

Fill in this information to identify the case:

Debtor Cobalt International Energy, L.P.
 United States Bankruptcy Court for the: Southern District of Texas
(State)
 Case number 17-36711

**Official Form 410
 Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

<p>1. Who is the current creditor?</p>	<p><u>Austin Geotech Services, Inc.</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small></p> <p>Other names the creditor used with the debtor _____</p>	
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. Where should notices and payments to the creditor be sent?</p> <p><small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small></p>	<p>Where should notices to the creditor be sent?</p> <p><u>Austin Geotech Services, Inc.</u> Attn Mukul M. Sharma 4229 Hidden Canyon Cove Austin, TX 78746</p> <p>Contact phone _____ Contact email <u>msharma.ags@gmail.com</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>Contact phone _____ Contact email _____</p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>
<p>4. Does this claim amend one already filed?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <small>MM / DD / YYYY</small></p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ _

7. How much is the claim? \$ 29,500.00. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Contract and work performed for Cobalt

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. **Amount necessary to cure any default as of the date of the petition.** \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

<input type="checkbox"/> No		
<input checked="" type="checkbox"/> Yes. Check all that apply:		Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).		\$ _____
<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).		\$ _____
<input checked="" type="checkbox"/> Wages, salaries, or commissions (up to \$12,850* [*]) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).		\$ <u>29,500.00</u>
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).		\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).		\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(<u> </u>) that applies.		\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ 29,500

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/05/2018
MM / DD / YYYY

/s/Mukul M. Sharma
Signature

Print the name of the person who is completing and signing this claim:

Name Mukul M. Sharma
First name Middle name Last name

Title President

Company Austin Geotech Services, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____

KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-1782 | International (310) 751-2682

Debtor: 17-36711 - Cobalt International Energy, L.P. District: Southern District of Texas, Houston Division		
Creditor: Austin Geotech Services, Inc. Attn Mukul M. Sharma 4229 Hidden Canyon Cove Austin, TX, 78746 Phone: Phone 2: Fax: Email: msharma.ags@gmail.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Contract and work performed for Cobalt	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 29,500.00	Includes Interest or Charges: No	
Has Priority Claim: Yes	Priority Under: 11 U.S.C. §507(a)(4): 29,500.00	
Has Secured Claim: No Amount of 503(b)(9): Yes: 29,500 Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Mukul M. Sharma on 05-Mar-2018 11:14:28 p.m. Pacific Time Title: President Company: Austin Geotech Services, Inc.		

MASTER CONSULTING AGREEMENT

OPS-1233230

between

COBALT INTERNATIONAL ENERGY, L.P.

and

Austin Geotech Services, Inc.

Austin Geotech Services, Inc.

MASTER CONSULTING AGREEMENT

Table of Contents

1. Definitions and Interpretation.....	1
2. Term and Early Termination	3
3. Services	4
4. Representations and Warranties	5
5. Compensation, Invoices and Payment	6
6. Taxes	8
7. Company and Contractor Representative.....	8
8. Confidentiality.....	9
9. Conflicts of Interest, Records and Audit.....	10
10. Indemnity and Liability	11
11. Insurance	13
12. Independent Contractor.....	13
13. Applicable Law and Dispute Resolution.....	14
14. Notices	15
15. Assignment	15
16. Effect of Waiver of Performance.....	15
17. Severability.....	16
18. Interpretation	16
19. No Third Party Beneficiaries.....	16
20. Entire Agreement	16
21. Rights and Remedies	16
22. Amendment.....	16
23. Counterparts	17
Exhibit A - <u>Form of Service Order</u>	1

Austin Geotech Services, Inc.

MASTER CONSULTING AGREEMENT

This Master Consulting Agreement (“Agreement”) is entered into as of the date of signature of the last of the PARTIES to sign this AGREEMENT, and is effective as of 25 August 2017 (the “Effective Date”) by and between COBALINTERNATIONAL ENERGY, L.P., a Delaware limited partnership, with its principal office at Cobalt Center, 920 Memorial City Way, Suite 100, Houston, Texas 77024 (“Company”) and Austin Geotech Services, Inc., a company organized and existing under the laws of Texas with headquarters in Austin, Texas (“Contractor”).

RECITALS

- A. Contractor and Company desire to enter into an agreement establishing the terms and conditions of Contractor’s independent contractor relationship with Company for the performance of services from time to time during the term of this Agreement.
- B. Contractor represents that it and the personnel it will provide to Company have significant expertise relevant to the consulting services contemplated by this Agreement, and desires to provide these services to Company on the terms and conditions of this Agreement.
- C. In consideration of the mutual promises set out in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Company and Contractor agree to be bound by the terms of this Agreement.

