
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported):
November 28, 2018

KOSMOS ENERGY LTD.
(Exact Name of Registrant as Specified in its Charter)

Bermuda
(State or other jurisdiction
of incorporation)

001-35167
(Commission
File Number)

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

Clarendon House
2 Church Street
Hamilton, Bermuda
(Address of Principal Executive Offices)

HM 11
(Zip Code)

Registrant's telephone number, including area code: **+1 441 295 5950**

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

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.

Item 1.01 Entry into a Material Definitive Agreement.

On November 28, 2018, funds affiliated with The Blackstone Group L.P. and Warburg Pincus LLC that are party to a shareholders agreement (the “Shareholders Agreement”) with Kosmos Energy Ltd. (the “Company”) delivered letters (each, a “Waiver Letter”) irrevocably waiving certain rights under the Shareholders Agreement and the Company’s Bye-laws, including the right to nominate directors to the Company’s Board of Directors.

Copies of the Waiver Letters are contained in Exhibits 1.1 and 1.2 hereto, which are incorporated by reference into this Item 1.01. The above description of the Waiver Letters is qualified in its entirety by reference to such exhibits.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On November 28, 2018, each of David B. Krieger and David I. Foley tendered his resignation as a director of the Company’s Board of Directors, effective immediately. The Company thanks Messrs. Krieger and Foley for their service.

Item 9.01. Financial Statements and Other Exhibits.

(d) Exhibits

Exhibit No.	Description
1.1	Waiver Letter of funds affiliated with The Blackstone Group L.P., dated November 28, 2018
1.2	Waiver Letter of funds affiliated with Warburg Pincus LLC, dated November 28, 2018

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 30, 2018

KOSMOS ENERGY LTD.

By: /s/ Jason E. Doughty

Jason E. Doughty

Senior Vice President, General Counsel and Corporate Secretary

EXHIBIT INDEX

Exhibit No.**Description**

- | | |
|-----|---|
| 1.1 | Waiver Letter of funds affiliated with The Blackstone Group L.P., dated November 28, 2018 |
| 1.2 | Waiver Letter of funds affiliated with Warburg Pincus LLC, dated November 28, 2018 |

November 28, 2018

Kosmos Energy Ltd.
Clarendon House
2 Church Street
Hamilton HM 11, Bermuda

Ladies and Gentlemen:

Reference is made to the Shareholders Agreement, dated as of May 10, 2011 (the "Shareholders Agreement"), by and among Kosmos Energy Ltd., an exempted company incorporated under the laws of Bermuda (the "Company"), and each of the parties identified on Schedule A to the Shareholders Agreement. Capitalized or other terms used and not defined herein but defined in the Shareholders Agreement shall have the meanings ascribed to them in the Shareholders Agreement.

The undersigned hereby irrevocably waive (a) their rights pursuant to Section 2.1 of the Shareholders Agreement to nominate and/or designate persons to the Board and (b) their rights pursuant to Section 2.2 of the Shareholders Agreement to nominate and/or designate persons to committees of the Board.

Further, the undersigned hereby irrevocably waive (a) their rights pursuant to Section 2.1 of Annex A to the Company's Bye-Laws to nominate and/or designate persons to the Board and (b) their rights pursuant to Section 2.2 of Annex A to the Company's Bye-Laws to nominate and/or designate persons to committees of the Board.

The undersigned hereby further agree that, with respect to all Common Shares collectively held by them in excess of 9.99% of the outstanding Common Shares of the Company at the time in question (such shares, "Excess Shares"), the undersigned shall vote or cause to be voted at all meetings of the shareholders of the Company, or vote, consent or approve in any other circumstances, upon which such vote, consent or other approval (including a written consent) is sought or obtained by or from the shareholders of the Company, all Excess Shares in the same manner (including by voting "for" or "against," abstaining or withholding votes) as, and in the same proportion to, the votes cast "for" or "against," and abstentions or vote withholdings made, in respect of all Common Shares held by holders of Common Shares (other than the Common Shares held by the undersigned).

[Remainder of this page intentionally left blank.]

Very truly yours,

BLACKSTONE CAPITAL PARTNERS (CAYMAN) IV LP.

By: Blackstone Management Associates (Cayman) IV L.P., its General Partner

By: BCP IV GP L.L.C., its General Partner

By: /s/ Christopher Striano

Name: Christopher Striano

Title: Senior Managing Director

BLACKSTONE CAPITAL PARTNERS (CAYMAN) IV-A L.P.

By: Blackstone Management Associates (Cayman) IV L.P., its General Partner

By: BCP IV GP L.L.C., its General Partner

By: /s/ Christopher Striano

Name: Christopher Striano

Title: Senior Managing Director

BLACKSTONE FAMILY INVESTMENT PARTNERSHIP (CAYMAN) IV-A L.P.

