploration, development, production and transportation as carried out by the Group Companies at the Execution Date;

“**Business Day**” means a day (other than a Saturday or a Sunday or a public holiday) on which commercial banks are open for business in London, New York and Dallas, Texas;

“**Cash Call**” has the meaning given in the JOA;

“**CEMAC Condition**” means the Condition to Completion set out in Clause 3.1(f);

“**CEMAC Regulation**” means CEMAC Regulation No. 2019-06 of 7 April 2019 on competition law;

“**Claim**” means any claim made by the Purchaser and/or Purchaser Guarantor under this Agreement (excluding any claim made under or pursuant to Clauses 4.6 (*Consideration*), 5 (*Pre-Completion Obligations*), 6.3 to 6.7 (*Final Statements of Account*) or 7 (*Leakage*)) and “**Claims**” shall mean all such claims. Any such claim shall include interest from the date of claim to the date of payment at the Default Interest Rate;

“**Companies Act**” means the Companies Act 2006 as enacted by the Parliament of the United Kingdom;

“**Company**” means Kosmos International Petroleum, Inc., a company incorporated in the Cayman Islands, with company number [\*\*\*] and having its registered office at Fourth Floor, Century Yard, Cricket Square, Elgin Avenue, P.O. Box 32322, George Town, KY1-1209, Grand Cayman, Cayman Islands, further details of which are set out in Part 1 of Schedule 1 (*Details of the Company*);

“**Completion**” means completion of the sale and purchase of the Shares under this Agreement;

“**Completion Date**” means five (5) Business Days after (and excluding) the day on which the Conditions have been satisfied or waived in accordance with this Agreement, or such other date as the Seller and the Purchaser agree in writing;

“**Conditions**” has the meaning given in Clause 3.1 (*Conditions*);

“**Consideration**” means the total aggregate consideration payable for the Shares as set out in Clause 4 (*Consideration*) of this Agreement;

“**Continuing Provisions**” means Clause 1 (*Interpretation*), Clause 22 (*Assignment*), Clause 23 (*Entire agreement*), Clause 24 (*Notices*), Clause 25 (*Announcements*), Clause 28 (*Confidentiality*), Clause 28 (*Costs and expenses*), Clause 30 (*Severance and validity*), Clause 32 (*Variations*), Clause 33 (*Remedies and waivers*), Clause 34 (*Third party rights*), Clause 35 (*Governing law and jurisdiction*) and Clause 36 (*Agent for service of process*), all of which shall continue to apply after the termination of this Agreement pursuant to Clause 3.6 (*Conditions*) or Clause 8.3(c) (*Completion*) without limit in time;

“**Crude Oil**” has the meaning given in the PSC Licence;

“**Data Room Documents**” means the documents and data (including correspondence, electronic files, software and information) made available in a physical and/or virtual data room by or on behalf the Seller and/or any other member of the Retained Group and/or any Group Company for inspection by or on behalf of the Purchaser in relation to or connected with the Company, its Subsidiary and/or the PSC Licence and/or the JOA: (i) as contained on one or more hard disk drives or CDs initialled on behalf of the Seller and the Purchaser and delivered to the Purchaser on or before the date of this Agreement or in the case of the Updated Disclosure Letter, five (5) days prior to the Completion Date; or (ii) if not contained on such hard disk drives or CDs, as annexed to the Disclosure Letter or Updated Disclosure Letter, as applicable;

“**Dated Brent**” means the crude oil price index known as such and published by Platts Crude Oil Marketwire;

“**Debt**” means, as of any date, any indebtedness outstanding, secured or unsecured, contingent or otherwise, which is for borrowed money including all principal, interest, premiums, fees, expenses, overdrafts and penalties with respect thereto, or evidenced by bonds, notes, debentures or similar instruments or representing the balance deferred and unpaid of the purchase price of any property or service, and shall also include:

- 1(a) all obligations for the reimbursement of any obligation or on any letter of credit, banker’s acceptance or similar credit transaction;
- 1(b) obligations under any swap, hedge or similar protection device; and
- 1(c) any other obligations, contingent or otherwise, that, in accordance with US GAAP, should be classified upon the balance sheet as indebtedness;

“**Default Interest Rate**” means eight percentage points per annum;

“**Deferred Contingent Consideration**” has the meaning given in Clause 4.7 (*Consideration*);

“**Designated Person**” means a person or entity:

- 1(d) listed in the index to, or otherwise subject to the provisions of, the Executive Order;
- 1(e) named as a “*Specially Designated National and Blocked Person*” (“**SDN**”) on the most current list published by OFAC at its official website or any replacement website or other replacement official publication of such list;
- 1(f) in which an entity on the SDN list has fifty percent (50%) or greater ownership interest or that is otherwise controlled by an SDN;

- 1(g) the Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions;
- 1(h) the Consolidated List of Financial Sanctions Targets maintained by the UK Treasury; or
- 1(i) with which the Seller or any member of the Retained Group is prohibited from dealing or otherwise engaging in any transaction by any Sanctions Laws and Regulations;

“**Disclosed**” means fully and fairly disclosed to the Purchaser and/or any member of the Purchaser Group (and/or any of their Representatives) by or on behalf of the Seller and/or any other member of the Retained Group and/or any Group Company:

- (a) in the Disclosure Letter; and/or
- (b) in the Updated Disclosure Letter, as applicable; and/or
- (c) in the Data Room Documents;

“**Disclosure Letter**” means the disclosure letter in the agreed form at least 5 Business Days prior to the date of this Agreement and dated as of the date of this Agreement, addressed by the Seller to the Purchaser and delivered to the Purchaser immediately before the execution of this Agreement;

“**Dispute**” has the meaning given in Clause 36.2 (*Governing law and jurisdiction*);

“**Documents**” has the meaning given in Clause 10.2(b);

“**Due Diligence**” means the investigation into and the assessment of the affairs of the Group Companies carried out by or on behalf of the Purchaser and/or any member of the Purchaser Group (and/or their respective Representatives) prior to the date of this Agreement, including the review and evaluation of all information, data, materials and other documentation (whether in electronic or hard copy format) which was Disclosed (whether in electronic or hard copy format, on-line or pursuant to presentations) to the Purchaser and/or any member of the Purchaser Group (and/or any of their respective Representatives) prior to the date of this Agreement;

“**Economic Date**” means 1 January 2025;

“**Encumbrance**” means any claim, pledge, charge, option, lien (other than liens arising by operation of law in the ordinary course of trading), assignment, mortgage, debenture, hypothecation, security interest, title retention, obligation to purchase an interest, pre-emption right or other rights of any third persons, or any agreement to create any of the above;

“**EG Government**” means the government of the Republic of Equatorial Guinea;

“**Entitlement**” has the meaning provided in each JOA in respect of the forty point three hundred and seventy-five percent (40.375%) participating interest held by the Subsidiary on the Completion Date;

“**Environment**” means living organisms including the ecological systems of which they form part and the following media: air (including air within natural or man-made structures, whether above or below ground); water (including territorial, coastal and inland waters, water under or within land and water in drains and sewers); land (including land under water); soil and land and any ecological systems and living organisms supported by these media;

“**Environmental**” means relating to the Environment;

“**Environmental Law**” means all laws, international treaties, national, federal, provincial, state or local statutes or regulations (including by-laws and other subordinate legislation), the common law, and any codes and conventions of law (having legal effect) as amended from time to time to which any member of the Retained Group or the Group Companies is subject

and any obligations owed thereunder or rules in respect thereof, from time to time, in any relevant jurisdiction (including any guidelines, notes for industry and decommissioning programmes in effect from time to time, in each case having legally binding effect) concerning harm or damage to or protection of the Environment or the provision of remedies in respect of or compensation for harm or damage to the Environment, worker or public health and safety, pollution or decommissioning, abandonment, removing or making safe any property (including platforms, pipelines, plant, machinery, wells (including well and drill cuttings), facilities and all other offshore and onshore installations and structures);

“**Environmental Liabilities**” means any claims, demands, actions, proceedings, costs, charges, expenses, losses, liabilities or obligations incurred in relation to or arising out of, or alleged to arise out of, any breach of Environmental Law, arising in connection with any of the assets or operations of the Group Companies, including in relation to cleaning up, decontamination of, removing and disposing of debris or any property (including platforms, pipelines, plant, machinery, wells (including well cuttings), facilities and all other offshore and onshore installations and structures) reinstating any area of land, foreshore or seabed, wherever situated; and including any residual liability for anticipated or necessary continuing insurance, maintenance and monitoring costs, and in all cases irrespective of when such claims, costs, charges, expenses, liabilities or obligations are or were incurred and regardless in each case of any breach of obligation or negligence on the part of any member of the Retained Group or any Group Company;

“**Environmental Warranties**” means the warranties listed in Clauses 10.2(jj) to 10.2(ll);

“**Escrow Account**” has the meaning given in Clause 28.4;

“**Escrow Agent**” has the meaning given in Clause 28.4;

“**Escrow Agreement**” has the meaning given in Clause 28.4;

“**Excluded Matters**” means any one or more of the following:

- 1(a) any country-wide, regional, or industry-wide or other international changes in the social, political, industrial, market, financial or economic conditions in which the Group Companies operate or in which the products of the Group Companies are used or distributed (including changes in energy, electricity or other operating costs);
- 1(b) any changes in stock markets, commodity prices, currency, exchange rates or interest rates;
- 1(c) any natural decline in the well production levels, reserves or resources of any of the Group Companies or any reclassification or recalculation of reserves, but in each case excluding a material adverse impact on the reserves or production levels that results from an extraordinary or catastrophic operational incident, blow-out, or similar adverse physical event;
- 1(d) any change in laws, regulations or accounting practices, or the enforcement or interpretation thereof, applicable to the Group Companies;
- 1(e) storms, floods, tornadoes, earthquakes or any other natural disaster (but excluding such event to the extent that it has a material adverse impact on production, reserves or resources of any of the Group Companies);
- 1(f) any hostilities, acts of war, sabotage, terrorism or military action, other than any such event in or relating to the jurisdiction in which the Group Companies operate; or
- 1(g) drilling, completion or production results for a Group Company obtained as a result of activities by or on behalf of a Group Company conducted in accordance with the relevant Interest Documents and in the Ordinary Course of Business;

“**Execution Date**” means the date this Agreement is executed by the Seller, the Purchaser and the Purchaser Guarantor;

“**Executive Order**” means the US presidential Executive Order No. 13224 of 23 September 2001, entitled Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism or any other order which superseded or amended the Executive Order No. 13224;

“**Final Adjusted Consideration**” means the Initial Adjusted Consideration adjusted by the Final Statement of Accounts and any applicable interest, in accordance with Clauses 4.4 and 6.6 and Schedule 5 (*Final Statement of Accounts*);

“**Final Settlement Amount**” means the difference between the Initial Consideration and the Final Adjusted Consideration;

“**Final Statement of Accounts**” means a Final Statement of Accounts in the form set out in Part 2 of Schedule 5 (Final Statement of Accounts);

“**Final Statement of Accounts Date**” means the date on which the Seller delivers the Final Statement of Accounts to the Purchaser in accordance with Clause 6.1 (*Final statements of accounts*);

“**Good and Prudent Oilfield Practice**” means the exercise of that degree of skill, diligence, prudence and foresight that would reasonably and ordinarily be expected to be applied by a skilled and experienced person engaged in the upstream oil and gas industry;

“**Government Official**” means (i) any official, employee, agent, advisor or consultant employed by or acting on behalf of a government or any federal, regional or local department, agency, state-owned or state-operated enterprise or corporation or any other instrumentality thereof, (ii) any official or employee or agent of a public international organisation designated by Executive Order pursuant to 22 U.S.C. § 288 or as defined in Section 6(6) of the UK Bribery Act 2010 (as amended), or (iii) any official or employee or agent of a political party or candidate for political office;

“**Governmental or Regulatory Authority**” means any court, tribunal, arbitrator, legislature, government, ministry, committee, inspectorate, authority, agency, commission, official or other competent authority of any country or any state, as well as any region, city or other political subdivision of any of the foregoing;

“**Group Companies**” means the Company and the Subsidiary and a “**Group Company**” means any of them;

“**Group Company Bank Accounts**” means each of the following accounts:

1(h) [\*\*\*] – Account number [\*\*\*];

1(i) [\*\*\*] – Account number [\*\*\*]

1(j) [\*\*\*] – Account number [\*\*\*]; and

1(k) [\*\*\*] – Account number [\*\*\*];

“**Guaranteed Obligations**” has the meaning given in Clause 26.1;

“**Indemnities**” means the indemnities set out in Clause 13.1 and Indemnity shall mean any one of them;

“**Interest Documents**” means:

1(l) the PSC Licence; and

1(m) each JOA;

“**Initial Adjusted Consideration**” means the Initial Consideration due and payable at Completion, as calculated in the Initial Statement of Accounts which shall take account of the Working Capital Adjustment, having been adjusted in accordance with Clause 4.3 (*Consideration*);

“**Initial Consideration**” has the meaning given in Clause 4.1 (*Consideration*);

“**Initial Statement of Accounts**” means an Initial Statement of Accounts in the form set out in Part 1 of Schedule 5 (*Statement of Accounts*);

“**Insolvency Event**” means the occurrence of any of the following events, or, if it has occurred, has not been resolved or withdrawn and continues:

- (a) an order has been made or a resolution has been passed for the winding up or liquidation of the relevant corporate entity or for a provisional liquidator to be appointed in respect of the relevant corporate entity;
- (b) an administration order has been made or a petition for such an order has been presented in respect of the relevant corporate entity;
- (c) a receiver (which expression shall include an administrative receiver) has been appointed in respect of the relevant corporate entity; or
- (d) the relevant corporate entity is unable or admits inability to pay its debts as they fall due or is deemed to, or is declared to, be unable to pay its debts;

“**JOA**” means:

- (a) First Restated Joint Operating Agreement between Triton Equatorial Guinea, Inc. and Energy Africa Equatorial Guinea Limited dated 1 June 1999 and restated as of 1 January 2000 for operations in Block G offshore Equatorial Guinea; and
- (b) Joint Operating Agreement for Field Development and Production between the Entities Constituting Part of Contractor (as defined therein) in the Field (as defined in the PSC Licence), which at the time of signature were Triton Equatorial Guinea, Inc. and Energy Africa Equatorial Guinea Limited, and/or their respective successors and assigns, which may include the Republic of Equatorial Guinea, effective as of the Effective Date for each Field, being the approval date of the Development Plan (as defined in the PSC Licence) for each such Field under the terms of the PSC Licence;

“**LCIA**” has the meaning given in Clause 34.2 (*Governing law and jurisdiction*);

“**Leakage**” has the meaning given in Clause 7.1 (*Leakage*);

“**Liabilities**” means all liabilities, duties and other obligations of every description, any damage, loss, compensation, award (including any tribunal award), cost (including legal costs and experts' and consultants' fees), expense, charge, fine, loss of Tax benefit, Tax Liability, penalty or outgoing suffered or incurred, whether arising under any applicable laws or otherwise, whether present or future, actual or contingent, actual or alleged, agreed or disputed, and whether owed or incurred severally or jointly or as principal or surety and Liability means any one of them;

“**Licence Areas**” means the areas on which oil and gas exploration, development and/or production are authorised pursuant to the PSC Licence;

“**Long Stop Date**” means date [\*\*\*] on which the application and documentation is submitted in respect of the CEMAC Condition or such other date as the Parties may agree in writing;

“**Loss**” or “**Losses**” means all losses, liabilities, actions and claims, including charges, costs, damages, fines, penalties, interest and all legal and other professional fees and expenses, including, in each case, all related Taxes;

“**MAC Event**” means any change in the physical condition of the assets of the Group Companies, the Business, the financial condition or the operations of any of the Group Companies occurring from the Execution Date that results in or has resulted in a Material

Effect, or it can be demonstrated before the Completion Date that it will have a Material Effect within [\*\*\*] after the Completion Date, provided that under no circumstances shall a MAC Event result in any way from an Excluded Matter;

[\*\*\*];

“**Material Contract**” means a contract, agreement, arrangement, guarantee or indemnity to which a Group Company is a party, from which a Group Company benefits or which imposes obligations on a Group Company, in each case which (a) involves payments or receipts by a Group Company of more than [\*\*\*] over its term; (b) involves the giving of a guarantee or indemnity by a Group Company which could reasonably be expected to result in a payment of more than [\*\*\*]; or (c) is not on arm's length terms;

“**Material Effect**” means

1(a) Losses suffered or incurred by the Group Companies exceeding, in the aggregate, an amount equal to [\*\*\*] of the Initial Consideration; or

1(b) A diminution in value of the Shares, in aggregate exceeding [\*\*\*] of the Initial Consideration;

“**OFAC**” means the U.S. Department of the Treasury Office of Foreign Assets Control;

“**Ordinary Course of Business**” means the activities of the Group Companies that are taken in the course of the normal day-to-day operations of the Group Companies, consistent with:

1(c) applicable law and regulations;

1(d) Good and Prudent Oilfield Practices; and

1(e) their by-laws or articles of association;

“**Permitted Encumbrances**” means liens, charges, mortgages, pledges, encumbrances, security interests (whether legal or equitable), production payments, carried interests, overrides, rights of set off or other burdens, in each case, arising under or otherwise resulting by operation of law and the rights in favour of GEPetrol and other Governmental or Regulatory Authority according to the terms of the PSC Licence;

“**Permitted Leakage**” means any Cash Call both issued and paid after the Economic Date or other costs reasonably and properly incurred in accordance with previous business practice and in the Ordinary Course of Business by the Group Companies on a cash basis of accounting after the Economic Date until (and including) the Completion Date. For the purposes of Permitted Leakage the following costs shall be included in accordance with the limits provided below:

- (i) For calendar year 2025, management and/or other intra-group charges made or required to be made by the Company to any member of the Retained Group and insurance premium costs relating to the insurance policies in force on the Economic Date and currently in force (including by way of any intra company charge for insurance) up to the aggregate amount of [\*\*\*]; and
- (ii) For calendar year 2026, management and/or other intra-group charges made or required to be made by the Company to any member of the Retained Group up to an amount of [\*\*\*] per month and insurance premium costs relating to the insurance policies currently in force (including by way of any intra company charge for insurance) up to an amount of [\*\*\*] per month, both such amounts to be prorated for the number of days in the relevant month in which Completion takes place;

“**PSC Licence**” means the production sharing contract entered into between the Republic of Equatorial Guinea (represented by the Ministry of Mines and Energy) and Triton Equatorial Guinea, Inc. for Block G on 26 March 1997, as amended from time to time;

“**Purchaser Designated Account**” means the account the details of which shall be notified to the Seller by Purchase at least five (5) Business Days prior to the due date of the relevant payment;

“**Purchaser Guarantee**” has the meaning given in Clause 26.1;

“**Purchaser’s Warranties**” means the warranties referred to in Clause 12 (*Purchaser’ warranties and undertakings*);

“**Reasonably Endeavour**” means the taking by a Party of action in accordance with Good and Prudent Oilfield Practice and reasonable commercial practice as applied to the particular matter in question, provided, however, that such action shall not include the incurring of any unreasonable expense;

“**Reference Interest Rate**” means four percentage points per annum;

“**Related Persons**” has the meaning given in Clause 23.4 (*Entire agreement*);

“**Relevant Claim**” has the meaning given in Clause 28.2(b);

“**Reorganisation**” means the transfer of ownership of the Company from Kosmos Energy Equatorial Guinea to the Seller undertaken by the Retained Group, the Company and/or the Subsidiary after the Economic Date and prior to the Completion Date;

“**Representatives**” means, in relation to a person, its directors, officers, employees, external legal advisers, accountants, consultants, financial advisers and bankers;

“**Retained Amount**” has the meaning given in Clause 28.2;

“**Retained Group**” means the Seller, its subsidiaries and subsidiary undertakings from time to time, any holding company of the Seller and all other subsidiaries or subsidiary undertakings of any such holding company, in each case as defined in the Companies Act and including, for the avoidance of doubt, Kosmos Energy Limited and its subsidiaries but excluding the Group Companies after the Completion Date;

“**Rules**” has the meaning given in Clause 36.2 (*Governing law and jurisdiction*);

“**Sanctions Laws and Regulations**” means (i) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the Executive Order, the USA Patriot Act of 2001, the Iran Threat Reduction and Syria Human Rights Act of 2012, the U.S. International Emergency Economic Powers Act (50 U.S.C. §§ 1701 et seq.), the U.S. Trading with the Enemy Act (50 U.S.C. App. §§ 1 et seq.), the U.S. United Nations Participation Act, the U.S. Syria Accountability and Lebanese Sovereignty Act, the U.S. Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, or Section 1245 of the National Defence Authorization Act of 2012, all as amended, or any of the foreign assets control regulations (including but not limited to 31 C.F.R., Subtitle B, Chapter V, as amended) or any other law or executive order relating thereto administered by OFAC, and any similar law, regulation, or Executive Order enacted in the United States after the date of this Agreement and (ii) any sanctions measures imposed by the United Nations Security Council, European Union or any of its present member states, or the United Kingdom;

“**Seller Guarantee**” has the meaning given in Clause 27.1;

“**Seller’s Designated Account**” means the bank account the details of which shall be notified to the Purchaser by the Seller at least five (5) Business Days prior to Completion or the due date of the relevant payment;

“**Senior Managers**” means the individuals listed in Schedule 6 (*Senior Managers*);

“**Shares**” means, subject to Clause 5.6, one (1) ordinary share in the Company with a par value of USD \$1 (one US Dollar) each, representing one hundred percent (100%) of the shares in the issued share capital of the Company;

“**Subsidiary**” means Kosmos Equatorial Guinea, Inc., further details of which are set out in Part 2 of Schedule 1 (*Details of the Subsidiary*);

“**Subsidiary Shares**” means one (1) ordinary share in the Subsidiary with a par value of USD \$1 (one US Dollar) each, representing one hundred percent (100%) of the shares in the issued share capital of the Subsidiary;

“**Tax**” and “**Taxation**” means:

- (a) all taxes, assessments, charges, duties, fees, levies or other governmental charges in the nature of a tax, including all national, federal, state, local, municipal, foreign and other income, franchise, profits, gross receipts, capital gains, capital stock, transfer, property, sales, use, value-added, occupational, excise, severance, windfall profits, stamp, licence, payroll, social security, royalties, withholding and other taxes, assessments, charges, duties, fees, levies or other governmental charges in the nature of a tax (whether payable directly or by withholding, whether or not requiring filing, whether chargeable directly or primarily against or attributable directly or primarily to any of the Group Companies or any other person and whether any amount in respect of any of them is recoverable from any other person) imposed by any Tax Authority; and
- (b) all penalties, fines and interest included in or relating to any Taxation falling in paragraph (a) above;

“**Tax Authority**” means any Governmental or Regulatory Authority or other authority anywhere in the world that has the power to impose or collect any Tax;

“**Tax Records**” means all returns, information, statements, accounts, registrations, computations, disclosures, notices, claims, disclaimers, elections, surrenders and applications relating to Tax;

“**Tax Warranties**” means the warranties set out in Clause 10.2(qq) to Clause 10.2(aaa);

“**Tax Statute**” any directive, statute, enactment, law or regulation wherever enacted or issued, coming into force or entered into providing for or imposing any Tax, or providing for the reporting, collection, assessment or administration of any Tax liability, and shall include orders, regulations, instruments, bye-laws or other subordinate legislation made under the relevant statute or statutory provision and any directive, statute, enactment, law, order, regulation or provision that amends, extends, consolidates or replaces the same or that has been amended, extended, consolidated or replaced by the same;

“**Title Warranties**” means the warranties set out in Clause 10.2(a) to Clause 10.2(i) and Clause 10.2(p) to Clause 10.2(r) (*Seller’s warranties*);

“**Transaction Documents**” means:

- 1(a) this Agreement;
- 1(b) the Disclosure Letter; and
- 1(c) the Updated Disclosure Letter;
- 1(d) and “**Transaction Document**” shall mean any of them;

“**Updated Disclosure Letter**” means the disclosure letter described as such and dated as of the Completion Date, addressed by the Seller to the Purchaser and delivered to the Purchaser at least five (5) Business Days prior to the Completion Date, substantially in the same form as the Disclosure Letter;

“**US GAAP**” means the United States generally accepted accounting principles in effect from time to time;

“**USD**”, “**Dollars**” or “**\$**” means the lawful currency of the United States of America;

“**Warranties**” means the warranties set out in Clause 10 (*Seller’s warranties*) and Clause 16 (*Mutual warranties*) given by the Seller and “**Warranty**” shall be construed accordingly;

“**Wilful Misconduct**” means any act or failure to act (whether sole, joint, or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, the harmful consequences such person or entity knew, or should have known, such act or failure would have on the safety or property of another person or entity;

“**Working Capital Adjustment**” means the adjustment of the working capital of the Group Companies as of the Economic Date, determined in accordance with Schedule 7;

“**Working Capital Amount**” means USD amount determined by the Working Capital Adjustment; and

“**Working Hours**” means, in relation to any location, 9.30 a.m. to 5.30 p.m. at such location on a Business Day.

- 1.2 The expression “**in the agreed form**” means in the form agreed between the Parties and signed for the purposes of identification by or on behalf of the Parties.
- 1.3 Any reference to “**writing**” or “**written**” means any method of reproducing words in a legible and non-transitory form (excluding, for the avoidance of doubt, email).
- 1.4 References to “**include**” or “**including**” are to be construed without limitation.
- 1.5 References to a “**company**” include any company, corporation or other body corporate wherever and however incorporated or established.
- 1.6 References to a “**person**” include any individual, company, partnership, joint venture, firm, association, trust, Governmental or Regulatory Authority or other body or entity (whether or not having separate legal personality).
- 1.7 The expressions “**body corporate**”, “**holding company**”, “**parent undertaking**”, “**subsidiary**” and “**subsidiary undertaking**” shall have the meaning given in the Companies Act.
- 1.8 The table of contents and headings are inserted for convenience only and do not affect the construction of this Agreement.
- 1.9 Unless the context otherwise requires, words in the singular include the plural and vice versa and a reference to any gender includes all other genders.
- 1.10 References to Clauses, paragraphs and Schedules are to clauses and paragraphs of, and schedules to, this Agreement. The Schedules form part of this Agreement.
- 1.11 References to any statute or statutory provision include a reference to that statute or statutory provision as amended, consolidated or replaced from time to time (whether before or after the date of this Agreement) and include any subordinate legislation made under the relevant statute or statutory provision.
- 1.12 References to any English legal term for any action, remedy, method of financial proceedings, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include what most nearly approximates in that jurisdiction to the English legal term.
- 1.13 All payments required in accordance with this Agreement shall be made in USD. For the purposes of applying a reference to a monetary sum expressed in USD, an amount in a different currency shall be converted into USD on a particular date at an exchange rate equal

to the mid-point closing rate for converting that currency into USD on that date as quoted in the New York edition of the Financial Times first next published (or, if no such rate is quoted in the Financial Times, the mid-point closing rate quoted by Barclays Bank PLC in London). In relation to a Claim, the date of such conversion shall be the date of receipt of notice of that Claim in accordance with Schedule 3 (*Limitations on Liability*).

1.14 This Agreement shall be binding on and be for the benefit of the successors and assigns of the Parties.

## 2. Sale and purchase

2.1 The Seller shall sell the Shares and the Purchaser shall purchase the Shares with all rights attaching or accruing to them at Completion on the terms and conditions of this Agreement.

2.2 The Seller shall transfer the title to the Shares to the Purchaser free from all Encumbrances.

2.3 Neither the Seller nor the Purchaser shall be obliged to complete the sale and purchase of any of the Shares unless the sale and purchase of all the Shares is completed simultaneously.

## 3. Conditions

3.1 The obligations of the Seller and the Purchaser to complete the sale and purchase of the Shares are in all respects conditional on the satisfaction (or waiver, as the case may be) of the following conditions:

- a) The Reorganisation has been accomplished;
- b) The warranties in Clause 10 (Seller's Warranties), Clause 12 (Purchaser's Warranties and Undertakings) and Clause 16 (Mutual Warranties) are accurate and true in all material respects;
- c) The Subsidiary is not in breach of the JOA and/or the PSC Licence and the Parties are not in breach of this Agreement;
- d) [\*\*\*];
- e) The Alignment Agreement has been signed and any requirements contained therein have been complied with to the satisfaction of the Seller and the Purchaser;
- f) Receipt of approval to the sale of the Shares, or non-exercise of rights within the prescribed time limit, pursuant to the CEMAC Regulation ("**CEMAC Condition**");
- g) The Initial Statement of Accounts has been provided to the Purchaser;
- h) Deeds of release in a form reasonably satisfactory to the Purchaser relating to the release of Encumbrances over the Shares of the Company and/or the share capital of the Subsidiary and over certain accounts of the Company and Subsidiary;
- (a) (the "**Conditions**").

3.2 The Seller shall use reasonable endeavours to procure the fulfilment of the Conditions, except the CEMAC Condition, as soon as possible and in any event before the Long Stop Date.

3.3 The Purchaser shall use reasonable endeavours to procure the fulfilment of the CEMAC Condition as soon as possible and in any event before the Long Stop Date; provided that the Seller and the Purchaser shall share equally and pay on a fifty per cent/fifty percent (50%/50%) basis any fee or other cost required to be paid under the CEMAC Regulation.

- 3.4 The Seller and the Purchaser may, acting jointly and in writing, waive in whole or in part the Conditions.
- 3.5 The Seller undertakes to notify the Purchaser in writing, and the Purchaser undertake to notify the Seller in writing, of anything which will or may prevent the Conditions from being satisfied on or before the Long Stop Date promptly after it comes to its attention.
- 3.6 Each Party shall keep the other informed as to the progress towards the satisfaction of the Conditions and undertakes to notify the other Parties as soon as possible on becoming aware that the Conditions have been satisfied and in any event within two (2) Business Days of such satisfaction.
- 3.7 If the Conditions are not fulfilled or waived on or before the Long Stop Date, the Parties shall be entitled to treat this Agreement as terminated subject to, and on the basis set out in, Clause 14.2 (*Termination*).

## 4. Consideration

### 4.1 Initial Consideration

- 4.1 The initial consideration for the sale and purchase of the Shares shall be an aggregate amount equal to USD \$180,000,000.00 (one hundred and eighty million US Dollars) (the “**Initial Consideration**”), as adjusted pursuant to the provisions of this Clause 4.

### Initial Statement of Accounts

- 4.2 The Seller shall prepare and deliver to the Purchaser, by no later than ten (10) Business Days prior to the Completion Date, the Initial Statement of Accounts, prepared in accordance with Part 1 of Schedule 5 (Statement of Accounts). The Initial Statement of Accounts shall be prepared taking into account reasonable best estimates available at the time of preparation.

### 4.3 Initial Adjusted Consideration

- 4.4 The Initial Consideration shall be modified (as applicable) by the following Adjustments calculated in the Initial Statement of Accounts:
- (a) increased by all Cash Calls both issued and paid, on behalf of the Subsidiary from the Economic Date to the Completion Date;
  - (b) decreased by the proceeds received by the Subsidiary from the sale of Crude Oil from the Economic Date to the Completion Date;
  - (c) increased by amounts paid by the Seller or a member of the Retained Group for the benefit of a Group Company after the Economic Date until (and including) the Completion Date to the extent that such amounts:
    - (i) are reasonably and properly incurred in the Ordinary Course of Business and in accordance with previous business practice; and
    - (ii) in aggregate do not exceed (a) in 2025 the sum of [\*\*\*] and (b) in 2026 the sum of [\*\*\*] per calendar month, prorated for the number of days in the month of Completion;
  - (d) increased insurance premium costs paid relating to the insurance policies in force on the Economic Date and currently in force (including by way of any intra company charge for insurance) after the Economic Date until (and including) the Completion Date to the extent that such amounts:
    - (i) are reasonably and properly incurred in the Ordinary Course of Business and in accordance with previous business practice; and

- (ii) in aggregate do not exceed (a) in 2025 the sum of [\*\*\*] and (b) in 2026 the sum of [\*\*\*] per calendar month, prorated for the number of days in the month of Completion;
  - (e) increased or decreased by the Working Capital Amount determined in accordance with the Working Capital Adjustment;
  - (f) decreased by an amount equal to Leakage except for Permitted Leakage; and
  - (g) increased by an amount equivalent to interest calculated in Dollars, using the Reference Interest Rate, on the Initial Consideration adjusted by (a) through (e) above from (and exclusive of) the Execution Date until (and inclusive of) the Completion Date
- 4.5 At Completion, the Initial Adjusted Consideration shall be calculated by increasing or decreasing the Initial Consideration (as the case may be) in accordance with the Initial Statement of Accounts and in accordance with Clause 4.3 above; provided, however, that the amount of the Initial Consideration shall not be reduced by the Permitted Leakage, if any.
- 4.6 Payment by the Purchaser to the Seller of one hundred percent (100%) of the Initial Adjusted Consideration (based on the Initial Statement of Accounts to be delivered by the Seller to the Purchaser no later than ten (10) Business Days prior to the Completion Date) shall be made at Completion in accordance with paragraph 1 of Part 2 of Schedule 2 (*Completion Arrangements*).

#### 4.7 **Final Settlement Amount**

- 4.8 The Initial Adjusted Consideration shall be further adjusted after Completion by the Final Settlement Amount, as set out in the Final Statement of Accounts, payable in each case by the Purchaser to the Seller if the Final Adjusted Consideration is greater than the Initial Adjusted Consideration, and payable in each case by the Seller to the Purchaser if the Final Adjusted Consideration is less than the Initial Adjusted Consideration.

#### **Deferred Contingent Consideration Amount**

- 4.9 The Purchaser shall pay the Seller up to an additional aggregate amount equal to USD \$27,000,000.00 (twenty-seven million US Dollars) (the “**Deferred Contingent Consideration**”) subject to and in accordance with the following conditions for each respective year:
- (a) Provided that during calendar year 2026, (i) the weighted average price realized for Crude Oil attributable to the Entitlement, in Arm’s Length Sales averages [\*\*\*] or more and (ii) the gross production of Crude Oil under the PSC License averages [\*\*\*] Barrels of Crude Oil per day (boepd), the Purchaser shall pay the Seller USD [\*\*\*];
  - (b) Provided that during calendar year 2027, (i) the weighted average price realized for Crude Oil attributable to the Entitlement, in Arm’s Length Sales averages [\*\*\*] or more and (ii) the gross production of Crude Oil under the PSC License averages [\*\*\*] Barrels of Crude Oil per day (boepd), the Purchaser shall pay the Seller [\*\*\*];
  - (c) Provided that during calendar year 2028, (i) the weighted average price realized for Crude Oil attributable to the Entitlement, in Arm’s Length Sales averages [\*\*\*] or more and (ii) the gross production of Crude Oil under the PSC License averages [\*\*\*] Barrels of Crude Oil per day (boepd), the Purchaser shall pay the Seller [\*\*\*];
  - (d) No Deferred Contingent Consideration shall be payable for the production during the calendar year 2029 and subsequent calendar years;
  - (e) The Purchaser shall notify the Seller within thirty (30) days of the end of calendar years 2026, 2027, 2028 of the weighted average price realized for Crude Oil attributable to the Entitlement, in Arm’s Length Sales and the annual average Barrels of Crude Oil per day (boepd) produced under the PSC License, together with appropriate documentation to demonstrate such average price and production. Where

Deferred Contingent Consideration is to be paid pursuant to Clause 4.7(a), (b) or (c) it shall be paid within a period of sixty (60) days of the end of the calendar year to which it relates to the Seller's Designated Account by wire transfer in immediately available cleared funds and shall deliver to the Seller SWIFT confirmations (in a form reasonably satisfactory to the Seller) that the payment of the above stated amount has been made pursuant to this Agreement;

- (f) In the event the Subsidiary novates, assigns or transfers all or part of its rights under the Interest Documents to any third person, the Purchaser shall remain obligated to pay the Deferred Contingent Consideration as provided in this Clause 4.7 unless and until the third party executes a novation with the Seller agreeing to be bound by and perform the Purchaser's obligations in respect of the payment of the Deferred Contingent Consideration;
- (g) In the event any member of the Company Group becomes subject to a change of control to any third person, the Purchaser shall remain obligated to pay the Deferred Contingent Consideration as provided in this Clause 4.7 and the Purchaser Guarantor shall continue to guarantee under Clause 26 the payment of the Deferred Contingent Consideration notwithstanding the change of control until a third party that becomes the indirect owner of the Shares executes a deed with the Seller agreeing to be bound by and perform the Purchaser's obligations in respect of the payment of the Deferred Contingent Consideration;
- (h) If during any calendar year less than seventy percent (70%) of the Entitlement is sold in Arm's Length Sales, then the weighted average price realized for Crude Oil attributable to the Entitlement shall be the annual average of the Dated Brent price for such calendar year.

#### 4.10 **Deferred Consideration**

4.11 The Purchaser shall pay the Seller an additional amount equal to USD \$12,500,000.00 (twelve million and five hundred thousand Dollars) (the "**Deferred Consideration**") if the gross production of Crude Oil under the PSC License from the Ceiba Field (as it is configured on the date of this Agreement), averages [\*\*\*] Barrels of Crude Oil per day (bopd) ("**Production Level Threshold**") or more for any 30 consecutive day period in calendar years 2026 or 2027. The Deferred Consideration shall be paid within 30 days of the date of the achievement of the Production Level Threshold to the Seller's Designated Account by wire transfer in immediately available cleared funds and the Purchaser shall deliver to the Seller SWIFT confirmations (in a form reasonably satisfactory to the Seller) that the payment of the Deferred Consideration has been made pursuant to this Agreement. The Purchaser shall notify the Seller within thirty (30) days of the end of each calendar quarter during calendar years 2026 and 2027 of the Barrels of Crude Oil per day (boepd) produced in such calendar quarter under the PSC License from the Ceiba field.

### 5. **Pre-Completion Obligations**

5.1 Subject to Clause 5.2, the Seller shall procure that from the Execution Date until Completion, each Group Company will:

- (a) conduct its business in the Ordinary Course of Business and in substantially the same manner as in the 24 months prior to the Execution Date, including payment of all Cash Calls;
- (b) consult with the Purchaser with regard to the PSC Licence prior to any material decision in connection with the PSC Licence;
- (c) provide the Purchaser with all material correspondence, documents, material information and data relating to all material facts, matters and things in respect of the Group Companies, the Business and, to the extent that Purchaser does not already have access thereto, the Interest Documents, including any correspondence with parties to any of the Interest Documents;

- (d) conduct its affairs in relation to the PSC Licence materially in accordance with and in compliance with the Interest Documents (including taking all reasonable steps to ensure that the PSC Licence is protected and maintained); and
- (e) insure the Business and the assets of the Group Company and the PSC Licence and operations at the PSC Licence in the Ordinary Course of Business and substantially in the same manner and to the same extent as prior to the date of this Agreement and pay all premia thereon,
- (f) provided that neither the Seller nor any Group Company shall be required to comply with paragraphs (b), (c) or (d) above, where (i) the Seller and/or the Purchaser has given notice that, in its reasonable opinion the Conditions are unlikely to be satisfied on or before the Long Stop Date or (ii) the Seller reasonably believes that doing so would lead to the disclosure of any proprietary or commercially sensitive information owned by a third party and the Seller cannot, after using commercially reasonable steps, obtain the right to release such third party information.

5.2 Notwithstanding Clause 5.1, in the period between the Execution Date and Completion, except as may be required or permitted by this Agreement or as may be required by any applicable law or any Governmental or Regulatory Authority, the Seller shall not and shall procure that, no Group Company shall do any of the following without the prior written consent of Purchaser (such consent not to be unreasonably withheld, conditioned or delayed):

- (a) declare, make or pay any dividend or other distribution, other than dividends or distributions to another Group Company;
- (b) sell or agree to sell the Shares or the Subsidiary Shares (in whole or in part) to a third party or accept any offer from a third party to purchase the Shares or the Subsidiary Shares (in whole or in part);
- (c) create, allot or issue any shares in a Group Company, or give, create or enter into any option over shares in a Group Company, other than to another Group Company;
- (d) create or grant, or agree to create or grant, any Encumbrance (other than Permitted Encumbrances) over the Shares or the Subsidiary Shares or over any assets of a Group Company;
- (e) sell or agree to sell any material assets of a Group Company (in whole or in part);
- (f) in respect of the Group Companies only, grant any guarantees or indemnities for the benefit of any person;
- (g) grant any loans by the Group Companies other than credit under usual terms or write off or release any debts;
- (h) voluntarily surrender, withdraw from or abandon the PSC Licence (in whole or in part) or any interest in the JOA;
- (i) amend (in any material respect), terminate or agree to amend or terminate any of the Interest Documents;
- (j) amend, any Affiliate Contract in a manner that would cause Permitted Leakage arising from such Affiliate Contract to be increased;
- (k) waive or agree to waive any of its rights or remedies under the Interest Documents in so far as such rights and remedies materially affect the Interest Documents;
- (l) enter into any contract, agreement or arrangement which, once entered into, would be a Material Contract, or amend (in any material respect), waive any material right, terminate or agree to amend, waive any right or terminate any such Material Contract, in any such case, other than in the Ordinary Course of Business;

- (m) propose any scheme or plan of arrangement, reconstruction, amalgamation, merger or demerger in respect of the Group Companies;
- (n) propose any winding-up or liquidation of the Group Companies;
- (o) make any material change in the nature or organisation of the business of the Group Companies;
- (p) discontinue, cease to operate or wind up, or resolve to do any of the foregoing, as to all or any material part of the business of the Group Companies;
- (q) appoint, employ or offer to appoint or employ any person;
- (r) dismiss any employee other than in the usual course of business;
- (s) incur or pay any management charge or make any other payment in each case to any member of the Retained Group or their Representatives, other than, for the avoidance of doubt, payments of such fees to another Group Company and payments specified as Permitted Leakage;
- (t) institute, abandon or settle any legal proceedings (except debt collection in the Ordinary Course of Business) against or otherwise involving a Group Company or make any admission of liability by or on behalf of a Group Company;
- (u) make, revoke or amend any Tax election or, other than as expressly required to satisfy the Conditions, settle or compromise any Tax liability or agree to an extension or waiver of the limitation period to any Tax claim made by any Tax Authority or grant any power of attorney with respect to Taxes or enter into any closing agreement with respect to any Tax;
- (v) change any method of accounting for Tax purposes; or
- (w) file any amended income Tax return or other material amended Tax return.

5.3 Clause 5.2 does not apply in respect of and shall not operate so as to restrict or prevent:

- (a) any matter reasonably undertaken in an emergency or disaster situation with the intention of and to the extent only of those matters strictly required with a view to minimising any adverse effect of such situation (and of which the Purchaser will be promptly notified in writing);
- (b) the completion or performance of any obligations undertaken pursuant to any agreement Disclosed prior to the date of this Agreement and which was entered into prior to the date of this Agreement.
- (c) any matter expressly permitted by, or necessary for performance of, this Agreement (including, for the avoidance of doubt, the satisfaction of the Conditions) or any of the other Transaction Documents or necessary for Completion;
- (d) any matter undertaken at the request of the Purchaser (subject to the Seller being able to undertake such matter);
- (e) providing information to any Regulatory Authority in the Ordinary Course of Business;
- (f) any matter to the extent required by applicable law;
- (g) any Permitted Leakage.

5.4 It would be unreasonable for the Purchaser to withhold their consent under Clause 5.2 if the consent being sought is reasonably necessary to maintain the present status or condition of any of the assets of the Group Companies in accordance with Good and Prudent Oilfield Practice and/or in order to comply with its obligations under the Interest Documents as Disclosed prior to the Execution Date.

## **6. Final statements of accounts**

- 6.1 The Seller shall prepare and deliver to the Purchaser, by no later than one hundred and twenty (120) days after the Completion Date, the Final Statement of Accounts, together with all necessary information and evidence relating to such accounts, prepared in accordance with Part 2 of Schedule 5 (*Statement of Accounts*). The Final Statement of Accounts shall be based on actual financial results where available, or, in the absence of such results, on reasonable best estimates available at the time of preparation, and shall include any amounts not previously accounted for at Completion pursuant to the Initial Statement of Accounts and/or any necessary correction of amounts accounted for pursuant to the Initial Statement of Accounts, including any adjustment to any interest calculations made in the Initial Statement of Accounts.
- 6.2 During a period of forty-five (45) days following the Final Statement of Accounts Date, the Purchaser may verify all amounts in the Final Statement of Accounts and the Seller and other members of the Retained Group shall use their respective reasonable endeavours to respond to any questions raised by the Purchaser and provide all necessary documentation.
- 6.3 If Purchaser takes exception to any of the figures contained in the Final Statement of Accounts, the Purchaser shall notify the Seller in writing, within forty-five (45) days of the Final Statement of Accounts Date, listing all figures in the Final Statement of Accounts that it disputes or is otherwise unable to verify based upon the Seller's documentation (or lack thereof) and detailing the basis for each exception, to the extent of the information then available to the Purchaser. In the event that the Purchaser delivers such a written notice of dispute to the Seller within the applicable time limit, the provisions of Clause 6.4 shall apply as to all disputed figures contained in the Final Statement of Accounts.
- 6.4 Upon the Purchaser delivering a written notice to the Seller pursuant to Clause 6.3, the Seller and the Purchaser shall Reasonably Endeavour to resolve all of the written exceptions, and upon such resolution the Final Statement of Accounts shall be deemed amended accordingly. In the event that the Seller and the Purchaser have not agreed upon the resolution of all outstanding figures in the Final Statement of Accounts within fifty-five (55) days of the Final Statement of Accounts Date, the Purchaser may, by written notice delivered to the Seller within sixty (60) days of the Final Statement of Accounts Date, refer all unresolved figures in the Final Statement of Accounts for binding dispute resolution by an independent expert as provided for in Clause 6.6.
- 6.5 All figures:
- (a) to which Purchaser, within the time permitted, does not take exception as provided for in Clause 6.3; or
  - (b) that are disputed by the Purchaser pursuant to Clause 6.3 within the time permitted but are resolved between the Purchaser and the Seller or not referred by the Purchaser for dispute resolution within sixty (60) days of the Final Statement of Accounts Date as provided for in Clause 6.4,

shall be deemed finally resolved between the Purchaser and the Seller and shall be paid, in accordance with the relevant Final Statement of Accounts, by the owing Party to the other Party, by the transfer of immediately available funds to the Seller's Designated Account or the Purchaser's Designated Account within seventy-five (75) days of the Final Statement of Accounts Date. In the event that the Purchaser, within the time permitted, takes exception to any figure in a Final Statement of Accounts pursuant to Clause 6.3 and then, within the time permitted, the Purchaser invokes binding dispute resolution as to any outstanding exception as referenced in Clause 6.4, no disputed amount shall be paid by the relevant Party until such outstanding exception is resolved. For the avoidance of doubt, all amounts that are not disputed shall be paid by the relevant Party no later than within seventy-five (75) days of the Final Statement of Accounts Date.

- 6.6 In the event that the Purchaser notifies the Seller, within the applicable time limit, of the referral of any dispute regarding any figures contained in the Final Statement of Accounts for resolution by an independent expert as provided for in Clause 6.4, the Seller and the Purchaser shall Reasonably Endeavour to appoint, by agreement, an independent expert, being a member in good standing for not less than ten (10) years of the American Institute of Certified Public Accountants, with relevant expertise, and without any conflict of interest involving any Party or their Affiliates. In the event that the Seller and the Purchaser do not make such appointment within ten (10) days of delivery of the Purchaser's referral notice as described in Clause 6.4, then, upon the application of any Party, the appointment shall be referred to the New York Office of the American Arbitration Association. The independent expert shall consider such written documentation and other submittals as he or she may request of the Parties and may seek such specialised consultancy advice as he or she sees fit. The decision of the independent expert so appointed shall be in writing, delivered not later than sixty (60) Business Days from the date of appointment of such independent expert unless otherwise agreed by the Parties and shall, in the absence of fraud or manifest error, be final and binding on the Parties. The payment of any outstanding amount, as determined by such independent expert, shall be made within fifteen (15) days of such decision. The costs of the independent expert shall be borne equally by the Seller and the Purchaser. Such independent expert shall be deemed to be acting as an expert and not as an arbitrator.
- 6.7 All Adjustments shall be accounted for in Dollars, and any Adjustments not expressly provided herein as Adjustments to be accounted for in Dollars shall be converted to Dollars, with any such exchange rate conversions being made as provided for in the definition thereof in Clause 1.1 of this Agreement and in accordance with the Company's normal accounting policies and procedures. Any and all amounts owing pursuant to this Agreement shall be paid on the due date for payment in immediately available funds to the Seller's Designated Account or the Purchaser's Designated Account.
- 6.8 No item taken into account in calculating any one Adjustment shall be taken into account in calculating any other Adjustment such that it would result in a Party making or receiving payment twice in respect thereof.
- 6.9 For the avoidance of doubt, all payments made by one Party to another Party pursuant to the Final Statement of Accounts, including any amount that is ultimately determined to be owing by one Party to another Party pursuant to the dispute resolution procedures of Clause 6.6, shall be deemed Adjustments to the Initial Adjusted Consideration.

## 7. Leakage

- 7.1 Pending Completion, the Seller shall procure that no Group Company shall undertake any act or course of conduct which would result in Leakage. In this Agreement, "**Leakage**" means:
- (a) the declaration, making or payment of any dividend or other distribution, or making of any redemption, purchase or other acquisition of any of its shares or other ownership interests and
  - (b) the making of any payment to or for the benefit of (including of consulting, advisory or management fees) the Retained Group its shareholders or their Representatives, other than, for the avoidance of doubt, payments specified as Permitted Leakage;
  - (c) any fees, costs, bonuses or expenses related to the transaction being undertaken pursuant to this Agreement (including any fees, costs or expenses borne by any Group Company in respect of the satisfaction of the Conditions), except for any such fees, costs or expenses otherwise contemplated by this Agreement, to the extent paid, payable, assumed, indemnified or incurred by either Group Company, save for any such fees, costs, bonuses or expenses otherwise dealt with in this Agreement;
  - (d) any bonus or other form of ex gratia award or payment paid to any person;
  - (e) any transfer, purchase, surrender or disposal of any assets, rights, benefits, goods or services between the Group Company and any member of the Retained Group or any shareholder of any Retained Group member;

- (f) any liabilities or obligations assumed, discharged, indemnified, guaranteed, secured or incurred by either Group Company for the benefit of the Seller, any member of the Retained Group, or any shareholder of any Retained Group member;
- (g) the waiver, deferral, release, forgiveness or discount (wholly or in part) of any amount or obligation owed to any Group Company from any member of the Retained Group or any shareholder of any Retained Group member;
- (h) any payment of interest or repayment of principal by a Group Company to or for the benefit of any member of the Retained Group or any shareholder of any Retained Group member in respect of any Debt;
- (i) the utilisation of, or commitment to utilise, the proceeds of any insurance claim to discharge:
  - (i) any liability or obligation for the benefit of any member of the Retained Group other than the Group Company; and
  - (ii) any liability of the Group Companies arising as a result of either Group Company member being a guarantor in respect of any liability or obligation of any other member of the Retained Group;
- (j) any payments made or any liability for such payment incurred, by either Group Company to give effect to any matter referred to in sub-paragraphs (a) to (i) above,
- (k) but shall not include:
- (l) any matter undertaken at the request of the Purchaser (subject to the Seller being able to undertake such matter) or with the Purchaser' consent, to be given in its absolute discretion;
- (m) any sum that is taken into account in the Working Capital Adjustment or any other provision of this Agreement that would cause there to be any double recovery; and
- (n) any Permitted Leakage.

7.2 Except where an adjustment is made in respect of Leakage under Clause 4.3 (*Initial Adjusted Consideration*) or 4.6 (*Final Settlement Amount*), the Seller shall indemnify and hold the Purchaser harmless and pay to the Purchaser on a dollar for dollar basis an amount equal to:

- (a) the amount received by any member of the Retained Group or other person in respect of any breach of any of the undertakings set out in Clause 7.1; and
- (b) the provisions of Schedule 3 (Seller's Limitations on Liability) shall not apply to any such claim. Notwithstanding any other provision of this Agreement, a claim under this Clause 7.2 shall be the sole remedy available to the Purchaser as a result of, or in relation to, a breach by the Seller of Clause 7.1.

7.3 Any payment pursuant to Clause 7.2 shall be treated as an adjustment to the Initial Adjusted Consideration or Final Adjusted Consideration, as applicable.

## **8. Completion**

8.1 Completion shall take place virtually by a Teams meeting on the Completion Date or in such other manner and/or place as is agreed in writing by the Seller and Purchaser.

8.2 At Completion the Seller shall do those things listed in Part 1 of Schedule 2 (*Completion Arrangements*) and the Purchaser shall do those things listed in Part 2 of Schedule 2 (*Completion Arrangements*).

8.3 If there is a material breach of Clause 8.2 and Schedule 2 (*Completion Arrangements*) on the Completion Date, the Seller or, as the case may be, the Purchaser may (provided, that the

Seller or the Purchaser (as applicable) has not itself materially breached Clause 8.2 and Schedule 2 (*Completion Arrangements*):

- (a) defer Completion for a period up to five (5) Business Days (with the provisions of this Clause 8 applying to Completion as so deferred);
- (b) proceed to Completion as far as practicable (without limiting its rights and remedies under this Agreement); or
- (c) terminate this Agreement by written notice to the other Parties, provided that the Parties' accrued rights and obligations under this Agreement (excluding any right of either Party to claim damages for breach of Warranty) and their rights and obligations under the Continuing Provisions shall continue, but in all other respects the Parties' rights and obligations under this Agreement shall cease.

## **9. Post-completion covenants**

- 9.1 Following Completion, the Purchaser undertakes to the Seller not to bring (and to procure that no other member of the Purchaser Group shall bring any action, challenge, claim or proceeding, against any Senior Managers or any directors, officers or employees of the Company Group in respect of any action (or inaction), conduct, default or omission of any such person prior to Completion except in the case of fraud or Wilful Misconduct.
- 9.2 The Seller shall procure that each Affiliate Contract and any other contract or arrangement between a Group Company and any member of the Retained Group shall be terminated at Completion and, except in respect of issuance pursuant to Clause 9.4 and payment of any bona fide invoices issued, the Seller shall, and shall procure that its Affiliates shall, release in full and hold the Group Companies harmless in respect of all claims and liabilities arising directly under the Affiliate Contracts after the Completion Date and the relevant Group Company shall release in full and hold the Seller, and its Affiliates, harmless against all claims and liabilities (other than in respect of third party claims) arising directly under the Affiliate Contracts up to and including the Completion Date.
- 9.3 The Seller shall procure that the [\*\*\*] shall be terminated at Completion and the Seller, and its Affiliates, shall indemnify, defend and hold the Group Companies harmless in respect of all claims and liabilities arising directly under the [\*\*\*], including the termination of the [\*\*\*], up to, including and after the Completion Date.

## **10. Seller's warranties**

- 10.1 Any Warranties that are qualified by the knowledge, belief or awareness of the Seller shall mean the actual (but not constructive or imputed) knowledge, belief or awareness of the Senior Managers (having made all reasonable enquiries of such other Senior Managers), provided, that, in the event of any breach or claim with respect to the Warranties, such individuals shall not incur any liability under the Agreement on the basis of their responses to such enquiry.
- 10.2 The Seller warrants to the Purchaser as of the Execution Date and as of the Completion Date that:

### **Incorporation and Authority**

- (a) The Seller and the Group Companies are companies duly incorporated and validly existing under laws of the Cayman Islands and each of the Group Companies have full corporate power and authority to carry on its business as it is now being conducted and to own the assets it now owns.
- (b) The Seller has full power and authority to enter into and perform this Agreement and the Seller has full power and authority to enter into and perform the other Transaction Documents to which it is a party and all other documents executed by the Seller which are to be delivered at Completion (together, the "**Documents**"), each of which

constitutes (when executed) legal, valid and binding obligations of the Seller in accordance with its respective terms.

- (c) The execution, delivery and performance by the Seller of the Documents will not constitute a breach of any laws or regulations in any relevant jurisdiction or result in a breach of or constitute a default under (i) any provision of the memorandum and articles of association of the Seller; (ii) any order, judgment or decree of any court or governmental authority by which the Seller, or the Company is bound; or (iii) any agreement or instrument to which the Seller or any Group is a party or by which it is bound.
- (d) The Seller and any the Group Company are not insolvent or unable to pay its debts within the meaning of the Insolvency Act 1986 (or under the insolvency laws of any applicable jurisdiction) or has stopped paying debts as they fall due. No order has been made, petition presented or resolution passed for the winding up of the Seller or any Group Company. No administrator or any receiver or manager has been appointed by any person in respect of the Seller or any Group Company or all or any of its or their assets and no steps have been taken to initiate any such appointment and no voluntary arrangement has been proposed. The Seller and any Group Company have not become subject to any analogous proceedings, appointments or arrangements under the laws of any applicable jurisdiction.
- (e) **Ownership of the Shares**
- (f) The Seller is the indirect owner of the Shares and will at the Completion Date be the sole direct legal and beneficial owner of, and has the right to exercise all voting and other rights over, all of the Shares. The Company is and will at the Completion Date be the sole legal and beneficial owner of, and has the right to exercise all voting and other rights over, all of the Subsidiary Shares in the Subsidiary.
- (g) The Shares are and will at the Completion Date constitute the entire allotted and issued share capital of the Company and are fully paid up. The Subsidiary Shares are and will at the Completion Date constitute the entire allotted and issued share capital of the Subsidiary and are fully paid up.
- (h) The Shares will at the Completion Date be free from all Encumbrances and there is no agreement or commitment to give or create any Encumbrance over or affecting the Shares and no claim has been made by any person to be entitled to any such Encumbrance. The Subsidiary Shares are and will at the Completion Date be free from all Encumbrances and there is no agreement or commitment to give or create any Encumbrance over or affecting the Subsidiary Shares and no claim has been made by any person to be entitled to any such Encumbrance.
- (i) There are and will be no agreements or commitments outstanding which call for the issue of any shares, loan stock or debentures in or other securities of any Group Company or accord to any person the right to call for the issue of any such shares, loan stock, debentures or other securities.
- (j) No notices have been received by any of the Seller or any Group Company and so far as the Seller is aware no steps have been taken in relation to any expropriation, nationalisation or dilution or similar of the share capital of any Group Company or the PSC Licence.
- (k) **Corporate and business**
- (l) The information relating to the Group Companies set out in Schedule 1 (*Details of the Group Companies*) is true and accurate in all respects.
- (m) No Group Company has any subsidiary undertakings or any interest in the shares or other capital of any entity, other than, in the case of the Company, the Subsidiary.
- (n) The copies of the constitutional documents of the Group Companies, the PSC Licence, the JOA and, so far as the Seller is aware, the minutes of the Operating

Committee (excluding any attachments, annexes or schedules thereto) included in the Data Room Documents are true and complete copies of the originals of such documents.

- (o) The books, registers and records (including all accounting records) of the Group Companies are in all material respects complete and accurate and up to date in accordance with applicable laws and are maintained and retained in accordance and for the period required by applicable laws. All such books, registers and records and other necessary documents and records relating to its affairs are in the possession or under the direct control, and subject to the unrestricted access, of the relevant Group Company. So far as the Seller is aware, the Group Companies have not received any application for rectification of any of its registers, including the register of members.
- (p) There is no power of attorney given by any Group Company in force and no outstanding authority by which any person may enter into an agreement, arrangement or obligation to do anything on behalf of any Group Company (other than any authority of its directors, branch manager and certain legal representatives to act in the ordinary and usual course of their duties).
- (q) No Group Company is subject to any actual or contingent liability arising out of or in connection with any production sharing contract or equivalent arrangement (other than the PSC Licence) to which it has been a party or in which it has held an interest.
- (r) **Asset and title to the PSC Licence**
- (s) The relevant Group Company is the holder of a forty point three hundred and seventy-five percent (40.375%) equity participating interest in the PSC Licence, which is burdened by a forty-two point five percent (42.50%) paying working interest in the PSC Licence, but otherwise free from any Encumbrances (other than Permitted Encumbrances).
- (t) So far as the Seller is aware, the PSC Licence and the JOA are valid and in full force and effect.
- (u) No Group Company is or, so far as the Seller is aware, has in the past been in default or in breach of any material terms or conditions of any of the PSC Licence or the JOA and no event has occurred or failed to occur which constitutes, or with the giving of notice or lapse of time or both, would constitute, a material breach or default of the PSC Licence or the JOA by a Group Company.
- (v) So far as the Seller is aware, no other party to the JOA is in default or in breach of any material terms or conditions of any of the JOA and so far as the Seller is aware, no event has occurred or failed to occur which constitutes, or with the giving of notice or lapse of time or both, would constitute, a material breach or default of the JOA by any other party to it.
- (w) So far as the Seller is aware, the Group Companies have paid all material fees and charges imposed by any applicable Governmental or Regulatory Authority, which have become due and payable with respect to the PSC Licence.
- (x) So far as the Seller is aware, no Group Company has received any written notification from any applicable Governmental or Regulatory Authority that any investigation or inquiry is being or has been conducted by any such Governmental or Regulatory Authorities in respect of violations of Environmental Law in relation to the PSC Licence.
- (y) The PSC Licence, together with applicable laws, contains the entirety of the obligation of the relevant Group Company to the Governmental or Regulatory Authorities, and no other understanding or agreement exists between the relevant Group Company and the Governmental or Regulatory Authorities in relation to the subject matter of the PSC Licence.

(z) **Material assets**

- (aa) The material assets included in the Accounts or acquired by the Group Companies since the Economic Date (other than trading stock disposed of since that date in the ordinary course of business) and all other material assets owned by the Group Companies are the absolute property of the relevant Group Company (save to the extent cost recovered under the PSC Licence) and are free from any Encumbrance.
- (ab) The Group Companies do not have any Encumbrances subsisting over the whole or any part of its present or future revenues or material assets.
- (ac) All such material assets owned by the Group Companies are not the subject of any leasing, hiring or hire purchase agreement or agreement for payment on deferred terms or assignment or factoring or other similar agreement.
- (ad) All such material assets are in the possession or under the control of the relevant Group Company.
- (ae) Any reference to “assets” in (w) and (z) shall not include any assets constituting the participating interest in the PSC Licence (including any Joint Property as defined in the JOA) or the PSC Licence.

(af) **Accounts**

(ag) The Accounts:

- (i) have been prepared by the Group Companies in accordance with the applicable law and US GAAP;
  - (ii) have been prepared in accordance with the Group Companies' relevant accounting principles (as Disclosed), and in a manner consistent with the Group Companies' past practice of applying such accounting principles;
  - (iii) are accurate in all material respects;
  - (iv) show a true and fair view of the financial position, assets, liabilities, profit or loss and cash flows of the Group Companies as of the dates and periods indicated therein; and
  - (v) the Disclosure Letter contains true and accurate copies of all the Accounts,
- (ah) provided that no warranty given by this paragraph (aa) shall be construed as a warranty relating to the appropriate inclusion in the Accounts of any reserve or accrual for uncertain or contingent Tax positions as required by US GAAP.

(ai) **Debt**

- (aj) Save as Disclosed, the Group Companies have no Debt and are not party to nor bound by any agreement relating to Debt. On the Closing Date, no Group Company will have any Debt whatsoever nor be party to nor be bound by any agreement relating to Debt;

(ak) **Material Disputes**

- (al) Save as Disclosed, no Group Company is a plaintiff nor, so far as the Seller is aware, a defendant in or otherwise a party to any litigation, arbitration or administrative proceedings of a material nature;
- (am) So far as the Seller is aware, no Group Company has received any written notification of any material dispute which in the reasonable opinion of the Seller is likely to give rise to any such litigation, arbitration or administrative proceedings as are referred to in (cc) above.

(an) **Compliance with Laws**

- (ao) So far as the Seller is aware, each Group Company (i) has carried on, and is carrying on, the Business (including, in the case of the Subsidiary, as Operator and in relation to the ownership of the participating interest in the PSC Licence) in compliance in all material respects with applicable laws and (ii) holds (and is in compliance with) all material authorisations, permissions, licences, permits, consents and approvals from and agreements with any Governmental or Regulatory Authority required under applicable law in relation to its acting as Operator, the conduct of the Business and operations and the ownership of the participating interest in the PSC Licence.
- (ap) Save as Disclosed, (i) there is no ongoing disagreement in writing between any Group Company and any Governmental or Regulatory Authority in relation to cost recovery in respect of a material amount, (ii) so far as the Seller is aware, no Governmental or Regulatory Authority has indicated in writing that any material sums incurred in relation to operations under the PSC Licence are not capable of being cost recovered; and (iii) no written request for an official audit, review or investigation in relation to cost recovery has been received by any Group Company from any Governmental or Regulatory Authority.
- (aq) None of the Seller, any member of the Retained Group nor any of their respective Representatives acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement and other Transaction Documents is or will be at the Completion Date: (i) in violation of any Sanctions Laws and Regulations; (ii) a Designated Person or otherwise the target of Sanctions; (iii) involved in any transactions directly or indirectly, relating to or with entities located in countries subject to U.S. economic sanctions; or (iv) engaged in dealings in or with any property or interest in property blocked pursuant to any Sanctions Laws and Regulations.

(ar) **Contracts**

- (as) Other than those agreements contained in the Data Room Documents, there is no outstanding amount over the amount of USD \$25,000 (twenty-five thousand US Dollars) which is due and payable under any material agreement to which any Group Company is a party.
- (at) Other than as Disclosed, there is no material agreement to which any Group Company is a party, including any area of mutual interest agreement, joint bidding agreement, guarantee, indemnity, credit support or suretyship.

(au) **Environment, Health and Safety**

- (av) The Subsidiary complies and has at all times in the eight years prior to the date of this Agreement complied in all material respects with Environmental Law;
- (aw) So far as the Seller is aware, the Subsidiary has not received in the eight years prior to the date of this Agreement a written complaint or a notice alleging a material breach of, or a material liability under, Environmental Law.
- (ax) So far as the Seller is aware, the Subsidiary has obtained and complies, and at all times in the eight years prior to the date of this Agreement has obtained and complied, in all material respects with each material Environmental permit required to carry on the Business and its operations under the PSC Licence.

(ay) **Employees**

- (az) The current employees of the Group Companies are listed in the Disclosure Letter.
- (ba) The Group Companies have complied in all material respects with all employee benefit plans, employment contracts, union agreements and local labour laws in respect of the employees of the Group Companies.

- (bb) Save as Disclosed, there are no material disputes with (or claims by) any unions, works councils, staff associations or other employee representative bodies in relation to the employees of the Group Companies so far as the Seller is aware.
- (bc) So far as the Seller is aware, the Group Companies have funded all reserves required by local labour laws in respect of end of service severance payments, retirement funds and other benefit plans and programs.
- (bd) **Tax**
- (be) For all periods commencing on or after the Economic Date, each Group Company has complied, in all jurisdictions, in all material respects with all statutory provisions, rules, regulations, orders and directions required of it under any Tax Statute or otherwise required by law, and all Tax Records submitted after the Economic Date which relate to periods commencing on or after the Economic Date remain at the date of this Agreement complete, correct and accurate in all material respects.
- (bf) Each Group Company has complied in all material respects with all statutory provisions, rules, regulations, orders and directions required of it in relation to records, invoices and other information required to be kept in relation to Tax.
- (bg) For all periods commencing on or after the Economic Date, each Group Company has duly and timely paid all Tax (including where required by way of deduction or withholding and including any requirement to account for such deducted or withheld Tax) for which it is liable and no Group Company is liable, nor has for all periods commencing on or after the Economic Date been liable, to pay any interest, fine or other penalty in connection with Tax.
- (bh) Since the Economic Date:
  - (i) no Group Company has been involved in any transaction outside the Ordinary Course of Business which has given or may give rise to a liability to Tax on any Group Company (or would have given or might give rise to such a Tax liability but for the availability of any Tax relief);
  - (ii) no accounting period of any Group Company has ended; and
  - (iii) there has been no change to the approach taken by any Group Company to matters relating to Tax as compared to any positions taken in any Tax Returns which have been filed prior to the Economic Date save as required by the Settlement Agreement.
- (bi) For all periods commencing on or after the Economic Date, no Group Company has been or is involved in any material dispute with any Tax Authority, and no Group Company is the subject of any enquiry with any Tax Authority concerning any matter other than routine enquiries of a minor nature and the Seller is not aware of any circumstances which would or would be liable to give rise to such a dispute or enquiry.
- (bj) The Company is incorporated, and has its registered office, in the Cayman Islands. No Tax Authority in any jurisdiction considers the Company is resident for Tax purposes in or has a permanent establishment in its jurisdiction. The Company is tax-exempted in the Cayman Islands.
- (bk) The Subsidiary is incorporated, and has its registered office, in the Cayman Islands. No Tax Authority in any jurisdiction (other than the Republic of Equatorial Guinea) considers that the Subsidiary is resident for Tax purposes in or has a permanent establishment in its jurisdiction. The Subsidiary is tax-exempted in the Cayman Islands.
- (bl) Since the Economic Date, all transactions entered into by each Group Company have been entered into on an arm's length basis and the consideration (if any) which has been charged, received or paid by the relevant Group Company on all transactions

entered into by it since the Economic Date has been equal to the consideration which would have been expected to be charged, received or paid between independent persons dealings at arm's length.

- (bm) No Group Company is or has been party to any scheme, arrangement, transaction or series of transactions the main purpose, or one of the main purposes of which, was the avoidance of Tax which was either entered into after the Economic Date or otherwise has effect for any period after the Economic Date.
- (bn) No Group Company is bound by or party to any Tax sharing or Tax allocation agreement.
- (bo) So far as the Seller is aware, no transaction, act, omission or event has occurred in consequence of which any Group Company is or may be held liable for any Tax (including under an indemnity) which Tax is primarily or directly chargeable against or attributable to any person other than any of the Group Companies, whether such liability arises as a result of the operation of law or any agreement entered into by any of the Group Companies.

10.3 The Purchaser acknowledges and confirms, that:

- (a) it does not rely on and has not been induced to enter into this Agreement on the basis of any warranties, representations, covenants, undertakings, indemnities or other statements whatsoever other than the Warranties. In particular, no warranty, representation, covenant, undertaking, indemnity or other statement has been given (expressly or impliedly) in respect of, and the Purchaser acknowledges that it has had an adequate opportunity to review, agrees to hold the Retained Group harmless and is solely responsible for forming its own opinion as to:
  - (i) the amount, quality or deliverability of hydrocarbons attributable to any asset of any Group Company;
  - (ii) any geological, geophysical, engineering, economic or other interpretations, forecasts or evaluations;
  - (iii) any forecast of expenditures, budgets or financial projections (including any projections as to the future profitability or future value of any Group Company);
  - (iv) any geological formation, drilling prospect or hydrocarbon reserves;
  - (v) the repair, condition, working order, fitness for purpose or future performance or capability of any property, plant or equipment forming part of or relating to the assets of any Group Company; and
  - (vi) the future performance of any Group Company (including revenues and costs);
- (b) none of the Seller, any Group Company, any member of the Retained Group nor any of their Representatives have given any such warranties, representations, covenants, undertakings, indemnities or other statements;
- (c) it has carried out such investigations, made such enquiries and taken such advice as is necessary to evaluate the merits and risks of acquiring the Group Companies and to protect its interests in connection with such acquisition; and
- (d) it has had adequate access to information regarding the Business, the Seller, the Retained Group and any Group Companies and it has performed Due Diligence to its full satisfaction and in a manner and to a degree customary with respect to the type and size of transaction contemplated by this Agreement.

10.4 Nothing in Clause 10.3 shall limit the Warranties given by the Seller or the standard of Disclosure required to limit the Seller's liability in respect thereof under Schedule 3 (*Seller's Limitations on Liability*).

10.5 Each of the Warranties (subject to Clause 11 (*Seller's limitations on liability*) and Schedule 3 (*Seller's Limitations on Liability*) below) shall be construed as a separate and independent warranty and shall not be limited or restricted by reference to or inference from the terms of any of the other Warranties.

10.6 The Purchaser agrees and undertakes that (in the absence of fraud or Wilful Misconduct) it has no rights against and shall not make any claim against any Representative of any member of the Retained Group or any Group Company on whom it may have relied before agreeing to any term of any of the Transaction Documents.

## **11. Seller's limitations on liability**

11.1 The liability of the Seller in respect of Claims shall be limited as provided in Schedule 3 (*Seller's Limitations on Liability*).

## **12. Purchaser's warranties and undertakings**

12.1 The Purchaser warrants to the Seller on the Execution Date and on the Completion Date (in respect of itself only) that:

- (a) it has the requisite power and authority, and has received all necessary approvals, to enter into and perform its obligations under this Agreement and the other Transaction Documents to which it is party;
- (b) its obligations under this Agreement and the other Transaction Documents will when delivered constitute binding obligations of it in accordance with their respective terms except as enforceability may be limited by bankruptcy, insolvency, reorganisation, moratorium or other laws affecting creditors' rights generally and general principles of equity (whether considered in a proceeding at law or in equity);
- (c) the execution and delivery of, and the performance by it of its obligations under, this Agreement and the other Transaction Documents will not: (i) result in a material breach of any provision of the constitutional documents of it; (ii) result in a material breach of, or constitute a default under, any instrument to which it is a party or by which it is bound; (iii) so far as it is aware, result in a material breach of any order, judgment or decree of any court or governmental agency to which it is a party or by which it is bound; or (iv) require the consent of its shareholders;
- (d) except as provided in the Conditions, it is not nor will it be required to give any notice to or make any filing with or obtain any permit, consent, waiver or other authorisation from any Governmental or Regulatory Authority in connection with the execution, delivery and performance of the Transaction Documents;
- (e) no order has been made, petition presented or resolution passed for the winding up of it. No administrator nor any receiver or manager has been appointed by any person in respect of it or all or any of its assets and, so far as it is aware, no steps have been taken to initiate any such appointment and no voluntary arrangement has been proposed. It has not become subject to any analogous proceedings, appointments or arrangements under the laws of any applicable jurisdiction;
- (f) all information, including, without limitation, any financial information, supplied by any member of its Group or any of their respective Representatives in connection with the transactions contemplated in the Transaction Documents was when given true and accurate in all respects and not misleading;
- (g) it has and will have at Completion immediately available on an unconditional basis (subject only to Completion) the cash resources required to meet in full its obligations under the Transaction Documents;
- (h) none of it, any member of its Group nor any of their respective Representatives acting or benefiting in any capacity in connection with the transactions contemplated by this

Agreement and other Transaction Documents is or will be at the Completion Date: (i) in violation of any Sanctions Laws and Regulations; (ii) a Designated Person or otherwise the target of Sanctions; (iii) involved in any transactions directly or indirectly, relating to or with entities located in countries subject to U.S. economic sanctions; or (iv) engaged in dealings in or with any property or interest in property blocked pursuant to any Sanctions Laws and Regulations; and

- (i) none of the it, any member of the its Group, nor any of their respective Representatives acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement and other Transaction Documents: (i) will permit the Company to engage in any transactions with or relating to countries or persons subject to Sanctions; and (ii) none of the proceeds used in connection with the acquisition of the shares in the Company will be derived from or in any way related directly or indirectly to business with countries or persons subject to Sanctions.
- 12.2 The Purchaser warrants to the Seller on the Execution Date and on the Completion Date that it is a company duly incorporated and organised and validly existing under the laws of the Isle of Man.
- 12.3 The Purchaser shall at its own cost procure that no later than six (6) months following Completion:
- (a) no member of its Group shall use "Kosmos" or "Hess" or any other mark, logo, name, symbol or design which, in the opinion of the Seller, is capable of being confused with Kosmos or Hess; and
  - (b) all references to any member of the Retained Group wherever and however any such reference is made by its Group in connection with the Business are removed,
- and the Purchaser undertakes to the Seller that in the event of any sale of the whole or any part of its Group or its businesses to any third party, it shall procure that any successor in title shall enter into equivalent undertakings in respect of the Retained Group.
- 12.4 If Completion does not take place, the Purchaser undertakes to the Seller that it shall forthwith hand over, or procure the handing over of, all books, records, documents and papers of or relating to the Retained Group which shall have been made available to it and all copies or other records derived from such materials and that it shall remove any information derived from such materials or otherwise concerning the subject matter of this Agreement from any computer, word processor or other device containing information.

### **13. Indemnities**

- 13.1 Subject to Completion occurring, the Seller irrevocably and unconditionally agrees to indemnify (and keep indemnified) (on an after Tax basis) the Purchaser (for the benefit of the Purchaser and each of its Affiliates) on demand against any Liabilities incurred as a result of:
- (a) any member of the Retained Group and the Group Companies undertaking the Reorganisation, including in respect of any Tax;
  - (b) any Claims arising out of, relating to or attributable to any breach of the Tax Warranties or any Tax Liability that has not been Disclosed;
  - (c) any person claiming to be an employee, or ex-employee of either Group Company.
  - (d)
- 13.2 Subject to Completion occurring, and other than as set out in Clause 13.1(c), the Purchaser agrees that no member of the Retained Group shall have any Liability to any Group Company in respect of any Environmental Liabilities of whatsoever nature and howsoever arising whether before, on or after the Economic Date.

## 14. Termination

- 14.1 This Agreement shall terminate and, subject to Clause 14.3, each Party's rights and obligations shall cease to have force and effect from such termination if at any time prior to Completion the Purchaser gives written notice of termination to the Seller following:
- (a) a breach by the Seller of any of the Title Warranties, or the warranties given in Clause 16 in which case this Agreement shall terminate with immediate effect on the date set out in the notice;
  - (b) the occurrence and continuance of a MAC Event at any time after the Execution Date, unless the Purchaser notifies the Seller that the MAC Event has been cured to their reasonable satisfaction or no longer exists prior to the Long Stop Date; provided that if the MAC Event occurs after the Conditions have been satisfied or waived in accordance with this Agreement then the termination shall occur with immediate effect.
- 14.2 Save for the Parties' express right to terminate in this Clause 14 and Clauses 3.6 (*Conditions*), 8.3(c) (*Completion*) and 16(f) (*Mutual Warranties*), the Parties shall not be entitled to rescind or terminate this Agreement, whether before or after Completion. Nothing in this Clause 14 shall operate to limit or exclude any liability for fraud.
- 14.3 If this Agreement is terminated by a Party in accordance with:
- (a) Clause 3.6 (*Conditions*);
  - (b) Clause 8.3(c) (*Completion*);
  - (c) Clause 14.1 (*Termination*); or
  - (d) Clause 16(f) (*Mutual Warranties*),

the rights and obligations of the Parties under this Agreement shall cease immediately, save in respect of antecedent breaches (but excluding any right of the Purchaser to claim damages for breach of Warranty or of the Seller's obligations under Clause 5 (*Pre-Completion Obligations*)) and under the Continuing Provisions.

## 15. Non-solicitation of employees

The Purchaser shall not and undertakes to procure that each member of the its Group will not, either pending or within one (1) year after Completion, solicit or entice away from the employment of any member of the Retained Group any person employed by a member of the Retained Group at the date of this Agreement except for any employee who answers a general public advertisement without further solicitation.

## 16. Mutual warranties

The Parties make the following warranties to each other as of the date of this Agreement and the Completion Date:

- (a) Each Party warrants that, for the period of six (6) years before the Completion Date, and except as otherwise Disclosed, it, its Affiliates, its Associated Persons, its directors, officers, employees, agents, or consultants, or any other person acting for, or on behalf of the Party or its Affiliates, and except as set forth in subsection (a)(iii) below in connection with this Agreement and the Agreement's subject matter (and in the case of the Seller, in connection with the PSC Licence, the Seller's activities in Equatorial Guinea including Block G, and the activities of any Group Company), directly or indirectly:

- (i) have not violated or committed any act that would constitute a violation of, or an offence under, any Anti-Bribery Laws or Sanctions Laws and Regulations, irrespective of whether the Anti-Bribery Laws or Sanctions Laws and Regulations apply;
  - (ii) have not paid, offered, promised, or authorised the payment, directly or indirectly, of any monies or anything of value to any person for the purpose of improperly influencing any act or decision by that person, or by a Government Official, to obtain, retain, or direct business or to secure an improper advantage;
  - (iii) have not, to the knowledge of the Party, been the subject of any actual, pending or threatened, legal, administrative, arbitral or other proceeding, claim, suit, inquiry, or action against, or government investigation in connection with any Anti-Bribery Laws or Sanctions Laws and Regulations in or concerning any jurisdiction, whether or not relating to operations or activities in Equatorial Guinea, nor, so far as the Party is aware, are there any circumstances likely to give rise to any such investigation, inquiry or proceeding in or concerning activities or operations in Equatorial Guinea; or
  - (iv) have no injunction, order, judgment, ruling, or decree against them by or before any government in connection with any Anti-Bribery Laws or Sanctions Laws or Regulations.
- (b) In connection with the Agreement, each Party warrants and undertakes that it, its Affiliates, its directors, officers, employees, agents or consultants, and any other person acting for, or on behalf of, such Party, directly or indirectly shall not violate any Anti-Bribery Law or Sanctions Law or Regulation, or engage any act, practice, or conduct that would constitute a violation of, or an offence under, the Anti-Bribery Laws or Sanctions Laws and Regulations, as if those laws applied to it.
  - (c) Each Party shall defend, indemnify and hold the other Party and its Affiliates harmless from and against any and all claims and Losses (including all Losses, suffered or incurred in investigating, settling or disputing any such action (actual or potential) and/or the reasonable costs of obtaining advice as to any such action (actual or potential)) which the other Party or its Affiliates may suffer or incur or which may be brought against it in any jurisdiction arising, directly or indirectly, out of, in respect of, or in connection with any breach of the warranties and undertakings under this Clause 16.
  - (d) Notwithstanding anything in this Agreement to the contrary, no provision shall be interpreted or applied so as to require any Party to do, or refrain from doing, anything which would constitute a violation of any law or regulation applicable to such Party.
  - (e) For the term of this Agreement and for a period of five (5) years thereafter, each Party shall reasonably cooperate in good faith with any reasonable request of any other Party to be entitled to review relevant documentation, and further each Party agrees to encourage its representatives, management and/or staff to engage in interviews at the request of any other Party, in order to verify compliance with the terms of this Clause 16 and the requirements of the Anti-Bribery Laws or Sanctions Laws and Regulations. Each Party shall cooperate fully and in good faith in any such audit or investigation conducted by another Party in relation to compliance with this Clause 16 and the Anti-Bribery Laws and Sanctions Laws and Regulations.
  - (f) Notwithstanding anything in this Agreement to the contrary, each Party shall have the right to suspend or terminate this Agreement and any payments hereunder if the other Party has failed to materially comply with any of the terms of Clause 16(a) and Clause 16(b).

## 17. Withholding

- 17.1 Any payments made or due from a Party (the "**Payer**") under this Agreement shall be effected by the Payer without any deduction or withholding of any Tax unless required by law. In the event that the Payer is obliged to deduct or withhold any such Tax under applicable law when effecting any such payment, the Payer shall:
- (a) make the deduction or withholding and account to the relevant Tax Authority for the amount deducted or withheld within the time allowed and in the minimum amount required by law and promptly provide the Party receiving the relevant payment (the "**Payee**") with evidence reasonably satisfactory to the Payee that it has done so; and
  - (b) (other than where the relevant payment is, or is in respect, of the Consideration) increase the amount payable to the Payee to the extent necessary to ensure that after making the required deduction or withholding the Payee receives the payment in the amount it would have received had the Payer had no obligation to make the required deduction or withholding.
- 17.2 The Payer covenants to pay to the Payee on demand an amount equal to any Losses incurred or suffered by the Payee as a result of any failure by the Payer to comply with its obligations under Clause 17.1(a).

## 18. Access

- 18.1 The Purchaser shall make available to the Seller copies of any Books and Records of the Group Companies (or, if practicable, the relevant parts of those Books and Records) which are reasonably required by the Seller for the purpose of dealing with its Tax or accounting affairs and/or in preparation of the Final Statement of Accounts in accordance with Clause 6.1 (*Statements of accounts*) and, accordingly, the Purchaser shall, upon being given reasonable notice by the Seller and subject to the Seller giving such undertaking as to confidentiality as the Purchaser shall reasonably require, procure that such Books and Records are made available to the Seller and its Representatives for inspection (during Working Hours) and copying (at the Seller's expense) for and only to the extent necessary for such purpose and for a period of five (5) years from Completion.
- 18.2 The Seller shall make available to the Purchaser copies of any Books and Records of members of the Retained Group (or, if practicable, the relevant parts of those Books and Records) which are reasonably required by the Purchaser for the purpose of dealing with its Tax or accounting affairs and, accordingly, the Seller shall, upon being given reasonable notice by the Purchaser and subject to the Purchaser giving such undertaking as to confidentiality as the Seller shall reasonably require, procure that such Books and Records are made available to the Purchaser and their Representatives for inspection (during Working Hours) and copying (at the Purchaser's expense) for and only to the extent necessary for such purpose and for a period of five (5) years from Completion.
- 18.3 In the event that any proceeding, enquiry or investigation of any judicial or Governmental or Regulatory Authority is pending at the time of expiry of the period of five (5) years from Completion, or if at such time the Seller or the Purchaser (as applicable) is in the process of using any Books and Records in connection with satisfying applicable laws or regulations, the Seller or the Purchaser (as applicable) shall be entitled to continuing access to the Books and Records on the same terms as provided in Clauses 18.1 and 18.2 for a further period until completion of the relevant enquiry, investigation or other event.

## 19. Effect of completion

Any provision of the Transaction Documents which is capable of being performed after, but which has not been performed at or before Completion, shall remain in full force and effect notwithstanding Completion.

## **20. Assurance**

- 20.1 The Purchaser, for itself and its successors and assigns, covenants that, at any time and from time to time on or after Completion, it and they will execute and deliver all such instruments of assumption and acknowledgements or take such other action as the Seller may reasonably request in order to give full effect to this Agreement and the Transaction Documents.
- 20.2 The Seller, for itself and its successors and assigns, covenants that, at any time and from time to time on or after Completion, it and they will execute and deliver all such instruments of assumption and acknowledgements or take such other action as the Purchaser may reasonably request in order to give full effect to this Agreement and the Transaction Documents.

## **21. Insurance**

The Purchaser undertake that with effect from the Completion Date it will arrange insurance cover in respect of the Group Companies and acknowledges that with effect from the Completion Date any pre-existing insurance cover maintained by the Retained Group shall no longer apply to the Group Companies.

## **22. Assignment**

- 22.1 Subject to Clause 22.2 and any assignment to an Affiliate which shall be notified to the Seller in writing, the Purchaser may not assign, transfer, charge, declare a trust of or otherwise dispose of all or any part of its rights and benefits under this Agreement or any other Transaction Documents (including any cause of action arising in connection with any of them) or of any right or interest in any of them without the prior written consent of the Seller. The Seller may not assign this Agreement without the prior written consent of the Purchaser.
- 22.2 The Purchaser may assign all or any of its rights under any Transaction Document by way of security or charge (or both of the foregoing) for the benefit of:
- (a) any bank(s), and/or financial institution(s), and/or holder(s) of debt securities (including any corporate bond issued by the Purchaser or any Affiliate) or any other person lending money or making other banking or credit facilities available to the Purchaser and/or its Affiliates (including in connection with any refinancing or replacement of such facilities) in connection with the transaction contemplated by this Agreement; and/or
  - (b) any person from time to time appointed by any bank(s), and/or financial institution(s), and/or holder(s) of debt securities or any other person referred to in Clause 22.2(a) to act on its/their behalf as facility or security agent, security trustee, arranger of finance, receiver or person fulfilling a similar or related role in connection with the transaction contemplated by this Agreement,
  - (c) and any such beneficiary of security may assign all or any of those rights for the purpose of enforcing such security assignment or charge.

## **23. Entire agreement**

- 23.1 This Agreement, together with the Transaction Documents and any other documents referred to in this Agreement or any Transaction Document, constitutes the whole agreement between the Parties and supersedes any previous arrangements or agreements between them relating to the sale and purchase of the Shares.
- 23.2 A Party's only right or remedy in respect of any provision of this Agreement or any other Transaction Document shall be for breach of this Agreement or that Transaction Document.

- 23.3 Save in relation to breach of this Agreement or any other Transaction Document, no Party nor any of its Related Persons shall have any right or remedy, or make any claim, against another Party nor any of its Related Persons in connection with the sale and purchase of the Shares.
- 23.4 In this Clause 23, “**Related Persons**” means, in relation to a Party, members of the Retained Group (in respect of the Seller), the Purchase Group (in respect of the Purchase) and the Representatives of that Party.
- 23.5 Nothing in this Clause 23 shall operate to limit or exclude any liability for fraud.

## **24. Notices**

- 24.1 Any notice or other communication to be given under or in connection with this Agreement shall be in the English language in writing and signed by or on behalf of the Party giving it. A notice may be delivered personally or sent by email, pre-paid recorded delivery or international courier to the address or email address provided in Clause 24.3, and marked for the attention of the person specified in that Clause.
- 24.2 A notice shall be deemed to have been received:
- (a) at the time of delivery if delivered personally;
  - (b) at the time of receipt of a confirmation email from the recipient if sent by email and the recipient shall be obligated to send a confirmation email upon receipt of any notice sent by email;
  - (c) two (2) Business Days after the time and date of posting if sent by pre-paid recorded delivery; or
  - (d) three (3) Business Days after the time and date of posting if sent by international courier,
- provided that if deemed receipt of any notice occurs after 5.30 p.m. or is not on a Business Day, deemed receipt of the notice shall be 9.30 a.m. on the next Business Day. References to time in this Clause 24 are to local time in the country of the addressee.

- 24.3 Notices under this Agreement shall be sent to a Party at its address or number and for the attention of the individual set out below:

### **Seller**

Name: Kosmos Energy Operating

Address: care of Kosmos Energy LLC  
8176 Park Lane, Suite 500  
Dallas, Texas 75231 U.S.A.

Attn: General Counsel

Email: kosmosgeneralcounsel@kosmosenergy.com

### **Purchaser**

Name: Panoro Energy Block G Limited

Address: c/o Panoro Energy Limited  
78 Brook Street  
London

W1K 5EF  
UK  
Attn: Qazi Qadeer  
Email: Qazi.Qadeer@panoroenergy.com

**Purchaser Guarantor:**

Name: Panoro Energy ASA  
Address: c/o Panoro Energy Limited  
78 Brook Street  
London  
W1K 5EF  
UK

Attn: Qazi Qadeer  
Email: Qazi.Qadeer@panoroenergy.com

- 24.4 A Party shall notify the other Parties of any change to its details in Clause 24.3 in accordance with the provisions of this Clause 24, provided that such notification shall only be effective on the later of the date specified in the notification and five (5) Business Days after deemed receipt.

**25. Announcements**

No Party nor its Affiliates shall make any public announcements or other statements regarding the execution of this Agreement, the Transaction Documents, Completion or any other matter involving this Agreement or any of the transactions or documents contemplated under this Agreement without the prior written consent of the other Parties, such consent not to be unreasonably withheld, conditioned or delayed, except that a Party may make a public announcement that is required by law or to comply with any directives or other requirements of any law of any relevant jurisdiction or any securities exchange, Governmental or Regulatory Authority provided that, to the extent permissible, such Party gives the other Parties notice and a copy of the announcement at least forty-eight (48) hours prior to such announcement being made. Without limiting the scope of the foregoing provision and for the avoidance of doubt, the Purchaser is not authorised to include the ‘Kosmos’ logo in any form in any public announcement or statement, and the Seller is not authorised to include the ‘Panoro’ logo in any form in any public announcement or statement.

**26. Purchaser Guarantee**

- 26.1 In consideration of the Seller entering into this Agreement, the Purchaser Guarantor irrevocably and unconditionally guarantees to the Seller punctual performance by the Purchaser its obligations to pay all monies owed to the Seller in connection with the purchase of the Shares on the terms and subject to the conditions of this Agreement (the “**Guaranteed Obligations**”), and undertakes to the Seller that whenever the Purchaser does not fulfil a Guaranteed Obligation, the Purchaser Guarantor shall immediately on demand pay that amount as if it was the principal obligor so that the same benefits are conferred on the Seller as it would have received if such obligation had been performed and satisfied by the Purchaser (the “**Purchaser Guarantee**”).
- 26.2 The Purchaser Guarantor, as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under the Purchaser Guarantee, undertakes to

indemnify and hold the Seller harmless from and against any Loss suffered or incurred by it arising directly or indirectly out of, as a result of or in connection with the non-performance by the Purchaser of any of the Guaranteed Obligations.

- 26.3 The Purchaser Guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by the Purchaser under the Guaranteed Obligations, regardless of any intermediate payment or discharge in whole or in part.
- 26.4 The obligations of the Purchaser Guarantor will not be affected by any act, omission, matter or thing which, but for this Clause 26.4 would reduce, release or prejudice any of its obligations under this Agreement or any other Transaction Document including:
- (a) any time, waiver or consent granted to the Purchaser or any other person;
  - (b) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against any guaranteed Party under this Agreement or any other Transaction Document;
  - (c) the insolvency (or similar proceedings) of the Purchaser, any incapacity or lack of power, authority or legal personality of the Purchaser or change in control, ownership or status of the Purchaser;
  - (d) any amendment to this Agreement or any other Transaction Document;
  - (e) any illegality, invalidity or unenforceability of any obligation of any person under this Agreement or any other Transaction Document; or
  - (f) any other act, event or omission which might operate to discharge, impair or otherwise affect any of the obligations of the Purchaser Guarantor or any of the rights, powers and remedies conferred on the Purchaser, in each case under this Agreement or any other Transaction Document.
- 26.5 The Purchaser Guarantor waives any right which it may have to first require the Seller to proceed against the Purchaser before claiming from the Purchaser Guarantor.
- 26.6 Until all amounts which may be or become payable by the Purchaser to the Seller under the Guaranteed Obligations have been irrevocably paid in full:
- (i) the Purchaser Guarantor will not make demand for the payment of any sum from the Purchaser connected with or in relation to the sum demanded by the Seller or claim any set-off or counterclaim against the Purchaser;
  - (ii) if Purchaser is insolvent or in liquidation, the Purchaser Guarantor will not prove in any such insolvency or liquidation in competition with the Seller;
  - (iii) the Seller shall not be obliged to apply any sums held or received by it from the Purchaser Guarantor towards payment of Purchaser's obligations; and
  - (iv) the Purchaser Guarantor will not exercise any rights which it may have to be indemnified by the Seller or otherwise claim from the Seller any sums which may be owing to it from the Seller.
- 26.7 The Purchaser Guarantor undertakes to hold any security taken from the Purchaser in connection with the Purchaser Guarantee and any monies or rights received by the Purchaser Guarantor from the Purchaser as trustee on trust for the Seller pending discharge in full of all of the Purchaser Guarantor's obligations under the Purchaser Guarantee.
- 26.8 The Purchaser Guarantor agrees that:
- (a) if any payment received by the Seller from the Purchaser in relation to its obligations under this Agreement is avoided or set aside on the subsequent insolvency or liquidation of the Purchaser any amount received by the Seller and subsequently repaid, shall not discharge or diminish the liability of the Purchaser Guarantor under

this Clause 26, and this Clause 26 shall apply as if such payment had at all times remained owing by the Purchaser; and

- (b) after a demand has been made by the Seller under this Clause 26 and until the amount demanded has been paid in full, the Seller may take such action as it thinks fit against the Purchaser to recover all sums due and payable to it under this Agreement, without affecting the obligations of the Purchaser Guarantor under this Clause 26.

26.9 The Purchaser Guarantor warrants to the Seller as of the Execution Date and as of the Completion Date in the terms of Clause 12.1(a) to 12.1(e) (inclusive) (with all references to “the Purchaser” deemed to be references to the “Purchaser Guarantor”).

## 27. Not Used

## 28. Potential Claims

28.1 Following Completion, upon the Purchaser or the Company becoming aware of a potential claim, action, demand or other matter (a “**Relevant Matter**”) which would or might give rise to a Claim in respect of a Warranty, undertaking or indemnity, the provisions of this Clause 28 shall apply.

28.2 If:

- (a) the Seller suffers an Insolvency Event; and
- (b) the Purchaser has commenced legal or arbitration proceedings against the Seller in respect of a Relevant Matter in accordance with Clause 28.1 (a “**Relevant Claim**”); and
- (c) it is determined or agreed in accordance with the terms of this Agreement that any part of the Deferred Contingent Consideration is due and payable,

then, the Purchaser may elect to retain any part of the Deferred Contingent Consideration which is equal to the amount of the Relevant Claim (the “**Retained Amount**”).

28.3 If the Retained Amount is less than the Deferred Contingent Consideration, the balance of the Deferred Contingent Consideration shall be payable by the Purchaser in accordance with Clause 4.7.

28.4 The Retained Amount shall be deposited into an interest-bearing cash deposit account in London (or such other jurisdiction as the Parties may agree in writing) (the “**Escrow Account**”) to be opened in the name of the Purchaser and the Seller with an escrow agent appointed jointly (and as soon as practicable) by the Seller and Purchaser (the **Escrow Agent**) on the terms and conditions as required by the Escrow Agent and otherwise to reflect the terms of this Agreement (the **Escrow Agreement**) for the purposes of holding and applying the Retained Amount and interest accruing thereon. The fees of the Escrow Agent shall be borne equally by the Seller and the Purchaser. The Purchaser and Seller shall use their respective reasonable commercial endeavours to execute the Escrow Agreement as soon as practicable following the election of the Purchaser to retain the Retained Amount under Clause 28.2 in order to establish the Escrow Account.

28.5 The Seller shall notify the Purchaser of any event referred to in Clause 28.2(a) as soon as reasonably practicable after the occurrence of the event.

28.6 If on (i) final determination of, or (ii) settlement by agreement between the Parties, of the Relevant Claim:

- (a) it is agreed or determined that the Relevant Claim is not payable to the Purchaser or that the amount of the Relevant Claim should be less than the Retained Amount:

- (i) the Purchaser and the Seller shall promptly give joint instructions to the Escrow Agent, and in any case within five (5) Business Days of the date of such agreement or determination, to pay (A) in the event that the Relevant Claim is not payable to the Purchaser, the whole of the monies standing to the credit of the Escrow Account in respect of such Relevant Claim (including any accrued interest thereon) from the Escrow Account to the Seller, or (B) in the event that the amount of the Relevant Claim is less than the Retained Amount, the portion of the Retained Amount that is in excess of the amount of the Relevant Claim (including any accrued interest thereon) from the Escrow Account to the Seller and the amount of the Relevant Claim, being the balance of the amount in the Escrow Account, (including any accrued interest thereon) from the Escrow Account to the Purchaser; and
  - (ii) the Purchaser shall pay, by electronic funds transfer in immediately available funds to the Seller's Designated Account (A) interest calculated at the Default Interest Rate on the amount of the Retained Amount or balance of the Retained Amount that is paid to the Seller in accordance with Clause 28.6(a)(i) above, calculated from the date on which such Retained Amount would have been due and payable to the Seller pursuant to Clause 4.7 up to (and including) the date such Retained Amount is received by the Seller in the Seller's Designated Account, and (B) to the extent that any costs are awarded in respect of such Relevant Claim to the Seller and the Purchaser has not paid such costs to the Seller within ten (10) Business Days of being notified of such award, an amount equal to such costs plus interest calculated at the Default Interest Rate from and including the date on which such award is issued to the Parties up to and including the actual date of payment; or
- (b) it is agreed or determined that the Relevant Claim is payable to the Purchaser:
- (i) the Purchaser and the Seller shall promptly give joint instructions to the Escrow Agent, and in any case within five (5) Business Days of the date of such agreement or determination, to pay the whole of the monies standing to the credit of the Escrow Account (including any accrued interest thereon) from the Escrow Account to the Purchaser; and
  - (ii) to the extent that any costs are awarded in respect of such Relevant Claim to the Purchaser and the Seller has not paid such costs to the Purchaser within ten (10) Business Days of being notified of such award, then the Purchaser may either (A) deduct from the next payment of Deferred Contingent Consideration the amount of such awarded costs plus interest calculated at the Default Rate from and including the date on which such award is issued to the Parties up to and including the actual date of payment or (B) demand payment from the Seller in accordance with the terms of this Agreement plus interest at the Default Interest Rate.

28.7 If the amount of a Relevant Claim under Clause 28.2 exceeds the Deferred Contingent Consideration that has been deposited into the Escrow Account (such amount being the "**Excess Amount**"), the Seller shall on final determination, or agreement of the Parties to the settlement of the Relevant Claim, remain liable, subject to the terms of this Agreement, for the Excess Amount plus, interest calculated at the Default Interest Rate from the date it is due to the date it is paid, and the Purchaser may elect to:

- (i) off-set the Excess Amount plus interest at the Default Interest Rate against any subsequent Deferred Contingent Consideration that is agreed or determined to be payable under this Agreement; and/or
- (ii) demand immediate payment from the Seller of the Excess Amount plus interest at the Default Interest Rate.

## **29. Confidentiality**

- 29.1 Save as expressly provided in Clause 29.3, the Seller shall and shall procure that each member of the Retained Group shall treat as confidential the provisions of the Transaction Documents, all information they possess relating to each Group Company and all information they have received or obtained relating to the Purchaser' Group as a result of negotiating or entering into the Transaction Documents.
- 29.2 Save as expressly provided in Clause 29.3, the Purchaser shall, and shall procure that each member of its Group shall, treat as confidential the provisions of the Transaction Documents and all information it has received or obtained about the Retained Group as a result of negotiating or entering into the Transaction Documents.
- 29.3 A Party may disclose, or permit the disclosure of, information which would otherwise be confidential if and to the extent that it:
- (a) is disclosed to Representatives of that Party or its Affiliates, if this is reasonably required in connection with this Agreement (and provided that such persons are required to treat that information as confidential);
  - (b) is required to do so by law or any securities exchange, or by compulsory process issued by any Governmental or Regulatory Authority or Taxation Authority;
  - (c) was already in the lawful possession of that Party or its Representatives without any obligation of confidentiality (as evidenced by written records);
  - (d) comes into the public domain other than as a result of a breach by a Party of this Clause 29;
  - (e) lawfully comes into the possession of that Party, its Affiliates or their Representatives from a third party that expressly represents that it has the right to disseminate such information at the time it is acquired by such Party; or
  - (f) receives prior written consent to the disclosure from the other Party,

provided that prior written notice of any confidential information to be disclosed pursuant to this Clause 29 shall be given to the other Parties at least five business days in advance of the disclosure and their reasonable comments taken into account in good faith.

- 29.4 The confidentiality restrictions in Clauses 29.1 to 29.3 shall continue to apply after the termination of this Agreement without limit in time.

## **30. Costs and expenses**

- 30.1 Each Party shall pay its own costs and expenses in relation to the negotiations leading up to the sale and purchase of the Shares and the preparation, execution and carrying into effect of this Agreement and the other Transaction Documents. Each Party shall bear and pay the costs and expenses of any advisers, consultants, investment bankers or other parties hired by it in connection with the transaction contemplated in this Agreement and the other Transaction Documents.
- 30.2 The Purchaser and Seller shall each bear fifty percent (50%) of all stamp duty, stamp duty reserve Tax or other documentary or transaction duties imposed by any Tax Authority of the Cayman Islands, arising as a result or in consequence of this Agreement (or any other Transaction Document) or of its implementation (including, but not limited to, any Registrar's fees related to the transfer of Shares envisaged in this Agreement). The Seller shall bear all relevant stamp duty, stamp duty reserve Tax or other documentary or transaction duties imposed by any Tax Authority and any other Tax, fee or cost imposed by the Tax Authority in Equatorial Guinea on the Seller or the Group Companies. The Purchaser shall bear all relevant stamp duty, stamp duty reserve Tax or other documentary or transaction duties imposed by any Tax Authority and any other Tax, fee or cost imposed by the Tax Authority in Equatorial Guinea on the Purchaser or its Affiliates. The Purchaser and the Seller shall each

bear fifty percent (50%) of all other regulatory costs or amounts agreed by the Parties to be paid to any Governmental or Regulatory Authority, in relation to the CEMAC Regulation.

### **31. Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts and shall be effective when each Party has executed and delivered a counterpart, provided that neither Party shall be bound to this Agreement until both Parties have executed a counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument. For purposes of assembling the counterparts into one document, both Parties are authorized to detach the signature page from one counterpart and attach it to a signed signature page of a counterpart. A manually signed copy of this Agreement delivered by facsimile, scan, email or other form of electronic communications shall be deemed to have the same legal effect as the delivery of an original signed copy or counterpart of this Agreement.

### **32. Severance and validity**

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

### **33. Variations**

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of the Parties.

### **34. Remedies and waivers**

34.1 No waiver of any right under this Agreement or any other Transaction Document shall be effective unless in writing. Unless expressly stated otherwise a waiver shall be effective only in the circumstances for which it is given.

34.2 No delay or omission by any Party in exercising any right or remedy provided by law or under this Agreement, except in relation to any right or remedy contained in Clause 11 (*Seller's Limitations on Liability*), shall constitute a waiver of such right or remedy.

34.3 The single or partial exercise of a right or remedy under this Agreement shall not preclude any other nor restrict any further exercise of any such right or remedy.

34.4 The rights and remedies provided in this Agreement are cumulative and do not exclude any rights or remedies provided by law except as otherwise expressly provided.

#### **34.5 No Double Recovery**

A Party shall not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once in respect of any one shortfall, damage, deficiency, breach or other set of circumstances which gives rise to one or more claim under this Agreement. For the purposes of this Clause 34.5, recovery by any Group Companies following Completion shall be deemed to be recovery by the Purchaser.

#### 34.6 **Exclusion of Limitations**

Nothing in this Agreement shall apply to limit a claim under this Agreement that arises or is delayed as a result of fraud or Wilful Misconduct by a Party, any other member of a Group, the Retained Group or any Group Company or any of their respective officers or employees.

#### 34.7 **Consequential Loss**

34.8 Notwithstanding anything to the contrary contained in this Agreement, in no event shall a Party be liable to another Party for any claims for liabilities for any actual or expected:

- (a) indirect or consequential loss of profits;
- (b) loss of revenue, loss of goodwill, loss of opportunity, or loss of business, in each case that are indirect or consequential; or
- (c) any other special, indirect or consequential loss.

### 35. **Third party rights**

35.1 Save as expressly provided in Clause 35.2, a person who is not a Party or its successor or permitted assignee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement.

35.2 Clauses 9 (*Post-completion covenants*), 10 (*Seller's warranties*), 12 (*Purchaser's warranties and undertakings*), 13 (*Environmental indemnity*), 18.2 (*Access*), 20 (*Assurance*), 25 (*Announcements*) and 29 (*Confidentiality*) are intended to benefit members of the Retained Group and Clause 23 (*Entire agreement*) is intended to benefit a Party's Related Persons, and each such Clause shall be enforceable by any of them under the Contracts (Rights of Third Parties) Act 1999, subject to the other terms and conditions of this Agreement.

35.3 The Parties may amend or vary this Agreement in accordance with its terms without the consent of any other person.

### 36. **Governing law and jurisdiction**

36.1 This Agreement, including any non-contractual obligations arising out of or in connection with this Agreement and any and all other agreements and instruments executed and other documents delivered pursuant hereto, are governed by and shall be construed in accordance with English law.

36.2 The Parties agree that any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement (including a claim, dispute or difference regarding its existence, termination or validity or any non-contractual obligations arising out of or in connection with this Agreement) (a "**Dispute**"), shall be referred to and finally settled by arbitration in accordance with the London Court of International Arbitration ("**LCIA**") Rules (the "**Rules**") as in force at the date of this Agreement and as modified by this Clause, which Rules shall be deemed incorporated into this Clause. The number of arbitrators shall be three, one of whom shall be nominated by the claimant(s), one by the respondent(s) and the third of whom, who shall act as presiding arbitrator shall be nominated by the two party-nominated arbitrators, provided that if the third arbitrator has not been nominated within thirty days of the nomination of the second party-nominated arbitrator, such third arbitrator shall be appointed by the LCIA Court. The seat of arbitration shall be London, England and the language of arbitration shall be English. Sections 45 and 69 of the Arbitration Act 1996 shall not apply. The Emergency Arbitrator provisions in Article 9B of the Rules shall not apply. Notwithstanding any inconsistencies with the Rules, a Request for Arbitration must be served on all other Parties to the dispute in accordance with Clause 24 (*Notices*) of this Agreement.

36.3 In order to facilitate the comprehensive resolution of related disputes, all claims between any of the Parties that arise out of or in connection with this Agreement any other Transfer

Document or other instrument executed pursuant to this Agreement, or any of the Assets Documents may be brought in a single arbitration. Upon the request of any Party to an arbitration commenced pursuant to Clause 36.2 (an “**Arbitration**”), the arbitral tribunal shall consolidate the Arbitration with any other arbitration proceeding relating to this Agreement, any other Transfer Document or other instrument executed pursuant to this Agreement, or to any of the Assets Documents, and in respect of which the arbitral tribunal was constituted after the constitution of the arbitral tribunal in the Arbitration, if either:

- (a) all parties concerned agree; or
- (b) the arbitral tribunal determines that (i) there are issues of fact or law common to the two proceedings so that a consolidated proceeding would be more efficient than separate proceedings; and (ii) no party would be prejudiced as a result of such consolidation through undue delay or otherwise.

In the event of an order for consolidation, (i) where the parties in the two proceedings are identical, the tribunal constituted first in time shall serve as the arbitral tribunal for the consolidated arbitration and (ii) where the parties in the two proceedings are not identical, a new arbitral tribunal for the consolidated arbitration shall be constituted in accordance with the provisions of Clause 36.2. Where a new tribunal is so constituted, for the avoidance of doubt, any rulings, directions or orders made by the arbitral tribunal constituted first in time, with the exception of outstanding orders for costs, will be of no effect. For the purpose of the constitution of the arbitral tribunal under this provision, and without prejudice to any party’s rights under applicable limitation periods, the consolidated arbitration will be considered to have been commenced on the date of receipt by all the parties of the order for consolidation.

- 36.4 The Parties agree that before the constitution of the arbitral tribunal, any party to an Arbitration may effect joinder by serving notice on any party to this Agreement, the Transfer Documents or any instrument executed pursuant to this Agreement, or any one of the Assets Documents whom it seeks to join, provided that such notice is also sent to all other parties to the Arbitration and the LCIA Court within 30 days of service of the Request for Arbitration. The joined party will become a claimant or respondent party (as appropriate) in the Arbitration and participate in the arbitrator appointment process in Clause 36.2.
- 36.5 The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement.
- 36.6 The Parties irrevocably submit to the non-exclusive jurisdiction of the courts of England to support any arbitration pursuant to this Clause 36 including, if necessary, the grant of interlocutory relief.
- 36.7 The Purchaser and Purchaser Guarantor hereby irrevocably authorises and appoints Panoro Energy Limited of 78 Brook Street, London W1K 5EF to accept on its behalf service of all legal process arising out of or in connection with any proceedings before the courts of England and Wales in connection with this Agreement.
- 36.8 The Seller hereby irrevocably authorises and appoints Kosmos Energy LLC of 10 Stratton Street, London W1J 8LG, United Kingdom, who has agreed in writing to accept such appointment, to accept on its behalf service of all legal process arising out of or in connection with any proceedings before the courts of England and Wales in connection with this Agreement.

**In Witness Whereof** each Party has executed this Agreement or caused this Agreement to be executed by its duly authorised representatives.

## Schedule 1

### (Details of the Group Companies)

#### Part 1 (Details of the Company)

- |    |  |   |   |
|----|--|---|---|
| 1. | Company name                                     | : | Kosmos International Petroleum, Inc.  |
| 1. | Date of incorporation and place of incorporation | : | 30 October 2018, Cayman Islands   |
| 1. | Registration number                              | : | [***]   |
| 1. | Registered office address                        | : | Fourth Floor, Century Yard, Cricket Square<br>Elgin Avenue, P.O. Box 32322<br>George Town, KY1-1209<br>Grand Cayman, Cayman Islands |
| 1. |  |   |   |
| 2. | Type of company                                  | : | Exempted company with limited liability   |
| 1. | Authorised share capital                         | : | USD \$50,000 consisting of 50,000 ordinary shares with a nominal value of USD \$1 each  |
| 1. | Shareholding of the Seller                       | : | Indirect holding 100% and on completion of the Reorganisation a direct legal holding of 100%  |
| 1. | Shareholder – number of issued shares            | : | Seller – one (1) ordinary share with a nominal value of USD \$1 each (subject to Clause 5.6)  |
| 1. | Directors  | : | [***]   |

**Part 2**  
**(Details of the Subsidiary)**

1.	Company name	1.	:	1.	Kosmos Equatorial Guinea, Inc.
1.	Date of incorporation and place of incorporation	1.	:	1.	30 October 2018, Cayman Islands
1.	Registration number	1.	:	1.	[***]
1.	Registered office address	1.	:	1.	Fourth Floor, Century Yard, Cricket Square Elgin Avenue, P.O. Box 32322 2. George Town, KY1-1209, Grand Cayman, Cayman Islands
1.		1.	:	1.	
2.	Type of company	2.	:	2.	Exempted company with limited liability
1.	Authorised share capital	1.	:	1.	USD \$50,000 divided into 50,000 ordinary shares with a nominal value of USD \$1 each
1.	Shareholding of the Company	1.	:	1.	100%
1.	Shareholder – number of issued shares	1.	:	1.	Company – one (1) ordinary share with a nominal value of USD \$1 each
1.	Directors	1.	:	1.	[***]

1.