TERMS AND CONDITIONS

1. Definitions and Interpretation

- 1.1 “Agreement” means this Master Consulting Agreement executed by the Parties.
- 1.2 “Business Day” means a day (other than a Saturday, Sunday or public holiday) when banks in the United States are open for business.
- 1.3 “Company” means the entity identified in the introductory paragraph of this Agreement.
- 1.4 “Company Representative” and “Contractor Representative” shall have the meanings set out Article 7 below.
- 1.5 “Confidential Information” means all information that is owned or used by Company, its affiliates, parent companies, joint venture partners, advisors, customers or suppliers and that may be revealed to, learned or developed by Contractor at any time while performing Services that: (i) has not been made available generally to the public either by Company or a third party who has Company’s express consent; or (ii) has been identified by Company, Company’s affiliates, joint venture partners, advisors, customers or suppliers, or any of its or their employees (either orally or in writing) as confidential or has been maintained as confidential from parties other than Company.
- 1.6 “Contractor” means the entity identified in the introductory paragraph of this Agreement.

Austin Geotech Services, Inc.

- 1.7 “Contractor Group” means Contractor, its affiliates, co-venturers, shareholders, members, officers, directors, employees, subcontractors, agents, representatives and their successors and assigns, provided that Contractor Group shall not include Company.
- 1.8 “Effective Date” means the date first above written.
- 1.9 “Initial Term” means the period of time referenced in Article 2.1 below.
- 1.10 “Party” means Company or Contractor, and “Parties” means both of them.
- 1.11 “Service Order” means a document entered into between the Parties substantially in the form of Exhibit A of this Agreement or in a form mutually agreed by the Parties and containing substantially the same information as Exhibit A.
- 1.12 “Services” means all the duties, work and responsibilities to be provided by Contractor to Company as set out in the Service Order, including the provision of Contractor personnel to Company for the periods stated in the Service Order.
- 1.13 In this Agreement, unless the contrary intention appears, any reference to:
- 1.13.1 an enactment includes:
- A. that enactment as amended, extended, consolidated, re-enacted or applied by or under any other enactment before or after the date of this Agreement;
 - B. any enactment which that enactment re-enacts, consolidates or enacts in rewritten form (in each case with or without modification, and irrespective of whether the enactment which is re-enacted or consolidated has been or is subsequently repealed); and
 - C. any subordination legislation made (before or after the date of this Agreement) under that or any other applicable enactment, including one within Articles (A) or (B) above;
- 1.13.2 this Agreement or any other agreement or document are to this Agreement or such other agreement or document as it may be validly varied, amended, supplemented, restated, renewed, novated or replaced from time to time (in each case, however fundamentally);
- 1.13.3 any Party to this Agreement includes a reference to its successors and permitted assigns under this Agreement;
- 1.13.4 a person includes any individual, firm, company, corporation, government, state or agency of a state, or any association, trust, joint venture, consortium or partnership (whether or not having a separate legal personality);

Austin Geotech Services, Inc.

- 1.13.5 the singular includes the plural and vice versa, and reference to any gender includes the other genders;
 - 1.13.6 “company” includes any body corporate;
 - 1.13.7 “written” or “in writing” includes all forms of visible reproduction in permanent form, including electronic messages;
 - 1.13.8 “including” and “in particular” or any similar words or expressions are by way of illustration and emphasis only and do not operate to limit the generality or extent of any other words or expressions; and
 - 1.13.9 “indemnify” and “indemnifying” any person against any circumstances or in respect of any act, omission, event or matter shall include indemnifying and keeping that person fully indemnified and held harmless on a continuing basis, on demand and on an after-tax basis from all actions, claims, demands and proceedings from time to time made against that person and all liabilities, losses, damages, fines and penalties and other payments, costs and expenses made or incurred by that person (including legal and other professional costs and associated value added tax) as a consequence of, or which would not have arisen but for, that circumstance, act, omission, event or matter.
- 1.14 In this Agreement:
- 1.14.1 References to Articles and Exhibits refer to Articles of, and Exhibits to, this Agreement.
 - 1.14.2 All Exhibits and the Recitals to this Agreement form part of it and take effect as if set out in this Agreement, and any reference to this Agreement includes the Exhibits and the Recitals.
 - 1.14.3 The index and headings in this Agreement are for convenience only and do not affect its interpretation.
- 1.15 All obligations given or entered into by Contractor under this Agreement are given or entered into jointly and severally to the extent that Contractor comprises more than one person.
- 1.16 The parties to a Service Order shall agree to the term of such agreement, which may extend beyond the term of this Agreement. Any claim in respect of the Services to be provided under, or the rights or obligations of the parties to, any Service Order shall be made under the applicable Service Order and not under this Agreement.

2. Term and Early Termination

- 2.1 Term. The initial term of this Agreement shall be three (3) years beginning on the Effective Date (the “Initial Term”), unless terminated earlier in accordance with the terms of this Agreement. Upon the expiration of the Initial Term, unless otherwise agreed in writing by the Parties, this Agreement shall continue for

Austin Geotech Services, Inc.

successive one (1) year terms until a Party terminates this Agreement by providing thirty (30) days written notice to the other Party.

