

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

NADER TAVAKOLI'S, SOLELY AS PLAN ADMINISTRATOR,
SUPPLEMENTAL OBJECTION TO PROOF OF CLAIM
NO. 422 FILED BY CISCO SYSTEMS CAPITAL

Nader Tavakoli, solely in his capacity as the Lead Member and Chairman of the Plan Administrator Committee of Cobalt International Energy, Inc. *et al.* (the "Plan Administrator") appointed under the *Fourth Amended Joint Chapter 11 Plan of Cobalt International Energy, Inc. and Its Debtor Affiliates*, confirmed on April 5, 2018 (the "Plan"), files this *Nader Tavakoli's, Solely as Plan Administrator, Supplemental Objection to Proof of Claim No. 422 Filed by Cisco Systems Capital* (the "Supplemental Objection"), and respectfully states as follows:

1. On September 13, 2018, the Plan Administrator filed his *Objection to Proof of Claim No. 422 Filed by Cisco Systems Capital* (the "Objection")² seeking to disallow and expunge *Proof of Claim No. 422* (the "Claim") filed by Cisco Systems Capital ("Claimant").

2. At a hearing held on October 18, 2018, the Court requested that the Plan Administrator supplement his Objection to (i) include a filed copy of the Claim, a copy of which is attached hereto as Exhibit A, and (ii) submit the *Supplemental Declaration of Aaron Skidmore*

¹ The Reorganized Debtors in the Chapter 11 Cases, along with the last four digits of each Reorganized 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 Reorganized Debtors' service address is: 945 Bunker Hill Road, Suite 625, Houston, TX 77024.

² Capitalized but undefined terms used herein shall have the meanings given to such terms in the Objection.



in Support of the Plan Administrator's Objection to Proof of Claim No. 422 Filed by Cisco Systems Capital, attached hereto as **Exhibit B** (the "Supplemental Skidmore Declaration"), which, among other things, attests to the accuracy of the Debtors' books and records to the best of the declarant's knowledge, information and belief. The Plan Administrator files this Supplemental Objection in accordance with the Court's instructions and restates herein the basis for the requested relief and the nature of the Plan Administrator's objection to the Claim, as was set forth in the Objection. Hearing on the Objection has been reset by the Court to November 1, 2018 at 2:00 p.m. prevailing Central Time.

Basis for Relief

3. As set forth in Bankruptcy Rule 3001(f), a properly executed and filed proof of claim constitutes prima facie evidence of the validity and the amount of the claim under section 502(a) of the Bankruptcy Code. *See, e.g., In re Jack Kline Co., Inc.*, 440 B.R. 712, 742 (Bankr. Tex. 2010). A proof of claim loses the presumption of prima facie validity under Bankruptcy Rule 3001(f) if an objecting party refutes at least one of the allegations that are essential to the claim's legal sufficiency. *See In re Fidelity Holding Co., Ltd.*, 837 F.2d 696, 698 (5th Cir. 1988). Once such an allegation is refuted, the burden reverts to the claimant to prove the validity of its claim by a preponderance of the evidence. *Id.* Despite this shifting burden during the claim objection process, "the ultimate burden of proof always lies with the claimant." *In re Armstrong*, 347 B.R. 581, 583 (Bankr. N.D. Tex. 2006) (citing *Raleigh v. Ill. Dep't of Rev.*, 530 U.S. 15 (2000)).

4. Section 502(b)(1) of the Bankruptcy Code provides that the court "shall determine the amount of such claim . . . as of the date of the filing of the petition, and shall allow such claim in such amount, except to the extent that—such claim is unenforceable against the debtor and property of the debtor" 11 U.S.C. § 502(b)(1).

No Liability Claim

5. As set forth in the Objection and herein, the Plan Administrator and his advisors, along with certain employees of the Reorganized Debtors (collectively, the “Reviewing Parties”) have thoroughly reviewed the Debtors’ books and records and the claims register, along with the Claim and any documents filed in support thereof, and have determined that the Claim improperly asserts amounts based on charges occurring on or after the Petition Date, and that all pre-petition amounts owing to Claimant have been satisfied.

6. Under the Claim, the Claimant improperly asserts charges occurring on or after the Petition Date in the amount of \$6,170.94 (the “Post-Petition Charges”). Under section 502(b) of the Bankruptcy Code, a claim shall be allowed in the amount of the claim as of the date of the filing of the petition. 11 U.S.C. § 502(b). As such, the Reviewing Parties have determined that the portion of the Claim concerning the Post-Petition Charges does not assert an allowable pre-petition claim under section 502(b) of the Bankruptcy Code and therefore should be disallowed and expunged.

7. In addition, the Claimant asserts a claim in the amount of \$2,056.98 (the “Pre-Petition Charges”) for payments owed prior to the Petition Date under that certain *Installment Payment Agreement* dated as of June 23, 2015. In reviewing the Debtors’ books and records, the Reviewing Parties have determined that the Debtors have made payments to the Claimant satisfying the Pre-Petition Charges. As such, the Debtors’ books and record reflect no outstanding liability to Claimant on the grounds asserted in the Claim as of the Petition Date.

8. Failure to disallow and expunge the Claim could result in Claimant receiving an unwarranted recovery against the Debtors to the detriment of other similarly situated creditors.

Accordingly, the Plan Administrator requests that the Court sustain the Objection and disallow and expunge the Claim in its entirety.

Reservation of Rights

9. This Supplemental Objection is limited to the grounds stated herein. Accordingly, it is without prejudice to the rights of the Plan Administrator to object to any claim on any grounds whatsoever. The Plan Administrator expressly reserves all further substantive or procedural objections. Nothing contained herein or any actions taken pursuant to such relief is intended or should be construed as: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the Plan Administrator's right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Supplemental Objection or any order granting the relief requested by this Supplemental Objection; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver of the Plan Administrator's rights under the Bankruptcy Code or any other applicable law.

Notice

10. The Plan Administrator will provide notice of this Supplemental Objection to: (a) the Office of the United States Trustee for the Southern District of Texas; (b) the Claimant; and (c) any party that has requested post-Effective Date notice pursuant to Bankruptcy Rule 2002. The Plan Administrator submits that, in light of the nature of the relief requested, no other or further notice need be given.

WHEREFORE, the Plan Administrator respectfully requests entry of an order, substantially in the form attached hereto as **Exhibit C**, (i) sustaining the Objection, (ii) disallowing and expunging the Claim filed by Claimant, and (iii) granting such other and further relief as is just and equitable.

Dated: October 19, 2018.

GREENBERG TRAURIG, LLP

By: /s/ David R. Eastlake

Shari L. Heyen

Texas State Bar No. 09564750

HeyenS@gtlaw.com

David R. Eastlake

Texas State Bar No. 24074165

EastlakeD@gtlaw.com

1000 Louisiana, Suite 1700

Houston, Texas 77002

Telephone: 713-374-3500

Facsimile: 713-374-3505

***Counsel for Nader Tavakoli, solely
in his capacity as the Lead Member and
Chairman of the Plan Administrator
Committee of Cobalt International
Energy, Inc. et al.***

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing *Nader Tavakoli's, Solely as Plan Administrator, Supplemental Objection to Proof of Claim No. 422 Filed by Cisco Systems Capital* has been served upon the parties eligible to receive notice through the Court's ECF facilities by electronic mail on October 19, 2018.

/s/ David R. Eastlake

David R. Eastlake

Exhibit A

Proof of Claim No. 422 Filed by Cisco Systems Capital

Fill in this information to identify the case:

Debtor Cobalt International Energy, L.P.

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

Case number 17-36711

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Cisco Systems Capital</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Cisco Systems Capital P Kahler 1111 Old Eagle School Rd Wayne, PA 19087 Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should payments to the creditor be sent? (if different) Contact phone <u>610-386-5000</u> Contact email <u>pkahler@leasedirect.com</u>
	Contact phone _____ Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>1287</u>	
7.	How much is the claim? \$ <u>8227.92</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).	
8.	What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Lease Contract</u>		
9.	Is all or part of the claim secured? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <div style="margin-left: 40px;"> Nature or property: <input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ </div> <div style="margin-left: 40px; margin-top: 20px;"> Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) </div> <div style="margin-left: 40px; margin-top: 20px;"> Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.) </div> <div style="margin-left: 40px; margin-top: 20px;"> Amount necessary to cure any default as of the date of the petition: \$ _____ </div> <div style="margin-left: 40px; margin-top: 20px;"> Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable </div>		
10.	Is this claim based on a lease? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ <u>8227.92</u>		
11.	Is this claim subject to a right of setoff? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____		



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

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

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

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

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

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/03/2018

MM / DD / YYYY

/s/Pamela Kahler

Signature

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

Name Pamela Kahler

First name

Middle name

Last name

Title Litigation Recovery Specialist I

Company Cisco Systems Capital

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

Address

Contact phone

Email



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

Debtor: 17-36711 - Cobalt International Energy, L.P. District: Southern District of Texas, Houston Division		
Creditor: Cisco Systems Capital P Kahler 1111 Old Eagle School Rd Wayne, PA, 19087 Phone: 610-386-5000 Phone 2: Fax: Email: pkahler@leasedirect.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Lease Contract	Last 4 Digits: Yes - 1287	Uniform Claim Identifier:
Total Amount of Claim: 8227.92	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: Yes, 8227.92 Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Pamela Kahler on 03-Apr-2018 5:10:10 p.m. Eastern Time Title: Litigation Recovery Specialist I Company: Cisco Systems Capital		

Statement of Account

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

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

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

DocuSign Envelope ID: EA8BC949-8837-4E46-94B7-80E50CD89020



Capital

**Installment Payment
Agreement Reference
(Support Only)**

TFV99305

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

07CSC126v6

Exhibit B

**Supplemental Declaration of Aaron Skidmore in Support of Plan Administrator's
Objection to Proof of Claim No. 422 Filed by Cisco Systems Capital**

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: COBALT INTERNATIONAL ENERGY, INC., <i>et al.</i>,¹ Reorganized Debtors.	§ § § § §	Chapter 11 Case No. 17-36709 (MI) (Jointly Administered)
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**SUPPLEMENTAL DECLARATION OF AARON SKIDMORE IN
SUPPORT OF PLAN ADMINISTRATOR'S OBJECTION TO PROOF OF
CLAIM NO. 422 FILED BY CISCO SYSTEMS CAPITAL**

I, Aaron Skidmore, hereby declare under penalty of perjury:

1. Under the *Fourth Amended Joint Chapter 11 Plan of Cobalt International Energy, Inc. and Its Debtor Affiliates*, confirmed on April 5, 2018 (the "Plan"), Nader Tavakoli was appointed as the Lead Member and Chairman of the Plan Administrator Committee of Cobalt International Energy, Inc. et al. (the "Plan Administrator"). The Plan Administrator has been utilizing certain employees of the Reorganized Debtors to assist him in reconciling and, if necessary, objecting to claims filed against the Debtors, consistent with the duties assigned to the Plan Administrator under the confirmed Plan. I am the current Treasurer of Cobalt International Energy, Inc., and I have assisted the Plan Administrator in this capacity.

2. In my role as Treasurer of Cobalt International Energy, Inc., I am generally familiar with the Debtors' operations, financing arrangements, business affairs. In addition, I maintain the Debtors' books and records that reflect, among other things, the Debtors' liabilities and the amount thereof owed to their creditors as of the Petition Date. To the best of my knowledge, information

¹ The Reorganized Debtors in the Chapter 11 Cases, along with the last four digits of each Reorganized 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 Reorganized Debtors' service address is: 945 Bunker Hill Road, Suite 625, Houston, TX 77024.

and belief, the Debtors' books and records accurately reflect the Debtors' liabilities and the amount thereof owed to their creditors as of the Petition Date.

3. I have read the *Plan Administrator's Objection to Proof of Claim No. 422 Filed by Cisco Systems Capital* [Docket No. 1050] (the "Objection") filed on September 13, 2018, and the Supplemental Objection filed contemporaneously herewith.² To the best of my knowledge, information and belief, the assertions made in the Objection and the Supplemental Objection are accurate. In evaluating the Claim, the Reviewing Parties have thoroughly reviewed the Debtors' books and records and the claims register, along with the Claim and any document filed in support thereof, and have determined that (i) the portion of the Claim concerning the Post-Petition Charges does not assert an allowable pre-petition claim under section 502(b) of the Bankruptcy Code and therefore should be disallowed and expunged; and (ii) the Debtors have made payments to the Claimant satisfying the Pre-Petition Charges asserted under that certain *Installment Payment Agreement* dated as of June 23, 2015. As such, the Debtors' books and records reflect no outstanding liability to Claimant on the grounds asserted in the Claim as of the Petition Date.

4. I believe that if the Claim is not disallowed and expunged, the Claimant could receive an unwarranted recovery to the detriment of other similarly situated creditors. Therefore, I believe that the disallowance and expungement of the Claim on the terms set forth in the Objection, as supplemented, is appropriate.

² Capitalized but undefined terms herein shall have the same meaning ascribed to them in the Objection and Supplemental Objection, as the case may be.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the facts set forth in the foregoing declaration are true and correct to the best of my knowledge, information and belief.

Dated: October 19, 2018.

/s/ Aaron Skidmore

Aaron Skidmore

Treasurer

Cobalt International Energy, Inc.

Exhibit C

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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

**ORDER SUSTAINING PLAN ADMINISTRATOR'S OBJECTION TO PROOF OF
CLAIM NO. 422 FILED BY CISCO SYSTEMS CAPITAL**

Upon the *Plan Administrator's Objection to Proof of Claim No. 422 Filed by Cisco Systems Capital* (the "Objection"); and upon *Nader Tavakoli's, Solely as Plan Administrator, Supplemental Objection to Proof of Claim No. 422 Filed by Cisco Systems Capital* (the "Supplemental Objection")²; and upon consideration of the Objection, the Supplemental Objection and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157; and the Court having jurisdiction pursuant to 28 U.S.C. § 1334; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Objection and the Supplemental Objection having been provided; and it appearing that no other or further notice need be provided; and the Court having determined that there exists just cause for the relief granted herein; and upon the record of any hearing before the Court, and any responses to the Objection having been withdrawn, resolved, or overruled on the merits; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED** that:

¹ The Reorganized Debtors in the Chapter 11 Cases, along with the last four digits of each Reorganized 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 Reorganized Debtors' service address is: 945 Bunker Hill Road, Suite 625, Houston, TX 77024.

² Capitalized but undefined terms herein shall have the same meaning as ascribed to them in the Objection and Supplemental Objection, as the case may be.

1. The Objection is sustained as set forth herein.
2. Proof of Claim No. 422 filed by Cisco Systems Capital is hereby disallowed and expunged in its entirety.
3. Kurtzman Carson Consultants, LLC, as Claims, Noticing and Solicitation Agent, is authorized and directed to update the claims register maintained in these Chapter 11 Cases to reflect the relief granted in this Order.
4. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any prepetition claim against a Debtor entity; (b) a waiver of the Plan Administrator's right to dispute any prepetition claim on any grounds; (c) a promise or requirement to pay any prepetition claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Objection or any order granting the relief requested by this Objection; (e) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver of the Plan Administrator's rights under the Bankruptcy Code or any other applicable law.
5. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
6. The Plan Administrator is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Objection.
7. This Court shall retain exclusive jurisdiction to resolve any dispute arising from or related to this Order.

Signed: _____, 2018

HONORABLE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE