

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:

COBALT INTERNATIONAL ENERGY,
INC, *et. al.*,¹

Debtors.

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§
§
§

Chapter 11

Case No. 17-36709 (MI)

Jointly Administered

**INTECSEA, INC.'S APPLICATION FOR ALLOWANCE
AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM**

THIS APPLICATION SEEKS ENTRY OF AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE APPLICATION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE APPLICATION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE APPLICATION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE APPLICATION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

INTECSEA, Inc. ("INTECSEA") for its *Application for Allowance and Payment of Administrative Expense Claim* (the "Application"), respectfully represents as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334 and Article XI of the Plan (as defined below). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: Cobalt International Energy, Inc. (1169); Cobalt International Energy GP, LLC (7374); Cobalt International Energy, L.P. (2411); Cobalt GOM LLC (7188); Cobalt GOM # 1 LLC (7262); and Cobalt GOM # 2 LLC (7316). The Debtors' service address is: 920 Memorial City Way, Suite 100, Houston, Texas 77024.



3. The bases for the relief requested herein are sections 363(b) and 503(b)(1) of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

BACKGROUND

4. On May 23, 2016, INTECSEA entered into that certain *Master Professional Services Agreement*, attached hereto as **Exhibit “B,”** (the “Services Agreement”) with Cobalt International Energy, L.P. (“Cobalt”). Under the Services Agreement, INTECSEA agreed to provide certain services to Cobalt in exchange for compensation billed at various hourly rates and reimbursement of expenses. Pursuant to the Services Agreement, Cobalt was obligated to pay “all undisputed portions of [invoices submitted to Cobalt by INTECSEA] within thirty (30) days of receipt of the invoice by wire transfer.”

5. On December 14, 2017, the above-captioned debtors (the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Pursuant to sections 1107 and 1108 of the Bankruptcy Code, the Debtors each remained in possession of its property and each managed its business as a debtor in possession. On December 21, 2017, the United States Trustee (the “U.S. Trustee”) appointed an official committee of unsecured creditors (the “Committee”). [Docket No. 117]. No trustee or examiner was appointed.

6. Pursuant to various work orders by Cobalt, which are attached hereto as **Exhibit “C,”** INTECSEA provided services to the Debtors postpetition. Invoices reflecting the work completed, hours worked, and amount of fees incurred are attached hereto as **Exhibit “D.”**

7. The amount owing to INTECSEA due to the services INTECSEA rendered to the Debtors postpetition totals \$218,700.15 (the “INTECSEA Fee”) as detailed below:

INVOICE SUMMARY

Invoice Date	Amount
01/04/2018	\$17,850.60
01/30/2018	\$49,725.90
02/28/2018	\$20,010.50
03/01/2018	\$51,674.40
03/14/2018	\$27,378.00
03/21/2018	\$10,334.75
03/21/2018	\$41,726.00
Total:	\$218,700.15

To date, the Debtors have not made any payments on this amount.

8. On April 5, 2018, the Court confirmed the Debtors' *Fourth Amended Joint Chapter 11 Plan (with Technical Modifications) of Cobalt International Energy, Inc. and its Debtor Affiliates* [Docket No. 784] (the "Plan"). Pursuant to the terms of the Plan, the Master Services Agreement and some of the service orders were rejected as of the Plan Effective Date. Requests for payment of administrative claims are due within 30 days of the Effective Date of the Plan. The effective date occurred on April 10, 2018, meaning that requests for payment of administrative claims are due by May 10, 2018. [Docket No. 804].

RELIEF REQUESTED

9. By this Application, INTECSEA seeks entry of an Order, substantially in the form attached hereto as **Exhibit "A"** (i) allowing the INTECSEA Fee as an administrative expense claim and (ii) directing the immediate payment of same.

10. Pursuant to 11 U.S.C. § 503(b)(1)(A), a claim qualifies for allowance as an administrative expense if it is an actual and necessary cost or expense of preserving the debtor's bankruptcy estate. Courts have held that an entity asserting entitlement to an administrative expense claim has the burden to establish a *prima facie* case by evidence that (a) the claim arises from a transaction with the debtor in possession and (b) the goods or services supplied benefited the

bankruptcy estate. *See Toma Steel Supply Inc. v. TransAmerican Natural Gas Corp. (In the Matter of TransAmerican Natural Gas Corp.)*, 978 F.2d 1409, 1415 (5th Cir. 1992) (holding that entitlement to administrative expense priority was dependent upon the claim enhancing the ability of the debtor-in-possession's business to function).

11. The INTECSEA Fee was incurred pursuant to the Services Agreement and work orders issued by the Debtors to INTESCA. The services that INTECSEA provided to the Debtors, including topsides and hull definitions; serving as project, mooring, marine, rotating, ICSS, electrical, and telecomm and IT engineers; acting as consultants; serving as coordinators; and providing services as naval architects, all benefitted the Debtors' estates by allowing the Debtors to continue their oil and gas drilling and development operations and oil production. As a result, the INTECSEA Fee constitutes an actual, necessary cost and expense of preserving these bankruptcy estates and should be allowed as an administrative expense claim.

WHEREFORE, INTECSEA respectfully requests that the Court (i) enter an order, substantially in the form attached hereto as **Exhibit "A"** granting INTECSEA an allowed administrative expense claim for the INTECSEA Fee in the amount of \$218,700.15, (ii) directing the immediate payment of such claim, and (iii) granting such other and further relief as may be just and proper.

Respectfully submitted this 9th day of May, 2018.

GRAY REED & MCGRAW LLP

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-and-

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COUNSEL TO INTECSEA, INC.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 9th day of May, 2018, he caused a true and correct copy of the foregoing Application to be served via U.S. First-Class Mail on all parties listed on the Debtors' Master Service List and via CM/ECF on all parties who have subscribed for electronic notice in this case.

/s/ Jason S. Brookner
Jason S. Brookner

Exhibit A
Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Chapter 11
COBALT INTERNATIONAL ENERGY, INC, <i>et. al.</i> , ¹	§	
	§	Case No. 17-36709 (MI)
Debtors.	§	
	§	Jointly Administered
	§	
	§	

**ORDER GRANTING INTECSEA, INC.'S, APPLICATION FOR
ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM**

Upon the Application for Allowance and Payment of Administrative Expense Claim (the “Application”),² filed by INTECSEA, Inc. (“INTECSEA”); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and venue being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and the Application being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that good and sufficient notice of the Application has been provided and that no other or further notice is necessary; and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates and their creditors; and good and sufficient cause appearing therefor, it is hereby **ORDERED** as follows:

1. INTECSEA is hereby granted an allowed administrative expense claim in the amount of \$218,700.15.

2. The administrative expense claim shall be paid immediately, and no later than three business days after the date of this Order. The payment shall be made by the Debtors to the account

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number are: Cobalt International Energy, Inc. (1169); Cobalt International Energy GP, LLC (7374); Cobalt International Energy, L.P. (2411); Cobalt GOM LLC (7188); Cobalt GOM # 1 LLC (7262); and Cobalt GOM # 2 LLC (7316). The Debtors’ service address is: 920 Memorial City Way, Suite 100, Houston, Texas 77024.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

identified in instructions to be provided to Debtors' counsel from INTECSEA's counsel.

3. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: _____, 2018.

MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit B
Master Professional Services Agreement

MASTER
PROFESSIONAL SERVICES AGREEMENT

between

Cobalt International Energy, L.P.

and

INTECSEA, Inc.

May 23, 2016

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into by and between Cobalt International Energy, L.P., a company organized under the laws of the State of Delaware, with offices at 920 Memorial City Way, Suite 100, Houston, Texas 77024 (hereinafter "COMPANY") and INTECSEA, Inc., a company organized under the laws of the State of Texas with offices at 15600 JFK Boulevard, 9th Floor, Houston, TX 77032 (hereinafter "INTECSEA"). COMPANY and INTECSEA may hereinafter be referred to individually as a "Party" or collectively as "Parties."

In consideration of the premises and covenants contained in this Agreement and other good and valuable consideration, the Parties agree to the following:

1. SERVICES During the term of this Agreement, INTECSEA agrees to provide certain services ("Work") as defined in the Service Work Order attached hereto as Exhibit "A." COMPANY may issue additional Service Work Orders to INTECSEA for additional services to be performed. All such additional Service Work Orders shall be controlled and governed by this Agreement.
2. TERM AND TERMINATION This Agreement shall be for the Project term specified in Exhibit "A," and shall continue thereafter until terminated. Either Party may terminate this Agreement by providing the other Party two weeks prior written notice. However, if INTECSEA terminates the Agreement, INTECSEA shall complete any Work that has been commenced. Furthermore, upon termination of this Agreement, INTECSEA authorizes COMPANY to deduct any unearned cash advances or other payments due to COMPANY from any amounts owed to INTECSEA.
3. COMPENSATION COMPANY shall pay INTECSEA, as full compensation for the performance of all services and the full discharge of all obligations under this Agreement, according to the rate(s) set out in Exhibits "A" and "B," which payment is inclusive of all U.S. and state taxes. INTECSEA shall be solely responsible for reporting, withholding and paying any FICA, FUTA, federal income tax, state unemployment insurance, workers compensation or any other U.S. or state taxes which may apply to INTECSEA or any of its personnel as a result of performance of Work under this Agreement.
4. INVOICES AND PAYMENTS INTECSEA shall submit invoices to COMPANY at least once a month. Invoices shall set forth in detail a description of the Work performed, the actual time spent performing the service, the rate charged for that time and the expenses to be reimbursed. INTECSEA will also provide details of personnel performing work on behalf of COMPANY, the service they provide and their position. INTECSEA shall support any request for expense reimbursement with copies of receipts for the expense.

COMPANY shall pay all undisputed portions of the invoice within thirty (30) days of receipt of the invoice by wire transfer to the following bank account:



Bank Name: JPMorgan Chase
Bank Address: 411 Broadway New York, NY 10018
Account Name: WorleyParsons Group
ABA No.: 021000021
Account No.: 304149292
SWIFT: CHASUS33

5. INDEPENDENT CONTRACTOR STATUS INTECSEA is an independent contractor with respect to all Work performed under this Agreement. INTECSEA shall not be deemed, for any purpose, to be the agent, servant or representative of COMPANY. COMPANY shall have no direction or control over INTECSEA, or its employees and agents, except insofar as the results to be obtained.

INTECSEA shall have no right to any pension or welfare plans, including, without limitation, savings, retirement, medical, dental, insurance, or vacation plans sponsored by COMPANY or any affiliate of COMPANY.

INTECSEA shall have no right or power to bind COMPANY to any third parties without specific written authority from COMPANY. At all times INTECSEA shall act in accordance with the best professional practice and shall provide such Work in a competent prudent and workmanlike manner.

INTECSEA agrees that any actions undertaken in connection with Work performed shall be in compliance with all applicable laws, rules and regulations.

6. LOANED PERSONNEL "Loaned Personnel" means any of INTECSEA'S employees, agency personnel, or lower tier subcontractor personnel furnished to COMPANY to work at COMPANY'S or COMPANY'S customers' offices or facilities and who are under the supervision, direction, and control of COMPANY or COMPANY'S customer. INTECSEA shall not supervise, direct, or control the Loaned Personnel in the performance of their day to day duties for COMPANY or COMPANY'S customer, and COMPANY agrees, and shall procure that COMPANY'S customer agrees, to provide supervision, direction and control to all Loaned Personnel during the period of loaning. Further, COMPANY shall, and procure that COMPANY'S customer shall, assign Loaned Personnel to positions for which they are suited by virtue of qualifications, training and experience, and provide appropriate work space for each Loaned Personnel.

7. CONFIDENTIAL INFORMATION Certain information, data and knowledge acquired by INTECSEA in connection with or as a result of the Work performed under this Agreement may be confidential. Confidential information includes, but is not limited to, the identity of third party offshore platforms or facilities inspected or reviewed by INTECSEA, the fact that negotiations may be occurring between COMPANY and its Affiliates and any third party (including the identity of such third party), all geological, geophysical, drilling and technical data, designs, drawings, seismic data, drilling reports, lease maps, and scouting reports and all other related information.

- Any confidential information acquired or developed by INTECSEA in the performance of this Agreement ("Confidential Information") shall be the property of COMPANY and shall be for the exclusive benefit of COMPANY and INTECSEA shall have no interest therein.
- INTECSEA shall not use (except for the performance of Work under this Agreement) or disclose Confidential Information to any third person without the written consent of COMPANY.
- INTECSEA shall not publish or supply to the press or other news media any information, photographs, or data regarding Work related to this Agreement, including the terms of this Agreement.
- INTECSEA shall not remove from COMPANY's facilities any of COMPANY's records, inventions, computer software, well logs or data, equipment, drawings, notes, reports, manuals or other material whatsoever without COMPANY's prior written consent. INTECSEA shall immediately return all such materials to COMPANY upon request and in any event upon termination of this Agreement.
- INTECSEA shall ensure the compliance of this provision by INTECSEA's employees, associates and invitees.
- INTECSEA acknowledges that it is aware that the securities laws of the United States prohibit any person who has material, non-public information concerning a Party from purchasing or selling securities in reliance upon such information or from communicating such information to any other person or entity under circumstances in which it is reasonably foreseeable that such person or entity is likely to purchase or sell such securities in reliance upon such information.

8. WARRANTY

8.1 Warranty for Services performed at INTECSEA'S offices

INTECSEA warrants that all Services provided shall be performed in accordance with the generally accepted professional standards of experienced contractors performing similar services in the international oil and gas industries. INTECSEA agrees that any defects in the Services, caused by INTECSEA's failure to comply with the foregoing Standard of Care, that are discovered and noticed to INTECSEA within twelve (12) months of the completion of the Services, or any re-performance of same, shall be corrected at no cost to COMPANY. COMPANY's sole remedy with respect to any deficiency in INTECSEA's Services shall be

limited to INTECSEA's redoing or re-performing the Services to correct the deficiency, and INTECSEA's aggregate liability to Company Group, as hereinafter defined, for correction of deficient Services shall be limited to the value of the applicable Service Work Order. INTECSEA shall have no liability or responsibility for the performance or cost of any reconstruction, repair or replacement of any materials, equipment or facilities, nor for the defective or deficient performance of any of COMPANY's other contractors or suppliers. The foregoing obligations in this Article govern and supersede any other terms in this Agreement which address warranties, guarantees, or the quality of the Services and are INTECSEA's sole warranty and guarantee obligations and COMPANY's exclusive remedies with respect thereto. INTECSEA makes no other warranties or guarantees, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, which are expressly disclaimed and waived.

8.2 Warranty for Services performed at COMPANY'S or COMPANY'S customers' offices or facilities by Loaned Personnel

INTECSEA shall exert best efforts to ensure that the Services are carried out by personnel who are appropriately qualified, competent and suitable in the discipline in which they are used, PROVIDED THAT IN THE EVENT THAT THE LOANED PERSONNEL FAIL TO MEET COMPANY'S OR COMPANY'S CUSTOMERS' REQUIREMENTS, INTECSEA'S SOLE OBLIGATION SHALL BE TO REMOVE AND REPLACE THE PERSONNEL WITHIN A REASONABLE TIME AFTER RECEIPT OF WRITTEN NOTICE FROM COMPANY. INTECSEA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND INTECSEA SHALL HAVE NO OTHER LIABILITY FOR DEFECTIVE OR DEFICIENT SERVICES, OR ANY LOSS OR DAMAGE RESULTING THEREFROM, WHETHER CAUSED BY ERROR, OMISSION, NEGLIGENCE OR OTHERWISE, AND REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED IN CONTRACT, TORT, STATUTE OR OTHERWISE.

9. FOREIGN CORRUPT PRACTICES ACT INTECSEA represents, warrants and covenants that it shall not, either directly or indirectly, or through any other person, make any payment or give any gift to any government official or officer or employee of any government department or agency or COMPANY, or any political party or official thereof in an attempt to influence any decision or otherwise gain favor for COMPANY in connection with COMPANY's business in violation of any applicable law.

INTECSEA understands that COMPANY does not authorize any payments to any foreign official, government agency, political party or political candidate which would be prohibited by the United States Foreign Corrupt Practices Act (FCPA) and any other applicable anti-corruption laws and acknowledges that no employee of COMPANY shall have authority to give any direction relating to the making of any commitment by INTECSEA to any third party in violation of the FCPA.

INTECSEA represents and warrants that COMPANY, itself or through its duly appointed representatives, shall have the right to inspect and audit any and all books and records of INTECSEA relating to INTECSEA's compliance with its obligations under this Article 9, and to make copies, at its expense, of any such books and records.

All payments by COMPANY to INTECSEA shall be made in accordance with the terms of payment specified in this Agreement. In the absence of any such specific payment instructions elsewhere in this Agreement, payments by COMPANY to INTECSEA shall only be made by

wire transfer to a bank account of INTECSEA in the country in which INTECSEA is incorporated or where it has its head office, or to its office in the country in which the Services shall predominantly be performed, details of which shall be given by INTECSEA to COMPANY in writing. Such notification shall be deemed to constitute a representation and warranty that the bank account so notified is owned solely by INTECSEA.

INTECSEA further represents and warrants with respect to any Subcontractors it may engage in connection with this Agreement that (A) it shall conduct appropriate due diligence prior to appointing or engaging such Subcontractors to ensure that they are duly qualified to perform the tasks for which they have been engaged and that they are of good reputation; and (B) it shall cause all such Subcontractors to agree, in writing, to compliance with laws and anti-corruption obligations and undertakings substantially equivalent to those set forth in this Article 9.

If COMPANY reasonably believes in good faith that INTECSEA has failed at any time to comply with any of the foregoing agreements, undertakings, or requirements set forth in this Article 9, it shall be considered a material breach of this Agreement and without prejudice to any other rights or remedies COMPANY may have hereunder or at law, COMPANY shall have the right to suspend payment under and/or terminate this Agreement with immediate effect without further compensation to INTECSEA.

10. RELEASE AND INDEMNITY For the purpose of the indemnity provisions set forth in this Agreement, INTECSEA Group shall be defined to mean, individually and collectively, INTECSEA, its Affiliates, owners, agents, subcontractors and the directors, officers, personnel, and invitees of all of them. COMPANY Group shall be defined to mean, individually and collectively COMPANY, its Joint Venturers, Affiliates, owners, contractors, and agents which are involved in or have an interest in the Services, Project, or facility which is the object of a Service Work order, and the directors, officers, personnel, and invitees of all of them, other than the parties included in the INTECSEA Group.

10.1 INTECSEA Indemnification INTECSEA agrees to protect, defend, indemnify, hold harmless, and release COMPANY Group from and against any and all claims, demands, causes of action, damages and costs, including attorney's fees and court costs, for personal injury, illness or death of any member of INTECSEA Group, or loss of or damage to property of any member of INTECSEA Group, directly or indirectly arising out of the services performed hereunder, including ingress and egress loading and unloading, and presence on any platform, aircraft, vessel, or other premises owned, leased, chartered, or rented by COMPANY Group or INTECSEA Group, whether or not caused in whole or in part by the sole or concurrent negligence, strict liability, unseaworthiness, or other fault or pre-existing condition of COMPANY Group.

10.2 COMPANY Indemnification COMPANY agrees to protect, defend, indemnify, hold harmless, and release INTECSEA Group from and against any and all claims, demands, causes of action, damages and costs, including attorney's fees and court costs, for personal injury, illness or death of any member of COMPANY Group, or loss of or damage to property of any member of COMPANY Group, directly or indirectly arising out of the services performed hereunder, including ingress and egress loading and unloading, and presence on any platform, aircraft, vessel, or other premises owned, leased, chartered, or rented by COMPANY Group or INTECSEA Group, whether or not caused in whole or in part by the sole or concurrent negligence, strict liability, unseaworthiness, or other fault or pre-existing condition of INTECSEA Group.

10.3 Environmental Damage and Pollution INTECSEA agrees to protect, defend, indemnify, hold harmless, and release the COMPANY Group from and against any and all claims, demands, causes of action, damages and costs, including attorneys' fees and court costs of whatsoever nature arising from pollution and/or contamination occurring on the premises of INTECSEA Group or emanating from the reservoir or any property and equipment of INTECSEA Group or any of INTECSEA Group's adjacent or collateral assets, howsoever caused and irrespective of the negligence or other breach of duty of any member of the COMPANY Group.

COMPANY agrees to protect, defend, indemnify, hold harmless, and release INTECSEA Group from and against any and all claims, demands, causes of action, damages and costs, including attorneys' fees and court costs of whatsoever nature arising from pollution and/or contamination occurring on the premises of the COMPANY Group or emanating from the reservoir or any property and equipment of the COMPANY Group or any of the COMPANY Group's adjacent or collateral assets, howsoever caused and irrespective of the negligence or other breach of duty of any member of the INTECSEA Group.

10.4 Third Party Claims INTECSEA shall protect, defend, indemnify, hold harmless, and release COMPANY Group from and against any and all claims, demands, causes of action, damages and costs, including attorneys' fees and court costs, for personal injury, illness or death, or loss of or damage to property (other than damage caused by pollution, liability for which is covered in the preceding sub-Article 10.3) incurred by third parties (parties other than those included in INTECSEA Group and COMPANY Group), to the extent such personal injury, illness or death, or death, or loss of or damage to property is caused by the fault or negligence of INTECSEA Group, directly or indirectly arising out of the Services hereunder.

The COMPANY shall protect, defend, indemnify, hold harmless, and release INTECSEA Group from and against any and all claims, demands, causes of action, damages and costs, including attorneys' fees and court costs, for personal injury, illness or death, or loss of or damage to property (other than damage caused by pollution, liability for which is covered in the preceding sub-Article 10.3) incurred by third parties (persons other than those included in INTECSEA Group and COMPANY Group), to the extent such personal injury, illness or death, or death, or loss of or damage to property is caused by the fault or negligence of COMPANY Group, directly or indirectly arising out of the Services hereunder.

Each party agrees to promptly notify the other party of any claim that arises for which it may seek indemnification.

10.5 Company's Other Contractors The indemnities given by INTECSEA in favor of COMPANY's other contractors will only be enforceable by those other contractors and their respective group members if and to the extent that, prior to the event giving rise to a claim under the indemnity, the other contractor has provided an enforceable indemnity which operates in favor of INTECSEA's Group in substantially the same manner as the indemnities provided by INTECSEA operate in favor of COMPANY's other contractors ("reciprocal indemnities"). A COMPANY contractor that has not provided reciprocal indemnities in favor of INTECSEA is not entitled to the benefit of the indemnities provided by INTECSEA under this Article 10. COMPANY shall use all reasonable commercial means to ensure in its respective contracts with other contractors that the indemnities contained in such contracts in favor of INTECSEA Group are substantially similar to the indemnity provisions given by the INTECSEA under this Article

10 in favor of COMPANY's other contractors.

11. CONSEQUENTIAL DAMAGES For the purposes of this Agreement, 'Consequential or Indirect Damage or Loss' shall mean loss of contract, business opportunity, profit, production, revenue or interest payable, or any loss of similar nature howsoever caused, arising out of or in connection with the Agreement and whether or not foreseeable at the date of the Agreement, irrespective of whether such loss is caused by the negligence of COMPANY Group and/or INTECSEA Group or by any other act, omission or breach of the Agreement by COMPANY Group and/or INTECSEA Group. Neither COMPANY nor the INTECSEA shall be liable to the other for the other's Consequential or Indirect Loss. INTECSEA shall indemnify and defend the COMPANY Group against all Consequential or Indirect Loss of the INTECSEA Group, and COMPANY shall indemnify and defend the INTECSEA Group against all Consequential or Indirect Loss of the COMPANY Group.

12. LIMITATION OF LIABILITY Notwithstanding anything to the contrary (other than the indemnities given by INTECSEA to COMPANY Group in Articles 10 and 13 in this Contract), INTECSEA's aggregate limit of liability to the COMPANY Group arising out of or relating to the performance of the Services shall not exceed the amount paid by COMPANY to INTECSEA under the applicable Service Work Order, irrespective of whether the claim be at law or in equity and whether or not based upon contract, tort, negligence, strict liability, or otherwise.

13. PATENTS AND TRADE SECRETS INTECSEA SHALL HOLD HARMLESS AND INDEMNIFY COMPANY AGAINST CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF TRADE SECRETS OR PATENTS OF THE UNITED STATES OR OTHER COUNTRIES ARISING OUT OF THE SERVICES, INFORMATION, AND WORK PRODUCTS PRODUCED OR FURNISHED BY OR ON BEHALF OF INTECSEA. If any aspect of the INTECSEA's work is determined to infringe or allegedly infringe upon any proprietary or intellectual property rights, design, trademark, or other protected rights, INTECSEA shall have the option to re-perform the work to eliminate the infringement or alleged infringement or to secure a license or release from the proprietary or intellectual property right holder, at INTECSEA's own cost, granting to the COMPANY the right to use the INTECSEA's work.

LIKEWISE, COMPANY SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY INTECSEA AGAINST CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF TRADE SECRETS OR PATENTS OF THE UNITED STATES OR OTHER COUNTRIES ARISING OUT OF THE SERVICES, INFORMATION, AND WORK PRODUCTS PRODUCED OR FURNISHED BY OR ON BEHALF OF COMPANY.

14. INSURANCE INTECSEA shall at its sole expense carry and maintain insurance coverages of the types and amounts set forth below. INTECSEA may elect to secure additional insurance coverage in excess of these amounts to insure against INTECSEA's liabilities.

- Worker's Compensation Insurance that INTECSEA is obligated to carry under all applicable social, worker's compensation and occupational disease laws and that will cover all of INTECSEA's employees performing services under this Agreement and/or any Order and Employer's Liability insurance of U.S. \$1,000,000 per occurrence.

- Commercial General Liability insurance with a combined single limit of liability for bodily injury and property damage of U.S. \$1,000,000 per occurrence. Such insurance will include blanket contractual liability coverage.
- Automobile Liability insurance that INTECSEA is obligated to carry under all applicable statutes subject to a combined bodily injury and property damage limit of U.S. \$1,000,000 per accident.
- Such other insurance of the types and amounts as INTECSEA deems necessary or as is required by any applicable law.

All such policies of INTECSEA shall name the COMPANY Group as additional insureds to the extent of the liabilities assumed by INTECSEA under this Agreement, and provide for insurers' waivers of subrogation against COMPANY Group. The coverages shall be primary in the amounts stated herein for all purposes, without right of contribution from any other insurance available to COMPANY Group, and will contain cross liability coverage via a separation of insureds clause. The insurance limits listed in this Clause are not to be considered limits of liability that INTECSEA may incur under this Agreement.

All insurance required to be carried by INTECSEA shall be written on policy forms and by insurance companies reasonably acceptable to COMPANY, and INTECSEA upon request shall promptly furnish to COMPANY certificates of insurance listing all required policies. All certificates must be on standard forms or be otherwise reasonably acceptable to COMPANY and must be signed by authorized representatives of the insurance companies. Not less than thirty (30) days written notice will be provided to COMPANY in the event of cancellation or material change affecting COMPANY's interest.

INTECSEA shall exert commercially reasonable efforts to require each of its subcontractors, if any, to carry and pay for insurance meeting the above requirements.

15. VERIFICATION AND AUDIT RIGHTS INTECSEA agrees that all financial settlements, billings and reports rendered to COMPANY, as provided for in this Agreement and/or variations to it, will reflect properly the facts about all activities and transactions handled for the account of COMPANY, which data may be relied upon as being complete and accurate in any recording and reporting made by COMPANY for whatever purpose. INTECSEA agrees to notify COMPANY promptly upon discovery of any instance where the INTECSEA fails to comply with this provision.

COMPANY or its authorized representative shall have sufficient access to rate information to satisfy themselves:

- that no expenses that are supposed to be included in the rates of INTECSEA are invoiced as directly reimbursable cost;
- that all expenses that are supposed to be provided for either in the rates of INTECSEA or as a reimbursable are properly accounted for.

INTECSEA shall keep in a manner satisfactory to COMPANY complete and accurate records of all Work provided under this Agreement, showing the number and data and details of Work provided, and special terms and conditions of all Work provided.

16. DISPUTE RESOLUTION Any dispute or claim arising out of this Agreement, which cannot be settled through direct discussions of the Parties, shall be settled by binding arbitration in Houston, Texas, by one arbitrator, in English, with no discovery, using AAA International Rules and requiring completion of the process and a written reasoned decision of the arbitrator no later than 120 days after referral to arbitration, or as soon thereafter as possible.

17. APPLICABLE LAW This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, excluding any choice of law provisions which may direct the application of the laws of any other jurisdiction. Venue for any action to enforce the provisions of this Agreement shall be properly laid in state or federal court in Harris County, Texas.

18. FORCE MAJEURE Except for the duty of COMPANY or INTECSEA to make payment hereunder when due, and except as may be expressly otherwise provided in this Agreement, neither Party shall be liable for failure to perform the terms of this Agreement when such performance is prevented, delayed or rendered impossible by a condition of Force Majeure. Force Majeure shall include, but not be limited to, acts of God, action of the elements, war, strikes, acts of the public enemy, quarantine, epidemic, blockade, civil disturbance, riots, insurrection, fire, rules or regulations of any governmental authority having or claiming jurisdiction or control in the premises, the compliance with which makes continuance of operations impossible, or any other cause beyond the reasonable control of such Party, whether or not similar to the causes specified herein.

In the event either Party hereto is rendered unable, wholly or in part, by any Force Majeure cause to perform its obligations under this Agreement, it is agreed that such Party shall give notice and details of the Force Majeure circumstances in writing to the other Party as promptly as possible after its occurrence. In such cases, the obligations that cannot be carried out by the Party giving the notice shall be suspended during the continuance of any inability so caused.

If a Force Majeure condition causes suspension of operations hereunder for a period of seven (7) or more consecutive days, COMPANY shall have the right to terminate this Agreement by giving INTECSEA written notice at any time after expiration of the seven (7) day period, provided that such right must be exercised during the period of suspension of operations resulting from the Force Majeure condition.

19. ASSIGNMENT INTECSEA shall not, without prior written consent of COMPANY, assign any rights arising under this Agreement, either in whole or in part, and including assignment or monies payable under this Agreement. In the event COMPANY consents to the assignment of this Agreement, INTECSEA shall continue to be responsible for the due observance of all requirements of this Agreement and any breach thereof by any assignee shall be deemed to be that of the INTECSEA.

20. NOTICE All notices required or permitted to be given hereunder shall be given in writing and shall be effective upon delivering or mailing to the address set forth below, or to such other address as may later be notified in writing.



For COMPANY:

Cobalt International Energy, L.P.
920 Memorial City Way, Suite 100
Houston, Texas 77024

Attn: Pete White
Phone: 713-457-4461
Fax: 713-579-9184

For INTECSEA:

INTECSEA, Inc.
15600 JFK Boulevard, 9th Floor
Houston, Texas 77032

Attn: Brian McShane, Sr. VP
Phone: 281-987-0800
Fax: 281-987-3838

21. FITNESS FOR DUTY INTECSEA personnel shall not perform any work or services for COMPANY while under the influence of alcohol or any controlled substance. INTECSEA personnel shall not use, possess, distribute or sell firearms, explosives, weapons, alcoholic beverages, illicit or un-prescribed controlled drugs, drug paraphernalia, or misuse legitimate prescription or over-the-counter drugs while performing work or services for COMPANY at COMPANY's or its Affiliate's premises.

22. INCORPORATION BY REFERENCE The Exhibits to this Agreement are incorporated into this Agreement. In the event of conflict, the provisions of the Agreement shall prevail over the Exhibits.

23. ENTIRETY This Agreement is the entire agreement of the Parties and supersedes and replaces any prior oral or written agreement or any other communications relating to the text of this Agreement, and may not be modified except by written amendment signed by the authorized representatives of both Parties.

24. SURVIVAL OF TERMS Notwithstanding the suspension or termination of this Agreement or any force majeure event, the Parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance after such termination, including but not limited to those for warranty, indemnification and confidentiality.

25. NO PARTNERSHIP. No partnership, commercial partnership, or joint venture is intended or shall result or be construed to exist as a result of execution or performance of any of the obligations or exercise of any rights or remedies by the Parties pursuant to this Agreement, and no act by COMPANY, INTECSEA, or the officers, agents or employees of either Party, shall create such a relationship, nor shall any of the provisions hereof be construed or implied as creating such relationship for any purpose whatsoever.

26. SUCCESSORS AND ASSIGNS; SEVERABILITY. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties. Generally, if any part of this Agreement contravenes any applicable statutes, regulations, rules, or common law requirements, then, to the extent and only to the extent of such contravention, such part shall be severed from this Agreement and deemed non-binding while all other parts of this Agreement shall remain binding.

27. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which when taken together shall constitute one and the same agreement. A facsimile or electronic signature shall be treated as an original signature.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on the date set forth below, but effective for all purposes as of the date first written above.

Cobalt International Energy, L.P.

By: [Signature]
Name: RICHARD A. SULTH
Title: SVP
Date: 29 June, 2016

INTECSEA, Inc.,

By: [Signature]
Name: Brian McShane
Title: Sr. Vice-President
Date: 23rd May, 2017

2016

[Signature]
BYM



EXHIBIT A – SERVICE WORK ORDER

Attached to and made part of the Professional Services Agreement
between COMPANY and INTECSEA
dated May 23, 2016

SCOPE OF WORK

1. Project Name:
2. Description of Work:
Services INTECSEA is to furnish:
 -

INTECSEA is to commence work upon the execution of this Agreement, when and as requested by COMPANY. Work is to be completed on or before the expiration of this Agreement, or as directed by written instruction from COMPANY to INTECSEA.

3. Rates: COMPANY shall pay INTECSEA in accordance with the schedule of rates attached hereto as Exhibit B or as otherwise set forth below:

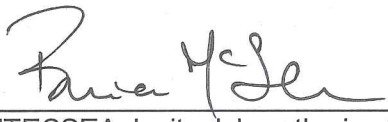
4. Project Term: _____ months, or from _____ through _____, unless extended in writing, as provided for under the Agreement.



Date: 23-May-2016

ACCEPTED AND AGREED:

COMPANY, by its duly authorized
representative



INTECSEA, by its duly authorized
representative



EXHIBIT B – SCHEDULE OF RATES

Attached to and made part of the Professional Consulting Agreement
between COMPANY and INTECSEA, Inc.
dated May 23, 2016

INTECSEA, Inc.

SCHEDULE OF RATES

FY-2016/17

Rates Valid Until December 31, 2016

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COMPENSATION FOR SERVICES**1.1 Hourly Personnel Rates, USA**

The straight-time hourly personnel rates set out herein are inclusive of wages, salaries, payroll burdens, overhead, insurance, supplies, other indirect business and office expenses, and profit.

CLASS	TITLE	US\$/HOUR
12	Engineering Vice-President	TBA
11	Project Director/Sponsor Technical Advisor Senior Executive Engineer Engineering Discipline Manager	\$ 214
10	Executive Engineer Senior Project Manager Fabrication Manager Installation Manager Senior Construction Manager Senior Procurement Manager Senior Contracts Manager Project Services Manager Manager of Project Controls Executive Designer Quality Assurance Manager HSE Manager	\$ 193.00
9	Project Manager Supervising Engineering Specialist Construction Manager Procurement Manager Contracts Manager Project Controls Manager Quality Assurance Supervisor HSE Supervisor Inspection Services Manager Information Technology Manager Supervising Information Technology Specialist	\$ 180

INTECSEA

SCHEDULE OF RATES

CLASS	TITLE	US\$/HOUR
8	Senior Project Engineer/Engineering Specialist Senior Construction Specialist/Supervisor Senior Procurement Specialist/Supervisor Contracts Supervisor Senior Project Controls Specialist/Supervisor Senior Quality Assurance Engineer Senior HSE Engineer Inspection Services Supervisor Design Office Manager Senior/Lead PDMS Designer PDMS/3D System Administrator Senior Design Checker Supervising Technical Specialist Senior Information Technology Specialist/Supervisor	\$ 166
7	Project Engineer/Engineering Specialist Construction Specialist/Supervisor Procurement Specialist/Supervisor Contracts Engineer/Specialist Project Controls Specialist/Supervisor Quality Assurance Engineer HSE Engineer Quality Control Supervisor Chief Inspector Senior Technical Specialist Design/Drafting Lead/Supervisor Senior/Lead PDMS Designer Design/Drafting Checker Application Developer Information Technology Specialist/Supervisor	\$ 149
6	Senior Engineer Senior Construction Engineer Senior Procurement Engineer/Expeditor Project Controls Engineer Senior Document Control Supervisor Senior Designer PDMS Catalog Administrator PDMS Designer Senior Inspector Senior Information Technology Engineer Administration Coordinator	\$ 134

INTECSEA

SCHEDULE OF RATES

CLASS	TITLE	US\$/HOUR
5	Engineer II Construction Engineer Procurement Engineer Project Controls Associate II Designer PDMS Drafter II Senior CAD Operator Inspector II Information Technology Engineer / Senior IT Technician Supervising Administrative Assistant Document Control Supervisor	\$ 109
4	Engineer I Procurement Expeditor Project Controls Associate I Senior Draftsman/ PDMS Drafter I CAD Operator Inspector I Senior Administrative Assistant Senior Project Secretary Document Controller II Information Technology Technician II General Services Supervisor	\$ 81
3	Draftsman/CAD Operator Administrative Assistant Project Secretary Project Accountant Document Controller I Information Technology Technician I Senior Office Clerk Graphics Illustrator	\$ 72
2	Typist Office Clerk	\$ 65

These rates will be charged for hours worked at the employee's base office locations in the continental US.

These rates **DO NOT INCLUDE** any provision for withholding or other taxes required by foreign entities for work performed in Houston on international projects. Should such taxes be applicable for a specific project, these rates shall be "grossed up" to account for the cost of such taxes.

INTECSEA works a standard "9-80's" schedule in its Houston offices. Overtime rates will be charged for all work performed beyond forty (40) hours in any one work week, and for any work performed on Saturdays, Sundays and holidays. The overtime rate for exempt personnel shall be equal to the straight time rate, and the overtime rate for non-exempt personnel shall be equal to the straight time rate multiplied by 1.33.

INTECSEA**SCHEDULE OF RATES**

Travel time related to work for the Client will be charged based on actual hours expended, up to a maximum of the normally scheduled hours per work day or a maximum of eight (8) hours on Saturdays, Sundays and holidays.

For office assignments outside the greater Houston metropolitan area, a minimum of nine (9) hours per day will be charged at the rates herein, plus a minimum of ten (10) percent uplift. For offshore work a minimum of twelve (12) hours per day will be charged in addition to the above uplift. For assignments at fabrication facilities, manufacturing plants, pipe mills, etc. a minimum of ten (10) hours per day will be charged.

For international assignments, uplifts, including R&R time accrual, will be charged in accordance with INTECSEA's HR Policies. Hourly rates and personnel rotation schedules will be as mutually agreed.

Client-specific invoicing requirements that require additional project accounting will be charged on an hourly basis for the additional accounting efforts.

1.2 Hourly Personnel Rates, India Global Delivery Center

The straight-time hourly personnel rates set out herein are inclusive of wages, salaries, payroll burdens, overhead, insurance, supplies, other indirect business and office expenses, and profit.

TITLE	US\$/HOUR
Naval Architect/Subsea Engineer	90.00
Engineer	80.00
Designer	70.00

1.3 Non-Solicitation of Employees

Client acknowledges that INTECSEA employees represent a significant investment in recruitment and training, the loss of which would be detrimental to INTECSEA's future business and profits. INTECSEA and its employees have in place certain non-compete and confidentiality arrangements with respect to Client assignments, such that assigned employees are restricted from accepting an employment or contract engagement with a Client, either directly or through a third party, until at least 6 months has passed after completion of the employee's Client assignment, regardless of the source of the engagement.

1.4 Reimbursable Expenses

1.4.1 Travel

The Client will be charged for the cost of transportation, meals, lodging, communication, laundry and other out of pocket expenses incurred in the performance of the work, at actual cost plus ten (10) percent. Transportation costs include airfares (INTECSEA's policy is business class for international flights over six (6) hours duration), taxis and rental vehicles. Use of personal or company vehicles will be charged at the current IRS mileage rate.

For long term assignments, a fixed per diem may be agreed between the Client and INTECSEA to cover expenses for lodging, food, local transportation, and other out of pocket expenses.

1.4.2 Third Party Charges

Payments to third parties incurred in the performance of the work, such as for materials, equipment, services, subcontractors, consultants, freight, courier, documents, printing and reproduction, will be charged at actual cost plus ten (10) percent. The terms "subcontractors" and "consultants" include specialized engineering or service companies that perform defined scopes of work, and do not apply to agency employees or independent contractors who are billed out at the hourly personnel rates under 1.1, above.

1.4.3 Specialist Software Charges

Use of INTECSEA specialist software will be charged monthly per user as itemized in the table in Appendix A. Rates for specialist software include computer hardware and software currently owned or otherwise licensed by INTECSEA. Direct costs for use of project-specific hardware or software not currently owned or otherwise licensed by INTECSEA, including additional hardware and/or licenses needed to meet project schedules, will be charged at cost plus 10 percent.

1.4.4 Office Rental and Systems Support

Use of an available office in the INTECSEA facility, with furnishings, computer and telephone and use of in-house copier, printer, fax, office supplies and refreshments, will be charged at the rates below:

Energy Center II Building:

- \$1,000.00/month for a cubicle
- \$1,500.00/month for a single interior office
- \$1,750.00/month for a single window office
- \$2,500.00/month for an executive office
- \$600/month added to above rates for double occupancy

JFK Building:

- \$1,250.00/month for a single interior office
- \$1,750.00/month for a single window office
- \$2,500.00/month for an executive office
- \$600/month added to above rates for double occupancy

Reproduction, communication, software, etc. will continue to be charged in accordance with the applicable rates in this schedule.

Costs associated with moving personnel to create project team areas will be charged to Client including, but not limited to, idle hours for relocated staff, support staff, and direct costs, plus 10 percent. Provision of additional office space (including securing of new lease space), furnishings, equipment and supplies ("out of the ordinary items") may require additional fees, which will be negotiated and agreed.

1.5 Escalation

Client and INTECSEA agree that the rates quoted herein are firm through Dec 31, 2016, and may be subject to escalation thereafter.

Appendix A: Specialist Software List			
Name	Purpose	Rate per Month per License	Comment
CFD, ECA, & FEA			
ABAQUS	FE Analysis	\$ 2,467	
ANSYS HPC Pack	FE Analysis	\$ 1,093	
ANSYS Mechanical CFD	FE Analysis	\$ 3,343	
ANSYS Mechanical CFD Flo	FE Analysis	\$ 2,904	
ANSYS CFX Advanced Turbulence Models	CFD Software	\$ 233	
ANSYS CFX Multi-Phase Flows	CFD Software	\$ 281	
CRACKWISE®	Fracture and fatigue assessment to BS 7910 for engineering critical assessment	\$ 478	
LINKpipe	FE for fracture response in pipelines for buckling and fracture assessment for ECA analysis.	\$ 1,780	
FLEXAS	FLEXible Advanced Simulation - nonlinear dynamics solver (dropped objects, flexible riser, complex connectors, etc.)	*	Cost based on project.
Flow Assurance			
MAXIMUS	Flow assurance modelling	\$ 4,874	
Natasha Plus	Surge analysis on pipelines and pipeline networks	\$ 580	
OLGA Bundle (Includes Slug Tracker, Compositional tracking and MultiFlash)	Transient analysis	\$ 8,924	Made up of OLGA Three Phase, Comp tracking & Well module. No longer inclusive of PVTsim, which is now a separate component by Calsep.
PVTsim		\$ 565	
PIPENET Modules	Flow assurance modelling	\$ 1,440	Made up of PIPENET Standard+PIPENET Transient
PIPESIM Bundle (includes PIPESIM Net, PVTsim and MultiFlash)	Steady-state thermohydraulic analysis	\$ 9,132	Made up of PIPESIM Bases System, PVTsim, Multiflash package & OLGA Three Phase

Appendix A: Specialist Software List			
Name	Purpose	Rate per Month per License	Comment
Geoscience, GIS and Survey			
ArcGIS	GIS mapping & analysis	\$ 1,773	
ArcGIS - Alignment Sheet Software		\$ 1,145	
Caris	Bathymetric data management and analysis	\$ 2,020	
Fledermaus	Seabed visualization, contouring and profile	\$ 865	
Kingdom® 2d/3dPAK	Seismic and geological interpretation	\$ 1,820	
Plaxis	Finite element package for deformation and stability in geotechnical engineering	\$ 960	
SheetCutter	GIS mapping and alignment sheet production	\$ 1,060	
Slope/W	Slope stability for earth and rock slopes	\$ 580	
Marine & Structural			
ANSYS AQWA	Diffraction/mooring analysis for floating objects	\$ 1,165	
Ariane7	Mooring analysis	\$ 1,730	
FS2000 Bundle (Includes analysis, non-Linear, DynoFlex, Seismic, Wave, AISC/API, & Pipe)	Structural analysis	\$ 615	Contains FS 3-D analysis, 3-D FS Non-Linear, 3-D FS DynoFlex, FS Seismic, FS Wave, FS-AISC/API, FS-Pipe
GT Strudl	Structural analysis	\$ 765	
MIMOSA	Mooring analysis	\$ 1,530	
MORA	Diffraction analysis for floating objects	\$ 765	
SACS Bundle	Finite element structural analysis suite	\$ 2,719	Contains the following modules: Joint Can, Material Takeoff, Motion, Offshore Structure, Pile, Pile Structure Design, Postvue, Precede, Seastate & solver
DNV Sesam™ DeepC Package	Mooring, riser and marine operations analysis, including coupled effects	\$ 4,225	

Appendix A: Specialist Software List			
Name	Purpose	Rate per Month per License	Comment
DNV Sesam™ HydroD Package	Hydrostatic and hydrodynamic analysis	\$ 2,300	
Sestra	General purpose FE for linear structural analysis of offshore structures	\$ 2,300	
SHEAR7	VIV Analysis	\$ 650	
SIMO	Non-linear body time domain motion analysis	\$ 2,300	
WAMIT	Analyzing floating or submerged bodies in the presence of ocean waves	\$ 1,730	
WINPOST	Embedment depth and stress info for poles	\$ 1,440	
Pipelines & Piping			
Caesar II	Evaluates the structural responses and stresses of piping systems	\$ 790	
DNV FatFree	Design and assessment of submarine pipeline spans in compliance with DNV-RP-F105	\$ 2,400	
Offpipe	Pipeline analysis	\$ 1,345	
On-Bottom Stability	Offshore pipeline stability analysis based on AGA/PRCI research	\$ 2,735	
Pipeline	Offshore pipeline analysis	\$ 1,450	
SAGE 3D	Pipeline bottom roughness analysis	\$ 975	
DNV StableLines	Pipeline stability to DNV RP F109	\$ 500	
Risers			
Flexcom Bundle (Includes Clear 3D, Modes 3D, and Shear 7)	FE Analysis for Riser design	\$ 803	
Orcaflex	Flexible pipe analysis	\$ 1,038	
Specialist - Other			
ICost	Total installed cost estimating	*	Cost based on project.

INTECSEA

SCHEDULE OF RATES

Appendix A: Specialist Software List			
Name	Purpose	Rate per Month per License	Comment
IMS	Project wide interface management	*	Cost based on project.
Optagon	Complex oil and gas production asset performance analysis	\$ 652	
Naviswork Manage		\$ 100	
Modelcenter		\$ 3,520	
Multiflash Standalone		\$ 635	
PHAPro		\$ 140	
PVTSim - OLGA Add On		\$ 1,890	
SolidWorks		\$ 285	

* Rate for this software is determined based on project requirements.

Exhibit C
Work Orders


WORK ORDER
OPS-1232890

Amendment: 0

23 August 2017

CONTRACTOR

To INTECSEA, Inc.
 575 N Dairy Ashford Rd
 Houston, TX 77079
 Attention: Robert Langford
 Telephone: +1.713.354.5405
 e-mail: Robert.Langford@intecsea.com

COMPANY

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

Shipping Term	Payment Term	Currency	Effective Date
N/A	Net 90	US Dollars	01 September 2017
Charge	AFE / Job	Account	Completion Date
AFE 17-117 North Platte Feasibility and Concept Selection Studies – Select 2A	AFE 17-117 North Platte Feasibility and Concept Selection Studies – Select 2A	GL Code: 8450.104 Consultants	30 June 2018

ALL TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT NO. OPS-1220558 BETWEEN COMPANY AND CONTRACTOR ARE INCORPORATED INTO AND FORM PART OF THIS WORK ORDER.

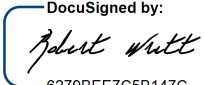
Item	Qty.	Description	Unit Price	Total Item Price
1	1350 hrs	Alfred Garzon, Process Engineer – provide services as Owner's Engineer from 1-Sep-2017 to 30-Jun-2018	\$173.70 per hour	\$234,495.00
2	1350 hrs	Alaa Mansour, Marine/Naval Manager – provide services as Owner's Engineer from 1-Sep-2017 to 30-Jun-2018 Estimated manhours for Select 2A period from 1-Aug-2017 to 30-Jun-2018. Monthly invoices to be based on approved timesheets.	\$192.60 per hour	\$260,010.00
MAXIMUM EXPENDITURE				\$494,505.00

This Work Order is referred to herein as the "Order". The Invoice Instructions to Vendor 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: 
 B6F4685A01A0492...

Contractor Signature

Name: Robert LangfordTitle: Manager-Offshore ConsultingDate: August 31, 2017

APPROVED BY: 
 6279BEE7C5B147C...

Company Signature

Name: Bob WhittTitle: VP ProjectsDate: 8/31/2017



WORK ORDER
OPS-1232890

Amendment: 0

23 August 2017

Amendment History

Not Applicable

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	OPS-1232890
Charge	AFE 17-117 North Platte Feasibility and Concept Selection Studies – Select 2A
AFE	AFE 17-117 North Platte Feasibility and Concept Selection Studies – Select 2A
Account	GL Code: 8450.104 Consultants
CIE Rep	Hoso Hosokawa

3. CONTRACTOR shall invoice COMPANY a single monthly invoice at the end of each month with supporting documentation.
4. Indicate on all invoices the discount terms of payments.
5. Do not substitute personnel named on this order without authority from this office.
6. An Amendment, signed by COMPANY and CONTRACTOR, to this Order is required to change any part of this Order.
7. This document is strictly CONFIDENTIAL between the Parties.
8. Vendor shall acknowledge receipt of this Order within five (5) business days of receipt, confirming acceptance of the terms and conditions of this Order by signing where indicated on the preceding page of this Order and returning a signed copy of this Order to Company. Vendor and Company agree that this Order shall be deemed accepted by Vendor if no response is submitted to Company within five (5) business days of receipt by Vendor of this Order.

Appendix B – Special Terms and Conditions

1. An Amendment, signed by COMPANY and CONTRACTOR, to this Order is required to change any part of this Order.
2. This document is strictly CONFIDENTIAL between the Parties.
3. DURING THE TERM OF THIS SERVICE ORDER AND FOR A PERIOD OF ONE YEAR AFTER ITS TERMINATION, COMPANY AGREES NOT TO SOLICIT THE PERSONNEL NOTED FOR EMPLOYMENT. AN EXCEPTION TO THIS PROHIBITION MAY BE AGREED ONLY IN WRITING.
4. Personnel named shall utilize CONTRACTOR personnel computers and software in executing the services required, and the costs of same are included in the relevant individual hourly rates
5. Personnel named in this Order shall work at the direction of COMPANY's representative, Hoso Hosokawa.
6. Weekly timesheets will be submitted and approved by Hoso Hosokawa
7. Services shall be carried out primarily in COMPANY'S offices.


WORK ORDER
OPS-1232890

Amendment: 0

23 August 2017

CONTRACTOR

To INTECSEA, Inc.
 575 N Dairy Ashford Rd
 Houston, TX 77079
 Attention: Robert Langford
 Telephone: +1.713.354.5405
 e-mail: Robert.Langford@intecsea.com

COMPANY

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

Shipping Term	Payment Term	Currency	Effective Date
N/A	Net 90	US Dollars	01 September 2017
Charge	AFE / Job	Account	Completion Date
AFE 17-117 North Platte Feasibility and Concept Selection Studies – Select 2A	AFE 17-117 North Platte Feasibility and Concept Selection Studies – Select 2A	GL Code: 8450.104 Consultants	30 June 2018

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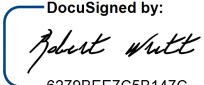
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MAXIMUM EXPENDITURE				\$494,505.00

This Work Order is referred to herein as the "Order". The Invoice Instructions to Vendor 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: 
 B6F4685A01A0492...

Contractor Signature

Name: Robert LangfordTitle: Manager-Offshore ConsultingDate: August 31, 2017

APPROVED BY: 
 6279BEE7C5B147C...

Company Signature

Name: Bob WhittTitle: VP ProjectsDate: 8/31/2017



WORK ORDER
OPS-1232890

Amendment: 0

23 August 2017

Amendment History

Not Applicable

Appendix A – Invoice Instructions

1. Submit invoices in PDF format to accounts.payable@cobaltintl.com
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AFE	AFE 17-117 North Platte Feasibility and Concept Selection Studies – Select 2A
Account	GL Code: 8450.104 Consultants
CIE Rep	Hoso Hosokawa

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Appendix B – Special Terms and Conditions

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5. Personnel named in this Order shall work at the direction of COMPANY's representative, Hoso Hosokawa.
6. Weekly timesheets will be submitted and approved by Hoso Hosokawa
7. Services shall be carried out primarily in COMPANY'S offices.


WORK ORDER
OPS-1233807

Amendment: 1

10 January 2018

CONTRACTOR

To INTECSEA, Inc.
 575 N Dairy Ashford Rd
 Houston, TX 77079
 Attention: Robert Langford
 Telephone: +1.713.354.5405
 e-mail: Robert.Langford@intecsea.com

COMPANY

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

Shipping Term	Payment Term	Currency	Effective Date
N/A	Net 90	US Dollars	13 November 2017
Charge	AFE / Job	Account	Completion Date
AFE 17-117 North Platte Feasibility and Concept Selection Studies – Select 2A	AFE 17-117 North Platte Feasibility and Concept Selection Studies – Select 2A	GL Code: 8450.103 – Technical Studies	31 March 2018

**ALL TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT NO. OPS-1220558
 BETWEEN COMPANY AND CONTRACTOR ARE INCORPORATED INTO AND FORM PART OF THIS
 WORK ORDER.**

Item	Qty.	Description	Unit Price	Total Item Price
		Per IntecSEA CTR-001, attached as Appendix C, provide resources as below on a time and materials basis for North Platte Initial Design Development	Per CTR-001	\$41,790.00
MAXIMUM EXPENDITURE				\$41,790.00

This Work Order is referred to herein as the "Order". The Invoice Instructions to Vendor 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.

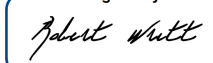
ACCEPTED BY: 
 B6F4685A01A0492...

Contractor Signature

Name: Robert Langford

Title: Manager-Offshore Consulting

Date: January 16, 2018

APPROVED BY: 
 6279BEE7C5B147C...

Company Signature

Name: Bob Writt

Title: VP Projects

Date: January 12, 2018



WORK ORDER
OPS-1233807

Amendment: 1
10 January 2018

Amendment History

Not Applicable

Appendix A – Invoice Instructions

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

Contract	OPS-1233807
Charge	AFE 17-117 North Platte Feasibility and Concept Selection Studies – Select 2A
AFE	AFE 17-117 North Platte Feasibility and Concept Selection Studies – Select 2A
Account	GL Code: 8450.103 – Technical Studies
AP Routing	DEV_FACILITIES

3. CONTRACTOR shall invoice COMPANY a single monthly invoice at the end of each month with supporting documentation.
4. Indicate on all invoices the discount terms of payments.
5. Do not substitute personnel named on this order without authority from this office.
6. An Amendment, signed by COMPANY and CONTRACTOR, to this Order is required to change any part of this Order.
7. This document is strictly CONFIDENTIAL between the Parties.
8. Vendor shall acknowledge receipt of this Order within five (5) business days of receipt, confirming acceptance of the terms and conditions of this Order by signing where indicated on the preceding page of this Order and returning a signed copy of this Order to Company. Vendor and Company agree that this Order shall be deemed accepted by Vendor if no response is submitted to Company within five (5) business days of receipt by Vendor of this Order.


Appendix B – Special Terms and Conditions

1. An Amendment, signed by COMPANY and CONTRACTOR, to this Order is required to change any part of this Order.
2. This document is strictly CONFIDENTIAL between the Parties.
3. DURING THE TERM OF THIS SERVICE ORDER AND FOR A PERIOD OF ONE YEAR AFTER ITS TERMINATION, COMPANY AGREES NOT TO SOLICIT THE PERSONNEL NOTED FOR EMPLOYMENT. AN EXCEPTION TO THIS PROHIBITION MAY BE AGREED ONLY IN WRITING.
4. Personnel named shall utilize CONTRACTOR personnel computers and software in executing the services required, and the costs of same are included in the relevant individual hourly rates
5. Personnel named in this Order shall work at the direction of COMPANY's representative, Hosokawa.
6. Weekly timesheets will be submitted and approved by Hosokawa
7. Services shall be carried out primarily in COMPANY'S offices.

Appendix C – IntecSEA CTR-001, Cobalt North Platte Initial Design Development

Appendix D – Updated schedule of work

Appendix C

 WorleyParsons Group					
COST TIME RESOURCE DATA SHEET (CTR)					
CTR No:	CTR-001	Project Title:	Cobalt North Platte Initial Design Development		
Created by:	Rob Langford	Revision:	2	Date:	6-Nov-17
Title:	Cobalt North Platte Initial Design Development to provide Hull & Mooring Definition				
Customer Lead:	Hoso Hosokawa	Start Date:	13-Nov-17	End Date:	12-Jan-18
Objective					
Cobalt North Platte initial Design Development to provide Topsides and Hull Definition. To define high level cost estimates from in-house benchmarks. Develop hull weight and CoG budget report with contingencies, preliminary GP and mooring analysis. Preliminary principal dimensions and compartmentation drawings.					
Inputs/Assumptions					
Required input: <ul style="list-style-type: none"> • Functional Specification and Basis of Design • All SeleXpress outputs - Equipment List, Electrical Load List, Utility List, Space and Weight Requirements • Hull and Mooring sizing Report • Sizing Sensitivity Report • Platform Weight and CoG Report • Hull and Mooring Cost Report 					
Assumptions: <ul style="list-style-type: none"> • No customer interface meetings, data received, work completed and then delivered for comment. Comments incorporated and returned • Hull compartmentation drawings will only have principal dimensions shown and block level detail • Cost Estimates will be developed using in-house data from previous projects. No vendor input or Basis of Estimate 					
Schedule (Preliminary)					
4 weeks to provide all deliverables once all Cobalt input information received. 1 Week to incorporate customer comments once received.					
Reference Drawings, Specifications, Procedures					
Activities					
		Hours	Cost		
• Study Management		16	\$3,424		
• Internal Reviews		8	\$1,520		
Deliverables					
		Hours	Cost		
• Topsides Cost Estimate Report		90	\$15,420		
• Preliminary GP and Mooring Analysis Report		60	\$9,960		
• Hull Compartmental Drawings		60	\$9,084		
• Weekly Reports		6	\$894		

RESOURCES					
Discipline	Resource Description / Named Personnel	Man-hours	Band/Class	Base Rate	Estimated Cost
Study Manager	Rob Langford	31.0	12	\$ 214.00	\$ 6,634.00
Estimator	Bruce Baffaloe	80.0	10	\$ 166.00	\$ 13,280.00
Naval Architect	Ricardo Zucolo	69.0	8	\$ 166.00	\$ 11,454.00
Hull Drafting	TBD	60.0	6	\$ 134.00	\$ 8,040.00
Project Controls	Wentao Wu	6.0	7	\$ 149.00	\$ 894.00
SUB TOTAL		246.0			\$ 40,302.00
NON-LABOR					
				Orcaflex	\$ 1,038.00
				GHS General Hydrostatics	\$ 450.00
Non-Labor SUB TOTAL					\$ 1,488.00
CTR TOTAL					
					\$ 41,790.00
APPROVALS					
INTECSEA:		Client:			
Print Name:	Rob Langford	Print Name:		Bob Writt	
Date:	11/7/2017	Date:			

NORTH PLATTE DEVELOPMENT
FPS Internal Conceptual Study
Man-hours, Schedule & Deliverables

9-Jan-18														
ITEM	ACTIVITY	MAN-HOURS	DELIVERABLE	TIME-FRAME										
				25-Dec-17	1-Jan-18	8-Jan-18	15-Jan-18	22-Jan-18	29-Jan-18	5-Feb-18	12-Feb-18	19-Feb-18	26-Feb-18	5-Mar-18
Topsides														
1	SeleXpress data base setup	Alfred	None											
2	Selexpress equipment sizing	Alfred	None											
3	SeleXpress reports (first version)	Alfred	Sized Equipment List											
4	Internal review	Hoso	Weight & Area Report											
5	Update (including benchmarking)	Alfred	Electrical Load Report											
6	SeleXpress reports (final version)	Alfred	Utility Load List											
7	Cost estimate	80	Cost Estimate Report											
Hull														
8	Develop "optimized" hull & Mooring sizing	Alaa	Hull & mooring sizing sheet ¹											
9	Sizing sensitivity for single deck design	Alaa	Single deck vs. two deck design sheets ¹											
10	Hull weight & CoG budget repot with proper contingency	Alaa	Weight and CoG including benchmarks Sheets ¹											
11	Preliminary stability, GP and mooring analysis	80	GP, Stability & Mooring Design Report											
12	hull principal dimensions and compartmentation drawings	50	Hull drawings (2 Drawings) ¹											
13	Hull and mooring cost	Alaa	Cost estimate Report											
Summary Report														
14	Final Summary Report	Alaa & Alfred	FPS Internal Conceptual Study Summary Report											
	INTECSEA TOTAL HOURS - Technical	210							40	60	50	30	10	20
	INTECSEA TOTAL HOURS - PM & PC	36							6	6	6	6	6	6
	INTECSEA TOTAL HOURS	246							46	66	56	36	16	26

¹ Sheets will be issued as part of the GP, Stability and Mooring Report

▲ Report issued for CIE review

★ Final Report Issued



WORK ORDER

OPS-1239610-NP-DEV

Amendment: 0

24 January 2018

CONTRACTOR

To INTECSEA, Inc.
575 N Dairy Ashford Rd
Houston, TX 77079
Attention: Robert Langford
Telephone: +1.713.354.5405
e-mail: Robert.Langford@intecsea.com

COMPANY

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

Shipping Term	Payment Term	Currency	Effective Date
N/A	Net 30	US Dollars	23 January 2018
Charge	AFE / Job	Account	Completion Date
AFE 17-117 North Platte Feasibility and Concept Selection Studies – Select 2A	AFE 17-117 North Platte Feasibility and Concept Selection Studies – Select 2A	GL Code: 8450.103 – Technical Studies	30 April 2018

ALL TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT NO. OPS-1220558 BETWEEN COMPANY AND CONTRACTOR ARE INCORPORATED INTO AND FORM PART OF THIS WORK ORDER EXCEPT AS NOTED BELOW IN APPENDIX B

Item	Qty	Role	Work Location	Full or Part Time Status and Expected Commencement Date	Unit Price: \$ per hour	Proposed Candidate
1	lot	H&M Consultant	Remote	on a part time basis commencing on or about the first week of March 2018	\$214.00	Chunfa Wu
2	lot	Naval Architect	Remote	on a part time basis commencing on or about the first week of March 2018	\$214.00	Bill Griener
3	lot	Mooring Engineer	Remote	on a part time basis commencing on or about the third week of February 2018	\$193.00	Chris Hutchinson
4	lot	Marine Engineer	Remote	on a part time basis commencing on or about the first week of March 2018	\$180.00	Rama Yadlapati
5	lot	LQ Engineer	Remote	on a part time basis commencing on or about the first week of March 2018	\$194.25	Ron Saville
6	lot	Project Engineer	Cobalt Office	on a full time basis commencing on or about the third week of February 2018	\$173.25	Daniel Hamill
7	lot	Topside Coordinator	Cobalt Office	on a full time basis commencing on or about the last week of January 2018	\$194.25	Kaj Rawstron
8	lot	Rotating Engineer	Remote	on a part time basis commencing on or about the third week of February 2018	\$162.75	Rakesh Bhargava
9	lot	Static Equip & Piping Eng	Remote	on a part time basis commencing on or about the third week of February 2018	\$173.25	John Carroll
10	lot	ICSS Engineer	Remote	on a part time basis commencing on or about the first week of March 2018	\$183.75	Gregory Smallwood
11	lot	EICT Lead	Cobalt Office	on a full time basis commencing on or about the third week of February 2018	\$194.25	Eric Southward
12	lot	Electrical Engineer	Cobalt Office	on a full time basis commencing on or about the first week of March 2018	\$183.75	Jonathan Bracher
13	lot	Telecomm & IT Engineer	Remote	on a part time basis commencing on or about the first week of March 2018	\$183.75	Gregory Smallwood



WORK ORDER
OPS-1239610-NP-DEV

Amendment: 0
 24 January 2018

14	lot	C&C Coordinator	Remote	on a part time basis commencing on or about the first week of March 2018	\$193.00	Pieter Meinen
15	lot	Drafting (to be agreed)	Remote	on an as required basis commencing on or about the first week of March 2018	TBD subject to specific requirements. Average rate is \$149 per hr	INTECSEA
16	lot	Project Management Support	Remote	IntecSEA Project management of Owner's Engineer support: 2 hours minimum, 5 hours max per week depending on team size, for the duration of the project	\$214.00	INTECSEA
17	lot		Remote	IntecSEA Project Cost Control - 1 hours minimum, 2 hours max per week depending on team, size for the duration of the project	\$166.00	INTECSEA

Maximum Expenditure - Not to Exceed: \$724,000.00

This Work Order is referred to herein as the "Order". The Invoice Instructions to Vendor 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.

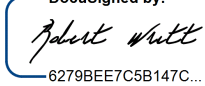
ACCEPTED BY: 
 B6F4685A01A0492...

Contractor Signature

Name: Robert Langford

Title: Director Offshore Consulting

Date: January 24, 2018

APPROVED BY: 
 6279BEE7C5B147C...

Company Signature

Name: Bob Whitt

Title: VP Projects

Date: January 24, 2018



WORK ORDER
OPS-1239610-NP-DEV

Amendment: 0
 24 January 2018

Amendment History

Not Applicable

Appendix A – Invoice Instructions

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

Contract	OPS-1239610-NP-DEV
Charge	AFE 17-117 North Platte Feasibility and Concept Selection Studies – Select 2A
AFE	AFE 17-117 North Platte Feasibility and Concept Selection Studies – Select 2A
Account	GL Code: 8450.103 – Technical Studies
AP Routing	DEV_FACILITIES

3. CONTRACTOR shall invoice COMPANY a single monthly invoice at the end of each month with supporting documentation.
4. Indicate on all invoices the discount terms of payments.
5. Do not substitute personnel named on this order without authority from this office.
6. An Amendment, signed by COMPANY and CONTRACTOR, to this Order is required to change any part of this Order.
7. This document is strictly CONFIDENTIAL between the Parties.
8. Vendor shall acknowledge receipt of this Order within five (5) business days of receipt, confirming acceptance of the terms and conditions of this Order by signing where indicated on the preceding page of this Order and returning a signed copy of this Order to Company. Vendor and Company agree that this Order shall be deemed accepted by Vendor if no response is submitted to Company within five (5) business days of receipt by Vendor of this Order.

Appendix B – Special Terms and Conditions

1. An Amendment, signed by COMPANY and CONTRACTOR, to this Order is required to change any part of this Order.
2. This document is strictly CONFIDENTIAL between the Parties. CONTRACTOR shall ensure that all personnel provided are bound by Non-Disclosure Agreements comparable to the requirements of the MSA.
3. DURING THE TERM OF THIS SERVICE ORDER AND FOR A PERIOD OF ONE YEAR AFTER ITS TERMINATION, COMPANY AGREES NOT TO SOLICIT THE PERSONNEL NOTED FOR EMPLOYMENT. AN EXCEPTION TO THIS PROHIBITION MAY BE AGREED ONLY IN WRITING.
4. Personnel named shall utilize CONTRACTOR personnel computers and software in executing the services required, and the costs of same are included in the relevant individual hourly rates
5. Full time personnel based in COMPANY offices shall be provided with hardware and software to carry out any required support.
6. Personnel named in this Order shall work at the direction of COMPANY's representative, Hosokawa.
7. Weekly timesheets will be submitted and approved by Hosokawa. Part time and INTECSEA PM/PC personnel shall provide a manual timesheet on COMPANY format and emailed on a weekly basis for approval.
8. Services shall be carried out primarily at the work location noted
9. Full Time indicates Standard Work Hours of 40 hours per week. 9 hrs Monday thru Thursday and 4 hrs on Friday.



WORK ORDER
OPS-1239610-NP-DEV

Amendment: 0
24 January 2018

10. Part Time indicates as required, but in no event to exceed 20 hours per week on an aggregate basis between commencement and April 30, 2018.
11. No paid Overtime unless approved in advance by Hosokawa
12. Company retains the right to terminate any or all services on 5 business days notice

Exhibit D
Invoices



WorleyParsons Group

INTECSEA, INC.
575 N Dairy Ashford Rd.
HOUSTON, TEXAS 77079

TELEPHONE: +1 281 987 0800
EMAIL: billing@intecsea.com

TO: Cobalt International Energy, L.P.
Cobalt Center
920 Memorial City Way, Suite 100
Houston, TX 77024
Attn: Accounts Payable
FOA: Hosokawa

	PROJECT NUMBER	INVOICE NUMBER
	408005-00693	11335
INVOICE DATE	January 4, 2018	↑ THIS NUMBER MUST APPEAR ON CHECK
REFERENCE:	Service Work Order No: OPS-1232890	
Period Ending	29-Dec-17	
Terms - 90 NET	Currency - USD	
PLEASE REMIT TO:		
JPM CHASE WORLEYPARSONS GROUP INC ACCOUNT NO: 304149292 ABA NO: 021000021 SWIFT CODE: CHAUS33		
PLEASE NOTE REMIT TO ADDRESS ABOVE		

Item	This Period Hours	This period Amount
Labor: OE-100 Owner's Engineer	97.00	17,850.60

Sub Total	97.00	17,850.60
------------------	--------------	------------------


USD This Period Amount Due	97.00	17,850.60
-----------------------------------	--------------	------------------

Contract No.: OPS-1232890
Charge: AFE 17-117 North Platte Feasibility and
Concept Selection Studies - Select 2A
AFE: AFE 17-117 North Platte Feasibility and Concept
Selection Studies - Select 2A
Account GL Code: 8450.104 Consultants
CIE Rep: Hosokawa

Previous Invoiced Amount	
10729	\$15,056.10
10763	\$21,985.20
10821	\$39,002.40
10899	\$36,837.00
10989	\$33,415.65
11087	\$72,548.50
11159	\$51,385.50
11258	\$46,699.20
11334	\$37,579.50

Total Previous Invoiced	\$354,509.05
--------------------------------	---------------------

Approved By: ROB LANGFORD

Signature: 

Date: 01/4/2018

Invoice Detail by WBS

Page 1 of 1

(All rates are Tax Exclusive)

Project Number	408005-00693
Project Title	North Platte Owner's Engineer
Project Manager	Langford, Mr. Robert
Invoice Number	11335

Customer COBALT INTERNATIONAL ENERGY, L.P.
Billing Address 920 Memorial City Way, Suite 100
Houston
Texas,
77024

WBS Number: OE-100 - Owner's EngineerLabour

Period End Date	Employee	Classification	Quantity	Rate	Amount
22-Dec-17	Garzon, Mr. Alfred Yezid	Chief Process Engineer	44.00	173.70	7,642.80
15-Dec-17	Mansour, Mr. Alaa	Senior Executive Engineer	4.00	192.60	770.40
22-Dec-17	Mansour, Mr. Alaa	Senior Executive Engineer	34.00	192.60	6,548.40
29-Dec-17	Mansour, Mr. Alaa	Senior Executive Engineer	15.00	192.60	2,889.00
Total Labour for OE-100 - Owner's Engineer			USD	97.00	17,850.60
Total OE-100 - Owner's Engineer			USD	97.00	17,850.60
GRAND TOTAL			USD	97.00	17,850.60

Project Billing Report - Labour

Project No: 408005-00693

Draft/Final/Consolidated Invoice No: 11335

Project Number	Top Task	WBS Number – Name	Employee/Supplier	Expenditure Type	PA Period	Hours		Bill Value	
						ST Hours	OT Hours	Bill Value ST Hours	Bill Value OT Hours
408005-00693	OE-100	OE-100 - Owner's Engineer	Garzon, Mr. Alfred Yezid	9A10-ST Staff Home	Dec-04-17	40.00	0.00	6,948.00	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Garzon, Mr. Alfred Yezid	9A10-ST Staff Home FPM	Dec-04-17	4.00	0.00	694.80	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Mansour, Mr. Alaa	9A10-ST Staff Home	Dec-03-17	4.00	0.00	770.40	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Mansour, Mr. Alaa	9A10-ST Staff Home	Dec-04-17	34.00	0.00	6,548.40	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Mansour, Mr. Alaa	9A10-ST Staff Home	Dec-05-17	15.00	0.00	2,889.00	0.00
Project 408005-00693 Labour Total						97.00	0.00	17,850.60	0.00
Invoice 11335 Labour Total						97.00	0.00	17,850.60	0.00
Totals						97.00	0.00	17,850.60	0.00



WorleyParsons Group

INTECSEA, INC.
575 N Dairy Ashford Rd.
HOUSTON, TEXAS 77079

TELEPHONE: +1 281 987 0800
EMAIL: billing@intecsea.com

TO: Cobalt International Energy, L.P.
Cobalt Center
920 Memorial City Way, Suite 100
Houston, TX 77024
Attn: Accounts Payable
FOA: Hosokawa

	PROJECT NUMBER	INVOICE NUMBER
	408005-00693	11389
INVOICE DATE	January 30, 2018	↑ THIS NUMBER MUST APPEAR ON CHECK
REFERENCE:	Service Work Order No: OPS-1232890	
Period Ending	26-Jan-18	
Terms - 90 NET		Currency - USD
PLEASE REMIT TO:		
JPM CHASE WORLEYPARSONS GROUP INC ACCOUNT NO: 304149292 ABA NO: 021000021 SWIFT CODE: CHAUS33		
PLEASE NOTE REMIT TO ADDRESS ABOVE		

Item	This Period Hours	This period Amount
Labor:		
OE-100 Owner's Engineer	273.00	49,725.90

Sub Total 273.00 49,725.90

USD This Period Amount Due 273.00 49,725.90

Contract No.: OPS-1232890
Charge: AFE 17-117 North Platte Feasibility and
Concept Selection Studies - Select 2A
AFE: AFE 17-117 North Platte Feasibility and Concept
Selection Studies - Select 2A
Account GL Code: 8450.104 Consultants
CIE Rep: Hosokawa

Previous Invoiced Amount

10729	\$15,056.10
10763	\$21,985.20
10821	\$39,002.40
10899	\$36,837.00
10989	\$33,415.65
11087	\$72,548.50
11159	\$51,385.50
11258	\$46,699.20
11334	\$37,579.50
11335	\$17,850.60

Total Previous Invoiced \$372,359.65

Approved By: ROB LANCFORD

Signature:

Date: 01/30/2018

Invoice Detail by WBS

Page 1 of 1

(All rates are Tax Exclusive)

Project Number	408005-00693
Project Title	North Platte Owner's Engineer
Project Manager	Langford, Mr. Robert
Invoice Number	11389

Customer COBALT INTERNATIONAL ENERGY, L.P.
Billing Address 920 Memorial City Way, Suite 100
Houston
Texas,
77024

WBS Number: OE-100 - Owner's Engineer**Labour**

Period End Date	Employee	Classification	Quantity	Rate	Amount
5-Jan-18	Garzon, Mr. Alfred Yezid	Chief Process Engineer	35.00	173.70	6,079.50
12-Jan-18	Garzon, Mr. Alfred Yezid	Chief Process Engineer	36.00	173.70	6,253.20
19-Jan-18	Garzon, Mr. Alfred Yezid	Chief Process Engineer	44.00	173.70	7,642.80
26-Jan-18	Garzon, Mr. Alfred Yezid	Chief Process Engineer	36.00	173.70	6,253.20
5-Jan-18	Mansour, Mr. Alaa	Senior Executive Engineer	26.50	192.60	5,103.90
12-Jan-18	Mansour, Mr. Alaa	Senior Executive Engineer	32.00	192.60	6,163.20
19-Jan-18	Mansour, Mr. Alaa	Senior Executive Engineer	30.50	192.60	5,874.30
26-Jan-18	Mansour, Mr. Alaa	Senior Executive Engineer	33.00	192.60	6,355.80
Total Labour for OE-100 - Owner's Engineer			USD	273.00	49,725.90
Total OE-100 - Owner's Engineer			USD	273.00	49,725.90
GRAND TOTAL			USD	273.00	49,725.90

Page: 1 of 1

Project Billing Report - Labour

Project No: 408005-00693

Draft/Final/Consolidated Invoice No: 11389

Project Number	Top Task	WBS Number - Name	Employee/Supplier	Expenditure Type	PA Period	Hours			Bill Value	
						ST Hours	OT Hours		Bill Value ST Hours	Bill Value OT Hours
408005-00693	OE-100	OE-100 - Owner's Engineer	Garzon, Mr. Alfred Yezid	9A10-ST Staff Home	Jan-01-18	31.00	0.00		5,384.70	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Garzon, Mr. Alfred Yezid	9A10-ST Staff Home	Jan-02-18	36.00	0.00		6,253.20	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Garzon, Mr. Alfred Yezid	9A10-ST Staff Home	Jan-03-18	40.00	0.00		6,948.00	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Garzon, Mr. Alfred Yezid	9A10-ST Staff Home	Jan-04-18	36.00	0.00		6,253.20	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Garzon, Mr. Alfred Yezid	9A10-ST Staff Home FPM	Jan-01-18	4.00	0.00		694.80	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Garzon, Mr. Alfred Yezid	9A10-ST Staff Home FPM	Jan-03-18	4.00	0.00		694.80	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Mansour, Mr. Alaa	9A10-ST Staff Home	Jan-01-18	26.50	0.00		5,103.90	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Mansour, Mr. Alaa	9A10-ST Staff Home	Jan-02-18	32.00	0.00		6,163.20	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Mansour, Mr. Alaa	9A10-ST Staff Home	Jan-03-18	30.50	0.00		5,874.30	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Mansour, Mr. Alaa	9A10-ST Staff Home	Jan-04-18	33.00	0.00		6,355.80	0.00
Project 408005-00693 Labour Total						273.00	0.00		49,725.90	0.00
Invoice 11389 Labour Total						273.00	0.00		49,725.90	0.00
Totals						273.00	0.00		49,725.90	0.00



WorleyParsons Group

INTECSEA, INC.

575 N. Dairy Ashford

Houston, Texas 77041

Telephone: 281 987-0800

Email: billing@intecsea.com

Contract: OPS-1239610-NP-DEV
 Charge: AFE 17-117 North Platte Feasibility and
 Concept Selection Studies – Select 2A
 AFE: AFE 17-117 North Platte Feasibility and
 Concept Selection Studies – Select 2A
 Account: GL Code: 8450.103 – Technical Studies
 AP Routing: DEV_FACILITIES

	PROJECT NUMBER	INVOICE NUMBER
	408005-00866	11473
Invoice Date	28-FEB-18	This number must appear on check
Cobalt North Platte Owners Eng		
Terms - 30 NET		Currency - USD
PLEASE REMIT PAYMENT VIA WIRE TRANSFER OR ACH CREDIT TO:		
JPMorgan Chase Bank		
WorleyParsons Group Inc		
1411 Broadway		
New York, NY 10018		
Account No: 304149292		
ABA No: 021000021		
Swift Code: CHASUS33		


PLEASE NOTE REMIT TO THE ADDRESS ABOVE

TO:

COBALT INTERNATIONAL ENERGY, L.P.
 920 Memorial City Way, Suite 100
 Houston, Texas 77024 United States

Task	Line	This Period Hours	This Period Amount
Owners Engineering			
Labor		103.00	20,010.50
	Sub Total	103.00	20,010.50
	Total	103.00	20,010.50

Approved By: Robert Langford

Signature: 

Date: March 1, 2018

Invoice Detail by WBS

Page 1 of 1

(All rates are Tax Exclusive)

Project Number	408005-00866
Project Title	Cobalt North Platte Owners Eng
Project Manager	Langford, Mr. Robert
Invoice Number	11473

Customer COBALT INTERNATIONAL ENERGY,
L.P.
Billing Address 920 Memorial City Way, Suite 100
Houston
, Texas,
77024

WBS Number: 1000 - Owners EngineeringLabour

Period End Date	Employee	Classification	Quantity	Rate	Amount
02-Feb-2018	Langford, Mr. Robert	Vice President, Marine Engineering - INT	3.00	214.00	642.00
02-Feb-2018	Rawstron, Kaj	Executive Engineer - (INTECSEA)	40.00	194.25	7,770.00
02-Feb-2018	Wu, Mr. Wentao	Senior Engineer - (INTECSEA)	2.00	166.00	332.00
09-Feb-2018	Rawstron, Kaj	Executive Engineer - (INTECSEA)	36.00	194.25	6,993.00
16-Feb-2018	Rawstron, Kaj	Executive Engineer - (INTECSEA)	22.00	194.25	4,273.50
Total Labour for 1000 - Owners Engineering		USD	103.00		20,010.50
Total 1000 - Owners Engineering		USD	103.00		20,010.50
GRAND TOTAL		USD	103.00		20,010.50

Project Billing Report – Labour (WBS by Top Task)

Run Date: 28-Feb-2018 15:24:18 PM
Project No: 408005-00866
Customer:
Draft/Final/Consolidated Invoice No. 11473
Agreement:

Project Number	Top Task	WBS Number – Name	Employee/Supplier	Expenditure Type	PA Period	Hours		Bill Value	
						ST Hours	OT Hours	Bill Value ST Hours	Bill Value OT Hours
408005-00866	1000	1000 - Owners Engineering	Langford, Mr. Robert	9A10-ST Staff	Feb-01-18	3.00	0.00	642.00	0.00
				Home					
408005-00866	1000	1000 - Owners Engineering	Rawstron, Kaj	9A40-ST	Feb-03-18	40.00	0.00	7,770.00	0.00
				Agency Home					
408005-00866	1000	1000 - Owners Engineering	Rawstron, Kaj	9A40-ST	Feb-04-18	58.00	0.00	11,266.50	0.00
				Agency Home					
408005-00866	1000	1000 - Owners Engineering	Wu, Mr. Wentao	9A10-ST Staff	Feb-01-18	2.00	0.00	332.00	0.00
				Home					
Project 408005-00866 Labour Total						103.00	0.00	20,010.50	0.00
Invoice 11473 Labour Total						103.00	0.00	20,010.50	0.00
Totals						103.00	0.00	20,010.50	0.00



WorleyParsons Group

INTECSEA, INC.
575 N Dairy Ashford Rd.
HOUSTON, TEXAS 77079

TELEPHONE: +1 281 987 0800
EMAIL: billing@intecsea.com

TO: Cobalt International Energy, L.P.
Cobalt Center
920 Memorial City Way, Suite 100
Houston, TX 77024
Attn: Accounts Payable
FOA: Hosokawa

	PROJECT NUMBER	INVOICE NUMBER
	408005-00693	11461
INVOICE DATE	March 1, 2018	↑ THIS NUMBER MUST APPEAR ON CHECK
REFERENCE:	Service Work Order No: OPS-1232890	
Period Ending	23-Feb-18	
Terms - 90 NET		Currency - USD
PLEASE REMIT TO:		
JPM CHASE WORLEYPARSONS GROUP INC ACCOUNT NO: 304149292 ABA NO: 021000021 SWIFT CODE: CHAUS33		
PLEASE NOTE REMIT TO ADDRESS ABOVE		

Item	This Period Hours	This period Amount
Labor:		
OE-100 Owner's Engineer	284.00	51,674.40
Sub Total	284.00	51,674.40

USD This Period Amount Due	284.00	51,674.40
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Contract No.: OPS-1232890
Charge: AFE 17-117 North Platte Feasibility and
Concept Selection Studies - Select 2A
AFE: AFE 17-117 North Platte Feasibility and Concept
Selection Studies - Select 2A
Account GL Code: 8450.104 Consultants
CIE Rep: Hosokawa

Previous Invoiced Amount

10729	\$15,056.10
10763	\$21,985.20
10821	\$39,002.40
10899	\$36,837.00
10989	\$33,415.65
11087	\$72,548.50
11159	\$51,385.50
11258	\$46,699.20
11334	\$37,579.50
11335	\$17,850.60
11389	\$49,725.90

Total Previous Invoiced	\$422,085.55
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Approved By: Rob Landford

Signature: [Signature]

Date: 03/01/18

Invoice Detail by WBS

Page 1 of 1

(All rates are Tax Exclusive)

Project Number	408005-00693
Project Title	North Platte Owner's Engineer
Project Manager	Langford, Mr. Robert
Invoice Number	11461

Customer COBALT INTERNATIONAL ENERGY, L.P.
Billing Address 920 Memorial City Way, Suite 100
Houston
Texas,
77024

WBS Number: OE-100 - Owner's EngineerLabour

Period End Date	Employee	Classification	Quantity	Rate	Amount
2-Feb-18	Garzon, Mr. Alfred Yezid	Chief Process Engineer	44.00	173.70	7,642.80
9-Feb-18	Garzon, Mr. Alfred Yezid	Chief Process Engineer	36.00	173.70	6,253.20
16-Feb-18	Garzon, Mr. Alfred Yezid	Chief Process Engineer	44.00	173.70	7,642.80
23-Feb-18	Garzon, Mr. Alfred Yezid	Chief Process Engineer	36.00	173.70	6,253.20
2-Feb-18	Mansour, Mr. Alaa	Senior Executive Engineer	34.00	192.60	6,548.40
9-Feb-18	Mansour, Mr. Alaa	Senior Executive Engineer	32.50	192.60	6,259.50
16-Feb-18	Mansour, Mr. Alaa	Senior Executive Engineer	23.50	192.60	4,526.10
23-Feb-18	Mansour, Mr. Alaa	Senior Executive Engineer	34.00	192.60	6,548.40
Total Labour for OE-100 - Owner's Engineer			USD	284.00	51,674.40
Total OE-100 - Owner's Engineer			USD	284.00	51,674.40
GRAND TOTAL			USD	284.00	51,674.40

Amounts on this report are summed from the timesheet entry records which are rounded up to the nearest \$0.01.

Project Billing Report - Labour

Project No: 408005-00693

Draft/Final/Consolidated Invoice No: 11461

Project Number	Top Task	WBS Number - Name	Employee/Supplier	Expenditure Type	PA Period	Hours		Bill Value	
						ST Hours	OT Hours	Bill Value ST Hours	Bill Value OT Hours
408005-00693	OE-100	OE-100 - Owner's Engineer	Garzon, Mr. Alfred Yezid	9A10-ST Staff Home	Feb-01-18	40.00	0.00	6,948.00	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Garzon, Mr. Alfred Yezid	9A10-ST Staff Home	Feb-02-18	36.00	0.00	6,253.20	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Garzon, Mr. Alfred Yezid	9A10-ST Staff Home	Feb-03-18	40.00	0.00	6,948.00	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Garzon, Mr. Alfred Yezid	9A10-ST Staff Home	Feb-04-18	36.00	0.00	6,253.20	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Garzon, Mr. Alfred Yezid	9A10-ST Staff Home FPM	Feb-01-18	4.00	0.00	694.80	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Garzon, Mr. Alfred Yezid	9A10-ST Staff Home FPM	Feb-03-18	4.00	0.00	694.80	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Mansour, Mr. Alaa	9A10-ST Staff Home	Feb-01-18	34.00	0.00	6,548.40	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Mansour, Mr. Alaa	9A10-ST Staff Home	Feb-02-18	32.50	0.00	6,259.50	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Mansour, Mr. Alaa	9A10-ST Staff Home	Feb-03-18	23.50	0.00	4,526.10	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Mansour, Mr. Alaa	9A10-ST Staff Home	Feb-04-18	34.00	0.00	6,548.40	0.00
Project 408005-00693 Labour Total						284.00	0.00	51,674.40	0.00
Invoice 11461 Labour Total						284.00	0.00	51,674.40	0.00
Totals						284.00	0.00	51,674.40	0.00



WorleyParsons Group

INTECSEA, INC.
575 N Dairy Ashford Rd.
HOUSTON, TEXAS 77079

TELEPHONE: +1 281 987 0800
EMAIL: billing@intecsea.com

TO: Cobalt International Energy, L.P.
Cobalt Center
920 Memorial City Way, Suite 100
Houston, TX 77024
Attn: Accounts Payable
FOA: Hosokawa

	PROJECT NUMBER	INVOICE NUMBER
	408005-00693	11496
INVOICE DATE	March 14, 2018	↑ THIS NUMBER MUST APPEAR ON CHECK
REFERENCE:	Service Work Order No: OPS-1232890	
Period Ending	23-Feb-18	
Terms - 90 NET	Currency - USD	
PLEASE REMIT TO:		
JPM CHASE WORLEYPARSONS GROUP INC ACCOUNT NO: 304149292 ABA NO: 021000021 SWIFT CODE: CHAUS33		
PLEASE NOTE REMIT TO ADDRESS ABOVE		

Item	This Period Hours	This period Amount
Labor: OE-100 Owner's Engineer	150.00	27,378.00

Sub Total	150.00	27,378.00
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USD This Period Amount Due	150.00	27,378.00
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Contract No.: OPS-1232890
Charge: AFE 17-117 North Platte Feasibility and
Concept Selection Studies - Select 2A
AFE: AFE 17-117 North Platte Feasibility and Concept
Selection Studies - Select 2A
Account GL Code: 8450.104 Consultants
CIE Rep: Hosokawa

Previous Invoiced Amount

10729	\$15,056.10
10763	\$21,985.20
10821	\$39,002.40
10899	\$36,837.00
10989	\$33,415.65
11087	\$72,548.50
11159	\$51,385.50
11258	\$46,699.20
11334	\$37,579.50
11335	\$17,850.60
11389	\$49,725.90
11461	\$51,674.40

Total Previous Invoiced	\$473,759.95
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Approved By: ROB LANGFORD

Signature: [Signature]

Date: 03/13/18

Invoice Detail by WBS

Page 1 of 1

(All rates are Tax Exclusive)

Project Number	408005-00693
Project Title	North Platte Owner's Engineer
Project Manager	Langford, Mr. Robert
Invoice Number	11496

Customer COBALT INTERNATIONAL ENERGY, L.P.
Billing Address 920 Memorial City Way, Suite 100
Houston
Texas,
77024

WBS Number: OE-100 - Owner's Engineer**Labour**

Period End Date	Employee	Classification	Quantity	Rate	Amount
2-Mar-18	Garzon, Mr. Alfred Yezid	Chief Process Engineer	44.00	173.70	7,642.80
9-Mar-18	Garzon, Mr. Alfred Yezid	Chief Process Engineer	36.00	173.70	6,253.20
2-Mar-18	Mansour, Mr. Alaa	Senior Executive Engineer	33.00	192.60	6,355.80
9-Mar-18	Mansour, Mr. Alaa	Senior Executive Engineer	37.00	192.60	7,126.20
Total Labour for OE-100 - Owner's Engineer			USD	150.00	27,378.00
Total OE-100 - Owner's Engineer			USD	150.00	27,378.00
GRAND TOTAL			USD	150.00	27,378.00

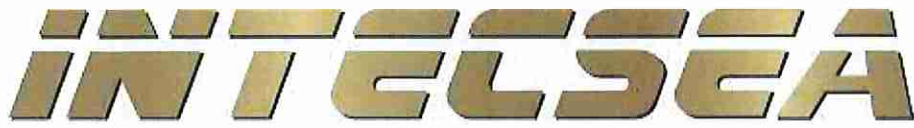
Project Billing Report - Labour

Page: 1 of 1

Project No: 408005-00693

Draft/Final/Consolidated Invoice No: 11496

Project Number	Top Task	WBS Number – Name	Employee//Supplier	Expenditure Type	PA Period	Hours		Bill Value	
						ST Hours	OT Hours	Bill Value ST Hours	Bill Value OT Hours
408005-00693	OE-100	OE-100 - Owner's Engineer	Garzon, Mr. Alfred Yezid	9A10-ST Staff Home	Mar-01-18	40.00	0.00	6,948.00	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Garzon, Mr. Alfred Yezid	9A10-ST Staff Home	Mar-02-18	36.00	0.00	6,253.20	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Garzon, Mr. Alfred Yezid	9A10-ST Staff Home FPM	Mar-01-18	4.00	0.00	694.80	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Mansour, Mr. Alaa	9A10-ST Staff Home	Mar-01-18	33.00	0.00	6,355.80	0.00
408005-00693	OE-100	OE-100 - Owner's Engineer	Mansour, Mr. Alaa	9A10-ST Staff Home	Mar-02-18	37.00	0.00	7,126.20	0.00
Project 408005-00693 Labour Total						150.00	0.00	27,378.00	0.00
Invoice 11496 Labour Total						150.00	0.00	27,378.00	0.00
Totals						150.00	0.00	27,378.00	0.00



WorleyParsons Group

INTECSEA, INC.

575 N. Dairy Ashford

Houston, Texas 77041

Telephone: 281 987-0800

Email: billing@intecsea.com

	PROJECT NUMBER	INVOICE NUMBER
	408005-00866	11517
Invoice Date	21-MAR-18	This number must appear on check
Cobalt North Platte Owners Eng		
Terms - 30 NET		Currency - USD
PLEASE REMIT PAYMENT VIA WIRE TRANSFER OR ACH CREDIT TO:		
JPMorgan Chase Bank		
WorleyParsons Group Inc		
1411 Broadway		
New York, NY 10018		
Account No: 304149292		
ABA No: 021000021		
Swift Code: CHASUS33		

Contract: OPS-1239610-NP-DEV

Charge: AFE 17-117 North Platte Feasibility and

Concept Selection Studies - Select 2A

AFE: AFE 17-117 North Platte Feasibility and Concept
Selection Studies - Select 2A

Account: GL Code: 8450.103 - Technical Studies

AP Routing: DEV_FACILITIES

**PLEASE NOTE REMIT TO THE
ADDRESS ABOVE**

TO:

COBALT INTERNATIONAL ENERGY, L.P.

920 Memorial City Way, Suite 100

Houston, Texas 77024 United States

Task		This Period	This Period
Line		Hours	Amount
Owners Engineering			
Labor		53.00	10,334.75
Sub Total		53.00	10,334.75
Total		53.00	10,334.75

Approved By: Robert Langford

Signature: 

Date: March 21, 2018

Invoice Detail by WBS

Page 1 of 1

(All rates are Tax Exclusive)

Project Number	408005-00866
Project Title	Cobalt North Platte Owners Eng
Project Manager	Langford, Mr. Robert
Invoice Number	11517

Customer COBALT INTERNATIONAL ENERGY,
L.P.
Billing Address 920 Memorial City Way, Suite 100
Houston
, Texas,
77024

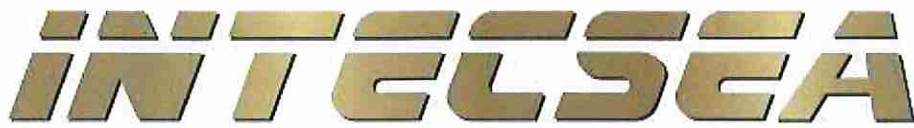
WBS Number: 1000 - Owners EngineeringLabour

Period End Date	Employee	Classification	Quantity	Rate	Amount
23-Feb-2018	Rawstron, Kaj	Executive Engineer - (INTECSEA)	40.00	194.25	7,770.00
02-Mar-2018	Langford, Mr. Robert	Vice President, Marine Engineering - INT	1.00	214.00	214.00
02-Mar-2018	Rawstron, Kaj	Executive Engineer - (INTECSEA)	11.00	194.25	2,136.75
09-Mar-2018	Langford, Mr. Robert	Vice President, Marine Engineering - INT	1.00	214.00	214.00
Total Labour for 1000 - Owners Engineering		USD	53.00		10,334.75
Total 1000 - Owners Engineering		USD	53.00		10,334.75
GRAND TOTAL		USD	53.00		10,334.75

Project Billing Report – Labour (WBS by Top Task)

Run Date: 21-Mar-2018 14:05:23 PM
 Project No: 408005-00866
 Customer:
 Draft/Final/Consolidated Invoice No: 11517
 Agreement:

Project Number	Top Task	WBS Number – Name	Employee/Supplier	Expenditure Type	PA Period	Hours		Bill Value	
						ST Hours	OT Hours	Bill Value ST Hours	Bill Value OT Hours
408005-00866	1000	1000 - Owners Engineering	Langford, Mr. Robert	9A10-ST Staff	Mar-01-18	1.00	0.00	214.00	0.00
408005-00866	1000	1000 - Owners Engineering	Langford, Mr. Robert	Home		1.00	0.00	214.00	0.00
408005-00866	1000	1000 - Owners Engineering	Raveston, Kai	9A10-ST	Mar-02-18	51.00	0.00	9,906.75	0.00
				Agency Home	Mar-03-18				
Project 408005-00866 Labour Total						53.00	0.00	10,334.75	0.00
Invoice 11517 Labour Total						53.00	0.00	10,334.75	0.00
Totals						53.00	0.00	10,334.75	0.00



WorleyParsons Group

INTECSEA, INC.

575 N. Dairy Ashford

Houston, Texas 77041

Telephone: 281 987-0800

Email: billing@intecsea.com

Contract No: OPS-1233807

Charge: AFE 17-117 North Platte Feasibility & Concept

Selection Studies - Select 2A

AFE: AFE 17-117 North Platte Feasibility & Concept Selection
Studies - Select 2A

Account: GL Code: 8450.103 - Technical Studies

AP Routing: DEV_FACILITIES

	PROJECT NUMBER	INVOICE NUMBER
	408005-00873	11518
Invoice Date	21-MAR-18	This number must appear on check
Cobalt-North Platte Design Dev		
Terms - 30 NET		Currency - USD
PLEASE REMIT PAYMENT VIA WIRE TRANSFER OR ACH CREDIT TO:		
JPMorgan Chase Bank		
WorleyParsons Group Inc		
1411 Broadway		
New York, NY 10018		
Account No: 304149292		
ABA No: 021000021		
Swift Code: CHASUS33		

PLEASE NOTE REMIT TO THE ADDRESS ABOVE

TO:

COBALT INTERNATIONAL ENERGY, L.P.

920 Memorial City Way, Suite 100

Houston, Texas 77024 United States

Task	This Period	This Period
Line	Hours	Amount
Design Development		
Labor	243.00	40,238.00
GHS General Hydrostatics		450.00
Orcaflex Software		1,038.00
Sub Total	243.00	41,726.00
Total	243.00	41,726.00

Approved By: Robert Langford

Signature: 

Date: March 21, 2018

Invoice Detail by WBS

Page 1 of 2

(All rates are Tax Exclusive)

Project Number	408005-00873
Project Title	Cobalt-North Platte Design Dev
Project Manager	Langford, Mr. Robert
Invoice Number	11518

Customer COBALT INTERNATIONAL ENERGY,
L.P.
Billing Address 920 Memorial City Way, Suite 100
Houston
, Texas,
77024

WBS Number: CTR 001 - Design DevelopmentEvent

Period End Date			Quantity	Rate	Amount
09-Mar-2018	GHS General Hydrostatics	GHS General Hydrostatics	0.00		450.00
09-Mar-2018	Orcaflex Software	Orcaflex Software	0.00		1,038.00
Total Event for CTR 001 - Design Development			USD	0.00	1,488.00
Total CTR 001 - Design Development			USD	0.00	1,488.00

WBS Number: CTR 001 - Design DevelopmentLabour

Period End Date	Employee	Classification	Quantity	Rate	Amount
16-Feb-2018	Graeber, Russell	Senior Manager, Estimating	1.00	166.00	166.00
16-Feb-2018	Langford, Mr. Robert	Vice President, Marine Engineering - INT	6.00	214.00	1,284.00
16-Feb-2018	McCord, Mr. Arley Johnson	Manager, Estimating	17.50	166.00	2,905.00
16-Feb-2018	Wu, Mr. Wentao	Senior Engineer - (INTECSEA)	1.00	149.00	149.00
16-Feb-2018	Zuccolo, Ricardo Fabiano	Senior Engineer - (INTECSEA)	25.00	166.00	4,150.00
23-Feb-2018	Graeber, Russell	Senior Manager, Estimating	24.00	166.00	3,984.00
23-Feb-2018	McCord, Mr. Arley Johnson	Manager, Estimating	33.00	166.00	5,478.00
23-Feb-2018	Wu, Mr. Wentao	Senior Engineer - (INTECSEA)	1.00	149.00	149.00
23-Feb-2018	Zuccolo, Ricardo Fabiano	Senior Engineer - (INTECSEA)	36.00	166.00	5,976.00
02-Mar-2018	Coats, Mr. Tim F	Manager, Design - (INTECSEA)	10.00	134.00	1,340.00
02-Mar-2018	Langford, Mr. Robert	Vice President, Marine Engineering - INT	6.00	214.00	1,284.00
02-Mar-2018	McCord, Mr. Arley Johnson	Manager, Estimating	9.50	166.00	1,577.00
02-Mar-2018	Palombo, Mr. Timothy C	Lead Designer - (INTECSEA)	36.00	134.00	4,824.00
02-Mar-2018	Wu, Mr. Wentao	Senior Engineer - (INTECSEA)	1.00	149.00	149.00
02-Mar-2018	Zuccolo, Ricardo Fabiano	Senior Engineer - (INTECSEA)	12.00	166.00	1,992.00
09-Mar-2018	Buffaloe, Mr. William B	Senior Manager, Estimating	5.00	166.00	830.00
09-Mar-2018	Langford, Mr. Robert	Vice President, Marine Engineering - INT	18.00	214.00	3,852.00
09-Mar-2018	Wu, Mr. Wentao	Senior Engineer - (INTECSEA)	1.00	149.00	149.00
Total Labour for CTR 001 - Design Development			USD	243.00	40,238.00

Amounts on this report are summed from the timesheet entry records which are rounded up to the nearest \$0.01.

Invoice Detail by WBS

Page 2 of 2

(All rates are Tax Exclusive)

Project Number	408005-00873
Project Title	Cobalt-North Platte Design Dev
Project Manager	Langford, Mr. Robert
Invoice Number	11518

Total CTR 001 - Design Development	USD	243.00	40,238.00
GRAND TOTAL	USD	243.00	41,726.00

Project Billing Report – Labour (WBS by Top Task)

Run Date: 21-Mar-2018 14:05:44 PM
Project No: 408005-00873
Customer:
Draft/Final/Consolidated Invoice No: 11518
Agreement:

Project Number	Top Task	WBS Number – Name	Employee/Supplier	Expenditure Type	PA Period	Hours		Bill Value	
						ST Hours	OT Hours	Bill Value ST Hours	Bill Value OT Hours
408005-00873	CTR 001	CTR 001 - Design Development	Buffaloe, Mr. William B	9A10-ST Staff	Home	5.00	0.00	830.00	0.00
408005-00873	CTR 001	CTR 001 - Design Development	Coats, Mr. Tim F	9A10-ST Staff	Home	10.00	0.00	1,340.00	0.00
408005-00873	CTR 001	CTR 001 - Design Development	Graeber, Russell	9A10-ST Staff	Home	25.00	0.00	4,150.00	0.00
408005-00873	CTR 001	CTR 001 - Design Development	Langford, Mr. Robert	9A10-ST Staff	Home	6.00	0.00	1,284.00	0.00
408005-00873	CTR 001	CTR 001 - Design Development	Langford, Mr. Robert	9A10-ST Staff	Home	6.00	0.00	1,284.00	0.00
408005-00873	CTR 001	CTR 001 - Design Development	Langford, Mr. Robert	9A10-ST Staff	Home	18.00	0.00	3,852.00	0.00
408005-00873	CTR 001	CTR 001 - Design Development	McCord, Mr. Arley Johnson	9A10-ST Staff	Home	60.00	0.00	9,960.00	0.00
408005-00873	CTR 001	CTR 001 - Design Development	Palombo, Mr. Timothy C	9A10-ST Staff	Home	36.00	0.00	4,824.00	0.00
408005-00873	CTR 001	CTR 001 - Design Development	Wu, Mr. Wentao	9A10-ST Staff	Home	1.00	0.00	149.00	0.00
408005-00873	CTR 001	CTR 001 - Design Development	Wu, Mr. Wentao	9A10-ST Staff	Home	1.00	0.00	149.00	0.00
408005-00873	CTR 001	CTR 001 - Design Development	Wu, Mr. Wentao	9A10-ST Staff	Home	1.00	0.00	149.00	0.00
408005-00873	CTR 001	CTR 001 - Design Development	Wu, Mr. Wentao	9A10-ST Staff	Home	1.00	0.00	149.00	0.00
408005-00873	CTR 001	CTR 001 - Design Development	Zuccolo, Ricardo Fabiano	9A10-ST Staff	Home	25.00	0.00	4,150.00	0.00
408005-00873	CTR 001	CTR 001 - Design Development	Zuccolo, Ricardo Fabiano	9A10-ST Staff	Home	36.00	0.00	5,976.00	0.00
408005-00873	CTR 001	CTR 001 - Design Development	Zuccolo, Ricardo Fabiano	9A10-ST Staff	Home	12.00	0.00	1,992.00	0.00
Project 408005-00873 Labour Total						243.00	0.00	40,238.00	0.00
Invoice 11518 Labour Total						243.00	0.00	40,238.00	0.00
Totals						243.00	0.00	40,238.00	0.00