- 2.2 Termination of this Agreement under Article 2.1 does not affect the rights and obligations of Company and Contractor under a Service Order in effect at the time of receipt of notice of termination. The Service Order shall continue in effect until the Services are performed as required in that Service Order or until termination of the Service Order as provided in Article 2.3 or 2.4.
- 2.3 Early Termination. Notwithstanding anything herein to the contrary, Company may terminate, in whole or in part, this Agreement at any time prior to the expiration date of this Agreement pursuant to Article 2.1 and/or any Service Order at any time prior to completion of the Services thereunder, by providing thirty (30) days written notice to Contractor, whereupon Contractor shall cease performance of the Services with effect from the end of such thirty (30) day period, or such later date provided in the notice. Upon termination, Company shall have no further liability to Contractor with respect to this Agreement or the terminated Service Order, as applicable, except for Contractor's compensation accrued and unpaid on the date of such termination.
- 2.4 Termination with Immediate Effect. Where Contractor fails to provide any of the Services or otherwise breaches the terms of this Agreement or a Service Order, Company shall provide Contractor with a written notice requesting that Contractor remedy such breach or failure within ten (10) days of the date of such notice (the "Cure Period"). If Contractor fails to remedy such breach or failure to the reasonable satisfaction of Company by the end of the Cure Period, the provisions of Article 2.3 shall not apply and Company may terminate this Agreement and/or any Service Order with immediate effect. Termination of this Agreement by Company pursuant to this Article 2.4 shall be without prejudice to Company's rights hereunder and at law with respect to Contractor's failure to provide Services and for Contractor's breach of the terms of this Agreement or a Service Order. In the event of termination pursuant to this Article 2.4, Company shall have no further liability to Contractor with respect to this Agreement or any terminated Service Order.

3. Services

- 3.1 Contractor shall, and shall procure that any of Contractor's personnel or subcontractors performing the Services shall, perform the Services specifically described in a Service Order:
 - A. with due skill, diligence and care;
 - B. in compliance with all applicable laws, enactments, orders and regulations; and
 - C. in accordance with all generally accepted standards and practices applicable to the Services.

Austin Geotech Services, Inc.

- 3.2 Company will from time to time provide Contractor with a Service Order describing required personnel, detailed responsibilities of such personnel, work, deliverables and the schedule for completion of the Services. Each Service Order shall be deemed a separate agreement between the Parties incorporating the terms and conditions of this Agreement by reference. Contractor shall exercise commercially reasonable efforts to enter into Service Orders as requested by Company and to provide to Company the requested personnel set out in such Service Orders for the period and in accordance with such other requirements as are set out in such Service Orders.
- 3.3 Service Orders shall be substantially in the form of Exhibit A of this Agreement or in a form mutually agreed by the Parties and containing substantially the same information as Exhibit A.
- 3.4 Contractor shall perform the Services on an as-needed basis and pursuant to a Service Order. Company shall not be obligated to procure the Services from Contractor and Company may procure the Services from any other contractors.
- 3.5 Time is of the essence for the Services performed under this Agreement. Performance of the Services shall proceed in a timely fashion and shall be completed within the specific date(s) provided in a Service Order.
- 3.6 Company may, at any time by written notice, make changes to the Services described in a Service Order. If any such change affects the time for or cost of performance of the Services by Contractor, an equitable adjustment may be made to such Service Order rates by mutual agreement between the Parties and each Party shall be entitled to propose in writing to the other Party its proposal for any such adjustment to the Service Order rates. If the Parties fail to agree on such an adjustment to the Service Order rates within five (5) Business Days of Company's notice referred to above, then Company shall, acting reasonably and in good faith, make an adjustment to such Service Order rates to reflect such modified Services and such rates shall apply to the performance of such Services for the purposes of this Agreement and such Service Order.
- 3.7 If Contractor disputes any rate adjustment made by Company in accordance with Article 3.6 above, then the provisions of Article 13.3 shall apply. Contractor must make any and all claims for rate adjustment to a Service Order in writing within thirty (30) days from the date of notification of the change or such claims shall be waived.

4. Representations and Warranties

- 4.1 Contractor hereby represents and warrants to Company all of the following at the Effective Date and throughout the term of this Agreement:
 - 4.1.1 Contractor's personnel shall be qualified, competent, fit for duty, sufficiently experienced and properly trained to perform the Services in a safe and competent manner.

Austin Geotech Services, Inc.

- 4.1.2 Contractor has the technical competence, professional licenses, financial capacity, management skills, resources and equipment necessary to perform its obligations under this Agreement.
- 4.1.3 Contractor is in compliance with all requirements of this Agreement, and has obtained all necessary licenses, permits, consents, approvals and other authorizations to perform the Services.
- 4.1.4 Contractor shall, and shall procure that any of Contractor's personnel or subcontractors performing the Services shall, comply with all Company policies and procedures while performing the Services, including, but not limited to: (i) Company's Workplace Violence and Substance Abuse Policy; (ii) Company's Contractor Minimum Health, Safety, Security and Environmental (HSSE) Requirements; (iii) Company's Code of Business Conduct and Ethics; and (iv) Company's Anti-Corruption Policy and Program. Copies of all such policies will be made available to Contractor upon request.
- 4.1.5 Contractor's performance of the Services will not infringe on the proprietary rights of third parties.
- 4.1.6 Contractor shall pay promptly any and all amounts owed to its subcontractors or third parties incident to provision of the Services, so that no lien shall attach, or be permitted to attach, to Company's property, whether real or personal.
- 4.1.7 Contractor shall maintain in full force and effect all policies of insurance set out in Article 11 below.
- 4.1.8 Contractor shall, at its own expense, promptly repair or replace any property, equipment or materials damaged or destroyed by Contractor in the course of performing the Services.