By: BCP IV GP L.L.C., its General Partner

By: /s/ Christopher Striano

Name: Christopher Striano

Title: Senior Managing Director

[Signature Page to Waiver Letter]

BLACKSTONE PARTICIPATION PARTNERSHIP (CAYMAN) IV L.P.

By: BCP IV GP L.L.C., its General Partner

By: /s/ Christopher Striano

Name: Christopher Striano

Title: Senior Managing Director

BLACKSTONE FAMILY INVESTMENT PARTNERSHIP (CAYMAN) IV-A SMD L.P.

By: Blackstone Family GP L.L.C., its General Partner

By: /s/ Christopher Striano

Name: Christopher Striano

Title: Senior Managing Director

[Signature Page to Waiver Letter]

Accepted and agreed as of the date first written above.

KOSMOS ENERGY LTD.

By: /s/ Jason E. Doughty

Name: Jason E. Doughty

Title: Senior Vice President and General Counsel

[Signature Page to Waiver Letter]

November 28, 2018

Kosmos Energy Ltd.
Clarendon House
2 Church Street
Hamilton HM 11, Bermuda

Ladies and Gentlemen:

Reference is made to the Shareholders Agreement, dated as of May 10, 2011 (the "Shareholders Agreement"), by and among Kosmos Energy Ltd., an exempted company incorporated under the laws of Bermuda (the "Company"), and each of the parties identified on Schedule A to the Shareholders Agreement. Capitalized or other terms used and not defined herein but defined in the Shareholders Agreement shall have the meanings ascribed to them in the Shareholders Agreement.

The undersigned hereby irrevocably waive (a) their rights pursuant to Section 2.1 of the Shareholders Agreement to nominate and/or designate persons to the Board and (b) their rights pursuant to Section 2.2 of the Shareholders Agreement to nominate and/or designate persons to committees of the Board.

Further, the undersigned hereby irrevocably waive (a) their rights pursuant to Section 2.1 of Annex A to the Company's Bye-Laws to nominate and/or designate persons to the Board and (b) their rights pursuant to Section 2.2 of Annex A to the Company's Bye-Laws to nominate and/or designate persons to committees of the Board.

[Remainder of this page intentionally left blank.]

Very truly yours,

WARBURG PINCUS INTERNATIONAL PARTNERS, L.P.

By: Warburg Pincus Partners, L.P., its General Partner
By: Warburg Pincus Partners GP LLC, its General Partner
By: Warburg Pincus & Co., its Managing Member

By: /s/ David B. Krieger

Name: David B. Krieger

Title: Partner

**WARBURG PINCUS NETHERLANDS INTERNATIONAL PARTNERS
I C.V.**

By: Warburg Pincus Partners, L.P., its General Partner
By: Warburg Pincus Partners GP LLC, its General Partner
By: Warburg Pincus & Co., its Managing Member

By: /s/ David B. Krieger

Name: David B. Krieger

Title: Partner

WP-WPIP INVESTORS L.P.

By: WP-WPIP Investors GP L.P., its General Partner
By: WPP GP LLC, its General Partner
By: Warburg Pincus Partners, L.P., its Managing Member
By: Warburg Pincus Partners GP LLC, its General Partner
By: Warburg Pincus & Co., its Managing Member

By: /s/ David B. Krieger

Name: David B. Krieger

Title: Partner

[Signature Page to Waiver Letter]

WARBURG PINCUS PRIVATE EQUITY VIII, L.P.

By: Warburg Pincus Partners, L.P., its General Partner
By: Warburg Pincus Partners GP LLC, its General Partner
By: Warburg Pincus & Co., its Managing Member

By: /s/ David B. Krieger

Name: David B. Krieger

Title: Partner

**WARBURG PINCUS NETHERLANDS PRIVATE
EQUITY VIII C.V. I**

By: Warburg Pincus Partners, L.P., its General Partner
By: Warburg Pincus Partners GP LLC, its General Partner
By: Warburg Pincus & Co., its Managing Member

By: /s/ David B. Krieger

Name: David B. Krieger

Title: Partner

WP-WPVIII INVESTORS, L.P.

By: WP-WPVIII Investors GP L.P., its General Partner
By: WPP GP LLC, its General Partner
By: Warburg Pincus Partners, L.P., its Managing Member
By: Warburg Pincus Partners GP LLC, its General Partner
By: Warburg Pincus & Co., its Managing Member

By: /s/ David B. Krieger

Name: David B. Krieger

Title: Partner

[Signature Page to Waiver Letter]

Accepted and agreed as of the date first written above.

KOSMOS ENERGY LTD.

By: /s/ Jason E. Doughty
Name: Jason E. Doughty
Title: Senior Vice President and General Counsel

[Signature Page to Waiver Letter]
