

**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. <b>Who is the current creditor?</b></p>	<p><u>Chevron U.S.A. 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. <b>Has this claim been acquired from someone else?</b></p>	<p><input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. <b>Where should notices and payments to the creditor be sent?</b></p> <p><small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small></p>	<p><b>Where should notices to the creditor be sent?</b></p> <p>Chevron U.S.A. Inc.                  Attn: Ed Ripley                  King and Spalding LLP                  1100 Louisiana, Suite 4000                  HOUSTON, Texas 77002, United States</p> <p>Contact phone <u>713-751-3200</u>                  Contact email <u>ERipley@kslaw.com</u></p>	<p><b>Where should payments to the creditor be sent? (if different)</b></p> <p>Chevron Upstream Law                  Attn: Emily Pipkin Blackwell                  1400 Smith Street                  Room 05198                  Houston, Texas 77002, United States</p> <p>Contact phone <u>713-372-6116</u>                  Contact email <u>eblackwell@chevron.com</u></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one):                  _____</p>
<p>4. <b>Does this claim amend one already filed?</b></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. <b>Do you know if anyone else has filed a proof of claim for this claim?</b></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? \$ 784,569.00. 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.  
See Addendum

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.

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 03/15/2018  
MM / DD / YYYY

/s/Frank G. Soler  
Signature

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

Name Frank G. Soler  
First name Middle name Last name

Title Assistant Secretary

Company Chevron U.S.A. Inc.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 6001 Bollinger Canyon Road, San Ramon, California, 94583, United States

Contact phone 925-842-1000 Email eblackwell@chevron.com



# KCC ePOC Electronic Claim Filing Summary

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

<b>Debtor:</b> 17-36711 - Cobalt International Energy, L.P. <b>District:</b> Southern District of Texas, Houston Division		
<b>Creditor:</b> Chevron U.S.A. Inc. Attn: Ed Ripley King and Spalding LLP 1100 Louisiana Suite 4000 HOUSTON, Texas, 77002 United States <b>Phone:</b> 713-751-3200 <b>Phone 2:</b>  <b>Fax:</b> 713-751-3290 <b>Email:</b> ERipley@kslaw.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>  <b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>  <b>Filing Party:</b> Authorized agent	
<b>Disbursement/Notice Parties:</b> Chevron Upstream Law Attn: Emily Pipkin Blackwell 1400 Smith Street Room 05198  Houston, Texas, 77002 United States <b>Phone:</b> 713-372-6116 <b>Phone 2:</b>  <b>Fax:</b>  <b>E-mail:</b> eblackwell@chevron.com <b>DISBURSEMENT ADDRESS</b>		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> See Addendum	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 784,569.00	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No  <b>Amount of 503(b)(9):</b> No  <b>Based on Lease:</b> No  <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	

**Submitted By:**

Frank G. Soler on 15-Mar-2018 2:13:28 p.m. Pacific Time

**Title:**

Assistant Secretary

**Company:**

Chevron U.S.A. Inc.

**Optional Signature Address:**

Frank G. Soler

6001 Bollinger Canyon Road

San Ramon, California, 94583

United States

**Telephone Number:**

925-842-1000

**Email:**

eblackwell@chevron.com

Fill in this information to identify the case:

Debtor 1 Cobalt International Energy, L.P.  
Debtor 2 (Spouse, if filing) \_\_\_\_\_  
United States Bankruptcy Court for the: Southern District of Texas  
Case number 17-36711 (MI)

## Official Form 410

# Proof of Claim

04/16

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Uniform claim identifier for electronic payments in chapter 13 (if you use one): -----		
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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 one:

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

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

\$ \_\_\_\_\_

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).

\$ \_\_\_\_\_

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).

\$ \_\_\_\_\_

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

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.

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Check the appropriate box:

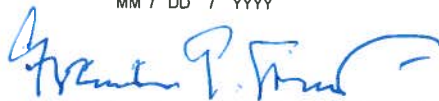
- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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 03/13/2018  
MM / DD / YYYY



Signature

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

Name Frank G. Soler  
First name Middle name Last name

Title Assistant Secretary

Company Chevron U.S.A. Inc.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 6001 Bollinger Canyon Road  
Number Street  
San Ramon, CA 94583  
City State ZIP Code

Contact phone 925-842-1000 Email EBlackwell@chevron.com



## ADDENDUM TO PROOF OF CLAIM

1. This Proof of Claim is submitted by Chevron U.S.A. Inc. ("Chevron"). As described in this Addendum, the Proof of Claim evidences a pre-petition claim against Cobalt International Energy, L.P. (the "Debtor").

2. The Debtor and Chevron are parties to numerous current and/or past agreements, including, but not limited to, that certain Anchor Prospect Offshore Operating Agreement, covering the Green Canyon Area, Outer Continental Shelf, Gulf of Mexico, dated effective November 26, 2013, by and between Chevron, the Debtor and Total E&P USA, Inc., (as amended), that certain Anchor Prospect Unit Operating Agreement, covering the Green Canyon Area, Outer Continental Shelf, Gulf of Mexico, dated effective February 1, 2014, between Chevron and the Debtor (as amended), that certain Anchor North Prospect Unit Operating Agreement, covering the Green Canyon Area Blocks 762 and 763 (W/2), Outer Continental Shelf, Gulf of Mexico, dated effective January 25, 2016, between Chevron, the Debtor and Venari Offshore LLC (as amended), participation agreements, exchange agreements, purchase and sale agreements, trade agreements, license agreements and/or other agreements.<sup>1</sup> Pursuant to certain of these agreements, the Debtor has a 20% working interest in the Anchor Prospect (a deep water Gulf of Mexico prospect that is in the development phase), Chevron holds the majority working interest and is the operator. Among other things, under these agreements, the Debtor is obligated to pay Chevron joint interest billings, which are invoiced on a monthly basis covering costs and expenses in the prior months. Additionally, the Debtor is responsible for reimbursing Chevron for various costs incurred in connection with these agreements, including, but not limited to, contractor services, actual cost of labor, travel, personnel, permits and other

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<sup>1</sup> For the avoidance of doubt, these agreements include, but are not limited to, the agreements listed by the Debtor in its Schedule G [Docket No. 335] filed on January 29, 2018.

related expenditures. The Debtor is obligated to pay its allocated share of all such work, costs and services.

3. After Debtor's payment of a portion of certain pre-petition joint interest billings, the approximate known, pre-petition joint interest billings amounts owed by Debtor to Chevron is \$619,058.00. Additionally, it is Chevron's best estimate that at the time of the Debtor's filing of its bankruptcy case, the Debtor was also responsible for approximately \$165,601.00 related to various pre-petition costs incurred in connection with its agreements with and obligations to Chevron. This estimated pre-petition amount is based on the best information currently available to Chevron, however, at times, third parties may delay in getting their invoices to Chevron. Copies of the invoices and/or letters documenting such expenses may be made available upon written request.

4. Lastly, in connection with and arising from the agreements described above, there is a potential for an audit of amounts paid, and/or due and owing which triggers a look back over several years. Chevron is reviewing and evaluating third-party vendor invoices related to or arising from services provided under the aforementioned agreements to determine if any pre-petition invoices are outstanding. Chevron reserves its right to amend this claim for any such pre-petition amounts determined to be due and owing by the Debtor.

#### **RESERVATION OF CERTAIN RIGHTS**

5. Chevron reserves the right to amend or supplement this Proof of Claim, including, without limitation, the right to: (i) add documents; (ii) assert indemnity, contribution, or similar rights, claims or defenses; or (iii) change priority and fix, increase or amend in any respect the amounts and claims referred to herein. Chevron further reserves the right to file additional proofs of claim for additional claims, including, without limitation, claims for administrative

expenses and all other claims, at law or in equity, arising prior to, on, or after the Debtor's petition date (*i.e.*, December 14, 2017). Chevron reserves the right to amend or supplement this Proof of Claim if it deems it necessary and appropriate, for any reason. Chevron further reserves any rights to recoupment and/or set off and, if appropriate, may exercise such rights without further order of the Court and without amending this claim.

6. Chevron does not waive any rights at law or equity or any rights or causes of action that Chevron has or may have against any person, including but not limited to the Debtor and its affiliates. The Proof of Claim is not intended to be, and is not to be construed as: (i) an election of remedies; (ii) a waiver of any defaults; (iii) an admission as to the jurisdiction of this Court or a waiver to contest the jurisdiction of this Court; (iv) a waiver of the right to trial by jury in this Court or any other court in any proceeding, notwithstanding the designation or not of any matter as a "core proceeding" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (v) a waiver of the contractual right to arbitration; (vi) a release of Chevron's right to have any and all final orders in any and all non-core matters or proceedings entered only after a *de novo* review by a United States District Court judge; (vii) a waiver of the right to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in these cases against or otherwise involving Chevron; or (viii) a waiver or limitation of any rights, remedies, claims, or interests of Chevron.