

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

1. Who is the current creditor?	<u>Cisco Systems Capital</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)
	<u>Cisco Systems Capital</u> <u>P Kahler</u> <u>1111 Old Eagle School Rd</u> <u>Wayne, PA 19087</u>	
	Contact phone <u>610-386-5000</u>	Contact phone _____
	Contact email <u>pkahler@leasedirect.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: 1287 ____

7. How much is the claim? \$ 8227.92. 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.
Lease Contract

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. \$ 8227.92

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 04/03/2018
MM / DD / YYYY

/s/Pamela Kahler
Signature

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

Name Pamela Kahler
First name Middle name Last name

Title Litigation Recovery Specialist I

Company Cisco Systems Capital
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: Cisco Systems Capital P Kahler 1111 Old Eagle School Rd Wayne, PA, 19087 Phone: 610-386-5000 Phone 2: Fax: Email: pkahler@leasedirect.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: Lease Contract	Last 4 Digits: Yes - 1287	Uniform Claim Identifier:
Total Amount of Claim: 8227.92	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: Yes, 8227.92 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: Pamela Kahler on 03-Apr-2018 5:10:10 p.m. Eastern Time Title: Litigation Recovery Specialist I Company: Cisco Systems Capital		

Statement of Account

Date:	12/14/2017
To:	Trustee
From:	Pam Kahler #610-386-5611 pkahler@leasedirect.com

Customer Name:	<u>COBALT INTERNATIONAL ENERGY, L.P.</u>
DLL Lease Number:	<u>25348544</u>
Original Term:	<u>36</u>
Base Payment with Sales Tax:	<u>\$ 2,056.98</u>

Past due/billed payments:	\$ 2,056.98	
Property Tax:	\$ -	
Late Charges:		
Finance Charges:	\$ -	
Other:	\$ -	
Total Presently Due:		<u>\$2,056.98 (A)</u>
Base Payment with Sales Tax:	\$ 2,056.98	
# Remaining payments:	<u>3</u>	
Booked Residual Value (BRV):	\$ -	
Remaining payments & BRV discounted at:	0%	<u>\$6,170.94 (B)</u>
Equipment Sale Proceeds (Net):		<u>\$ - (C)</u>
Total DLL Unrecovered Investment:		<u>\$8,227.92 (A+B+C)</u>

25378544



Installment Payment Agreement Reference (Support Only) TFV99305

OBLIGOR	Full Legal Name COBALT INTERNATIONAL ENERGY, L.P.		Phone Number 713-579-9100		
	Billing Address 920 Memorial City Way, Suite 100 HOUSTON TX 77024		Purchase Order Requisition Number		
	System Location (if not same as above) SAME		Send Invoice to Attention of.		
SYSTEM INFORMATION	3 Years Cisco Webex				
	Number of Payments	Payment	Term (in Months)	Payment Frequency	Total Financed Amount
PAYMENT INFORMATION	36	\$ 2056.97	36	Monthly	\$70,204.05
		\$ plus applicable taxes	Security Deposit (PLUS)	First Period Payment (PLUS) Other (EQUALS)	Total Payment Due at Signing
		\$	+	+	=

TERMS AND CONDITIONS

1. Agreement: You ("Obligor") agree to pay us ("Payee"), pursuant to this Agreement, the installment payments identified above for the System (defined as the software ("Software") and the right to receive consulting, maintenance and other related services (collectively, "Support") listed above). IF THIS AGREEMENT HAS BEEN PROVIDED TO OBLIGOR ELECTRONICALLY AND OBLIGOR WISHES TO ENTER INTO THIS AGREEMENT ELECTRONICALLY, OBLIGOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE OBLIGOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. You authorize us to adjust your payments by up to 15% if the System cost and/or included taxes and charges differ from the estimates upon which we calculated the installment payments. You are deemed to have unconditionally and irrevocably accepted the System on the earlier of (i) the date you sign the Acceptance below or (ii) if we in our sole discretion do not require that you sign the Acceptance, the date the System is delivered or otherwise provided to you, unless you notify us in writing of your non-acceptance within two (2) days of the date the System is delivered or otherwise provided to you ("the Commencement Date"). The Agreement starts on the Commencement Date and the periodic payments ("Payments") shall be payable in advance beginning on the Commencement Date or any later date designated by us and thereafter until all amounts are fully paid. If we designate the Payments to begin later than the Commencement Date, you will pay an interim payment for the System's use for the period from the Commencement Date until the first Payment due date, based on the Payment amount, the number of days in the period, and a year of 360 days. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTERCLAIM FOR ANY REASON WHATSOEVER. You agree to pay us a fee of \$99.95 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the Agreement term. Security deposits are non-interest-bearing, unless otherwise required by law, and may be applied to cure a default. If you are not in default, we will return the deposit to you at Agreement termination. You will pay us a late charge of 5% of the payment or \$10, whichever is greater, on any payment not made when due. We may charge you a fee of \$25 for any check that is returned. YOU ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION HEREOF.

2. Warranty Disclaimer; Use and Maintenance: WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. To the extent made to us, we transfer to you any manufacturer or provider warranties for the System. You are required at your cost to keep the System in good working condition and to pay for all supplies and repairs. If the System includes the cost of Support provided by a third party, you agree that we are not responsible to provide the Support and you will make all Support claims against the third party. You agree that any Support or Software claims will not impact your obligation to pay all payments when due.

3. Assignment: You may not transfer, sell, sublease, assign, pledge or encumber either the System or any rights herein without our prior written consent. You agree that we may sell, assign, or transfer this Agreement and our interest in the System, or any portion thereof, without your consent and the transferee will not have to perform any of our obligations and the rights of the transferee will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

4. Taxes: You are responsible for and agree to pay when due, either directly or as reimbursement to us, and indemnify us against, all taxes (i.e., sales, use and personal property taxes) and charges in connection with the purchase, ownership and use of the System except for taxes or charges included in the Total Financed Amount.

5. Default and Remedies: You are in default under this Agreement if: a) you fail to pay any amount when due; or b) you breach any other obligation under this Agreement or any other agreement with us. If you are in default we may: (i) declare the entire balance of unpaid payments for the full term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Agreement, with future payments discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Agreement term, all as reasonably determined by us, or (B) 3% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) require that you immediately return the System to us or we may peaceably repossess it if you fail to return it to us; and/or (v) cause any Software or Support provider to terminate, as applicable, all of your rights to use or have available, as applicable; any or all of any or all Software and/or Support, and you acknowledge that Cisco Systems, Inc., or any affiliate thereof (collectively, "Cisco"), as third party beneficiary of this provision, may terminate your right to use any or all Cisco Software and/or Cisco Support under any Software or Support arrangement, without liability for any reason whatsoever. Any return or repossession will not be considered a termination or cancellation of this Agreement. You remain liable for any deficiency with any excess being retained by us.

6. Miscellaneous: This Agreement shall be governed and construed in accordance with the laws of state of New York, and, as applicable, the Electronic Signatures in Global and National Commerce Act. YOU CONSENT TO JURISDICTION, PERSONAL OR OTHERWISE, IN ANY STATE OR FEDERAL COURT IN NEW YORK. YOU AND WE HEREBY WAIVE A TRIAL BY JURY IN ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT. You agree that the System will only be used for business purposes and not for personal, family or household use. You agree that a facsimile copy of the Agreement with facsimile signatures, or an electronic version of this Agreement with electronic signatures, may be treated as an original and will be admissible as evidence of the Agreement. We may inspect the System during the Agreement term.

OBLIGOR	You agree that this is non-cancelable. Signature: <i>[Signature]</i> Date: 6/23/2015		PAYEE	Cisco Systems Capital Corporation Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 PHONE: (866) 247-2680 • FAX: (877) 247-2690	
	Title: CFD P: usama John Wilkerson			Commencement Date: _____ Agreement Number: _____ Accepted By: <i>[Signature]</i>	
ACCEPTANCE	The System has been received, put in use, is in good working order and is satisfactory and acceptable for all purposes hereof.				
	Signature: _____		Date: _____		
GUARANTY	I unconditionally guaranty prompt payment of all the Obligor's obligations. Payee is not required to proceed against the Obligor or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Obligor and the release and/or compromise of any obligations of the Obligor or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Payee. This guaranty is governed by and constituted in accordance with the laws of the State of New York, and, as applicable, the Electronic Signatures in Global and National Commerce Act. I CONSENT TO NON-EXCLUSIVE JURISDICTION IN ANY STATE OR FEDERAL COURT IN NEW YORK. PAYEE AND I HEREBY WAIVE TRIAL BY JURY. IF THIS GUARANTY HAS BEEN PROVIDED ELECTRONICALLY AND ANY GUARANTOR WISHES TO ENTER INTO THIS GUARANTY ELECTRONICALLY, SUCH GUARANTOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE SUCH GUARANTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY.				
	Signature: _____		Name of Guarantor: _____		Date: _____

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