

Granted after hearing held on 9/25/2015.



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: September 25, 2015.

**H. CHRISTOPHER MOTT
UNITED STATES BANKRUPTCY JUDGE**

**IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

In re:	§	
	§	Case No. 15-10003-hcm
WBH ENERGY, LP,	§	
WBH ENERGY PARTNERS LLC	§	Chapter 11
WBH ENERGY GP, LLC	§	
	§	
Debtors.	§	Jointly Administered

**STIPULATION AND AGREED ORDER MODIFYING PRIOR STIPULATION AS
RELATING TO PAYMENTS FROM COPANO FIELD SERVICES/
NORTH TEXAS LLC**

This stipulation and agreed order (the “Stipulation”) is made by and among WBH Energy, LP, (“LP”), WBH Energy Partners LLC (“Energy Partners”), WBH Energy GP, LLC (“GP”, and collectively with LP and Energy Partners, the “Debtors”), CL III Funding Holding Company, LLC (“Castlelake”), U.S. Energy Development Corporation (“USED”), and Copano Field Services/North Texas LLC (“Copano”) and together with the Debtors, Castlelake, USED and Copano, the “Parties”).

WHEREAS, Copano is the purchaser of certain hydrocarbons (the “Copano Hydrocarbons” from Energy Partners and/or LP pursuant to five contracts (the “Copano Contracts”);

WHEREAS, on February 24, 2015 the Court entered a Stipulation and Agreed Order (the “Original Stipulation”) by and between the Parties, along with Enterprise Crude Oil, LLC (not a party to this Stipulation), requiring Copano to pay any and all funds owed to LP pursuant to the Copano Contracts to the following account: Texas Capital Bank, Account Number 4111004786, Routing Number 111017979 (the “Original Account”). The Original Stipulation requires Copano to continue to make payments to the Original Account pending further order.

WHEREAS, there are five (5) contracts between Copano and LP and/or Energy Partners.

WHEREAS, on September 4, 2015 an order was entered confirming Debtors’ plan of reorganization which modified the Original Stipulation to provide that funds due from only one of the five Copano contracts with LP and/or Energy Partners should be placed into an account identified as KeyBank, account number 329681036912, Routing Number 021300077 (the “New Account”).

WHEREAS, the Parties desire to clarify that all funds owed to LP and/or Energy Partners’ should be deposited into the New Account once this Stipulation and Agreed Order has been approved.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Stipulation, and the covenants and conditions contained herein, the Parties hereby stipulate and agree and the **COURT HEREBY ORDERS AS FOLLOWS:**

1. The Parties stipulate and agree as follows:

- (a) Copano will pay any and all Funds owed to WBH Energy, LP or WBH Energy Partners, LLC under all of the Copano Contracts to USED as operator to the New Account: KeyBank, Account Number 329681036912, Routing Number 021300077, after this Stipulation and Agreed Order is entered.
- (b) No further court orders shall be required to change the parties or the account where payment shall be made by Copano under the Copano Contracts.

2. The Parties agree that the releases in the Original Stipulation continue to apply to Copano and that Copano is released from any claims for payments not made to the New Account until this Order is entered. The Debtors will seek Bankruptcy Court approval of this Stipulation through an agreed order or motion and will seek to have such agreed order or motion heard and considered at the next available omnibus hearing date or sooner. None of the Parties will oppose approval of this Stipulation or an expedited consideration by the Bankruptcy Court of the Stipulation.

3. This Stipulation shall be construed and interpreted in accordance with the laws of the State of Texas, without regard to the choice of law principles of the State of Texas. For purposes of construing this Stipulation, none of the Parties shall be deemed to have been the drafter of the Stipulation.

4. The Parties consent to the jurisdiction of the Bankruptcy Court to hear any matters or disputes arising from or relating to this Stipulation.

5. Facsimile or other electronic copies of signatures on this Stipulation are acceptable, and a facsimile or other electronic copy of a signature on this Stipulation is deemed an original.

6. This Stipulation may be executed in counterparts, each of which is deemed an original, but when taken together constitute one and the same document.

7. The undersigned hereby represent that they are authorized to execute this Stipulation on behalf of their respective clients and have the authority to bind their respective clients.

8. This Stipulation will be effective upon execution by all parties, subject to Bankruptcy Court approval.

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STIPULATED AND AGREED TO BY:

WBH Energy, LP

By: /s/ Jason G. Cohen
Jason G. Cohen
Bracewell & Giuliani LLP

Counsel for the Debtors

WBH Energy Partners, LLC,

By: /s/ Jason G. Cohen
Jason G. Cohen
Bracewell & Giuliani LLP

Counsel for the Debtors

WBH Energy GP, LLC

By: /s/ Jason G. Cohen
Jason G. Cohen
Bracewell & Giuliani LLP

Proposed Counsel for the Debtors

Copano Field Services/North Texas LLC

By: Patricia W. Prewitt

Patricia Williams Prewitt

Law Office of Patricia Williams Prewitt

Counsel for Copano Field Services/North Texas LLC

CL III Funding Holding Company, LLC

By: /s/ Kenneth Green

Kenneth Green

Snow Spence Green LLP

Counsel for Castlelake

U.S. Energy Development Corporation

By: /s/ Eric J. Taube

Eric J. Taube

Taube Summers Harrison Taylor Meinzer Brown L.L.P.

Counsel for USED