5. Compensation, Invoices and Payment

- 5.1 Compensation. In full compensation to Contractor for the performance of the Services, Company shall pay Contractor the rates listed in a Service Order. Company will have no direct or indirect obligation to pay, reimburse or otherwise bear any rates, taxes, fees, costs, expenses or other charges or amounts whatsoever, except as agreed in this Agreement or a Service Order. Any commission or other fee paid by Company to Contractor hereunder shall be for Services actually rendered, and no part of any such fee paid to Contractor hereunder or any other funds of Contractor shall, directly or indirectly, be paid to, or accrue for the benefit of, any official, agent, or employee of, or in any manner connected with, any government (federal, regional, provincial or local) or any political subdivision, ministry, agency, or authority thereof, or a political party or an officer, agent or employee of a political party, or a candidate for political office, or a director, officer, employee or shareholder of any customer or prospective customer of Company, where such payment or accrual would be illegal under the

Austin Geotech Services, Inc.

laws of the United States, or the jurisdiction where the Services are performed or in which any of Contractor and Company are organized.

5.2 Invoices. Contractor shall submit invoices in the currency of the Service Order to Company's billing address specified below at the end of each month. Invoices shall be issued in accordance with, and shall comply with, the requirements imposed by applicable law. Contractor's invoices shall describe the personnel, work and time performed for the Services. Reimbursement of any expenses shall be approved in writing in advance by Company and documented with approved timesheets and expense receipts acceptable to Company to be included with Contractor's invoice.

5.2.1 In respect of each invoicing period, Contractor shall submit invoices to Company that include the following information (where appropriate):

- (a) a description of Contractor's fees in connection with its personnel performing the Services; and
- (b) a description of the remainder of Contractor's fees.

5.2.2 Contractor invoices (together with approved timesheets and expense receipts) shall be sent to Company as follows or as otherwise instructed by Company in writing:

Via email: accounts.payable@cobaltintl.com
Cobalt International Energy, L.P.
Cobalt Center
920 Memorial City Way, Suite 100
Houston, Texas 77024
Attention: Accounts Payable

5.3 Payment. Payment of Contractor's undisputed invoice shall be sent by electronic fund transfer to the financial institution detailed below within the time period stated in the applicable Service Order from Company's receipt of said invoice. If Company, in good faith, disputes any portion of Contractor's invoice, then Company shall notify Contractor in writing and may withhold payment for the disputed portion until the dispute is resolved. Company may withhold payment of any amount included by Contractor in an invoice in manifest error. Company's right to withhold such payment will be in addition to, and not in any way in lieu of, any other right of Company hereunder, including the right to raise disputes for the first time after audit. Payment of any invoice shall not prejudice the right of Company to question the propriety of any charges therein at any time. All payments hereunder by Company shall be deemed to be made on account only and shall be subject to appropriate adjustment following audit.

5.3.1 All payments to Contractor shall be made in the currency stated in the applicable Service Order.

Austin Geotech Services, Inc.

5.3.2 Company shall make payments to Contractor by electronic fund transfer as follows:

Account Name:	Austin Geotech Services, Inc.
Bank Name:	JP Morgan Chase Bank
Bank Address:	JP Morgan Chase Bank 3267 Bee Cave Road Austin, TX 78746. Tel: 512-330-0129
Account Number:	727415762
ABA number/Swift Code:	111000614

5.4 Any change to the above bank details shall be made in writing and shall be effective after Company's review for compliance with all applicable anti-bribery and corruption laws and regulations of the United States of America (including the Foreign Corrupt Practices Act of 1977 ("FCPA")), and any jurisdiction in which the Services are performed or in which any of Contractor or Company are organized, and all applicable banking regulations.

6. Taxes

- 6.1 Contractor's compensation for the Services shall be fully inclusive of, and Contractor shall be solely responsible for, any tax liabilities as may be imposed on Contractor by the applicable tax authorities, applicable corporate income taxes, social security taxes or contributions, worker's compensation or health insurance, employees' personal income tax, stamp duty, unemployment tax and other similar payments, if any.
- 6.2 Contractor's rates are exclusive of any consumption tax, value added tax (VAT), goods and services tax or any other similar tax or duty applicable to the Services provided by Contractor under this Agreement ("Transaction Taxes"), and to the extent that similar taxes such as sales, use, excise or business tax are implicit or specifically defined elsewhere in this Agreement. The amount of Transaction Taxes or any other similar tax or duty and such other agreed taxes chargeable thereon less any reduction in taxes Contractor can benefit from shall be paid to Contractor by Company in addition to any other payments becoming due under this Agreement upon production of a valid tax invoice.
- 6.3 Contractor shall pay all fees, taxes, dues, levies, import/export duties and any other monies required to be paid by Contractor for performance of the Services under all applicable statutes, laws, regulations, ordinances, decrees, proclamations, orders or any other enactment of any governmental authority.

7. Company and Contractor Representative

- 7.1 The Parties shall each appoint a person (each a "Representative") in connection with this Agreement, and such Representatives shall meet as frequently as is agreed from time to time by the Parties to be necessary in order to review the

Austin Geotech Services, Inc.

provision of the Services and any other matters relevant to the Services and this Agreement. The Representatives are as follows:

COMPANY REPRESENTATIVE:	CONTRACTOR REPRESENTATIVE:
Cobalt International Energy, L.P.	Austin Geotech Services, Inc.
Attn: Mashiur Khan	Attn: Mukul M. Sharma
Cobalt Center	4229 Hidden Canyon Cove
920 Memorial City Way, Suite 100	Austin
Houston, TX 77024	Texas, 78746
United States	United States
Fax: +1 713-579-9196	Fax: 512-329-5958
Email: Mashiur.Khan@cobaltintl.com	Email: msharma.ags@gmail.com

8. Confidentiality

8.1 During the term of this Agreement and for a period of three (3) years following the termination of this Agreement, Contractor shall not disclose, or cause to be disclosed, directly or indirectly, any Confidential Information to any third party or use any Confidential Information for any purposes other than those necessary to perform the Services. Contractor shall not make copies or allow copies to be made of the Confidential Information and, upon request, shall promptly return all Confidential Information to Company and destroy all materials prepared by Contractor relating to the Services. Contractor agrees not to trade in Company securities while in the possession of material Confidential Information. Contractor hereby agrees to be responsible for any use or disclosure of Confidential Information by its employees, agents or representatives in accordance with this Agreement as if such employee, agent or representative were a Party hereto and Contractor shall be responsible for any such disclosure and or use by any of them that would constitute a breach of the confidentiality provisions of this Agreement were such person a Party to this Agreement. The confidentiality obligations contained in this Agreement shall not apply to information that is (i) held in the public domain; (ii) in the possession of Contractor prior to the Effective Date; (iii) subsequently becomes a part of the public domain through no fault of Contractor; or (iv) disclosed to Contractor by third parties without breach of the confidentiality obligations under this Agreement.

8.2 Notwithstanding Article 8.1 above, a Party may disclose Confidential Information if but only to the extent:

8.2.1 required by applicable law;

8.2.2 required by any regulatory or governmental or other authority with relevant powers to which that Party is subject or submits (whether or not the requirement has the force of law);

Austin Geotech Services, Inc.

8.2.3 required by its professional advisers in order to be able to advise in relation to the transactions contemplated by this Agreement (and subject always to such professional advisers assuming similar duties of confidentiality); or

8.2.4 is necessary to obtain any relevant tax clearances from any appropriate tax authority,

provided that prior to making disclosure it shall have given the other Party prior written notification of such proposed disclosure.

8.3 Company retains title to and ownership of all Confidential Information furnished to Contractor in connection with this Agreement.

8.4 Contractor shall protect all Confidential Information, intellectual property rights, copyrights and other proprietary rights (including know-how) supplied by Company under this Agreement which are in the possession of its sub-tier suppliers and vendors, subcontractors and/or agents, including, without limitation, taking all necessary steps and actions to ensure that any such sub-tier supplier and vendor complies with all confidentiality provisions herein. Furthermore, Contractor shall notify Company immediately on becoming aware of a breach or a potential breach of the confidentiality obligations in this Agreement and shall inform Company of the actions taken to prevent or remedy any such breach or potential breach to ensure that risks to Company are adequately mitigated. Company reserves the right to take any action necessary and may direct Contractor to take such reasonable actions as may be necessary to protect Confidential Information.

8.5 If Contractor breaches the confidentiality provisions of this Agreement or if any of its employees, agents or representatives breaches the obligations of confidentiality hereunder, as if such person were a Party to this Agreement, then Company may terminate this Agreement with immediate effect. Contractor recognizes that Company's remedies at law may be inadequate and that Company shall have the right to seek injunctive relief in addition to any other remedy available at law to compel the enforcement of the terms stated herein. If court action is necessary to enforce the confidentiality provisions of this Agreement, Contractor shall be responsible for Company's attorneys' fees and court costs.

9. Conflicts of Interest, Records and Audit

9.1 Conflicts of Interest. Contractor represents that it has not prior to the Effective Date and covenants that it and its affiliates shall not directly or indirectly pay, offer, promise or give or authorize to pay, offer or give money or anything of value to any employee or official of a government or department thereof, member of the national assembly, political party or candidate for political office, judges or magistrates, to any employees or officials of public international organizations, or to any directors or employees of enterprises or companies owned or controlled by a government, or to any other person while being aware of or having a belief that such money or item of value will be passed on to one of the above, to

Austin Geotech Services, Inc.

influence any act or decision by such person or by any governmental or legislative body for the purpose of obtaining, retaining or directing business to Company or to otherwise obtain an improper advantage for Company, or in any way related to this Agreement, any Service Order or the performance of the Services. Contractor will not undertake any action that may cause Company to be in violation of any anti-bribery and corruption laws and regulations of the United States of America (including the FCPA), and any jurisdiction in which the Services are performed or in which any of Contractor or Company are organized.

