

Remaining Inventory proceeds are set forth in its Proof of Claim No. 288, filed on March 19, 2018, and in its Statement of Ownership in Respect of Remaining Inventory [Docket No. 976]. The Plan Administrator contends that while a claim related to inventory is mentioned in Proof of Claim No. 288, the untimely-filed Proof of Claim No. 288 does not have any effect, as it was disallowed by the bar order and the Plan.

B. Identify all additional claims and counterclaims that Total E&P asserts must be tried in this contested matter.

Total E&P does not assert that any additional claims beyond those listed in Part A must be tried in this contested matter, although it reserves the right to bring additional claims in the future.

As to each such claim or counterclaim, the statement must:

- i. Identify the pleading that Total E&P alleges contains the claim or counterclaim.**

N/A.

- ii. Provide a short statement as to why Total E&P alleges that the claim or counterclaim is contained in the pleading.**

N/A.

- iii. Provide a short statement as to why the Plan Administrator alleges that the claim or counter claim is not contained in the pleading.**

N/A.

C. Identify all additional claims and counterclaims that the Plan Administrator asserts must be tried in this contested matter.

Statoil Gulf of Mexico LLC, now known as Equinor Gulf of Mexico LLC (“Equinor”) was a joint purchaser under the North Platte Asset Purchase Agreement, and is responsible for 2/3 of the true up costs under the purchase price adjustment in that agreement. Therefore, the Plan Administrator asserts that Equinor should be joined as a necessary party to avoid duplicative proceedings, a waste of judicial resources, unnecessary additional expenses for the estate, and potentially inconsistent judgments. Equinor’s claim is identical to Total’s E&P’s claim and should be tried at the same time as Total E&P’s claim because it is based on the same facts, same contract, and same evidence as Total E&P’s claim.

In addition, the Plan Administrator intends to amend its Response Regarding Motions for Allowance of Administrative Expense Priority Claims to assert counterclaims with respect to amounts owed to the Plan Administrator for purchase price adjustments under the North Platte Asset Purchase Agreement.

Further, if Total E&P is allowed to re-open its Proof of Claim No. 288, the Plan Administrator intends to assert its objections and counterclaims to that Proof of Claim. The Plan Administrator also reserves its right to assert other post-petition claims including lease payments made on behalf of Total E&P.

As to each such claim or counterclaim, the statement must:

- i. Identify the pleading that the Plan Administrator alleges contains the claim or counterclaim.**

The claims of Equinor and the Plan Administrator's objection are contained in the following documents:

- Equinor's Motion for Allowance of Administrative Expense Priority Claims Pursuant to 11 U.S.C. § 503(b)(1)(A) and 11 U.S.C. § 507(a)(2) [Docket No. 847].
- The Plan Administrator's Response Regarding Motions for Allowance of Administrative Expense Priority Claims [Docket No. 1036].

- ii. Provide a short statement as to why the Plan Administrator alleges that the claim or counterclaim is contained in the pleading.**

See above.

- iii. Provide a short statement as to why Total E&P alleges that the claim or counter claim is not contained in the pleading.**

Total E&P does not agree that Equinor must be joined to this contested matter to resolve the claims asserted by Total E&P.

D. Identify all discovery that the parties agree must be completed before trial, along with a schedule for completion of the discovery.

The parties agree that Total E&P can take a Rule 30(b)(6) deposition on the topics which have not been objected to in Plan Administrator's Motion for Protective Order [Docket No. 1331].

The parties agree that the Plan Administrator can take a Rule 30(b)(6) deposition on: (i) the purchase price adjustment issues on topics previously provided to Total E&P, and (ii) the Remaining Inventory claim (if the Plan Administrator decides it is necessary). The Plan Administrator contends that no depositions are necessary for the Court to rule on the Plan Administrator's motion for summary judgment on the Remaining Inventory claim. Total E&P contends that neither trial nor discovery should be delayed further.

E. Identify all discovery disputes between the parties, with a short statement of the nature of each dispute.

1. The Plan Administrator's Motion for Protective Order [Docket No. 1331]; the Plan Administrator seeks protection from certain corporate representative topics requested by Total E&P that seek information on topics the Plan Administrator asserts to be outside the scope of these contested matters. The hearing on the Plan Administrator's Motion for Protective Order is set for June 18, 2020; thus, the Plan Administrator requests that this deposition be postponed until at least a week after the Court rules on the Plan Administrator's motion. Total E&P agrees to that request provided that the Plan Administrator agrees to present a corporate representative no later than two weeks from the date of the Court's ruling.
2. Total E&P has requested the depositions of the Plan Administrator and Cobalt executive Rich Smith. The Plan Administrator objects to those depositions and will file a motion for protective order.
3. The Plan Administrator also intends to take the depositions of Jose-Ignacio Sanz-Saiz, Didier Poulet, Jill Sissler, and perhaps others (if the Plan Administrator decides it is necessary).

F. Identify all other trial preparation disputes between the parties.

1. Whether Equinor must or should be joined in this contested matter for purposes of determination of the purchase price adjustment under the North Platte Asset Purchase Agreement. The Plan Administrator has asserted that Equinor should be joined.
2. The Plan Administrator disputes whether Proof of Claim No. 288 can be asserted by Total E&P in this proceeding.
3. The Plan Administrator disputes whether Total E&P has any claims upon the Remaining Inventory proceeds. The Plan Administrator asserts that the resolution of its motion for summary judgment will impact trial preparation and the issues to be tried.
4. Total E&P opposes any motion for summary judgment as untimely coming after the scheduled trial setting of April 13, 2020. Total E&P opposes any delay to trial or completion of discovery based on any motion for summary judgment filed by the Plan Administrator.

Dated: June 3, 2020.

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

CERTIFICATE OF SERVICE

The undersigned hereby certifies that June 3, 2020, I caused a copy of the foregoing Response to be served on all parties eligible to receive service through the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas by electronic mail.

/s/ Shari L. Heyen

Shari L. Heyen