## Schedule 2

### (Completion Arrangements)

#### Part 1 (Seller's Obligations)

At Completion, the Seller shall:

1. execute and deliver to the Purchaser counterparts of the Transaction Documents to be executed by the Seller at Completion and procure the execution and delivery of those Transaction Documents (if any) to which a member of the Retained Group or a related person or the Company is a party; and
2. deliver to the Purchaser:
  - 2.1 **Accounts**
    - 2.1 a copy of the Initial Statement of Accounts;
    - 2.2 execute and deliver to the Purchaser board minutes in respect of each Group Company and any bank mandate form to change the signatories to any Group Company Bank Account;

#### Authorisations

- 2.3 a certified copy of each power of attorney under which any document to be delivered to the Purchaser has been executed (if any);
- 2.4 a copy of the minutes of the meeting of the board of directors (and, where required under applicable law or the relevant entity's constitutional documents, of the members) of the Seller, the Company and the Subsidiary (or its equivalent) duly authorising: (x) the execution of this Agreement and other Transaction Documents to which each is a party; and (y) the matters contemplated by this Agreement and the Transaction Document to which each is party (including, without limitation, (i) the transfer of one hundred percent (100%) of the Shares from the Seller to the Purchaser; (ii) the issue of a share certificate in the name of the Purchaser in respect of one hundred percent (100%) of the Shares relating to individually numbered shares; (iii) the changes in the Company's and the Subsidiary's directors (and for this purpose the Purchaser shall notify the Seller of the incoming directors no later than ten Business Days prior to Completion); and (iv) the change in the Company's and the Subsidiary's registered office)
- 2.5 a copy of the acceptance of the process server;

#### Director and Officer Documents

- 2.6 letters of resignation signed by all the directors of the Company and of the Subsidiary, substantially in the form of Schedule 4 (*Form of Resignation Letter*) (the "**Outgoing Directors and Officers**");
- 2.7 a certified copy (certified by the registered office service provider of the Company) of the register of directors and officers of the Company maintained by (or on behalf of) the Company as updated to record the registration therein, as at Completion, of (x) the resignation of the Outgoing Directors and Officers of the Company and (y) the appointment of each Director and each Officer to the Company nominated by the Purchaser;
- 2.8 a certified copy (certified by the registered office service provider of the Subsidiary) of the register of directors and officers of the Subsidiary maintained by (or on behalf of) the Subsidiary as updated to record the registration therein, as at Completion, of (x) the resignation of the Outgoing Directors and Officers of the Subsidiary and (y) the appointment of each Director and each Officer to the Subsidiary nominated by the Purchaser;

## 2.9 Registered Office Documents

- 2.10 evidence that the registered office of the Company and the Subsidiary have been changed from their existing location to such registered office(s) (located in the Cayman Islands) as the Purchaser shall notify the Seller in writing no later than ten Business Days prior to Completion;

## Register of Mortgages and Charges

- 2.11 a certified copy (certified by the registered office service provider of the Company or the Subsidiary, as applicable) of the register of mortgages and charges of the Company and of the Subsidiary;

## Share Documents

- 2.12 a copy of the share transfer instruments executed by the Seller for the purposes of transferring one hundred percent (100%) of the Shares to the Purchaser' share account;
- 2.13 each share certificate as previously issued in the name of the Seller in respect of the Shares, each such share certificate being duly cancelled;
- 2.14 a share certificate in the name of the Purchaser in respect of one hundred percent (100%) of the Shares;
- 2.15 a certified copy (certified by the registered office service provider of the Company) of the register of members of the Company maintained by (or on behalf of) the Company as updated to record the registration therein, as at Completion, of the transfer of one hundred percent (100%) of the Shares from the Seller to the Purchaser;
- 2.16 a share certificate in the name of the Company in respect of one hundred percent (100%) of the Subsidiary Shares;
- 2.17 a certified copy (certified by the registered office service provider of the Subsidiary) of the register of members of the Subsidiary maintained by (or on behalf of) the Subsidiary recording the registration of the Company as the holder of one hundred percent (100%) of the Subsidiary Shares.

The Seller shall, as soon as reasonably practicable following Completion but no later than 5:00 p.m. (local time in the Cayman Islands) on the Completion Date, deliver to the new registered office of the Company and the Subsidiary as notified to the Seller in accordance with paragraph 2.7 above:

1. originals of the registers referred to in paragraphs 2.5, 2.6, 2.8, 2.12 and 2.14 above;
2. the certificate of incorporation of the Company and of the Subsidiary;
3. each certificate of incorporation on change of name of the Company and of the Subsidiary;
4. the memorandum of association of the Company and of the Subsidiary;
5. the articles of association of the Company and of the Subsidiary;
6. a certificate of good standing in respect of the Company and of the Subsidiary to be dated within twenty (20) days of Completion or such other date as is nominated by the Purchaser;
7. the minutes of all meetings of, and all resolutions consented to by, the directors, members, committees of directors and committees of members of the Company and of the Subsidiary;
8. the tax exemption certificate of the Company and of the Subsidiary; and
9. all common seal(s) of the Company and of the Subsidiary.

**Part 2**  
**(Purchaser's Obligations)**

At Completion, the Purchaser shall:

1. procure that one hundred percent (100%) of the Initial Adjusted Consideration shall be transferred to the Seller's Designated Account by wire transfer in immediately available cleared funds and shall deliver to the Seller SWIFT confirmations (in a form satisfactory to the Seller) that the payment of the above stated amount has been made pursuant to this Agreement;
2. execute and deliver to the Seller the Transaction Documents to be signed by it or any relevant member of its Group or a Related Person;
3. deliver to the Seller:
  - 3.1 a copy of the minutes of the meeting of the board of directors of it and the Purchaser Guarantor (or the equivalent of the board of directors) and any other necessary corporate approvals authorising its execution of this Agreement and other Transaction Documents to which each is a party;
  - 3.2 a certified copy of each power of attorney under which any document to be delivered to the Seller has been executed by it (if any); and
  - 3.3 a copy of the share transfer instructions executed by it for the purpose of transferring one hundred percent (100%) of the Shares to its share account.
- 3.4

## Schedule 3

### (Seller's Limitations on Liability)

#### 1. Purchaser' Knowledge

- 1.1 The Seller shall not be liable to the Purchaser in respect of a Claim (other than a Claim for breach of a Title Warranty) to the extent that the facts and circumstances giving rise to such Claim were:
- (a) Disclosed before the execution of this Agreement or, in respect of matters arising between execution of this Agreement and Completion, Disclosed before Completion; or
  - (b) otherwise known at the date of this Agreement by the Purchaser or any member of its Group solely through its holding of a participating interest under the JOA.
- 1.2 If the Purchaser (or any member of its Group or any of their respective Representatives) becomes aware of a matter which might reasonably give rise to a Claim, the Seller shall not be liable to that Purchaser in respect of it unless written notice of all relevant facts is given by that Purchaser to the Seller as soon as practicable following their so becoming aware and in any event within thirty (30) days of such event. If the matter is capable of remedy, the Purchaser shall only be entitled to compensation if the matter is not remedied within thirty (30) days after the date on which such notice given to the Seller.

#### 2. Limitations on Quantum

- 2.1 The liability of the Seller in respect of any Claim:
- (a) shall not arise unless and until the amount of such Claim exceeds [\*\*\*] (in which case the liability of the Seller shall be for the full amount of the Claim);
  - (b) shall not arise unless and until the amount of all Claims (other than in respect of Title Warranties) for which it would, in the absence of this provision, be liable exceeds [\*\*\*]; and
  - (c) shall not (when aggregated with the amount of all other Claims under the Warranties other than Title Warranties, Anti-Bribery Warranties and Indemnities) exceed [\*\*\*];
  - (d) shall not (when aggregated with the amount of all other Claims under the Title Warranties, Anti-Bribery Warranties or under any Indemnity), exceed [\*\*\*] of the Consideration (to the extent received by the Seller).

#### 3. Time Limits

- 3.1 The Seller shall not be liable in respect of any Claim (other than in respect of a Tax Warranty, an Anti-Bribery Warranty or an Indemnity) unless written notice containing full details of such Claim is given by or on behalf of the Purchaser to the Seller by no later than [\*\*\*] from the Completion Date provided that any such Claim shall (if not previously satisfied, settled or withdrawn) be deemed to have been withdrawn and the Seller shall have no liability for such Claim unless arbitration proceedings in respect of it have been properly issued and validly served within [\*\*\*] of such written notice being given to the Seller.
- 3.2 The Seller shall not be liable for a Claim in respect of any Tax Warranty, Anti-Bribery Warranty or any Indemnity unless written notice containing full details of such Claim is given by or on behalf of the Purchaser to the Seller by no later than [\*\*\*] from the Completion Date provided that any such Claim shall (if not previously satisfied, settled or withdrawn) be deemed to have been withdrawn and the Seller shall have no liability for such Claim unless arbitration proceedings in respect of it have been properly commenced within [\*\*\*] of such written notice being given to the Seller.

4. **Allowances, Provisions or Reserves**

4.1 The Seller shall not be liable for any Claim to the extent that allowance, provision or reserve has been made in the Accounts for the matter giving rise to such Claim (but only to the extent of such allowance, provision or reserve).

5. **Contingent Liability**

The Seller shall not be liable for any Claim based upon a liability which is contingent unless and until such contingent liability becomes an actual liability.

6. **Retrospective Legislation**

7. The Seller shall not be liable for any Claim to the extent that the Claim arises (or is increased) as a result of any change in any legislation or any change in the practice (including the withdrawal of any extra-statutory concession) of any Tax Authority or in the judicial interpretation of the law on or after the Completion Date.

8. **Voluntary Acts or Omissions**

The Seller shall not be liable to the Purchaser for any Claim to the extent that Claim arises or increases directly or indirectly as a result of any voluntary act or omission of any member of that Purchaser's Group (including, following Completion, the Group Companies) after the Completion Date (but only to the extent of such increase in the Claim).

9. **Cease in Ownership**

The Seller shall not be liable to the Purchaser for any Claim arising out of an event, matter, circumstance, act or omission in respect of the Group Companies which occurs after such Group Companies have ceased to be subsidiaries of the Purchaser or of any other member of its Group.

10. **Reliefs**

The Seller shall not be liable for that part of any Claim to the extent that any Tax relief or other deduction arising before Completion is available (or would be available upon the making of a Claim by the relevant Group Company) to reduce or otherwise mitigate the liability of the Group Company which is the subject of such Claim.

11. **Duty to Mitigate**

The Purchaser shall mitigate any loss or damage which it may suffer as a result of a breach by the Seller of this Agreement.

12. **Loss Otherwise Compensated**

12.1 The Seller shall not be liable to the Purchaser for any Claim to the extent that:

- (a) the matter giving rise to such Claim has been (or is capable of being) made good or is (or is capable of being) otherwise compensated for without Liability to the Purchaser; or
- (b) the Claim is recovered under any insurance policy.

12.2 In assessing a Claim, corresponding savings by, or net benefits to, the Purchaser's Group shall be taken into account (including the amount by which Taxation is actually saved as a result of the Loss which is the subject of the Claim).

13. **Recovery from Third Parties**

Where the Purchaser is entitled to recover from any other person an amount in respect of any matter relating to a Claim, the Purchaser shall promptly notify the Seller in writing and use its reasonable endeavours to recover such amount. The Purchaser shall keep the Seller fully informed of the progress of such recovery and shall provide copies of all relevant correspondence and documentation. Upon recovery of such amount the Purchaser shall:

- 13.1 deduct the full amount from the Claim, less any costs and expenses incurred by the Purchaser or any Affiliate in undertaking the recovery (if the entitlement of the Purchaser to recover arose before payment is made by the Seller under the Claim); or
- 13.2 repay to the Seller the lesser of such amount paid by the Seller to the Purchaser under the Claim or the full amount recovered by that Purchaser less any costs and expenses incurred by the Purchaser or any Affiliate in undertaking the recovery (if the entitlement to recover arose after payment had been made by the Seller under the Claim).

14. **Conduct of Claims**

If the Purchaser or any member of its Group becomes aware of any matter which may result in a claim being brought against it by another person (a “**Third Party Claim**”) which may lead to a Claim, the Purchaser shall and shall procure that each member of its Group shall:

- 14.1 make no admission of liability or settle or compromise the Third Party Claim without the prior consent in writing of the Seller such consent not to be unreasonably withheld or delayed;
- 14.2 for the duration of the Third Party Claim keep the Seller reasonably informed of all material developments in relation to the Third Party Claim within its knowledge (including reasonable access to premises and personnel and the right to examine and copy at the Seller’s costs and expense all relevant documents and records);
- 14.3 subject to the Purchaser to its reasonable satisfaction being indemnified by the Seller against all reasonable costs which may be incurred by reason of such action, the Purchaser shall consult with and follow the instructions of the Seller in relation to all matters connected with the Third Party Claim and take all such action as the Seller may reasonably request in relation to the Third Party Claim, including commencing, conducting, defending, resisting, settling, compromising or appealing against any proceedings; and
- 14.4 subject to paragraph 13.5, permit the Seller at its own cost and expense to have sole conduct of the Third Party Claim and permit the Seller to take such action as it decides is necessary at any time and in its sole discretion to avoid, defend, dispute, mitigate, appeal, settle or compromise the Third Party Claim.
- 14.5 The Seller shall not be entitled to take sole conduct of a Third Party Claim in accordance with paragraph 13.4 to the extent such Third Party Claim has been brought against the Purchaser or Group Company by the Equatorial Guinean Government or any Governmental or Regulatory Authority of the Republic of Equatorial Guinea, save that where such Third Party Claim has been brought by a Tax Authority or an Environmental authority the Seller and the Purchaser shall:
  - (a) ensure that the other Parties are kept fully informed of the progress of any such Third Party Claim;
  - (b) ensure that the other Parties receive copies of, or extracts from, all material written correspondence to or from any relevant Governmental or Tax Authority or Environmental authority which has brought the relevant Third Party Claim; and
  - (c) consult with each other (in good faith and from time to time) as to the appropriate steps to be taken in relation to the conduct of any such Third Party Claim including any decision to avoid, defend, dispute, mitigate, appeal, settle or compromise the Third Party Claim (provided that in circumstances where there is any disagreement between the Seller and the Purchaser (each acting reasonably) with regard to any step

proposed to be taken in relation to the conduct of such a Third Party Claim, the Purchaser shall be entitled to take, or procure that there is taken, such step as they consider to be appropriate).

15. **Purchaser's diligence**

15.1 The Purchaser acknowledges that it is an experienced, sophisticated buyer and has conducted its own investigation with respect to the acquisition of the Group Companies.

**Schedule 4**

**(Form of Resignation Letter)**

To: Kosmos International Petroleum, Inc.  
Kosmos Equatorial Guinea, Inc.

Address: Fourth Floor, Century Yard  
Cricket Square, Elgin Avenue  
P.O. Box 32322  
George Town, KY1-1209  
Grand Cayman, Cayman Islands

[ ] 202\_

Dear Sirs,

I, [●] hereby resign as a Director and (if appointed as officer) officer of Kosmos International Petroleum, Inc., (registration number 344316) and Kosmos Equatorial Guinea, Inc. (registration number 344326), each having its registered office at Fourth Floor, Century Yard, Cricket Square, Elgin Avenue, P.O. Box 32322, George Town, KY1-1209, Grand Cayman, Cayman Islands (the “Companies”) with immediate effect.

I acknowledge that I have no claim whatsoever against the Companies in respect of fees, remuneration, expenses, compensation for loss of office, or otherwise arising from my resignation as a director and officer of the Companies. To the extent that any such claim exists or may exist, I irrevocably and unconditionally waive such claim and release the Companies from any liability in respect thereof. I confirm that no arrangement is outstanding under which the Companies have or may have any obligation to me.

This deed and all contractual and non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

In witness whereof, this letter is executed as a deed on the date first mentioned.

**EXECUTED** as a **DEED** by

[Name of director]

in the presence of: .....

.....

Witness  
Name  
Address  
Occupation

## Schedule 5

### Part 1 (Initial Statement of Accounts Form)

	<b>Clause</b>	<b>Total</b>
		<b>US\$</b>
<b>Initial Consideration</b>	4.1	x
<b>Cash Calls issued and paid</b>	4.3(a)	x
<b>Cargo proceeds received</b>	4.3(b)	(x)
<b>Amounts paid for benefit of Group Company subject to limitations</b>	4.3(c)	x
<b>Amounts paid for insurance premium costs, subject to limitations</b>	4.3(d)	x
<b>Working Capital Amount</b>	4.3(e)	(x)
<b>Leakage other than Permitted Leakage</b>	4.3(f)	(x)
<b>Interest</b>	4.3(g)	(x)
<b>Initial Adjusted Consideration Due at Completion</b>		<hr/> <b>X</b>

**Part 2**  
**(Final Statement of Accounts Form)**

	Clause	US\$
<b>Initial Consideration</b>	4.1	X
<b>Cash Calls issued and paid</b>	4.3(a)	x
<b>Cargo proceeds received</b>	4.3(b)	(x)
<b>Amounts paid for benefit of Group Company subject to limitations</b>	4.3(c)	x
<b>Amounts paid for insurance premium costs, subject to limitations</b>	4.3(d)	x
<b>Working Capital Amount</b>	4.3(e)	(x)
<b>Leakage other than Permitted Leakage</b>	4.3(f)	(x)
<b>Interest</b>	4.3(g)	x
<b>Final Adjusted Consideration as per Final Statement of Accounts</b>		<hr style="width: 100%; border: 1px solid black;"/> X
<b>Less Initial Adjusted Consideration Paid at Completion</b>	4.3	(x)
<b>Final Settlement Amount</b>	4.6	<hr style="width: 100%; border: 1px solid black;"/> x
<b>Final Adjusted Consideration to/(from) Seller</b>	4.6	<hr style="width: 100%; border: 1px solid black;"/> X

## **Schedule 6**

### **(Senior Managers)**

[\*\*\*] (currently Senior Vice President, Equatorial Guinea Business Unit, Kosmos Energy)

[\*\*\*] (Vice President and Country Manager, Kosmos Energy Equatorial Guinea)

[\*\*\*] (Vice President Tax, Kosmos Energy)

[\*\*\*] (Vice President and Chief Accounting Officer, Kosmos Energy)

## Schedule 7

### Working Capital Adjustment

Working Capital Amount shall comprise of the following items:

Items	USD amount
(+) Cash (to the extent held within Group Company Bank Accounts at YE2025)	[**]
(-) 50% on Cost of dispute settlement and costs incurred prior to Execution Date on Island Drilling	[***]
(-) Overlift Entitlement inventory position of [***] Barrels valued at the price of last sold cargo immediately prior to the Economic Date	[***]
(+) 2025 prepaid minimum Tax	[***]
(-) Accruals of YE 2024 Liabilities payable	0
(-) One time exceptional fixed contribution	[***]
<b>TOTAL WORKING CAPITAL AMOUNT</b>	<b>([**])</b>

### Part 1

## **Schedule 8 (Affiliate Contract)**

1. Technical, Management and Administrative Services Agreement dated October 30, 2018 by and between Kosmos Equatorial Guinea, Inc. and Kosmos Energy LLC.
2. Any payments properly due and payable by the Group Companies to either the Seller or any of its Affiliates (as applicable) in respect of general and administrative costs, actual time writing costs, and other costs, including in respect of any insurance costs, incurred by the Seller or any of its other Affiliates (as applicable) and made in the Ordinary Course of Business and in accordance with past practice.

3.

**Signed** for and on behalf  
of **KOSMOS ENERGY OPERATING**

/s/ Mazine Kessaissia  
Authorised signatory

**Signed** for and on behalf  
of **PANORO ENERGY BLOCK G LIMITED**

/s/ Julien Balkany  
Authorised signatory

**Signed** for and on behalf  
of **PANORO ENERGY ASA**

/s/ Julien Balkany  
Authorised signatory

**BOND TERMS**

**FOR**

**Kosmos Energy GTA Holdings 11.25% senior secured USD 550,000,000 bonds 2026/2031**

**ISIN NO 0013712281**

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<b>BOND TERMS between</b>	
ISSUER:	Kosmos Energy GTA Holdings, an exempted company incorporated with limited liability in the Cayman Islands, with registration number 427878 and LEI-code 984500ABK08A8BAAHB84; and
BOND TRUSTEE:	Nordic Trustee AS, a company existing under the laws of Norway with registration number 963 342 624 and LEI-code 549300XAKTM2BMKIPT85.
DATED:	27 January 2026
These Bond Terms shall remain in effect for so long as any Bonds remain outstanding.	

## 1. INTERPRETATION

### 1. Definitions

The following terms will have the following meanings:

“**Acceptable Bank**” means a bank or financial institution which has a rating for its long-term unsecured, unsubordinated and non-credit-enhanced debt obligations of BBB or higher by Standard & Poor’s Rating Services or Fitch Ratings Ltd or Baa2 or higher by Moody’s Investors Service Limited (and where the highest rating shall be used in case of multiple ratings) or a comparable rating from an internationally recognised credit rating agency or (ii) such other bank or financial institution reasonably acceptable to the Bond Trustee.

“**Accounting Standard**” means GAAP.

“**Accounts**” means each of the bank accounts of any Issuer Group Company.

“**Additional Bonds**” means the debt instruments issued under a Tap Issue.

“**Affiliate**” means, in relation to any person:

- (a) any person which is a Subsidiary of that person;
- (b) any person with Decisive Influence over that person (directly or indirectly); and
- (c) any person which is a Subsidiary of an entity with Decisive Influence over that person (directly or indirectly).

“**Annual Financial Statements**” means the audited consolidated annual financial statements of each of the Ultimate Parent and the Issuer for the financial years ending 31 December 2025 and any subsequent financial year, prepared in accordance with the Accounting Standard,

such financial statements to include a profit and loss account, balance sheet, cash flow statement and report of the board of directors.

“**Asset Coverage Ratio**” means the ratio of Reserve Value to Net Debt.

“**Attachment**” means any schedule, appendix or other attachment to these Bond Terms.

“**Bond Currency**” means the currency in which the Bonds are denominated, as set out in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*).

“**Bond Terms**” means these terms and conditions, including all Attachments which form an integrated part of these Bond Terms, in each case as amended and/or supplemented from time to time.

“**Bond Trustee**” means the company designated as such in the preamble to these Bond Terms, or any successor, acting for and on behalf of the Bondholders in accordance with these Bond Terms.

“**Bondholder**” means a person who is registered in the CSD as directly registered owner or nominee holder of a Bond, subject however to Clause 3.3 (*Bondholders’ rights*).

“**Bondholders’ Meeting**” means a meeting of Bondholders as set out in Clause 15 (*Bondholders’ Decisions*).

“**Bonds**” means (a) the debt instruments issued by the Issuer pursuant to these Bond Terms, including any Additional Bonds, and (b) any overdue and unpaid principal which has been issued under a separate ISIN in accordance with the regulations of the CSD from time to time.

“**Business Day**” means a day on which both the relevant CSD settlement system is open, and the relevant settlement system for the Bond Currency is open.

“**Business Day Convention**” means that if the last day of any Interest Period originally falls on a day that is not a Business Day, no adjustment will be made to the Interest Period.

“**Call Notice**” has the meaning ascribed to such term in paragraph (c) of Clause 10.2 (*Voluntary early redemption – Call Option*).

“**Call Option**” has the meaning ascribed to such term in paragraph (a) of Clause 10.2 (*Voluntary early redemption – Call Option*).

“**Call Option Repayment Date**” means the settlement date for the Call Option determined by the Issuer pursuant to Clause 10.2 (*Voluntary early redemption – Call Option*), paragraph (d) of Clause 10.3 (*Mandatory repurchase due to a Put Option Event*) or a date agreed upon between the Bond Trustee and the Issuer in connection with such redemption of Bonds.

“**Cash and Cash Equivalents**” means the at any time equivalent USD amount of the aggregate current market value of:

- (a) cash in hand or amounts standing to the credit of any current and/or on deposit accounts with an Acceptable Bank; and

- (b) time deposits with Acceptable Banks and certificates of deposit issued, and bills of exchange accepted, by an Acceptable Bank,

in each case to which an Issuer Group Company is beneficially entitled at the time and to which an Issuer Group Company has free and unrestricted access, and which is not subject to Security (other than Transaction Security).

“**Change of Control Event**” means:

- (a) if a person or group of persons acting in concert gains Decisive Influence over the Ultimate Parent; or
- (b) if the Ultimate Parent ceases to beneficially (directly or indirectly) own and control 100 per cent. of the aggregate issued share capital of the Issuer.

“**Closing Procedure**” has the meaning ascribed to such term in paragraph (c) of Clause 6.1 (*Conditions precedent for disbursement to the Issuer*).

“**Compliance Certificate**” means a statement substantially in the form as set out in Attachment 1 hereto.

“**CSD**” means the central securities depository in which the Bonds are registered, being Euronext Securities Oslo (Verdipapirsentralen ASA (VPS)).

“**Decisive Influence**” means a person having, as a result of an agreement or through the ownership of shares or interests in another person (directly or indirectly):

- (a) more than 50.00 per cent. of the voting rights in that other person; or
- (b) a right to elect or remove a majority of the members of the board of directors of that other person.

“**Default Notice**” has the meaning ascribed to such term in Clause 14.2 (*Acceleration of the Bonds*).

“**Default Repayment Date**” means the settlement date set out by the Bond Trustee in a Default Notice requesting early redemption of the Bonds.

“**Distribution**” means, in respect of the relevant entity, (a) any declaration, making or payment of any dividend or other distribution on or in respect of any of its shares, (b) any redemption, repurchase, defeasance, retirement or repayment of its share capital, and (c) any prepayment or repayment of any Subordinated Loan or any payment of any interest, fee, charge or premium accrued in respect thereof (other than through adding such amounts to the principal amount).

“**Escrow Account**” means an account in the name of the Issuer, blocked (or otherwise restricted, as determined by the Bond Trustee) so that no withdrawals can be made therefrom without the Bond Trustee’s prior written consent and pledged on first priority in favour of the Bond Trustee (on behalf of the Bondholders) as security for the Issuer’s obligations under the Finance Documents with an Acceptable Bank in Norway or with Nordic Trustee Services AS.

“**Escrow Account Pledge**” means the pledge over the Escrow Account, where the bank operating the account has waived any set-off rights.

“**Event of Default**” means any of the events or circumstances specified in Clause 14.1 (*Events of Default*).

“**Exchange**” means:

- (a) Nordic ABM a self-regulated marketplace organised and operated by Euronext Oslo Børs; or
- (b) any regulated market as such term is understood in accordance with the Markets in Financial Instruments Directive 2014/65/EU (MiFID II) and Regulation (EU) No. 600/2014 on markets in financial instruments (MiFIR).

“**Exempted Accounts**” means:

- (a) each withholding account or other tax deduction account (provided that such account shall only hold the withholding amount or tax deduction amount);
- (b) each cash collateral bank account permitted under these Bond Terms (provided that such account shall only hold the cash collateral amount);
- (c) any bank account which cannot be pledged because of a prohibition imposed by law or by the relevant account bank; and
- (d) any bank account which cannot be pledged without restricting the bank account holder’s access or rights to operate the account (for as long as no Event of Default is continuing).

“**Existing Ultimate Parent Notes**” means the Ultimate Parent’s 7.750% Senior Notes due in 2027.

“**Fee Agreement**” means the agreement entered into between the Issuer and the Bond Trustee relating, among other things, to the fees to be paid by the Issuer to the Bond Trustee for the services provided by the Bond Trustee relating to the Bonds.

“**Finance Documents**” means these Bond Terms, the Fee Agreement, any Transaction Security Document, the Intercreditor Agreement, the Subordination Deed and any other document designated by the Issuer and the Bond Trustee as a Finance Document.

“**Financial Indebtedness**” means any indebtedness for or in respect of:

- (a) moneys borrowed (and debit balances at banks or other financial institutions);
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument, including the Bonds;

- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Standard, be capitalised as an asset and booked as a corresponding liability in the balance sheet;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis provided that the requirements for de-recognition under the Accounting Standard are met);
- (f) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price and, when calculating the value of any derivative transaction, only the mark to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount shall be taken into account);
- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability of a person which is not an Issuer Group Company which liability would fall within one of the other paragraphs of this definition;
- (h) any amount raised by the issue of redeemable shares which are redeemable (other than at the option of the Issuer) before the Maturity Date or are otherwise classified as borrowings under the Accounting Standard;
- (i) any amount of any liability under an advance or deferred purchase agreement, if (a) the primary reason behind entering into the agreement is to raise finance or (b) the agreement is in respect of the supply of assets or services and payment is due more than 120 calendar days after the date of supply;
- (j) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing or otherwise being classified as a borrowing under the Accounting Standard; and
- (k) without double counting, the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above.

“**Financial Reports**” means the Annual Financial Statements and the Interim Accounts.

“**Financial Support**” means any loans, guarantees or other financial assistance (whether actual or contingent).

“**First Call Date**” means the Interest Payment Date occurring on 29 July 2028.

“**First Call Price**” has the meaning ascribed to such term in paragraph (a) (ii) of Clause 10.2 (*Voluntary early redemption - Call Option*).

“**FPSO**” means the current floating production, storage and off-loading unit used for the GTA Field.

“**Free Cash Flow After Debt Service**” means, in respect of any Relevant Period and as reported in the most recent Financial Report for the Issuer on a consolidated basis, (a) net cash from operating activities less (b) cash used in investment activities less (c) cash debt

service, including any principal payments on any loans and any payment on any lease or hire purchase contract (including lease payments under the lease agreement for the FPSO) less (d) any Distributions previously paid during the Relevant Period but not inclusive of the Distribution in respect of the which the Free Cash Flow After Debt Service is calculated plus (e) any net realized proceeds from the sale of an Unrestricted Asset (following completion of the Mandatory Tender Offers only, and less any amount utilized for such Mandatory Tender Offer).

“**GAAP**” means generally accepted accounting practices and principles in the country in which the Ultimate Parent is incorporated including, and if applicable, IFRS.

“**GTA Farm-down Event**” means a sale for cash consideration by the Issuer Group, directly or indirectly to any persons not being a member of the Issuer Group but excluding the Incorporated JV Transaction, of up to 13.3 per cent. of the total working interest in the GTA Field, which may be carried out in one or more transactions, provided that the aggregate of such transactions shall not exceed 13.3 per cent. of the total working interest in the GTA Field.

“**GTA Field**” means the Greater Tortue Ahmeyim Field in Mauritania Block C8 and in the Senegal Saint-Louis Offshore Profond Block.

“**Guarantees**” means the Senior Guarantees and the Junior Guarantees.

“**Guarantor**” means, from time to time, each of the:

- (a) the Ultimate Parent;
- (b) the Issuer Group Guarantors;
- (c) the Ultimate Parent Group Senior Guarantors; and
- (d) the Ultimate Parent Group Junior Guarantors.

“**Hydrocarbon Asset**” means each of the hydrocarbon licence, production sharing contract and block held by any Issuer Group Company at any time.

“**IFRS**” means the International Financial Reporting Standards, and guidelines and interpretations issued by the International Accounting Standards Board (or any predecessor and successor thereof), in force from time to time and to the extent applicable to the relevant financial statement.

“**Incorporated JV**” means an entity incorporated and jointly owned by all partners holding a working interest in the GTA Field for the purpose of structuring the joint ownership and development of the GTA Field in full.

“**Incorporated JV Transaction**” means a transaction or series of transactions whereby the Issuer Group’s total working interest in the GTA Field is transferred to an Incorporated JV against ownership in the Incorporated JV in proportion to its prior working interest in the GTA Field.

“**Incurrence Test**” has the meaning ascribed to such term in Clause 13.21 (*Incurrence Test*).

“**Initial Bond Issue**” means the amount to be issued on the Issue Date as set out in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*).

“**Initial Nominal Amount**” means the Nominal Amount of each Bond on the Issue Date as set out in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*).

“**Insolvent**” means that a person:

- (a) is unable or admits inability to pay its debts as they fall due;
- (b) suspends making payments on any of its debts generally; or
- (c) is otherwise considered insolvent or bankrupt within the meaning of the relevant bankruptcy legislation of the jurisdiction which can be regarded as its centre of main interest as such term is understood pursuant to Regulation (EU) 2015/848 on insolvency proceedings (as amended from time to time).

“**Insurances**” means all policies and contracts of insurance which are from time to time in place or taken out or entered into by or for the benefit of an Issuer Group Company and all benefits thereunder (including claims of whatsoever nature and return of premiums) other than any insurance taken out by an operator (including any Issuer Group Company in its capacity as operator).

“**Intercompany Loan**” means any loan or credit made by one Issuer Group Company to another Issuer Group Company where the principal amount thereof is at least of USD 2,500,000 (or the equivalent amount in another currency) and which payments shall be pursuant to the terms of the Intercreditor Agreement, provided that no Financial Indebtedness under any cash pooling arrangement shall constitute an Intercompany Loan.

“**Intercreditor Agreement**” means an intercreditor agreement based on the Intercreditor Principles.

“**Intercreditor Principles**” means the intercreditor principles set out in Attachment 3.

“**Interest Payment Date**” means the last day of each Interest Period, the first Interest Payment Date being 29 July 2026 and the last Interest Payment Date being the Maturity Date.

“**Interest Period**” means, subject to adjustment in accordance with the Business Day Convention, the periods between 29 January and 29 July each year, provided however that an Interest Period shall not extend beyond the Maturity Date.

“**Interest Rate**” means 11.25 percentage points per annum.

“**Interim Accounts**” means the unaudited consolidated interim financial statements for each of (a) the Ultimate Parent for each quarterly period ending on a Quarter Date and (b) the Issuer for each half-year period ending 30 June and 31 December each year (first time 30 June 2026), prepared in accordance with the Accounting Standard, each such financial statements to include a profit and loss account, balance sheet, cash flow statement and management commentary.

“**ISIN**” means International Securities Identification Number.

“**Issue Date**” means 29 January 2026.

“**Issuer**” means the company designated as such in the preamble to these Bond Terms.

“**Issuer Group**” the Issuer and each of its Subsidiaries from time to time.

“**Issuer Group Company**” means any person which is a member of the Issuer Group.

“**Issuer Group Guarantors**” means each of:

- (a) Kosmos Energy Tortue Finance, an exempted company incorporated with limited liability in the Cayman Islands, with reg. no 338302;
- (b) Kosmos Energy Senegal, an exempted company incorporated with limited liability in the Cayman Islands, with reg. no 290078;
- (c) Kosmos Energy Investments Senegal Limited, a private limited company incorporated under the laws of England and Wales, with reg. no 10520822;
- (d) Kosmos Energy Mauritania, an exempted company incorporated with limited liability in the Cayman Islands, with reg. no 266444; and
- (e) any other direct or indirect Subsidiary of Issuer from time to time.

“**Issuer’s Bonds**” means any Bonds which are owned by the Issuer or any other Issuer Group Company, or an Affiliate of the Issuer or such other Issuer Group Company.

“**Junior Guarantees**” means the guarantees issued by each of the Ultimate Parent Group Junior Guarantors in respect of the Secured Obligations, and which are subordinated under and subject to the terms of the Subordination Deed (and in respect of which, good discharge may only be made by payment to the Security Agent on behalf of the Secured Parties).

“**Liquidity**” means aggregate of the Cash and Cash Equivalents.

“**Listing Failure Event**” means:

- (a) that the Bonds have not been admitted to listing on an Exchange within 6 months following the Issue Date; or
- (b) in the case of a successful admission to listing, that a period of 6 months has elapsed since the Bonds ceased to be admitted to listing on an Exchange.

“**Make Whole Amount**” means an amount equal to the sum of the present value on the Repayment Date of:

- (a) the Nominal Amount of the redeemed Bonds at the First Call Price as if such payment originally had taken place on the First Call Date; and
- (b) the remaining interest payments of the redeemed Bonds (less any accrued and unpaid interest on the redeemed Bonds as at the Repayment Date) to the First Call Date,

where the present value (in respect of paragraphs (a) and (b) above) shall be calculated by using a discount rate of 3.9165 per cent. per annum.

“**Managers**” means Fearnley Securities AS and Pareto Securities AS.

“**Mandatory Tender Offer**” has the meaning ascribed to such term in paragraph (a) of Clause 10.5 (*Mandatory Tender Offer*).

“**Material Adverse Effect**” means a material adverse effect on:

- (a) the ability of the Issuer or any Guarantor to perform and comply with its obligations under any Finance Document; or
- (b) the validity or enforceability of any of the Finance Documents.

“**Maturity Date**” means 29 January 2031, adjusted according to the Business Day Convention.

“**Maximum Issue Amount**” means the maximum amount that may be issued under these Bond Terms as set out in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*).

“**Net Debt**” means, in respect of the Issuer Group on a consolidated basis, the Total Debt less the amount of the Cash and Cash Equivalents.

“**Net Proceeds**” means the proceeds from the issuance of the Bonds (net of fees and legal cost of the Managers and, if required by the Bond Trustee, the Bond Trustee fee, and any other cost and expenses incurred in connection with the issuance of the Bonds).

“**Net Sale Proceeds**” means the cash proceeds realised from the sale or disposal of any Unrestricted Asset net of any liability relating or attaching to such Unrestricted Asset or any costs, expenses and taxes payable in relation to or resulting from such sale or disposal.

“**Nominal Amount**” means the nominal value of each Bond at any time. The Nominal Amount may be amended pursuant to paragraph (k) of Clause 16.2 (*The duties and authority of the Bond Trustee*).

“**Outstanding Bonds**” means any Bonds not redeemed or otherwise discharged.

“**Overdue Amount**” means any amount required to be paid by the Issuer or a Guarantor under the Finance Documents but not made available to the Bondholders on the relevant Payment Date or otherwise not paid on its applicable due date.

“**Pari Passu Hedging Agreement**” means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by any Issuer Group Company and a Hedge Counterparty (as defined in the Intercreditor Agreement) in respect of Permitted Hedging Obligations which may benefit from the Transaction Security.

“**Partial Payment**” means a payment that is insufficient to discharge all amounts then due and payable under the Finance Documents.

“**Paying Agent**” means the legal entity appointed by the Issuer to act as its paying agent with respect to the Bonds in the CSD.

“**Payment Date**” means any Interest Payment Date or any Repayment Date.

“**Permitted Distributions**” means any Distribution (except for the Ultimate Parent Loan) (provided that no Event of Default has occurred and is continuing):

- (a) by an Issuer Group Company if such Distribution is made to another Issuer Group Company; and
- (b) by the Issuer to the Ultimate Parent or any other Ultimate Parent Group Company (not being an Issuer Group Company), subject to compliance with the Incurrence Test.

“**Permitted Financial Indebtedness**” means, in respect of any Issuer Group Company, any Financial Indebtedness:

- (a) arising under the Finance Documents;
- (b) subject to the Incurrence Test, arising under any Tap Issue;
- (c) arising under any Subordinated Loan;
- (d) arising under any Intercompany Loans;
- (e) arising under any Permitted Hedging Obligations;
- (f) incurred under any advance or deferred purchase agreement on normal commercial terms from any of its trading partners in the ordinary course of its trading activities;
- (g) under any pension and tax liabilities incurred in the ordinary course of business;
- (h) incurred under any finance or capital leases of vehicles, equipment, computers, production, storage and export facilities or other relevant assets incurred in the ordinary course of business;
- (i) incurred (i) for the purpose of financing or refinancing a direct or indirect acquisition of a part of the FPSO or (ii) under any finance or capital lease arrangement on respect of any part of the FPSO, in each case which part (which is acquired by the relevant Issuer Group Company) shall be proportionate to the Issuer Group’s working interest in the GTA Field (in accordance with the terms of the joint operating agreement (or similar arrangement) for the GTA Field);
- (j) arising under any cash pooling or cash management arrangement, involving Issuer Group Companies;
- (k) in relation to letters of credit or other types of guarantees, that are required under any applicable law;
- (l) incurred as part of the relevant Issuer Group Company’s operations, activities and business related or incidental to its direct or indirect ownership of Hydrocarbon Assets or associated assets in the GTA Field, in each case in the form of payment obligations to operators, license partners, off-takers, suppliers, rig or asset owners and

governmental bodies, in each case under or pursuant to law, operating agreements, license agreements, development agreements, profit sharing agreements, decommissioning agreements, rig or drilling agreements, agreements for the use of infrastructure or transportation;

- (m) arising as a result of a contemplated refinancing of the Bonds in full, provided that (i) a call notice has been served on the Bonds or will be served in connection with the refinancing and (ii) the proceeds of such debt issuance are held in escrow until full repayment of the Bonds; and
- (n) not permitted by the preceding paragraphs and the aggregate outstanding principal amount of which does not exceed an aggregate amount of USD 15,000,000 (or the equivalent in other currencies) for the Issuer Group at any time.

**“Permitted Financial Support”** means any Financial Support:

- (a) arising under the Finance Documents;
- (b) any guarantee or indemnity granted in respect of any Permitted Hedging Obligation, subject to the terms of the Intercreditor Agreement;
- (c) granted in respect of the obligations of another Issuer Group Company other than Kosmos Energy Tortue Finance;
- (d) in the form of endorsement of negotiable instruments in the ordinary course of trade;
- (e) granted by an Issuer Group Company (i) in respect of any Financial Indebtedness incurred in accordance with paragraph (i) of the definition of “Permitted Financial Indebtedness” or (ii) in respect of any other third party financing of the FPSO provided, in respect of this item (ii), that such Financial Support shall be limited in proportion to the Issuer Group’s working interest in the GTA Field (in accordance with the terms of the joint operating agreement (or similar arrangement) for the GTA Field);
- (f) arising in respect of the Issuer Group’s obligations in accordance with paragraph (d) of the definition of “Permitted Financial Indebtedness”;
- (g) in the form of any performance or similar bond guaranteeing performance by an Issuer Group Company under any contract entered into in the ordinary course of trade;
- (h) in the form of any indemnity given in the ordinary course of the documentation of an acquisition or disposal transaction which is permitted hereunder and which indemnity is in a customary form and subject to customary limitations;
- (i) which constitutes a trade credit or guarantee issued in respect of a liability incurred by another Issuer Group Company in the ordinary course of business;
- (j) provided to any regulator in respect of any hydrocarbon asset owned by the Issuer Group;
- (k) in the form of Intercompany Loans; and

- (l) not permitted by the preceding paragraphs which does not (in total) exceed USD 15,000,000 (or its equivalent in other currencies) in aggregate for the Issuer Group at any time.

**“Permitted Hedging Obligations”** means liabilities of any Issuer Group Company under a derivative transaction entered into with one or more hedge counterparties in connection with protection against or benefit from fluctuation in any rate or price, where such exposure arises in respect of payments to be made under these Bond Terms or any other new debt or otherwise in the ordinary course of business (but not a derivative transaction for investment or speculative purposes) where such hedging may be conducted:

- (a) on an unsecured basis at the Ultimate Parent level or by Ultimate Parent’s wholly-owned Subsidiary, Kosmos Energy Finance International, and subsequently back-to-back with the Issuer or another Guarantor, provided that the claim against the Issuer Group is subordinated to the Bonds in the case of an Event of Default and the Ultimate Parent or Kosmos Energy Finance International (as the case may be) accedes to the Intercreditor Agreement as a Subordinated Creditor; or
- (b) by an Issuer Group Company under a Pari Passu Hedging Agreement.

**“Permitted Security”** means:

- (a) any Security created under the Finance Documents;
- (b) any Security securing any Permitted Hedging Obligations, provided that such Security is extended to and shared with the Secured Parties to the extent required by and pursuant to and in accordance with the terms of the Intercreditor Agreement;
- (c) any lien arising by operation of law or in the ordinary course of business;
- (d) any Security arising as part of the of the Issuer Group’s operations under or pursuant to any operating agreements, license agreements, development agreements, decommissioning agreements, rig or drilling agreements or agreements for the use of infrastructure or transportation, in each case to which it is a party and to the extent related to any Hydrocarbon Asset or associated asset of the Issuer Group of the GTA Field and in no event for the purpose of raising financing;
- (e) any Security provided to any regulator in respect of any Hydrocarbon Asset of the Issuer Group;
- (f) any Security arising as a result of legal proceedings discharged within 180 days or otherwise being contested in good faith;
- (g) any netting or set-off arrangement entered into by any Issuer Group Company in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of any Issuer Group Companies (if applicable);
- (h) any Security arising as a consequence of any finance or capital lease and so long as the Security is limited to Security over the assets subject to such finance or capital lease;
- (i) any Security over documents of title and goods as part of a documentary credit transaction entered into in the ordinary course of trade;

- (j) granted by an Issuer Group Company (i) in respect of any Financial Indebtedness incurred in accordance with paragraph (i) of the definition of “Permitted Financial Indebtedness” or (ii) in respect of any other third party financing of the FPSO provided, in respect of this item (ii), that Security shall be limited in proportion to the Issuer Group’s working interest in the GTA Field (in accordance with the terms of the joint operating agreement (or similar arrangement) for the GTA Field); and
- (k) any Security securing Financial Indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other Financial Indebtedness which has the benefit of Security given by any Issuer Group Company other than any permitted under the preceding paragraphs) does not exceed USD 15,000,000 (or its equivalent in other currencies) in aggregate for the Issuer Group at any time.

“**Put Option**” has the meaning ascribed to such term in Clause 10.3 (*Mandatory repurchase due to a Put Option Event*).

“**Put Option Event**” means a Change of Control Event or a Share De-Listing Event.

“**Put Option Repayment Date**” means the settlement date for the Put Option pursuant to Clause 10.3 (*Mandatory repurchase due to a Put Option Event*).

“**Quarter Date**” means each 31 March, 30 June, 30 September and 31 December.

“**Relevant Jurisdiction**” means the country in which the Bonds are issued, being Norway.

“**Relevant Period**” means each period of 12 consecutive calendar months ending on the preceding Quarter Date.

“**Relevant Record Date**” means the date on which a Bondholder’s ownership of Bonds shall be recorded in the CSD as follows:

- (a) in relation to payments pursuant to these Bond Terms, the date designated as the Relevant Record Date in accordance with the rules of the CSD from time to time; or
- (b) for the purpose of casting a vote with regard to Clause 15 (*Bondholders’ Decisions*), the date falling on the immediate preceding Business Day to the date of that Bondholders’ decision being made, or another date as accepted by the Bond Trustee.

“**Repayment Date**” means any Call Option Repayment Date, the Default Repayment Date, any Put Option Repayment Date, the Tax Event Repayment Date, any date for redemption of Bonds in accordance with Clause 10.5 (*Mandatory Tender Offer*), any date for redemption of Bonds in accordance with Clause 10.6 (*Mandatory Redemption – GTA Farm-down Event*) or the Maturity Date.

“**Reserve Value**” means, calculated for the Issuer Group based on the Reserve Value Report, the total future net revenue attributable to the proved plus probable reserves of the GTA Field as allocated to the Issuer Group working interest, before deducting future income tax expenses, estimated using forecast prices and costs and calculated using 10 per cent. as discount rate.

“**Reserve Value Report**” means any oil and gas reserves with respect to a certain date and covering the GTA Field, performed by independent and qualified reserves evaluators, including, as relevant, any such report in respect of the Ultimate Parent Group’s oil and gas reserves or any separate report in respect of the GTA Field only, in accordance with the SPE-PRMS.

“**Secured Obligations**” means all present and future liabilities and obligations of the Issuer and the Senior Guarantors to any of the Secured Parties under the Finance Documents or any Pari Passu Hedging Agreement.

“**Secured Parties**” means (a) before any Intercreditor Agreement has been entered into, the Security Agent and the Bond Trustee on behalf of itself and the Bondholders and (b) after an Intercreditor Agreement has been entered into, “Secured Parties” shall have the meaning given to that term in the Intercreditor Agreement.

“**Securities Trading Act**” means the Securities Trading Act of 2007 no.75 of the Relevant Jurisdiction.

“**Security**” means a mortgage, charge, pledge, lien, security assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

“**Security Agent**” means the Bond Trustee in its capacity as security agent or any successor Security Agent, acting for and on behalf of the Secured Parties in accordance with any Security Agent Agreement or any other Finance Document.

“**Security Agent Agreement**” means any agreement other than these Bond Terms whereby the Security Agent is appointed to act as such in the interest of the Bond Trustee (on behalf of itself and the Bondholders).

“**Security Provider**” means any person granting Transaction Security.

“**Senior Guarantees**” means the joint and several unconditional and irrevocable Norwegian law guarantee and indemnity issued by each of the Senior Guarantors in respect of the Secured Obligations.

“**Senior Guarantors**” means the Ultimate Parent, each Issuer Group Guarantor and each Ultimate Parent Group Senior Guarantor.

“**Share De-Listing Event**” means an event where the Ultimate Parent’s common shares are no longer listed on the New York Stock Exchange.

“**Subordinated Loan**” means any debt financing that:

- (a) is provided to the Issuer by any person or entity which is not an Issuer Group Company, in each case provided that the relevant creditor has acceded to the Intercreditor Agreement as a Subordinated Creditor;
- (b) falls due no less than 6 months after the Maturity Date and contains no scheduled amortisation prior to such time; and

- (c) the terms of that loan are subject to the provisions of the Intercreditor Agreement, *inter alia* to ensure that such loan is fully subordinated to the Secured Obligations and where no (i) principal may be paid, repaid, re-purchased, netted, set off, reduced through the payment of other amounts or settled in kind, (ii) interest, fees, premia or other amounts may be paid (other than as a Permitted Distribution) and (iii) acceleration or declaration of default may occur, in each case prior to all the Secured Obligations having been discharged in full.

“**Subordination Deed**” means a subordination deed based on the Subordination Principles.

“**Subordination Principles**” means the subordination principles set out in Attachment 4.

“**Subsidiary**” means a person over which another person has Decisive Influence.

“**Summons**” means the call for a Bondholders’ Meeting or a Written Resolution as the case may be.

“**Tap Issue**” has the meaning ascribed to such term in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*).

“**Tap Issue Addendum**” has the meaning ascribed to such term in Clause 2.1 (*Amount, denomination and ISIN of the Bonds*).

“**Tax Event Repayment Date**” means the date set out in a notice from the Issuer to the Bondholders pursuant to Clause 10.4 (*Early redemption option due to a tax event*).

“**Termination Event**” means, with respect to any Hydrocarbon Asset, the handing back, revocation, termination or cancellation in full of that Hydrocarbon Asset and the rights associated therewith.

“**Total Debt**” means the aggregate sum of all interest-bearing Financial Indebtedness of the Issuer Group, other than in respect of Kosmos Energy Tortue Finance, any Subordinated Loan and any Financial Indebtedness in which an Issuer Group Company is the creditor.

“**Transaction Security**” means the Security created or expressed to be created in favour of the Security Agent (on behalf of the Secured Parties) pursuant to the Transaction Security Documents.

“**Transaction Security Documents**” means, collectively, the Escrow Account Pledge and all of the other documents which shall be executed or delivered pursuant to Clause 2.5 (*Transaction Security*).

“**Ultimate Parent**” means Kosmos Energy Ltd, a public limited company incorporated under the laws of Delaware, with registration number 7211582.

“**Ultimate Parent Equity Contribution**” means a cash contribution (as equity or Subordinated Loan) from the Ultimate Parent (or any of its Subsidiaries not being an Issuer Group Company) solely for the purpose of financing capital expenditures related to future expansion of the GTA Field beyond existing capacity and infrastructure as of the Issue Date.

“**Ultimate Parent Group Junior Guarantors**” means the following Ultimate Parent Group Companies: Kosmos Energy Finance International, Kosmos Energy Operating, Kosmos Energy Development, Kosmos Energy International, Kosmos Energy Ghana HC, Kosmos Energy Equatorial Guinea, Kosmos Energy Ghana Investments and Kosmos Energy Ghana Holdings Limited.

“**Ultimate Parent Group Senior Guarantors**” means each of the following Ultimate Parent Group Companies: Kosmos Energy GOM Holdings LLC, Kosmos Energy Gulf of Mexico LLC, Kosmos Energy Gulf of Mexico Management LLC, Kosmos Energy Gulf of Mexico Operations LLC.

“**Ultimate Parent Group**” the Ultimate Parent and each of its Subsidiaries from time to time.

“**Ultimate Parent Group Company**” means any person which is a member of the Ultimate Parent Group.

“**Ultimate Parent Loan**” means a loan provided by the Issuer to the Ultimate Parent for refinancing of existing debt in the Ultimate Parent in accordance with the purpose set out in Clause 2.3 (*Use of proceeds*).

“**Unrestricted Assets**” means each of the Unrestricted Field and the Unrestricted Monetary Claim.

“**Unrestricted Field**” means the Yakaar-Teranga field offshore Senegal.

“**Unrestricted Monetary Claim**” means the monetary claims owing to Kosmos Energy Tortue Finance pursuant to the Carry Advance Agreements entered into with the national oil companies of Mauritania and Senegal.

“**Voting Bonds**” means the Outstanding Bonds less the Issuer’s Bonds.

“**Written Resolution**” means a written (or electronic) solution for a decision making among the Bondholders, as set out in Clause 15.5 (*Written Resolutions*).

## 2. **Construction**

In these Bond Terms, unless the context otherwise requires:

- (a) headings are for ease of reference only;
- (b) words denoting the singular number will include the plural and vice versa;
- (c) references to Clauses are references to the Clauses of these Bond Terms;
- (d) references to a time are references to Central European Time unless otherwise stated;
- (e) references to a provision of “**law**” are a reference to that provision as amended or re-enacted, and to any regulations made by the appropriate authority pursuant to such law;
- (f) references to a “**regulation**” includes any regulation, rule, official directive, request or guideline by any official body;

- (g) references to a “**person**” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, unincorporated organisation, government, or any agency or political subdivision thereof or any other entity, whether or not having a separate legal personality;
- (h) references to Bonds being “**redeemed**” means that such Bonds are cancelled and discharged in the CSD in a corresponding amount, and that any amounts so redeemed may not be subsequently re-issued under these Bond Terms;
- (i) references to Bonds being “**purchased**” or “**repurchased**” by the Issuer means that such Bonds may be dealt with by the Issuer as set out in Clause 11.1 (*Issuer’s purchase of Bonds*);
- (j) references to an “**instruction**” from the Bondholders includes any instruction or demand in writing or a resolution in accordance with Clause 15 (*Bondholders’ decision*);
- (k) references to persons “**acting in concert**” shall be interpreted pursuant to the relevant provisions of the Securities Trading Act; and
- (l) an Event of Default is “**continuing**” if it has not been remedied or waived.

## 2. THE BONDS

### 1. Amount, denomination and ISIN of the Bonds

- (a) The Issuer has resolved to issue a series of Bonds up to USD 550,000,000 (the “**Maximum Issue Amount**”). The Bonds may be issued on different issue dates and the Initial Bond Issue will be in the amount of USD 350,000,000. The Issuer may, provided that the conditions set out in Clause 6.4 (*Tap Issues*) are met, on one or more occasions up until, but excluding, the Maturity Date or any earlier date prior to the date when the Bonds have been redeemed in full, issue Additional Bonds (each a “**Tap Issue**”) until the aggregate Nominal Amount of all Additional Bonds equals in aggregate the Maximum Issue Amount less the Initial Bond Issue. Each Tap Issue will be subject to identical terms as the Bonds issued pursuant to the Initial Bond Issue in all respects as set out in these Bond Terms, except that Additional Bonds may be issued at a different price than for the Initial Bond Issue and which may be below or above the Nominal Amount. The Bond Trustee shall prepare an addendum to these Bond Terms evidencing the terms of each Tap Issue (a “**Tap Issue Addendum**”).
- (b) The Bonds are denominated in US Dollars (USD), being the legal currency of the United States of America.
- (c) The Initial Nominal Amount of each Bond is USD 10,000.
- (d) The ISIN of the Bonds is set out on the front page. These Bond Terms apply with identical terms and conditions to (i) all Bonds issued under this ISIN and (ii) any Overdue Amounts issued under one or more separate ISIN in accordance with the regulations of the CSD from time to time.
- (e) Holders of Overdue Amounts related to interest claims will not have any other rights under these Bond Terms than their claim for payment of such interest claim which claim shall be subject to paragraph (b) of Clause 15.1 (*Authority of the Bondholders’ Meeting*).

## 2. Tenor of the Bonds

The tenor of the Bonds is from and including the Issue Date to but excluding the Maturity Date.

## 3. Use of proceeds

- (a) The Net Proceeds from the Initial Bond Issue shall be employed as follows:
  - (i) by granting the Ultimate Parent Loan to refinance or repay existing debt of the Ultimate Parent Group (including USD 250,000,000 of the Existing Ultimate Parent Notes); and
  - (ii) for general corporate purposes of the Issuer Group.
- (b) The Issuer will use the net from the issuance of any Additional Bonds for capital expenditures related to future expansion of the GTA Field beyond existing capacity and infrastructure as of the Issue Date. For the avoidance of doubt, proceeds from any Tap Issue shall not be applied to refinance any debt incurred by the Ultimate Parent.

## 4. Status of the Bonds and the Guarantees

- (a) The Bonds and all other payment obligations under or in relation to the Finance Documents shall constitute senior secured unsubordinated debt obligations of the Issuer and shall *rank pari passu* between themselves and at least *pari passu* with all other senior obligations of the Issuer, except for obligations which are mandatorily preferred by bankruptcy, insolvency, liquidation or other similar laws of general application. All payment obligations under or in relation to the Finance Documents shall rank ahead of any subordinated capital.
- (b) The Bonds will be secured on a *pari passu* basis with the claims of the other Secured Parties in respect of the Transaction Security (other than over the Escrow Account), and all Secured Parties will receive (i) the proceeds from any enforcement of the Transaction Security (other than over the Escrow Account), Guarantees and certain distressed disposals and (ii) any payments following any other enforcement event on a *pari passu pro rata* basis, in accordance with the waterfall provisions of the Intercreditor Agreement.
- (c) The Senior Guarantees constitute the senior unsubordinated debt obligations of the Senior Guarantors. The Junior Guarantees constitute the senior unsubordinated debt obligations of the Ultimate Parent Group Junior Guarantors, but subordinated in all respects to the relevant Senior Lenders (as defined in the Subordination Deed) in accordance with the Subordination Deed.

## 5. Transaction Security

- (a) As Security for the due and punctual fulfilment of the Secured Obligations, the Issuer shall procure that the following Transaction Security is granted in favour of the Security Agent on behalf of the Secured Parties within the times agreed in Clause 6 (*Conditions for Disbursement*), subject to mandatory limitations under applicable law, and the terms and conditions of the Intercreditor Agreement:

### Pre-Settlement Transaction Security:

- (i) the Escrow Account Pledge;

Pre-Disbursement Transaction Security:

- (ii) a Guarantee granted by each of the Ultimate Parent and the Issuer Group Guarantors;
- (iii) a first priority assignment of any Subordinated Loans, from time to time;
- (iv) a first priority assignment of the Ultimate Parent Loan;
- (v) a first priority pledge of all of the shares in each Issuer Group Company, from time to time;
- (vi) a first priority pledge by each Issuer Group Company in respect of any Accounts, other than Exempted Accounts;
- (vii) a first priority assignment by any Issuer Group Company in respect of any Intercompany Loan, from time to time;

Post-Disbursement Transaction Security:

- (viii) a Guarantee granted by each of the Ultimate Parent Group Senior Guarantors and the Ultimate Parent Group Junior Guarantors.
- (b) The Guarantees and the Transaction Security shall be granted as follows:
- (i) the Pre-Settlement Transaction Security shall be granted in due time before the Issue Date as security in favour of the Bond Trustee (on behalf of the Bondholders);
  - (ii) the Pre-Disbursement Transaction Security shall be granted no later than prior to disbursement from the Escrow Account as security in favour of the Secured Parties; and
  - (iii) the Post-Disbursement Transaction Security shall be granted no later than within 90 days after the date of the first release of Net Proceeds from the Escrow Account.
- (c) The Security Agent shall have the right (acting in its sole discretion) to release the Escrow Account Pledge after all funds on the Escrow Account have been fully and irrevocably released to the Issuer.
- (d) The Security Agent is irrevocably authorised to (i) release any Guarantees and Transaction Security over assets which are sold or otherwise disposed of (directly or indirectly) (A) in any merger, de-merger or disposal permitted in compliance with Clauses 13.6 (*Mergers*), 13.7 (*De-mergers*) or 13.12 (*Disposals*) and (B) following an enforcement of such Transaction Security.
- (e) The Transaction Security and the Intercreditor Agreement shall be entered into on such terms and conditions as the Security Agent and the Bond Trustee in their discretion deem appropriate in order to create the intended benefit for the Secured Parties under the relevant document.

## **6. Additional Transaction Security**

- (a) Additional first priority Transaction Security shall be granted by and over any Subordinated Loan, Ultimate Parent Loan, Intercompany Loan, Accounts or shares in each of the Issuer and each Issuer Group Company coming into existence after the date of the first release from the Escrow Account within 45 days after the day such assets came into existence. Such additional Transaction Security shall be on substantially the same terms as the initial Transaction Security or otherwise on terms satisfactory to the Bond Trustee. The Issuer shall ensure that, within the same 45 days, the Bond Trustee receives such corporate resolutions, formalities documents and legal opinions as the Bond Trustee shall reasonably require in relation thereto.
- (b) In the event of an Incorporated JV Transaction, Transaction Security shall be granted over the Issuer Group's ownership interest in the Incorporated JV, in each case subject to the mutual rights and obligations of each partner in respect of the Incorporated JV, including as provided by any joint venture partnership agreement or similar agreement entered into by the partners in relation thereto.

## **3. THE BONDHOLDERS**

### **1. Bond Terms binding on all Bondholders**

- (a) By virtue of being registered as a Bondholder (directly or indirectly) with the CSD, the Bondholders are bound by these Bond Terms and any other Finance Document, without any further action required to be taken or formalities to be complied with by the Bond Trustee, the Bondholders, the Issuer or any other party.
- (b) The Bond Trustee is always acting with binding effect on behalf of all the Bondholders.

### **2. Limitation of rights of action**

- (a) No Bondholder is entitled to take any enforcement action, instigate any insolvency procedures or take other legal action against the Issuer or any other party in relation to any of the liabilities of the Issuer or any other party under or in connection with the Finance Documents, other than through the Bond Trustee and in accordance with these Bond Terms, provided, however, that the Bondholders shall not be restricted from exercising any of their individual rights derived from these Bond Terms, including the right to exercise the Put Option.
- (b) Each Bondholder shall immediately upon request by the Bond Trustee provide the Bond Trustee with any such documents, including a written power of attorney (in form and substance satisfactory to the Bond Trustee), as the Bond Trustee deems necessary for the purpose of exercising its rights and/or carrying out its duties under the Finance Documents. The Bond Trustee is under no obligation to represent a Bondholder which does not comply with such request.

### **3. Bondholders' rights**

- (a) If a beneficial owner of a Bond not being registered as a Bondholder wishes to exercise any rights under the Finance Documents, it must obtain proof of ownership of the Bonds, acceptable to the Bond Trustee.
- (b) A Bondholder (whether registered as such or proven to the Bond Trustee's satisfaction to be the beneficial owner of the Bond as set out in paragraph (a) above) may issue one or more powers of attorney to third parties to represent it in relation to some or all of the Bonds held or beneficially owned by such Bondholder. The Bond Trustee shall only have to examine the face of a power of attorney or similar evidence of

authorisation that has been provided to it pursuant to this Clause 3.3 and may assume that it is in full force and effect, unless otherwise is apparent from its face or the Bond Trustee has actual knowledge to the contrary.

**4. ADMISSION TO LISTING**

The Issuer shall ensure that the Bonds are listed on an Exchange within 9 months of the Issue Date and thereafter remain listed on an Exchange until the Bonds have been redeemed in full.

**5. REGISTRATION OF THE BONDS**

**1. Registration in the CSD**

The Bonds shall be registered in dematerialised form in the CSD (as the primary recording of the Bonds) according to the relevant securities registration legislation and the requirements of the CSD.

**2. Obligation to ensure correct registration**

The Issuer will at all times ensure that the registration of the Bonds in the CSD is correct and shall immediately upon any amendment or variation of these Bond Terms give notice to the CSD of any such amendment or variation.

**3. Country of issuance**

The Bonds have not been issued under any other country's legislation than that of the Relevant Jurisdiction. Save for the registration of the Bonds in the CSD, the Issuer is under no obligation to register, or cause the registration of, the Bonds in any other registry or under any other legislation than that of the Relevant Jurisdiction.

**6. CONDITIONS FOR DISBURSEMENT**

**1. Conditions precedent for disbursement to the Issuer**

(a) Issuance of the Bonds and payment of the Net Proceeds to the Escrow Account shall be conditional on the Bond Trustee having received in due time (as determined by the Bond Trustee) prior to the Issue Date each of the following documents and evidence, in form and substance satisfactory to the Bond Trustee:

- (i) these Bond Terms duly executed by all parties hereto;
- (ii) copies of all necessary corporate resolutions of the Issuer required to issue the Bonds and execute the Finance Documents to which it is a party;
- (iii) if applicable, a copy of a power of attorney (unless included in the corporate resolutions) from the Issuer to relevant individuals for their execution of the Finance Documents to which it is a party;
- (iv) copies of the Issuer's constitution, certificate of incorporation and certificate of current standing in respect of the Issuer evidencing that the Issuer is validly existing;
- (v) the Escrow Account Pledge duly executed by all parties thereto and perfected in accordance with applicable law (including all applicable notices, acknowledgements and consents from the account bank);
- (vi) copies of the latest Financial Reports of the Ultimate Parent;

- (vii) confirmation that the applicable prospectus requirements (cf. the EU prospectus regulation ((EU) 2017/1129)) concerning the issuance of the Bonds have been fulfilled;
  - (viii) copies of any necessary governmental approval, consent or waiver (as the case may be) required at such time for the Issuer to issue the Bonds;
  - (ix) confirmation that the Bonds are registered in the CSD (by obtaining an ISIN for the Bonds);
  - (x) confirmation of acceptance from any process agent;
  - (xi) copies of any written documentation used in marketing the Bonds or made public by the Issuer or any Manager in connection with the issuance of the Bonds;
  - (xii) the Fee Agreement duly executed by all parties thereto; and
  - (xiii) legal opinions or other statements as may be required by the Bond Trustee (including in respect of corporate matters relating to the Issuer and the legality, validity and enforceability of these Bond Terms and the other Finance Documents).
- (b) The Net Proceeds (on the Escrow Account) will not be disbursed to the Issuer unless the Bond Trustee has received or is satisfied that it will receive in due time (as determined by the Bond Trustee) prior to such disbursement to the Issuer each of the following documents, in form and substance satisfactory to the Bond Trustee:
- (i) a duly executed release notice from the Issuer, as set out in Attachment 2;
  - (ii) a copy of a funds flow showing funds are used in accordance with Clause 2.3 (*Use of proceeds*);
  - (iii) unless delivered under paragraph (a) above:
    - (A) copies of all necessary corporate resolutions of the Ultimate Parent, the Issuer Group Companies and any other Guarantor or Security Provider required to provide the Pre-Disbursement Transaction Security and execute the Finance Documents to which it is a party;
    - (B) if applicable, a copy of a power of attorney (unless included in the relevant corporate resolutions) from the Ultimate Parent, the Issuer Group Companies and any other Guarantor or Security Provider to relevant individuals for their execution of the Finance Documents to which it is a party;
    - (C) copies of each of the Ultimate Parent's, the Issuer Group Companies' and any other Guarantor or Security Provider's constitution, certificate of incorporation and certificate of current standing or certificate of good standing as applicable in respect of each such entity evidencing that it is validly existing;
  - (iv) the Transaction Security Documents documenting the Pre-Disbursement Transaction Security, each duly executed and perfected by the parties thereto

together with any notices, acknowledgements, registers of shareholders and other documents which shall be supplied in respect thereof (in each case, subject to any Closing Procedure);

- (v) if relevant, the Intercreditor Agreement duly executed by all parties thereto;
  - (vi) an initial Reserve Value Report;
  - (vii) any other Finance Document duly executed; and
  - (viii) all legal opinions or other statements as may be required by the Bond Trustee in respect of the Pre-Disbursement Transaction Security and any other Finance Documents have been received in form and substance satisfactory to the Bond Trustee.
- (c) The Bond Trustee, acting in its sole discretion, may, regarding this Clause 6.1, waive the requirements for documentation or decide that delivery of certain documents shall be made subject to an agreed closing procedure (the “**Closing Procedure**”) between the Bond Trustee and the Issuer.

## **2. Issuance of the Bonds and disbursement of the Net Proceeds**

- (a) Issuance of the Bonds to the Bondholders and disbursement of the Net Proceeds are conditional on the Bond Trustee’s confirmation to the Paying Agent and the Managers that the conditions in Clause 6.1 (*Conditions precedent for disbursement to the Issuer*) have been either satisfied in the Bond Trustee’s discretion or waived by the Bond Trustee pursuant to paragraph (c) of Clause 6.1 (*Conditions precedent for disbursement to the Issuer*).
- (b) Disbursement of the Net Proceeds can take place in one or several tranches, in each case only for the purpose set out in Clause 2.3 (*Use of proceeds*) and provided that the relevant conditions precedent have been satisfied or waived by the Bond Trustee in accordance with paragraph (a) above.

## **3. Conditions subsequent**

The Issuer shall ensure that each of the following documents are delivered to the Bond Trustee no later than within 90 days after the date of the first release of the Net proceeds from the Escrow Account, each in form and substance satisfactory to the Bond Trustee:

- (a) copies of all necessary corporate resolutions of each Ultimate Parent Group Senior Guarantor and each Ultimate Parent Group Junior Guarantor required to provide the Guarantee and each other Finance Document to which it is a party;
- (b) if applicable, a copy of a power of attorney (unless included in the relevant corporate resolutions) from each Ultimate Parent Group Senior Guarantor and each Ultimate Parent Group Junior Guarantor to relevant individuals for their execution of the Guarantee and each other Finance Document to which it is a party;
- (c) copies of each Ultimate Parent Group Senior Guarantor and each Ultimate Parent Group Junior Guarantor’s constitution, certificate of incorporation and certificate of current standing or certificate of good standing as applicable in respect of each such entity evidencing that it is validly existing;

- (d) each Guarantee documenting the Post-Disbursement Transaction Security being executed;
- (e) the Subordination Deed being executed, if required; and
- (f) all legal opinions or other statements as may be required by the Bond Trustee in respect of the Post-Disbursement Transaction Security and any other Finance Documents have been received in form and substance satisfactory to the Bond Trustee.

**4. Tap Issues**

- (a) The Issuer may issue Additional Bonds if:
  - (i) the Bond Trustee has received in due time (as determined by the Bond Trustee) prior to the issue date for such Tap Issue each of the following documents, in form and substance satisfactory to the Bond Trustee:
    - (A) a Tap Issue Addendum duly executed by all parties thereto;
    - (B) a Compliance Certificate which includes (in reasonable detail) calculations and figures evidencing compliance with the Incurrence Test;
    - (C) copies of all corporate resolutions required for the Tap Issue and the execution of the Tap Issue Addendum and any other Finance Documents;
    - (D) a copy of a power of attorney (unless included in the corporate resolutions) from the Issuer to relevant individuals for their execution of the Tap Issue Addendum and any other Finance Documents to which it is a party, or extracts from the relevant register or similar documentation evidencing such individuals' authorisation to execute such Finance Documents on behalf of the Issuer;
    - (E) copies of the Issuer's constitutional documents and a certificate of good standing in respect of the Issuer evidencing that the Issuer is validly existing;
    - (F) any amendment or security and guarantee confirmation required in respect of any Finance Documents in relation to the Tap Issue;
    - (G) confirmation that the applicable prospectus requirements (ref. the EU prospectus regulation ((EU) 2017/1129)) concerning the issuance of the Additional Bonds have been fulfilled;
    - (H) copies of any written documentation used in marketing the Additional Bonds or made public by the Issuer or any Manager in connection with the issuance of the Additional Bonds; and
    - (I) legal opinions or other statements as may be required by the Bond Trustee (including in respect of corporate matters relating to the Issuer and the legality, validity and enforceability of the Tap Issue Addendum and any other Finance Documents (if applicable)).
  - (ii) no Event of Default is continuing; and

- (iii) the representations and warranties contained in Clause 7 (*Representations and Warranties*) of these Bond Terms are true and correct in all material respects and repeated by the Issuer as at the date of issuance of such Additional Bonds.
- (b) The Issuer may establish a separate escrow account (with a bank acceptable to the Bond Trustee, and where the bank has waived any set-off rights), where the Net Proceeds from the Tap Issue may be deposited until all conditions precedent for release from the Escrow Account have been fulfilled. Such escrow account shall be pledged on a first priority basis in favour of the Bond Trustee (on behalf of the Bondholders under the relevant Tap Issue), and be blocked (or otherwise restricted, as determined by the Bond Trustee) so that no withdrawals can be made therefrom without the Bond Trustee's prior written consent.
- (c) If the Net Proceeds from the Tap Issue will be deposited on a separate escrow account in accordance with paragraph (b) above, the Additional Bonds will be issued under a separate ISIN as temporary bonds. The temporary bonds will only be secured with the pledge over the escrow account. After all funds on the escrow account have been fully and irrevocably released to the Issuer, the Issuer shall ensure that the temporary bonds are converted into the ISIN for the Bonds. Temporary bonds may, prior to conversion into the ISIN for the Bonds, be subject to mandatory provisions in the relevant Tap Issue Addendum.
- (d) The Bond Trustee may (at its sole discretion and in each case) waive or postpone the delivery of certain conditions precedent, and the Bond Trustee may (on behalf of the Bondholders) agree to a closing procedure with the Issuer, substantially on the same terms as the Closing Procedure (to the extent applicable).

## **7. REPRESENTATIONS AND WARRANTIES**

The Issuer makes the representations and warranties set out in this Clause 7, in respect of itself each Guarantor to the Bond Trustee (on behalf of the Bondholders) at the following times and with reference to the facts and circumstances then existing:

- (a) on the date of these Bond Terms;
- (b) on the Issue Date;
- (c) on each date of disbursement of proceeds from the Escrow Account; and
- (d) on the date of issuance of any Additional Bonds.

