

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

In re: § Chapter 11
ATP Oil & Gas Corporation, §
Debtor. § Case No.: 12-36187
§
§ Hon. Marvin Isgur

**DEBTOR’S MOTION FOR ENTRY OF AN ORDER PURSUANT TO 11 U.S.C. § 365(a)
AUTHORIZING REJECTION OF CERTAIN UNEXPIRED LEASES AND
EXECUTORY CONTRACTS RELATED TO THE DEBTOR’S GOMEZ PROPERTIES
AND ABANDONMENT OF ANY INTERESTS RELATING THERETO**

NOTICE UNDER COMPLEX CASE ORDER

A HEARING WILL BE CONDUCTED ON THIS MATTER ON JUNE 13, 2013
AT 9:30 AM, AT U.S. BANKRUPTCY COURT, 515 RUSK AVENUE,
HOUSTON, TEXAS 77002.

IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN
WRITING, SPECIFICALLY ANSWERING EACH PARAGRAPH OF THIS
PLEADING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU
MUST FILE YOUR RESPONSE WITH THE CLERK OF THE BANKRUPTCY
COURT WITHIN TWENTY-THREE (23) DAYS FROM THE DATE YOU
WERE SERVED WITH THIS PLEADING. YOU MUST SERVE A COPY OF
YOUR RESPONSE ON THE PERSON WHO SENT YOU THE NOTICE;
OTHERWISE, THE COURT MAY TREAT THE PLEADING AS
UNOPPOSED AND GRANT THE RELIEF REQUESTED.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEYS.

TO THE HONORABLE MARVIN ISGUR, UNITED STATES BANKRUPTCY JUDGE:

ATP Oil & Gas Corporation (“**ATP**” or the “**Debtor**”) submits this Motion (the
“**Motion**”) for entry of an order authorizing it to reject certain unexpired leases and executory
contracts related to its Gomez Properties (as defined below), and/or to the extent necessary to
effectuate the relief sought herein, to abandon any continuing interest that the estate has in the



subject properties or leasehold interests. In support of its Motion, the Debtor respectfully states as follows:

I. PRELIMINARY STATEMENT

1. The Debtor has long sought a consensual resolution of the economic issues posed by continuing production from its Gomez Properties (as defined below). Burdened by overriding royalty interests that siphon nearly 75% of gross production proceeds, and uneconomic infrastructure agreements, the Gomez Properties cannot generate any net revenue for the Debtor's estate but instead create unbearable losses, a problem that would only be exacerbated with the inevitable decline of production volumes from the producing wells. Indeed, the absence of any value in the Gomez Properties is borne out by the Debtor's completion of an extensive marketing process through which the Debtor sought—but could not find—any bidder for the Gomez Properties willing to bid in excess of the overriding royalty interests and other burdens thereon. Simply put, the Debtor cannot survive continued losses from the Gomez Properties; it has no one willing to pay any positive value for those properties; and despite months of negotiations with the Gomez Parties (as defined below)—the real stakeholders in those properties—even they cannot fashion an economic approach to continued production. And, at the order of the Department of the Interior, the Gomez Properties are shut-in for the foreseeable future until the Gomez Parties can strike an agreement that would address the substantial decommissioning obligations related to the Gomez Properties. As a result, the Debtor seeks, in its considered business judgment, authority to reject any unexpired leases and executory contracts related to its Gomez Properties and, to the extent necessary to effectuate such rejection and/or to unburden the estate from any continued losses or liability relating thereto, abandonment of any property, right or interest the Debtor has therein or relating thereto.

II. BACKGROUND

2. On August 17, 2012 (the "Petition Date"), the Debtor filed a voluntary petition for relief pursuant to Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (this "Court"). Since the Petition Date, the Debtor has continued to operate and manage its business as a debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. On August 24, 2012, the U.S. Trustee appointed a committee of unsecured creditors (the "Creditors' Committee") and on November 6, 2012, the U.S. Trustee appointed a committee of equity holders (the "Equity Committee") and, together with the Creditors' Committee, the "Committees") in this case.

3. The events leading up to the Petition Date and the facts and circumstances supporting the relief requested herein are set forth in the Declaration of Albert L. Reese, Jr. in Support of First Day Pleadings [Dkt. No. 28] (the "Reese Declaration") filed on the Petition Date and incorporated herein by reference.

A. *The Debtor's Business and the Gomez Properties*

4. The Debtor's Gomez properties are deepwater leases involving all or parts of three offshore blocks, including Mississippi Canyon ("MC") 711, 754 and 755 (collectively, the "Gomez Properties"). The Debtor owns 100% of the working interests in the MC 711 and 755 blocks and a 75% working interest in block MC 754. Block MC 711 of the Gomez Properties is now producing; additional undrilled locations with proved reserves are also located on block MC 711.

5. In the months following the Petition Date, the Debtor operated the Gomez Properties at a steep cost, while production revenues rapidly declined. From any gross revenues of production on the Gomez Properties, the Debtor was required to make substantial distributions to the U.S. Government and to permanent royalty holders. In addition, the Debtor was

responsible for operating expenses relating to the Gomez Properties, including the costs of all crews, maintenance, insurance, and other expenses associated with (a) the *ATP Innovator* (the “**Innovator**”), a floating production facility located on MC 711, (b) the export pipeline that transports production to sales points (the “**Gomez Pipeline**”) and (c) the subsea infrastructure that supports the Gomez Properties, as well as for the payment of various non-routine costs associated with maintaining the Debtor’s operations related thereto (such as certain statutory and regulatory-related costs and expenses). Moreover, to the extent the Gomez Properties are producing, the Debtor also incurs substantial obligations for processing and transportation costs, both to the owner of the *Innovator*, ATP Infrastructure Partners, LP (“**ATP-IP**”)—to which the Debtor must pay a per-unit production fee under a Platform Use Agreement that gives the Debtor exclusive use of the platform—and to Gomez Hub Pipeline Partners (“**GHPP**,” and, collectively with ATP-IP and the holders of ORRIs and NPIs on the Gomez Properties, the “**Gomez Parties**”), the owner of the Gomez Pipeline.

6. In addition, on account of any monthly hydrocarbon production, the Debtor also is required to make payments to the holders of term ORRIs (to whom amounts are payable within 30-60 days following production, depending on the terms agreed to by the Debtor prior to the Petition Date (each, an “**ORRI Payment**”). And as noted above, with respect to the Gomez Properties, the burdens of the ORRI Payments are substantial, and their effect on cash flow is particularly severe: prior to the Petition Date, the Debtor entered into agreements by which almost 75% of the gross revenues from any production that occurs from the Gomez Properties must be distributed to such term ORRI holders.

7. For the first six months of this Chapter 11 case, although the Debtor was cash-flow positive from Gomez production for such period *before* accounting for these payments, the

Debtor's overall cash position declined after giving effect to such payments. And beginning with their March 2013 hydrocarbon payments, the Debtor determined that it would be cash-flow negative even before such payments, and after accounting for such payments, would incur losses that were likely to exceed \$5 million per month.

8. When the nature of this financial landscape became clear, the Debtor commenced negotiations with the Gomez Parties in an attempt to restructure its various obligations with respect to the Gomez Properties on a mutually acceptable basis. Towards that end, the Debtor and its professionals engaged in numerous in-person and telephonic meetings with the Gomez Parties in an attempt to reach a consensual resolution. However, despite the relative parties' good-faith efforts to resolve these issues, those negotiations proved unsuccessful.

B. The Debtor's Gomez Shut-In Motion

9. As a result, unable to maintain economical production of its Gomez Properties or to reach agreement with the Gomez stakeholders, the Debtor filed its *Emergency Motion Pursuant to 11 U.S.C. §§ 105(a), 363, 1107(A) and 1108 for Entry of an Order (A) Approving the Shut-In of the Debtor's Gomez Properties and (B) Granting Related Relief* [Dkt. No. 1494] (the "**Shut-In Motion**"). After a preliminary hearing on the Shut-In Motion on February 28, 2013, the Court entered its Order Regarding Shut In of Gomez Wells (the "**February Shut-In Order**"). The February Shut-In Order was structured to allow the Debtor to continue production relating to the Gomez Properties at the same cost to the estate as if the Debtor had shut-in the wells for the month of March 2013. At the final hearing on the Shut-In Motion on March 28, 2013, the Gomez parties reached an accommodation that reduced the Debtor's expenses for infrastructure and ORRI costs sufficient to allow the Debtor to operate the Gomez Properties through the month of April 2013. As of the filing of this Motion, the parties had not yet

submitted their proposed order documenting that agreement to the Court, but expect to do so imminently.

10. Throughout the month of April 2013, the Debtor continued its attempts to negotiate a consensual restructuring with the various Gomez parties—a deal that would allow continued production from the Gomez Properties for the benefit of the ORRI holders and other stakeholders, while also providing sufficient funding to the Department of the Interior (“**Interior**”) to adequately address the Debtor’s decommissioning obligations with respect to the Gomez Properties. But despite the parties’ good faith, spirited discussions, they could not come to agreement.

C. The BSEE Shut-In Order

11. Concurrently, the Debtor also engaged in negotiations with the Bureau of Ocean Energy Management (“**BOEM**”) (the regulatory agency under Interior with governing authority over the Debtor’s federal offshore oil and gas leases) regarding its December 20, 2012 Order requiring the Debtor to, among other things, provide supplemental bonding in the amount of approximately \$139 million by early February 2013, to cover potential costs of plugging, abandonment, site clearance, removal and restoration (“**Decommissioning Obligations**”) for the various wells, equipment, platforms, pipelines, facilities, and structures associated with or attributable to the Gomez Properties (the “**December 20 Order**”). These good faith negotiations spanned several months; however, the parties remained far apart on any resolution of the Decommissioning Obligations with respect to the Gomez Properties. On March 14, 2013, as a result of the Debtor having not yet provided supplemental bonding as required by the December 20 Order, BOEM issued an Incident of Noncompliance (“**INC**”). And on April 24, 2013, the Bureau of Safety and Environmental Management (“**BSEE**”) ordered the Debtor to shut-in operations on Lease OCS-G 14016 (MC 711) (the “**BSEE Shut-In Order**”). *See* Dkt. No. 1754.

D. No Interest in Gomez

12. Meanwhile, beginning in November 2012, the Debtor engaged in a robust sale process to market substantially all of its assets, including the Gomez Properties. This process culminated in the Debtor's receipt of multiple bids for certain of its assets, and included an extension of the initial bid deadline for bids on the Debtor's deepwater assets from March 19, 2013 to May 2, 2013. As a result of its marketing process, the Debtor received five bids for some portions of the Debtor's assets. Significantly, none of the bids submitted as part of that process sought to acquire the Gomez Properties or any interest therein; indeed, the only party to indicate any interest in the Gomez Properties ascribed negative value to such properties for purposes of its bid, after giving effect to the existing burdens thereon, including the Decommissioning Obligations.

13. The Debtor conducted an auction on May 7, 2013, at which it determined that the credit bid submitted by the DIP Lenders was the highest and best bid offered at the auction. This credit bid, like the other bids received by the Debtor, does not seek to acquire the Gomez Properties. At present, the Debtor does not have future funding available to it to either continue to fund operations at, or to fund the expenses associated with the continued shut-in of, the Gomez Properties. This is no surprise, as any continued funding of those costs would be at a net loss to the estate.

14. Debtor and Interior have engaged in discussions concerning the Decommissioning Obligations of the remaining properties, including the Gomez Properties, and the Debtor believes, in good faith, that the parties are close to reaching an agreement which, by the time of the hearing on this Motion, should be finalized as to how the Decommissioning Obligations associated with the Gomez Properties will be treated by the government with respect to the

Debtor's estate. The Debtor has been cooperating with Interior in its efforts to also explore alternative sources from which the Decommissioning Obligations may be addressed.