- 9.2 **Records.** Contractor shall keep and maintain a complete set of all books and records required to reflect accurately the charges billed to Company and its compliance with its obligations pursuant to Article 9.1. Contractor shall also maintain records of all Service Orders, invoices, and other materials, data and information prepared by or received by Contractor in connection with the Services. Contractor shall maintain all such books and records for a period of three (3) years after completion of the last of the Services performed pursuant to this Agreement.
- 9.3 **Audit.** Company, and its authorized representatives, shall have the right, during the period that Contractor is required to maintain its books and records, from time to time during Contractor's business hours, upon prior written notice, to inspect and to audit all of Contractor's applicable books and records bearing directly or indirectly on the invoices sent to Company as a result of the performance of the Services and the other matters referred to in Article 9.2. If Company should take exception to any charge by Contractor, and, by reason of such exception, it becomes evident that an adjustment should be made to any invoice submitted by Contractor to Company, then such invoice adjustments shall be made by Contractor and compensatory payment made by Contractor to Company or at Company's option an off-set made against any amount due from Company to Contractor pursuant to this Agreement and any Service Order.

10. Indemnity and Liability

- 10.1 Contractor shall release, defend, indemnify and hold Company harmless from and against any and all claims, damages, liabilities and causes of action connected with or arising out of the performance of the Services including with respect to any claims by any member of the Contractor Group and by any third parties made against Company, even if contributed to wholly or in part by the active or passive negligence, act or omission of Company, or by a contractually assumed obligation of Company.
- 10.2 Notwithstanding any other provision of this Agreement (or any other document or agreement related hereto) to the contrary, in no event shall either Party be liable to the other Party or entitled to recover incidental, consequential (including, without limitation, lost profits or other consequential or business interruption damages or any other damages not measured by actual damages), special, indirect, multiple, statutory, exemplary or punitive damages. The Parties hereby agree that any tribunal, arbitral panel, or other body charged with dispute resolution or non-judicial decision making regarding disputes between the Parties shall have no authority to award incidental, consequential (including, without

Austin Geotech Services, Inc.

limitation, lost profits or other consequential or business interruption damages or any other damages not measured by actual damages), special, indirect, multiple, statutory, exemplary or punitive damages under this Agreement.

10.3 Notification of Payment Entitlement and Contractor's Indemnity

10.3.1 Contractor shall be entitled to issue invoices pursuant to this Agreement to Company, and such invoices shall specify that payment shall be made by Company to Contractor with respect to the Services, and Company shall make payment in accordance with such invoices and subject to the other provisions of this Agreement.

10.3.2 In issuing an invoice to Company under the terms of this Agreement, Contractor shall be deemed to have represented and warranted to Company, as at the date of such invoice, that Contractor is entitled, pursuant to this Agreement and in accordance with applicable law, to receive payment from Company in the amount and in the currency specified in the applicable Service Order, and the Parties acknowledge that Company shall be deemed to have relied on such representation and warranty and Contractor's instructions set out in such invoice in making payment thereunder, and Company shall not be required to make any assessment or investigation as to the entitlement to receive payment or otherwise of Contractor in accordance with such invoice.

10.3.3 In addition to such other indemnities as may be given by Contractor pursuant to this Agreement:

- A. Contractor shall be liable for and shall bear, discharge or procure the discharge of all taxes, duties, charges and contributions that are assessed or levied against Contractor in respect of profits or gains earned or income received or receivable by Contractor or otherwise arising directly or indirectly from this Agreement or its performance by Contractor or related to the Services; and
- B. Contractor shall be liable for and shall release, protect, defend, indemnify and hold Company harmless from and against any and all claims of whatever nature and howsoever caused arising out of or in connection with:
 - 1. Contractor's receipt of payment for the Services pursuant to each invoice issued pursuant to this Agreement and Company's payment of such invoice to Contractor; and
 - 2. any assessment or levy made in respect of all or any taxes, national or local, which may be assessed or levied against Contractor in connection with the performance of this Agreement by any governmental authority.

Austin Geotech Services, Inc.

10.4 The liability and indemnity obligations in Articles 10.1, 10.2, 10.3 and 12.1 of this Agreement shall survive termination of this Agreement.

11. Insurance

11.1 Neither the minimum insurance policy limits required of Contractor under this Agreement nor the actual amounts of insurance maintained by Contractor shall limit or reduce Contractor's liability and indemnity obligations in this Agreement.