### **7.1 Status**

It is an exempted company incorporated with limited liability, duly incorporated and validly existing and registered under the laws of its jurisdiction of incorporation, and has the power to own its assets and carry on its business as it is being conducted.

### **7.2 Power and authority**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, these Bond Terms and any other Finance Document to which it is a party and the transactions contemplated by those Finance Documents.

### **7.3 Valid, binding and enforceable obligations**

These Bond Terms and each other Finance Document to which it is a party constitutes (or will constitute, when executed by the respective parties thereto) its legal, valid and binding obligations, enforceable in accordance with their respective terms, and (save as provided for therein) no further registration, filing, payment of tax or fees or other formalities are necessary or desirable to render the said documents enforceable against it.

### **7.4 Non-conflict with other obligations**

The entry into and performance by it of these Bond Terms and any other Finance Document to which it is a party and the transactions contemplated thereby do not and will not conflict with (i) any law or regulation or judicial or official order; (ii) its constitutional documents; or (iii) any agreement or instrument which is binding upon it or any of its assets.

### **7.5 No Event of Default**

- (a) No Event of Default exists or is likely to result from the making of any disbursement of proceeds or the entry into, the performance of, or any transaction contemplated by, any Finance Document.
- (b) No other event or circumstance has occurred which constitutes (or with the expiry of any grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which has or is likely to have a Material Adverse Effect.

### **7.6 Authorisations and consents**

All authorisations, consents, approvals, resolutions, licences, exemptions, filings, notarisations or registrations required:

- (a) to enable it to enter into, exercise its rights and comply with its obligations under these Bond Terms or any other Finance Document to which it is a party; and
- (b) to carry on its business as presently conducted and as contemplated by these Bond Terms,

have been obtained or effected and are in full force and effect.

### **7.7 Litigation**

No litigation, arbitration or administrative proceedings or investigations of or before any court, arbitral body or agency which, if adversely determined, is likely to have a Material Adverse Effect and have (to the best of its knowledge and belief) been started or threatened against it or any of its Subsidiaries.

### **7.8 Financial Reports**

Its most recent Financial Reports fairly and accurately represent the assets and liabilities and financial condition as at their respective dates, and have been prepared in accordance with the Accounting Standard, consistently applied.

### **7.9 No Material Adverse Effect**

Since the date of the most recent Financial Reports, there has been no change in its business, assets or financial condition that is likely to have a Material Adverse Effect.

### **7.10 No misleading information**

Any factual information provided by it to the Bondholders or the Bond Trustee for the purposes of the issuance of the Bonds was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

### **7.11 No withholdings**

The Issuer is not required to make any deduction or withholding from any payment which it may become obliged to make to the Bond Trustee or the Bondholders under the Finance Documents.

### **7.12 Pari passu ranking**

Its payment obligations under these Bond Terms or any other Finance Document to which it is a party ranks as set out in Clause 2.4 (*Status of the Bonds*).

### **7.13 Security**

No Security exists over any of the present assets of any Issuer Group Company in conflict with these Bond Terms.

## **8. PAYMENTS IN RESPECT OF THE BONDS**

### **1. Covenant to pay**

- (a) The Issuer will unconditionally make available to or to the order of the Bond Trustee and/or the Paying Agent all amounts due on each Payment Date pursuant to the terms of these Bond Terms at such times and to such accounts as specified by the Bond Trustee and/or the Paying Agent in advance of each Payment Date or when other payments are due and payable pursuant to these Bond Terms.
- (b) All payments to the Bondholders in relation to the Bonds shall be made to each Bondholder registered as such in the CSD on the Relevant Record Date, by, if no specific order is made by the Bond Trustee, crediting the relevant amount to the bank account nominated by such Bondholder in connection with its securities account in the CSD.
- (c) Payment constituting good discharge of the Issuer's payment obligations to the Bondholders under these Bond Terms will be deemed to have been made to each Bondholder once the amount has been credited to the bank holding the bank account nominated by the Bondholder in connection with its securities account in the CSD. If the paying bank and the receiving bank are the same, payment shall be deemed to have been made once the amount has been credited to the bank account nominated by the Bondholder in question.
- (d) If a Payment Date or a date for other payments to the Bondholders pursuant to the Finance Documents falls on a day on which either of the relevant CSD settlement system or the relevant currency settlement system for the Bonds are not open, the payment shall be made on the first following possible day on which both of the said systems are open, unless any provision to the contrary has been set out for such payment in the relevant Finance Document.

**2. Default interest**

- (a) Default interest will accrue on any Overdue Amount from and including the Payment Date on which it was first due to and excluding the date on which the payment is made at the Interest Rate plus 3 percentage points per annum.
- (b) Default interest accrued on any Overdue Amount pursuant to this Clause 8.2 will be added to the Overdue Amount on each Interest Payment Date until the Overdue Amount and default interest accrued thereon have been repaid in full.
- (c) Upon the occurrence of a Listing Failure Event and for as long as such Listing Failure Event is continuing, the interest on any principal amount outstanding under these Bond Terms will accrue at the Interest Rate plus 1 percentage point per annum.

**3. Partial Payments**

- (a) If the Paying Agent or the Bond Trustee receives a Partial Payment, such Partial Payment shall, in respect of the Issuer's debt under the Finance Documents be considered made for discharge of the debt of the Issuer in the following order of priority:
  - (i) firstly, towards any outstanding fees, liabilities and expenses of the Bond Trustee and any Security Agent;
  - (ii) secondly, towards accrued interest due but unpaid; and
  - (iii) thirdly, towards any other outstanding amounts due but unpaid under the Finance Documents.
- (b) Notwithstanding paragraph (a) above, any Partial Payment which is distributed to the Bondholders, shall, after the above mentioned deduction of outstanding fees, liabilities and expenses, be applied (i) firstly towards any principal amount due but unpaid and (ii) secondly, towards accrued interest due but unpaid, in the following situations:
  - (i) if the Bond Trustee has served a Default Notice in accordance with Clause 14.2 (*Acceleration of the Bonds*); or
  - (ii) if a resolution according to Clause 15 (*Bondholders' Decisions*) has been made.

**4. Taxation**

- (a) The Issuer is responsible for withholding any withholding tax imposed by applicable law on any payments to be made by it in relation to the Finance Documents.
- (b) The Issuer shall, if any tax is withheld in respect of the Bonds under the Finance Documents:
  - (i) gross up the amount of the payment due from it up to such amount which is necessary to ensure that the Bondholders or the Bond Trustee, as the case may be, receive a net amount which is (after making the required withholding) equal to the payment which would have been received if no withholding had been required; and
  - (ii) at the request of the Bond Trustee, deliver to the Bond Trustee evidence that the required tax deduction or withholding has been made.

- (c) Any public fees levied on the trade of Bonds in the secondary market shall be paid by the Bondholders, unless otherwise provided by law or regulation, and the Issuer shall not be responsible for reimbursing any such fees.
- (d) The Bond Trustee shall not have any responsibility to obtain information about the Bondholders relevant for the tax obligations pursuant to these Bond Terms.

**5. Currency**

- (a) All amounts payable under the Finance Documents shall be payable in the Bond Currency. If, however, the Bond Currency differs from the currency of the bank account connected to the Bondholder's account in the CSD, any cash settlement may be exchanged and credited to this bank account.
- (b) Any specific payment instructions, including foreign exchange bank account details, to be connected to the Bondholder's account in the CSD must be provided by the relevant Bondholder to the Paying Agent (either directly or through its account manager in the CSD) within 5 Business Days prior to a Payment Date. Depending on any currency exchange settlement agreements between each Bondholder's bank and the Paying Agent, and opening hours of the receiving bank, cash settlement may be delayed, and payment shall be deemed to have been made once the cash settlement has taken place, provided, however, that no default interest or other penalty shall accrue for the account of the Issuer for such delay.

**6. Set-off and counterclaims**

Neither the Issuer nor any Guarantor may apply or perform any counterclaims or set-off against any payment obligations pursuant to these Bond Terms or any other Finance Document.

**9. INTEREST**

**1. Calculation of interest**

- (a) Each Outstanding Bond will accrue interest at the Interest Rate on the Nominal Amount for each Interest Period, commencing on and including the first date of the Interest Period, and ending on but excluding the last date of the Interest Period.
- (b) Any Additional Bond will accrue interest at the Interest Rate on the Nominal Amount commencing on the first date of the Interest Period in which the Additional Bonds are issued and thereafter in accordance with paragraph (a) above.
- (c) Interest shall be calculated on the basis of a 360-day year comprised of twelve months of 30 days each (30/360-days basis), unless:
  - (i) the last day in the relevant Interest Period is the 31<sup>st</sup> calendar day but the first day of that Interest Period is a day other than the 30<sup>th</sup> or the 31<sup>st</sup> day of a month, in which case the month that includes that last day shall not be shortened to a 30-day month; or
  - (ii) the last day of the relevant Interest Period is the last calendar day in February, in which case February shall not be lengthened to a 30-day month.

**2. Payment of interest**

Interest shall fall due on each Interest Payment Date for the corresponding preceding Interest Period and, with respect to accrued interest on the principal amount then due and payable, on each Repayment Date.

**10. REDEMPTION AND REPURCHASE OF BONDS**

**1. Redemption of Bonds**

The Outstanding Bonds will mature in full on the Maturity Date and shall be redeemed by the Issuer on the Maturity Date at a price equal to 100 per cent. of the Nominal Amount.

**2. Voluntary early redemption - Call Option**

- (a) The Issuer may redeem all or a part of the Outstanding Bonds (the “**Call Option**”) on any Business Day from and including:
  - (i) the Issue Date to, but not including, the First Call Date at a price equal to the Make Whole Amount;
  - (ii) the First Call Date to, but not including, the Interest Payment Date on 29 July 2029 at a price equal to 105.625 per cent. of the Nominal Amount for each redeemed Bond (the “**First Call Price**”);
  - (iii) Interest Payment Date on 29 July 2029 to, but not including, the Interest Payment Date on 29 January 2030 at a price equal to 103.375 per cent. of the Nominal Amount for each redeemed Bond; and
  - (iv) the Interest Payment Date on 29 January 2030 to, but not including, the Maturity Date at a price equal to 100 per cent. of the Nominal Amount for each redeemed Bond.
- (b) Any redemption of Bonds pursuant to paragraph (a) above shall be determined based upon the redemption prices applicable on the Call Option Repayment Date.
- (c) The Call Option may be exercised by the Issuer by written notice (the “**Call Notice**”) to the Bond Trustee and the Bondholders at least 10 Business Days prior to the proposed Call Option Repayment Date. Such Call Notice sent by the Issuer is irrevocable and shall specify the Call Option Repayment Date, but may, at the Issuer’s discretion, be subject to the satisfaction of one or more conditions precedent, to be satisfied or waived by the Issuer no later than 3 Business Days prior to the Call Option Repayment Date. If such conditions precedent have not been satisfied or waived by that date (other than those which are satisfied on the date of closing), the Call Notice shall be null and void.
- (d) The Call Option Repayment Date may, at the Issuer’s discretion, be postponed maximum 3 times by written notice to the Bond Trustee at least 3 Business Days before the then applicable Call Option Repayment Date, provided that the Call Option Repayment Date will not be delayed with more than a total of 10 Business Days from the original Call Option Repayment Date.
- (e) Unless the Make Whole Amount is set out in the Call Notice, the Issuer shall calculate the Make Whole Amount and provide such calculation by written notice to the Bond Trustee as soon as possible and at the latest within 3 Business Days from the date of the Call Notice.

- (f) Any Call Option exercised in part will be used for *pro rata* payment to the Bondholders in accordance with the applicable regulations of the CSD.

### 3. **Mandatory repurchase due to a Put Option Event**

- (a) Upon the occurrence of a Put Option Event, each Bondholder will have the right (the “**Put Option**”) to require that the Issuer purchases all or some of the Bonds held by that Bondholder at a price equal to 101.00 per cent. of the Nominal Amount.
- (b) The Put Option must be exercised within 15 Business Days after the Issuer has given notice to the Bond Trustee and the Bondholders via the CSD that a Put Option Event has occurred pursuant to Clause 12.3 (*Put Option Event*). Once notified, the Bondholders’ right to exercise the Put Option is irrevocable.
- (c) Each Bondholder may exercise its Put Option by written notice to its account manager for the CSD, who will notify the Paying Agent of the exercise of the Put Option. The Put Option Repayment Date will be the 5<sup>th</sup> Business Day after the end of 15 Business Days exercise period referred to in paragraph (b) above. However, the settlement of the Put Option will be based on each Bondholders holding of Bonds at the Put Option Repayment Date.
- (d) If Bonds representing more than 90.00 per cent. of the Outstanding Bonds have been repurchased pursuant to this Clause 10.3, the Issuer is entitled to repurchase all the remaining Outstanding Bonds at the price stated in paragraph (a) above by notifying the remaining Bondholders of its intention to do so no later than 10 Business Days after the Put Option Repayment Date. Such notice sent by the Issuer is irrevocable and shall specify the Call Option Repayment Date.

### 4. **Early redemption option due to a tax event**

If the Issuer is or will be required to gross up any withheld tax imposed by law from any payment in respect of the Bonds under the Finance Documents pursuant to Clause 8.4 (*Taxation*) as a result of a change in applicable law implemented after the date of these Bond Terms, the Issuer will have the right to redeem all, but not only some, of the Outstanding Bonds at a price equal to 100 per cent. of the Nominal Amount. The Issuer shall give written notice of such redemption to the Bond Trustee and the Bondholders at least 20 Business Days prior to the Tax Event Repayment Date, provided that no such notice shall be given earlier than 40 Business Days prior to the earliest date on which the Issuer would be obliged to withhold such tax were a payment in respect of the Bonds then due.

### 5. **Mandatory Tender Offer**

- (a) The Issuer shall, in the event one or more Unrestricted Assets are sold or otherwise disposed of, in one or several transactions, realizing aggregate Net Sale Proceeds of minimum USD 50,000,000, offer to the Bondholders to buy back Bonds at a price of 100 per cent. of the Nominal Amount (a “**Mandatory Tender Offer**”) using Net Sale Proceeds limited to 50 per cent. of the aggregate amount of Net Sale Proceeds received by the Issuer Group from such sale or disposal (and less any amount previously offered in a Mandatory Tender Offer) and in each case limited to an aggregate consideration payable of USD 100,000,000.
- (b) The Mandatory Tender Offer shall be made no later than 20 calendar days after the relevant Net Sale Proceeds have been received and be open for acceptance for 10

Business Days with settlement no later than 5 Business Days after such acceptance period.

- (c) If the Mandatory Tender Offer is accepted in respect of Bonds in excess of the amount of Net Sale Proceeds available in the Mandatory Tender Offer, the offer shall be allocated on a *pro rata* basis among the Bondholders which have accepted the Mandatory Tender Offer in relation to the amount of Bonds tendered.

## 6. **Mandatory Redemption – GTA Farm-down Event**

- (a) Upon the occurrence of a GTA Farm-down Event, the Issuer shall, no later than 10 Business Days after completion of such sale apply an amount equal to the GTA Farm-Down Amount towards the redemption of Outstanding Bonds at a redemption price equal to:
  - (i) the First Call Price if the redemption date for such Outstanding Bonds occurs prior to the First Call Date; or
  - (ii) at the prevailing call prices set out in Clause 10.2 (*Voluntary early redemption – Call Option*) if the redemption date of such Outstanding Bonds occurs on the First Call Date or any time thereafter,

in each case including accrued but unpaid interest on the redeemed Bonds,

and for the purpose of this clause, the “**GTA Farm-Down Amount**” shall mean an amount calculated (for each GTA Farm-Down Event) as a percentage of the aggregate Nominal Amount of the Outstanding Bonds equal to the reduction, expressed as a percentage, of the Issuer Group’s reduction of its working interest in the GTA Field expressed as a percentage of its working interest prior to that GTA Farm-down Event, multiplied with 110 per cent.

- (b) Any redemption in part will be used for *pro rata* payment to the Bondholders in accordance with the applicable regulations of the CSD.

## 11. **PURCHASE AND TRANSFER OF BONDS**

### 1. **Issuer’s purchase of Bonds**

The Issuer, any other Issuer Group Company and their respective Affiliates may purchase and hold Bonds and such Bonds may at the Issuer’s discretion be retained by the Issuer, other Issuer Group Company or Affiliate or sold but not discharged.

### 2. **Restrictions**

- (a) Certain purchase or selling restrictions may apply to Bondholders under applicable local laws and regulations from time to time. Neither the Issuer nor the Bond Trustee shall be responsible for ensuring compliance with such laws and regulations and each Bondholder is responsible for ensuring compliance with the relevant laws and regulations at its own cost and expense.
- (b) A Bondholder who has purchased Bonds in breach of applicable restrictions may, notwithstanding such breach, benefit from the rights attached to the Bonds pursuant to these Bond Terms (including, but not limited to, voting rights), provided that the Issuer shall not incur any additional liability by complying with its obligations to such Bondholder.

## **12. INFORMATION UNDERTAKINGS**

### **1. Financial Reports**

- (a) The Issuer shall prepare Annual Financial Statements in the English language and make them available on its website (alternatively by arranging for publication on another relevant information platform) as soon as they become available, and not later than 4 months after the end of the financial year, first time for the financial year ending 31 December 2025.
- (b) The Issuer shall prepare Interim Accounts in the English language and make them available on its website (alternatively by arranging for publication on another relevant information platform) as soon as they become available, and not later than 2 months after the end of the relevant interim period, first time for the quarter ending 30 June 2026.
- (c) The Issuer shall procure that the Financial Reports are prepared using the Accounting Standard consistently applied.

### **2. Requirements for Compliance Certificates**

- (a) The Issuer shall supply to the Bond Trustee, in connection with the publication of its Financial Reports pursuant to Clause 12.1 (*Financial Reports*) (but not including the periods ending prior to the Issue Date), a Compliance Certificate with a copy of the Financial Reports attached thereto. The Compliance Certificate shall be duly signed by a director or the chief financial officer (or an equivalent officer) of the Issuer, certifying *inter alia* that the Financial Reports fairly represent its financial condition as at the date of the relevant Financial Report and setting out (in reasonable detail) computations evidencing compliance with Clause 13.20 (*Financial covenants*) as at such date.
- (b) If there is an event which is subject to the Incurrence Test, the Compliance Certificate shall include (in reasonable detail) calculations and figures evidencing compliance with the Incurrence Test.

### **3. Put Option Event**

The Issuer shall promptly inform the Bond Trustee in writing after becoming aware that a Put Option Event has occurred.

### **4. Listing Failure Event**

The Issuer shall promptly inform the Bond Trustee in writing if a Listing Failure Event has occurred. However, no Event of Default shall occur if the Issuer fails (i) to list the Bonds in accordance with Clause 4 (*Admission to Listing*) or (ii) to inform of such Listing Failure Event, and such failure shall result in the accrual of default interest in accordance with paragraph (c) of Clause 8.2 (*Default interest*) for as long as such Listing Failure Event is continuing.

### **5. Reserve Value Report**

The Issuer shall, together with the publication of its Annual Financial Statements for any financial year, provide to the Bond Trustee an updated Reserve Value Report as at no later than the last day of that financial year (first time latest April 2026). The Issuer shall ensure that no more than 12 months shall lapse between each updated Reserve Value Report. The

Issuer may, in its sole discretion, at any time provide an updated Reserve Value Report, and such Reserve Value Report shall replace the previous Reserve Value Reports.

**6. Termination Event**

The Issuer shall promptly inform the Bond Trustee of the occurrence of any event which could reasonably be expected to result in a Termination Event, if such Termination Event would or could reasonably be expected to have a Material Adverse Effect.

**7. Litigation etc.**

The Issuer shall, promptly upon becoming aware of them, send the Bond Trustee information of the occurrence of such event and relevant details of any: (a) litigations, arbitrations or administrative proceedings which have been or might be started by or against the Issuer and which, if decided adversely is likely to have a Material Adverse Effect; and (b) other events which have occurred or might occur and which is likely to have a Material Adverse Effect, as the Bond Trustee may reasonably request.

**8. Information: Miscellaneous**

The Issuer shall:

- (a) promptly inform the Bond Trustee in writing of any Event of Default or any event or circumstance which the Issuer understands or could reasonably be expected to understand may lead to an Event of Default and the steps, if any, being taken to remedy it;
- (b) at the request of the Bond Trustee, report the balance of the Issuer's Bonds (to the best of its knowledge, having made due and appropriate enquiries);
- (c) send the Bond Trustee copies of any statutory notifications of the Issuer, including but not limited to in connection with mergers, de-mergers and reduction of the Issuer's share capital or equity;
- (d) if the Bonds are listed on an Exchange, send a copy to the Bond Trustee of its notices to the Exchange;
- (e) if the Issuer and/or the Bonds are rated, inform the Bond Trustee of its and/or the rating of the Bonds, and any changes to such rating;
- (f) inform the Bond Trustee of changes in the registration of the Bonds in the CSD; and
- (g) within a reasonable time, provide such information about the Issuer's and the Issuer Group's business, assets and financial condition as the Bond Trustee may reasonably request.

**13. GENERAL AND FINANCIAL UNDERTAKINGS**

The Issuer undertakes to (and shall, where applicable, procure that the other Issuer Group Companies will) comply with the undertakings set forth in this Clause 13.

**1. Authorisations**

The Issuer shall, and shall procure that each other Issuer Group Company will, obtain, maintain and comply with the terms of any authorisation, approval, license and consent

required for the conduct of its business as carried out from time to time, if failure to do the same would have a Material Adverse Effect.

**2. Compliance with laws**

The Issuer shall, and shall procure that each other Issuer Group Company will, comply with all laws and regulations to which it may be subject from time to time, if failure to comply would have a Material Adverse Effect.

**3. Continuation of business**

The Issuer shall procure that no material change is made to the general nature (being a group of companies involved in the development and operation of oil and gas assets) of the Issuer Group's business from that carried on by the Issuer Group at the Issue Date.

**4. Corporate status**

The Issuer shall not change its type of organisation or jurisdiction of incorporation.

**5. Operations**

The Issuer shall, and shall ensure that each other Issuer Group Company will, ensure that the operations of the Issuer Group are conducted in accordance with acknowledged practices related to the oil and gas industry, if failure to comply would have a Material Adverse Effect.

**6. Mergers**

The Issuer shall not, and shall procure that no other Issuer Group Company will, carry out any merger or other business combination or corporate reorganisation involving the consolidation of assets and obligations of the Issuer or any other Issuer Group Company with any person other than:

- (a) another Issuer Group Company; or
- (b) as part of an Incorporated JV Transaction,

in each case if such transaction would have a Material Adverse Effect and provided that (i) if such merger involves the Issuer, the Issuer shall be the surviving entity and (ii) the merged or combined entity provides the Transaction Security in accordance with Clauses 2.5 (*Transaction Security*) and 2.6 (*Additional Transaction Security*).

**7. De-mergers**

The Issuer shall not, and shall procure that no other Issuer Group Company will, carry out any de-merger or other corporate reorganisation having the same effect as a de-merger other than any de-merger or other corporate reorganisation:

- (a) of any Issuer Group Company (other than the Issuer) into two or more separate companies or entities which are wholly-owned by an Issuer Group Company; or
- (b) as part of an Incorporated JV Transaction,

in each case provided that any such de-merger or other corporate reorganisation is carried out at arm's length terms and does not have a Material Adverse Effect.

**8. Distributions**

The Issuer shall not, and shall procure that no other Issuer Group Company will, make any Distribution other than a Permitted Distribution.

**9. Financial Indebtedness**

The Issuer shall not, and shall procure that no other Issuer Group Company will, incur, create, maintain or permit to subsist any Financial Indebtedness other than Permitted Financial Indebtedness.

**10. Negative pledge**

The Issuer shall not, and shall procure that no other Issuer Group Company will, create or allow to subsist, retain, provide, prolong or renew any Security over any of its/their assets (whether present or future) other than Permitted Security.

**11. Financial Support**

The Issuer shall not, and shall procure that no other Issuer Group Company shall, grant or permit to subsist any Financial Support to or for the benefit of any third party other than Permitted Financial Support.

**12. Disposals**

The Issuer shall not, and shall procure that no other Issuer Group Company will, sell, transfer or otherwise dispose of any assets (other than in relation to an Incorporated JV Transaction) (including shares or other securities in any person) or operations, unless:

- (a) the transaction is carried out in the ordinary course of business and would not have a Material Adverse Effect;
- (b) the transaction is carried out at commercial terms no less favourable to the relevant Issuer Group Company than those that would have prevailed in an arm's length transaction; and

in each case, that the requirements relating to any GTA Farm-down Event or Mandatory Tender Offer are complied with (to the extent required).

**13. Insurances**

The Issuer shall, and shall procure that each other Issuer Group Company will, maintain Insurances on or in relation to their business and assets with reputable independent insurance companies or underwriters against those risks and to the extent as is usual for companies carrying on the same or substantially similar business.

**14. Related party transactions**

Without limiting Clause 13.2 (*Compliance with laws*), the Issuer shall, and shall procure that each other Issuer Group Company will, conduct all business transactions with any Affiliate which is not an Issuer Group Company on an arm's length basis.

**15. Anti-corruption and sanctions**

- (a) The Issuer shall, and shall procure that all other Issuer Group Companies will:

- (i) ensure that no proceeds from the issuance of the Bonds are used by any Issuer Group Company for any purpose which would breach any applicable acts, regulations or laws on bribery, corruption, money laundering or similar; and
  - (ii) conduct its business in all material respects in compliance with applicable anti-corruption and sanction laws.
- (b) The Issuer shall not, and shall ensure that no Issuer Group Company will, engage in any conduct prohibited by any sanctions.

**16. Hedging**

The Issuer shall not, and shall procure that no other Issuer Group Company will, enter into any hedging arrangements or other derivative transactions not being Permitted Hedging Obligations.

**17. Transaction Security Documents**

The Issuer shall (and shall procure that each Issuer Group Company and Security Provider will) ensure that the Transaction Security Documents to which it is party remain in full force and effect, and do all acts, and promptly take all acts as the Bond Trustee may reasonably require in order to ensure that all Transaction Security remains duly created, enforceable and perfected with such ranking and priority contemplated herein, at the expense of the Issuer.

**18. Accounts**

The Issuer shall ensure that each Account is opened and maintained with an Acceptable Bank, provided that each Issuer Group Company may open and maintain any Exempted Accounts with such banks as required under law or regulation, regardless of whether the account bank is an Acceptable Bank.

**19. Existing Ultimate Parent Notes**

The Issuer shall ensure that, no later than 90 days after the date of the first disbursement of Net Proceeds from the Escrow Account, no less than USD 250,000,000 in principal amount of the Existing Ultimate Parent Notes have within that period been redeemed and cancelled.

**20. Financial covenants**

- (a) The Issuer shall, on a consolidated basis for the Issuer Group, comply with the following financial covenants:
- (i) **Minimum Liquidity:** The Issuer shall ensure that the Issuer Group at all times maintains a minimum Liquidity of the higher of USD 17,500,000 and 5.0 per cent. of the Outstanding Bonds at any time.
  - (ii) **Asset Coverage Ratio:** The Issuer shall ensure that the Issuer Group maintains an Asset Coverage Ratio of minimum 1.25:1.0.
- (b) Compliance with the minimum Liquidity shall be measured as of each Quarter Date and Asset Coverage Ratio as of each 31 December and, in each case, certified by the Issuer by the delivery of the Compliance Certificate setting out such compliance in reasonable detail, with the delivery of each relevant Financial Report.
- (c) For the purpose of calculating the Asset Coverage Ratio, the Reserve Value shall be calculated as set out in the latest Reserve Value Report, provided that any Reserve

Value attributable to any working interest and/or oil and gas reserves and/or related rights in whole or part disposed of, cancelled, withdrawn, revoked, abandoned, expired or otherwise terminated or discontinued since the date of the latest Reserve Value Report shall be excluded from the calculation of Reserve Value to the extent so affected. For the sake of clarity, any additional working interest and/or new oil and gas reserves and/or related rights or any increased interest in any existing oil and gas reserves acquired since the date of the latest Reserve Value Report shall only be included in the calculation of Reserve Value when the same has been included in a new, updated and published Reserve Value Report (including on a *pro forma* basis in respect of assets to be acquired).

**21. Incurrence Test**

- (a) The Incurrence Test shall be applied in respect of any Permitted Distributions by the Issuer and any Tap Issues.
- (b) The Incurrence Test is met in respect of any Permitted Distribution:
  - (i) of up to 50 per cent. of the Issuer Group's Free Cash Flow After Debt Service for any Relevant Period, if the Asset Coverage Ratio is higher than 1.25:1.0 and less than (or equal to) 1.75:1.0; or
  - (ii) of up to 100 per cent. of the Issuer Group's Free Cash Flow After Debt Service for any Relevant Period if the Asset Coverage Ratio is higher than 1.75:1.0.
- (c) The Incurrence Test is met in respect of any Tap Issue if,
  - (i) in a Tap Issue in which the Asset Coverage Ratio is higher than 1.75:1.0, an Ultimate Parent Equity Contribution is received by the Issuer of minimum USD 0.50 per USD 1.00 raised in the Tap Issue; or
  - (ii) in a Tap Issue in which the Asset Coverage Ratio is equal or lower than 1.75:1.0, an Ultimate Parent Equity Contribution is received by the Issuer of minimum USD 1.00 per USD 1.00 raised in the Tap Issue.
- (d) If the Incurrence Test is applied in respect of a Permitted Distribution, the Distribution shall be taken into account *pro forma* such that the cash which will be distributed as a result of such Permitted Distribution shall not reduce total Net Debt.
- (e) If the Incurrence Test is applied in respect of a Tap Issue, the Financial Indebtedness raised through such Tap Issue shall be taken into account *pro forma* such that the Net Debt is increased by such additional Financial Indebtedness, but cash received from any Tap Issue or Ultimate Parent Equity Contribution shall not reduce total Net Debt.
- (f) Compliance with the Incurrence Test is subject to, in each case, that no Event of Default is outstanding or would result from the relevant event for which compliance with the Incurrence Test is required.

**14. EVENTS OF DEFAULT AND ACCELERATION OF THE BONDS**

**1. Events of Default**

Each of the events or circumstances set out in this Clause 14.1 shall constitute an Event of Default:

(a) *Non-payment*

The Issuer or a Guarantor fails to pay any amount payable by it under the Finance Documents when such amount is due for payment, unless:

- (i) its failure to pay is caused by administrative or technical error in payment systems or the CSD and payment is made within 5 Business Days following the original due date; or
- (ii) in the discretion of the Bond Trustee, the Issuer has substantiated that it is likely that such payment will be made in full within 5 Business Days following the original due date.

(b) *Breach of other obligations*

The Issuer or a Guarantor does not comply with any provision of the Finance Documents other than set out under paragraph (a) (*Non-payment*) above, unless such failure is capable of being remedied and is remedied within 20 Business Days after the earlier of the Issuer's actual knowledge thereof, or notice thereof is given to the Issuer by the Bond Trustee.

(c) *Misrepresentation*

Any representation, warranty or statement (including statements in Compliance Certificates) made by the Issuer or a Guarantor under or in connection with any Finance Documents is or proves to have been incorrect, inaccurate or misleading in any material respect when made, unless the circumstances giving rise to the misrepresentation are capable of remedy and are remedied within 20 Business Days of the earlier of the Bond Trustee giving notice to the Issuer or the Issuer becoming aware of such misrepresentation.

(d) *Cross default*

If for any Ultimate Parent Group Company:

- (i) any Financial Indebtedness is not paid when due nor within any applicable grace period; or
- (ii) any Financial Indebtedness is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described); or
- (iii) any commitment for any Financial Indebtedness is cancelled or suspended by a creditor as a result of an event of default (however described); or
- (iv) any creditor becomes entitled to declare any Financial Indebtedness due and payable prior to its specified maturity as a result of an event of default (however described),

provided however that the aggregate amount of such Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (i) to (iv) above exceeds a total of USD 10,000,000 (or its equivalent in any other currency) for the

Issuer Group or total of USD 50,000,000 (or its equivalent in any other currency) for the Ultimate Parent Group.

(e) *Insolvency and insolvency proceedings*

Any Ultimate Parent Group Company:

- (i) is Insolvent; or
- (ii) is object of any corporate action or any legal proceedings is taken in relation to:
  - (A) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) other than a solvent liquidation or reorganisation; or
  - (B) a composition, compromise, assignment or arrangement with any creditor which may materially impair the Issuer's ability to perform its obligations under these Bond Terms; or
  - (C) the appointment of a liquidator (other than in respect of a solvent liquidation), receiver, administrative receiver, administrator, compulsory manager or other similar officer of any of its assets; or
  - (D) enforcement of any Security over any of its or their assets having an aggregate value exceeding the threshold amount set out in paragraph (d) (*Cross default*) above; or
  - (E) for paragraphs (A) to (D) above, any analogous procedure or step is taken in any jurisdiction in respect of any such company.

However, this shall not apply to any petition which is frivolous or vexatious and is discharged, stayed or dismissed within 20 Business Days of commencement.

(f) *Creditor's process*

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of any Ultimate Parent Group Company having an aggregate value exceeding any of the threshold amounts set out in paragraph (d) (*Cross default*) above and is not discharged within 20 Business Days.

(g) *Unlawfulness*

It is or becomes unlawful for Issuer or any Guarantor to perform or comply with any of its obligations under the Finance Documents to the extent this may materially impair:

- (i) the ability of the Issuer or such Guarantor (as applicable) to perform its obligations under these Bond Terms; or
- (ii) the ability of the Bond Trustee or any Security Agent to exercise any material right or power vested to it under the Finance Documents.

## 2. **Acceleration of the Bonds**

If an Event of Default has occurred and is continuing, the Bond Trustee may, in its discretion in order to protect the interests of the Bondholders, or upon instruction received from the Bondholders pursuant to Clause 14.3 (*Bondholders' instructions*) below, by serving a notice (a "**Default Notice**") to the Issuer:

- (a) declare that the Outstanding Bonds, together with accrued interest and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, at which time they shall become immediately due and payable; and/or
- (b) exercise (or direct the Security Agent to exercise) any or all of its rights, remedies, powers or discretions under the Finance Documents or take such further measures as are necessary to recover the amounts outstanding under the Finance Documents.

## 3. **Bondholders' instructions**

The Bond Trustee shall serve a Default Notice if:

- (a) the Bond Trustee receives a demand in writing from Bondholders representing a simple majority of the Voting Bonds, that an Event of Default shall be declared, and a Bondholders' Meeting has not made a resolution to the contrary; or
- (b) the Bondholders' Meeting, by a simple majority decision, has approved the declaration of an Event of Default.

## 4. **Calculation of claim**

The claim derived from the Outstanding Bonds due for payment as a result of the serving of a Default Notice will be calculated at the call prices set out in Clause 10.2 (*Voluntary early redemption – Call Option*), as applicable at the following dates (and regardless of the Default Repayment Date):

- (a) for any Event of Default arising out of a breach of paragraph (a) (*Non-payment*) of Clause 14.1 (*Events of Default*), the claim will be calculated at the call price applicable at the date when such Event of Default occurred; and
- (b) for any other Event of Default, the claim will be calculated at the call price applicable at the date when the Default Notice was served by the Bond Trustee.

However, if the situations described in paragraph (a) or (b) above takes place prior to the First Call Date, the calculation shall be based on the First Call Price.

## 15. **BONDHOLDERS' DECISIONS**

### 1. **Authority of the Bondholders' Meeting**

- (a) Subject to Clause 17.1 (*Procedure for amendments and waivers*), a Bondholders' Meeting may, on behalf of the Bondholders, resolve to alter any of these Bond Terms, including, but not limited to, any reduction of principal or interest and any conversion of the Bonds into other capital classes.
- (b) The Bondholders' Meeting cannot resolve that any overdue payment of any instalment shall be reduced unless there is a *pro rata* reduction of the principal that has not fallen due, but may resolve that accrued interest (whether overdue or not) shall be reduced without a corresponding reduction of principal.

- (c) The Bondholders' Meeting may not adopt resolutions which will give certain Bondholders an unreasonable advantage at the expense of other Bondholders.
- (d) Subject to the power of the Bond Trustee to take certain action as set out in Clause 16.1 (*Power to represent the Bondholders*), if a resolution by, or an approval of, the Bondholders is required, such resolution may be passed at a Bondholders' Meeting.
- (e) Resolutions passed at any Bondholders' Meeting will be binding upon all Bondholders.
- (f) At least 50 per cent. of the Voting Bonds must be represented at a Bondholders' Meeting for a quorum to be present.
- (g) Resolutions will be passed by simple majority of the Voting Bonds represented at the Bondholders' Meeting, unless otherwise set out in paragraph (h) below.
- (h) Save for any amendments or waivers which can be made without resolution pursuant to paragraph (a)(i) and (ii) of Clause 17.1 (*Procedure for amendments and waivers*), a majority of at least 2/3 of the Voting Bonds represented at the Bondholders' Meeting is required for approval of any waiver or amendment of these Bond Terms.

## **2. Procedure for arranging a Bondholders' Meeting**

- (a) A Bondholders' Meeting shall be convened by the Bond Trustee upon the request in writing of:
  - (i) the Issuer;
  - (ii) Bondholders representing at least 1/10 of the Voting Bonds;
  - (iii) the Exchange, if the Bonds are listed and the Exchange is entitled to do so pursuant to the general rules and regulations of the Exchange; or
  - (iv) the Bond Trustee.

The request shall clearly state the matters to be discussed and resolved.
- (b) If the Bond Trustee has not convened a Bondholders' Meeting within 10 Business Days after having received a valid request for calling a Bondholders' Meeting pursuant to paragraph (a) above, then the requesting party may call the Bondholders' Meeting itself.
- (c) Summons to a Bondholders' Meeting must be sent no later than 10 Business Days prior to the proposed date of the Bondholders' Meeting. The Summons shall be sent to all Bondholders registered in the CSD at the time the Summons is sent from the CSD. If the Bonds are listed, the Issuer shall ensure that the Summons is published in accordance with the applicable regulations of the Exchange. The Summons shall also be published on [www.stamdata.com](http://www.stamdata.com) (or other relevant information platform).
- (d) Any Summons for a Bondholders' Meeting must clearly state the agenda for the Bondholders' Meeting and the matters to be resolved. The Bond Trustee may include additional agenda items to those requested by the person calling for the Bondholders' Meeting in the Summons. If the Summons contains proposed amendments to these Bond Terms, a description of the proposed amendments must be set out in the Summons.

- (e) Items which have not been included in the Summons may not be put to a vote at the Bondholders' Meeting.
- (f) By written notice to the Issuer, the Bond Trustee may prohibit the Issuer from acquiring or dispose of Bonds during the period from the date of the Summons until the date of the Bondholders' Meeting, unless the acquisition of Bonds is made by the Issuer pursuant to Clause 10 (*Redemption and Repurchase of Bonds*).
- (g) A Bondholders' Meeting may be held on premises selected by the Bond Trustee, or if paragraph (b) above applies, by the person convening the Bondholders' Meeting (however to be held in the capital of the Relevant Jurisdiction). The Bondholders' Meeting will be opened and, unless otherwise decided by the Bondholders' Meeting, chaired by the Bond Trustee. If the Bond Trustee is not present, the Bondholders' Meeting will be opened by a Bondholder and be chaired by a representative elected by the Bondholders' Meeting (the Bond Trustee or such other representative, the "**Chairperson**").
- (h) Each Bondholder, the Bond Trustee and, if the Bonds are listed, representatives of the Exchange, or any person or persons acting under a power of attorney for a Bondholder, shall have the right to attend the Bondholders' Meeting (each a "**Representative**"). The Chairperson may grant access to the meeting to other persons not being Representatives, unless the Bondholders' Meeting decides otherwise. In addition, each Representative has the right to be accompanied by an advisor. In case of dispute or doubt regarding whether a person is a Representative or entitled to vote, the Chairperson will decide who may attend the Bondholders' Meeting and exercise voting rights.
- (i) Representatives of the Issuer have the right to attend the Bondholders' Meeting. The Bondholders Meeting may resolve to exclude the Issuer's representatives and/or any person holding only Issuer's Bonds (or any representative of such person) from participating in the meeting at certain times, however, the Issuer's representative and any such other person shall have the right to be present during the voting.
- (j) Minutes of the Bondholders' Meeting must be recorded by, or by someone acting at the instruction of, the Chairperson. The minutes must state the number of Voting Bonds represented at the Bondholders' Meeting, the resolutions passed at the meeting, and the results of the vote on the matters to be decided at the Bondholders' Meeting. The minutes shall be signed by the Chairperson and at least one other person. The minutes will be deposited with the Bond Trustee who shall make available a copy to the Bondholders and the Issuer upon request.
- (k) The Bond Trustee will ensure that the Issuer, the Bondholders and the Exchange are notified of resolutions passed at the Bondholders' Meeting and that the resolutions are published on [www.stamdata.com](http://www.stamdata.com) (or other relevant electronically platform or stock exchange announcement).
- (l) The Issuer shall bear the costs and expenses incurred in connection with convening a Bondholders' Meeting regardless of who has convened the Bondholders' Meeting, including any reasonable costs and fees incurred by the Bond Trustee.

### 3. **Voting rules**

- (a) Each Bondholder (or person acting for a Bondholder under a power of attorney) may cast one vote for each Voting Bond owned on the Relevant Record Date, ref. Clause

3.3 (*Bondholders' rights*). The Chairperson may, in its sole discretion, decide on accepted evidence of ownership of Voting Bonds.

- (b) Issuer's Bonds shall not carry any voting rights. The Chairperson shall determine any question concerning whether any Bonds will be considered Issuer's Bonds.
- (c) For the purposes of this Clause 15, a Bondholder that has a Bond registered in the name of a nominee will, in accordance with Clause 3.3 (*Bondholders' rights*), be deemed to be the owner of the Bond rather than the nominee. No vote may be cast by any nominee if the Bondholder has presented relevant evidence to the Bond Trustee pursuant to Clause 3.3 (*Bondholders' rights*) stating that it is the owner of the Bonds voted for. If the Bondholder has voted directly for any of its nominee registered Bonds, the Bondholder's votes shall take precedence over votes submitted by the nominee for the same Bonds.
- (d) Any of the Issuer, the Bond Trustee and any Bondholder has the right to demand a vote by ballot. In case of parity of votes, the Chairperson will have the deciding vote.

#### **4. Repeated Bondholders' Meeting**

- (a) Even if the necessary quorum set out in paragraph (e) of Clause 15.1 (*Authority of the Bondholders' Meeting*) is not achieved, the Bondholders' Meeting shall be held and voting completed for the purpose of recording the voting results in the minutes of the Bondholders' Meeting. The Bond Trustee or the person who convened the initial Bondholders' Meeting may, within 10 Business Days of that Bondholders' Meeting, convene a repeated meeting with the same agenda as the first meeting.
- (b) The provisions and procedures regarding Bondholders' Meetings as set out in Clause 15.1 (*Authority of the Bondholders' Meeting*), Clause 15.2 (*Procedure for arranging a Bondholders' Meeting*) and Clause 15.3 (*Voting rules*) shall apply *mutatis mutandis* to a repeated Bondholders' Meeting, with the exception that the quorum requirements set out in paragraph (e) of Clause 15.1 (*Authority of the Bondholders' Meeting*) shall not apply to a repeated Bondholders' Meeting. A Summons for a repeated Bondholders' Meeting shall also contain the voting results obtained in the initial Bondholders' Meeting.
- (c) A repeated Bondholders' Meeting may only be convened once for each original Bondholders' Meeting. A repeated Bondholders' Meeting may be convened pursuant to the procedures of a Written Resolution in accordance with Clause 15.5 (*Written Resolutions*), even if the initial meeting was held pursuant to the procedures of a Bondholders' Meeting in accordance with Clause 15.2 (*Procedure for arranging a Bondholders' Meeting*) and vice versa.

#### **5. Written Resolutions**

- (a) Subject to these Bond Terms, anything which may be resolved by the Bondholders in a Bondholders' Meeting pursuant to Clause 15.1 (*Authority of the Bondholders' Meeting*) may also be resolved by way of a Written Resolution. A Written Resolution passed with the relevant majority is as valid as if it had been passed by the Bondholders in a Bondholders' Meeting, and any reference in any Finance Document to a Bondholders' Meeting shall be construed accordingly.
- (b) The person requesting a Bondholders' Meeting may instead request that the relevant matters are to be resolved by Written Resolution only, unless the Bond Trustee decides otherwise.

- (c) The Summons for the Written Resolution shall be sent to the Bondholders registered in the CSD at the time the Summons is sent from the CSD and published at www.stamdata.com, or other relevant electronic platform or via stock exchange announcement.
- (d) The provisions set out in Clause 15.1 (*Authority of the Bondholders' Meeting*), 15.2 (*Procedure for arranging a Bondholders' Meeting*), Clause 15.3 (*Voting rules*) and Clause 15.4 (*Repeated Bondholders' Meeting*) shall apply *mutatis mutandis* to a Written Resolution, except that:
  - (i) the provisions set out in paragraphs (g), (h) and (i) of Clause 15.2 (*Procedure for arranging Bondholders Meetings*); or
  - (ii) provisions which are otherwise in conflict with the requirements of this Clause 15.5,
 shall not apply to a Written Resolution.
- (e) The Summons for a Written Resolution shall include:
  - (i) instructions as to how to vote to each separate item in the Summons (including instructions as to how voting can be done electronically if relevant); and
  - (ii) the time limit within which the Bond Trustee must have received all votes necessary in order for the Written Resolution to be passed with the requisite majority, which shall be at least 10 Business Days but not more than 15 Business Days from the date of the Summons (the "**Voting Period**").
- (f) Only Bondholders of Voting Bonds registered with the CSD on the Relevant Record Date, or the beneficial owner thereof having presented relevant evidence to the Bond Trustee pursuant to Clause 3.3 (*Bondholders' rights*), will be counted in the Written Resolution.
- (g) A Written Resolution is passed when the requisite majority set out in paragraph (f) or (g) of Clause 15.1 (*Authority of Bondholders' Meeting*) has been obtained, based on a quorum of the total number of Voting Bonds, even if the Voting Period has not yet expired. A Written Resolution will also be resolved if the sufficient numbers of negative votes are received prior to the expiry of the Voting Period.
- (h) The effective date of a Written Resolution passed prior to the expiry of the Voting Period is the date when the resolution is approved by the last Bondholder that results in the necessary voting majority being obtained.
- (i) If no resolution is passed prior to the expiry of the Voting Period, the number of votes shall be calculated at the time specified in the summons on the last day of the Voting Period, and a decision will be made based on the quorum and majority requirements set out in paragraphs (e) to (g) of Clause 15.1 (*Authority of Bondholders' Meeting*).

## **16. THE BOND TRUSTEE**

### **1. Power to represent the Bondholders**

- (a) The Bond Trustee has power and authority to act on behalf of, and/or represent, the Bondholders in all matters, including but not limited to taking any legal or other action,

including enforcement of these Bond Terms, and the commencement of bankruptcy or other insolvency proceedings against the Issuer, or others.

- (b) The Issuer shall promptly upon request provide the Bond Trustee with any such documents, information and other assistance (in form and substance satisfactory to the Bond Trustee), that the Bond Trustee deems necessary for the purpose of exercising its and the Bondholders' rights and/or carrying out its duties under the Finance Documents.

## **2. The duties and authority of the Bond Trustee**

- (a) The Bond Trustee shall represent the Bondholders in accordance with the Finance Documents, including, *inter alia*, by following up on the delivery of any Compliance Certificates and such other documents which the Issuer is obliged to disclose or deliver to the Bond Trustee pursuant to the Finance Documents and, when relevant, in relation to accelerating and enforcing the Bonds on behalf of the Bondholders.
- (b) The Bond Trustee is not obligated to assess or monitor the financial condition of the Issuer or any Guarantor unless to the extent expressly set out in these Bond Terms, or to take any steps to ascertain whether any Event of Default has occurred. Until it has actual knowledge to the contrary, the Bond Trustee is entitled to assume that no Event of Default has occurred. The Bond Trustee is not responsible for the valid execution or enforceability of the Finance Documents, or for any discrepancy between the indicative terms and conditions described in any marketing material presented to the Bondholders prior to issuance of the Bonds and the provisions of these Bond Terms.
- (c) The Bond Trustee is entitled to take such steps that it, in its sole discretion, considers necessary or advisable to protect the rights of the Bondholders in all matters pursuant to the terms of the Finance Documents. The Bond Trustee may submit any instructions received by it from the Bondholders to a Bondholders' Meeting before the Bond Trustee takes any action pursuant to the instruction.
- (d) The Bond Trustee is entitled to engage external experts when carrying out its duties under the Finance Documents.
- (e) The Bond Trustee shall hold all amounts recovered on behalf of the Bondholders on separated accounts.
- (f) The Bond Trustee shall facilitate that resolutions passed at the Bondholders' Meeting are properly implemented, provided, however, that the Bond Trustee may refuse to implement resolutions that may be in conflict with these Bond Terms, any other Finance Document, or any applicable law. The Bond Trustee may, but is not obligated to, assess or monitor whether any instruction or resolution may be in conflict with these Bond Terms, any other Finance Document or any applicable law.
- (g) Notwithstanding any other provision of the Finance Documents to the contrary, the Bond Trustee is not obliged to do or omit to do anything if it would or might in its reasonable opinion constitute a breach of any law or regulation.
- (h) If the cost, loss or liability which the Bond Trustee may incur (including reasonable fees payable to the Bond Trustee itself) in:
  - (i) complying with instructions or resolutions of the Bondholders; or

(ii) taking any action at its own initiative,

will not, in the reasonable opinion of the Bond Trustee, be covered by the Issuer or the relevant Bondholders pursuant to paragraphs (e) and (g) of Clause 16.4 (*Expenses, liability and indemnity*), the Bond Trustee may refrain from acting in accordance with such instructions or resolutions, or refrain from taking such action, until it has received such funding or indemnities (or adequate security has been provided therefore) as it may reasonably require.

- (i) If the Bond Trustee, in its reasonable opinion, may incur any cost, loss or liability for not acting in accordance with any request or demand from any party to a Finance Document or any court or governmental authority, which will not, in the reasonable opinion of the Bond Trustee, be covered by the Issuer or Bondholders to its satisfaction, the Bond Trustee may act in accordance with any such request or demand, without any liability towards the Bondholders, the Issuer or others.
- (j) The Bond Trustee shall give a notice to the Bondholders before it ceases to perform its obligations under the Finance Documents by reason of the non-payment by the Issuer of any fee or indemnity due to the Bond Trustee under the Finance Documents.
- (k) The Bond Trustee may instruct the CSD to split the Bonds to a lower nominal value in order to facilitate partial redemptions, write-downs or restructurings of the Bonds or in other situations where such split is deemed necessary.

**3. Equality and conflicts of interest**

- (a) The Bond Trustee shall not make decisions which will give certain Bondholders an unreasonable advantage at the expense of other Bondholders. The Bond Trustee shall, when acting pursuant to the Finance Documents, act only as representative for the Bondholders and shall not be required to have regard to the interests or to act upon or comply with any direction or request of any other person, other than as explicitly stated in the Finance Documents.
- (b) The Bond Trustee may act as agent, trustee, representative and/or security agent for several bond issues relating to the Issuer notwithstanding potential conflicts of interest. The Bond Trustee is entitled to delegate its duties to other professional parties.

**4. Expenses, liability and indemnity**

- (a) The Bond Trustee will not be liable to the Bondholders for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless directly caused by its gross negligence or wilful misconduct. The Bond Trustee shall not be responsible for any indirect or consequential loss. Irrespective of the foregoing, the Bond Trustee shall have no liability to the Bondholders for damage caused by the Bond Trustee acting in accordance with instructions or resolutions given by the Bondholders in accordance with these Bond Terms.
- (b) The Bond Trustee will not be liable to the Issuer for damage or loss caused by any action taken or omitted by it under or in connection with any Finance Document, unless caused by its gross negligence or wilful misconduct. The Bond Trustee shall not be responsible for any indirect or consequential loss.

- (c) Any liability for the Bond Trustee for damage or loss is limited to the amount of the Outstanding Bonds. The Bond Trustee is not liable for the content of information provided to the Bondholders by or on behalf of the Issuer or any other person.
- (d) The Bond Trustee shall not be considered to have acted negligently in:
  - (i) acting in accordance with advice from or opinions of reputable external experts;
  - (ii) taking, delaying or omitting any action if acting with reasonable care and provided the Bond Trustee considers that such action is in the interests of the Bondholders; or
  - (iii) requesting funding, indemnities or security as conditions for taking any action.
- (e) The Issuer is liable for, and will indemnify the Bond Trustee fully in respect of, all losses, expenses and liabilities incurred by the Bond Trustee as a result of negligence by the Issuer (including its directors, management, officers, employees and agents) in connection with the performance of the Bond Trustee's obligations under the Finance Documents, including losses incurred by the Bond Trustee as a result of the Bond Trustee's actions based on misrepresentations made by the Issuer in connection with the issuance of the Bonds, the entering into or performance under the Finance Documents, and for as long as any amounts are outstanding under or pursuant to the Finance Documents.
- (f) The Issuer shall cover all costs and expenses incurred by the Bond Trustee in connection with it fulfilling its obligations under the Finance Documents. In this respect, if the Bond Trustee may borrow funds from Bondholders or others, the costs of such borrowings shall be considered as such costs and expenses incurred by the Bond Trustee. The Bond Trustee is entitled to fees for its work and to be indemnified for costs, losses and liabilities on the terms set out in the Finance Documents. The Bond Trustee's obligations under the Finance Documents are conditioned upon the due payment of such fees and indemnifications. The fees of the Bond Trustee will be further set out in the Fee Agreement.
- (g) The Issuer shall on demand by the Bond Trustee pay all costs incurred for external experts engaged in relation to events or circumstances which (i) constitute an Event of Default, (ii) which the Bond Trustee reasonably believes is or may lead to an Event of Default or (iii) which the Bond Trustee reasonably believes may constitute or lead to a breach of any Finance Document or otherwise be detrimental to the interests of the Bond Trustee or Bondholders under the Finance Documents.
- (h) Fees, costs and expenses payable to the Bond Trustee which are not reimbursed in any other way due to an Event of Default, the Issuer being Insolvent or similar circumstances pertaining to the Issuer or any Guarantor, may be covered by making an equal reduction in the proceeds to the Bondholders hereunder of any costs and expenses incurred by the Bond Trustee or the Security Agent in connection therewith. The Bond Trustee may withhold funds from any escrow account (or similar arrangement) or from other funds received from the Issuer or any other person, irrespective of such funds being subject to Transaction Security, and to set-off and cover any such costs and expenses from those funds. The Bond Trustee may also refrain from taking any further action until such fees, costs and expenses are paid to the Bond Trustee from others, hereunder the Bondholders and the Issuer, if the Bond Trustee such demands.

- (i) As a condition to effecting any instruction or resolution from the Bondholders (including, but not limited to, instructions set out in Clause 14.3 (*Bondholders' instructions*) or Clause 15.2 (*Procedure for arranging a Bondholders' Meeting*) and including a resolution pursuant to Clause 16.5 (*Replacement of the Bond Trustee*)), the Bond Trustee may require satisfactory Security, guarantees and/or indemnities for any potential liability, loss, costs and expenses which may arise as a result of effecting such instruction or resolution (and, at its discretion, which may arise or have already arisen as a result of the Bond Trustee's engagement or previous actions in relation to the Bonds) from those Bondholders who have given that instruction or resolution and/or who voted in favour of the decision to instruct the Bond Trustee.

## **5. Replacement of the Bond Trustee**

- (a) The Bond Trustee may be replaced by a majority of 2/3 of Voting Bonds in accordance with the procedures set out in Clause 15 (*Bondholders' Decisions*), and the Bondholders may resolve to replace the Bond Trustee without the Issuer's approval.
- (b) The Bond Trustee may resign by giving notice to the Issuer and the Bondholders, in which case a successor Bond Trustee shall be elected pursuant to this Clause 16.5, initiated by the retiring Bond Trustee.
- (c) If the Bond Trustee is Insolvent, or otherwise is permanently unable to fulfil its obligations under these Bond Terms, the Bond Trustee shall be deemed to have resigned and a successor Bond Trustee shall be appointed in accordance with this Clause 16.5. The Issuer may appoint a temporary Bond Trustee until a new Bond Trustee is elected in accordance with paragraph (a) above.
- (d) The Bond Trustee may in its discretion decide that the change of Bond Trustee shall only take effect upon execution of all necessary actions to effectively substitute the retiring Bond Trustee, hereunder covering of such fees, loss, costs and expenses referred to in Clause 16.4 (*Expenses, liability and indemnity*). The retiring Bond Trustee shall be discharged from any further obligation in respect of the Finance Documents from the change takes effect, but shall remain liable under the Finance Documents in respect of any action which it took or failed to take whilst acting as Bond Trustee. The retiring Bond Trustee remains entitled to any benefits and any unpaid fees or expenses under the Finance Documents before the change has taken place.
- (e) Upon change of Bond Trustee, the Issuer shall co-operate in all reasonable manners without delay to replace the retiring Bond Trustee with the successor Bond Trustee and release the retiring Bond Trustee from any future obligations under the Finance Documents and any other documents.

## **6. Security Agent**

- (a) The Bond Trustee is appointed to act as Security Agent for the Bonds, unless any other person is appointed. The main functions of the Security Agent may include holding Transaction Security on behalf of the Secured Parties and monitoring compliance by the Issuer and other relevant parties of their respective obligations under the Transaction Security Documents with respect to the Transaction Security on the basis of information made available to it pursuant to the Finance Documents.
- (b) The Bond Trustee shall, when acting as Security Agent for the Bonds, at all times maintain and keep all certificates and other documents received by it, that are bearers of right relating to the Transaction Security in safe custody on behalf of the

Bondholders. The Bond Trustee shall not be responsible for or required to insure against any loss incurred in connection with such safe custody.

- (c) Before the appointment of a Security Agent other than the Bond Trustee, the Issuer shall be given the opportunity to state its views on the proposed Security Agent, but the final decision as to appointment shall lie exclusively with the Bond Trustee.
- (d) The functions, rights and obligations of the Security Agent may be determined by a Security Agent Agreement to be entered into between the Bond Trustee and the Security Agent, which the Bond Trustee shall have the right to require the Issuer and each Guarantor and any other party to a Finance Document to sign as a party, or, at the discretion of the Bond Trustee, to acknowledge. The Bond Trustee shall at all times retain the right to instruct the Security Agent in all matters, whether or not a separate Security Agent Agreement has been entered into.
- (e) The provisions set out in Clause 16.4 (*Expenses, liability and indemnity*) shall apply *mutatis mutandis* to any expenses and liabilities of the Security Agent in connection with the Finance Documents.

## **17. AMENDMENTS AND WAIVERS**

### **1. Procedure for amendments and waivers**

- (a) The Issuer and the Bond Trustee (acting on behalf of the Bondholders) may agree to amend the Finance Documents or waive a past default or anticipated failure to comply with any provision in a Finance Document, provided that:
  - (i) such amendment or waiver is not detrimental to the rights and benefits of the Bondholders in any material respect, or is made solely for the purpose of rectifying obvious errors and mistakes;
  - (ii) such amendment or waiver is required by applicable law, a court ruling or a decision by a relevant authority; or
  - (iii) such amendment or waiver has been duly approved by the Bondholders in accordance with Clause 15 (*Bondholders' Decisions*).
- (b) Any changes to these Bond Terms necessary or appropriate in connection with the appointment of a Security Agent other than the Bond Trustee shall be documented in an amendment to these Bond Terms, signed by the Bond Trustee (in its discretion). If so desired by the Bond Trustee, any or all of the Transaction Security Documents shall be amended, assigned or re-issued, so that the Security Agent is the holder of the relevant Security (on behalf of the Bondholders). The costs incurred in connection with such amendment, assignment or re-issue shall be for the account of the Issuer.

### **2. Authority with respect to documentation**

If the Bondholders have resolved the substance of an amendment to any Finance Document, without resolving on the specific or final form of such amendment, the Bond Trustee shall be considered authorised to draft, approve and/or finalise (as applicable) any required documentation or any outstanding matters in such documentation without any further approvals or involvement from the Bondholders being required.

**3. Notification of amendments or waivers**

- (a) The Bond Trustee shall as soon as possible notify the Bondholders of any amendments or waivers made in accordance with this Clause 17, setting out the date from which the amendment or waiver will be effective, unless such notice according to the Bond Trustee's sole discretion is unnecessary. The Issuer shall ensure that any amendment to these Bond Terms is duly registered with the CSD.
- (b) Prior to agreeing to an amendment or granting a waiver in accordance with paragraph (a)(i) of Clause 17.1 (*Procedure for amendments and waivers*), the Bond Trustee may inform the Bondholders of such waiver or amendment at a relevant information platform.

**18. MISCELLANEOUS**

**1. Limitation of claims**

All claims under the Finance Documents for payment, including interest and principal, will be subject to the legislation regarding time-bar provisions of the Relevant Jurisdiction.

**2. Access to information**

- (a) These Bond Terms will be made available to the public and copies may be obtained from the Bond Trustee or the Issuer. The Bond Trustee will not have any obligation to distribute any other information to the Bondholders or any other person, and the Bondholders have no right to obtain information from the Bond Trustee, other than as explicitly stated in these Bond Terms or pursuant to statutory provisions of law.
- (b) In order to carry out its functions and obligations under these Bond Terms, the Bond Trustee will have access to the relevant information regarding ownership of the Bonds, as recorded and regulated with the CSD.
- (c) The information referred to in paragraph (b) above may only be used for the purposes of carrying out their duties and exercising their rights in accordance with the Finance Documents and shall not disclose such information to any Bondholder or third party unless necessary for such purposes.

**3. Notices, contact information**

- (a) Unless otherwise specified, written notices to the Bondholders shall be provided as follows:
  - (i) if made by the Bond Trustee, on [www.stamdata.com](http://www.stamdata.com) or other relevant information platform;
  - (ii) if made by the Issuer, by stock exchange announcement (if the Bonds are listed) or other relevant information platform.
- (b) Any notice sent to the Bondholders via the CSD will be deemed to be given or made when sent from the CSD, unless otherwise specifically provided.
- (c) Unless otherwise specified, all notices or other communications under or in connection with these Bond Terms between the Bond Trustee and the Issuer will be given or made in writing, by letter or e-mail. Any such notice or communication will be deemed to be given or made as follows:

- (i) if by letter, when delivered at the address of the relevant party;
  - (ii) if by e-mail, when received; and
  - (iii) if by publication on a relevant information platform, when published.
- (d) The Issuer and the Bond Trustee shall each ensure that the other party is kept informed of changes in postal address, e-mail address, telephone number and contact persons.
- (e) When determining deadlines set out in these Bond Terms, the following will apply (unless otherwise stated):
- (i) if the deadline is set out in days, the first day of the relevant period will not be included and the last day of the relevant period will be included;
  - (ii) if the deadline is set out in weeks, months or years, the deadline will end on the day in the last week or the last month which, according to its name or number, corresponds to the first day the deadline is in force. If such day is not a part of an actual month, the deadline will be the last day of such month; and
  - (iii) if a deadline ends on a day which is not a Business Day, the deadline is postponed to the next Business Day.

#### 4. Defeasance

- (a) Subject to paragraph (b) below and provided that:
- (i) an amount sufficient for the payment of principal and interest on the Outstanding Bonds to the relevant Repayment Date (including, to the extent applicable, any premium payable upon exercise of a Call Option), and always subject to paragraph (c) below (the “**Defeasance Amount**”) is credited by the Issuer to an account in a financial institution acceptable to the Bond Trustee (the “**Defeasance Account**”);
  - (ii) the Defeasance Account is irrevocably pledged and blocked in favour of the Bond Trustee on such terms as the Bond Trustee shall request (the “**Defeasance Pledge**”); and
  - (iii) the Bond Trustee has received such legal opinions and statements reasonably required by it, including (but not necessarily limited to) with respect to the validity and enforceability of the Defeasance Pledge,
- then;
- (A) the Issuer will be relieved from its obligations under paragraph (a) of Clause 12.2 (*Requirements for Compliance Certificates*), Clause 12.3 (*Put Option Event*), Clause 12.8 (*Information: miscellaneous*) and Clause 13 (*General and Financial Undertakings*);
  - (B) any Transaction Security shall be released and the Defeasance Pledge shall be considered replacement of the Transaction Security; and
  - (C) any Guarantor shall be released from any Guarantee or other obligation applicable to it under any Finance Document.

- (b) The Bond Trustee shall be authorised to apply any amount credited to the Defeasance Account towards any amount payable by the Issuer under any Finance Document on the due date for the relevant payment until all obligations of the Issuer and all amounts outstanding under the Finance Documents are repaid and discharged in full.
- (c) The Bond Trustee may, if the Defeasance Amount cannot be finally and conclusively determined, decide the amount to be deposited to the Defeasance Account in its discretion, applying such buffer amount as it deems necessary.

A defeasance established according to this Clause 18.4 may not be reversed.

## **19. GOVERNING LAW AND JURISDICTION**

### **1. Governing law**

These Bond Terms are governed by the laws of the Relevant Jurisdiction, without regard to its conflict of law provisions.

### **2. Main jurisdiction**

The Bond Trustee and the Issuer agree for the benefit of the Bond Trustee and the Bondholders that the City Court of the capital of the Relevant Jurisdiction shall have jurisdiction with respect to any dispute arising out of or in connection with these Bond Terms. The Issuer agrees for the benefit of the Bond Trustee and the Bondholders that any legal action or proceedings arising out of or in connection with these Bond Terms against the Issuer or any of its assets may be brought in such court.

### **3. Alternative jurisdiction**

Clause 19 (*Governing law and jurisdiction*) is for the exclusive benefit of the Bond Trustee and the Bondholders and the Bond Trustee have the right:

- (a) to commence proceedings against the Issuer or any Guarantor or any of their respective assets for another competent court of a contracting state to the Lugano Convention of 2007, the applicable court in the jurisdiction of the Issuer or any Guarantor (as applicable) or in any court in any other jurisdiction (to the extent possible under applicable law); and
- (b) to commence such proceedings, including enforcement proceedings, in any competent jurisdiction concurrently.

### **4. Service of process**

- (a) Without prejudice to any other mode of service allowed under any relevant law, the Issuer:
  - (i) irrevocably appoints Advokatfirmaet Arntzen AS as its agent for service of process in relation to any proceedings in connection with these Bond Terms; and
  - (ii) agrees that failure by an agent for service of process to notify the Issuer of the process will not invalidate the proceedings concerned.
- (b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Issuer must immediately (and in any event within 10 Business Days of such event taking place) appoint another agent on terms

acceptable to the Bond Trustee. Failing this, the Bond Trustee may appoint another agent for this purpose.

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These Bond Terms have been executed by way of electronic signatures.

**SIGNATURES:**

<p><b>The Issuer:</b></p> <p><b>Kosmos Energy GTA Holdings</b></p> <p>/s/ Nealesh Shah .</p> <p>By: Nealesh Shah</p> <p>Position: CFO</p>	<p><b>As Bond Trustee and Security Agent:</b></p> <p><b>Nordic Trustee AS</b></p> <p>/s/ Olav Slagsvold</p> <p>By: Olav Slagsvold</p> <p>Position: Authorised Signatory</p>
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**ATTACHMENT 1  
COMPLIANCE CERTIFICATE**

[date]

**Kosmos Energy GTA Holdings 11.25% senior secured USD 550,000,000 bonds 2026/2031 ISIN NO 0013712281**

We refer to the Bond Terms for the above captioned Bonds made between Nordic Trustee AS as Bond Trustee on behalf of the Bondholders and the undersigned as Issuer. Pursuant to Clause 12.2 (*Requirements for Compliance Certificates*) of the Bond Terms, a Compliance Certificate shall be issued in connection with each delivery of Financial Reports to the Bond Trustee.

This letter constitutes the Compliance Certificate for the period [●].

Capitalised terms used herein will have the same meaning as in the Bond Terms.

With reference to Clause 12.2 (*Requirements for Compliance Certificates*), we hereby certify that all information delivered under cover of this Compliance Certificate is true and accurate. Copies of our latest consolidated [Annual Financial Statements] / [Interim Accounts] are enclosed.

[The financial covenants set out in Clause 13.20 (*Financial covenants*) are met, please see the calculations and figures in respect of the covenants attached hereto.]

We confirm that, to the best of our knowledge, no Event of Default has occurred or is likely to occur.

Yours faithfully,

Kosmos Energy GTA Holdings

\_\_\_\_\_

Name of authorised signatory

*Enclosure: Annual Financial Statements / Interim Accounts; [and any other written documentation]*

**ATTACHMENT 2**  
**RELEASE NOTICE – ESCROW ACCOUNT**

[date]

**Kosmos Energy GTA Holdings 11.25% senior secured USD 550,000,000 bonds 2026/2031 ISIN NO 0013712281**

We refer to the Bond Terms for the above captioned Bonds made between Nordic Trustee AS as Bond Trustee on behalf of the Bondholders and the undersigned as Issuer.

Capitalised terms used herein will have the same meaning as in the Bond Terms.

We hereby give you notice that we on [date] wish to draw the amount specified in Enclosure I (*Flow of Funds*) from the Escrow Account to be applied pursuant to the purpose set out in the Bond Terms, and request you to instruct the bank to release the above mentioned amount.

We hereby represent and warrant that (i) no Event of Default has occurred and is continuing or is likely to occur as a result of the release from the Escrow Account, and (ii) we confirm that the representations and warranties set out in the Bond Terms are true and accurate in all material respects at the date hereof.

Yours faithfully,

Kosmos Energy GTA Holdings

\_\_\_\_\_  
Name of authorised signatory

*Enclosure I: Flow of Funds*

**ATTACHMENT 3**  
**INTERCREDITOR PRINCIPLES**

Capitalised terms used below have the same meaning as ascribed to them in the Bond Terms, unless otherwise defined below. The main principles on which the Intercreditor Agreement will be based are as follows:

- Parties:** To establish the relative rights of the creditors under various financing arrangements, the Intercreditor Agreement will be entered into (or acceded to where relevant) by and among the following parties:
1. Kosmos Energy GTA Holdings as issuer of the Bonds (the “**Issuer**”);
  2. Kosmos Energy Ltd as the Ultimate Parent;
  3. each Senior Guarantor (including, for the avoidance of doubt, the Ultimate Parent) (together with the Issuer, the “**Debtors**”);
  4. any Issuer Group Company that is a lender under any Intercompany Loan (the “**Intra-Group Lenders**”);
  5. the subordinated creditors in respect of any Subordinated Loan or unsecured Permitted Hedging Obligations (the “**Subordinated Creditors**”);
  6. any hedge counterparties in respect of the Pari Passu Hedging Liabilities (the “**Hedge Counterparties**”);
  7. any Pari Passu Creditor (or, in the case of a Pari Passu Creditor being a bondholder, its bond trustee);
  8. the Bond Trustee (in its capacity as bond trustee under the Bonds); and
  9. the Security Agent.

**Ranking and priority:** The Pari Passu Liabilities owed by the Debtors to the Primary Creditors shall rank in right and priority of payment *pari passu* and without any preference between them.

Any Guarantee and the Transaction Security shall rank and secure the Pari Passu Liabilities *pari passu* and without any preference between them (but only to the extent that such Guarantee or Transaction Security is expressed to secure those liabilities).

The Subordinated Liabilities and Intra-Group Liabilities are postponed and subordinated to the Liabilities owed by the Debtors to the Primary Creditors under the Debt Documents.

**Permitted payments in respect of Intra-Group Liabilities:** The Debtors may make payments in respect of Intra-Group Liabilities from time to time when due until an event of default has occurred and is continuing and of which an acceleration notice has been served under any of the relevant Debt Documents.

Prior to the final discharge date of the Primary Creditors, neither the Issuer nor any other Debtor shall make any payment of Subordinated Liabilities, other than (a) prior to the occurrence of an acceleration event under the relevant Debt Documents, to the extent permitted under the finance documents governing any Pari Passu Liabilities; or (b) following an acceleration event, with the consent of the Instructing Group. The Debt Documents shall not prohibit or restrict any roll-up or capitalisation of interest, fees or any other amount payable or conversion to equity in respect of any Intra-Group Liabilities or Subordinated Liabilities.

**Effect of insolvency event:**

After the occurrence of an insolvency event in relation to any Issuer Group Company or the Ultimate Parent, any party entitled to receive a distribution out of the assets of that member of the Issuer Group or Ultimate Parent Group (in the case of a Primary Creditor, only to the extent that such amount constitutes enforcement proceeds) in respect of liabilities owed to that party shall, to the extent it is able to do so, direct the person responsible for the distribution of the assets of that person to make that distribution to the Security Agent (or to such other person as the Security Agent shall direct) until the liabilities owing to the Secured Parties have been paid in full.

The Security Agent shall apply such distributions made to it in accordance with section “Application of proceeds” below.

**Turnover of receipts:**

If at any time prior to the final discharge date of all Primary Creditors, any Creditor receives or recovers any payment on account or in respect of any Liabilities other than as permitted by the Intercreditor Agreement, that Creditor will promptly pay or distribute an amount equal to that receipt or Recovery to the Security Agent for application in accordance with section “Application of proceeds” below.

**Bond Trustee protection:**

Notwithstanding the foregoing or any other provision in the Intercreditor Agreement, the Bond Trustee shall not be liable for any failure by any Bondholder to comply with any obligation such Bondholder may have under the Intercreditor Agreement, including to make any payment or repayment, or any distribution or redistribution (including, without limitation, under section “Turnover of receipts” above), to the Security Agent (or any other Creditor or person) of any amount received or recovered by that Bondholder under or in respect of any Debt Document.

Furthermore, the Bond Trustee shall have no obligation to pay, repay, distribute or redistribute, or ensure the payment, repayment, distribution or redistribution of, any amount received or recovered by any Bondholder under or in respect of any Debt Document which should have been paid, repaid, distributed or redistributed by such Bondholder to the Security Agent (or any other Creditor or person) pursuant to the terms of the Intercreditor Agreement, and shall not be liable for any damages, costs or losses incurred by any Creditor or any other person as result of any such failure by any Bondholder referred to above.

**Enforcement of Transaction Security:**

Following notification to the Security Agent of the occurrence of an Event of Default which is continuing (other than, for the avoidance of doubt, an Event of Default under and as defined in any Pari Passu Hedging Agreement with respect to any Hedge Counterparty), if any of the Pari Passu Creditors (the “**Instructing Pari Passu Creditors**”) wish to issue instructions as to enforcement of any Transaction Security or Guarantee, the Pari Passu Creditor Representatives representing that group of Instructing Pari Passu Creditors shall deliver a copy of those proposed Enforcement Instructions (an “**Initial Enforcement Notice**”) to the Security Agent and the Security Agent shall promptly forward such Initial Enforcement Notice to each Pari Passu Creditor Representative and each Hedge Counterparty which did not deliver such Initial Enforcement Notice.

Subject to the exceptions set out below, the Security Agent will act in accordance with such instructions as received from the Majority Pari Passu Creditors (“**Enforcement Instructions**”).

If the Majority Pari Passu Creditors have not instructed the Security Agent in writing to initiate enforcement of the Transaction Security in accordance with the Enforcement Principles within 60 days of the date of the Initial Enforcement Notice and in accordance with Enforcement Instructions received from the Majority Pari Passu Creditor as regards method of enforcement, the Security Agent will act in accordance with the Initial Enforcement Notice, provided that the Initial Enforcement Notice is consistent with the Enforcement Principles.

If an insolvency event is continuing with respect to a Debtor then the Security Agent shall enforce the Transaction Security or Guarantee or take other action as to Enforcement in such manner as the Majority Pari Passu Creditors shall instruct or, in the absence of any such instructions, as the Security Agent considers in its discretion to be appropriate and consistent with the Enforcement Principles.

No independent enforcement rights for any Hedge Counterparty.

**Manner of enforcement:**

If the Transaction Security is being enforced, the Security Agent shall enforce the Transaction Security in such manner as the Instructing Group shall instruct (provided that such instructions are consistent with section “Enforcement principles” below) or, in the absence of any such instructions, as the Security Agent considers in its discretion to be appropriate and consistent with those principles.

The other Secured Parties shall not have any independent power to enforce, or have recourse to, any of the Transaction Security or to exercise any right, power, authority or discretion arising under the documents evidencing the terms of the Transaction Security except through the Security Agent.

**Non-distressed disposals:**

If a disposal of an asset is a non-distressed disposal, the Security Agent shall be irrevocably authorised (without any consent or authority of any Creditor) to, among others, release the Transaction Security or any claim over the relevant asset or the relevant Issuer Group Company's and/or Ultimate Parent Group Company's other property and execute and deliver or enter into any release of the Transaction Security or claim and issue any letters of non-crystallisation.

If any disposal proceeds are required to be applied in mandatory prepayment of the Pari Passu Liabilities, then those disposal proceeds shall be applied in accordance with the Debt Documents and the consent of any other party shall not be required for that application.

**Distressed disposals:**

If a disposal of an asset is a distressed disposal, the Security Agent shall be irrevocably authorised:

- (a) to release the Transaction Security and any other claim over the relevant asset; and
- (b) if the relevant asset consists of shares or ownership interests in a Debtor or a holding company of a Debtor (each, a "Disposed Entity"):
  - (i) to release any Transaction Security granted by the Disposed Entity, or any subsidiary of the Disposed Entity, over any of its assets;
  - (ii) to release the Disposed Entity, or any subsidiary of the Disposed Entity, from all or any part of its liabilities;
  - (iii) to release any other claim of any Creditor or another Debtor over that Disposed Entity's assets or over the assets of any subsidiary of that Disposed Entity;
  - (iv) to release the Disposed Entity and any other Issuer Group Company or Ultimate Parent Group Company from all or any part of its liabilities arising out of or in connection with that distressed disposal, or dispose of (including by way of appropriation) all or any part of those liabilities;
  - (v) to dispose of (including by way of appropriation) all or any part of the liabilities owing by the Disposed Entity, or any subsidiary of the Disposed Entity; and/or
  - (vi) to dispose of (including by way of appropriation) all or any part of the liabilities owing to the Disposed Entity, or any subsidiary of the Disposed Entity,

in each case, (A) that may, in the discretion of the Security Agent, be considered necessary or desirable and (B) on behalf of the relevant Creditors, Secured Parties and Debtors.

The net proceeds of each distressed disposal (and each debt disposal) shall be paid, or distributed, to the Security Agent for application in accordance with section "Application of proceeds" below.

For the purposes of distressed disposals, the Security Agent (a) shall act on the instructions of the Instructing Group, or in the absence of any such instructions, as the Security Agent sees fit and (b) may engage, or approve the engagement of, pay for and rely on the services of a financial adviser in accordance with section "Enforcement principles" below.

**Application of proceeds:**

All amounts from time to time received or recovered by the Security Agent (a) pursuant to the terms of any Debt Document, (b) in connection with the realisation or enforcement of all or any part of the Transaction Security or (c) in connection with the making of any demand under any Guarantee (collectively, the “**Recoveries**”) shall be applied by the Security Agent in the following order of priority:

- (a) in discharging any sums owing to the Security Agent and the Bond Trustee, any receiver, any delegate or any other Primary Creditor representatives (for its own account);
- (b) in payment or distribution to the Pari Passu Creditor Representatives on its own behalf and on behalf of the Pari Passu Creditors for application towards the Pari Passu Liabilities on a *pro rata* basis;
- (c) if none of the Debtors is under any further actual or contingent liability under any document evidencing the terms of any Pari Passu Liabilities, in payment or distribution to any person to whom the Security Agent is obliged to pay or distribute in priority to any Debtor; and
- (d) the balance, if any, in payment or distribution to the relevant Debtor.

**Enforcement principles:**

The main enforcement principles are as follows:

- (a) it shall be the primary and over-riding aim of any enforcement of any Transaction Security to maximise, to the extent consistent with a prompt and expeditious realisation of value, the value realised from any such enforcement;
- (b) the Security Agent shall be under no obligation to appoint a financial adviser or to seek the advice of a financial adviser unless expressly required to do so by the Intercreditor Agreement; and
- (c) any fairness opinion from a financial adviser will be conclusive evidence that the enforcement objective set out above has been met.

**Additional Debt:**

The Intercreditor Agreement and the Transaction Security will not prevent, or otherwise inhibit, the refinancing, replacement, increase or restructuring of any of the Liabilities in whole or in part (including by way of additional permitted indebtedness) (each, a “**Debt Refinancing**”), which is undertaken in accordance with the terms of the Debt Documents and customary provisions will be included to allow any relevant agent, trustee and the Security Agent to make necessary amendments to the Debt Documents and Transaction Security to enable the establishment of each new Debt Refinancing on the basis described above.



**Governing law and jurisdiction:** The Intercreditor Agreement shall be (a) governed by Norwegian law and be subject to the jurisdiction of the Oslo District Court (Oslo tingrett) or (b) governed by English law and be subject to the jurisdiction of the English Courts.

**Definitions:**

“**Creditors**” means the Primary Creditors, the Intra-Group Lenders and the Subordinated Creditors.

“**Debt Document**” means the Intercreditor Agreement, any documents evidencing the terms of any Pari Passu Liabilities, any Intra-Group Liabilities, any Subordinated Liabilities any Guarantee or any Transaction Security and any other document designated as such by the Security Agent and a Debtor.

“**Distress Event**” means (a) any exercise of any rights under any acceleration provisions, or any acceleration provisions being automatically invoked, in each case under any Debt Document evidencing the terms of any Pari Passu Liabilities, (b) the enforcement of any Transaction Security or (c) (unless the context otherwise requires) the making of any demand under any Guarantee.

“**Guarantee**” means any guarantee, indemnity or other assurance against loss granted by any Debtor in respect of the obligations of any of the Debtors under any of the Debt Documents.

“**Instructing Group**” means:

- (a) subject to paragraph (b) below, each Pari Passu Creditor (and where the Bond Trustee shall act (and be considered to act) on behalf of all the pari passu bondholders); and
- (b) in relation to instructions as to the enforcement of any Transaction Security, the Pari Passu Creditor or group of Pari Passu Creditors entitled to give instructions as to such enforcement under section “Enforcement of Transaction Security” above.

“**Intra-Group Liabilities**” means the liabilities owed by any member of the Issuer Group to any of the Intra-Group Lenders.

“**Majority Pari Passu Creditors**” means, at any time, the Pari Passu Creditors whose pari passu credit participations at that time aggregate more than 50.00 per cent. of the total pari passu credit participations at that time, and where the Bond Trustee shall act (and be considered to act) on behalf of all the pari passu bondholders represented by it regardless of whether all or only the required majority of those pari passu bondholders voted in favour or against the decision to be made by the Majority Pari Passu Creditors under the Intercreditor Agreement at any relevant preceding meeting(s) of those pari passu bondholders.

“**Pari Passu Creditor Representative**” means the Bond Trustee, each Hedge Counterparty and any bondholder (or in the event any trustee or agent has been appointed to act on its behalf, such trustee or agent) under the Pari Passu Liabilities.

“**Pari Passu Creditors**” means the Bondholders, the Bond Trustee, the Hedge Counterparties and each other creditor which pursuant to section “Ranking and priority” above shall rank (a) in right and priority of payment and (b) in respect of any Guarantee and Transaction Security *pari passu* with the Bondholders and the Bond Trustee and without any preference between them.

“**Pari Passu Hedging Liabilities**” means any liabilities incurred by a Debtor under a Pari Passu Hedging Agreement.

“**Pari Passu Liabilities**” means the liabilities owed by the Debtors to the Pari Passu Creditors under or in connection with the relevant Debt Documents.

“**Primary Creditors**” means the Pari Passu Creditors.

“**Secured Parties**” means the Security Agent, the Bond Trustee (on behalf of itself and the Bondholders), the Hedge Counterparties, any receiver or delegate and each of the Primary Creditors from time to time but, in the case of each Primary Creditor, only if it (or, in the case of a Pari Passu Creditor being a bondholder, its bond trustee) is a party or has acceded to the Intercreditor Agreement in the proper capacity pursuant to the terms thereof.

“**Subordinated Liabilities**” means the liabilities owed to the Subordinated Creditors by the Issuer.

“**Transaction Security**” means the security granted by any Debtor in respect of the obligations of any of the Debtors under any of the Debt Documents (other than any Escrow Account Pledge).

## ATTACHMENT 4 SUBORDINATION PRINCIPLES

Capitalised terms used below have the same meaning as ascribed to them in the Bond Terms, unless otherwise defined below. The main principles on which the Subordination Deed will be based are as follows:

- Parties:** To establish the relative rights of the creditors under various financing arrangements, the Subordination Deed will be entered into (or acceded to if relevant) by and among the following parties:
1. Kosmos Energy GTA Holdings as issuer of the Bonds (the “**Issuer**”);
  2. Kosmos Energy Finance International as the borrower and obligors’ agent under the Facility Agreement (the “**Borrower**”);
  3. Kosmos Energy Operating, Kosmos Energy Equatorial Guinea, Kosmos Energy International, Kosmos Energy Development, Kosmos Energy Ghana HC, Kosmos Energy Finance International, Kosmos Energy Ghana Holdings Limited, Kosmos Energy Ghana Investments as guarantors (the “**Subordinated Guarantors**”);
  4. The Standard Bank of South Africa Limited as security agent for the Senior Finance Parties (the “**Senior Security Agent**”);
  5. The Standard Bank of South Africa Limited as facility agent for the Senior Finance Parties (the “**Senior Facility Agent**”, together with the Senior Security Agent, the “**Senior Agents**”) and as proceeds agent under the Subordination Deed (the “**Proceeds Agent**”);
  6. the Bond Trustee (in its capacity as bond trustee under the Junior Finance Documents); and
  7. the Security Agent as security agent of the Junior Finance Parties (the “**Junior Agent**”).
- Ranking and priority:** The Liabilities owed by the Guarantors to the Finance Parties shall rank in right and priority of payment in the following order and are postponed and subordinated to any prior ranking Liabilities as follows: (a) first, the Senior Liabilities; and (b) second, the Junior Liabilities.
- Payments in respect of Senior Liabilities:** The Subordinated Guarantors may make payments of the Senior Liabilities at any time in accordance with the Senior Finance Documents.
- Amendments and waivers in respect of the Senior Finance Documents:** The Senior Finance Parties may amend or waive the terms of the Senior Finance Documents at any time in accordance with the terms of the Senior Finance Documents (including any increase of the Senior Liabilities) unless the amendment or waiver would be to remove the contractual entitlement of Subordinated Guarantors to guarantee the Junior Liabilities pursuant to the Junior Guarantee.

**Payments in respect of Junior Liabilities:**

Prior to the final discharge date of the Senior Liabilities, the Subordinated Guarantors shall not make any payment of Junior Liabilities other than: (a) scheduled payments of interest, fees costs and expenses (not including repayment of principal) provided that no Junior Payment Stop Event is outstanding; (b) payments made with the prior written consent of the Senior Facility Agent; or (c) if an insolvency event has occurred in relation to a Subordinated Guarantor.

Any failure to make a payment due to the Junior Finance Parties as a result of a Junior Payment Stop Event shall not prevent: (a) the occurrence of an event of default; or (b) the issue of an enforcement notice on behalf of the Junior Finance Parties. The accrual and capitalisation of interest in accordance with the Junior Finance Documents shall continue notwithstanding the occurrence of a Junior Payment Stop Event.

The Junior Liabilities may not be converted to shares in any Subordinated Guarantor.

**Amendments and waivers in respect of the Junior Finance Documents:**

The Junior Finance Parties may amend or waive the terms of the Junior Finance Documents at any time unless such amendment or waiver: (a) would make (or would have the effect of making) the maturity date of the Junior Finance Documents earlier than the final maturity date under the Facility Agreement; (b) increases the margin relating to the Junior Liabilities, or increases any fees or commission, in each case other than as contemplated by the Junior Finance Documents or which is permitted in accordance with section “Permitted Refinancing of the Junior Liabilities” below; or (c) would otherwise be prejudicial to the interests of the Senior Finance Parties (including any group of them) under the Senior Finance Documents.

**Enforcement of Junior Liabilities:**

Prior to the final discharge date of the Senior Liabilities, no Junior Finance Party shall be entitled to take any enforcement action against any Subordinated Guarantor in respect of the Junior Liabilities other than: (a) if an insolvency event has occurred in relation to a Subordinated Guarantor; (b) if an acceleration event has occurred in relation to the Facility Agreement, taking the same enforcement action as constitutes that acceleration event in relation to the Facility Agreement; (c) if the Junior Agent has notified each Senior Agent that an event of default has occurred and is continuing and 179 days have passed thereafter; or (d) with the prior written consent of the Senior Facility Agent.

**Effect of insolvency event:**

After the occurrence of an insolvency event in relation to any Subordinated Guarantor, any Junior Finance Party entitled to receive a distribution out of the assets of that Subordinated Guarantor in respect of Liabilities owed to that Junior Finance Party shall, to the extent it is able to do so, direct the person responsible for the distribution of the assets of that Subordinated Guarantor to pay that distribution to the Proceeds Agent until the Liabilities owing to the Senior Finance Parties have been unconditionally and irrevocably paid in full.

The Proceeds Agent shall apply such distributions made to it in accordance with section “Application of proceeds” below.

**Turnover of receipts:**

If at any time prior to the final discharge date of all Senior Liabilities, any Junior Finance Party receives or recovers from a Subordinated Guarantor any payment or distribution of, or on account of or in relation to, any of the Junior Liabilities other than as permitted by the Subordination Deed, that Junior Finance Party will promptly pay or distribute an amount equal to that receipt or recovery to the Proceeds Agent for application in accordance with the terms of the Subordination Deed until the Liabilities owing to the Senior Finance Parties have been unconditionally and irrevocably paid in full.

The Junior Agent (in its capacity as Bond Trustee or as Security Agent) shall be entitled to hold any payment received by it under the Junior Guarantees or otherwise from a Subordinated Guarantor, without applying such payment in accordance with the Intercreditor Agreement or the Finance Documents, until it has received confirmation to its satisfaction (which may include a requirement for confirmation from a Senior Agent or the Proceeds Agent) that such application is permitted under the Subordination Deed or that no turnover obligation applies.

**Distressed Disposals:**

If a Distressed Disposal is being effected, the Junior Agent shall, and is irrevocably authorised to (at the cost of the relevant Subordinated Guarantor) release: (a) the Junior Guarantee in respect of that Subordinated Guarantor and all liabilities and obligations of that Subordinated Guarantor under the Junior Guarantee or under any other Junior Finance Document; and (b) (or dispose of) all or any part of the Junior Liabilities owed by that Subordinated Guarantor to any Junior Finance Party.

**Application of proceeds:**

All amounts from time to time received or recovered by the Proceeds Agent in respect of the Liabilities pursuant to the terms of any Finance Document (collectively, the “**Recoveries**”) shall be applied by the Proceeds Agent in the following order of priority:

- (c) in payment to the Senior Security Agent for application in accordance with the senior intercreditor agreement;
- (d) in discharging any sums owing to the Proceeds Agent;
- (e) in payment of all costs and expenses incurred by any Junior Finance Party in connection with any action taken in accordance with the terms of the Subordination Deed or at the request of the Junior Agent in accordance with the Subordination Deed;
- (f) in payment to the Junior Agent on behalf of the Junior Finance Parties for application towards the discharge of the Junior Liabilities (on a *pro rata* basis between the Junior Liabilities of each Junior Finance Party) in accordance with the terms of the Junior Finance Documents;
- (g) if none of the Borrower, the Issuer or the Subordinated Guarantors are under any further actual or contingent liability under any Finance Document, in payment to any person to whom the Proceeds Agent is obliged to pay in priority to any of the Borrower, the Issuer or the Subordinated Guarantors; and
- (h) the balance, if any, in payment to the Subordinated Guarantors.

**Permitted Refinancing of the Senior Liabilities:**

In the event the Senior Liabilities are amended, restated, refinanced, replaced or restructured in whole or in part (including in the case of any increase in commitments under or pursuant to the Senior Finance Documents) (a “**New Senior Financing**”), then that New Senior Financing and any reconstituted, new, amended or replacement security, guarantees and other assurances of whatever kind given in support of such New Senior Financing will rank senior in priority in terms of payment and security to the Junior Liabilities.

**Permitted Refinancing of the Junior Liabilities:**

In the event the Junior Liabilities are amended, restated, refinanced, replaced or restructured in whole or in part (a “**New Junior Financing**”), then any Junior Guarantee may be reconstituted, amended or replaced (the “**New Junior Guarantee**”), provided that:

- (i) the New Junior Guarantee is on substantially the same terms as the Junior Guarantee and does not contain any new terms that are prejudicial to the interests of the Senior Finance Parties (or any group of them) relative to those under the Junior Guarantee; and
- (j) the Junior Liabilities will rank junior in priority to the Senior Liabilities on the same terms and conditions as set out in the Subordination Deed.

**Junior Finance Parties’ indemnity:**

Each Junior Finance Party shall (in the proportion that the Junior Liabilities due to it bears to the aggregate of the Junior Liabilities due to all the Junior Finance Parties for the time being (or, if the Junior Liabilities due to each of those Junior Finance Parties is zero, immediately prior to their being reduced to zero)), indemnify the Proceeds Agent, within three (3) business days of demand, against any cost, loss or liability incurred by any of them (otherwise than by reason of the Proceeds Agent’s gross negligence or wilful misconduct in acting as the Proceeds Agent and unless the Proceeds Agent has already been reimbursed by a Subordinated Guarantor under the Subordination Deed).

**Governing law and jurisdiction:** The Subordination Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and be subject to the jurisdiction of the courts of England and Wales.

**Definitions:** “**Distressed Disposal**” means a disposal of an asset of a Subordinated Guarantor (or a disposal of a Subordinated Guarantor) which is: (a) being effected at the request of a Senior Agent in circumstances where the Senior Transaction Security has become enforceable in accordance with the terms of the Senior Finance Documents; or (b) being effected by enforcement of the Senior Transaction Security in accordance with the terms of the Senior Finance Documents.

“**Facility Agreement**” means a facility agreement dated 28 March 2011 entered into between, amongst others, the Borrower as original Borrower, the Senior Facility Agent as facility agent and the Senior Security Agent as security agent.

“**Finance Documents**” means the Junior Finance Documents and the Senior Finance Documents, as the context requires.

“**Finance Party**” means a Junior Finance Party, a Senior Finance Party and the Proceeds Agent.

“**Liabilities**” means the Junior Liabilities and the Senior Liabilities.

“**Junior Finance Document**” means the Subordination Deed, the Bond Terms, the Junior Guarantee and any document designated as a “Finance Document” by the Issuer and the Bond Trustee.

“**Junior Finance Party**” means the Junior Agent, the Bond Trustee (on behalf of itself and the Bondholders), any receiver or delegate and each of the Bondholders.

“**Junior Guarantee**” means the guarantee provided by the Guarantors in favour of the Junior Finance Parties under a deed of guarantee.

“**Junior Liabilities**” means all present and future liabilities and obligations at any time owing to any Junior Finance Party under the Junior Finance Documents.

“**Junior Payment Stop Event**” shall occur if: (a) a funding shortfall has occurred as determined by the terms of the Facility Agreement; (b) in connection with a payment that is proposed to be made in respect of the Junior Liabilities, a default or event of default has occurred or is continuing or could result from the making of such payment; or (c) aggregate outstandings exceed the borrowing base amount under the Facility Agreement.

“**Senior Finance Document**” means a “Finance Document” as defined under the Facility Agreement.

“**Senior Finance Party**” means a “Finance Party” as defined in the Facility Agreement.

“**Senior Liabilities**” means all present and future liabilities and obligations at any time owing to any Senior Finance Party under the Senior Finance Documents.

“**Senior Transaction Security**” means the Security created or evidenced or expressed to be created or evidenced under or pursuant to a “Security Document” as defined under the Facility Agreement.



**AMENDMENT TO THE WEST CAPE THREE POINTS PETROLEUM AGREEMENT  
DATED 22 JULY 2004**

**AMONG**

**THE GOVERNMENT OF THE REPUBLIC OF GHANA  
(Represented by the Ministry of Energy and Green Transition) AND  
GHANA NATIONAL PETROLEUM CORPORATION**

**AND**

**GNPC EXPLORATION AND PRODUCTION LIMITED COMPANY AND**

**TULLOW GHANA LIMITED AND  
KOSMOS ENERGY GHANA HC**

**AND**

**KOSMOS ENERGY GHANA INVESTMENTS AND  
PETROSA GHANA LIMITED**

**THIS AMENDMENT TO THE PETROLEUM AGREEMENT DATED 22 JULY 2004 RELATING TO THE WEST CAPE THREE POINTS CONTRACT AREA OFFSHORE REPUBLIC OF GHANA (“WCTP PA”) (the “Amendment”).**

is made this 19<sup>th</sup> day of December 2025 (the “Execution Date”)

**AMONG:**

- (1) **The Government of the Republic of Ghana represented by the Ministry of Energy and Green Transition (the “State”);**
- (2) **Ghana National Petroleum Corporation (“GNPC”);**
- (3) **GNPC Exploration and Production Limited Company (“Explorco”)**
- (4) **Tullow Ghana Limited (“Tullow”);**
- (5) **Kosmos Energy Ghana HC (“Kosmos”);**
- (6) **Kosmos Energy Ghana Investments (formerly Anadarko WCTP Company) (“KEGIN”); and**
- (7) **PetroSA Ghana Limited (“PetroSA”).**

Each party shall be referred to as a “**Party**” and collectively as “**Parties**”. Tullow, Kosmos, KEGIN, PetroSA and Explorco shall be collectively referred to as “**Contractor Parties**”

**PREAMBLE**

- A. The Parties are parties to the Petroleum Agreement dated 22 July 2004 related to the West Cape Three Points (“WCTP”) Contract Area Offshore Ghana which is due to expire on 21 July 2034.
- B. Recognizing that production from the Contract Area will extend beyond the term of the WCTP PA, the Contractor Parties, the State and GNPC wish to amend the provisions of the WCTP PA, including extending the term of the WCTP PA.
- C. In accordance with Section 14(2)(a) of the Petroleum (Exploration and Production) Act 2016 Act 919, the Minister of Energy and Green Transition is authorized to extend the term of a petroleum agreement subject to Parliamentary approval.

Contractor Parties, in accordance with the terms and conditions of an amendment to the Greater Jubilee Full Field Development Plan dated 15 September 2017 (GJFFDP) submitted to the Ministry of Energy and Green Transition in December 2025 (the “GJFFDP Amendment”) shall be drilling a minimum of ten (10) and a maximum of twenty (20) wells

in the Jubilee Field in addition to the wells yet to be drilled under the current GJFFDP incorporating a gas price of US\$2.50/MMBtu.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is hereby agreed and declared as follows:

### 1. DEFINITIONS

Capitalized terms, unless expressly defined in the body of this Amendment, are as set forth in the WCTP PA.

### 2. EXTENSION TO THE TERM OF THE WCTP PA

Article 23.1 of the WCTP PA is deleted and replaced as follows:

“Subject to this Article 23, the term of this Agreement shall continue until 31 December 2040.”

### 3. GNPC’S FURTHER ADDITIONAL INTEREST

- (a) Article 2.6 of the WCTP PA shall be renamed Article 2.6(a), and a new paragraph (b) shall be added to Article 2.6 of the WCTP PA as follows:

“2.6 (b) In addition to GNPC’s Additional Paying Interest of two and one half percent (2 ½ %) as set forth in Article 2.6(a) above (the “**Original Additional Interest**”), GNPC shall be deemed to acquire a further Additional Interest of ten percent (10%) (the “**Further Additional Interest**”) in all Petroleum Operations under this Agreement effective as from 20 July 2036 (the “**Further Additional Interest Effective Date**”), resulting in GNPC owning a total Additional Interest in the amount of twelve and one half percent (12 ½ %).

In respect of the Further Additional interest, GNPC shall pay only Production costs as approved by the JMC as from the Further Additional Interest Effective Date and the rights of Contractor to recover Petroleum Costs for the Original Additional Interest as set forth in Article 2.6(a) shall apply to the Further Additional Interest as from the Further Additional Interest Effective Date. For the avoidance of doubt, GNPC shall not be responsible for any payment obligations associated with the Further Additional Interest prior to the Further Additional Interest Effective Date.

Article 2.8 of the WCTP PA shall be deleted and replaced as follows:

“Article 2.8 (a) The Contractor Parties shall transfer the Further Additional Interest to GNPC pro rata to their current Participating Interests.

Article 2.8 (b) With effect from the Further Additional Interest Effective Date, Contractor’s Participating Interest in all Petroleum Operations and in all rights under this Agreement shall be seventy-seven-point five percent (77.5%).”

#### 4. US DOLLAR-BASED PRICE INDEX

Article 10.2 of the WCTP PA shall be amended so that references to the United States Industrial Goods Wholesale Price Index ("USIGWPI") (which is no longer in existence) shall be replaced with the United States Producer Price Index (US PPI).

#### 5. MISCELLANEOUS

- (a) Save for the amendments to the WCTP PA as set forth herein, the provisions of the WCTP PA shall continue in full force and effect and remain unchanged.
- (b) This Amendment shall take effect as of the latest of:
  - (i) its Execution Date;
  - (ii) the date of its ratification by the Parliament of Ghana;
  - (iii) the date of approval by the Minister of Energy and Green Transition of the GJFFDP Amendment;
  - (iv) the date of ratification by the Parliament of Ghana of the Master Gas Agreement (the “**Amendment Effective Date**”)
- (c) A dispute or a difference arising between the State and GNPC or either of them on the one hand and Contractor on the other hand in relation to or in connection with or arising out of this Amendment, shall be resolved in accordance with Article 24 of the WCTP PA, which is expressly incorporated into this Amendment.
- (d) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by facsimile or other electronic means shall be deemed effective for all purposes.

[Signature Pages Follow]

**SIGNED** on behalf of  
**THE GOVERNMENT OF THE REPUBLIC OF  
GHANA**  
(Represented by the Minister of Energy and Green Transition) by}

/s/ Dr. John Abdulai Jinapor

Name: Hon. Dr. John Abdulai Jinapor (MP)

Designation: Hon. Minister, Ministry of Energy & Green Transition

**SIGNED** on behalf of  
**GHANA NATIONAL PETROLEUM COMPANY** by}

/s/ Kwame Ntow Amoah

Name: Kwame Ntow Amoah

Designation: AG Chief Executive

**SIGNED** on behalf of  
**GNPC EXPLORATION AND PRODUCTION COMPANY  
LIMITED** by}

/s/ Samuel Opoku Arthur

Name: Samuel Opoku Arthur

Designation: Managing Director

**SIGNED** on behalf of  
**TULLOW GHANA LIMITED** by}

/s/ Mike Walsh

Name: Mike Walsh

Designation: Director

**SIGNED** on behalf of  
**KOSMOS ENERGY GHANA HC** by}

/s/ Joe Mensah

Name: Joe Mensah

Designation: Senior Vice President, Head of Ghana Business Unit

**SIGNED** on behalf of **KOSMOS ENERGY GHANA  
INVESTMENTS** by}

/s/ Joe Mensah

Name: Joe Mensah

Designation: Senior Vice President, Head of Ghana Business Unit

**SIGNED** on behalf of  
**PETROSA GHANA LIMITED** by}

/s/ Linda Nene

Name: Linda Nene

Designation: General Manager: PGL

**AMENDMENT TO THE DEEPWATER TANO PETROLEUM AGREEMENT  
DATED 10 MARCH 2006**

**AMONG**

**THE GOVERNMENT OF THE REPUBLIC OF GHANA  
(Represented by the Ministry of Energy and Green Transition) AND  
GHANA NATIONAL PETROLEUM CORPORATION**

**AND**

**GNPC EXPLORATION AND PRODUCTION LIMITED COMPANY AND**

**TULLOW GHANA LIMITED AND  
KOSMOS ENERGY GHANA HC**

**AND**

**KOSMOS ENERGY GHANA INVESTMENTS AND**

**PETROSA GHANA LIMITED**



**THIS AMENDMENT TO THE PETROLEUM AGREEMENT DATED 10 MARCH 2006 RELATING TO THE DEEPWATER TANO CONTRACT AREA OFFSHORE REPUBLIC OF GHANA (“DWT PA”) (the “Amendment”).**

is made this 19<sup>th</sup> day of December 2025 (the “Execution Date”)

**AMONG:**

- (1) **The Government of the Republic of Ghana represented by the Ministry of Energy and Green Transition (the “State”);**
- (2) **Ghana National Petroleum Corporation (“GNPC”);**
- (3) **GNPC Exploration and Production Limited Company (“Explorco”)**
- (4) **Tullow Ghana Limited (“Tullow”);**
- (5) **Kosmos Energy Ghana HC (“Kosmos”);**
- (6) **Kosmos Energy Ghana Investments (formerly Anadarko WCTP Company) (“KEGIN”); and**
- (7) **PetroSA Ghana Limited (“PetroSA”).**

Each party shall be referred to as a “Party” and collectively as “Parties”. Tullow, Kosmos, KEGIN, PetroSA and Explorco shall be collectively referred to as “Contractor Parties”

**PREAMBLE**

- A. The Parties are parties to the Petroleum Agreement dated 10 March 2006 related to the Deepwater Tano (“DWT”) Contract Area Offshore Ghana which is due to expire on 19 July 2036.
- B. Recognizing that production from the Contract Area will extend beyond the term of the DWT PA, the Contractor Parties, the State and GNPC wish to amend the provisions of the DWT PA, including extending the term of the DWT PA.
- C. In accordance with Section 14(2)(a) of the Petroleum (Exploration and Production) Act 2016 Act 919, the Minister of Energy and Green Transition is authorized to extend the term of a petroleum agreement subject to Parliamentary approval.

Contractor Parties, in accordance with the terms and conditions of an amendment to the Greater Jubilee Full Field Development Plan dated 15 September 2017 (GJFFDP) submitted to the Ministry of Energy and Green Transition in December 2025 (the “GJFFDP Amendment”) shall be drilling a minimum of ten (10) and a maximum of twenty (20) wells

in the Jubilee Field in addition to the wells yet to be drilled under the current GJFFDP incorporating a gas price of US\$2.50/MMBtu.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, it is hereby agreed and declared as follows:

### 1. DEFINITIONS

Capitalized terms, unless expressly defined in the body of this Amendment, are as set forth in the DWT PA.

### 2. EXTENSION TO THE TERM OF THE DWT PA

Article 23.1 of the DWT PA is deleted and replaced as follows:

“Subject to this Article 23 the term of this Agreement shall continue until 31 December 2040.”

### 3. GNPC’S FURTHER ADDITIONAL INTEREST

(a) Article 2.5 of the DWT PA shall be renamed Article 2.5(a), and a new paragraph (b) shall be added to Article 2.5 of the DWT PA as follows:

“2.5(b) In addition to GNPC’s Additional Interest of five percent (5%) as set forth in Article 2.5(a) above (the “**Original Additional Interest**”), GNPC shall be deemed to acquire a further Additional Interest of ten percent (10%) (the “**Further Additional Interest**”) in all Petroleum Operations under this Agreement effective as from 20 July 2036 (the “**Further Additional Interest Effective Date**”), resulting in GNPC owning a total Additional Interest in the amount of fifteen percent (15%).

In respect of the Further Additional Interest, GNPC shall pay only Production Costs as approved by the JMC as from the Further Additional Interest Effective Date and the rights of Contractor to recover Petroleum Costs for the Original Additional Interest as set forth in Article 2.5(a) shall apply to the Further Additional Interest as from the Further Additional Interest Effective Date. For the avoidance of doubt, GNPC shall not be responsible for any payment obligations associated with the Further Additional Interest prior to the Further Additional Interest Effective Date.

Article 2.7 of the DWT PA shall be amended as follows

- i. By insertion of “Article 2.5(a)” in place of Article 2.5 under paragraph 2.7(a) and 2.7(b)(ii).
- ii. By insertion of “Further Additional Interest acquired under Article 2.5(b)” as a new Article 2.7(b)(iii).

(b) Article 2.9 of the DWT PA shall be deleted and replaced as follows:

“Article 2.9 (a) The Contractor Parties shall transfer the Further Additional Interest to GNPC pro rata to their current Participating Interests.

Article 2.9 (b) With effect from the Further Additional Interest Effective Date, Contractor’s Participating Interest in all Petroleum Operations and in all rights under this Agreement shall be seventy- five percent (75%).

#### 4. US DOLLAR-BASED PRICE INDEX

Article 10.2 of the DWT PA shall be amended so that references to the United States Industrial Goods Wholesale Price Index (“USIGWPI”) (which is no longer in existence) shall be replaced with the United States Producer Price Index (US PPI).

#### 5. MISCELLANEOUS

- (a) Save for the amendments to the DWT PA as set forth herein, the provisions of the DWT PA shall continue in full force and effect and remain unchanged.
- (b) This Amendment shall take effect as of the latest of:
  - (i) its Execution Date;
  - (ii) the date of its ratification by the Parliament of Ghana;
  - (iii) the date of approval by the Minister of Energy and Green Transition of the GJFFDP Amendment;
  - (iv) the date of ratification by the Parliament of Ghana of the Master Gas Agreement (the “**Amendment Effective Date**”)
- (c) A dispute or a difference arising between the State and GNPC or either of them on the one hand and Contractor on the other hand in relation to or in connection with or arising out of this Amendment, shall be resolved in accordance with Article 24 of the DWT PA, which is expressly incorporated into this Amendment.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Signatures delivered by facsimile or other electronic means shall be deemed effective for all purposes.

[Signature Pages Follow]

**SIGNED** on behalf of  
**THE GOVERNMENT OF THE REPUBLIC OF  
GHANA**  
(Represented by the Minister of Energy and Green Transition) by}

/s/ Dr. John Abdulai Jinapor

Name: Hon. Dr. John Abdulai Jinapor (MP)

Designation: Hon. Minister, Ministry of Energy & Green Transition

**SIGNED** on behalf of  
**GHANA NATIONAL PETROLEUM COMPANY** by}

/s/ Kwame Ntow Amoah

Name: Kwame Ntow Amoah

Designation: AG Chief Executive

**SIGNED** on behalf of  
**GNPC EXPLORATION AND PRODUCTION COMPANY  
LIMITED** by}

/s/ Samuel Opoku Arthur

Name: Samuel Opoku Arthur

Designation: Managing Director

**SIGNED** on behalf of  
**TULLOW GHANA LIMITED** by}

/s/ Mike Walsh

Name: Mike Walsh

Designation: Director

**SIGNED** on behalf of  
**KOSMOS ENERGY GHANA HC** by}

/s/ Joe Mensah

Name: Joe Mensah

Designation: Senior Vice President, Head of Ghana Business Unit

**SIGNED** on behalf of **KOSMOS ENERGY GHANA**  
**INVESTMENTS** by}

/s/ Joe Mensah

Name: Joe Mensah

Designation: Senior Vice President, Head of Ghana Business Unit

**SIGNED** on behalf of  
**PETROSA GHANA LIMITED** by}

/s/ Linda Nene

Name: Linda Nene

Designation: General Manager: PGL

**Certification of Chief Executive Officer**

I, Andrew G. Inglis, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Kosmos Energy Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 5, 2026

/s/ ANDREW G. INGLIS

Andrew G. Inglis

*Chairman of the Board of Directors and Chief Executive Officer  
(Principal Executive Officer)*

**Certification of Chief Financial Officer**

I, Neal D. Shah, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Kosmos Energy Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 5, 2026

/s/ NEAL D. SHAH

Neal D. Shah

*Senior Vice President and Chief Financial Officer  
(Principal Financial Officer)*

**Certification of Chief Executive Officer**  
**Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to**  
**Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the accompanying quarterly report of Kosmos Energy Ltd. (the "Company") on Form 10-Q for the quarter ended March 31, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Andrew G. Inglis, Chairman of the Board of Directors and Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 5, 2026

/s/ ANDREW G. INGLIS

Andrew G. Inglis

*Chairman of the Board of Directors and Chief Executive Officer*

*(Principal Executive Officer)*

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**Certification of Chief Financial Officer**  
**Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to**  
**Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the accompanying quarterly report of Kosmos Energy Ltd. (the "Company") on Form 10-Q for the quarter ended March 31, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Neal D. Shah, Senior Vice President and Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 5, 2026

/s/ NEAL D. SHAH

Neal D. Shah

*Senior Vice President and Chief Financial Officer*

*(Principal Financial Officer)*

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.