

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

**NOTICE OF FILING OF REVISED PRODUCTION PAYMENT AGREEMENT AND
RELATED PROPOSED ORDER
[Related to Dkt. No. 2184]**

PLEASE TAKE NOTICE that attached hereto as Exhibit A is a revised Production Payment Agreement by and among ATP Oil & Gas Corporation (the “**Debtor**”) and certain of the DIP Lenders, for which the Debtor seeks approval in its *Emergency Motion Pursuant to 11 U.S.C. §§ 105(a), 363, 1107(a) and 1108 for Entry of an Order (A) Approving the Debtor’s Sale of a Hydrocarbon Production Payment and (B) Granting Related Relief* (the “**Production Payment Motion**”) [Dkt. No. 2184].

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit B is a redline Production Payment Agreement showing the changes from the version that was filed with the Court at Docket No. 2210.

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit C is a revised proposed order approving the Production Payment Motion.

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit D is a redline version of the proposed order showing the changes from the version that was filed with the Court at Docket No. 2184.

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1236187130716000000000016

Dated: July 16, 2013

Respectfully submitted,

MAYER BROWN LLP

By: /s/ Charles S. Kelley

Charles S. Kelley

Attorney-in-Charge

State Bar No. 11199580

Southern District of Texas Bar No. 15344

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

Exhibit A

[Revised Production Payment Agreement]

EXECUTION VERSION

PRODUCTION PAYMENT AGREEMENT

By and Between

**ATP OIL & GAS CORPORATION,
as Seller,**

and

**AVENUE INTERNATIONAL MASTER, L.P.,
AVENUE INVESTMENTS, L.P.,
CREDIT SUISSE LOAN FUNDING LLC,
FPA CRESCENT FUND,
FPA HAWKEYE-7,
FPA VALUE PARTNERS FUND, and
HAWKEYE FUND LLC,
as Buyers**

**Dated Effective as of
July [], 2013**

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Exhibit A	Conveyance of Production Payment
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Schedule 1	Buyers and Pro Rata Shares

PRODUCTION PAYMENT AGREEMENT

THIS PRODUCTION PAYMENT AGREEMENT (this “**Agreement**”) by and among ATP OIL & GAS CORPORATION, a Texas corporation, whose address is 4600 Post Oak Place, Suite 100, Houston, Texas 77027 (together with its successors and assigns, “**Seller**”), and each of the Persons set forth on Schedule 1 hereto (each, together with its successors and assigns, individually, a “**Buyer**” and, collectively, “**Buyers**”), is entered into effective as of the Effective Time. Seller and each Buyer are each individually a “**Party**” and are collectively the “**Parties**”.

RECITALS

WHEREAS, Seller desires to sell to Buyers a production payment out of Hydrocarbons that may be produced from the Subject Interests and Buyers desire to purchase such production payment, pursuant to the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual benefits and obligations of the Parties contained herein, Buyers and Seller agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. Each capitalized term used herein but not defined herein shall have the meaning given to it in the Conveyance. When used in this Agreement, the following terms shall have the meanings indicated below:

“**Affiliate**” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“**Agreement**” has the meaning set forth in the Preamble.

“**APA Closing**” means the Closing under and as defined in the Asset Purchase Agreement.

“**Associated Parties**” means successors, assigns, directors, officers, employees, agents, contractors, subcontractors, and Affiliates.

“**Backstop Parties**” means Avenue International Master, L.P., Avenue Investments, L.P., Credit Suisse Loan Funding LLC, FPA Crescent Fund, FPA Hawkeye-7, FPA Value Partners Fund, and Hawkeye Fund LLC.

“**Bankruptcy Case**” means the Seller’s Case No. 12-36187 under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court, filed on the Petition Date.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of Texas.

“**Buyer**” and “**Buyers**” have the meaning set forth in the Preamble.

“Claim” means any claim, demand, cause of action, lawsuit, administrative proceeding or arbitral proceeding asserted or filed by any Person, including Seller or Buyers or their Associated Parties.

“Closing” means the consummation of the purchase and sale of the Production Payment contemplated in Article V.

“Closing Date” means the date on which Closing occurs.

“Code” means the Internal Revenue Code of 1986, as amended.

“Conveyance” means the Conveyance of Production Payment of even date herewith, by and between Seller, as Assignor, and Buyers, as Assignees, substantially in the form set forth in Exhibit A attached to this Agreement and made a part hereof for all purposes.

“Effective Time” means 7:00 A.M., Central time, on July [___], 2013.

“Force Majeure” means acts of God, strikes, lockouts, or other industrial disturbances, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints and prohibitions of any Governmental Authority, inability to obtain necessary materials, supplies (other than Hydrocarbons), or permits due to existing or future Legal Requirements, civil disturbances, explosions, sabotage, breakage or accident to machinery or lines of pipe, freezing of lines of pipe, interruption or curtailment of firm or interruptible transportation services provided by third party transporters, and any other causes, whether of the kind herein enumerated or otherwise, which are not anticipated at the time of execution hereof, which are not within the control of the Party claiming suspension and which by the exercise of due diligence such Party could not have prevented or is unable to overcome. By way of illustration, the term “Force Majeure” shall not include shutdowns due to routine maintenance, repairs, or workovers; restrictions caused by gas balancing agreements or similar arrangements; or depletion of reserves.

“Material Contract” has the meaning set forth in the Asset Purchase Agreement.

“Order” means an order by the Bankruptcy Court in the Bankruptcy Case approving Seller’s execution and delivery of this Agreement and sale of the Production Payment as provided in the Conveyance.

“Party” and **“Parties”** have the meanings set out in the Preamble.

“Petition Date” means August 17, 2012.

“Production Payments and Reserve Sales” has the meaning set forth in the DIP Credit Agreement.

“Pro Rata Share” has the meaning set forth in Section 2.1.

“Purchase Price” has the meaning set forth in Article II.

“Seller” has the meaning set forth in the Preamble.

“USA” means the United States of America, including each department, bureau, agency or other subdivision thereof, including but not limited to the Bureau of Ocean Energy Management (the “BOEM”) or the Bureau of Safety and Environmental Enforcement (the “BSEE”), of the Department of the Interior.

ARTICLE II PURCHASE AND SALE OF PRODUCTION PAYMENT

Section 2.1. Purchase Price. Subject to and in accordance with the terms of this Agreement, including the entry of the Order by the Bankruptcy Court in the Bankruptcy Case, Seller agrees to sell and assign to Buyers, and each Buyer severally agrees to purchase, for its pro rata share of the Purchase Price (as defined below) as indicated on Schedule 1 (a “**Pro Rata Share**”), an undivided interest equal to its pro rata share of the Production Payment for an aggregate purchase price of U.S. \$15,000,000 (the “**Purchase Price**”). Subject to satisfaction of the conditions to Closing contained in Article V, the Purchase Price shall be paid in full by Buyers to Seller at the Closing as provided in Section 5.2.

Section 2.2. Buyers’ Review before Signing Agreement. Each Buyer has undertaken all appropriate inquiry, to its satisfaction, and has made an informed decision to acquire the Production Payment on the basis of its own investigations and, except for the express representations and warranties set forth in this Agreement, without reliance on statements or investigations by any other Person, including Seller and its Associated Parties.

Section 2.3. Operating Obligations. Seller shall comply with all obligations set forth in Exhibit B, unless waived in writing by Buyers.

Section 2.4. Use of Proceeds of Purchase Price. Seller agrees that the proceeds from the sale of the Production Payment under Section 2.1 shall be used for general corporate purposes and solely in accordance with the budget through August 30, 2013, approved in connection with the cash collateral order entered by the Bankruptcy Court on June 27, 2013, as the same may be amended, modified or superseded.

ARTICLE III REPRESENTATIONS AND WARRANTIES; SELLER INDEMNITY

Section 3.1. Representations by Buyers. Each Buyer, solely for itself, represents and warrants as of the date hereof and as of the Closing Date:

(a) The solicitation of an offer for and the sale of the Production Payment by Seller has not been registered under any securities laws.

(b) It intends to acquire the Production Payment for its own benefit and account and is not acquiring the Production Payment with the intent of distributing it or otherwise selling it in a manner that would require registration under federal or state securities laws. If such Buyer sells, transfers, or otherwise disposes of the Production Payment or fractional undivided interests in it in the future, it will do so in compliance with applicable federal and state laws.

(c) At no time has it been presented with or solicited by or through any public promotion or other form of advertising in connection with this transaction.

(d) It has reviewed and investigated the Subject Interests to its satisfaction in order to enter into this Agreement.

(e) It has evaluated the Subject Interests to its satisfaction and has made an informed decision, as a prudent and knowledgeable purchaser, to acquire the Production Payment.

(f) It has evaluated the merits and risks of purchasing the Production Payment and has formed an opinion based upon its knowledge and experience and, except for the express representations and warranties set forth in this Agreement, not in reliance on any statements or actions by Seller or its Associated Parties.

(g) It has all authority necessary to enter into this Agreement and to perform all its obligations hereunder.

(h) This Agreement has been duly executed and delivered on its behalf, and at the Closing the Conveyance will have been duly executed and delivered. This Agreement, and the Conveyance, shall constitute legal, valid and binding obligations of such Buyer enforceable in accordance with their respective terms, except to the extent enforceability may be affected by bankruptcy, reorganization, insolvency or similar laws affecting creditors' rights generally.

(i) It has been represented by legal counsel of its own selection who has reviewed this Agreement.

(j) It is qualified to purchase and own the Production Payment in accordance with applicable laws.

Section 3.2. Representations by Seller. Seller represents and warrants to Buyers as of the date hereof and as of the Closing Date that:

(a) It is a corporation, duly organized, validly existing and in good standing under the laws of the state of its incorporation.

(b) Subject to entry of the Order, it has all authority necessary to enter into this Agreement and to perform all its obligations hereunder.

(c) Its execution, delivery and performance of this Agreement and the transactions contemplated hereby will not violate or conflict with any provision of its Certificate of Incorporation or Bylaws.

(d) This Agreement has been duly executed and delivered on its behalf, and at the Closing the Conveyance will have been duly executed and delivered and authorized by the Order. This Agreement, and the Conveyance, shall constitute legal, valid and binding obligations of Seller enforceable in accordance with their respective terms, except to the extent enforceability may be affected by bankruptcy, reorganization, insolvency or similar laws affecting creditors' rights generally.

(e) It has been represented by legal counsel of its own selection who has reviewed this Agreement.

(f) Seller's title to the Subject Interests is free and clear of any liens, encumbrances, defects, or other claims arising by, through, or under Seller, except for the Permitted Encumbrances.

(g) Seller is qualified pursuant to the rules and regulations of the USA to own and operate federal oil and gas leases on the Outer Continental Shelf, Gulf of Mexico, and is in good standing with, authorized by, and qualified with all Governmental Authorities with jurisdiction over operations on the Outer Continental Shelf, Gulf of Mexico, to the extent Seller is required by such agencies to so qualify and maintain good standing in relation to the Subject Interests. Seller is not in violation of any applicable rules, regulations, laws or orders of any governmental or tribal agency having jurisdiction over the Subject Interests which would materially adversely affect the Subject Interests, their ownership, operation, use or value; it being understood that Seller is currently in discussions with the BOEM and the BSEE regarding plugging and abandonment liabilities associated with certain of its properties, and Seller makes no representation or warranty as to whether the USA considers Seller to be in compliance with all applicable laws governing the Interests.

(h) Seller, as the operator of the Subject Interests, has conducted all activities and operations upon the Subject Interests as a prudent operator and in a good and workmanlike manner.

(i) Exhibit C lists all Material Contracts as of the date of this Agreement. Seller has made available to Buyers accurate and complete copies of all such Material Contracts as of the Effective Time. Seller is not nor, to the knowledge of Seller, are any of the other parties (the "**Other Parties**") to any such Material Contract in breach, violation or default, and no event has occurred which with notice or lapse of time or both would constitute a breach, violation or default by Seller or, to the knowledge of Seller, permit termination, modification, or acceleration by the Other Parties, under such Material Contract, except (i) for breaches, violations or defaults which would not, individually or in the aggregate, have a Material Adverse Effect (as defined in the Asset Purchase Agreement), (ii) that, in order to avoid a default, violation or breach under any such Material Contract, the consent of the Other Parties may be required in connection with the transactions contemplated hereby, or (iii) for defaults that will be cured in accordance with the Sale Order (as defined in the Asset Purchase Agreement) (or that need not be cured under the Bankruptcy Code to permit the assumption and assignment of the Material Contracts under the Asset Purchase Agreement).

(j) Except for contracts terminable without penalty on not more than 30 days' notice, and as set forth on Exhibit D, no material amount of Hydrocarbons produced from the Subject Interests and marketed by others is subject to a sales, transportation or processing contract, and no Person has any call upon, option to purchase or similar right under any agreements with respect to the purchase of production from the Subject Interests.

(k) Seller is not bound by any futures, hedge, swap, collar, put, call, floor, cap, option or other contracts that are intended to benefit from, relate to or reduce or eliminate the risk of fluctuations in the price of commodities, including hydrocarbons to be produced from

the Subject Interests, which would prevent the conveyance of the Production Payment free of such obligations.

(l) Seller is not an “investment company” or an “affiliated person” of an “investment company” or a company “controlled” by an “investment company,” or a “promoter” or “principal underwriter” for an “investment company,” as such terms are defined in the Investment Company Act of 1940, as amended.

Section 3.3. Seller Indemnity. From and after the Closing, Seller agrees to indemnify, defend, and hold harmless Buyers, their respective Affiliates, and their respective officers, directors, employees, agents, representatives, successors, and assigns from and against any and all claims, causes of action, demands, lawsuits, losses, costs, damages, liabilities, and expenses of every type, including arbitrators’ or reasonable and documented attorneys’ fees and expenses, that result from, arise out of, or are attributable to a breach by Seller of its representations, warranties, covenants, and agreements under this Agreement.

NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, NO PARTY SHALL HAVE ANY LIABILITY UNDER THIS AGREEMENT FOR (AND EACH PARTY HEREBY DISCLAIMS AND RELEASES THE OTHER PARTY FROM) EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE, OR SPECULATIVE DAMAGES, EXCEPT WITH RESPECT TO A THIRD PARTY CLAIM FOR WHICH A PARTY IS ENTITLED TO INDEMNIFICATION HEREUNDER.

Section 3.4. Indemnification Procedures. All claims for indemnification under this Article 3 shall be asserted and resolved pursuant to this Section 3.4. Any person or entity claiming indemnification hereunder is hereinafter referred to as the “**Indemnified Party**,” and any person or entity against whom such claims are asserted hereunder is hereinafter referred to as the “**Indemnifying Party**.” If any third party claims are asserted against or sought to be collected from an Indemnified Party, the Indemnified Party shall, with reasonable promptness, provide to the Indemnifying Party a written notice of claim specifying in reasonable detail the specific nature, specific basis, and amount of the third party claims for which indemnification is sought. The Indemnifying Party shall have thirty (30) days from the personal delivery or receipt of such written notice (the “**Notice Period**”) to notify the Indemnified Party (a) whether or not it disputes the liability of the Indemnifying Party to the Indemnified Party hereunder with respect to such third party claims and (b) whether or not it desires, at the sole cost and expense of the Indemnifying Party, to defend the Indemnified Party against such third party claims; provided, however, that any Indemnified Party is hereby authorized, prior to and during the Notice Period, to file any motion, answer, or other pleading that it shall deem necessary or appropriate to protect its interests or those of the Indemnifying Party (and of which it shall have given notice and opportunity to comment to the Indemnifying Party) and not prejudicial to the Indemnifying Party. If the Indemnifying Party notifies the Indemnified Party within the Notice Period that it desires to defend the Indemnified Party against such third party claims, the Indemnifying Party shall have the right to defend all appropriate proceedings with counsel of its own choosing, which proceedings shall be promptly settled or prosecuted by them to a final conclusion. If the Indemnified Party desires to participate in, but not control, any such defense or settlement, it may do so at its sole cost and expense. If requested by the Indemnifying Party, the Indemnified Party agrees to cooperate with the Indemnifying Party and its counsel in contesting any third party claims that the Indemnifying Party elects to contest or, if appropriate and related to the third party claim in question, in making any counterclaim against the person asserting the third party claim, or any cross-complaint against any Person. If the

Indemnifying Party assumes the defense of a third party claim, the Indemnifying Party shall not settle, compromise, or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Party is an actual or potential party thereto) without the prior written consent of the Indemnified Party, unless such settlement, compromise, or consent would not result in the payment of money by the Indemnified Party, does not provide for any admission of liability on the part of the Indemnified Party, and contains a full release of the Indemnified Party, in a form reasonably satisfactory to the Indemnified Party, from all claims of the other party relating to the subject matter of the relevant dispute or the settlement or compromise thereof.

ARTICLE IV CONDITIONS TO CLOSING

Section 4.1. Conditions to Obligations of Seller. The obligation of Seller to proceed with the Closing is subject to the satisfaction on or prior to the Closing Date of all of the following conditions, any one or more of which may be waived in whole or part in writing by Seller:

- (a) Each of the representations and warranties made by Buyers in Section 3.1 shall be true and correct as of the Closing Date.
- (b) The Order shall have been entered and the Closing shall not violate any other order or decree of any federal or state court or agency having competent jurisdiction.
- (c) Each Buyer shall have paid its Pro Rata Share of the Purchase Price and executed, acknowledged and delivered counterparts of this Agreement and the Conveyance to Seller.

Section 4.2. Conditions to Obligations of Buyers. The obligation of Buyers to proceed with the Closing is subject to the satisfaction on or prior to the Closing Date of all of the following conditions, any one or more of which may be waived in whole or part in writing by Buyers:

- (a) Each of the representations and warranties made by Seller in Section 3.2 shall be true and correct on and as of the Closing Date.
- (b) The Order shall have been entered and the Closing shall not violate any order or decree of any federal or state court or agency having competent jurisdiction.
- (c) Seller shall have executed, acknowledged and delivered counterparts of this Agreement and the Conveyance to Buyers.

ARTICLE V CLOSING

Section 5.1. Closing Date and Place. The Closing shall take place on the date hereof at the offices of Mayer Brown LLP located at 700 Louisiana Street, Houston, Texas 77002, at 10:00 a.m., Houston time following the satisfaction (or, to the extent permitted, the waiver) of the conditions set forth in Article IV, or at such other place, time and date as may be agreed by Seller and Buyers.

Section 5.2. Actions at Closing. The following actions shall occur at the Closing:

(a) Each Buyer shall pay Seller its Pro Rata Share of the Purchase Price by wire transfer in accordance with instructions provided to such Buyer by Seller;

(b) Each Buyer shall deliver to Seller the documents required to be delivered by such Buyer to Seller pursuant to Section 4.1;

(c) Seller shall deliver to Buyers the documents required to be delivered by Seller to Buyers pursuant to Section 4.2; and

(d) The Parties shall take such other actions and make such other deliveries of documents as are necessary or appropriate to effectuate the consummation of the transactions contemplated hereby, including the conveyance of the Production Payment to Buyers.

ARTICLE VI MISCELLANEOUS

Section 6.1. Further Assurances. Seller and each Buyer each will, from time to time after Closing and upon reasonable request, execute, acknowledge, and deliver in proper form any conveyance, assignment, transfer, or other instrument reasonably necessary to accomplish the purposes of this Agreement.

Section 6.2. Communications. Unless otherwise provided in this Agreement, communications (including notices) under this Agreement that must be in writing and delivered by a specified date will be deemed to have been made when received at the following addresses by registered or certified mail, postage prepaid, or by messenger:

(a) If to any Buyer, to the address set forth opposite such Buyer's name on Schedule 1

(b) If to Seller, to:

ATP Oil & Gas Corporation
Attention: President
4600 Post Oak Place
Suite 100
Houston, Texas 77027
Phone (713) 622-3311

with a copy (which shall not constitute notice) to:

Mayer Brown LLP
700 Louisiana Street
Suite 3400
Houston, Texas 77002
Attention: Robert F. Gray, Jr.
Charles S. Kelley
Fax (713) 238-4600

Any Party or the successors or assignees of the interest or rights or obligations of any Party may change its address or designate a new or different address or addresses for the purposes hereof by a similar notice given or directed to all Parties interested hereunder at the time.

Section 6.3. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors, heirs, representatives, and assigns.

Section 6.4. No Waiver. No waiver by either Party of any part of this Agreement will be deemed to be a waiver of any other part of this Agreement or a waiver of strict performance of the waived part in the future.

Section 6.5. Headings and Titles. The headings and titles in this Agreement are for guidance and convenience of reference only and do not limit or otherwise affect or interpret the terms or provisions of this Agreement.

Section 6.6. Choice of Law. This Agreement and its performance will be construed in accordance with, and enforced under, the internal laws of the State of New York, without regard to choice of law rules of any jurisdiction.

Section 6.7. Exclusive Jurisdiction. ALL ACTIONS AND PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE EXCLUSIVELY LITIGATED, HEARD AND DETERMINED IN THE BANKRUPTCY COURT, AND THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION AND AUTHORITY OF THE BANKRUPTCY COURT TO HEAR AND DETERMINE ANY SUCH ACTION OR PROCEEDING; PROVIDED, HOWEVER, THAT IF THE BANKRUPTCY CASE IS CLOSED, THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 6.8. Entire Agreement. This Agreement and the Conveyance constitute the entire agreement between the parties hereto and thereto with respect to the subject matter hereof and thereof, superseding any and all prior negotiations, discussions, agreements and understandings, whether oral or written, relating to such subject matter. Without limitation of the foregoing, each Party represents and warrants that it has not received or been promised, nor does it have any other agreement or understanding providing for or contemplating the receipt by it or any of its Affiliates of, any consideration for entering into this Agreement and the Conveyance other than as set forth herein and therein.

Section 6.9. Amendment. This Agreement may be supplemented, altered, amended, modified, or revoked only in a writing signed by the Seller and Buyers.

Section 6.10. Third-Party Beneficiaries. Except as provided in Section 3.4, there are no third-party beneficiaries of this Agreement.

Section 6.11. Severability. Invalidity of any provision in this Agreement shall not affect the validity of this Agreement as a whole, and in case of such invalidity, this Agreement shall be construed as if the invalid provision had not been included herein.

Section 6.12. [Intentionally Omitted.]

Section 6.13. Restrictions on Transfers. (a) Each Buyer may assign or delegate this Agreement or any rights or obligations under this Agreement to any Person.

(b) Seller may not assign or delegate this Agreement or any rights or obligations under this Agreement to any Person without Buyers' prior written consent; provided that Seller shall assign its rights and obligations under this Agreement and the Conveyance to GoM contemporaneously with the consummation of the APA Closing, and GoM shall pay in cash to the Backstop Parties, pro rata based on the amount backstopped, a non-refundable fee of 5.00% (the "**Transfer Fee**") of the aggregate amount of the Purchase Price, it being understood that the Transfer Fee shall be fully earned on the Closing Date. The Transfer Fee shall be due and payable by GoM whether or not the Put Option provided for in the Conveyance is exercised.

(c) Where a Party's prior written consent is required in order to make an assignment or delegation of this Agreement or of rights and obligations under this Agreement, such consent may be withheld for any reason, and an attempted assignment or delegation without such consent shall, from its inception, be null, void and of no legal force and effect.

Section 6.14. Drafting Presumption. No consideration shall be given to the fact or presumption that either Party had a greater or lesser hand in drafting this Agreement or the Conveyance. Each Party acknowledges that it has read and understands the terms of this Agreement and the Conveyance and has had the opportunity to consult with legal, tax, accounting, engineering, and technical counsel and advisers of its choice concerning the meaning and effect thereof. No Party has relied upon any other Person or its counsel or advisers with respect to the meaning or effect of any such agreement or instrument.

Section 6.15. Exhibits. All exhibits referenced in and attached to this Agreement are incorporated into it.

Section 6.16. Counterparts. This Agreement may be executed in multiple counterparts, all of which together will be considered one instrument.

Section 6.17. Conflicts. If the terms of this Agreement (including the exhibits other than the Conveyance) conflict with the terms of the Conveyance, the terms of the Conveyance will control.

Section 6.18. CONSPICUOUSNESS. PARTIES ACKNOWLEDGE THAT THE PROVISIONS OF THIS AGREEMENT THAT ARE PRINTED IN THE SAME MANNER AS THIS SECTION ARE CONSPICUOUS.

Section 6.19. Includes. The word "includes" and its syntactical variants mean "includes, but is not limited to" and corresponding syntactical variants. The rule *ejusdem generis* may not be

invoked to restrict or limit the scope of the general term or phrase followed or preceded by an enumeration of particular examples.

Section 6.20. Bankruptcy Case. This sale of the Production Payment is intended to provide funds to Seller to enable it to continue to operate up to the date of the APA Closing. Notwithstanding any language in this Agreement or the Conveyance to the contrary, neither this transaction nor the documentation in connection herewith should be construed as impairing or otherwise prejudicing any rights, arguments, claims or defenses of any party in relation to any prepetition Production Payments and Reserve Sales, including without limitation in any pending or not yet asserted adversary proceeding regarding the proper characterization of such transactions.

Section 6.21. Limitations on ATP. Notwithstanding any other provision of this Agreement to the contrary, ATP Oil & Gas Corporation (“ATP”) has no obligation to any person, including Buyers, with respect to the Transfer Fee, as described herein, and the Put Option, as described in the Conveyance, and nothing in this Agreement modifies, amends or otherwise affects the existing obligations of ATP pursuant to the DIP Credit Agreement, the Asset Purchase Agreement or the Order. In particular, ATP intends to sell, assign and convey the Interests pursuant to the Asset Purchase Agreement on the terms set forth therein without regard to whether the Transfer Fee has been paid or the Put Option has been exercised.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Time.

SELLER:

ATP OIL & GAS CORPORATION

By:_____

Name:_____

Title:_____

BUYERS:

AVENUE INTERNATIONAL MASTER, L.P.

By: _____
Name: _____
Title: _____

AVENUE INVESTMENTS, L.P.

By: _____
Name: _____
Title: _____

CREDIT SUISSE LOAN FUNDING LLC

By: _____
Name: _____
Title: _____

FPA CRESCENT FUND

By: _____
Name: _____
Title: _____

FPA HAWKEYE-7

By: _____
Name: _____
Title: _____

FPA VALUE PARTNERS FUND

By: _____
Name: _____
Title: _____

HAWKEYE FUND LLC

By: _____
Name: _____
Title: _____

SCHEDULE I

Attached to and made a part of the
 PRODUCTION PAYMENT AGREEMENT
 between
 ATP OIL & GAS CORPORATION,
 as Seller,
 and
 AVENUE INTERNATIONAL MASTER, L.P.,
 AVENUE INVESTMENTS, L.P.,
 CREDIT SUISSE LOAN FUNDING LLC,
 FPA CRESCENT FUND,
 FPA HAWKEYE-7,
 FPA VALUE PARTNERS FUND, and
 HAWKEYE FUND LLC,
 as Buyers

BUYERS AND THEIR PRO RATA SHARES

<u>Buyer</u>	<u>Pro Rata Share</u>
Avenue International Master, L.P.	
Avenue Investments, L.P.	
Credit Suisse Loan Funding LLC	
FPA Crescent Fund	
FPA Hawkeye-7	
FPA Value Partners Fund	
Hawkeye Fund LLC	
TOTAL:	

EXHIBIT A

Attached to and made a part of the
PRODUCTION PAYMENT AGREEMENT
between
ATP OIL & GAS CORPORATION,
as Seller,
and
AVENUE INTERNATIONAL MASTER, L.P.,
AVENUE INVESTMENTS, L.P.,
CREDIT SUISSE LOAN FUNDING LLC,
FPA CRESCENT FUND,
FPA HAWKEYE-7,
FPA VALUE PARTNERS FUND, and
HAWKEYE FUND LLC,
as Buyers

FORM OF
CONVEYANCE OF PRODUCTION PAYMENT

CONVEYANCE OF PRODUCTION PAYMENT

THIS CONVEYANCE OF PRODUCTION PAYMENT (this “**Conveyance**”) by and among ATP OIL & GAS CORPORATION, a Texas corporation, whose address is 4600 Post Oak Place, Suite 100, Houston, Texas 77027 (together with its successors and assigns, “**Assignor**”), and each of the Persons set forth on Schedule 1 hereto (each, together with its successors and assigns, individually, an “**Assignee**” and, collectively, “**Assignees**”) is entered into effective as of the Effective Time. Assignor and each Assignee are each individually a “**Party**” and are collectively the “**Parties**”.

WHEREAS, the Parties intend the Production Payment (as defined below) to be a “production payment” within the meaning of Sections 101(42A) and 541(b) of the Bankruptcy Code.

NOW THEREFORE, in consideration of the mutual obligations contained herein, the Parties agree as follows:

ARTICLE I DEFINED TERMS

Section 1.1. Definitions. When used in this Conveyance, the following terms shall have the meanings indicated below:

“**Affiliate**” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“**Applicable Rate**” means 17% per annum.

“**Asset Purchase Agreement**” means that certain Asset Purchase Agreement by and between Assignor and Credit Suisse AG, exclusively in its capacity as administrative agent and collateral agent for the Lenders (under and as defined in the DIP Credit Agreement).

“**Assignee**” and “**Assignees**” has the meaning set forth in the Preamble.

“**Assignor**” has the meaning set forth in the Preamble.

“**Associated Parties**” means successors, assigns, directors, officers, employees, agents, contractors, subcontractors, and Affiliates.

“**Business Day**” means any day which is not a Saturday, Sunday, or other day on which national banking associations are closed as authorized or required by law in New York, New York.

“**Calendar Month**” means a period of one month, being either January, February, March, April, May, June, July, August, September, October, November or December.

“**Closing Date**” has the meaning set forth in the Production Payment Agreement.

“Code” means the Internal Revenue Code of 1986, as amended.

“Conveyance” has the meaning set forth in the Preamble.

“Designated IRR” means the point in time when (a) the sum of the Distribution Amounts paid by Assignor and received by Assignees under Section 2.5, when discounted at a rate of fifteen percent (15%) per annum (compounded monthly) from the dates on which each such distribution of Distribution Amount is credited to Assignees to the Effective Time, equals (b) the Purchase Price. For purposes of this definition, all distributions of Distribution Amounts hereunder shall be deemed to have been made on the dates on which such distributions are actually received by Assignees. All of such discount calculations shall be made on an annual basis (based on a year of three hundred sixty-five (365) days) by application of the XIRR function contained in the Microsoft Office Excel 2003 computer software published by Microsoft Corporation.

“DIP Credit Agreement” means that certain Senior Secured Super Priority Priming Debtor-in-Possession Credit Agreement dated as of August 29, 2012, by and among Assignor, as borrower, the lenders from time to time party thereto, and the Administrative Agent (as defined therein), as amended, supplemented and modified from time to time.

“Distribution Amount” means an amount equal to the Gross Proceeds received during the month specified in respect of: (a) for the month ending August 31, 2013, the number of barrels of Subject Hydrocarbons the Gross Proceeds of which equals the amount of Excess Cash on Hand on August 31, 2013, provided, that if the Closing under and as defined in the Asset Purchase Agreement has not occurred on or prior to August 31, 2013, the Distribution Amount for the month ending August 31, 2013 shall be deemed to be in respect of 0 barrels of Subject Hydrocarbons, (b) for the month ending September 30, 2013, 50,019 barrels of Subject Hydrocarbons, (c) for the month ending October 31, 2013, 50,327 barrels of Subject Hydrocarbons, and (d) for the month ending November 30, 2013, 50,692 barrels of Subject Hydrocarbons; provided, however, that if:

(i) any Distribution Amount is paid in accordance with clause (a) above, the Distribution Amounts payable with respect to each applicable Calendar Month thereafter shall be reduced on a pro rata basis among all such remaining Distribution Amounts by an aggregate amount equal to the Distribution Amount paid in accordance with clause (a) above;

(ii) for any applicable Calendar Month, the amount of Gross Proceeds received in such Calendar Month is less than the applicable Distribution Amount for such Calendar Month, an amount equal to such deficiency shall be added to the applicable Distribution Amount for the next succeeding Calendar Month and such applicable Distribution Amount shall be deemed to be increased by the amount of such deficiency;

(iii) Assignees have not achieved the Designated IRR on or prior to November 30, 2013, the amount of barrels of Subject Hydrocarbons set forth in clause (d) above shall be increased to the amount necessary such that Assignees shall achieve the Designated IRR on or prior to December 31, 2013, the date set forth in such clause (d) shall be extended to December 31, 2013, and the Calendar Month shall be extended to December 2013; and

(iv) if any Distribution Amount or portion thereof otherwise payable under any of the foregoing clauses would result in aggregate payments to Assignees in excess of the aggregate amount needed to reach the Termination Point, then such Distribution Amount (and any subsequent Distribution Amounts) shall be reduced or eliminated such that the total amount paid to the Assignees pursuant to this Conveyance shall be equal to the amount needed to reach the Termination Point.

“Effective Time” means 7:00 A.M., Central time, on July [], 2013.

“Environmental Laws” means applicable federal, state, and local laws, including statutes, regulations, orders and ordinances, previously or currently enacted or enacted in the future, and common law, relating to protection of public health, welfare, and the environment, including those laws relating to storage, handling, and use of chemicals and other hazardous materials; those relating to the generation, processing, treatment, storage, transport, disposal, cleanup, remediation, or other management of waste materials or hazardous substances of any kind; and those relating to the protection of environmentally sensitive or protected areas. “Environmental Laws” include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Clean Water Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, and the Clean Air Act, as each is amended from time to time.

“Environmental Obligation” means, collectively, all damages and costs (not compensated by insurance coverage) arising from Third-Party claims, lawsuits, or causes of action for personal injury or death or damage to personal or real property (both surface and subsurface) and arising under Environmental Laws with respect to the Subject Interests or the Interests, or in any way from the environmental condition of the Subject Interests or the Interests.

“Excess Cash on Hand” means the amount by which Unrestricted Cash on Hand as of August 31, 2013 exceeds \$1,826,000.

“Governmental Authority” means the United States of America, any state, commonwealth, territory, or possession thereof and any political subdivision of any of the foregoing, including courts, departments, commissions, boards, bureaus, agencies, or other instrumentalities.

“GoM” means GoM Bidco, LLC, a Delaware limited liability company.

“Gross Proceeds” for each Calendar Month or portion thereof subsequent to the Effective Time and prior to the expiration of the term of this Conveyance means the amounts actually received during such period by Assignor as revenues from the sale of the relevant volume of barrels of Subject Hydrocarbons.

“Hydrocarbons” means all oil, gas, and other gaseous and liquid hydrocarbons or any combination of one or more of such substances, measured in barrels of oil equivalent. For purposes of converting cubic feet of gas to barrels of oil equivalent in this Conveyance, a conversion factor of 6,000 cubic feet of gas to one barrel of oil shall be utilized.

“Interests” means the oil, gas, and/or mineral leases and other interests described on Exhibit A.

“Legal Requirement” means any law, statute, ordinance, decree, requirement, order, judgment, rule, or regulation of, and the terms of any license or permit issued by, any Governmental Authority.

“Loss” means any loss (including settlement costs and reasonable attorneys’ fees), liability or damage incurred by Assignor in relation to the Subject Interests.

“Party” and **“Parties”** shall have the meanings set out in the Preamble.

“Permitted Encumbrances” means both Permitted Encumbrances, as defined in the Asset Purchase Agreement, and Permitted Liens, as defined in the DIP Credit Agreement.

“Person” means an individual, corporation, partnership, joint venture, trust or unincorporated organization, Governmental Authority, or any other entity.

“Production Payment” means a variable undivided percentage interest in and to the Subject Hydrocarbons as shall be required to cause Assignees to be entitled to receive a sum equal to 100% of the Distribution Amounts, together with all other rights, titles, interests, estates, remedies, powers, and privileges appurtenant or incident thereto, until termination as set out in Section 2.3.

“Production Payment Agreement” means the Production Payment Agreement by and between Assignor and Assignees dated as of the date hereof.

“Purchase Price” has the meaning set forth in the Production Payment Agreement.

“Recording Date” means the date on which this Conveyance (including the portion of Exhibit A describing the properties located adjacent to the applicable county or parish) is filed of record in each county or parish adjacent to the Interests.

“Reimbursable Expenses” shall mean all reasonable and documented costs, fees and expenses paid or incurred by or on behalf of Assignor or its Affiliates which are in any way related to: (a) the negotiation, acquisition, ownership, enforcement, or termination of the Production Payment, this Conveyance, the Production Payment Agreement, or any waivers or amendments hereto or thereto, or (b) any litigation, contest, release or discharge of any adverse claim or demand made or proceeding instituted by any Person affecting in any manner whatsoever the Production Payment, any Subject Hydrocarbons or proceeds in respect thereof, this Conveyance or the Production Payment Agreement, or the enforcement or defense hereof or thereof, or the defense of Assignor’s and its Affiliates’ exercise of their rights hereunder or thereunder.

“Sales Contracts” means all contracts and conveyances for the sale of or commitment to sell the Subject Hydrocarbons, whether presently existing or hereafter entered into in accordance with Section 3.1.

“Subject Hydrocarbons” means all Hydrocarbons in and under, and which may be produced, saved, and sold from, and which shall accrue and be attributable to, the Subject Interests from and after the Effective Time and prior to expiration of the term of this Conveyance.

“Subject Interests” means Assignor’s interest in and to the Interests and any and all renewal or replacement Interests, and all of Assignor’s rights in, all unitization and pooling agreements and the units created thereby which cover or include such Interests or portions thereof, all contracts

affecting the Interests, including agreements for sale and purchase of Hydrocarbons, processing agreements, division orders, operating agreements, farmout agreements, and other contracts and agreements arising out of, connected with, or attributable to, production from the Interests; provided, however, that Subject Interests shall be subject to Section 2.8.

“Subject Taxes” means (a) all ad valorem, property, occupation, gathering, pipeline, excise, sales and other taxes, charges and assessments imposed or assessed by any Governmental Authority with respect to or measured by or attributable to the ownership or operation of the Subject Interests or the Subject Hydrocarbons, and (b) all severance and gross production taxes imposed on the production of Subject Hydrocarbons, but in each instance shall not include any income, franchise and similar taxes.

“Termination Point” means the point in time when, as the result of Assignees’ receipt of Distribution Amounts in accordance with Section 2.5, Assignees have both (a) achieved the Designated IRR and (b) received from the aggregate distributions of Distribution Amounts by Assignor to Assignees hereunder the amount of any interest payable by Assignor to Assignees pursuant to Section 2.5(b) and (c).

“Termination Time” means 12:01 a.m., Central Time, on the date on which the Termination Point occurs.

“Unrestricted Cash on Hand” means cash and cash equivalents of Assignor held in accounts in the United States of America that are not (i) subject to a lien, other than a lien securing the indebtedness under the DIP Credit Agreement and that is freely transferable, (ii) subject to any restriction on use, (iii) designated for a particular purpose, (iv) attributable to the interests of holders of existing Production Payments and Reserve Sales, including those set forth on Exhibit A to this Conveyance or (v) reserved for payment of unpaid lease operating expenses incurred prior to the Closing under and as defined in the Asset Purchase Agreement, with respect to the Subject Interests. For the avoidance of doubt, Unrestricted Cash on Hand does not include checks that have been issued by Assignor on such accounts, have been sent to the payees thereof but have not yet been presented for payment.

ARTICLE II CONVEYANCE OF PRODUCTION PAYMENT

Section 2.1. Conveyance. Assignor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey, assign, transfer, set over, and deliver unto Assignees, a Production Payment which is a non-operating, limited overriding royalty interest in the Subject Interests, running with the Subject Interests. Assignor and Assignees intend that this Conveyance shall be an absolute conveyance of Assignor’s interests in the Subject Interests to the fullest extent permitted by law, whether such interests are real or personal property.

TO HAVE AND TO HOLD the Production Payment unto Assignees and their respective successors and assigns forever, subject to the terms and conditions of this Conveyance.

Section 2.2. No Warranty; Subrogation. This Conveyance is made with full substitution and subrogation of Assignees in the rights of Assignor in and to all covenants, representations and

warranties made or given by Persons other than Assignor or Affiliates of Assignor with respect to the Subject Interests or any part thereof.

Section 2.3. Term. The Production Payment shall remain in force and effect until the Termination Time. At such time, all right, title and interest of Assignees under this Conveyance shall automatically revert and vest in Assignor. At any time after the Termination Time, Assignees shall, upon the request of Assignor, execute and deliver such instruments as may be appropriate to evidence the termination of the Production Payment.

Section 2.4. Non-Cost Bearing Interest; Expenses. The Production Payment conveyed pursuant hereto is a non-expense bearing interest in the Subject Interests, free and clear of (a) all Subject Taxes, (b) all costs, risks and expenses associated with acquiring, exploring, developing, maintaining, producing, operating, reworking, recompleting, and remediating the Subject Interests, (c) all delivery charges and (d) all hedging costs. All of the foregoing shall be paid by Assignor promptly, on or before the dates the same become due and owing. Assignees shall not be liable or responsible in any way for payment of any costs, expenses or liabilities in respect of the Subject Interests or any portion thereof or incurred in connection with the production or delivery of the Subject Hydrocarbons. In addition, Assignor will promptly (and in any event within thirty (30) days after receiving any notice or statement for the same) pay all Reimbursable Expenses which have been incurred and are unpaid and reimburse each Assignee for any Reimbursable Expenses which have been paid by such Assignee.

Section 2.5. Payment.

(a) Subject to the other provisions of this Article II, Assignor shall pay to Assignees, in accordance with their respective Pro Rata Shares, on the last Business Day of each Calendar Month commencing with the Calendar Month of August 2013, the applicable Distribution Amount for such Calendar Month. All payments of Distribution Amounts to Assignees in accordance with this Section 2.5 shall continue until the Termination Time.

(b) In the event Assignees have not achieved the Designated IRR on or prior to December 31, 2013, Assignor shall be required to pay to Assignees, until such time that Assignor has achieved the Designated IRR, promptly upon receipt thereof, Gross Proceeds in respect of barrels of Hydrocarbons (subject to existing Production Payments and Reserve Sales) in an amount necessary such that Assignees shall achieve the Designated IRR. The amount by which the Designated IRR as of December 31, 2013 exceeds the aggregate amount of Gross Proceeds received by Assignees by December 31, 2013 (in each of such prior Calendar Months commencing August, 2013) shall bear, and Assignor shall pay, interest at the Applicable Rate until the Termination Point.

(c) Any amount not paid by Assignor to any Assignee when due, including any amounts under Section 2.4, shall bear, and Assignor shall pay, interest at the Applicable Rate from such due date until such amount is paid.

(d) In order to secure payment of amounts due under this Section 2.5 (the “**Obligations**”), Assignor does hereby mortgage to Assignees, and grant to Assignees a lien and security interest in and to (i) the Subject Interests, (ii) all of Assignor’s interest in and to inventory, accounts, contract rights and general intangibles, whether presently existing or to arise in the future, now owned or hereafter acquired, insofar as the same arise out of the sale

or other conveyance of Subject Hydrocarbons, and (iii) any and all products and proceeds of the foregoing. While Assignor is in compliance with the Obligations, Assignor is entitled to receive and utilize proceeds from the sale of Subject Hydrocarbons. The mortgage, lien and security interest granted hereby is granted pursuant to the laws of the State of Louisiana, and Assignees shall be entitled to exercise all of the rights and remedies of a mortgagee and secured party under the laws of the State of Louisiana in the event of any default by Assignor in the payment of the Obligations. A carbon, photographic, or other reproduction of this Conveyance is sufficient as a financing statement. Assignor hereby designates each Assignee as its agent and attorney in fact to execute any instruments which may be necessary or appropriate, including without limitation designations of operator, to enable such Assignee to exercise its rights under this Section 2.5(d), if Assignor should fail to do so promptly after requested by such Assignee. This designation and appointment shall be irrevocable as long as the mortgage, lien and security interest granted pursuant to this Section 2.5(d) are in effect. Unless terminated earlier, the mortgage, lien and security interest granted hereby shall automatically terminate upon the expiration of the term of this Conveyance.

Section 2.6. Nonrecourse. Assignees shall look solely to the Subject Hydrocarbons to generate Distribution Amounts for discharge of the Production Payment and, except in the event of Assignor's failure to pay as required by Section 2.5, Assignor shall not be liable for such discharge. In the event that the Subject Interests terminate without having generated sufficient Subject Hydrocarbons or Distribution Amounts to satisfy the Production Payment, Assignor shall have no liability for the deficiency.

Section 2.7. Certain Provisions Regarding Subject Hydrocarbons.

(a) There shall not be included in the Subject Hydrocarbons (i) any Hydrocarbons produced and saved from any Subject Interest and used by the Assignor (or the operator of the Subject Interest, if not Assignor) in conformity with good field practices for drilling and production operations (including gas injections, secondary recovery, fuel gas, pressure maintenance, compression, or cycling operations) conducted for the purpose of producing Subject Hydrocarbons from the Subject Interests or from any unit to which such Subject Interests are committed, (ii) any Hydrocarbons lost during production, treatment, gathering, processing, storage, transportation or other operations, or (iii) any Hydrocarbons that are the subject of existing Production Payments and Reserve Sales.

