

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

<b>IN RE:</b>	§	<b>Chapter 11</b>
	§	
<b>COBALT INTERNATIONAL ENERGY, INC., et al.<sup>1</sup></b>	§	<b>CASE NO. 17-36709 (MI)</b>
	§	
<b>Debtors.</b>	§	<b>(Jointly Administered)</b>

**WHITTON PETROLEUM SERVICES LIMITED'S  
LIMITED OBJECTION TO ADDITIONAL DEFINITIVE DOCUMENTS  
TO IMPLEMENT SETTLEMENT AGREEMENT WITH SONANGOL**

[Relates to Doc. No. 988]

Whitton Petroleum Services Limited (“Whitton”) files this limited objection (“Limited Objection”) to the Additional Definitive Documents to Implement Settlement Agreement with Sonangol (the “Definitive Documents”) filed by Cobalt International Energy, Inc. and its affiliates (collectively, the “Debtors”) and respectfully states as follows:

**BACKGROUND**

1. On December 14, 2017, (the “Petition Date”), the Debtors filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”).

2. On December 21, 2017, Debtors filed the Debtors’ Motion for Entry of an Order (I) Authorizing Performance Under Settlement Agreement, (II) Approving Settlement Agreement, and (III) Granting Related Relief [Docket No. 127] (the “Motion”) seeking authority

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<sup>1</sup> 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, LP (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. References herein to the “Debtors” refer, as applicable, to the Debtors and their non-debtor subsidiaries and affiliates.



to cause certain of the Debtors' wholly-owned non-Debtor subsidiaries to perform under a settlement agreement with Sonangol (the "Settlement Agreement").<sup>2</sup>

3. On January 25, 2018, the Bankruptcy Court entered an order approving the Motion [Docket No. 300] (the "Settlement Approval Order"), which provided that "nothing in this Order limits, extinguishes, determines, or otherwise modifies Cobalt's rights to access and use any and all data and information, including but not limited to seismic data, reservoir data, and other intellectual property transferred to Sonangol or in Sonangol's possession, necessary to calculate the Cash Value under the Whitton ORA (the 'Cash Value Information')." [Docket No. 300, ¶ 8, at 4.]

4. On June 29, 2018, the Plan Administrator provided notice that Sonangol paid the full \$500 million in settlement payments in accordance with the Settlement Agreement and the Settlement Approval Order [Docket No. 954].

5. On July 18, 2018, the Plan Administrator filed the Notice of Additional Definitive Documents to Implement Settlement Agreement with Sonangol [Docket No. 988]. Copies of such additional definitive documents were attached thereto. One of those additional documents is Transfer of Operations Agreement (Blocks 20/11 and Blocks 21/09) *Id.* at Exhibit H.

### **OBJECTIONS**

**The Definitive Documents do not provide access to all of the information related to the calculation of the Cash Value<sup>3</sup> under the Whitton ORA.<sup>4</sup>**

6. Whitton objects to the Definitive Documents because they fail to provide the Plan Administrator (and, in turn, Whitton) access to all of the "data and information, including but not

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<sup>2</sup> "Sonangol" means parent company Sociedade Nacional de Combustíveis de Angola—Empresa Pública as well as Sonangol Pesquisa e Produção, S.A.

<sup>3</sup> "Cash Value" is given the same meaning that it is given in the Settlement Approval Order.

<sup>4</sup> "Whitton ORA" is given the same meaning that it is given in the Settlement Approval Order.

limited to seismic data, reservoir data, and other intellectual property . . . necessary to calculate the Cash Value under the Whitton ORA.”

7. For example, the Transfer of Operations Agreement (Blocks 20/11 and Blocks 21/09) (Exhibit H) provides that the two CIE block-level entities are “entitled to retain such copies of Electronic Property as they consider necessary (acting reasonably) to retain, in order to prepare financial statements, carry out audits, reply to audits and for any other reasonable purposes connected with the former Operatorship of Blocks 20/11 and 21/09 and which occur after the Effective Date and which relate to the period prior to the Effective Date.” [Docket No. 988, ¶ 5.2, at 63].

8. Further, Whitton objects to the extent that the Plan Administrator is failing to preserve (or withholding) documents related to the calculation of the Cash Value, as it was not contemplated that the Debtors would be the only party to select the information necessary to calculate the Cash Value under the Whitton ORA. Debtors are in possession of the vast majority (if not all) of such information.

9. Accordingly, Whitton requests that the Plan Administrator provide a log or inventory of all documents that the Plan Administrator has available that are related to the calculation of the Cash Value within 3 days. In addition, Whitton requests that the Plan Administrator provide a log or inventory of all documents that the Plan Administrator is aware of but does not have the ability to access that are related to the calculation of the Cash Value within 3 days.

#### **RESERVATION OF RIGHTS**

10. Whitton reserves the right to further amend, modify, or supplement this Objection at any time, and also reserves all its rights, if any, as a creditor in these bankruptcy cases.

**CONCLUSION**

WHEREFORE for the reasons set forth herein, Whitton respectfully requests that the Court sustain this Objection, order that the Plan Administrator provide a log or inventory of all documents that the Plan Administrator has available that are related to the calculation of the Cash Value within 3 days, order that the Plan Administrator provide a log or inventory of all documents that the Plan Administrator is aware of but does not have the ability to access that are related to the calculation of the Cash Value within 3 days and grant all other the relief to which Whitton may be entitled.

Dated: July 25, 2018.

Respectfully submitted,

**PORTER HEDGES LLP**

/s/ John F. Higgins

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**ATTORNEYS FOR WHITTON  
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**CERTIFICATE OF SERVICE**

This will certify that a true and correct copy of the foregoing document was served by electronic transmission to all registered ECF users appearing in the case on July 25, 2018.

/s/ Heather K. Hatfield

Heather K. Hatfield

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

<b>IN RE:</b>	§	
	§	
<b>COBALT INTERNATIONAL ENERGY, INC., et al.<sup>1</sup></b>	§	
	§	<b>CASE NO. 17-36709(MI)</b>
	§	
<b>Debtor.</b>	§	<b>Chapter 11</b>
<hr/>		
<b>WHITTON PETROLEUM SERVICES LIMITED</b>	§	
	§	
<b>Plaintiff.</b>	§	
	§	<b>Adv. No. 18-03172</b>
<b>vs.</b>	§	
	§	
<b>NADER TAVAKOLI, PLAN ADMINISTRATOR; COBALT INTERNATIONAL ENERGY, INC. AND COBALT INTERNATIONAL ENERGY, L.P.</b>	§	
	§	
	§	
<b>Defendants.</b>	§	

**ORDER GRANTING RELIEF SOUGHT IN WHITTON PETROLEUM  
SERVICES LIMITED'S LIMITED OBJECTION TO  
ADDITIONAL DEFINITIVE DOCUMENTS TO IMPLEMENT  
SETTLEMENT AGREEMENT WITH SONANGOL**

Upon Whitton Petroleum Services Limited's ("Whitton") Limited Objection to the Additional Definitive Documents to Implement Settlement Agreement with Sonangol [Doc. No. 099] (the "Limited Objection"), it is HEREBY ORDERED THAT the relief sought in the Limited Objection is GRANTED. It is further

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<sup>1</sup> 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, LP (2411); Cobalt GOM LLC (7188); Cobalt GOM # 1 LLC (7262); and Cobalt GOM # 2 LLC (7316) (the "Debtors"). References herein to the "Debtors" refer, as applicable, to the Debtors and their non-debtor subsidiaries and affiliates.

ORDERED that the Plan Administrator provide a log or inventory to Whitton of all documents that the Plan Administrator has available that are related to the calculation of the Cash Value within 3 days of entry of this Order. It is further

ORDERED that the Plan Administrator provide a log or inventory to Whitton of all documents that the Plan Administrator is aware of but does not have the ability to access that are related to the calculation of the Cash Value within 3 days of entry of this Order.

Signed: \_\_\_\_\_, 2018

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THE HONORABLE MARVIN ISGUR  
UNITED STATES BANKRUPTCY JUDGE