11.2 Contractor shall maintain the following insurance and all other insurance required by applicable law during the term of this Agreement:

11.2.1 Workers' Compensation and Employer's Liability Insurance as prescribed by applicable law.

11.2.2 Commercial General Liability (Bodily Injury and Property Damage) Insurance, including Contractual Liability to cover the liabilities assumed in this Agreement. The policy territory coverage must include all areas where the Services are to be performed. The policy limits must not be less than US\$5,000,000 or its currency equivalent combined single limit per occurrence.

11.2.3 Automobile Bodily Injury and Property Damage Liability Insurance extending to all vehicles provided by Contractor in the performance of the Services. The policy limits for this insurance must be the higher of the amount required by applicable law or US\$500,000 or the currency equivalent combined single limit per occurrence.

11.3 Upon request by Company, Contractor shall furnish Company with copies of certificates of such legally required insurance as applicable to the Services. Insurance certificates shall contain a provision providing that the insured shall not cancel such insurance without 30 days prior written notice to Company.

11.4 Contractor shall to the extent practicable using its reasonable endeavors:

11.4.1 ensure that Company is named as an additional insured in such insurance policies (except for Workers' Compensation policies); and

11.4.2 obtain from its insurers a waiver of subrogation against Company in respect of insurance held pursuant to the requirements of this Agreement and in respect of any other insurance held by Contractor, to the extent that Company is not effectively covered and protected thereby as a named insured.

11.5 Insurance provided by Contractor pursuant to this Agreement shall be primary insurance with respect to all named insureds.

12. Independent Contractor

12.1 This Agreement does not create, and Company and Contractor stipulate and agree that this Agreement shall not be construed to create any partnership,

Austin Geotech Services, Inc.

agency relationship, employer/employee relationship, or master/servant relationship by or between the Parties or any of the agents and/or employees of Contractor and the agents and/or employees of Company. It is expressly understood that Contractor, in the course and scope of the Services, is an independent contractor for any and all purposes. Contractor shall not take any actions that might result in third persons concluding that it has authority either to contract on Company's behalf or is a licensee of Company. This Agreement shall not include any express or implied license whatsoever. As an independent contractor, neither Contractor nor any person employed by Contractor shall be eligible for the benefits provided to Company employees, including, but not limited to, health and disability insurance. Contractor shall defend, indemnify and hold Company harmless from any and all claims by Contractor's employees that they are Company employees, or are in anyway entitled to Company's employee benefits.

13. Applicable Law and Dispute Resolution

- 13.1 Compliance with Laws. In addition to the obligations of Contractor pursuant to Articles 5.4 and 9.1, in entering into this Agreement and the Service Orders and in performing their obligations hereunder, the Parties shall comply with all applicable anti-bribery laws, including the FCPA, the U.K. Bribery Act of 2010, and the principles set out in the Organization for Economic Co-operation and Development Convention Combating Bribery of Foreign Public Officials in International Business Transactions and any applicable local anti-corruption and/or anti-bribery legislation, which are, or during the course of this Agreement, become applicable to the Parties or any transferee. Contractor shall refrain from taking any action that would cause Company to be in violation of any law of any jurisdiction.
- 13.2 Applicable Law. This Agreement and all issues relating to its validity, interpretation, and the performance of the Parties under it shall be governed by and interpreted under the laws of the State of Texas.
- 13.3 Dispute Resolution. Any dispute between the Parties that has not been resolved by them within fifteen (15) Business Days may be referred by either Party to be resolved finally and exclusively by arbitration conducted in Houston, Texas, pursuant to the American Arbitration Association's (AAA) Commercial Arbitration Rules, and such rules are deemed to be incorporated by reference into this Agreement. Any arbitral award under this Article 13.3 shall be final and binding on the Parties, and the Parties waive any right of appeal against such an award.
- 13.3.1 The number of arbitrators shall be three (3), who shall be appointed as follows:
- A. one (1) arbitrator shall be nominated by the claiming Party and one (1) arbitrator shall be nominated by the responding Party; and
 - B. the third (3rd) arbitrator, who shall be the chair of the arbitral tribunal, shall be jointly nominated by those arbitrators appointed in accordance with Article 13.3.1(A) within thirty (30) Business Days of

Austin Geotech Services, Inc.

the nomination of the last of them, failing which the chair shall be appointed by the AAA.

13.3.2 No Party shall be required to give general discovery of documents but may be required only to produce specific, identified documents which are relevant to the dispute.

13.3.3 Each Party waives any immunity or privilege which it may have in relation to the validity or enforceability of an arbitral award or any decision relating to the same.

13.3.4 A dispute shall be deemed to have arisen when a Party notifies the other Parties to that effect pursuant to this Agreement.

14. Notices

14.1 All notices and other communications pursuant to this Agreement shall be in writing and shall be deemed properly delivered by a Party when delivered in person to the authorized representative of such Party, or when sent by mail, email or facsimile on the date that such mail, email or facsimile is received by the other Party, to the following addresses:

COMPANY	CONTRACTOR
Cobalt International Energy, L.P.	Austin Geotech Services, Inc.
Attn: Mickey Dark	Attn: Mukul M. Sharma
Cobalt Center	4229 Hidden Canyon Cove
920 Memorial City Way, Suite 100	Austin
Houston, Texas, 77024	Texas, 78746
United States	United States
Fax: +1 713-579-9196	Fax: 512-329-5958
Email: Mickey.Dark@cobaltintl.com	Email: msharma.aqs@gmail.com

15. Assignment

15.1 This Agreement shall be binding on the Parties and their respective successors and assigns. No assignment of Contractor's rights or obligations under this Agreement, in whole or in part, shall be effective without the prior written consent of Company. Company shall have the right to assign this Agreement, in whole or in part, at any time after written notice to Contractor.

16. Effect of Waiver of Performance

16.1 Failure by Company at any time to enforce any term of this Agreement (whether with or without knowledge and whether in whole or in part) shall not be construed as a waiver by Company and will not constitute a precedent, nor restrict Company's rights in respect of any succeeding breach of the same or any other term or provision of this Agreement.

Austin Geotech Services, Inc.

16.2 Any waiver by Company in connection with this Agreement shall only be effective if it is in writing and shall only apply in favor of the person to whom it is expressly addressed and for the specific circumstances for which it is given.

17. Severability

17.1 If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, or indications to that effect are received by either of the Parties from any competent authority, the remainder of this Agreement shall remain in full force and effect, and the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality.

18. Interpretation

18.1 If there is a conflict of terms, the order of precedence shall be: (i) the terms and conditions of this Agreement; and (ii) the Exhibits to this Agreement.

19. No Third Party Beneficiaries

19.1 This Agreement not is intended to confer any legally enforceable rights on any persons other than the Parties, their successors in title and their assignees, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 applicable to England and Wales or otherwise.

19.2 The consent of any person who is not a Party is not required to rescind, vary, suspend, enforce or terminate this Agreement or any of its terms, or to assign or transfer any rights or obligations, or to grant any waiver under or in connection with this Agreement, at any time.

20. Entire Agreement

20.1 The Parties agree that they have not placed any reliance whatsoever on any representations, statements or understandings made prior to this Agreement whether orally or in writing relating to the subject of this Agreement other than those expressly incorporated into this Agreement or a Service Order.

21. Rights and Remedies

21.1 The rights and remedies of the Parties under and in connection with this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

21.2 Each Party shall pay its own costs and expenses in relation to the preparation, execution and performance of this Agreement.

22. Amendment

22.1 No purported amendment or variation of this Agreement or any provision of this Agreement shall be effective unless it is in writing and duly executed by or on behalf of each of the Parties.

Austin Geotech Services, Inc.

23. Counterparts

23.1 This Agreement may be executed in counterparts, to be exchanged via facsimile or electronically transmitted signature, each of which will be considered an original and all of which together shall constitute one and the same agreement.

Austin Geotech Services, Inc.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, in multiple counterparts, as of the day and year referred to below.

COMPANY

COBALT INTERNATIONAL ENERGY, L.P.

By: 
 DocuSigned by:
3624E88174EE438 _____
Signature

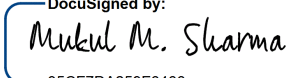
Name: Rod Skaufel

Title: President, Operations

Date: September 21, 2017

CONTRACTOR

Austin Geotech Services, Inc.

By: 
 DocuSigned by:
35CE7DA259E6466 _____
Signature

Name: Mukul M. Sharma

Title: President, AGS

Date: September 22, 2017

Exhibit A - Form of Service Order

SERVICE ORDER No. XXX-XXXXXXX

CONTRACTOR

To _____

COMPANY

Cobalt International Energy, L.P.
 Cobalt Center
 920 Mermorial City Way, Suite 100
 Houston, TX 77024

Shipping Term	Payment Term	Currency	Effective Date
	Net 90	US Dollars	Click here for date
Charge	AFE / Job	Account	Completion Date
			Click here for date

This Work Order is subject to the terms and conditions of Master Consulting Agreement No. OPS- 1233230 between Company and Contractor. NOTHING CONTAINED IN THIS WORK ORDER SHALL BE CONSTRUED AS AN AMENDMENT TO THE TERMS OF THE REFERENCED MASTER SERVICES AGREEMENT.

Item	Qty.	Description	Unit Price	Total Item Price
MAXIMUM EXPENDITURE				

This Service Order is referred to herein as the "Order". The Invoice Instructions and Special Terms and Conditions of this Order are set out in Appendices A and B respectively, and are hereby incorporated into, and form a part of, this Order.

ACCEPTED
 BY: _____
CONTRACTOR Signature

APPROVED
 BY: _____
COMPANY Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Amendment History

[Add amendment history if this is an Amendment 02 or after – write “Not Applicable” if this is the original PO or Amendment 01]

Appendix A – Invoice Instructions

1. Submit invoices in PDF format to accounts.payable@cobaltintl.com
2. Reference the following on each invoice. Failure to do so will result in invoice being returned for correction:

Contract No.	
Charge	
AFE	
Account	
AP Route	

Appendix B – Special Terms and Conditions

1. *Add any special T&C's for the items being purchased*
2. *Add any special notations here*

[END OF SERVICE ORDER]