(b) There shall not be included in the Subject Hydrocarbons any Hydrocarbons attributable to non-consent operations conducted with respect to the Subject Interests (or any portion thereof) as to which Assignor is a nonconsenting party and dedicated to the recoupment or reimbursement of costs and expenses of the consenting party or parties by the terms of the relevant operating agreement, unit agreement, contract for development, or other instrument providing for such non-consent operations. Assignor's election not to participate in such operations subsequent to the Effective Time shall be made by Assignor in good faith; provided that, if any of the consenting parties under such operating agreement, unit operating agreement, contract for development, or similar instrument is an Affiliate of Assignor, Assignees' consent to Assignor's election not to participate shall be required, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 2.8. Description and Other Errors. If either Assignor or any Assignee determines, within 90 days after the Effective Time, that the description of a Subject Interest is incorrect or that

certain Subject Interests were erroneously included in or erroneously excluded from this Conveyance, then Assignor and Assignees will meet and use their best efforts to resolve the error.

ARTICLE III MARKETING OF SUBJECT HYDROCARBONS

Section 3.1. Sales Contracts. Assignor shall use reasonable efforts to market or cause to be marketed all commercial quantities of the Subject Hydrocarbons. Assignor may enter into one or more Sales Contracts at the best prices and on the best terms reasonably obtainable in the circumstances; provided, however, that Assignor shall not enter into a Sales Contract with an Affiliate unless such Sales Contract is on the same terms and prices as an arm's-length transaction, acting as a reasonably prudent operator. Each Assignee hereby consents to continuing sales of Subject Hydrocarbons pursuant to the agreements referred to on Exhibit D to the Production Payment Agreement.

Section 3.2. Protection to Purchasers. No Person purchasing or taking the Subject Hydrocarbons shall be under any obligation to inquire as to, or to see to, the application by Assignor of the proceeds received by it from any such sale, or to inquire or investigate as to termination of the Production Payment.

ARTICLE IV OPERATION OF SUBJECT INTERESTS

Assignor will conduct and carry on or otherwise cause the development, maintenance, operation and abandonment of the Subject Interests as a reasonable and prudent operator, with reasonable and prudent business judgment, in accordance with sound oil and gas field practices, and in accordance with the requirements of the Production Payment Agreement.

ARTICLE V POOLING AND UNITIZATION

Section 5.1. Pooled Subject Interests. Certain of the Subject Interests may have been heretofore pooled or unitized for the production of Hydrocarbons. Such Subject Interests are and shall be subject to the terms and provisions of such pooling or unitization agreements, and this Conveyance shall apply to and affect only the production of Hydrocarbons from such units which accrues to such Subject Interest under and by virtue of the applicable pooling and unitization agreements.

Section 5.2. No Right to Pool. During the term of this Conveyance, Assignor shall not pool, communitize, or unitize the Production Payment or the Subject Interests without the prior written consent of Assignees, and any purported pooling, communitization or unitization in contravention of the foregoing shall be null and void as to Assignees and shall not have the effect of pooling, communitizing or unitizing the Production Payment. If, in accordance with this Section 5.2 or pursuant to any Legal Requirement, any of the Subject Interests are pooled, communitized, or unitized in any manner, this Conveyance shall apply to and affect only the production of Hydrocarbons that accrues to such Subject Interest under and by virtue of the pooling, communitization, or unitization.

ARTICLE VI ASSIGNMENTS

Section 6.1. Assignment by Assignor. Except as contemplated by the Asset Purchase Agreement, Assignor shall not assign, sell, transfer, convey, mortgage, pledge or otherwise create or permit to be created any lien or other encumbrance on all or any portion of the Subject Interests or assign, sell, transfer or convey all or any portion of this Conveyance to any Person, without the prior written consent of Assignees, which may be withheld by Assignees for any reason.

Section 6.2. Assignment by Assignees. Each Assignee may assign, sell, transfer, convey, mortgage, or pledge all or any portion of the Production Payment or rights and obligations under this Conveyance to any Person without the consent of Assignor, provided however, that each Assignee hereby agrees that any such assignment, sale, transfer, conveyance, mortgage or pledge shall be in accordance with applicable laws of the USA, and such Person to whom such Assignee assigns, sells, transfers, conveys, mortgages or pledges all or any of the Production Payment or rights and obligations under this Conveyance, shall be qualified under the applicable laws of the USA to be a holder and owner of such interest. Each applicable Assignee shall provide Assignor with written notice of any assignment, sale, transfer, conveyance, mortgage or pledge of all or any portion of the Production Payment or rights and obligations under this Conveyance. Until such written notice is received by Assignor, all payments shall be made by Assignor in the manner provided herein as if no change had occurred. No assignment, sale, transfer, conveyance, mortgage or pledge will affect the method of computing Gross Proceeds or costs, or impose any additional obligation or liability on Assignor.

Section 6.3. Rights of Mortgagee, Pledgee or Trustee. If any Assignee shall at any time execute a mortgage, pledge or deed of trust covering all or part of the Production Payment, the mortgagee(s), pledgee(s) or trustee(s) therein named or the holder of any obligation secured thereby shall be entitled, to the extent such mortgage, pledge or deed of trust so provides, to exercise all the rights, remedies, powers, and privileges conferred upon such Assignee by the terms of this Conveyance and to give or withhold all consents required to be obtained hereunder by such Assignee, but the provisions of this Section 6.3 shall in no way be deemed or construed to impose upon Assignor any obligation or liability undertaken by such Assignee under such mortgage, pledge or deed of trust or under any obligation secured thereby.

ARTICLE VII RECORDS AND REPORTS

Section 7.1. Books and Records. Assignor shall keep true and correct books and records with respect to the Subject Interests, the Subject Hydrocarbons and all other aspects of the Production Payment.

Section 7.2. Inspections. The books and records referred to in Section 7.1 shall be open for inspection by any Assignee and its representatives at the office of Assignor during normal business hours.

Section 7.3. Information. Assignor shall furnish to Assignees the reports and information required to be delivered to Assignees pursuant to the Production Payment Agreement, at the times indicated therein.

Section 7.4. Audit. Each Assignee shall have the right from time to time to audit the books and records of Assignor with respect to the Subject Interests, including without limitation, all information with respect to volumes of Hydrocarbons produced from the Subject Interests, the calculation of Hydrocarbons used in operations or attributable to non-consent operations, and the payment by Assignor of all costs and expenses incurred in connection with the Subject Interests. Such audits shall be conducted by such Assignee so as to result in a minimum disruption in the ongoing business and affairs of Assignor, with reasonable advance written notice, and shall be conducted during normal business hours at Assignor's offices or at the offices where Assignor maintains the records relating to the items set forth above. This right to audit shall be a free and unrestricted right, subject to limitations above set forth, and shall survive the termination of the Production Payment for two years. If, as a result of any such audit, it is determined that any amount is due any Assignee as a result of the failure of Assignor to properly pay all Distribution Amounts to Assignees in accordance with the terms of this Conveyance, Assignor shall pay such Assignee its Pro Rata Share of the Distribution Amounts which Assignor failed to pay, together with interest at the Applicable Rate from the date that such amount should have been paid in accordance with the terms of this Conveyance to the date of payment.

ARTICLE VIII PUT OPTION UPON ASSIGNMENT

Section 8.1. Put Option. At any time after the assignment of this Conveyance and the Production Purchase Agreement to GoM in connection with the APA Closing and prior to the occurrence of the Termination Point, upon GoM's or its parent company's receipt of net cash proceeds from an issuance of GoM's (or its parent company's) equity interests and/or an issuance of indebtedness, in excess of \$150,000,000 in the aggregate, each Assignee shall have the right to sell to GoM and GoM shall be required to purchase from such Assignee (the "**Put Option**") the Production Payment at a price equal to the amount necessary for such Assignee to achieve such Assignee's Pro Rata Share of the Designated IRR (the "**Put Price**"), by delivering to GoM a written notice (a "**Put Notice**") specifying (a) that such Assignee is exercising the Put Option, (b) the Put Price and (c) the wire instructions for the payment of such Assignee's Pro Rata Share of the Put Price to such Assignee. Promptly upon, and in any event within ten (10) days of, GoM's receipt of the Put Notice, GoM shall deliver to such Assignee, in immediately available funds in accordance with such wire instructions, such Assignee's Pro Rata Share of the Put Price.

ARTICLE IX MISCELLANEOUS

Section 9.1. Payment Agreement. This Conveyance is expressly made subject to the terms of the Production Payment Agreement.

Section 9.2. Communications. Unless otherwise provided in this Conveyance, communications (including notices) under this Conveyance that must be in writing and delivered by a specific date will be deemed to have been made when received at the following addresses by registered or certified mail, postage prepaid, or by messenger:

(a) If to any Assignee, to the address set forth opposite such Assignee's name on Schedule 1 to the Production Payment Agreement

(b) If to Assignor, to:

ATP Oil & Gas Corporation
Attention: President
4600 Post Oak Place
Suite 100
Houston, Texas 77027
Phone (713) 622-3311

with a copy (which shall not constitute notice) to:

Mayer Brown LLP
700 Louisiana Street
Suite 3400
Houston, Texas 77002
Attention: Robert F. Gray, Jr.
Charles S. Kelley
Fax (713) 238-4600

Any Party or the successors or assignees of the interest or rights or obligations of any Party may change its address or designate a new or different address or addresses for the purposes hereof by a similar notice given or directed to all Parties interested hereunder at the time.

Section 9.3. Successors and Assigns. This Conveyance is binding on and inures to the benefit of the Parties and their respective successors, heirs, representatives, and permitted assigns. The obligations contained in this Conveyance shall constitute covenants running with the land and with the respective interests of Assignor and Assignees.

Section 9.4. No Waiver. No waiver by either Party of any part of this Conveyance will be deemed to be a waiver of any other part of this Conveyance or a waiver of strict performance of the waived part in the future.

Section 9.5. Headings and Titles. The headings and titles in this Conveyance are for guidance and convenience of reference only and do not limit or otherwise affect or interpret the terms or provisions of this Conveyance.

Section 9.6. Applicable Law. The validity, effect, and construction of this Conveyance insofar as it relates to any conveyance or other disposition affecting any Subject Interests, any warranties of title relating thereto and the remedies herein provided for or provided by law with respect to such Subject Interest shall be governed by the laws of the jurisdiction in which such Subject Interest is located. With respect to all other matters (including matters of construction, validity and performance other than as set forth above in this Section 9.6), this Conveyance and the rights and obligations of the Parties hereunder shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of New York without regard to principles of conflicts of law that would direct the application of the laws of another jurisdiction.

Section 9.7. Exclusive Jurisdiction. ALL ACTIONS AND PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE EXCLUSIVELY LITIGATED, HEARD AND DETERMINED IN THE BANKRUPTCY COURT, AND THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION AND AUTHORITY OF THE BANKRUPTCY COURT TO HEAR AND DETERMINE ANY SUCH ACTION OR PROCEEDING; PROVIDED, HOWEVER, THAT IF THE BANKRUPTCY CASE IS CLOSED, THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 9.8. Further Assurances. Assignor and each Assignee each will, from time to time after Closing and upon reasonable request, execute, acknowledge, and deliver in proper form any conveyance, assignment, transfer, or other instrument reasonably necessary to accomplish the purposes of this Conveyance.

Section 9.9. Exhibits. All exhibits referenced in and attached to this Conveyance are incorporated into it.

Section 9.10. Entire Agreement. This Conveyance and the Production Payment Agreement constitute the entire agreement between the parties hereto and thereto respecting the subject matter hereof and thereof. All previous negotiations and communications between the Parties as to the subject matter hereof are merged into this Conveyance and the Production Payment Agreement.

Section 9.11. Amendment. This Conveyance may be supplemented, altered, amended, modified, or revoked only in writing signed by both Parties.

Section 9.12. Severability. Invalidity of any provision in this Conveyance shall not affect the validity of this Conveyance as a whole, and in case of such invalidity, this Conveyance shall be construed as if the invalid provision had not been included herein.

Section 9.13. Conflicts. If the text of this Conveyance conflicts with the terms of any exhibit to this Conveyance, then the text of this Conveyance will control.

Section 9.14. Perpetuities. It is not the intent of Assignor or Assignees that any provision herein violate any applicable law regarding the rule against perpetuities, the suspension of the absolute power of alienation, or other rules regarding the vesting or duration of estates, and this Conveyance shall be construed as not violating any such rule to the extent the same can be so construed consistent with the intent of the Parties. In the event, however, that any provision hereof is determined to violate any such rule, then such provision shall nevertheless be effective for the maximum period (but not longer than the maximum period) permitted by such rule that will result in no violation. To the extent the maximum period is permitted to be determined by reference to "lives in being," Assignor and Assignees agree that "lives in being" shall refer to the lifetime of the last survivor of the descendants of the George Herbert Walker Bush, the forty-first President of the United States of America, living on the Effective Time.

Section 9.15. No Partnership or Joint Venture. Assignor and Assignees negate any intent to create, and this Conveyance shall never be construed as creating, a partnership or joint venture.

Section 9.16. Terminology. All article, section, subsection, clause, schedule and exhibit references used in this Agreement are to articles, sections, subsections, clauses, schedules and exhibits to this Agreement unless otherwise specified. All schedules and exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein for all purposes. Unless the context of this Agreement clearly requires otherwise (a) the singular shall include the plural and the plural shall include the singular wherever and as often as may be appropriate, (b) the words “includes” or “including” shall mean “includes without limitation” and “including without limitation,” (c) the words “hereof,” “hereby,” “herein,” “hereunder” and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular section or article in which such words appear and (d) any reference to a statute, regulation or law shall include any amendment thereof or any successor thereto.

Section 9.17. Conspicuousness. **The parties acknowledge that the provisions of this conveyance that are printed in the same manner as this section are conspicuous.**

Section 9.18. Counterparts; Recordation. This Conveyance may be executed in multiple original counterparts, all of which together will be considered one instrument, except that to facilitate recordation in various public records, none of the Exhibits to this Conveyance other than Exhibit A shall be recorded and, as to said Exhibit A, the Exhibit A attached to the particular counterpart of this Conveyance recorded in any county or parish shall include only those pages of Exhibit A which describe the Interests on the properties located adjacent to such county or parish.

Section 9.19. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Conveyance.

Section 9.20. Includes. The word “includes” and its syntactical variants mean “includes, but is not limited to” and corresponding syntactical variants. The rule *ejusdem generis* may not be invoked to restrict or limit the scope of the general term or phrase followed or preceded by an enumeration of particular examples.

Section 9.21. Bankruptcy Case. This sale of the Production Payment is intended to provide funds to Assignor to enable it to continue to operate up to the date of the APA Closing. Notwithstanding any language in this Conveyance or the Production Payment Agreement to the contrary, neither this transaction nor the documentation in connection herewith should be construed as impairing or otherwise prejudicing any rights, arguments, claims or defenses of any party in relation to any prepetition Production Payments and Reserve Sales, including without limitation in any pending or not yet asserted adversary proceeding regarding the proper characterization of such transactions.

Section 9.22. Limitations on ATP. Notwithstanding any other provision of this Conveyance to the contrary, ATP Oil & Gas Corporation (“ATP”) has no obligation to any person, including Assignees, with respect to the Transfer Fee, as described in the Production Payment Agreement, and the Put Option, as described herein, and nothing in this Conveyance modifies, amends or otherwise affects the existing obligations of ATP pursuant to the DIP Credit Agreement, the Asset Purchase Agreement or the Order. In particular, ATP intends to sell, assign and convey the

Interests pursuant to the Asset Purchase Agreement on the terms set forth therein without regard to whether the Transfer Fee has been paid or the Put Option has been exercised.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Conveyance as of the Effective Time.

ASSIGNOR:

ATP OIL & GAS CORPORATION

By:_____

Name:_____

Title:_____

ASSIGNEES:

AVENUE INTERNATIONAL MASTER, L.P.

By:_____

Name:_____

Title:_____

AVENUE INVESTMENTS, L.P.

By:_____

Name:_____

Title:_____

CREDIT SUISSE LOAN FUNDING LLC

By: _____

Name: _____

Title: _____

FPA CRESCENT FUND

By: _____
Name: _____
Title: _____

FPA HAWKEYE-7

By: _____
Name: _____
Title: _____

FPA VALUE PARTNERS FUND

By: _____
Name: _____
Title: _____

HAWKEYE FUND LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

On this ____ day of _____, [____], at _____.m., this instrument was acknowledged before me by _____, [____] of [____].

My Commission Expires:

Notary Public in and for the State of [____]

On this _____ day of _____, [____], at _____.m., this instrument was acknowledged before me by _____, the _____, of [____].

My Commission Expires:

Notary Public in and for the State of [____]

SCHEDULE I

Attached to and made a part of the
 CONVEYANCE OF PRODUCTION PAYMENT
 between
 ATP OIL & GAS CORPORATION,
 as Assignor,
 and
 AVENUE INTERNATIONAL MASTER, L.P.,
 AVENUE INVESTMENTS, L.P.,
 CREDIT SUISSE LOAN FUNDING LLC,
 FPA CRESCENT FUND,
 FPA HAWKEYE-7,
 FPA VALUE PARTNERS FUND, and
 HAWKEYE FUND LLC,
 as Assignees

ASSIGNEES AND THEIR PRO RATA SHARES

<u>Assignee</u>	<u>Pro Rata Share</u>
Avenue International Master, L.P.	
Avenue Investments, L.P.	
Credit Suisse Loan Funding LLC	
FPA Crescent Fund	
FPA Hawkeye-7	
FPA Value Partners Fund	
Hawkeye Fund LLC	
TOTAL:	

EXHIBIT A

Attached to and made a part of the
CONVEYANCE OF PRODUCTION PAYMENT
between
ATP OIL & GAS CORPORATION,
as Assignor,
and
AVENUE INTERNATIONAL MASTER, L.P.,
AVENUE INVESTMENTS, L.P.,
CREDIT SUISSE LOAN FUNDING LLC,
FPA CRESCENT FUND,
FPA HAWKEYE-7,
FPA VALUE PARTNERS FUND, and
HAWKEYE FUND LLC,
as Assignees
INTERESTS

Definitions

“**Permanent ORRI**” means an overriding royalty interest that remains in effect for the life of the burdened Lease.

“**Term ORRI**” means an overriding royalty interest or production payment that does not remain in effect for the life of the burdened Lease.

Subject Interests

ATWATER VALLEY BLOCK 63

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective May 1, 1991, bearing Serial No. OCS-G 13198, between the United States of America, as Lessor, and Texaco Exploration and Production Inc., as Lessee, covering all of Block 63, Atwater Valley (“**AT 63**”), OCS Official Protraction Diagram, NG 16-1, containing approximately 5,760.00 acres, recorded under Entry No. 2010-00001443, COB 1223, Page 273, Parish Records, Plaquemines Parish, Louisiana (“**OCS-G 13198**”).

Wells:

Well 1	API Well Number: 608184001300
Well 3	API Well Number: 608184002900
Well 1BP1	API Well Number: 608184001301
Well 1ST1	API Well Number: 608184001302
Well 1ST2	API Well Number: 608184001303
Well 1ST2BP1	API Well Number: 608184001304
Well 3BP1	API Well Number: 608184002901
Well 3BP2	API Well Number: 608184002902
Well 3BP3	API Well Number: 608184002903
Well SS004	API Well Number: 608184004100

Record Title Interest:

An undivided one hundred percent (100%) of the Record Title Interest in and to OCS-G 13198.

Working Interest in AT 63 and above described Wells: 100.00000%

Net Revenue Interest AT 63 and the above described Wells: 52.50000%

The Net Revenue Interest of Grantor in the Lease and Wells is after giving effect to the following burdens on production:

Permanent ORRIs: *The permanent overriding royalty interests created pursuant to the following documents).*

1. 1.00% overriding royalty interest reserved by Eni Petroleum Exploration Co. Inc. in that certain Purchase and Sale Agreement dated December 28, 2004, between Eni Petroleum Exploration Co. Inc. and Norsk Hydro USA Oil & Gas, Inc.
2. 4.00% overriding royalty interest created in favor of Energy Resources Technology, Inc., in that certain Purchase and Sale Agreement dated effective as of July 24, 2006, between ATP Oil & Gas Corporation and Energy Resources Technology, Inc.
3. 1.50% overriding royalty interest, escalating to a 3.0% overriding royalty interest, in favor of Union Oil Company of California (now Chevron U.S.A. Inc.) reserved in the following two assignment instruments: (a) that certain Assignment of Record Title Interest dated effective as of March 1, 2005, from Union Oil Company of California, as Assignor, to Energy Resources Technology, Inc., as Assignee, covering a 29% Record Title Interest; and (b) that certain Assignment of Record Title Interest dated effective as of March 1, 2005, from Union Oil Company of California, as Assignor, to Energy Resources Technology, Inc., as Assignee, covering a 1% Record Title Interest. Each Assignment of Record Title Interest provides for the escalation of the overriding royalty interest at "ERT Project Payout" as defined therein.
4. 2% net profit interest in favor of Four Star Oil & Gas Company reserved in that certain Letter Agreement dated effective as of December 1, 1999, between Four Star Oil & Gas Company and Texaco Exploration and Production Inc., which net profits interest commences after "payout" (including recovery of a 10% cost of capital), as defined therein. For purposes hereof, this net profits interest constitutes a Permanent ORRI and does not constitute a Net Profits Interest.

Term Overriding Royalty Interests and Net Profits Interests: *(the Term Overriding Royalty Interests and Net Profits Interests created pursuant to the following documents):*

1. 20.00000% Term ORRI created pursuant to Conveyance of Term Overriding Royalty Interest dated effective as of March 1, 2012, from ATP Oil & Gas Corporation, as Grantor, to ABV Clipper I LLC (now CLP Energy LLC), as Grantee, which provides for a contractual reallocation of revenues as provided therein, and is further subject to adjustment as provided therein.
2. 5.0% term overriding royalty interest created pursuant to Conveyance of Term Overriding Royalty Interest dated as of June 20, 2011, effective as of 12:01 a.m., Central Time, on June 1, 2011, as amended and supplemented by First Supplement and Amendment to Conveyance of Term Overriding Royalty Interest dated as of December 29, 2011, from ATP Oil & Gas Corporation to NGP Capital Resources Company, as further amended and supplemented by Second Supplement and Amendment to Conveyance of Term Overriding Royalty Interest dated as of July 2, 2012.
3. Amended and Restated Farmout Agreement dated effective as of May 22, 2009, as amended by Amendment No. 1 to Amended and Restated Farmout Agreement dated as of March 25, 2011, and Amendment No. 2 to Amended and Restated Farmout Agreement dated as of May 25, 2011, between ATP Oil & Gas Corporation, as Farmor, and Diamond Offshore Company, as Farmee.

4. Conveyance of Overriding Royalty Interest dated effective as of May 22, 2009, as amended by First Amendment to Conveyance of Overriding Royalty Interest dated effective as of March 30, 2010, Second Amendment to Conveyance of Overriding Royalty Interest dated effective as of March 25, 2011, Third Amendment to Conveyance of Overriding Royalty Interest dated effective as of May 25, 2011, Fourth Amendment to Conveyance of Overriding Royalty Interest dated effective as of March 1, 2012, and Fifth Amendment to Conveyance of Overriding Royalty Interest dated effective as of June 1, 2012, from ATP Oil & Gas Corporation to Diamond Offshore Company, which provides for a limited overriding royalty interest payable out of 27% of net profits.
5. Amended and Restated Farmout Agreement dated effective as of March 24, 2011, by and between ATP Oil & Gas Corporation and SEACOR Marine LLC.
6. Conveyance of Overriding Royalty Interest dated effective as of May 28, 2009, as amended by First Amendment to Conveyance of Overriding Royalty Interest dated effective as of March 24, 2011, from ATP Oil & Gas Corporation to SEACOR Marine LLC, which provides for a limited overriding royalty interest that is payable out of 5.5% of net profits.
7. Farmout Agreement dated effective as of June 1, 2009, by and between ATP Oil & Gas Corporation and Bluewater Industries, L.P.
8. Conveyance of Overriding Royalty Interest dated effective as of June 1, 2009, from ATP Oil & Gas Corporation to Bluewater Industries, L.P., as amended and restated pursuant to Amended and Restated Conveyance of Overriding Royalty Interest dated November 24, 2010, effective as of November 1, 2010, from ATP Oil & Gas Corporation to SOF Investments, L.P. – Private XVIII, as successor in interest to Gulf Island L.L.C., as successor in interest to Bluewater Industries L.P., which provides for a limited overriding royalty interest that is payable out of 17.5% of net profits, subject to a contractual reallocation of revenues as provided therein, and is further subject to adjustment as provided therein.
9. Farmout Agreement dated effective as of September 1, 2009, by and between ATP Oil & Gas Corporation and Bluewater Industries, L.P.
10. Conveyance of Overriding Royalty Interest effective as of September 1, 2009, as amended effective as of November 5, 2009, from ATP Oil & Gas Corporation to Bluewater Industries, L.P., which provides for a limited overriding royalty interest that is payable out of 6.25% of net profits, and which was subsequently assigned by Bluewater Industries, L.P. to Macquarie Investments LLC pursuant to Assignment of Farmout Interests and Overriding Royalty Interest dated November 4, 2009.
11. Farmout Agreement dated effective as of May 25, 2009, by and between ATP Oil & Gas Corporation and Air Logistics, L.L.C. (now Bristow U.S. LLC).
12. Conveyance of Overriding Royalty Interest dated effective as of May 25, 2009, from ATP Oil & Gas Corporation to Air Logistics, L.L.C. (now Bristow U.S. LLC), which provides for a limited overriding royalty interest that is payable out of 1.5% of net profits.
13. Farmout Agreement dated effective as of October 1, 2009, by and between ATP Oil & Gas Corporation and Harvey Gulf International Marine, LLC.

14. Conveyance of Overriding Royalty Interest dated effective as of October 1, 2009, from ATP Oil & Gas Corporation to Harvey Gulf International Marine, LLC, as amended and restated pursuant to Amended and Restated Conveyance of Overriding Royalty Interest dated effective as of March 1, 2011, from ATP Oil & Gas Corporation to SOF Investments, L.P. – Private XIX, as successor in interest to Harvey Gulf International Marine, LLC, which provides for a limited overriding royalty interest that is payable out of 6.3% of net profits, a contractual reallocation of revenues as provided therein, and is further subject to adjustment as provided therein.
15. Farmout Agreement dated March 12, 2010, effective as of January 1, 2010, between ATP Oil & Gas Corporation and Macquarie Investments LLC.
16. Conveyance of Overriding Royalty Interest dated March 12, 2010, effective as of January 1, 2010, from ATP Oil & Gas Corporation to Macquarie Investments LLC, which provides for a limited overriding royalty interest that is payable out of 2.875% of net profits, subject to increase or an optional reduction as provided therein.
17. Farmout Agreement dated March 30, 2010, effective as of January 1, 2010, between ATP Oil & Gas Corporation and PWP ABV Energy II LLC (now TM Energy Holdings LLC).
18. Conveyance of Overriding Royalty Interest dated March 30, 2010, effective as of January 1, 2010, from ATP Oil & Gas Corporation to PWP ABV Energy II LLC (now TM Energy Holdings LLC), which provides for a limited overriding royalty interest that is payable out of 2.875% of net profits, subject to increase or an optional reduction as provided therein.
19. Farmout Agreement dated effective as of November 1, 2010, between ATP Oil & Gas Corporation and SOF Investments, L.P. – Private XVIII.
20. Farmout Agreement dated as of April 28, 2011, between ATP Oil & Gas Corporation and SOF Investments, L.P. – Private XIX.

MISSISSIPPI CANYON BLOCK 941

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective September 1, 1996, bearing Serial No. OCS-G 16661, between the United States of America, as Lessor, and Vastar Resources, Inc., as Lessee, covering all of Block 941, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760.00 acres, recorded under Entry No. 2010-00001442, COB 1223, Page 265, Parish Records, Plaquemines Parish, Louisiana (“**OCS-G 16661**”), **INSOFAR AND ONLY INSOFAR AS** OCS-G 16661 covers depths from the surface of the water down to 18,000’ subsea (“**MC 941**”).

Wells:

Well 1	API Well Number 608174082000
Well 2	API Well Number 608174115300
Well 2	API Well Number 608174105300
Well 4	API Well Number 608174115200

Well 1BP1	API Well Number 608174082070
Well 1BP2	API Well Number 608174082001
Well 1ST1	API Well Number 608174082002
Well 1ST2	API Well Number 608174082003
Well 2BP1	API Well Number 608174115301
Well 2BP2	API Well Number 608174115302
Well 4BP1	API Well Number 608174115201
Well A-1	API Well Number 608174115100
Well A-2BP2	API Well Number 608174115202

Operating Rights:

An undivided one hundred percent (100%) of the Operating Rights in and to OCS-G 16661, **INSOFAR AND ONLY INSOFAR AS** OCS-G 16661 covers depths from the surface of the water down to 18,000' subsea. The subsurface interval is the full subsurface interval underlying OCS-G 16661 in which ATP Oil & Gas Corporation owns Operating Rights.

Working Interest in MC 941 and the above described Wells: 100%

Net Revenue Interest in MC 941 and the above described Wells: 62.50000%

The Net Revenue Interest of Grantor in the Lease and Wells is after giving effect to the following burdens on production:

Term Overriding Royalty Interests and Net Profits Interests: *(the Term Overriding Royalty Interests and Net Profits Interests created pursuant to the following documents):*

21. 20.00000% Term ORRI created pursuant to Conveyance of Term Overriding Royalty Interest dated effective as of March 1, 2012, from ATP Oil & Gas Corporation, as Grantor, to ABV Clipper I LLC (now CLP Energy LLC), as Grantee, which provides for a contractual reallocation between the Grantor and the Grantee of the production revenues attributable to such Term ORRI under the circumstances described therein, and which Term ORRI is further subject to adjustment as provided therein.
22. 5.0% term overriding royalty interest created pursuant to Conveyance of Term Overriding Royalty Interest dated as of June 20, 2011, effective as of 12:01 a.m., Central Time, on June 1, 2011, as amended and supplemented by First Supplement and Amendment to Conveyance of Term Overriding Royalty Interest dated as of December 29, 2011, from ATP Oil & Gas Corporation to NGP Capital Resources Company, as further amended and supplemented by Second Supplement and Amendment to Conveyance of Term Overriding Royalty Interest dated as of July 2, 2012.
23. Amended and Restated Farmout Agreement dated effective as of May 22, 2009, as amended by Amendment No. 1 to Amended and Restated Farmout Agreement dated as of March 25, 2011, and Amendment No. 2 to Amended and Restated Farmout Agreement dated as of May 25, 2011, between ATP Oil & Gas Corporation, as Farmor, and Diamond Offshore Company, as Farmee.

24. Conveyance of Overriding Royalty Interest dated effective as of May 22, 2009, as amended by First Amendment to Conveyance of Overriding Royalty Interest dated effective as of March 30, 2010, Second Amendment to Conveyance of Overriding Royalty Interest dated effective as of March 25, 2011, Third Amendment to Conveyance of Overriding Royalty Interest dated effective as of May 25, 2011, Fourth Amendment to Conveyance of Overriding Royalty Interest dated effective as of March 1, 2012, and Fifth Amendment to Conveyance of Overriding Royalty Interest dated effective as of June 1, 2012, from ATP Oil & Gas Corporation to Diamond Offshore Company, which provides for a limited overriding royalty interest payable out of 27% of net profits.
25. Amended and Restated Farmout Agreement dated effective as of March 24, 2011, by and between ATP Oil & Gas Corporation and SEACOR Marine LLC.
26. Conveyance of Overriding Royalty Interest dated effective as of May 28, 2009, as amended by First Amendment to Conveyance of Overriding Royalty Interest dated effective as of March 24, 2011, from ATP Oil & Gas Corporation to SEACOR Marine LLC, which provides for a limited overriding royalty interest that is payable out of 5.5% of net profits.
27. Farmout Agreement dated effective as of June 1, 2009, by and between ATP Oil & Gas Corporation and Bluewater Industries, L.P.
28. Conveyance of Overriding Royalty Interest dated effective as of June 1, 2009, from ATP Oil & Gas Corporation to Bluewater Industries, L.P., as amended and restated pursuant to Amended and Restated Conveyance of Overriding Royalty Interest dated November 24, 2010, effective as of November 1, 2010, from ATP Oil & Gas Corporation to SOF Investments, L.P. – Private XVIII, as successor in interest to Gulf Island L.L.C., as successor in interest to Bluewater Industries L.P., which, as so amended and restated, provides for a limited overriding royalty interest that is payable out of 17.5% of net profits, subject to a contractual reallocation of revenues as provided therein, and is further subject to adjustment as provided therein.
29. Farmout Agreement dated effective as of September 1, 2009, by and between ATP Oil & Gas Corporation and Bluewater Industries, L.P.
30. Conveyance of Overriding Royalty Interest dated effective as of September 1, 2009, as amended effective as of November 5, 2009, from ATP Oil & Gas Corporation to Bluewater Industries, L.P., which provides for a limited overriding royalty interest that is payable out of 6.25% of net profits, and which was subsequently assigned by Bluewater Industries, L.P. to Macquarie Investments LLC pursuant to Assignment of Farmout Interests and Overriding Royalty Interest dated November 4, 2009.
31. Farmout Agreement dated effective as of May 25, 2009, by and between ATP Oil & Gas Corporation and Air Logistics, L.L.C. (now Bristow U.S. LLC).
32. Conveyance of Overriding Royalty Interest dated effective as of May 25, 2009, from ATP Oil & Gas Corporation to Air Logistics, L.L.C. (now Bristow U.S. LLC), which provides for a limited overriding royalty interest that is payable out of 1.5% of net profits.
33. Farmout Agreement dated effective as of October 1, 2009, by and between ATP Oil & Gas Corporation and Harvey Gulf International Marine, LLC.

34. Conveyance of Overriding Royalty Interest dated effective as of October 1, 2009, from ATP Oil & Gas Corporation to Harvey Gulf International Marine, LLC, as amended and restated pursuant to Amended and Restated Conveyance of Overriding Royalty Interest dated effective as of March 1, 2011, from ATP Oil & Gas Corporation to SOF Investments, L.P. – Private XIX, as successor in interest to Harvey Gulf International Marine, LLC, which provides for a limited overriding royalty interest that is payable out of 6.3% of net profits, a contractual reallocation of revenues as provided therein, and is further subject to adjustment as provided therein.
35. Farmout Agreement dated March 12, 2010, effective as of January 1, 2010, between ATP Oil & Gas Corporation and Macquarie Investments LLC.
36. Conveyance of Overriding Royalty Interest dated March 12, 2010, effective as of January 1, 2010, from ATP Oil & Gas Corporation to Macquarie Investments LLC, which provides for a limited overriding royalty interest that is payable out of 2.875% of net profits, subject to increase or an optional reduction as provided therein.
37. Farmout Agreement dated March 30, 2010, effective as of January 1, 2010, between ATP Oil & Gas Corporation and PWP ABV Energy II LLC (now TM Energy Holdings LLC).
38. Conveyance of Overriding Royalty Interest dated March 30, 2010, effective as of January 1, 2010, from ATP Oil & Gas Corporation to PWP ABV Energy II LLC (now TM Energy Holdings LLC), which provides for a limited overriding royalty interest that is payable out of 2.875% of net profits, subject to increase or an optional reduction as provided therein.
39. Farmout Agreement dated effective as of November 1, 2010, between ATP Oil & Gas Corporation and SOF Investments, L.P. – Private XVIII.
40. Farmout Agreement dated as of April 28, 2011, between ATP Oil & Gas Corporation and SOF Investments, L.P. – Private XIX.

MISSISSIPPI CANYON BLOCK 942

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective June 1, 2002, bearing Serial No. OCS-G 24130, between the United States of America, as Lessor, and BP Exploration & Production Inc., as Lessee, covering all of Block 942, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760.00 acres, recorded under Entry No. 2010-00001444, COB 1223, Page 282, Parish Records, Plaquemines Parish, Louisiana (“**OCS-G 24130**”), **INSOFAR AND ONLY INSOFAR AS** OCS-G 24130 covers depths from the surface of the water down to eighteen thousand feet (18,000’) subsea (“**MC 942**”).

Wells:

Well 2BP3	API Well Number 608174115303
Well A-3ST1	API Well Number 608174115304

Operating Rights:

An undivided one hundred percent (100%) of the Operating Rights in and to OCS-G 24130, **INSOFAR AND ONLY INSOFAR AS** OCS-G 24130 covers depths from the surface of the water down to eighteen thousand feet (18,000') subsea. The subsurface interval covered is the full subsurface interval underlying OCS-G 24130 in which ATP Oil & Gas Corporation owns Operating Rights.

Working Interest in MC 942 and the above described Wells: 100%

Net Revenue Interest MC 942 and the above described Wells: 62.50000%

The Net Revenue Interest of Grantor in the Lease and Wells is after giving effect to the following burdens on production:

Term Overriding Royalty Interests and Net Profits Interests: *(the Term Overriding Royalty Interests and Net Profits Interests created pursuant to the following documents):*

41. 20.00000% Term ORRI created pursuant to Conveyance of Term Overriding Royalty Interest dated effective as of March 1, 2012, from ATP Oil & Gas Corporation, as Grantor, to ABV Clipper I LLC (now CLP Energy LLC), as Grantee, which provides for a contractual reallocation between the Grantor and the Grantee of the production revenues attributable to such Term ORRI under the circumstances described therein, and which Term ORRI is further subject to adjustment as provided therein.
42. 5.0% term overriding royalty interest created pursuant to Conveyance of Term Overriding Royalty Interest dated as of June 20, 2011, effective as of 12:01 a.m., Central Time, on June 1, 2011, as amended and supplemented by First Supplement and Amendment to Conveyance of Term Overriding Royalty Interest dated as of December 29, 2011, from ATP Oil & Gas Corporation to NGP Capital Resources Company, as further amended and supplemented by Second Supplement and Amendment to Conveyance of Term Overriding Royalty Interest dated as of July 2, 2012.
43. Amended and Restated Farmout Agreement dated effective as of May 22, 2009, as amended by Amendment No. 1 to Amended and Restated Farmout Agreement dated as of March 25, 2011, and Amendment No. 2 to Amended and Restated Farmout Agreement dated as of May 25, 2011, between ATP Oil & Gas Corporation, as Farmor, and Diamond Offshore Company, as Farmee.
44. Conveyance of Overriding Royalty Interest dated effective as of May 22, 2009, as amended by First Amendment to Conveyance of Overriding Royalty Interest dated effective as of March 30, 2010, Second Amendment to Conveyance of Overriding Royalty Interest dated effective as of March 25, 2011, Third Amendment to Conveyance of Overriding Royalty Interest dated effective as of May 25, 2011, Fourth Amendment to Conveyance of Overriding Royalty Interest dated effective as of March 1, 2012, and Fifth Amendment to Conveyance of Overriding Royalty Interest dated effective as of June 1, 2012, from ATP Oil & Gas Corporation to Diamond Offshore Company, which provides for a limited overriding royalty interest payable out of 27% of net profits.
45. Amended and Restated Farmout Agreement dated effective as of March 24, 2011, by and between ATP Oil & Gas Corporation and SEACOR Marine LLC.

46. Conveyance of Overriding Royalty Interest dated effective as of May 28, 2009, as amended by First Amendment to Conveyance of Overriding Royalty Interest dated effective as of March 24, 2011, from ATP Oil & Gas Corporation to SEACOR Marine LLC, which provides for a limited overriding royalty interest that is payable out of 5.5% of net profits.
47. Farmout Agreement dated effective as of June 1, 2009, by and between ATP Oil & Gas Corporation and Bluewater Industries, L.P.
48. Conveyance of Overriding Royalty Interest dated effective as of June 1, 2009, from ATP Oil & Gas Corporation to Bluewater Industries, L.P., as amended and restated pursuant to Amended and Restated Conveyance of Overriding Royalty Interest dated November 24, 2010, effective as of November 1, 2010, from ATP Oil & Gas Corporation to SOF Investments, L.P. – Private XVIII, as successor in interest to Gulf Island L.L.C., as successor in interest to Bluewater Industries L.P., which provides for a limited overriding royalty interest that is payable out of 17.5% of net profits, subject to a contractual reallocation of revenues as provided therein, and is further subject to adjustment as provided therein .
49. Farmout Agreement dated effective as of September 1, 2009, by and between ATP Oil & Gas Corporation and Bluewater Industries, L.P.
50. Conveyance of Overriding Royalty Interest dated effective as of September 1, 2009, as amended effective as of November 5, 2009, from ATP Oil & Gas Corporation to Bluewater Industries, L.P., which provides for a limited overriding royalty interest that is payable out of 6.25% of net profits, and which was subsequently assigned by Bluewater Industries, L.P. to Macquarie Investments LLC pursuant to Assignment of Farmout Interests and Overriding Royalty Interest dated November 4, 2009.
51. Farmout Agreement dated effective as of May 25, 2009, by and between ATP Oil & Gas Corporation and Air Logistics, L.L.C. (now Bristow U.S. LLC).
52. Conveyance of Overriding Royalty Interest dated effective as of May 25, 2009, from ATP Oil & Gas Corporation to Air Logistics, L.L.C. (now Bristow U.S. LLC), which provides for a limited overriding royalty interest that is payable out of 1.5% of net profits.
53. Farmout Agreement dated effective as of October 1, 2009, by and between ATP Oil & Gas Corporation and Harvey Gulf International Marine, LLC.
54. Conveyance of Overriding Royalty Interest dated effective as of October 1, 2009, from ATP Oil & Gas Corporation to Harvey Gulf International Marine, LLC, as amended and restated pursuant to Amended and Restated Conveyance of Overriding Royalty Interest dated effective as of March 1, 2011, from ATP Oil & Gas Corporation to SOF Investments, L.P. – Private XIX, as successor in interest to Harvey Gulf International Marine, LLC, which provides for a limited overriding royalty interest that is payable out of 6.3% of net profits, subject to a contractual reallocation of revenues as provided therein, and is further subject to adjustment as provided therein.
55. Farmout Agreement dated March 12, 2010, effective as of January 1, 2010, between ATP Oil & Gas Corporation and Macquarie Investments LLC.

56. Conveyance of Overriding Royalty Interest dated March 12, 2010, effective as of January 1, 2010, from ATP Oil & Gas Corporation to Macquarie Investments LLC, which provides for a limited overriding royalty interest that is payable out of 2.875% of net profits, subject to increase or an optional reduction as provided therein.
57. Farmout Agreement dated March 30, 2010, effective as of January 1, 2010, between ATP Oil & Gas Corporation and PWP ABV Energy II LLC (now TM Energy Holdings LLC).
58. Conveyance of Overriding Royalty Interest dated March 30, 2010, effective as of January 1, 2010, from ATP Oil & Gas Corporation to PWP ABV Energy II LLC (now TM Energy Holdings LLC), which provides for a limited overriding royalty interest that is payable out of 2.875% of net profits, subject to increase or an optional reduction as provided therein.
59. Farmout Agreement dated effective as of November 1, 2010, between ATP Oil & Gas Corporation and SOF Investments, L.P. – Private XVIII.
60. Farmout Agreement dated as of April 28, 2011, between ATP Oil & Gas Corporation and SOF Investments, L.P. – Private XIX.

GREEN CANYON BLOCK 300 (WEST HALF)

Lease:

Oil and Gas Lease bearing Serial No. OCS-G 22939, dated effective as of July 1, 2001, granted by the United States of America, as Lessor, in favor of Murphy Exploration & Production Company, as Lessee, which lease covers all of Block 300, Green Canyon, OCS Official Protraction Diagram, NG 15-3, recorded in COB 1874, Page 415, Entry No. 1125577, Parish Records, LaFourche Parish, Louisiana (“**OCS-G 22939**”), **INSOFAR AND ONLY INSOFAR AS OCS-G 22939** covers the West Half (W ½) of Block 300, Green Canyon, as to all depths from the surface to down to and including the stratigraphic equivalent of 17,440’ Total Vertical Depth Subsea (TVDSS) as seen in the Schlumberger Gamma Ray Log for the Pioneer Natural Resources USA, Inc. OCS-G 15571 Well No. 1 (API No. 608114045000) (“**GC 300**”).

Wells:

Well SS002	API Well Number 608114048300
Well SS002ST1	API Well Number 608114048301
Well SS004ST3	API Well Number 608114048305
Well SS004ST4	API Well Number 608114048306
Well SS004ST5	API Well Number 608114048307

Operating Rights:

An undivided one hundred percent (100%) of the Operating Rights in and to OCS-G 22939, **INSOFAR AND ONLY INSOFAR AS OCS-G 22939** covers the West Half (W1/2) of Block 300, Green Canyon, as to all depths from the surface to down to and including the stratigraphic equivalent of 17,440’ Total Vertical Depth Subsea (TVDSS) as seen in the Schlumberger Gamma Ray Log for the Pioneer Natural Resources USA, Inc. OCS-G 15571 Well No. 1 (API No. 608114045000). The

subsurface interval covered is the full subsurface interval underlying OCS-G 22939 in which ATP Oil & Gas Corporation owns Operating Rights.

Working Interest in GC 300 and the above described Wells: 100%

Under the May 30, 2008 Purchase and Sale Agreement by and between Davis Offshore, L.P. and Stephens Production Company, LLC, as Sellers, and ATP Oil & Gas Corporation, as Buyer, Davis Offshore, LP, is entitled to receive from ATP Oil & Gas Corporation an assignment of an undivided 5% of 8/8 reversionary Operating Rights interest in the West Half (W ½) of Block 300, Green Canyon, to be carved out of the GC 300 Original Operating Rights Interest, when total Hydrocarbon production from the West Half (W ½) of Block 300, Green Canyon, and an adjacent block exceeds 10,000,000 barrels of oil equivalent.

BOEM approval of the assignments to Grantor of the GC 300 Davis Operating Rights Interest and the GC 300 Stephens Operating Rights Interest is pending

Net Revenue Interest GC 300 and the above described Wells: 29.50000%

The Net Revenue Interest of Grantor in the Lease and Wells is after giving effect to the following burdens on production:

Permanent ORRIs: *The permanent overriding royalty interests created pursuant to the following documents).*

61. 10% of 8/8 overriding royalty interest retained by Murphy Exploration & Producing Company – USA under Farmout Agreement dated effective January 15, 2005, between Murphy Exploration & Producing Company – USA, as Farmor, and Pioneer Natural Resources USA, Inc., Davis Offshore, L.P., and Stephens Production Company, as Farmees.
62. 3% of 8/8 overriding royalty interest conveyed by Pioneer Natural Resources USA, Inc., Davis Offshore, L.P., and Stephens Production Company, LLC, to Gregg J. Davis and six other individuals by Assignment of Overriding Royalty Interest dated effective as of January 30, 2006.

Term Overriding Royalty Interests and Net Profits Interests: *(the Term Overriding Royalty Interests and Net Profits Interests created pursuant to the following documents):*

63. 45.00% term overriding royalty interest created pursuant to Conveyance of Term Overriding Royalty Interest dated effective as of March 1, 2012, from ATP Oil & Gas Corporation, as Grantor, to ABV Clipper I LLC (now CLP Energy LLC), as Grantee, which is subject to adjustment as provided therein.
64. Amended and Restated Farmout Agreement dated effective as of May 22, 2009, as amended by Amendment No. 1 to Amended and Restated Farmout Agreement dated as of March 25, 2011, and Amendment No. 2 to Amended and Restated Farmout Agreement dated as of May 25, 2011, between ATP Oil & Gas Corporation, as Farmor, and Diamond Offshore Company, as Farmee.
65. Conveyance of Overriding Royalty Interest dated effective as of May 22, 2009, as amended by First Amendment to Conveyance of Overriding Royalty Interest dated

effective as of March 30, 2010, Second Amendment to Conveyance of Overriding Royalty Interest dated effective as of March 25, 2011, Third Amendment to Conveyance of Overriding Royalty Interest dated effective as of May 25, 2011, Fourth Amendment to Conveyance of Overriding Royalty Interest dated effective as of March 1, 2012, from ATP Oil & Gas Corporation to Diamond Offshore Company, and Fifth Amendment to Conveyance of Overriding Royalty Interest dated effective as of June 1, 2012, from ATP Oil & Gas Corporation to Diamond Offshore Company, which provides for a limited overriding royalty interest payable out of 27% of net profits.

66. Amended and Restated Farmout Agreement dated as of March 24, 2011, between ATP Oil & Gas Corporation and SEACOR Marine LLC.
67. Conveyance of Overriding Royalty Interest dated as of May 28, 2009, as amended by First Amendment to Conveyance of Overriding Royalty Interest dated as of March 24, 2011, from ATP Oil & Gas Corporation to SEACOR Marine LLC, which provides for a limited overriding royalty interest payable out of 5.5% of net profits.

MAIN PASS AREA BLOCK 123

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective May 1, 1990, bearing Serial No. OCS-G 12088, between the United States of America, as Lessor, and Petrobras America Inc. and Pogo Gulf Coast, Ltd., as Lessee, covering all of Block 123, Main Pass Area ("**MP 123**"), as shown on OCS Leasing Map, Louisiana Map No. 10, containing approximately 4,994.55 acres ("**OCS-G 12088**").

Wells:

Well A-1	API Well Number 177254057400
Well A-2	API Well Number 177254057600
Well A-3	API Well Number 177254059400
Well A-4A	API Well Number 177254059500
Well A-5	API Well Number 177254068900
Well A-6	API Well Number 177254069000

Operating Rights:

An undivided twenty-five percent (25%) of the Operating Rights in and to OCS-G 12088, INsofar AND ONLY INsofar as the Lease covers from the surface to 100' below the stratigraphic equivalent of the deepest depth drilled and logged (7,233 feet TVD) in the Humble Oil and Refining No. 1 OCS-G 1630 ("**MP 123 Operating Rights**")

Working Interest in MP 123 and the above described Wells: 100% of 25%

Net Revenue Interest MP 123 Operating Rights and the above described Wells:
78.33333% of 25%

The Net Revenue Interest of Grantor in the Lease and Wells is after giving effect to the following burdens on production:

SHIP SHOAL AREA, SOUTH ADDITION, BLOCK 351

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective May 1, 2004, bearing Serial No. OCS-G 26078, between the United States of America, as Lessor, and Magnum Hunter Production, Inc., as Lessee, covering all of Block 351, Ship Shoal Area, South Addition ("**SS 351**"), as shown on OCS Leasing Map, Louisiana Map No. 5A, containing approximately 5,000 acres ("**OCS-G 26078**").

Wells:

Well A-1 API Well Number 177124066400

Well A-2 API Well Number 177124066500

Well A-3 API Well Number 177124066600

Well A-3 ST1 API Well Number 177124066601

Well A-4 API Well Number 177124066700

Record Title Interest:

An undivided one hundred percent (100%) of the Record Title Interest in and to OCS- G 26078.

Working Interest in SS 351 and the above described Wells: 100%

Net Revenue Interest SS 351 and the above described Wells: 81.33333%

***HIGH ISLAND AREA, SOUTH ADDITION, BLOCK A-589**

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective January 1, 2006, bearing Serial No. OCS-G 27532, between the United States of America, as Lessor, and ATP Oil & Gas Corporation, as Lessee, covering all of Block A-589, High Island Area, South Addition ("**HI A-589**"), as shown on OCS Official Leasing Map, Texas Map No. 7B, containing approximately 5,760 acres ("**OCS-G 27532**").

Record Title Interest:

An undivided one hundred percent (100%) of the Record Title Interest in and to OCS-G 27532.

Working Interest (HI A-589): 100%

Net Revenue Interest (HI A-589): 83.33333%

EXHIBIT B

Attached to and made a part of the
PRODUCTION PAYMENT AGREEMENT
between
ATP OIL & GAS CORPORATION
and
BUYER

OPERATING OBLIGATIONS

1. Definitions. Each capitalized term used herein but not defined herein shall have the meaning given to it in the Conveyance of Production Payment (the “**Conveyance**”) or in the Production Payment Agreement, as the case may be. Unless the context requires otherwise, Section references in this Exhibit are references to Sections of this Exhibit. All references in this Exhibit B to “Seller” shall mean ATP Oil & Gas Corporation (prior to the APA Closing), and its successor in interest (following the APA Closing).

2. Rate of Production.

(a) Seller shall prudently operate and produce with respect to those Subject Interests operated by Seller, and shall use its commercially reasonable efforts to cause to be prudently operated and produced, with respect to the Subject Interests not operated by Seller, the Subject Wells (as defined below) in accordance with good engineering practices and the following requirements: (i) the amount of Hydrocarbons produced from any Subject Well shall not exceed in any month the lower of (x) the maximum amount that the Subject Well is capable of producing at its maximum efficient rate of flow or (y) the respective allowable rate of flow under applicable orders, rules, regulations or laws, if any; (ii) the amount of Hydrocarbons produced from the Subject Wells shall be sufficient to prevent a net migration of Hydrocarbons from the reservoirs to which proved reserves are attributed underlying the Subject Interests; and (iii) subject to field rules established by Governmental Authorities having or asserting jurisdiction, the amount of Hydrocarbons produced from the Subject Wells shall be equitable and ratable, based on factors used in determining such field rules. “**Subject Wells**” means any and all wells now located on the Interests or hereafter drilled on the Interests, and any other wells now or hereafter located on lands, waterbottoms or leases pooled, communitized or unitized with the Interests unless otherwise specified in Exhibit A of the Conveyance, from the surface to the total depth to which any such well or wells may be drilled.

(b) Subject to the provisions of Section 2(a), Seller shall use reasonable efforts to cause the Subject Interests to produce in each Calendar Month not less than the amounts necessary to satisfy the applicable Distribution Amount for such Calendar Month.

3. Operation of Subject Interests. At all times from the date hereof until the termination of the Production Payment and whether or not Seller is the operator of the Subject Interests, Seller shall:

(a) Cause the Subject Interests to be maintained in full force and effect, and to be developed, protected against drainage, and operated for the production of Hydrocarbons in a good and workmanlike manner as would a prudent operator, all in accordance with generally accepted industry practices, applicable operating agreements, and all applicable Legal Requirements, including Environmental Laws, and shall otherwise comply with all applicable Legal Requirements, including Environmental Laws, in all material respects;

(b) Pay, or cause to be paid, promptly as and when due and payable, all rentals and royalties payable in respect of the Subject Interests or the production therefrom and all costs and losses incurred in or arising from the operation or development of the Subject Interests, or the producing, treating, gathering, storing, marketing or transporting of Hydrocarbons therefrom;

(c) Cause all wells, machinery, equipment and facilities of any kind now or hereafter related to the Subject Interests, and necessary or useful in the operation thereof for the production of Hydrocarbons therefrom, to be provided and to be kept in good and effective operating condition as would a prudent operator, and all repairs, renewals, replacements, additions and improvements thereof or thereto, useful or needful to such end, to be promptly made;

(d) Give or cause to be given to Buyers written notice of every written adverse claim or written demand received by Seller, made by any Person, materially affecting the Subject Interests, the Hydrocarbons produced therefrom, the Production Payment in any manner whatsoever, and of any suit or other legal proceeding instituted with respect thereto, and cause all necessary and proper steps to be taken with reasonable diligence to protect and defend the Subject Interests, the Hydrocarbons produced therefrom, the Production Payment against any such adverse claim or demand, including (but not limited to) the employment of counsel for the prosecution or defense of litigation and the contest, release or discharge of such adverse claim or demand;

(e) Cause the Subject Interests to be kept free and clear of liens, charges and encumbrances of every character, other than the Permitted Encumbrances;

(f) Pay all Subject Taxes when due and before they become delinquent (except to the extent contested in good faith);

(g) Pay promptly when due and before they become delinquent all operating expenses and all billings under applicable joint operating agreements (except to the extent contested in good faith);

(h) Promptly notify Buyers in writing of any threatened action, investigation or inquiry by any Governmental Authority concerning the Subject Interests of which Seller has knowledge in connection with any Environmental Laws, excluding routine testing and corrective action;

(i) Not resign as operator of any of the Subject Interests operated by Seller until and unless the successor operator has been approved in writing by Buyers;

(j) With respect to Subject Interests that are not operated by Seller, Seller shall exercise its working interest rights (including voting rights, rights to propose operations and rights to consent to operations) in the ordinary course of business, as a prudent operator; and

(k) Not enter into, or amend in a manner adverse to Seller, any contract or other arrangement with an Affiliate of Seller that would materially affect the Subject Interests, except on arm's length terms and conditions without the prior written consent of Buyers and except for arrangements in place as of the date hereof.

4. Damage or Loss. In the event of any damage to or loss of any pipeline, well, equipment or facility on the Interests, Seller shall promptly redrill, rebuild, reconstruct, repair, restore or replace such damaged or lost property, unless to do so would not be economically feasible (taking into account insurance proceeds and recoveries); provided, however, that nothing herein shall relieve Seller of any remedial obligations imposed under Environmental Laws or other Legal Requirements.

5. Abandonment of Wells. (a) Until the termination of the Production Payment, Seller shall not, without first obtaining the written consent of Buyers (which consent may be withheld for any reason), abandon any well heretofore or hereafter completed for production of Hydrocarbons on any of the lands covered by or attributable to the Subject Interests or surrender, abandon or release any Interest or Subject Interest or any part thereof; provided, however, that, without the consent of Buyers:

(i) If and when, in Seller's reasonable judgment, exercised in good faith and as would a prudent operator, a well becomes no longer capable of producing Hydrocarbons in paying quantities and it would not be economically feasible to restore the productivity of such well by reworking, reconditioning, deepening, plugging back, or otherwise, Seller shall have the right to abandon such well.

(ii) Seller shall have the right to surrender and release any Subject Interest or part thereof when, in the reasonable judgment of Seller exercised in good faith and as would a prudent operator, there is no well located thereon which is capable of producing Hydrocarbons in paying quantities and the drilling of an additional well thereon would not, in Seller's reasonable opinion, be economically feasible.

(iii) Seller shall have the right to abandon any well when required to do so by operation of law or when directed by any regulatory body having jurisdiction.

(b) For all purposes of this Exhibit, (i) a well shall be deemed to be capable of producing Hydrocarbons "in paying quantities" unless and until there arises a condition which reasonably appears to be permanent, such that the aggregate value of the Hydrocarbons which are being produced or which it reasonably appears will be produced from such well, net of all royalty, overriding royalty, production payment, net profits interests, reversionary interests, or other burdens on production which are borne by the Subject Interests, and Subject Taxes, no longer exceeds or will not exceed the costs and expenses directly related to the operation and maintenance of such well (including reasonable office and management overhead and similar charges), and (ii) the restoration of the productivity of a well or the drilling of a well shall be deemed to be "economically feasible" whenever the aggregate value of the Hydrocarbons which it reasonably appears will be

produced from such well, net of all royalty, overriding royalty, production payment, net profits interests, reversionary interests, or other burdens on production which are borne by the Subject Interests, and Subject Taxes, will exceed the costs and expenses directly related to such restoration or drilling and the operation and maintenance of such well (including reasonable office and management overhead and similar charges).

(c) Subject to any obligations existing as of the Effective Time it may have to other Persons, before abandoning any well or surrendering or releasing any Subject Interest or part thereof, Seller shall offer to assign the same to Buyers upon Buyers' payment of the net salvage value (if any) attributable to Seller's interest therein and assumption of the obligations attributable to Seller's interest therein.

6. Access to Subject Interests. Seller shall permit the duly authorized representatives of any Buyer, at any reasonable time, but at such Buyer's sole risk and expense, to make such inspection of the Subject Interests and the property, machinery, equipment and facilities used in the operation thereof as such representatives shall deem proper.

7. Force Majeure. In the event of either Party being rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Exhibit other than to make payments due hereunder, it is agreed that on such Party's giving notice and full particulars of such Force Majeure in writing or by telecopy to the other Party as soon as possible after the occurrence of the cause relied on, then the obligations of the Party giving such notice, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

EXHIBIT C

Attached to and made a part of the
PRODUCTION PAYMENT AGREEMENT
between
ATP OIL & GAS CORPORATION
and
BUYER

MATERIAL AGREEMENTS

TELEMARK CONTRACTS

(Atwater Valley Block 63, Mississippi Canyon Block 941 and Mississippi Canyon Block 942)

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
Adams Resources Marketing, Ltd.	Base Contract for Purchase and Sale of Natural Gas dated July 1, 2003	ATWATER VALLEY-63
AGIP Petroleum Exploration Co. Inc.	Agreement for Exchange of Leases dated effective February 4, 2003, between BHP Billiton Petroleum (Deepwater) Inc. and AGIP Petroleum Exploration Co. Inc., only insofar as said agreement affects Atwater Valley Block 63	ATWATER VALLEY-63
AGIP Petroleum Exploration Co. Inc.	Farmout Letter Agreement dated December 8, 1999, by and between Texaco Exploration and Production Inc. and AGIP Petroleum Exploration Co. Inc., as amended	ATWATER VALLEY-63
AGIP Petroleum Exploration Co. Inc.	Well participation Agreement dated February 21, 2001, by and between Texaco Exploration and Production Inc. and AGIP Petroleum Exploration Co. Inc.	ATWATER VALLEY-63
Anadarko E&P Company LP	Indemnity Agreement dated January 1, 2012	MISSISSIPPI CANYON-941
Anadarko US Offshore Corporation	Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations effective January 1, 2012.	MISSISSIPPI CANYON-940, 941, 948, 985
BHP Billiton Petroleum (Deepwater) Inc.	Agreement for Exchange of Leases dated effective February 4, 2003, between BHP Billiton Petroleum (Deepwater) Inc. and AGIP Petroleum Exploration Co. Inc., only insofar as said agreement affects Atwater Valley Block 63.	ATWATER VALLEY-63
BHP Billiton Petroleum Inc.	Purchase and Sale Agreement dated January 26, 2005, by and between BHP Billiton Petroleum (Deepwater) Inc. ("Seller") and Norsk Hydro USA Oil & Gas, Inc. and Norsk Hydro E&P Americas, AS, Inc. ("Buyer").	ATWATER VALLEY-63
Chevron U.S.A. Inc.	Farmout Letter Agreement dated January 28, 2003 but made effective January 31, 2003, by and between Chevron U.S.A. Inc. and Union Oil Company of California.	ATWATER VALLEY-63
Chevron U.S.A. Inc.	Purchase and Sale Agreement dated October 28, 2004, by and between Chevron U.S.A. Inc. ("Seller") and Norsk Hydro USA Oil & Gas, Inc. and Norsk Hydro E&P Americas, Inc. ("Buyer").	ATWATER VALLEY-63
Discovery Gas Transmission LLC	Amended Discount Agreement dated December 1, 2009	ATWATER VALLEY-63
Discovery Gas Transmission LLC	Firm Transportation Service Agreement effective December 1, 2009.	ATWATER VALLEY-63
Discovery Gas Transmission LLC	Firm Transportation Service Agreement under FT-2 Rate	ATWATER

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
	Schedule, Exhibit B dated February 1, 2008	VALLEY-63
Discovery Gas Transmission LLC	Interconnect Agreement dated effective February 1, 2008	ATWATER VALLEY-63
Discovery Gas Transmission LLC	Reserve Dedication Agreement dated December 1, 2005 as amended by Amendment dated February 1, 2008 and by Amendment dated December 1, 2009	ATWATER VALLEY-63
Discovery Gas Transmission LLC	Retrograde Transportation Agreement dated December 1, 2005, as amended as of February 1, 2008	ATWATER VALLEY-63
Discovery Gas Transmission LLC	Agreement dated October 1, 2010, to nominate 4% of gas production as plant thermal reduction ("PTR") over the monthly PTR estimate under the FT-2 Agreement, dated December 1, 2005, between ATP Oil & Gas Corporation and Discovery Gas Transmission LLC, as security relating to the payment requirements under the FT-2 Agreement.	ATWATER VALLEY-63; MISSISSIPPI CANYON-711, 755, 941, 942
Discovery Producer Services, LLC	Dehydration Service Agreement dated January 1, 2007, as amended	ATWATER VALLEY-63
Discovery Producer Services, LLC	Gas Processing and Fractionation Agreement dated December 1, 2005, as amended. Larose Gas Processing Plant and Paradis Fractionation Facility	ATWATER VALLEY-63; MISSISSIPPI CANYON-711
Energy Resource Technology, Inc.	Purchase and Sale Agreement, effective as of March 1, 2005, by and between Union Oil Company of California ("Seller") and Energy Resource Technology, Inc. ("Purchaser").	ATWATER VALLEY-63
Energy Resource Technology, Inc.	Asset Purchase Agreement effective July 24, 2006.	ATWATER VALLEY-63; MISSISSIPPI CANYON-941
Eni Petroleum Exploration Co. Inc.	Purchase and Sale Agreement dated December 28, 2004, by and between Eni Petroleum Exploration Co. Inc. ("Seller") and Norsk Hydro USA Oil & Gas, Inc. and Norsk Hydro E&P Americas, AS, Inc. ("Buyer"), wherein Eni reserved a 1.00% overriding royalty interest.	ATWATER VALLEY-63
Enterprise Products Operating L.P.	Transfer of certain leases notification and consent agreement dated August 1, 1999.	MISSISSIPPI CANYON-941
Four Star Oil & Gas Company	Net Profits Interest Letter dated December 1, 1999, executed by Robert Estill, General Manager of Four Star Oil & Gas Company creating that certain Net Profits Interest in favor of Four Star Oil & Gas Company.	ATWATER VALLEY-63
Hydro Gulf of Mexico, L.L.C	Asset Purchase Agreement effective May 17, 2008	MISSISSIPPI CANYON-941, 942, 943
Mars Oil Pipeline Company	Connection and Dedication Agreement dated as of May 1, 2008	ATWATER VALLEY-63
Mars Oil Pipeline Company	Equipment Transfer Agreement effective April 1, 2010.	MISSISSIPPI CANYON-941
McMoran Oil & Gas LLC	Transfer of certain leases notification and consent agreement dated August 1, 1999.	MISSISSIPPI CANYON-941
Norsk Hydro E&P Americas, AS, Inc	Purchase and Sale Agreement dated December 28, 2004, by and between Eni Petroleum Exploration Co. Inc. ("Seller") and Norsk Hydro USA Oil & Gas, Inc. and Norsk Hydro E&P Americas, AS, Inc. ("Buyer"), wherein Eni reserved a 1.00% overriding royalty interest.	ATWATER VALLEY-63
Norsk Hydro E&P Americas, AS, Inc	Purchase and Sale Agreement dated January 26, 2005, by and between BHP Billiton Petroleum (Deepwater) Inc. ("Seller")	ATWATER VALLEY-63

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
	and Norsk Hydro USA Oil & Gas, Inc. and Norsk Hydro E&P Americas, AS, Inc. ("Buyer").	
Norsk Hydro USA Oil & Gas, Inc	Purchase and Sale Agreement dated December 28, 2004, by and between Eni Petroleum Exploration Co. Inc. ("Seller") and Norsk Hydro USA Oil & Gas, Inc. and Norsk Hydro E&P Americas, AS, Inc. ("Buyer"), wherein Eni reserved a 1.00% overriding royalty interest.	ATWATER VALLEY-63
Norsk Hydro USA Oil & Gas, Inc	Purchase and Sale Agreement dated January 26, 2005, by and between BHP Billiton Petroleum (Deepwater) Inc. ("Seller") and Norsk Hydro USA Oil & Gas, Inc. and Norsk Hydro E&P Americas, AS, Inc. ("Buyer").	ATWATER VALLEY-63
Norsk Hydro USA Oil & Gas, Inc	Purchase and Sale Agreement dated October 28, 2004, by and between Chevron U.S.A. Inc. ("Seller") and Norsk Hydro USA Oil & Gas, Inc. and Norsk Hydro E&P Americas, Inc. ("Buyer").	ATWATER VALLEY-63
Shell Offshore	Conditional approval letter for 10" gas and 10" oil pipeline crossing and right of way dated November 12, 2007.	MISSISSIPPI CANYON-941
Shell Offshore	Conditions for Pipeline Crossing of Leasehold and Right of Way agreement in relation to Off Shore Oil and gas operations dated March 26, 2008.	MISSISSIPPI CANYON-941
Shell Offshore	Transfer of certain leases notification and consent agreement dated August 1, 1999.	MISSISSIPPI CANYON-941
Shell Offshore Inc.	Indemnity Agreement dated January 1, 2012	MISSISSIPPI CANYON-941
Shell Offshore Inc.	Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations effective January 1, 2012.	MISSISSIPPI CANYON-940, 941, 948, 985
Shell Offshore Inc.	Purchase and Sale Agreement effective December 21, 2009.	MISSISSIPPI CANYON-941
Shell Trading US Company	Crude Oil Purchase and Sale Agreement dated September 1, 2012 contract Number C62ELP0014	ATWATER VALLEY-63
Signal International Texas, LP	Vessel Modification Agreement for performing services and providing equipment or materials in relation to providing oil and gas operations dated May 25, 2005.	Undefined
Southwest Energy, L.P.	Base Contract for Purchase and Sale of Natural Gas dated February 26, 2010	ATWATER VALLEY-63
Southwest Energy, L.P.	NAESB Base Contract for Short term purchase and Sale of natural gas in relation to oil and gas operations dated February 1, 2004	Undefined
Statoil USA E&P Inc	Unit Agreement for Outer Continental Shelf Exploration, Development, and Production Operations effective January 1, 2012.	MISSISSIPPI CANYON-940, 941, 948, 985
Statoil USA E&P Inc	Indemnity Agreement dated January 1, 2012	MISSISSIPPI CANYON-941
Texaco Exploration and Production Inc.	Farmout Letter Agreement dated December 8, 1999, by and between Texaco Exploration and Production Inc. and AGIP Petroleum Exploration Co. Inc., as amended.	ATWATER VALLEY-63
Texaco Exploration and Production Inc.	Well Participation Agreement dated February 21, 2001, by and between Texaco Exploration and Production Inc. and AGIP Petroleum Exploration Co. Inc.	ATWATER VALLEY-63
Tiger Offshore Rental Ltd.	Equipment rental in relation to oil and gas operations	Undefined
Triangle Peak Partners Private Equity, LP	Multiple Indebtedness Mortgage by ATP in Favor of Collateral Agent dated January 5, 2010.	Undefined
Triangle Peak Partners Private	Multiple Indebtedness Mortgage by ATP in Favor of the	Undefined

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
Equity, LP	Royalty Owners dated January 26, 2010.	
Union Oil Company of California	Farmout Letter Agreement dated January 28, 2003 but made effective January 31, 2003, by and between Chevron U.S.A. Inc. and Union Oil Company of California.	ATWATER VALLEY-63
Union Oil Company of California	Purchase and Sale Agreement, effective as of March 1, 2005, by and between Union Oil Company of California ("Seller") and Energy Resource Technology, Inc. ("Purchaser").	ATWATER VALLEY-63
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 13198, dated May 1, 1991, wherein debtor has a leasehold interest	ATWATER VALLEY-63
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 16661, dated September 1, 1996, wherein debtor has a leasehold interest	MISSISSIPPI CANYON-941
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 24130, dated June 1, 2002, wherein debtor has a leasehold interest	MISSISSIPPI CANYON-942

CLIPPER CONTRACTS
(Green Canyon Block 300 (West Half))

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
Davis Offshore, L.P.	Purchase and Sale Agreement effective May 30, 2008.	GREEN CANYON-299, 300
Davis Offshore, L.P.	Offshore Operating Agreement, as amended, effective September 17, 2004 (as to GC-344 per terminated Area of Mutual Interest Agreement, as amended, effective November 1, 2005).	GREEN CANYON-299, 300, 344
Davis Offshore, L.P.	Assignment and Bill of Sale effective June 1, 2011.	GREEN CANYON-300
Davis Offshore, L.P.	Assignment of Overriding Royalty Interest effective January 30, 2006.	GREEN CANYON-300
Davis Offshore, L.P.	Production Handling Agreement and Operating Services Agreement, as amended, effective December 19, 2007.	GREEN CANYON-300
Davis Offshore, L.P.	Ratification and First Amendment of Production Handling Agreement and Operating Services Agreement, effective December 1, 2009.	GREEN CANYON-300
Davis Offshore, L.P.	Farmout Agreement dated effective as of January 15, 2005, between Murphy Exploration & Producing Company - USA, as "Farmor", and Pioneer Natural Resources USA, Inc., Davis Offshore, L.P. and Stephens Production Company, LLC, as "Farmees", which covers the W/2 of GC 300.	GREEN CANYON-300 WEST HALF
Discovery Gas Transmission LLC	FT-2 Discount Agreement dated January 15, 2013	GREEN CANYON-300
Discovery Gas Transmission LLC	Service Agreement Applicable to Firm Transportation Service under FT-2 Rate Schedule dated January 15, 2013	GREEN CANYON-300
Discovery Gas Transmission LLC	Liquids Transportation Agreement dated January 15, 2013	GREEN CANYON-300
Discovery Producer Services LLC	Gas Dedication and Gathering Agreement dated January 15, 2013	GREEN CANYON-300
Discovery Producer Services LLC	Netting Agreement dated January 15, 2013	GREEN CANYON-300
Discovery Producer Services LLC	Liquids Separation, Handling, Stabilization and Redelivery	GREEN CANYON-

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
	Agreement dated January 15, 2013	300
Discovery Producer Services LLC	Gas Processing and Fractionation Agreement Larose Gas Processing Plant & Paradis Fractionation Facility dated January 15, 2013	GREEN CANYON-300
Eni Petroleum US LLC	Production Handling Agreement and Operating Services Agreement, as amended, effective December 19, 2007.	GREEN CANYON-300
Eni Petroleum US LLC	Ratification and First Amendment of Production Handling Agreement and Operating Services Agreement, effective December 1, 2009.	GREEN CANYON-300
JPMorgan Chase Bank, NA	Escrow Agreement (Basic Three Party Escrow) effective December 1, 2011 between Stephens, ATP and JPMorgan Chase Bank.	GREEN CANYON-299, 300
Murphy Exploration & Producing Company - USA	Production Handling Agreement and Operating Services Agreement, as amended, effective December 19, 2007.	GREEN CANYON-300
Murphy Exploration & Producing Company - USA	Ratification and First Amendment of Production Handling Agreement and Operating Services Agreement, effective December 1, 2009.	GREEN CANYON-300
Murphy Exploration & Producing Company - USA	Farmout Agreement dated effective as of January 15, 2005, between Murphy Exploration & Producing Company - USA, as "Farmor", and Pioneer Natural Resources USA, Inc., Davis Offshore, L.P. and Stephens Production Company, LLC, as "Farmees", which covers the W/2 of GC 300.	GREEN CANYON-300 WEST HALF
Oceaneering International, Inc.	Installation Workover Control System for providing rental equipment and service technicians to control the tree during flow back operations dated June 8, 2011.	GREEN CANYON-300
Pioneer Natural Resources USA, Inc.	Offshore Operating Agreement, as amended, effective September 17, 2004 (as to GC-344 per terminated Area of Mutual Interest Agreement, as amended, effective November 1, 2005).	GREEN CANYON-299, 300, 344
Pioneer Natural Resources USA, Inc.	Production Handling Agreement and Operating Services Agreement, as amended, effective December 19, 2007.	GREEN CANYON-300
Pioneer Natural Resources USA, Inc.	Farmout Agreement dated effective as of January 15, 2005, between Murphy Exploration & Producing Company - USA, as "Farmor", and Pioneer Natural Resources USA, Inc., Davis Offshore, L.P. and Stephens Production Company, LLC, as "Farmees", which covers the W/2 of GC 300.	GREEN CANYON-300 WEST HALF
Poseidon Oil Pipeline Company, L.L.C.	Oil Purchase and Sale Agreement between ATP Oil & Gas Corporation and Poseidon Oil Pipeline Company, L.L.C. dated February 1, 2013.	GREEN CANYON-300
Statoil Gulf of Mexico LLC	Production Handling Agreement and Operating Services Agreement, as amended, effective December 19, 2007.	GREEN CANYON-300
Statoil USA E&P Inc. (previously Statoil Gulf of Mexico LLC)	Ratification and First Amendment of Production Handling Agreement and Operating Services Agreement, effective December 1, 2009.	GREEN CANYON-300
Stephens Production Company, LLC	Purchase and Sale Agreement effective May 30, 2008.	GREEN CANYON-299, 300
Stephens Production Company, LLC	Offshore Operating Agreement, as amended, effective September 17, 2004 (as to GC-344 per terminated Area of Mutual Interest Agreement, as amended, effective November 1, 2005).	GREEN CANYON-299, 300, 344
Stephens Production Company, LLC	Assignment and Bill of Sale effective June 1, 2011	GREEN CANYON-300

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
Stephens Production Company, LLC	Production Handling Agreement and Operating Services Agreement, as amended, effective December 19, 2007.	GREEN CANYON-300
Stephens Production Company, LLC	Ratification and First Amendment of Production Handling Agreement and Operating Services Agreement effective December 1, 2009.	GREEN CANYON-300
Stephens Production Company, LLC	Farmout Agreement dated effective as of January 15, 2005, between Murphy Exploration & Producing Company - USA, as "Farmor", and Pioneer Natural Resources USA, Inc., Davis Offshore, L.P. and Stephens Production Company, LLC, as "Farmees", which covers the W/2 of GC 300.	GREEN CANYON-300 WEST HALF
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 22939, dated July 1, 2001, wherein debtor has a leasehold interest	GREEN CANYON-300
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 33246, dated July 1, 2009, wherein debtor has a leasehold interest	GREEN CANYON-344

Viosca Knoll Block 863

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 31462, dated February 1, 2008, wherein debtor has a leasehold interest	VIOSCA KNOLL-863

East Breaks Block 563

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 31102, dated October 1, 2007 wherein debtor has a leasehold interest	EAST BREAKS-563

Garden Banks Block 388

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 30792, dated December 1, 2006 wherein debtor has a leasehold interest	GARDEN BANKS 388

Garden Banks Block 782

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 33810, dated May 1, 2010 wherein debtor has a leasehold interest	GARDEN BANKS 782

Mississippi Canyon Block 667

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 27294, dated June 1, 2005 wherein debtor has a leasehold interest	MISSISSIPPI CANYON 667
Discovery Producer Services, LLC	Gas Processing and Fractionation Agreement dated	MISSISSIPPI

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
	December 1, 2005, as amended. Larose Gas Processing Plant and Paradis Fractionation Facility and amendments effective December 1, 2009	CANYON 667
Discovery Gas Transmission LLC	Firm Transportation Service Agreement effective December 1, 2005.	MISSISSIPPI CANYON 667

Mississippi Canyon Block 668

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 27295, dated June 1, 2005 wherein debtor has a leasehold interest	MISSISSIPPI CANYON 668

Green Canyon Block 344

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 33246, dated July 1, 2009 wherein debtor has a leasehold interest	GREEN CANYON 344
Pioneer Natural Resources USA, Inc.	Offshore Operating Agreement, as amended, effective September 17, 2004 (as to GC-344 per terminated Area of Mutual Interest Agreement, as amended, effective November 1, 2005).	GREEN CANYON 344
Stephens Production Company, LLC	Offshore Operating Agreement, as amended, effective September 17, 2004 (as to GC-344 per terminated Area of Mutual Interest Agreement, as amended, effective November 1, 2005).	GREEN CANYON 344
Davis Offshore, L.P.	Offshore Operating Agreement, as amended, effective September 17, 2004 (as to GC-344 per terminated Area of Mutual Interest Agreement, as amended, effective November 1, 2005).	GREEN CANYON 344
Stephens Production Company, LLC	Amendment, Waiver and Ratification of Offshore Operating Agreement, effective May 30, 2008	GREEN CANYON 344
Davis Offshore, L.P.	Amendment, Waiver and Ratification of Offshore Operating Agreement, effective May 30, 2008	GREEN CANYON 344

De Soto Canyon Block 355

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 31544, dated March 1, 2008 wherein debtor has a leasehold interest	DESOTO CANYON 355

Atwater Valley Block 62

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 32560, dated August 1, 2008 wherein debtor has a leasehold interest	ATWATER VALLEY 62

Atwater Valley Block 19

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 32556, dated August 1, 2008 wherein debtor has a leasehold interest	ATWATER VALLEY 19

Mississippi Canyon Block 304

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 32310, dated June 1, 2008 wherein debtor has a leasehold interest	MISSISSIPPI CANYON 304

Ship Shoal Block 361

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 33651, dated July 1, 2010 wherein debtor has a leasehold interest	SHIP SHOAL 361

Galveston Block 389

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 17133, dated November 1, 1996 wherein debtor has a leasehold interest	GALVESTON BLOCK 389

South Timbalier 30

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 13928, dated May 1, 1993 wherein debtor has a leasehold interest	SOUTH TIMBALIER 30
Venice Gathering Company	Gas Gathering Agreement dated August 7, 1995	SOUTH TIMBALIER 30

Breton Sound Block 45

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
Century Exploration New Orleans, Inc.	Voluntary Unit Agreement dated June 8, 2005.	BRETON SOUND-45
LLOG Exploration & Production Company	Voluntary Unit Agreement dated June 8, 2005.	BRETON SOUND-45
Louisiana Department of Natural Resources, Office of Mineral Resources	Voluntary Unit Agreement dated June 8, 2005.	BRETON SOUND-45
Century Exploration New Orleans, Inc.	Voluntary Unit Agreement effective August 14, 2003.	BRETON SOUND-45
Horvath Management Co. LLC	Voluntary Unit Agreement effective August 14, 2003.	BRETON SOUND-45
LLOG Exploration & Production Company	Voluntary Unit Agreement effective August 14, 2003.	BRETON SOUND-45

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
Louisiana Department of Natural Resources, Office of Mineral Resources	Voluntary Unit Agreement effective August 14, 2003.	BRETON SOUND-45
Century Exploration Company	Commissioner's Unit for Breton Sound Block 53 Field Tex W RA SUA effective May 20, 2003.	BRETON SOUND-45, 52, 43
Horvath Management Co, LLC	Commissioner's Unit for Breton Sound Block 53 Field Tex W RA SUA effective May 20, 2003.	BRETON SOUND-45, 52, 43
LLOG Exploration & Production Company	Commissioner's Unit for Breton Sound Block 53 Field Tex W RA SUA effective May 20, 2003.	BRETON SOUND-45, 52, 43
The State Mineral Board of Louisiana	Commissioner's Unit for Breton Sound Block 53 Field Tex W RA SUA effective May 20, 2003.	BRETON SOUND-45, 52, 43

Main Pass Block 123

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
Pogo Producing Company	Agreement to Market Production, effective June 15, 2004.	MAIN PASS-123
Energy XXI GOM, LLC	Pipeline Use and Compensation Agreement dated February 27, 2009	MAIN PASS-123
ENI Trading & Shipping Inc	Pipeline Use and Compensation Agreement dated February 27, 2009	MAIN PASS-123
Energy XXI GOM LLC , as successor in interest to Pogo Gulf Coast, Ltd.	Offshore Operating Agreement Dated May 1, 1990	MAIN PASS-123
MitEnergy Upstream LLC	Pipeline Use and Compensation Agreement dated February 27, 2009	MAIN PASS-123
Petro Ventures Inc.	Pipeline Use and Compensation Agreement dated February 27, 2009	MAIN PASS-123
Petsec Energy Inc	Pipeline Use and Compensation Agreement dated February 27, 2009	MAIN PASS-123
Pogo Producing Company	Production Marketing Agreement in relation to Offshore oil and gas operations dated June 15, 2004.	MAIN PASS-123
Petrobras America Inc	Purchase and Sale Agreement Dated March 23, 2001	MAIN PASS-123
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 12088, dated May 1, 1990 wherein debtor has a leasehold interest	MAIN PASS-123

South Timbalier Blocks 314/317

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
Black Elk Energy Offshore Operations, LLC	Offshore Operating Agreement Dated September 1, 1995	SOUTH TIMBALIER-314
The Houston Exploration Co.	Purchase and Sales Agreement Dated March 24, 1999	SOUTH TIMBALIER- 314, 317
Merit Management I LP.	Purchase and Sales Agreement Dated January 1, 2005	SOUTH TIMBALIER-317
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 15347, dated September 1, 1995 wherein debtor has a leasehold interest	SOUTH TIMBALKIER 314
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 15349, dated May 1, 1990 wherein debtor has a leasehold interest	SOUTH TIMBALKIER 317

Ship Shoal Block 351

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
Magnum Hunter Production Co.	Asset Purchase Agreement Dated January 1, 2006	SHIP SHOAL-351
Tana Oil and Gas Corp.	Assignment and Assumption Agreement Dated February 18, 2000	SHIP SHOAL-351
Magnum Hunter Production Co.	Bidding Agreement Dated March 10, 2004	SHIP SHOAL-351
Nabors Offshore Corporation	Contract Letter Amendment dated as of Sept 17, 2003 between Nabors and ATP Oil & Gas.	SHIP SHOAL-351
Riverbend Energy Partners, L.P.	Agreement Concerning Seismic and Geophysical Services, entered into on March 5, 1998, between Tana Oil and Gas Corporation and Riverbend Energy Partners, L.P.	SHIP SHOAL-351
Tana Oil and Gas Corporation	Agreement Concerning Seismic and Geophysical Services, entered into on March 5, 1998, between Tana Oil and Gas Corporation and Riverbend Energy Partners, L.P.	SHIP SHOAL-351
Poseidon Oil Pipeline Company LLC	Offshore Tie-In Agreement dated September 16, 2003, as amended	SHIP SHOAL-351
Poseidon Oil Pipeline Company LLC	Oil Purchase and Sale Agreement dated January 1, 2004, as amended	SHIP SHOAL-351
Magnum Hunter Production Co.	Production Handling Agreement dated June 1, 2007	SHIP SHOAL-351
Sojitz Energy Ventures Inc.	Production Handling Agreement dated June 1, 2007	SHIP SHOAL-351
Poseidon Oil Pipeline Company, L.L.C.	Purchase and Sale Agreement entered on Jan 1, 2004 between ATP Oil & Gas and Poseidon Oil Pipeline Company.	SHIP SHOAL-351
Poseidon Oil Pipeline Company LLC	Purchase and sale agreement for in relation to off shore Oil and gas operations dated January 1, 2004.	SHIP SHOAL-351
Shell Trading (US) Company	Crude Domestic Lease effective September 1, 2012	SHIP SHOAL-351, 358
Manta Ray Offshore Gathering Company, L.L.C.	Firm Gas Gathering Agreement effective on 6/01/2007 between Manta Ray Offshore and ATP Oil & Gas. This agreement was amended and effective date changed from 2/1/2004 to 6/1/2007	SHIP SHOAL-351, 358
Black Elk Energy Offshore Operations, LLC	Platform Boarding Agreement between ATP Oil and Gas and Black Elk Energy Offshore. Commences on Oct 7, 2011	SHIP SHOAL-351, 358
Poseidon Oil Pipeline Company, L.L.C.	Tie in Agreement between Poseidon Oil Pipeline Company and ATP Oil & Gas entered on Sept 16, 2003	SHIP SHOAL-351, 358
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 26078, dated May 1, 2004 wherein debtor has a leasehold	SHIP SHOAL 351

Ship Shoal 358

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
Shell Trading (US) Company	Crude Domestic Lease effective September 1, 2012	SHIP SHOAL-351, 358
Manta Ray Offshore Gathering Company, L.L.C.	Firm Gas Gathering Agreement effective on 6/01/2007 between Manta Ray Offshore and ATP Oil & Gas. This agreement was amended and effective date changed from 2/1/2004 to 6/1/2007	SHIP SHOAL-351, 358
Shell Energy North America (US), L.P.	Interim Gas Purchase confirmation for delivery between January 1, 2013 to January 31, 2013	SHIP SHOAL-351, 358

Black Elk Energy Offshore Operations, LLC	Platform Boarding Agreement between ATP Oil and Gas and Black Elk Energy Offshore. Commences on Oct 7, 2011	SHIP SHOAL-351, 358
Poseidon Oil Pipeline Company, L.L.C.	Tie in Agreement between Poseidon Oil Pipeline company and ATP Oil & Gas entered on Sept 16, 2003	SHIP SHOAL-351, 358
Manta Ray Offshore Gathering Company, LLC	Access and information on an EBB using the web in relation to oil and gas transport operations dated February 1, 2004.	SHIP SHOAL-358
Williams Energy Marketing and Trading	Amendment to the Williams Bayou Black terminal contract dated March 1, 2003.	SHIP SHOAL-358
Magnum Hunter Production, Inc.	Assignment and Bill of Sale effective September 1, 2010	SHIP SHOAL-358
Enterprise Gas Processing, LLC	Exhibit B Designated Lands and Leases for Plant Supplier's Gas effective March 1, 2004	SHIP SHOAL-358
Manta Ray Offshore Gathering Company, LLC	Facilities Agreement dated August 21, 2003	SHIP SHOAL-358
Enterprise Gas Processing, LLC	Gas Processing, Fractionation, and Product Purchase Agreement dated March 1, 2006, as amended	SHIP SHOAL-358
Sprint Energy Partners LP.	Letter Agreement dated May 7, 2001	SHIP SHOAL-358
Tana Oil and Gas Corp.	Offshore Operating Agreement Dated April 14, 1999	SHIP SHOAL-358
Tana Oil and Gas Corp.	Participation Agreement dated April 14, 1999	SHIP SHOAL-358
NI Energy Venture Inc.	Participation Agreement Dated September 26, 2003	SHIP SHOAL-358
Magnum Hunter Production Co.	Product Handling Agreement Dated June 1, 2007	SHIP SHOAL-358
Sojitz Energy Ventures Inc.	Product Handling Agreement Dated June 1, 2007	SHIP SHOAL-358
Enterprise Gas Processing, LLC	Products purchase agreement dated May 7, 1992, as amended	SHIP SHOAL-358
Sojitz Energy Venture, Inc.	PSA between ATP & Sojitz dated effective September 30, 2009	SHIP SHOAL-358
Sprint Energy Partners LP.	Purchase and Sales Agreement Dated May 16, 2001	SHIP SHOAL-358

Manta Ray Offshore Gathering Company, LLC	Transfer of certain rights pertaining to Firm Gathering Agreement in relation to Oil and Gas operations dated February 1, 2004.	SHIP SHOAL-358
ANR Pipeline Company	Flash Gas Waiver Letter dated October 31, 2001	SHIP SHOAL-358
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 19822, dated May 1, 2004 wherein debtor has a leasehold	SHIP SHOAL-358

Ship Shoal Block 105

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
Anadarko E&P Company LP	Assignment of Farmout Agreement Dated March 6, 1990	SHIP SHOAL-105
Cockrell Oil Corporation	Assignment of Farmout Agreement Dated March 6, 1990	SHIP SHOAL-105
Plains Marketing	Crude Oil Purchase Agreement in relation to oil and gas operations dated January 1, 2000.	SHIP SHOAL-105
Belle Energy, Inc.	Farmout Agreement Dated April 21, 1995	SHIP SHOAL-105
Devon Louisiana Corporation	Farmout Agreement Dated April 21, 1995	SHIP SHOAL-105
Cinco Energy Staff	Limited Leasehold Title Certificate Dated April 19, 1999	SHIP SHOAL-105
Apache Shelf, Inc	Master Conveyance and Bill of Sale effective March 2, 2006	SHIP SHOAL-105
Offshore Resources LLC	Overriding Royalty Relinquishment dated December 13, 1999	SHIP SHOAL-105
Belle Energy Inc.	Purchase and Sales Agreement Dated May 19, 1999	SHIP SHOAL-105
Evergreen Partners LTD	Purchase and Sales Agreement Dated May 19, 1999	SHIP SHOAL-105
Northstar Interests LC	Purchase and Sales Agreement Dated May 19, 1999	SHIP SHOAL-105
Seagull Energy Corp.	Purchase and Sales Agreement Dated May 19, 1999	SHIP SHOAL-105
VAALCO Energy (USA) Inc	Purchase and Sales Agreement Dated May 19, 1999	SHIP SHOAL-105
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 9614, dated August 1, 1988 wherein debtor has a leasehold interest	SHIP SHOAL-105

Eugene Island Block 281

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
ANR Pipeline Company	Associated Liquefiabiles Agreement Dated October 6, 2003 between ANR Pipeline Company and Millennium Offshore Group Inc. #109817.	EUGENE ISLAND-281

Millennium Offshore Group Inc.	Associated Liquefiabiles Agreement Dated October 6, 2003 between ANR Pipeline Company and Millennium Offshore Group Inc. #109818.	EUGENE ISLAND-281
ANR Pipeline Company	Associated Liquids Transportation Agreement Dated October 6, 2003 between ANR Pipeline Company and Millennium Offshore Group Inc. #109298 Patterson Terminal.	EUGENE ISLAND-281
Millennium Offshore Group Inc.	Associated Liquids Transportation Agreement Dated October 6, 2003 between ANR Pipeline Company and Millennium Offshore Group Inc. #109298 Patterson Terminal.	EUGENE ISLAND-281
ConocoPhillips Company	Crude Oil Sales Agreement Dated April 27, 2004 between ConocoPhillips Company and Millennium Offshore Group Inc.	EUGENE ISLAND-281
Millennium Offshore Group Inc.	Crude Oil Sales Agreement Dated April 27, 2004 between ConocoPhillips Company and Millennium Offshore Group Inc.	EUGENE ISLAND-281
Ridgewood Energy Corporation	Letter Agreement dated July 30, 2003.	EUGENE ISLAND-281
Apache Corporation, Inc.	Letter Agreement referenced lease and block and proposed drilling of a test well dated March 13, 1997.	EUGENE ISLAND-281
ANR Pipeline Company	Liquids Handling Agreement Dated October 6, 2003 between ANR Pipeline Company and Millennium Offshore Group Inc. #109299.	EUGENE ISLAND-281
Millennium Offshore Group Inc.	Liquids Handling Agreement Dated October 6, 2003 between ANR Pipeline Company and Millennium Offshore Group Inc. #109300.	EUGENE ISLAND-281
Ridgewood Energy 1988-B Institutional Investors Natural Gas Development Fund, LP	Offshore Operating Agreement, as amended, effective January 1, 1997.	EUGENE ISLAND-281
Ridgewood Energy 1990-II Drilling and Completion, LP	Offshore Operating Agreement, as amended, effective January 1, 1997.	EUGENE ISLAND-281
El Paso Field Services	Processing Agreement Dated June 1, 2003 between El Paso Field Services and Millennium Offshore Group Inc. (Pelican Gas Processing Plant).	EUGENE ISLAND-281
Millennium Offshore Group Inc.	Processing Agreement Dated June 1, 2003 between El Paso Field Services and Millennium Offshore Group Inc. (Pelican Gas Processing Plant).	EUGENE ISLAND-281
Remington Oil and Gas Corporation	Tie in and Transportation Agreement Effective April 21, 2006.	EUGENE ISLAND-281
Millennium Offshore Group Inc.	Purchase and Sale Agreement, effective October 1, 2005, by and between Millenium Offshore Group, Inc. (as "Seller") and ATP Oil & Gas Corporation (as "Buyer") convering 29 properties including the following three that are in the Shelf package: Eugene Island-281, South Timablier-48 and West Delta-58.	EUGENE ISLAND-281, SOUTH TIMBALIER-48, WEST DELTA-58
Millennium Offshore Group Inc.	Purchase and Sales Agreement Dated March 1, 2003.	EUGENE ISLAND-281, SOUTH TIMBALIER-48, WEST DELTA-58
El Paso Production Oil & Gas USA, LP	Purchase of Sale Agreement Dated March 1, 2003.	EUGENE ISLAND-281, SOUTH TIMBALIER-48, WEST DELTA-58
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 09591, dated May 1, 1988 wherein debtor has a leasehold interest	EUGENE ISLAND-281

West Delta Block 58

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
Coast Energy Group	Crude Oil Purchase and Sale Agreement between Tana and Coast Energy Effective Date September 1999	WEST DELTA-58
Tana Oil and Gas Corp.	Crude Oil Purchase and Sale Agreement between Tana and Coast Energy Effective Date September 1999	WEST DELTA-58
Enserch Exploration Inc	Facility Use and Allocation Agreement between Panaco, Tana, Energy Development, Enserch, Northwestern Mutual, and PB-SB Effective Date August 21, 1996	WEST DELTA-58
Noble Energy, Inc.	Facility Use and Allocation Agreement between Panaco, Tana, Energy Development, Enserch, Northwestern Mutual, and PB-SB Effective Date August 21, 1996	WEST DELTA-58
PB-SB 1988 Investment Partnership II	Facility Use and Allocation Agreement between Panaco, Tana, Energy Development, Enserch, Northwestern Mutual, and PB-SB Effective Date August 21, 1996	WEST DELTA-58
Sandridge Offshore, LLC	Facility Use and Allocation Agreement between Panaco, Tana, Energy Development, Enserch, Northwestern Mutual, and PB-SB Effective Date August 21, 1996	WEST DELTA-58
Tana Oil and Gas Corp.	Facility Use and Allocation Agreement between Panaco, Tana, Energy Development, Enserch, Northwestern Mutual, and PB-SB Effective Date August 21, 1996	WEST DELTA-58
The Northwestern Mutual Life Insurance Co.	Facility Use and Allocation Agreement between Panaco, Tana, Energy Development, Enserch, Northwestern Mutual, and PB-SB Effective Date August 21, 1996	WEST DELTA-58
Sandridge Offshore, LLC	Facility Use and Allocation Agreement Dated December 20, 1996	WEST DELTA-58
Tana Oil and Gas Corp.	Facility Use and Allocation Agreement Dated December 20, 1996	WEST DELTA-58

Sandridge Offshore, LLC	Offshore Operating Agreement between Tana Oil and Gas and Panaco Effective Date October 1, 1997	WEST DELTA-58
Tana Oil and Gas Corp.	Offshore Operating Agreement between Tana Oil and Gas and Panaco Effective Date October 1, 1997	WEST DELTA-58
Case-Pomerory Oil Corp	Product Processing Agreement Dated June 20, 2000	WEST DELTA-58
Entech Enterprises Inc.	Product Processing Agreement Dated June 20, 2000	WEST DELTA-58
Noble Energy, Inc.	Product Processing Agreement Dated June 20, 2000	WEST DELTA-58
Northwestern Mutual Life Insurance Co.	Product Processing Agreement Dated June 20, 2000	WEST DELTA-58
Sandridge Offshore, LLC	Product Processing Agreement Dated June 20, 2000	WEST DELTA-58
Sprint Energy Partners LP.	Product Processing Agreement Dated June 20, 2000	WEST DELTA-58
Stone Energy Offshore, L.L.C.	Product Processing Agreement Dated June 20, 2000	WEST DELTA-58
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 0146, formerly State Lease 983, dated April 23, 194, by and between the State of Louisiana, as Lessor, in favor of Continental Oil Company, Cities Service Company, the Atlantic Refining Company and Tide Water Associated Oil Company, as Lessees, and certified as a federal lease under Section 6(b) of the Outer Continental Shelf Lands Act of August 7, 1953, pursuant to a decision of the Department of Interior dated September 24, 1954, wherein debtor has a leasehold interest	WEST DELTA-58

High Island Block A589

Enbridge Offshore Pipelines LLC	Form of Transportation Agreement entered into as of August 11, 2008	HIGH ISLAND-A589
Anadarko Petroleum Corporation, et al	High Island Pipeline System Platform Connection Agreement effective August 1, 2007.	HIGH ISLAND-A589
Ace Energy Development, Inc., et al	High Island Pipeline System Operating Agreement effective March 21, 2002.	HIGH ISLAND-A589
Enbridge Offshore Pipelines LLC	Interactive Internet website agreement in relation to oil & gas operations and transport dated August 11, 2008.	HIGH ISLAND-A589

High Island Offshore System, L.L.C.	Interconnection Agreement dated July 12, 2007	HIGH ISLAND-A589
Enbridge Offshore Pipelines LLC	Interruptible gas transportation from off shore in relation to oil & gas operations dated August 11, 2008.	HIGH ISLAND-A589
High Island Offshore System, L.L.C.	IT Transportation Agreement entered into as of March 1, 2003	HIGH ISLAND-A589
Stingray Pipeline Company, L.L.C	Liquids Separation and Handling Agreement dated November 10, 2008	HIGH ISLAND-A589
High Island Offshore System, L.L.C.	NGL Bank Agreement dated August 1, 2007	HIGH ISLAND-A589
SPL Incorporated	NGL Bank Agreement dated August 1, 2007	HIGH ISLAND-A589
SPL Incorporated	NGL Bank Agreement entered into May 5, 2004	HIGH ISLAND-A589
PANTHER PIPELINE LTD	Oil and Gas Services Agreement	HIGH ISLAND-A589
Enterprise GTM Offshore Operating Company, LLC	Operating Agreement (High Island Lateral Line High Island A-589) dated August 3, 2007	HIGH ISLAND-A589
Ace Energy Development, Inc., et al	Owners Agreement between the owners of the High Island Pipeline System dated June 1, 2009, as amended	HIGH ISLAND-A589
Apache Deepwater LLC, et al	Owners Agreement between the owners of the High Island Pipeline System dated June 1, 2009, as amended	HIGH ISLAND-A589
Black Elk Energy Offshore Operations	Platform Boarding Agreement Effective September 26, 2011.	HIGH ISLAND-A589
United States, Bureau of Ocean Energy Management	Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act, number OCS-G 27532, dated January 1, 2006 wherein debtor has a leasehold interest	HIGH ISLAND-A589

Contracts With No Block/Lease Designation

COUNTERPARTY	DESCRIPTION
Adams Resources Marketing, Ltd.	Base Contract for Purchase and Sale of Natural Gas effective March 1, 2004
Air Logistics, LLC (now Bristow U.S. LLC)	Memorandum of Agreement between Federal Aviation Administration and Helicopter Association International, Platform/Helicopter Companies, Platform Owners and Helicopter Operators to enhance communications, weather, and surveillance capabilities in the Gulf of Mexico dated May 18, 2006
Anadarko Petroleum Corporation	Memorandum of Agreement between Federal Aviation Administration and Helicopter Association International, Platform/Helicopter Companies, Platform Owners and Helicopter Operators to enhance communications, weather, and surveillance capabilities in the Gulf of Mexico dated May 18, 2006
ATP Titan Holdco LLC	Contribution Agreement for the ATP Titan and associated assets between ATP Titan

	Holdco LLC and ATP Titan LLC dated September 24, 2010
ATP Titan LLC	Agreement Regarding Partial Assignment of Contract Rights of rights under the Interconnect Agreements for the ATP Titan, dated September 24, 2010
ATP Titan LLC	Contribution Agreement for the ATP Titan and associated assets between ATP Titan Holdco LLC and ATP Titan LLC dated September 24, 2010
ATP Titan LLC	General and Administrative Services Agreement dated September 24, 2010
ATP Titan LLC	Offshore Platform Use Agreement, as amended, for the Titan Assets dated September 24, 2010
Bennett & Associates, LLC	License Agreement for US Patent Number 6,190,089 dated July 27, 2007
Bluewater Industries L.P.	Amended and Restated Master Services Agreement dated September 11, 2009 and any contracts between ATP Oil & Gas Corporation and Bluewater Industries L.P. related to the Clipper Project.
BHP Billiton Petroleum Inc.	Memorandum of Agreement between Federal Aviation Administration and Helicopter Association International, Platform/Helicopter Companies, Platform Owners and Helicopter Operators to enhance communications, weather, and surveillance capabilities in the Gulf of Mexico dated May 18, 2006
BP Exploration and Production, Inc.	Memorandum of Agreement between Federal Aviation Administration and Helicopter Association International, Platform/Helicopter Companies, Platform Owners and Helicopter Operators to enhance communications, weather, and surveillance capabilities in the Gulf of Mexico dated May 18, 2006
Chevron Services Company	Mutual Assistance Agreement to facilitate transfer of drilling units between operators in the Gulf of Mexico to overcome subsurface emergency conditions, dated June 24, 2011
Chevron U.S.A. Inc.	Base Contract for Short term sale and purchase of natural gas in relation to oil and gas operations dated March 1, 2007.
Chevron U.S.A. Inc.	Memorandum of Agreement between Federal Aviation Administration and Helicopter Association International, Platform/Helicopter Companies, Platform Owners and Helicopter Operators to enhance communications, weather, and surveillance capabilities in the Gulf of Mexico dated May 18, 2006
Computer Packages Inc.	Annuity Payment Service Agreement dated February 5, 2009
Cook Inlet Energy Supply LLC	Base Contract for Sale and Purchase of Natural Gas entered into March 30, 2006
Dolphin Services, LLC	Equipment rental in relation to oil and gas operations
Era Helicopters LLC	Memorandum of Agreement between Federal Aviation Administration and Helicopter Association International, Platform/Helicopter Companies, Platform Owners and Helicopter Operators to enhance communications^ weather, and surveillance capabilities in the Gulf of Mexico dated May 18, 2006
Evergreen Helicopters	Memorandum of Agreement between Federal Aviation Administration and Helicopter Association International, Platform/Helicopter Companies, Platform Owners and Helicopter Operators to enhance communications, weather, and surveillance capabilities in the Gulf of Mexico dated May 18, 2006
Federal Aviation Administration	Memorandum of Agreement between Federal Aviation Administration and Helicopter Association International, Platform/Helicopter Companies, Platform Owners and Helicopter Operators to enhance communications, weather, and surveillance capabilities in the Gulf of Mexico dated May 18, 2006
Helicopter Association International	Memorandum of Agreement between Federal Aviation Administration and Helicopter Association International, Platform/Helicopter Companies, Platform Owners and Helicopter Operators to enhance communications, weather, and surveillance capabilities in the Gulf of Mexico dated May 18, 2006
Horizon Marine, Inc.	Service Contract for Horizon's 2010 Eddy Watch Proposal dated June 15, 2010.
JCC Services, Inc.	Service Authorization for access to JCCRegs.com dated September 5, 2008.
Kongsberg Oil & Gas Technologies	Maintenance Service Agreement regulates the terms and conditions for the maintenance of the Production Management System dated December 1, 2011 through November 30, 2013.
Kongsberg Oil and Gas Technologies	Production Management System for Mirage Project dated June 8, 2008.

Magnum Mud	Equipment rental in relation to oil and gas operations
MIECO	NAESB Base Contract for Short term purchase and Sale of natural gas in relation to oil and gas operations dated February 1, 2004
National Oilwell Varco	Equipment rental in relation to oil and gas operations
National Welding Supply	Equipment rental in relation to oil and gas operations
NOV Portable Power, a division of National Oilwell Varco	Equipment rental in relation to oil and gas operations
Oceaneering International, Inc.	Equipment Lease dated January 12, 2012. Amendment dated April, 2012.
Omega Waste Management	Equipment rental in relation to oil and gas operations
PHI, Inc.	Memorandum of Agreement between Federal Aviation Administration and Helicopter Association International, Platform/Helicopter Companies, Platform Owners and Helicopter Operators to enhance communications, weather, and surveillance capabilities in the Gulf of Mexico dated May 18, 2006
Prologic Corporation	On Going support agreement for performing IT services in relation to oil & gas operations dated March 2, 2009.
Slumberland Oilfield Services	Interact Corporate Agreement for performing services and providing equipment or materials in relation to oil and gas operations dated October 26, 2011.
Shell Offshore Inc.	Memorandum of Agreement between Federal Aviation Administration and Helicopter Association International, Platform/Helicopter Companies, Platform Owners and Helicopter Operators to enhance communications, weather, and surveillance capabilities in the Gulf of Mexico dated May 18, 2006
Southwest Energy, L.P.	NAESB Base Contract for Short term purchase and Sale of natural gas in relation to oil and gas operations dated February 1, 2004
Tiger Offshore Rental Ltd.	Equipment rental in relation to oil and gas operations
United States Environmental Services LLC	Environmental Service Agreement for environmental remediation services dated April 18, 2011
West Engineering Services	Standard Participation agreement for performing services and providing equipment, materials, or resources in relation to oil and gas operations dated February 25, 2008
Williams Energy Marketing and Trading	Gas Processing Agreement for the purpose of hydrocarbon extraction in conjunction with Oil and Gas operations dated March 1, 2003.
Williams Mobile Bay Producer Services, LLC	Notice of assignment in relation to offshore oil and gas operations dated February 19, 2007.
Petrocom Energy Group	Base Contract for Short term sale and purchase of natural gas in relation to oil and gas operations dated September 1, 2002.
HOS PORT	Facility Use Agreement for use of shore base dated June 11, 2006.
American Citigas Company	Gas Service Agreement effective December 31, 1998
John Brawley	Indemnification and Hold Harmless Agreement effective July 1, 2009
Bison Capital Corporation	Indemnity Letter dated February 1, 2004
Herbert Smith LLP	Letter Agreement dated November 7, 2002.
JCC Services, Inc.	Participation Agreement for a Flower Garden Banks National Marine Sanctuary Joint Industry Project dated March 1, 2001.
Shell Trading (US) Company	Purchase and Sale Agreement dated January 1993, as amended.
Helix Energy Solutions Group,	Utilization Agreement containing provisions relative to indemnity, release of liability and allocation of risk dated December 16, 2010
Trendsetter Subsea International, LLC	Utilization Agreement for Capping Stack Containment Equipment dated May 1, 2001

NON-PATENT IP LICENSES, AGREEMENTS AND CONTRACTS

Name of other parties to lease or contract	Contract Description	Block (GC-300)	Block Status	Contract Type
CGG Americas Inc	General Non-Exclusive License Agreement for the use of proprietary marine 3D Geophysical data. Effective December 15, 2003 between CGG Americas and Davis Offshore.	GC-299	expired	License Agreement for Proprietary Data
Davis Offshore, LP	General Non-Exclusive License Agreement for the use of proprietary marine 3D Geophysical data. Effective December 15, 2003. between CGG Americas and Davis Offshore.	GC-299	expired	License Agreement for Proprietary Data
Riverbend Energy Partners, L.P.	Geological & Geophysical Services agreement entered on March 5th, 1998 between Tana Oil & Gas and Riverbend Energy Partners	SS-351	Active	Seismic and Geological Services Agreement
Tana Oil and Gas Corp.	Geological & Geophysical Services agreement entered on March 5th, 1998 between Tana Oil & Gas and Riverbend Energy Partners	SS-351	Active	Seismic and Geological Services Agreement
Drilling Technological Innovations, LLC	License Agreement of Dual pressure tensioner system and dual pressure cylinder effective November 4, 2009.			License
Bennett & Associates, LLC	License Agreement of MINDOC design effective October 1, 2007.			License
Seitel Data Ltd.	2D & 3D Onshore/Offshore Master Seismic Data Participation and Licensing Agreement effective June 21, 2004.			Data Participation and Licensing Agreement
Seitel Data Ltd.	Data License Purchase Agreement to certain geophysical dated June 24, 2004.			Data License Purchase Agreement

Western Geophysical Company, division of Western Atlas International, Inc.	Data Use License to issue results of seismic surveys effective April 21, 1995			Data Use License
Shell Oil Co.	Geophysical Data Non-Exclusive License Agreement effective June 6, 2008.			Geophysical Data Non-Exclusive Agreement
Spectrum Geo Inc.	Master Geophysical Data-Use License Number 31030019 (Multiple Transaction), as supplemented, effective March 31, 2011.			Master Geophysical Data-Use License
Fairfield Industries Incorporated	Master License Agreement for geophysical seismic data owned by Data Owner, as supplemented, dated November 3, 2004.			Master License Agreement
WesternGeco LLC	Master License Agreement for Multiclient Seismic Data, as supplemented, effective October 11, 2001			Master License Agreement
TGS-NOPEC Geophysical Company, L.P.	Master License Agreement No. HL0905-004 for Geophysical Data, as supplemented, effective September 27, 2005.			Master License Agreement
Multi Klient Invest As	Master Marine Geophysical Data Use License Number ATP-2010, as supplemented, effective July 2, 2010			Master Marine Geophysical Data Use License
CGG Americas Inc.	Non-Exclusive Master License Agreement for the use of Geophysical Data, as supplemented, effective August 7, 2006.	GB-388	Active	Non-Exclusive Master License Agreement
Thomson Professional & Regulatory Inc. d.b.a. RIA	Checkpoint License Agreement, as amended, dated March 15, 2007.			License

Lexco Data Systems, L.P.	Geographic Site License Agreement in effect for one year, dated June 27, 2012.			License
Seismic Micro-Technology, Inc. d/b/a IHS Global Inc.	Letter Agreement for Seismic Micro-Technology, Inc.'s Software Packages Network and/or Standalone License Agreement and the Seismic Micro-Technology, Inc.'s Software Packages Network and/or Standalone Maintenance Agreement dated July 19, 2001.			License
Oceanweather, Inc.	License Agreement for selected NEXTRA Products dated August 6, 2007.			License
Ez Custom Software Solutions, LLP	License Agreement which covers software to calculate FAS 123R compensation expense effective May 17, 2006			License
Merrick Systems, Inc.	Software License Agreement dated August 23, 2004			License
Oceaneering Solus Schall Division	Software License Agreement for CAIRS that manages and reports inspection of data.			License
O'Briens Response Management, Inc.	Software License Agreement for CommandPro dated September 4, 2008.			License
Petrophysical Solutions, Inc.	License Agreement for use of data related to ongoing operations in the Gulf of Mexico dated October 14, 2008			License
Argus Media Inc.	License agreement dated October 1, 2010			License Agreement
Paradigm Tech (P2 Energy Solutions)	Software License Agreement pertaining to Excalibur, Cue-Bic, and UniData dated November 7, 1999			License

Petroleum Limited	Experts	Software Perpetual License Agreement Limited Warranty, as amended, dated November 8, 2005.			License
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EXHIBIT D

Attached to and made a part of the
PRODUCTION PAYMENT AGREEMENT
between
ATP OIL & GAS CORPORATION
and
BUYER

SALES CONTRACTS

None.

Exhibit B

[Redline Production Payment Agreement]

EXECUTION VERSION

PRODUCTION PAYMENT AGREEMENT

By and Between

ATP OIL & GAS CORPORATION<
as Seller,>

and

[]

<AVENUE INTERNATIONAL MASTER, L.P.,>
<AVENUE INVESTMENTS, L.P.,>
<CREDIT SUISSE LOAN FUNDING LLC,>
<FPA CRESCENT FUND,>
<FPA HAWKEYE-7,>
<FPA VALUE PARTNERS FUND, and>
<HAWKEYE FUND LLC,
as Buyers>

Dated Effective as of
July [], 2013

PRODUCTION PAYMENT AGREEMENT

THIS PRODUCTION PAYMENT AGREEMENT (this “**Agreement**”) by and among ATP OIL & GAS CORPORATION, a Texas corporation, whose address is 4600 Post Oak Place, Suite 100, Houston, Texas 77027 (together with its successors and assigns, “**Seller**”), and each of the Persons set forth on Schedule 1 hereto (each, together with its successors and assigns, individually, a “**Buyer**” and, collectively, “**Buyers**”), is entered into effective as of the Effective Time. Seller and each Buyer are each individually a “**Party**” and are collectively the “**Parties**”.

RECITALS

WHEREAS, Seller desires to sell to Buyers a production payment out of Hydrocarbons that may be produced from the Subject Interests and Buyers desire to purchase such production payment, pursuant to the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual benefits and obligations of the Parties contained herein, Buyers and Seller agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. Each capitalized term used herein but not defined herein shall have the meaning given to it in the Conveyance. When used in this Agreement, the following terms shall have the meanings indicated below:

“**Affiliate**” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“**Agreement**” has the meaning set forth in the Preamble.

“**APA Closing**” means the Closing under and as defined in the Asset Purchase Agreement.

“**Associated Parties**” means successors, assigns, directors, officers, employees, agents, contractors, subcontractors, and Affiliates.

“**Backstop Parties**” means ~~{~~ <Avenue International Master, L.P., Avenue Investments, L.P., Credit Suisse Loan Funding LLC, FPA Crescent Fund, FPA Hawkeye-7, FPA Value Partners Fund, and Hawkeye Fund LLC>.

“**Bankruptcy Case**” means the Seller’s Case No. 12-36187 under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court, filed on the Petition Date.

~~BUYER:~~<BUYERS:>

[_____]

<AVENUE INTERNATIONAL MASTER, L.P.>

By:_____
Name:_____
Title:_____

<AVENUE INVESTMENTS, L.P.>

[_____]

By:_____
Name:_____
Title:_____

<

CREDIT SUISSE LOAN FUNDING LLC>

[REDACTED]

By:_____

Name:_____

Title:_____

<

EPA CRESCENT FUND>

<By:>
<Name:>
<Title:>

<FPA HAWKEYE-7>

<By:>
<Name:>
<Title:>

<EPA VALUE PARTNERS FUND>

<By:>
<Name:>
<Title:>

<HAWKEYE FUND LLC>

<By:>
<Name:>
<Title:>

SCHEDULE I
Attached to and made a part of the
PRODUCTION PAYMENT AGREEMENT
between
ATP OIL & GAS CORPORATION

~~and~~

[red line] <

as Seller.>

<and

AVENUE INTERNATIONAL MASTER, L.P.,>

<AVENUE INVESTMENTS, L.P.,>

<CREDIT SUISSE LOAN FUNDING LLC,>

<FPA CRESCENT FUND,>

<FPA HAWKEYE-7,>

<FPA VALUE PARTNERS FUND, and>

<HAWKEYE FUND LLC,>

as Buyers>

BUYERS AND THEIR PRO RATA SHARES

<u><Buyer></u>	<u><Pro Rata Share></u>
<u><Avenue International Master, L.P.></u>	
<u><Avenue Investments, L.P.></u>	
<u><Credit Suisse Loan Funding LLC></u>	
<u><FPA Crescent Fund></u>	
<u><FPA Hawkeye-7></u>	
<u><FPA Value Partners Fund></u>	
<u><Hawkeye Fund LLC></u>	
<u><TOTAL:></u>	

EXHIBIT A
Attached to and made a part of the
PRODUCTION PAYMENT AGREEMENT
between
ATP OIL & GAS CORPORATION
~~and~~
[redacted] <
as Seller,>
<and
AVENUE INTERNATIONAL MASTER, L.P.,>
<AVENUE INVESTMENTS, L.P.,>
<CREDIT SUISSE LOAN FUNDING LLC,>
<FPA CRESCENT FUND,>
<FPA HAWKEYE-7,>
<FPA VALUE PARTNERS FUND, and>
<HAWKEYE FUND LLC,
as Buyers>
FORM OF
CONVEYANCE OF PRODUCTION PAYMENT

IN WITNESS WHEREOF, the Parties have executed this Conveyance as of the Effective Time.

ASSIGNOR:

ATP OIL & GAS CORPORATION

By:_____

Name:_____

Title:_____

~~ASSIGNEE:~~<

ASSIGNEES:>

[_____]

<AVENUE INTERNATIONAL MASTER, L.P.>

By:_____

Name:_____

Title:_____

~~ASSIGNEE:~~

[_____]

<AVENUE INVESTMENTS, L.P.>

By:_____

Name:_____

Title:_____

<

CREDIT SUISSE LOAN FUNDING LLC>

<By: >
<Name: >
<Title: >
<

FPA CRESCENT FUND>

<By: >
<Name: >
<Title: >

<FPA HAWKEYE-7>

<By: >
<Name: >
<Title: >

<FPA VALUE PARTNERS FUND>

<By: >
<Name: >
<Title: >

~~ASSIGNEE:~~

[]

<HAWKEYE FUND LLC>

By: _____
Name: _____
Title: _____

SCHEDULE I

Attached to and made a part of the
CONVEYANCE OF PRODUCTION PAYMENT
between
ATP OIL & GAS CORPORATION

~~and~~

[REDACTED]

as Assignor.

<and

AVENUE INTERNATIONAL MASTER, L.P.,

<AVENUE INVESTMENTS, L.P.,

<CREDIT SUISSE LOAN FUNDING LLC,

<FPA CRESCENT FUND,

<FPA HAWKEYE-7,

<FPA VALUE PARTNERS FUND, and

<HAWKEYE FUND LLC,

as Assignees

ASSIGNEES AND THEIR PRO RATA SHARES

<u><Assignee></u>	<u><Pro Rata Share></u>
<u><Avenue International Master, L.P.></u>	
<u><Avenue Investments, L.P.></u>	
<u><Credit Suisse Loan Funding LLC></u>	
<u><FPA Crescent Fund></u>	
<u><FPA Hawkeye-7></u>	
<u><FPA Value Partners Fund></u>	
<u><Hawkeye Fund LLC></u>	
<u><TOTAL:></u>	

EXHIBIT A

Attached to and made a part of the
CONVEYANCE OF PRODUCTION PAYMENT
between

ATP OIL & GAS CORPORATION

~~and~~

~~BUYER~~<_

as Assignor.>

<and

AVENUE INTERNATIONAL MASTER, L.P..>

<AVENUE INVESTMENTS, L.P..>

<CREDIT SUISSE LOAN FUNDING LLC.>

<FPA CRESCENT FUND.>

<FPA HAWKEYE-7.>

<FPA VALUE PARTNERS FUND. and >

<HAWKEYE FUND LLC.

as Assignees>

INTERESTS

Exhibit C

[Revised Proposed Order]

**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 (A) APPROVING THE DEBTOR’S SALE OF A HYDROCARBON
PRODUCTION PAYMENT AND (B) GRANTING RELATED RELIEF**

Upon the motion of ATP Oil & Gas Corporation (“**ATP**” or the “**Debtor**”) pursuant to 11 U.S.C. §§ 105 and 363, 1107(a) and 1108 for an Order (A) approving the Debtor’s sale of a hydrocarbon production payment and (B) granting related relief (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:¹

IT IS HEREBY ORDERED THAT:²

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.

¹ Capitalized terms undefined herein shall have the meaning attributed to them in the Motion or the Production Payment Agreement.

² The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this Chapter 11 case pursuant to Bankruptcy Rule 9014. To the extent any of the conclusions of law constitute findings of fact, they are adopted as such and vice versa.

3. The Production Payment Agreement and all other ancillary documents (including, without limitation, the Conveyance of Production Payment (the “Conveyance”)) and all of the terms and conditions thereof, are hereby approved.

4. Pursuant to Section 363(b) of the Bankruptcy Code, the Debtor is authorized and empowered to take any and all actions necessary or appropriate to (i) consummate the sale of the Production Payment (as such term is defined in the Conveyance) to the Buyers pursuant to and in accordance with the terms and conditions of the Production Payment Agreement, (ii) close the Sale as contemplated in the Production Payment Agreement and this Order, and (iii) execute and deliver, perform under, consummate, implement, and fully close the Production Payment Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Production Payment Agreement and the Sale.

5. The Buyers are not “insiders” or “affiliates” of the Debtor as those terms are defined in Sections 101(31) and 101(2) of the Bankruptcy Code. Neither the Debtor nor any of the Buyers has engaged in any conduct that would cause or permit the Production Payment Agreement to be avoided under Section 363(n) of the Bankruptcy Code.

6. The Debtor has title to the assets purchased pursuant to the Production Payment Agreement (the “Purchased Assets”). Pursuant to Sections 105(a), 363(b) and 363(f) of the Bankruptcy Code, the Debtor is authorized to transfer the Purchased Assets to the Buyers on the Closing Date and such transfer shall (a) constitute a legal, valid, binding, and effective transfer of the Purchased Assets, (b) vest the Buyers with title to the Purchased Assets, and (c) except for Permitted Encumbrances (as defined in the Conveyance), upon the Debtor’s receipt of the Purchase Price, be free and clear of (i) all liens relating to, accruing, or arising any time

prior to the Closing Date (the “**Liens**”), including, without limitation, any such Liens (x) that purport to give to any party a right of setoff or recoupment against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase, or repurchase right or option, or termination of, the Debtor or the Buyer’s interests in the Purchased Assets, or any similar rights, or (y) in respect of taxes, restrictions, rights of first refusal, charges of interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income, or other exercise of any attributes of ownership) and (ii) all debts arising under, relating to, or in connection with any act of the Debtor or claims (as that term is defined in Section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of this case, and whether imposed by agreement, understanding, law, equity or otherwise relating to, accruing or arising any time prior to the Closing Date (collectively in this clause (ii), the “**Claims**” and, together with the Liens, the “**Claims and Interests**”). All such Claims and Interests shall attach to the proceeds received by the Debtor under the Production Payment Agreement in the order of their priority, with the same validity, force, and effect which they now have as against the Purchased Assets (subject to any claims and defenses the Debtor or its estate may possess with respect thereto).

7. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Debtor’s interests in the Purchased Assets. This Order is and shall be effective as a determination that, on the Closing Date, all Claims and Interests and any other interest of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date, shall

have been unconditionally released, discharged, and terminated, and that the conveyances described herein have been effected.

8. Upon consummation of the transactions set forth in the Production Payment Agreement, the Buyers shall be authorized to file termination statements or lien terminations in any required jurisdiction to remove any record, notice filing, or financing statement recorded to attach, perfect, or otherwise notice any lien or encumbrance, with respect to the Purchased Assets, that is extinguished or otherwise released pursuant to this Order under Section 363 and the related provisions of the Bankruptcy Code. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder of any state, county, or local authority to act to cancel any of the Claims and Interests of record.

9. All persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation claimants, and other creditors, holding Claims and Interests or other interests of any kind or nature whatsoever against or in all or any portion of the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate), arising under or out of, in connection with, or in any way relating to the Debtor, the operation of the Debtor's business prior to the Closing Date, or the transfer of the Purchased Assets to the Buyers, hereby are forever barred, estopped, and permanently enjoined from asserting against the Buyers, any of their respective affiliates, any of the foregoing's successors, assigns, or properties, or the Purchased Assets, such persons' or entities' Claims and Interests or any other interests in and to the Purchased Assets.

10. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtor to sell and

transfer the Purchased Assets to the Buyers in accordance with the terms of the Production Payment Agreement and this Order.

11. The consideration provided by the Buyers to the Debtor pursuant to the Production Payment Agreement constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia. The Production Payment Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia. Neither the Debtor nor any of the Buyers is fraudulently entering into the transaction contemplated by the Production Payment Agreement.

12. The Production Payment Agreement was negotiated, proposed and entered into by the Debtor and the Buyers without collusion, in good faith and from arms'-length bargaining positions. The transactions contemplated by the Production Payment Agreement are undertaken by the Buyers without collusion and in good faith, as that term is defined in Section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale of the Production Payment shall not affect the validity of the sale free and clear of Claims and Interests unless such authorization and such sale are duly stayed pending such appeal. The Buyers are good faith purchasers within the meaning of Section 363(m) of the Bankruptcy Code and under other applicable bankruptcy and non-bankruptcy law and, as such, are entitled to the full protections under Section 363(m) of the Bankruptcy Code and under other applicable bankruptcy and non-bankruptcy law.

13. The Production Payment (as defined and described in the Production Payment Agreement) shall be deemed to be and treated for all purposes as a “production payment” within the meaning of Sections 101(42A) and 541(b) of the Bankruptcy Code.

14. This Order shall be binding in all respects upon (a) the Debtor, (b) the Debtor’s estate, (c) all creditors of, and holders of equity interests in the Debtor, (d) each Buyer and all of its respective successors and assigns, (e) the Production Payment, and (f) any trustee subsequently appointed in the Debtor’s Chapter 11 case, or a Chapter 7 trustee appointed upon a conversion of this case to a case under Chapter 7 under the Bankruptcy Code. This Order and the Production Payment Agreement shall inure to the benefit of the Debtor, its estate and creditors, each Buyer, and the respective successors and assigns of each of the foregoing.

15. The Debtor is hereby authorized to take any and all actions necessary to consummate the Production Payment Agreement, including any actions that otherwise would require further approval by the Debtor’s board of directors or board of managers, as the case may be, without the need of obtaining such approvals.

16. 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.

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

18. Nothing contained herein will impact, restrict or impair the rights or interests, if any, of the holders of overriding royalty interests, net profits interests or similar burdens on the properties to which the Production Payment relates (i) under applicable law regarding title to, or the validity of, such interests or the production proceeds attributable to such interests, if any, or

(ii) otherwise with respect to any adversary proceedings currently before this Court including, but not limited to, whether the conveyances creating such interests are executory contracts. The rights of all parties-in-interest with respect to such issues are fully reserved.

SIGNED this ____ day of July, 2013.

MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Exhibit D

[Redline Proposed Order]

**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 (A) APPROVING THE DEBTOR'S SALE OF A HYDROCARBON
PRODUCTION PAYMENT AND (B) GRANTING RELATED RELIEF**

Upon the motion of ATP Oil & Gas Corporation (“**ATP**” or the “**Debtor**”) pursuant to 11 U.S.C. §§ 105 and 363, 1107(a) and 1108 for an Order (A) approving the Debtor’s sale of a hydrocarbon production payment and (B) granting related relief (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;¹

IT IS HEREBY ORDERED THAT.²

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.

¹ Capitalized terms undefined herein shall have the meaning attributed to them in the Motion or the Production Payment Agreement.

² The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this Chapter 11 case pursuant to Bankruptcy Rule 9014. To the extent any of the conclusions of law constitute findings of fact, they are adopted as such and vice versa.

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. The Production Payment Agreement and all other ancillary documents, (including, without limitation, the Conveyance of Production Payment (the “Conveyance”)) and all of the terms and conditions thereof, are hereby approved.

4. Pursuant to Section 363(b) of the Bankruptcy Code, the Debtor is authorized and empowered to take any and all actions necessary or appropriate to (i) consummate the sale of the Production Payment (as such term is defined in the Conveyance) to the Buyers pursuant to and in accordance with the terms and conditions of the Production Payment Agreement, (ii) close the Sale as contemplated in the Production Payment Agreement and this Order, and (iii) execute and deliver, perform under, consummate, implement, and fully close the Production Payment Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Production Payment Agreement and the Sale.

5. The Buyers are not “insiders” or “affiliates” of the Debtor as those terms are defined in Sections 101(31) and 101(2) of the Bankruptcy Code. Neither the Debtor nor any of the Buyers has engaged in any conduct that would cause or permit the Production Payment Agreement to be avoided under Section 363(n) of the Bankruptcy Code.

6. The Debtor has title to the assets purchased pursuant to the Production Payment Agreement (the “Purchased Assets”). Pursuant to Sections 105(a), 363(b) and 363(f) of the Bankruptcy Code, the Debtor is authorized to transfer the Purchased Assets to the Buyers on the Closing Date and such transfer shall (a) constitute a legal, valid, binding, and effective transfer of the Purchased Assets, (b) vest the Buyers with title to the Purchased Assets, and (c) except for Permitted Encumbrances (as defined in the Conveyance), upon the Debtor’s receipt of the

Purchase Price, be free and clear of (i) all liens relating to, accruing, or arising any time prior to the Closing Date (the “**Liens**”), including, without limitation, any such Liens (x) that purport to give to any party a right of setoff or recoupment against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase, or repurchase right or option, or termination of, the Debtor or the Buyer’s interests in the Purchased Assets, or any similar rights, or (y) in respect of taxes, restrictions, rights of first refusal, charges of interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income, or other exercise of any attributes of ownership) and (ii) all debts arising under, relating to, or in connection with any act of the Debtor or claims (as that term is defined in Section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of this case, and whether imposed by agreement, understanding, law, equity or otherwise relating to, accruing or arising any time prior to the Closing Date (collectively in this clause (ii), the “**Claims**” and, together with the Liens, the “**Claims and Interests**”). All such Claims and Interests shall attach to the proceeds received by the Debtor under the Production Payment Agreement in the order of their priority, with the same validity, force, and effect which they now have as against the Purchased Assets (subject to any claims and defenses the Debtor or its estate may possess with respect thereto).

7. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Debtor’s interests in the Purchased Assets. This Order is and shall be effective as a determination that, on the Closing Date, all Claims and Interests and any other interest of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date, shall have been

unconditionally released, discharged, and terminated, and that the conveyances described herein have been effected.

8. Upon consummation of the transactions set forth in the Production Payment Agreement, the Buyers shall be authorized to file termination statements or lien terminations in any required jurisdiction to remove any record, notice filing, or financing statement recorded to attach, perfect, or otherwise notice any lien or encumbrance, with respect to the Purchased Assets, that is extinguished or otherwise released pursuant to this Order under Section 363 and the related provisions of the Bankruptcy Code. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder of any state, county, or local authority to act to cancel any of the Claims and Interests of record.

9. All persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation claimants, and other creditors, holding Claims and Interests or other interests of any kind or nature whatsoever against or in all or any portion of the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate), arising under or out of, in connection with, or in any way relating to the Debtor, the operation of the Debtor's business prior to the Closing Date, or the transfer of the Purchased Assets to the Buyers, hereby are forever barred, estopped, and permanently enjoined from asserting against the Buyers, any of their respective affiliates, any of the foregoing's successors, assigns, or properties, or the Purchased Assets, such persons' or entities' Claims and Interests or any other interests in and to the Purchased Assets.

10. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtor to sell and transfer

the Purchased Assets to the Buyers in accordance with the terms of the Production Payment Agreement and this Order.

11. The consideration provided by the Buyers to the Debtor pursuant to the Production Payment Agreement constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia. The Production Payment Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia. Neither the Debtor nor any of the Buyers is fraudulently entering into the transaction contemplated by the Production Payment Agreement.

12. The Production Payment Agreement was negotiated, proposed and entered into by the Debtor and the Buyers without collusion, in good faith and from arms'-length bargaining positions. The transactions contemplated by the Production Payment Agreement are undertaken by the Buyers without collusion and in good faith, as that term is defined in Section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale of the Production Payment shall not affect the validity of the sale free and clear of Claims and Interests unless such authorization and such sale are duly stayed pending such appeal. The Buyers are good faith purchasers within the meaning of Section 363(m) of the Bankruptcy Code and under other applicable bankruptcy and non-bankruptcy law and, as such, are entitled to the full protections under Section 363(m) of the Bankruptcy Code and under other applicable bankruptcy and non-bankruptcy law.

13. ~~5.~~ The Production Payment (as defined and described in the Production Payment Agreement) shall be deemed to be and treated for all purposes as a “production payment” within the meaning of Sections 101(42A) and 541(b) of the Bankruptcy Code.

14. ~~6.~~ This Order shall be binding in all respects upon (a) the Debtor, (b) the Debtor’s estate, (c) all creditors of, and holders of equity interests in the Debtor, (d) each Buyer and all of its respective successors and assigns, (e) the Production Payment, and (f) any trustee subsequently appointed in the Debtor’s Chapter 11 case, or a Chapter 7 trustee appointed upon a conversion of this case to a case under Chapter 7 under the Bankruptcy Code. This Order and the Production Payment Agreement shall inure to the benefit of the Debtor, its estate and creditors, each Buyer, and the respective successors and assigns of each of the foregoing.

15. ~~7.~~ The Debtor is hereby authorized to take any and all actions necessary to consummate the Production Payment Agreement, including any actions that otherwise would require further approval by the Debtor’s board of directors or board of managers, as the case may be, without the need of obtaining such approvals.

16. ~~8.~~ 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.

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

18. ~~10.~~ Nothing contained herein will impact, restrict or impair the rights or interests, if any, of the holders of overriding royalty interests, net profits interests or similar burdens on the properties to which the Production Payment relates (i) under applicable law regarding title to, or the validity of, such interests or the production proceeds attributable to such interests, if any, or (ii)

otherwise with respect to any adversary proceedings currently before this Court including, but not limited to, whether the conveyances creating such interests are executory contracts. The rights of all parties-in-interest with respect to such issues are fully reserved.

SIGNED this ____ day of July, 2013.

MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE