

Fill in this information to identify the case:

Debtor 1 Cobalt International Energy, Inc

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of Texas

Case number 17-36709 (MI)

United States Courts  
Southern District of Texas  
FILED

FEB 26 2018

David A. Bradley, Clerk of Court

12/15

Official Form 410

Proof of Claim

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 of 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

1. Who is the current creditor? CT Corporation  
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor \_\_\_\_\_

2. Has this claim been acquired from someone else?  
 No  
 Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?  
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

<p>Where should notices to the creditor be sent?</p> <p><u>CT Corporation System</u> Name</p> <p><u>111 Eighth Ave 13-Floor</u> Number Street</p> <p><u>New York NY 10011</u> City State ZIP Code</p> <p>Contact phone <u>(212) 894-8809</u></p> <p>Contact email <u>carolyn.vartanian@wolterskluwer.co</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p><u>CT Corporation System</u> Name</p> <p><u>P.O. Box 4349</u> Number Street</p> <p><u>Carol Streal IL 60197</u> City State ZIP Code</p> <p>Contact phone <u>(212) 894-8809</u></p> <p>Contact email <u>carolyn.vartanian@wolterskluwer.co</u></p>
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Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
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4. Does this claim amend one already filed?  
 No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_ MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?  
 No  
 Yes. Who made the earlier filing? \_\_\_\_\_



17367091802260000000000000000000

**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:   1     2     0     8  

7. How much is the claim? \$                     199.00                     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.  
  
                    Services Provided                    

9. Is all or part of the claim secured?  No  Yes. The claim is secured by a lien on property.  
**Nature of property:**  
 Real estate. If the claim is secured by the debtor's principal 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 amounts 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)?  No  Yes. Check all that apply:

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"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	Amount entitled to priority \$ _____
<input type="checkbox"/> Up to \$2,775* 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 type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) 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).	\$ _____
<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)(____) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

**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:

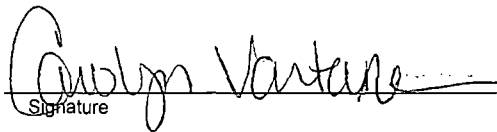
- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment 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 a 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 02/08/2018  
MM / DD / YYYY

  
Signature

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

Name Carolyn Vartanian  
First name Middle name Last name

Title Manager of Collections

Company CT Corporation  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 111 Eighth Ave 13-floor  
Number Street

New York NY 10011  
City State ZIP Code

Contact phone (212) 894-8809 Email carolyn.vartanian@wolterskluwer.co



**NATIONAL REGISTERED AGENTS, INC.**  
An NRAI Solutions Company

www.nrai.com

# Annual Invoice for Statutory Representation

Accounts Payable Dept.  
COBALT INTERNATIONAL ENERGY, L.P.  
920 Memorial City Way Ste 100  
Houston TX 77024-2649

By providing Entity Status to its customers at no additional cost, NRAI makes no guarantees, warranties, or representations regarding the accuracy or completeness of the information provided, or not provided. In addition, NRAI does not guarantee the Entity Status information will cover all entity types in all jurisdictions. The customer must access the actual records of the state in question for complete and accurate official information.

**Payment of this invoice constitutes your acceptance of the included terms and conditions**

**QUESTIONS? GET IN TOUCH:**  
*(See last page of this invoice for address changes)*  
CT Corporation  
Phone: (877) 467-3525  
Email: SmallBusinessTeam1@wolterskluwer.com

INVOICE NUMBER <b>5003884155-00</b>	INVOICE DATE 10/01/17
PERIOD COVERED 11/01/17 to 10/31/18	AMOUNT DUE <b>\$199.00</b>

Pay online at nrai.com  
**Payment Due Upon Receipt**

(Federal Tax Id# 13-3837683)

Page 1 of 2

Corporate Service Partner: Continental Corporate Services, Inc. (A035) - Nutley, NJ  
(800)300-5067

CURRENT STATE STATUS	PRICE	AMOUNT DUE
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**COBALT INTERNATIONAL ENERGY, L.P. (TX)**  
(NRAI account number 10000346303)

Texas-

Domestic Representation

Active/Existence

199.00

SUBTOTAL

199.00

199.00

**INVOICE SUMMARY**

Price

\$199.00

**TOTAL AMOUNT DUE \$199.00**

Status terminology may differ from state to state as it relates to active, inactive, or non-compliance. Please contact your service team above should you have any questions regarding the status of your entity.

**SERVICES COVERED BY THIS INVOICE:**

State laws require a Registered Agent to receive lawsuits and other legal documents where your company does business. A member of your organization and/or your attorney appointed National Registered Agents, Inc. to act as your Agent. The state may revoke your company's authority to transact business if you fail to maintain a Registered Agent or Office.

To pay by mail, detach and return this stub with your payment.  
For proper credit, indicate your complete invoice number, including the two characters following the invoice number, on the check.  
Wire Instructions: www.nrai.com

**SEND PAYMENTS TO:**

NRAI, Inc.  
PO Box 4349  
Carol Stream IL 60197-4349

Pay online at nrai.com



INVOICE NUMBER <b>5003884155-00</b>	INVOICE DATE 10/01/17
PERIOD COVERED 11/01/17 to 10/31/18	AMOUNT DUE <b>\$199.00</b>

Accounts Payable Dept.  
COBALT INTERNATIONAL ENERGY, L.P.  
920 Memorial City Way Ste 100  
Houston TX 77024-2649

**Payment Due Upon Receipt**

**Payment of this invoice constitutes your acceptance of the included terms and conditions**

Please contact your service team with any changes to your account. (Do not send with remittance)

#### NATIONAL REGISTERED AGENTS, INC. – TERMS AND CONDITIONS

The provision of Services by National Registered Agents, Inc., a Delaware corporation ("NRAI"), and your use thereof, is subject to these terms and conditions (this "Agreement"). You ("Customer") acknowledge that you agree to comply with this Agreement and are authorized to agree on behalf of all Customer Users. Notwithstanding anything to the contrary herein, your use of, or payment for, the Services shall be deemed your acceptance of this Agreement. No modifications by you to these terms and conditions shall be effective unless agreed by NRAI in writing.

#### 1. SERVICES AND FEES; PAYMENT TERMS; TAXES

1.1 Provision and Use of the Services; Fees. NRAI itself or through one or more of its affiliates, subcontractors or agents ("NRAI Parties") shall provide to Customer and its affiliates the services requested by Customer or a Customer User and described at [ct.wolterskluwer.com/service-descriptions](http://ct.wolterskluwer.com/service-descriptions) and any other services requested by Customer or a Customer User and provided by NRAI (collectively, the "Services"). The provision and use of the Services shall also be subject to the terms and conditions located at [ct.wolterskluwer.com/services-terms-and-conditions](http://ct.wolterskluwer.com/services-terms-and-conditions). NRAI shall be responsible for the performance of any NRAI Parties. Customer shall perform its responsibilities and obligations set forth in this Agreement and shall be responsible for its personnel, affiliates and permitted third party users ("Customer Users") compliance herewith and shall cooperate with NRAI in connection with NRAI's provision of the Services. Customer shall use the Services only for the internal business purposes of Customer and its affiliates. Customer Users shall not include any competitors of NRAI, and Customer shall not permit any third party to use the Services or NRAI Products without the prior written consent of NRAI. Customer shall not (i) resell, offer or use the Services for the benefit of any third parties, or (ii) use the Services in violation of any applicable law, rule, or regulation. Customer agrees to pay NRAI the applicable fees for the Services in accordance with NRAI's then current standard fee schedules for such Services (or as otherwise agreed by NRAI and Customer (the "Parties")). Customer shall also pay all additional fees advanced by NRAI on behalf of Customer, including taxes, statutory fees, and correspondent and courier charges. Customer agrees to pay NRAI all invoiced amounts within thirty (30) days of invoice, subject to a late fee of 1.75% per month plus costs of collection. Customer shall pay all sales, use and similar taxes in connection with the Services.

1.2 Customer Information and Instructions. Performance of the Services requires the timely completion of Customer's responsibilities and obligations. Additional fees may apply for any modifications to standard documents or processes made by Customer or at Customer's request. Customer will be responsible for (i) the accuracy and completeness and the compliance, sufficiency and effectiveness under applicable law of all data, documents, templates or other information provided to NRAI by or on behalf of Customer, and (ii) any instructions given by Customer or any Customer User to NRAI.

2. TERM; TERMINATION. The term of this Agreement shall be effective as of the start of Customer's most recent billing cycle (the "Effective Date") and continue until terminated as set forth herein (the "Term"). Either Party may terminate this Agreement or a particular Service (i) if the other Party fails to perform any material obligation of this Agreement (including the payment of amounts owed hereunder) and fails to cure such failure within thirty (30) days of notice thereof, (ii) if the other Party seeks protection under bankruptcy or similar laws, or (iii) at any time upon 180 days' prior written notice to the other Party. NRAI may terminate this Agreement at any time if legally required or upon belief of Customer's improper use of the Services. In the event of any termination of this Agreement, (a) Customer shall pay NRAI for Services (1) provided under this Agreement through the date of termination and (2) that NRAI is legally required to provide to Customer following termination, (b) Customer shall also pay all fees in connection with the removal of NRAI's name as its Registered Agent in each applicable Secretary of State's office, (c) NRAI's obligations to provide the Services shall cease and (d) all rights granted to Customer by NRAI under this Agreement related to terminated Services shall terminate. All provisions relating to ownership rights, confidentiality and non-disclosure, and limitation of liability shall survive any termination of this Agreement.

3. CONFIDENTIALITY. "Confidential Information" includes any proprietary or confidential information provided by the disclosing Party to the receiving Party other than any information which: (a) is generally available to the public through no fault of the receiving Party or any of its affiliates or its or their directors, officers, employees, contractors, or other agents (collectively, a Party's "Representatives"); (b) is or becomes available to the receiving Party through a source other than the disclosing Party or its Representatives without duty of confidentiality; or (c) is or has been developed by the receiving Party independently of the disclosing Party's Confidential Information. Anonymized and de-identified data shall not be considered Customer's Confidential Information and NRAI shall be permitted to retain and utilize such data. Each Party shall (i) keep all Confidential Information of the other Party confidential, (ii) not disclose the other Party's Confidential Information to any third party except if required by law, subpoena or similar legal demand, and (iii) use and disclose Confidential Information of the other Party only as necessary to perform its obligations herein (including NRAI's disclosure to its Representatives).

4. OWNERSHIP RIGHTS. All intellectual property rights related to the Services (including all products, documentation thereof and modifications thereto) ("NRAI Products") shall remain the exclusive property of NRAI or its licensors. During the Term, Customer shall have a personal, non-transferable, non-exclusive right to access and use the NRAI Products in connection with the Services solely as set forth herein.

5. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. NRAI PROVIDES THE SERVICES WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE SERVICES DO NOT INCLUDE THE PROVISION OF LEGAL, ACCOUNTING OR OTHER PROFESSIONAL ADVICE AND SHOULD NOT BE RELIED UPON AS SUCH. NRAI AND ITS DATA PROVIDERS SHALL HAVE NO LIABILITY FOR DELAYS, ERRORS OR OMISSIONS IN THE INFORMATION PROVIDED BY GOVERNMENTAL OR THIRD PARTY INFORMATION PROVIDERS OR FILING SYSTEMS OR WITH RESPECT TO INFORMATION OR RECORDS THAT MAY CONTAIN PERSONALLY IDENTIFIABLE INFORMATION. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, AND NRAI'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF (I) \$50,000 AND (II) AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO NRAI IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST NRAI BY CUSTOMER. NRAI IS NOT AN INSURER WITH REGARD TO THE SERVICES AND SHALL HAVE NO LIABILITY FOR ANY LOSS OF UNDERLYING COLLATERAL OR LOSS (OR DECREASED PRIORITY) OF SECURITY INTEREST.

6. COMMUNICATIONS. All communications to NRAI under this Agreement shall be delivered to: CT, 111 8th Ave, 13th Fl, New York, NY 10011, Attn: GM, with copies to (i) the foregoing address, Attn: Associate GC, and Wolters Kluwer, 2700 Lake Cook Rd, Riverwoods, IL 60015, Attn: General Counsel.

7. APPLICABLE LAW; FORUM; WAIVER OF TRIAL BY JURY. This Agreement shall be governed by the laws of the State of New York. Any Party bringing a legal action relating to this Agreement shall bring such action in any court sitting in New York City, and each Party waives any objection to such courts. EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY SUCH ACTION.

8. MISCELLANEOUS. This Agreement constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all prior agreements. This Agreement, or any rights or obligations hereunder, may not be assigned by Customer without the prior written consent of NRAI. No modifications to this Agreement shall be valid unless in a writing executed by the Parties. NRAI is acting in performance of this Agreement as an independent contractor. There shall be no third party beneficiaries to this Agreement. Neither Party shall be liable for failure or delay in performance of its obligations hereunder (other than Customer's obligation to pay the fees for Services provided) caused by events beyond its control.