



ENTERED
02/27/2014

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

IN RE: §
ATP OIL & GAS CORPORATION §
Debtor. §
CASE NO. 12-36187
CHAPTER 11

**ORDER ON AMENDED MOTION OF THE WILLIAMS COMPANIES, INC. FOR
ORDER COMPELLING REJECTION OF EXECUTORY CONTRACT AND PAYMENT
OF ADMINISTRATIVE EXPENSE CLAIMS**
(Relates to Docket Nos. 2639 and 2887)

The Court has considered the *Amended Motion of The Williams Companies, Inc. for an Order Compelling the Debtor to Reject Certain Contracts and to Compel Payment of Administrative Expense Claims* (the “**Williams Motion**”), the evidence presented, the argument of counsel, if any, and the agreement (the “**Agreement**”) reached between The Williams Companies, Inc. (“**Williams**”), ATP Oil & Gas Corporation (the “**Debtor**” or “**ATP**”) and Marubeni Oil & Gas (USA) Inc. (“**MOGUS**” and together with Williams and ATP, the “**Parties**”), as evidenced by the filing of a Rule 9019 motion (the “**9019 Motion**”) [Docket No. 2937]. Moreover, the Court has considered and entered an order approving the 9019 Motion and Agreement. [Docket No.]. After said consideration and pursuant to the terms of the Agreement, the Court is of the opinion that the following relief is warranted and proper given the circumstances. It is therefore:

ORDERED, that any and all administrative claims asserted by Williams against the Debtor’s bankruptcy estate are hereby satisfied in full and expunged; it is further

ORDERED, that any and all other claims that have or could have been asserted by Williams against the Debtor and/or its bankruptcy estate are hereby waived, barred, and expunged; and it further

ORDERED, that all of the contracts and agreements between ATP and Williams identified on Exhibit A to this Order are deemed rejected as of July 1, 2013. However, any contracts or agreements between ATP and Williams (including any and all of its affiliates), not included among those listed on



Exhibit A are rejected as of the August 17, 2012, unless such contracts or agreements have been previously assumed by ATP.

DATED: February 27, 2014.



THE HONORABLE MARVIN ISGUR,
UNITED STATES BANKRUPTCY JUDGE

This order becomes effective only on receipt by Williams of the payment from Marubeni as set forth in the 9019 Order of this date.

EXHIBIT A

Williams Contracts to be Rejected

Low Pressure Turbine Compression Services Agreement between Williams Field Services-Gulf Coast Company, L.P., Marubeni Oil and Gas (USA) Inc., Black Elk Energy Offshore Operations, LLC, Effective January 1, 2012

Operational Balancing Agreement between Williams Field Services-Gulf Coast Company, L.P. and TotalFinaElf E&P USA, Inc. made and entered into on September 1, 2002

Canyon Express Pipeline System Production Handling Agreement, effective November 15, 2000, as amended, by and between Williams Field Services-Gulf Coast Company, L.P. ("Processor") and Elf Exploration, Inc., Mariner Energy, Inc., Pioneer Natural Resources USA, Inc., Amoco Production Company, Marathon Oil Company, Total Exploration Production USA, Inc. and Baker Hughes International Branches, Inc. ("Producers").

Letter Agreement to Canyon Express Pipeline System Production Handling Agreement, dated September 17, 2003, between TotalFinaElf E&P USA, Inc., Nippon Oil Exploration U.S.A. Limited, Pioneer Natural Resources USA, Inc., BP Exploration & Production Inc., Marathon Oil Company ("Producers") and Williams Field Services-Gulf Coast Company, L.P. ("Processor").

First Amendment to Canyon Express Pipeline System Production Handling Agreement, effective December 31, 2000, between Elf Exploration, Inc., Mariner Energy, Inc., Pioneer Natural Resources USA, Inc., Amoco Production Company, Marathon Oil Company, Total Exploration Production USA, Inc. and Baker Hughes International Branches, Inc. (Producers) and Williams Field Services-Gulf Coast Company, L.P. (Processor).

Second Amendment to Canyon Express Pipeline System Production Handling Agreement, effective September 1, 2002, between TotalFinaElf E&P USA, Inc., Nippon Oil Exploration U.S.A. Ltd., Pioneer Natural Resources USA, Inc., BP Exploration & Production Inc., Marathon Oil Company (Producers) and Williams Field Services-Gulf Coast Company, L.P. (Processor).

Third Amendment to Canyon Express Pipeline System Production Handling Agreement, effective September 1, 2002, between TotalFinaElf E&P USA, Inc., Nippon Oil Exploration U.S.A. Limited, Pioneer Natural Resources USA, Inc., BP Exploration & Production Inc., Marathon Oil Company ("Producers") and Williams Field Services-Gulf Coast Company, L.P. ("Processor").

Fourth Amendment to Canyon Express Pipeline System Production Handling Agreement, effective September 20, 2002, between TotalFinaElf E&P USA, Inc., Nippon Oil Exploration U.S.A. Limited, Pioneer Natural Resources USA, Inc., BP Exploration & Production Inc., Marathon Oil Company ("Producers") and Williams Field Services-Gulf Coast Company, L.P. ("Processor").

Fifth Amendment to Canyon Express Pipeline System Production Handling Agreement (not fully executed) between and among TotalFinaElf E&P USA, Inc., Nippon Oil Exploration U.S.A. Limited, Pioneer Natural Resources USA, Inc., BP Exploration & Production Inc., Marathon Oil Company ("Producers") and Williams Field Services-Gulf Coast Company, L.P. ("Processor").

Sixth Amendment to Canyon Express Pipeline System Production Handling Agreement (not fully executed) between and among BP Exploration & Production Inc., TotalFinaElf E&P USA, Inc., et al.

Letter Agreement (operation services) dated May 8, 2007, between Williams Field Services – Gulf Coast Company, L.P. and ATP Oil & Gas Corporation.

Letter Agreement, dated September 18, 2009, between Williams Field Services – Gulf Coast Company, L.P., ATP Oil & Gas Corporation, and Marubeni Oil & Gas (USA) Inc.

Letter Agreement, dated October 20, 2009, between Williams Field Services – Gulf Coast Company, L.P. (“Williams”) and ATP Oil & Gas Corporation, Marubeni Oil & Gas (USA) Inc. and Nippon Oil Exploration U.S.A. Limited (as “Producers”).