III. JURISDICTION AND VENUE

15. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The statutory predicates for the relief requested herein are Sections 105(a), 365(a), 554, 1107(a) and 1108 of title 11 of the Bankruptcy Code and Rules 6006, 6007, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

IV. RELIEF REQUESTED

16. By this Motion, pursuant to Section 365(a) of the Bankruptcy Code and Bankruptcy Rules 6006 and 9014, the Debtor requests entry of an order, substantially in the form submitted herewith, authorizing the Debtor to reject the unexpired leases and executory contracts listed on **Exhibit A** attached hereto, all of which relate to the Debtor's Gomez Properties (collectively, the "**Gomez Agreements**") as of the entry date of such order (the "**Rejection Date**").

17. Specifically, the Debtor seeks to reject (i) the OCS Leases for its Gomez Properties, (ii) the infrastructure agreements relating to the *Innovator* platform, (iii) the contracts associated with production, marketing, and sale of the hydrocarbons from the Gomez Properties, and (iv) to the extent they may be executory, the ORRI agreements and/or conveyances related to the Gomez Properties.

A. *OCS Leases*

18. As noted above, the Gomez Properties consist of all or part of three (3) OCS Leases: MC 711, 754, and 755 (the "**Gomez Leases**"), which leases are described more fully on **Exhibit A-1** attached hereto.

B. The Infrastructure Agreements

19. As also described above, the Debtor is party to various agreements with ATP-IP and GHPP related to the *Innovator* and its related infrastructure, which are listed on Exhibit A-2 attached hereto, each of which the Debtor seeks to reject. Such agreements include, without limitation: (a) a Platform Use Agreement dated as of March 6, 2009, related to the *Innovator* platform to which the Debtor and ATP-IP are parties; and (b) certain agreements to which the Debtor and GHPP are parties, including (i) a Gas Gathering Agreement, (ii) an Oil Export Agreement, and (iii) a Pipeline Operating and Maintenance Agreement, each dated as of September 28, 2009, pursuant to which the Debtor utilizes the pipelines owned by GHPP to operate and transport oil and gas production from the Gomez Properties to market.

20. Among the other infrastructure-related agreements listed in Exhibit A-2, the Debtor also seeks to reject various agreements related to ATP-IP itself, including (a) that certain General and Administrative Services Agreement dated as of March 6, 2009, (b) that certain Investors' Rights Agreement dated of March 6, 2009, and (c) each of the Limited Liability Company Agreements related to (i) ATP-IP-GP, LLC, (ii) ATP IP-LP, LLC and (iii) ATP Holdco, LLC (each of which is described in further detail in Exhibit A-2).

C. Hydrocarbon Production

21. Similarly, the Debtor seeks to reject the various agreements related to production, handling, marketing, and sales of its hydrocarbon production from the Gomez Properties. These agreements are further described on Exhibit A-3 attached hereto.

D. Overriding Royalty Interests

22. Finally, to the extent that this Court ultimately determines that the ORRI conveyances agreements and any ancillary documents relating thereto (collectively, the “**Gomez ORRI Agreements**”) are executory contracts within the meaning of Section 365 of the

Bankruptcy Code, the Debtor seeks authority to reject the Gomez ORRI Agreements as of the Rejection Date. These agreements are more fully described on Exhibit A-4 attached hereto.

V. BASIS FOR REQUESTED RELIEF

23. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession may, subject to the court's approval, "assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a); *see also Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*, 83 F.3d 735, 741 (5th Cir. 1996). Section 365(a) "allows a [debtor] to relieve the bankruptcy estate of burdensome agreements which have not been completely performed." *Id.* quoting *In re Murexco Petroleum, Inc.*, 15 F.3d 60, 62 (5th Cir. 1994).

24. Whether an executory contract should be assumed or rejected is a question left to a debtor's business judgment. *See Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985); *see also, Lifemark Hospitals, Inc. v. Liljeberg Enters., Inc. (Matter of Liljeberg Enters., Inc.)*, 304 F.3d 410, 438 (5th Cir. 2002). Indeed, courts regularly hold that the business judgment standard applies to a debtor's request for authority to reject oil and gas leases, and in applying this standard, courts show great deference to the debtor's decision. *See, e.g., GBL Holding Co., Inc. v. Blackburn/Travis/Cole, Ltd.*, 331 B.R. 251, 254 (N.D. Tex. 2005) (noting "great judicial deference" is given to the debtor's exercise of its business judgment); *see also Summit Land Co. v. Allen (In re Summit Land Co.)*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (absent extraordinary circumstances, court approval of a debtor's decision to reject an executory contract "should be granted as a matter of course"). In short, so long as a debtor reasonably believes in the exercise of its discretion that rejection will likely benefit the debtor's estate, the court will defer to the debtor's assessment. *See, e.g., In re Balco Equities, Inc.*, 323 B.R. 85, 99 (Bankr. S.D.N.Y. 2005) ("In determining whether the debtor has employed reasonable business discretion, the court for the most part must only determine that the rejection

will likely benefit the estate.”); *see also In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) (“A debtor’s decision to reject an executory contract must be summarily affirmed unless it is the product of bad faith, or whim or caprice.”) (internal citations omitted).

25. Here, in the exercise of its sound and considered business judgment, the Debtor has determined not only that the Gomez Agreements are not necessary to the Debtor’s continued business operations or its reorganization efforts, but also that such agreements cannot be performed on a going-forward basis without materially harming the Debtor’s ability to reorganize, and that, consequently, they should be rejected. As noted above, continued operation of the Gomez Properties would be uneconomical for the Debtor’s estate in light of the declining production from such properties and the burden of the ORRI and infrastructure payments related to those properties, without any significant restructuring of such agreements. The Gomez Properties have been shut-in since April 30, 2013, with no prospect for reversing the BSEE Shut-In Order without a significant restructuring of the ORRI and infrastructure obligations on the Gomez Properties. Despite this, and despite months of good faith negotiations with the Gomez Parties, the Debtor has been unable to reach any accommodations from the Gomez Parties that would allow continued production of the Gomez Properties on an economical basis. Without such agreement, the Debtor and its estate cannot afford to operate, or even maintain, the Gomez Properties at a substantial loss that threatens the viability of its reorganization efforts.

