



ENTERED
09/05/2019

**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)
))	
Reorganized Debtors.))	(Jointly Administered)
))	

**STIPULATION AND AGREED ORDER REGARDING PROOF OF CLAIM
NO. 105 FILED BY CONOCOPHILLIPS COMPANY**

This stipulation and agreed order (the "Stipulation and Agreed Order") is made by and between Nader Tavakoli, solely in his capacity as the Lead Member and Chairman of the Plan Administrator Committee of Cobalt International, Inc., *et al.* ("Plan Administrator"), and ConocoPhillips Company ("COPC"), (collectively the "Parties").

WHEREAS, COPC, Anadarko, Anadarko US Offshore LLC ("Anadarko US Offshore"), Venari Offshore, LLC ("Venari"), were parties to an operating agreement (the "JOA") with Cobalt International Energy, L.P. ("Cobalt LP") related to the assets Cobalt LP identifies as the "Shenandoah Assets;"

WHEREAS, COPC and Anadarko US Offshore provided notice of their withdrawal from the JOA;

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.



WHEREAS, COPC, Anadarko, Anakarko US Offshore, Venari, Cobalt, and LLOG Exploration Offshore, LLC (“LLOG”) entered into an Agreement Regarding Designation of Successor Operator (“DOO Agreement”), dated March 8, 2018;

WHEREAS, the DOO Agreement contains other reciprocal obligations that survive entry of the Confirmation Order referenced below;

WHEREAS, on March 16, 2018, COPC filed *Proof of Claim No. 105* against Cobalt LP, asserting a secured claim in an unliquidated amount (the “COPC Claim”);

WHEREAS, on April 5, 2018, the Court entered the *Order (I) Confirming the Fourth Amended Joint Chapter 11 Plan of Cobalt International, Inc. and its Debtor Affiliates and (II) Approving the Sale Transactions* (the “Confirmation Order”) (D.I. 784);

WHEREAS, the Confirmation Order authorized the sale from Cobalt LP to Navitas with LLOG to serve as operator and provided for a reservation of rights for COPC as set out in, among other provisions, paragraphs 182 to 187 thereof;

WHEREAS, on September 11, 2018, the Plan Administrator filed his *Fourth Omnibus Objection to Certain Proofs of Claim (Satisfied Claims)* (D.I. 1038), wherein the Plan Administrator objected to and sought disallowance and expungement of the COPC Claim, among others, on the basis that such claims had been satisfied; and

WHEREAS, at the November 1, 2018 hearing, the Court abated the Fourth Omnibus Objection with respect to the COPC Claim;

WHEREAS, on or about November 19, 2018, Cobalt LP and Navitas closed the sale of the Shenandoah Assets authorized by the Confirmation Order;

WHEREAS, pursuant the Confirmation Order and related sale transactions, Navitas

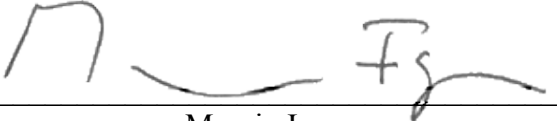
assumed the Debtors' Shenandoah P&O Obligations (as defined by the Confirmation Order); and

WHEREAS, on or about July 9, 2019, Anadarko and the Plan Administrator entered into a Letter Agreement Regarding JIB Claims and Related Matters (the "Letter Agreement") providing for, among other things, the mutual release of certain claims related to the JOA, as set forth in the Letter Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Stipulation and Agreed Order, the Parties hereby stipulate and agree as follows:

1. The COPC Claim is hereby withdrawn.
2. Nothing herein shall modify, impair, or otherwise affect the rights and obligations of any party under the Confirmation Order, the DOO Agreement, and the Letter Agreement.
3. Nothing herein is intended or shall relieve Navitas, LLOG, or any other non-debtor entity or individual of any obligations it assumed in connection with the Confirmation Order and closing of any asset purchase agreement, including but not limited to the Shenandoah P&A Obligations, nor shall this Stipulation and Agreed Order be deemed a waiver of any claims or defenses of COPC, if any, as against Navitas, LLOG, or any other non-debtor entity or individual, including but not limited to any claims relating to the Shenandoah P&A Obligations , the JOA, the DOO Agreement or the Letter Agreement.
4. Kurtzman Carson Consultants, LLC, as the Debtors' Claims, Noticing and Solicitation Agent, and the Clerk of the Court are authorized to take all necessary actions to effectuate the relief granted in this Order.

Signed: September 04, 2019



Marvin Isgur
United States Bankruptcy Judge