

Fill in this information to identify the case:

Debtor Cobalt International Energy, Inc.

United States Bankruptcy Court for the: Southern District of Texas
(State)

Case number 17-36709

**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

1. Who is the current creditor?	<u>AIG Property Casualty, Inc.</u> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	AIG Property Casualty, Inc. Kevin J. Larner, Esq. AIG Property Casualty, Inc. 80 Pine Street, 13th Floor New York, NY 10005	
	Contact phone <u>212 458-7101</u>	Contact phone _____
	Contact email <u>kevin.larner@aig.com</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



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? \$ 0.00. 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.

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: See Attached



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.

No

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 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).	\$ _____
<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 4/01/19 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.

\$ _____

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 05/09/2018
MM / DD / YYYY

/s//s/Kevin J. Larner, Esq.
Signature

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

Name /s/Kevin J. Larner, Esq.
First name Middle name Last name

Title Authorized Representative

Company ATG Property Casualty, 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: 17-36709 - Cobalt International Energy, Inc.		
District: Southern District of Texas, Houston Division		
Creditor: AIG Property Casualty, Inc. Kevin J. Larner, Esq. AIG Property Casualty, Inc. 80 Pine Street, 13th Floor New York, NY, 10005 Phone: 212 458-7101 Phone 2: Fax: Email: kevin.larner@aig.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim:	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 0.00	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: Yes, See Attached	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: /s/Kevin J. Larner, Esq. on 09-May-2018 11:30:36 a.m. Eastern Time Title: Authorized Representative Company: AIG Property Casualty, Inc.		

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS**

In re:

Cobalt International Energy, Inc. et al.

Debtors.

Chapter 11

Case No. 17-36709

**REQUEST AND APPLICATION OF ILLINOIS NATIONAL INSURANCE COMPANY,
LEXINGTON INSURANCE COMPANY, AND CERTAIN
OTHER AFFILIATES OF AIG PROPERTY CASUALTY, INC.
FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM**

Illinois National Insurance Company, Lexington Insurance Company, and certain other affiliates of AIG Property Casualty, Inc. (together “AIG”), which provided insurance coverage or other services to Cobalt International Energy, Inc. et al. (the “Debtors”) hereby attached as Exhibit A, hereby file this request for allowance and payment of an administrative expense claim (the “Request”), and respectfully state as follows:

1. On December 14, 2017 (the “Petition Date”), the Debtors commenced their bankruptcy cases under chapter 11, title 11 of the United States Code (the “Bankruptcy Code”).

2. On and after the Petition Date, AIG provided directors and officers, among others, to the Debtors for various periods commencing on May 27, 2010 and ending on December 31, 2023. A spreadsheet listing the post-petition policies issued to the Debtors is attached hereto as Exhibit B. Additionally, AIG and the Debtors may have or may in the future enter into additional agreements and/or policies during the pendency of the bankruptcy case (the

policies identified on Exhibit B and any other agreements between the Debtors and AIG, are referred to herein, collectively, as the “Insurance Program”).¹

3. Pursuant to the Insurance Program, the Debtors entered into certain agreements and are obligated to pay to AIG, among other things, certain premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and related costs that are not readily calculable as this time. Such amounts remain unmatured, contingent and/or unliquidated at this time, and such amounts constitute AIG’s unliquidated administrative expense claim.

4. AIG is entitled to administrative expense status pursuant to section 503(b) of the Bankruptcy Code for all amounts, liquidated, unliquidated, contingent or otherwise, for insurance and other services provided to the Debtors after the Petition Date.

5. When the amount of premiums, deductibles, fees, expenses and other costs due under the Insurance Program, including, without limitation, damages that may arise from the rejection of the Insurance Program or any part thereof, are liquidated, become mature or are determined, such amounts shall become a liquidated administrative expense claim. If and when such amounts become liquidated and due, AIG seeks to be paid in the ordinary course of business.

6. The test to determine whether an applicant is entitled to payment of an administrative expense is whether the efforts of the applicant resulted in actual and demonstrable benefit to the debtor’s estate. In re AM Intern, Inc., 203 B.R. 898, 904 (Bankr. D. Del. 1996)

¹ This Request is made for all obligations of the Debtors and other named insureds arising after the Petition Date under the Insurance Program whether or not the relevant insurance policies and related agreements are specifically listed or described in the attached list or documents. Moreover, the documents which evidence the Insurance Program are voluminous and it is not practical to attach and/or list all of them. Nothing in this description of the Insurance Program or any of the attached documents is intended to vary, amend or alter in any way the terms, conditions, coverages, limitations, exclusions or dates of coverage of any policy or coverage. For issues of coverage or otherwise, the relevant Insurance Program shall control.

(citing Lebron v. Mecham Financial, Inc., 27 F.3d 944 (3d Cir. 1994)). It is well-settled that insurance is a recognized means of protecting and preserving the estate, thus providing a benefit to the estate. In re MEI Diversified, Inc., 106 F.3d 829, 832 (8th Cir. 1997) (holding that an insurance company's claim for post-petition premium is entitled to administrative priority under section 503(b)(1) as an "actual, necessary" cost of preserving the bankruptcy estate); see also Metropolitan Ins. Co. v. Sharon Steel Corp. (In re Sharon Steel Corp.), 161 B.R. 934, 937 (Bankr. W.D. Pa. 1994); In re Gamma Fishing Co., Inc., 70 B.R. 949, 953 (Bankr. S.D. Cal. 1987) (citing 2 *Collier Bankruptcy Manual*, 503-517 (3d ed. 1986)).

7. It is equally well-settled that the insurance provider is to be awarded administrative expense priority for the *pro rata* share of the premium during the post petition period in which the estate received benefits from the insurance contract. Gamma Fishing Co., 70 B.R. at 955 (where debtor receives necessary benefits from a pre-petition insurance contract, the insurer is entitled to an administrative claim for the pro-rata share of the premium during which the estate received the benefit of the contract).

8. As the amount owed to AIG relates to the period arising after the Petition Date, and the Debtors received a substantial benefit from the existence of the insurance coverage under the Insurance Program after the Petition Date, AIG is entitled to an allowed administrative expense claim, pursuant to section 503(b) of the Bankruptcy Code.

9. Additionally, AIG reserves the right to amend this request for payment to add any additional amounts due, including without limitation, premiums or any deductibles, losses, or self-insured retention, reimbursement obligations, fees, expenses, and related costs on any of the Insurance Program.

10. The filing of this Request is not intended to waive any right to arbitration. AIG expressly reserves the right to seek arbitration of any dispute arising in connection with this Request. To the extent of any pre-existing arbitration agreement, this court's jurisdiction to resolve disputes should be limited to referring such disputes to arbitration and enforcing any arbitration award.

11. AIG expressly reserves all statutory and common law rights of set-off and recoupment with respect to administrative expense that is the subject of this Request. The filing of this Request shall not be deemed a waiver by AIG of its right to set-off or recoupment with respect any amounts set forth in this Request, or subsequent amendments to this Request, against any amounts AIG now owes or may in the future be deemed to owe to the Debtors.

12. The filing of this Request is not and shall not be deemed or construed as: (i) a consent to jurisdiction of this Court with respect to proceedings, if any, commenced in any of the Debtors' cases involving the Request or AIG; (ii) a waiver or release of AIG's right to a trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal, public, or private rights in any case, controversy or proceeding related hereto, notwithstanding any designation of such matters as "core" proceedings pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (iii) a consent to this Court's entry of final orders or judgments with respect to the Request or any other matter involving AIG; (iv) a waiver of AIG's right to have any and all orders and judgments of this Court reviewed *de novo* by a court duly authorized under Article III of the United States Constitution; or (v) a waiver of AIG's right to move to withdraw the reference with respect to the subject matter of this Request, any

objection thereto or other proceeding which may be commenced in the Debtors' bankruptcy cases or otherwise involving AIG.

RESERVATION OF RIGHTS

In executing and filing this Request, AIG does not waive any right or rights that it has or may have against any other persons liable for all or part of the request for payment set forth herein. Moreover, AIG expressly reserves the right to the extent permitted by law to amend or supplement this request for payment in any respect and expressly reserves the right to assert all claims, causes of action, defenses, offsets or counterclaims. Finally, AIG expressly reserves all rights to cancel or rescind any and all of the agreements which are the subject of this Request.

CONCLUSION

WHEREFORE, AIG respectfully requests that the Court enter an Order (i) granting AIG an allowed administrative expense claim for any amounts due to AIG arising under the Insurance Program after the Petition Date; (ii) requiring the Debtors to make payment of such claim in the ordinary course of business; and (iii) providing for such other relief that the Court deems just and proper.

Dated: May 7, 2018
New York, NY

By: /s/ Kevin J. Larner, Esq.
Kevin J. Larner, Esq.
AIG Property Casualty, Inc.
80 Pine Street, 13th Floor
New York, NY 10005
kevin.larner@aig.com
(212) 458-7101

Attorney for AIG Property Casualty, Inc.
and its Affiliated Insurance Companies

Cobalt International Energy, Inc.
Petition Date: 12/14/2017
Admin Policy Date: 04/24/2018

Policy #	Profit Center	Branch	Major Class	Ultimate D&B	Account #	Insured Name	Writing Company	Effective	Expiration	Underwriter Last Name	Underwriter First Name
WS11000983	22 - MIDDLE MARK	544 - HOUSTON - C	UNKNOWN	832831718	832831718	COBALT INTERNATIONAL ENERGY, I	UNKNOWN	2010-06-10	2018-11-01	SWITEK	MARY
00048883819	04 - CORPORATE A	31 - HOUSTON	DIRECTORS-OFFICE	832831718	832831718	COBALT INTERNATIONAL ENERGY, INC	ILLINOIS NATIONAL INS CO	2016-12-31	2023-12-31	MIESKE	MARC
00021375466	92 - LEX CASUALT	31 - HOUSTON	BI O/T AUTO-EXCES	832831718	616720848	COBALT INTERNATIONAL ENERGY, INC	LEXINGTON INSURANCE COMPANY	2010-05-27	2018-11-01	LANDRY	BRIANA

Debtors' List

17-36709	Cobalt International Energy, Inc.
17-36710	Cobalt International Energy GP, LLC fka CIP GP Corp.
17-36711	Cobalt International Energy, L.P.
17-36712	Cobalt GOM LLC
17-36713	Cobalt GOM #1 LLC
17-36714	Cobalt GOM #2 LLC