A. Continued Operation of the Gomez Properties Is Uneconomical

26. Prior to the shut-in, the cash flow from the PDP reserves on the Gomez Properties was insufficient to pay all lifting expenses and make the contractually obligated distributions to NPI/ORRI holders and infrastructure parties. Moreover, even independent of the NPI/ORRI and infrastructure expenses, these cash flows do not provide sufficient capital to address the approximately \$154 million in supplemental bonding assessed by BOEM against the Debtor for

the Gomez Properties. Indeed, beginning in March 2013, the Debtor projected losses of approximately \$6 million for each month of continued production.

B. The Shut-In Order

27. As a result of these plain economics, Interior issued the BSEE Shut-In Order in late April. Pursuant to the terms of that order, the Gomez Properties must remain shut in until such time as the Debtor addresses its Decommissioning Obligations with respect to the Gomez Properties to Interior's satisfaction. Yet even in this shut-in state, the Debtor continues to incur certain fixed infrastructure costs related to minimum throughput requirements from the *Innovator* and the Gomez Pipeline—costs independent of any production through the *Innovator* platform—without any revenues from hydrocarbon production with which to pay them. In addition, the Debtor must continue to fund the costs of securing, manning, and insuring the *Innovator*. The Debtor expects that the sum of these fixed costs may exceed \$5 million per month until rejection of the Gomez Agreements.¹

28. Similarly, the Debtor's only source of funds with which to address the Decommissioning Obligations on the Gomez Properties—and, thus, satisfy the conditions necessary for rescission of the BSEE Shut-In Order—is the hydrocarbon production from the Gomez Properties: a source unavailable to the Debtor during the course of the shut-in.

29. While the Debtor, with monies provided under its DIP Credit Agreement, had previously funded its losses on the Gomez Properties, the Debtor's estate will have no monies available to it, following consummation of a sale of substantially all of its assets, to fund ongoing losses with respect to the Gomez Properties, even in a reduced-cost shut-in state.

¹ While the Debtor disputes that any such costs will be entitled to administrative expense priority, this issue remains hotly contested. And the Debtor maintains that the most efficient method of resolving this dispute is through the entry of an order authorizing the rejection of the Gomez Agreements.

C. No Agreement with Gomez Parties to Date

30. With these bleak economic realities in mind, the Debtor has tirelessly sought, for the past several months, to negotiate with the Gomez Parties and Interior to restructure various obligations such that the Debtor could continue to operate the Gomez Properties in an economical manner and provide funds to Interior to address its Decommissioning Obligations. These negotiations began in earnest in February 2013 and continued even after the entry of the BSEE Shut-In Order. Despite all of the parties' best efforts, however, none of those discussions have borne fruit and the Debtor's estate remains saddled with costs it cannot bear.

31. The Debtor's estate cannot continue to incur losses on Gomez while attempting to broker a deal. In light of the BSEE Shut-In Order, and the Debtor's lack of access to any source of capital to address its Decommissioning Obligations such that Interior might allow the Debtor to resume operations at the Gomez Properties, the Debtor is left in the position not of operator but of broker of whatever deal can be struck between Interior and the Gomez Parties. The parties all agree that any solution that would allow continued production from the Gomez Properties must involve a consensual agreement among Interior, the NPI/ORRI holders, and the Infrastructure Parties. And the Debtor seeks to serve as a resource to facilitate such a deal.

32. However, the Debtor simply cannot afford to act as a go-between for the various Gomez parties—and fund continued shut-in operations at Gomez—when doing so results only in losses to the Debtor's estate. As noted above, following consummation of the sale transaction, the Debtor will have no source of funds from which to continue to fund losses with respect to the Gomez Properties.

33. Accordingly, in the exercise of its sound business judgment, the Debtor has determined that rejection of the Gomez Agreements is in the best interests of the Debtor, its estate, its creditors, and other parties in interest. The Gomez Agreements are not necessary for

the Debtor's reorganization efforts. To the contrary, the Gomez Properties, and their related agreements, have hindered the Debtor's ability to reorganize. At most the Gomez Agreements promote the interests of only a small handful of parties—the counterparties to the Gomez Agreements—while saddling the estate with enormous administrative expenses which the Debtor lacks any means of satisfying, all to the profound detriment of the remainder of the estate's creditors and other stakeholders. Indeed, there is no foreseeable option for restructuring or selling the Debtor's Gomez Properties in any fashion that would result in a net positive return to the estate. Nor are the Gomez Agreements necessary to continued operation of the Debtor's business—even when producing, the Debtor operates the Gomez Properties at a loss. For now, with the Gomez Properties shut-in, and no realistic upside for the Debtor should production recommence, the Debtor respectfully submits that rejection of the Gomez Agreements is in the best interests of its estate.

VI. ABANDONMENT

34. To the extent that the Court determines that it is necessary to effectuate the substantive relief sought by the Debtor in its request for authority to reject the Gomez Leases, the Debtor concurrently requests authority to abandon any property, right or interest the Debtor has in the Gomez Properties or relating thereto pursuant to Section 554 of the Bankruptcy Code.

35. Section 554 allows a debtor, after notice and a hearing, to “abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554. As the Debtor has shown through numerous pleadings and testimony before this Court, the Gomez Leases are “burdensome to the estate.” And, as described above, the Debtor could not locate a purchaser interested in the Gomez Leases after an extensive sale process. Simply put, the burden of the NPI/ORRI and infrastructure costs make the Gomez Properties, and any leases or contracts relating thereto, uneconomical to operate. In their current

shut-in state, the Gomez Leases generate expenses with no offsetting hydrocarbon production, and the Debtor's estate has insufficient funds to address its Decommissioning Obligations with respect to the Gomez Leases.

36. Accordingly, because the Gomez Leases are burdensome to the estate, and because they do not pose an immediate and identifiable harm, in the event the Court denies the Debtor's request to reject the Gomez Leases, the Debtor respectfully requests authority to abandon them.

VII. NOTICE

37. Notice of this Motion shall be provided in accordance with this Court's Order Establishing Notice Procedures [Docket No. 132]. Notice shall also be provided to all of the counterparties to the agreements listed on Exhibit A.

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WHEREFORE, the Debtor respectfully request that the Court enter an order granting the relief requested by this Motion and such further relief as may be just and necessary under the circumstances.

Dated: May 22, 2013

Respectfully submitted,

MAYER BROWN LLP

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**ATTORNEYS FOR THE DEBTOR AND DEBTOR-
IN-POSSESSION**

Exhibit A

Exhibit A – Part 1Gomez Leases

COUNTERPARTY	Address 1	Address 2	City	State	Zip	DESCRIPTION
United States, Bureau of Ocean Energy Management	Attn: Adjudication Section	1201 Elmwood Park Blvd.	New Orleans	LA	70123	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 14016, dated May 1, 1993, wherein debtor has a leasehold interest
United States, Bureau of Ocean Energy Management	Attn: Adjudication Section	1201 Elmwood Park Blvd.	New Orleans	LA	70123	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 24104, dated June 1, 2002, wherein debtor has a leasehold interest
United States, Bureau of Ocean Energy Management	Attn: Adjudication Section	1201 Elmwood Park Blvd.	New Orleans	LA	70123	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 24105, dated June 1, 2002, wherein debtor has a leasehold interest

Exhibit A – Part 2Infrastructure Agreements

COUNTERPARTY	Address 1	Address 2	City	State	Zip	DESCRIPTION
ATP Holdco, LLC	4600 Post Oak Place	Suite 200	Houston	TX	77027-9726	Assignment Agreement of General Partner Interst and Subordinated Units dated March 6, 2009
ATP Holdco, LLC	4600 Post Oak Place	Suite 200	Houston	TX	77027-9726	Contribution and Purchase Agreement between ATP Infrastructure Partners, L.P., ATP IP-GP, LLC, ATP IP-LP, LLC, ATP Holdco, LLC and EFS-R LLC dated February 13, 2009
ATP Holdco, LLC	4600 Post Oak Place	Suite 200	Houston	TX	77027-9726	Investors Rights Agreement between ATP Infrastructure Partners, L.P., ATP IP-GP, LLC, ATP Oil & Gas Corporation, ATP IP-LP, LLC, ATP Holdco, LLC, and EFS-R, LLC dated March 6, 2009
ATP Infrastructure Partners, L.P.	4600 Post Oak Place	Suite 200	Houston	TX	77027-9726	Bill of Sale and Conveyance for ATP Innovator and related assets dated March 6, 2009
ATP Infrastructure Partners, L.P.	4600 Post Oak Place	Suite 200	Houston	TX	77027-9726	Contribution and Purchase Agreement between ATP Infrastructure Partners, L.P., ATP IP-GP, LLC, ATP IP-LP, LLC, ATP Holdco, LLC and EFS-R LLC dated February 13, 2009
ATP Infrastructure Partners, L.P.	4600 Post Oak Place	Suite 200	Houston	TX	77027-9726	Escrow Agreement between ATP Infrastructure Partners, L.P., EFS-R LLC, and JP Morgan Chase Bank, National Association dated March 13, 2009
ATP Infrastructure Partners, L.P.	4600 Post Oak Place	Suite 200	Houston	TX	77027-9726	General and Administrative Services Agreement dated March 6, 2009
ATP Infrastructure Partners, L.P.	4600 Post Oak Place	Suite 200	Houston	TX	77027-9726	Investors Rights Agreement between ATP Infrastructure Partners, L.P., ATP IP-GP, LLC, ATP Oil & Gas Corporation, ATP IP-LP, LLC, ATP Holdco, LLC, and EFS-R, LLC dated March 6, 2009
ATP Infrastructure Partners, L.P.	4600 Post Oak Place	Suite 200	Houston	TX	77027-9726	Platform Use Agreement dated March 6, 2009 between ATP Infrastructure Partners, L.P. and ATP Oil & Gas Corporation, which pertains to the Gomez Platform (aka the ATP Innovator Platform) located on Mississippi Canyon 711.

ATP IP-GP, LLC	4600 Post Oak Place	Suite 200	Houston	TX	77027-9726	Contribution and Purchase Agreement between ATP Infrastructure Partners, L.P., ATP IP-GP, LLC, ATP IP-LP, LLC, ATP Holdco, LLC and EFS-R LLC dated February 13, 2009
ATP IP-GP, LLC	4600 Post Oak Place	Suite 200	Houston	TX	77027-9726	General and Administrative Services Agreement dated March 6, 2009
ATP IP-GP, LLC	4600 Post Oak Place	Suite 200	Houston	TX	77027-9726	Investors Rights Agreement between ATP Infrastructure Partners, L.P., ATP IP-GP, LLC, ATP Oil & Gas Corporation, ATP IP-LP, LLC, ATP Holdco, LLC, and EFS-R, LLC dated March 6, 2009
ATP IP-LP, LLC	4600 Post Oak Place	Suite 200	Houston	TX	77027-9726	Contribution and Purchase Agreement between ATP Infrastructure Partners, L.P., ATP IP-GP, LLC, ATP IP-LP, LLC, ATP Holdco, LLC and EFS-R LLC dated February 13, 2009
ATP IP-LP, LLC	4600 Post Oak Place	Suite 200	Houston	TX	77027-9726	Investors Rights Agreement between ATP Infrastructure Partners, L.P., ATP IP-GP, LLC, ATP Oil & Gas Corporation, ATP IP-LP, LLC, ATP Holdco, LLC, and EFS-R, LLC dated March 6, 2009
EFS-R LLC	800 Long Ridge Road		Stamford	CT	06927	Investors Rights Agreement between ATP Infrastructure Partners, L.P., ATP IP-GP, LLC, ATP Oil & Gas Corporation, ATP IP-LP, LLC, ATP Holdco, LLC, and EFS-R, LLC dated March 6, 2009

Exhibit A – Part 3Hydrocarbon Production Agreements

COUNTERPARTY	Address 1	Address 2	City	State	Zip	DESCRIPTION
Allocation Specialists	PO Box 2726		Houston	TX	77252	Agreement letter to provide quality bank services as related to oil and gas operations at MC 711 date September 1, 2005.
Amberjack Pipeline Company	777 Walker	PO Box 2648	Houston	TX	77002	Off Shore Tie-In agreement for Offshore Oil and Gas transport dated October 1, 2004, as amended.
Amberjack Pipeline Company LLC	777 Walker	PO Box 2648	Houston	TX	77002	Offshore Tie-In Agreement (Sub-sea) effective October 1, 2004.
Anadarko E&P Company LP	PO Box 1330		Houston	TX	77251-1330	Offer Agreement dated April 4, 2003.
Anadarko E&P Company LP	PO Box 1330		Houston	TX	77251-1330	Partial Assignment of Operating Rights and Bill of Sale effective April 28, 2003.
Anadarko E&P Company LP	PO Box 1330		Houston	TX	77251-1330	Partial Sale of Operating Rights and Bill of Sale dated April 28, 2003, which conveyed ATP Oil & Gas Corporation an undivided 99% operating rights interest.
Chevron Products Company, a division of Chevron U.S.A. Inc.	1500 Louisiana	4th Floor	Houston	TX	77002-7308	Crude Oil Sale Contract evidenced by confirmation dated February 14, 2006 including Chevron Products Company General Provisions for Crude Oil and Products - Exchanges and Purchases/Sales
Discovery Gas Transmission LLC	2800 Post Oak Blvd.	Level 3	Houston	TX	77056	Dedicated shippers interest agreement in relation to Oil and Gas operations dated February 1, 2008.
Discovery Gas Transmission LLC	2800 Post Oak Blvd.	Level 3	Houston	TX	77056	Dehydration service agreement as it relates to Oil and Gas operations dated February 1, 2008.
Discovery Gas Transmission LLC	2800 Post Oak Blvd.	Level 3	Houston	TX	77056	Interconnect Agreement effective July 1, 2005
Discovery Producer Services LLC	2800 Post Oak Blvd.	Level 3	Houston	TX	77056	Condensate Separation, Handling, Stabilization and Redelivery Agreement dated December 1, 2005
Gomez Hub Pipeline Partners, LP	200 Clarendon Street	55th Floor	Boston	MA	02117	Purchase and Sale Agreement in relation to oil and gas operations dated September 28, 2009, as amended.

Newfield Exploration Co.	363 North Sam Houston Parkway East	#100	Houston	TX	77060	Letter-in-Lieu of Transfer effective July 1, 2012.
Newfield Exploration Co.	363 North Sam Houston Parkway East	#100	Houston	TX	77060	Security Agreement and Financing Statement effective January 23, 2007
Newfield Exploration Company	363 North Sam Houston Parkway East	#100	Houston	TX	77060	Amendment of Offshore Operating Agreement effective January 23, 2008
Newfield Exploration Company	363 North Sam Houston Parkway East	#100	Houston	TX	77060	Offshore Operating Agreement effective October 1, 2004.
Newfield Exploration Company	363 North Sam Houston Parkway East	#100	Houston	TX	77060	Participation Agreement dated October 1, 2004.
Newfield Exploration Company	363 North Sam Houston Parkway East	#100	Houston	TX	77060	Redistributed Burdens and Participation Agreement dated March 6, 2008.
Newfield Exploration Company	363 North Sam Houston Parkway East	#100	Houston	TX	77060	Purchase and Sale Agreement effective January 23, 2007.
Newfield Exploration Company	363 North Sam Houston Parkway East	#100	Houston	TX	77060	Purchase and Sale agreement for counter parties' 50% ownership in property dated January 23, 2007.
Nexen Petroleum Offshore USA Inc	12790 Merit Drive	Suite 800	Dallas	TX	75251	Amendment of Offshore Operating Agreement effective January 23, 2008
Nexen Petroleum Offshore USA Inc	12790 Merit Drive	Suite 800	Dallas	TX	75251	Offshore Operating Agreement effective October 1, 2004.
Nexen Petroleum Offshore USA Inc	12790 Merit Drive	Suite 800	Dallas	TX	75251	Participation Agreement dated October 1, 2004.
Nexen Petroleum Offshore USA Inc	12790 Merit Drive	Suite 800	Dallas	TX	75251	Purchase and Sale Agreement effective January 23, 2007.
Shell Offshore	701 Poydras		New Orleans	LA	70139	Amberjack Equilon Crossing Agreement related to Off shore oil and gas operations at MC711 dated March 24, 2005
Shell Offshore	701 Poydras		New Orleans	LA	70139	Offshore Tie-In agreement for Offshore Oil and Gas transport dated October 1, 2004.

Shell Pipeline Co. LP	Two Shell Plaza	777 Walker	Houston	TX	77002	Off Shore Tie-In agreement for Offshore Oil and Gas transport dated October 1, 2004, as amended.
Shell Pipeline Co. LP	Two Shell Plaza	777 Walker	Houston	TX	77002	Pipeline Crossing Agreement related to a 10 inch right of way crossing in relation to off shore oil and gas operations dated March 24, 2005.
Shell Trading (US) Company	1000 Main St.	Level 12	Houston	TX	77002	Transfer/Division of sale proceeds in relation to oil and gas operations dated February 1, 2010, as amended.
W&T Offshore Inc.	9 Greenway Plaza	Suite 300	Houston	TX	77046	Letter-in-Lieu of Transfer effective July 1, 2012.

Exhibit A – Part 4Overriding Royalty Interests

COUNTERPARTY	Address 1	Address 2	City	State	Zip	DESCRIPTION
Citibank, N.A.	390 Greenwich Street	7th Floor	New York	NY	10013	Conveyance of Term Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Citicorp North America, Inc.; Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Investments LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy I LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
CRT Series, A Separate Series of Q-Blk Co-Investment Fund II, L.P.	601 Union Street	56th Floor	Seattle	WA	98101	Conveyance of Perpetual Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Americas Corporation; MC VPP LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy II LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
CRT Series, A Separate Series of Q-Blk Co-Investment Fund II, L.P. (Successor to Spectrum Origination LLC).	601 Union Street	56th Floor	Seattle	WA	98101	Conveyance of Term Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Citicorp North America, Inc.; Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Investments LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy I LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.

Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust	5773 Woodway Drive,	#800	Houston	Tx	77057	Conveyance of Perpetual Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Americas Corporation; MC VPP LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy II LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust	5773 Woodway Drive,	#800	Houston	Tx	77057	Conveyance of Term Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Citicorp North America, Inc.; Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Investments LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy I LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
Guggenheim Energy Opportunities Fund, LP	1301 McKinney	Suite 3105	Houston	TX	77010	Term Royalty Owners' Agreement effective March 30, 2010.
Guggenheim Energy Opportunities Fund, LP	1301 McKinney	Suite 3105	Houston	TX	77010	Conveyance of Perpetual Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Americas Corporation; MC VPP LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy II LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.

Guggenheim Energy Opportunities Fund, LP	1301 McKinney	Suite 3105	Houston	TX	77010	Conveyance of Term Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Citicorp North America, Inc.; Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Investments LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy I LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
Hayman ATP Partners LP	2101 Cedar Springs Road	Suite 1400	Dallas	TX	75201	Conveyance of Perpetual Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Americas Corporation; MC VPP LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy II LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
Hayman ATP Partners LP	2101 Cedar Springs Road	Suite 1400	Dallas	TX	75201	Conveyance of Term Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Citicorp North America, Inc.; Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Investments LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy I LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
HBK Main Street Investments, LP	2101 Cedar Springs Road	Suite 700	Dallas	TX	75201	Conveyance of Term Overriding Royalty Interests effective March 1, 2012.

K2 Royalty Corp., Inc.	2520 St. Rose Parkway	Suite 212	Henderson	NV	89074	Conveyance of Perpetual Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Americas Corporation; MC VPP LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy II LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
K2 Royalty Corp., Inc. (Successor to Spectrum Origination LLC).	2520 St. Rose Parkway	Suite 212	Henderson	NV	89074	Conveyance of Term Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Citicorp North America, Inc.; Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Investments LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy I LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
Keba Energy LLC	125 West 55th Street	22nd Floor	New York	NY	10019	Conveyance of Term Overriding Royalty Interest effective December 1, 2011.
Macquarie Americas Corporation	125 West 55th Street	22nd Floor	New York	NY	10019	Conveyance of Perpetual Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Americas Corporation; MC VPP LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy II LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
Macquarie Investments LLC	125 West 55th Street	22nd Floor	New York	NY	10019	Conveyance of Term Overriding Royalty Interest effective March 1, 2011.

Macquarie Investments LLC	500 Dallas Street	Suite 3100	Houston	TX	77002	Conveyance of Term Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Citicorp North America, Inc.; Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Investments LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy I LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
MC VPP LLC	390 Greenwich Street	7th Floor	New York	NY	10013	Conveyance of Perpetual Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Americas Corporation; MC VPP LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy II LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
MTP Energy Infrastructure Finance Fund Corp	1603 Orrington Ave.	13th Floor	Evanston	IL	60201	Conveyance of Perpetual Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Americas Corporation; MC VPP LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy II LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.

MTP Energy Infrastructure Finance Fund Corp	1603 Orrington Ave.	13th Floor	Evanston	IL	60201	Conveyance of Term Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Citicorp North America, Inc.; Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Investments LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy I LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
MTP Energy Infrastructure Finance Fund, LP	1603 Orrington Ave.	13th Floor	Evanston	IL	60201	Conveyance of Perpetual Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Americas Corporation; MC VPP LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy II LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
MTP Energy Infrastructure Finance Fund, LP	1603 Orrington Ave.	13th Floor	Evanston	IL	60201	Conveyance of Term Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Citicorp North America, Inc.; Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Investments LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy I LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
NGP Capital Resources Company	1221 McKinney	Suite 2975	Houston	TX	77010	Conveyance of Term Overriding Royalty Interest, as amended, effective June 1, 2011.
PWP ABV Energy I Energy LLC (now GMZ Energy Holdings LLC)	767 Fifth Avenue		New York	NY	10153	Conveyance of Term Overriding Royalty Interests dated January 26, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to PWP ABV Energy I LLC.

PWP ABV Energy I Energy LLC (now GMZ Energy Holdings LLC)	767 Fifth Avenue		New York	NY	10153	Conveyance of Term Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Citicorp North America, Inc.; Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Investments LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy I LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
PWP ABV Energy II LLC	767 Fifth Avenue		New York	NY	10153	Conveyance of Perpetual Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Americas Corporation; MC VPP LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy II LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
PWP ABV Energy II LLC (now TM Energy Holdings LLC)	767 Fifth Avenue		New York	NY	10153	Conveyance of Perpetual Overriding Royalty Interests dated January 26, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to PWP ABV Energy II LLC.
PWP ABV Energy II LLC (now TM Energy Holdings LLC)	767 Fifth Avenue		New York	NY	10153	Conveyance of Perpetual Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Americas Corporation; MC VPP LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy II LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.

Sankaty ATP LLC	John Hancock Tower, 200 Clarendon St.	Floor 41	Boston	MA	02116-5016	Conveyance of Term Overriding Royalty Interests effective March 1, 2012.
Sankaty Credit Opportunities IV, L.P.	John Hancock Tower, 200 Clarendon St.	Floor 41	Boston	MA	02116-5016	Conveyance of Term Overriding Royalty Interests effective March 1, 2012.
Sankaty Managed Account (UCAL), L.P.	John Hancock Tower, 200 Clarendon St.	Floor 41	Boston	MA	02116-5016	Conveyance of Term Overriding Royalty Interests effective March 1, 2012.
Spectrum Investment Partners, L.P. (successor to Spectrum Origination LLC)	1250 Broadway	Suite 810	New York	NY	10001	Conveyance of Perpetual Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Americas Corporation; MC VPP LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy II LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
Spectrum Investment Partners, L.P. (Successor to Spectrum Origination LLC).	1250 Broadway	Suite 810	New York	NY	10001	Conveyance of Term Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Citicorp North America, Inc.; Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Investments LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy I LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.

Stonehill Institutional Partners, L.P. (successor to Spectrum Origination LLC)	c/o Stonehill Capital Mgmt. LLC	885 Third Avenue, 30th Floor	New York	NY	10022	Conveyance of Perpetual Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Americas Corporation; MC VPP LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy II LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
Stonehill Institutional Partners, L.P. (Successor to Spectrum Origination LLC).	c/o Stonehill Capital Mgmt. LLC	885 Third Avenue, 30th Floor	New York	NY	10022	Conveyance of Term Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Citicorp North America, Inc.; Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Investments LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy I LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
Triangle Peak Partners Private Equity, LP	P. O. Box 3788		Carmel	CA	93921	Conveyance of Perpetual Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Americas Corporation; MC VPP LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy II LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.

Triangle Peak Partners Private Equity, LP	P. O. Box 3788		Carmel	CA	93921	Conveyance of Term Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Citicorp North America, Inc.; Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Investments LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy I LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
US Taxable Series, A Separate Series of Q-Blk Co-Investment Fund II, L.P.	601 Union Street	56th Floor	Seattle	WA	98101	Conveyance of Perpetual Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Americas Corporation; MC VPP LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy II LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
US Taxable Series, A Separate Series of Q-Blk Co-Investment Fund II, L.P. (Successor to Spectrum Origination LLC).	601 Union Street	56th Floor	Seattle	WA	98101	Conveyance of Term Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Citicorp North America, Inc.; Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Investments LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy I LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.

US Tax-Exempt Series, A Separate Series of Q-Blk Co-Investment Fund II, L.P.	601 Union Street	56th Floor	Seattle	WA	98101	Conveyance of Perpetual Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Americas Corporation; MC VPP LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy II LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.
US Tax-Exempt Series, A Separate Series of Q-Blk Co-Investment Fund II, L.P. (Successor to Spectrum Origination LLC).	601 Union Street	56th Floor	Seattle	WA	98101	Conveyance of Term Overriding Royalty Interests dated January 5, 2010, effective October 1, 2009, from ATP Oil & Gas Corporation to Citicorp North America, Inc.; Gerald W. Schlieff and Candace R. Schlieff 2006 Charitable Remainder Trust; Guggenheim Energy Opportunities Fund, LP; Hayman ATP Partners LP; Macquarie Investments LLC; MTP Energy Infrastructure Finance Fund Corp I-A; MTP Energy Infrastructure Finance Fund, LP; PWP ABV Energy I LLC; Spectrum Origination LLC; and Triangle Peak Partners Private Equity, LP.

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

In re:	§	Chapter 11
	§	
ATP Oil & Gas Corporation,	§	Case No.: 12-36187
	§	
Debtor.	§	Hon. Marvin Isgur

**ORDER AUTHORIZING REJECTION OF CERTAIN UNEXPIRED LEASES AND
EXECUTORY CONTRACTS RELATED TO THE DEBTOR'S GOMEZ PROPERTIES
AND ABANDONMENT OF ANY INTERESTS RELATING THERETO**

Upon the motion of ATP Oil & Gas Corporation (“**ATP**” or the “**Debtor**”) pursuant to 11 U.S.C. §§ 105, 365, 554, 1107 and 1108 for an Order authorizing rejection of certain unexpired leases and executory contracts related to the Debtor’s Gomez properties and abandonment of any continuing interest that the Debtor’s estate has in the subject properties or leasehold interests (the “**Motion**”); and the Court having reviewed the Motion; and notice of the Motion having been adequate and appropriate under the circumstances; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing to the Court that granting the relief requested is in the best interest of the Debtor, its estate, its creditors, and other parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as provided herein. All capitalized terms used herein but otherwise not defined shall have the meanings set forth in the Motion.
2. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the hearing on the Motion, are overruled.

3. Pursuant to Section 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Debtor's rejection of the Gomez Agreements is hereby approved and shall be effective as of the date of this Order.

4. Pursuant to Section 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, the Debtor's abandonment of the Gomez Leases is hereby approved and shall be effective as of the date of this Order.

5. Claims arising out of the rejection and or abandonment effected pursuant to this Order must timely be filed in accordance with the Order Pursuant to Bankruptcy Sections 105 and 502, and Bankruptcy Rules 2002, 3003(c)(3), and 9007 (I) Setting General Bar Date and Procedures for Filing Proofs of Claim and (II) Approving Form and Manner of Notice Thereof [Docket No. 855] and Bankruptcy Local Rule 3003-1 on or before the date that is 30 days after the date hereon, and that absent a timely filing such claim shall be irrevocably barred.

6. Notice of the Motion and the relief requested therein with respect to the Gomez Agreements satisfies Bankruptcy Rules 6006 and 6007.

7. The notice procedures set forth in the Motion with respect to the Gomez Agreements are good and sufficient notice and satisfy Bankruptcy Rule 9014 by providing the counterparties to the Gomez Agreements with notice and an opportunity to object and be heard at a hearing.

8. Proper, timely, adequate, and sufficient notice of the Motion has been provided in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Bankruptcy Local Rules, and no other or further notice of the Motion or the entry of this Order shall be required.

9. Any stay of this Order, whether arising from Rules 6004 and/or 6006 of the Federal Rules of Bankruptcy Procedure or otherwise, is hereby expressly waived and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

10. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

SIGNED this ____ day of June, 2013.

MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE