

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

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

NOTICE OF DEBTOR’S DESIGNATION OF SUCCESSFUL BID

PLEASE TAKE NOTICE that, pursuant to the Bidding Procedures approved by the Court in conjunction with the Order (A) Approving (i) Bidding Procedures; (ii) Bid Protections; (iii) Auction Procedures; and (iv) Assumption and Assignment Procedures; (B) Approving Notice Procedures for (i) The Solicitation of Bids; and (ii) An Auction; (C) Scheduling Hearings on Approval of a Sale or Sales of Substantially All of Debtor’s Deepwater Property Assets; and (D) Granting Related Relief [Dkt. No. 1419] (the “Bid Procedures Order”), ATP Oil & Gas Corporation (the “Debtor”) conducted an auction of substantially all of its assets on May 7, 2013 (the “Auction”).

PLEASE TAKE FURTHER NOTICE that, at the conclusion of the Auction, the Debtor selected the bid of Credit Suisse AG as administrative and collateral agent to the DIP Lenders as the Successful Bid (as defined in the Bidding Procedures) with the highest and best bid submitted at the Auction. The Debtor shall promptly submit the Successful Bid to its Board of Directors for its consideration. The Debtor did not designate a Backup Successful Bidder at the close of the Auction.

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit A are the following documents received by the Debtor in conjunction with the Successful Bid:

1. Asset Purchase Agreement (“APA”)
2. Blackline APA
3. Exhibit A to the APA
4. Exhibit B to the APA (Form of Order)
5. Blackline Exhibit B
6. Schedules 2.02(o) and 2.03(g) to the APA
7. Newco Term Sheet



Dated: Houston, Texas
May 7, 2013

Respectfully submitted,

MAYER BROWN LLP

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Exhibit A

Part 1

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

ATP OIL & GAS CORPORATION

AS SELLER

AND

CREDIT SUISSE AG

AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT

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EXHIBITS

Exhibit A	Part 1	Leases and Wells
Exhibit A	Part 2	Overriding Royalty Interests and Net Profits Interests
Exhibit A	Part 3	Permits, Servitudes, Rights-of-Use, Easements and Rights-of-Way
Exhibit A	Part 4(a)	Assigned Contracts
Exhibit A	Part 4(b)	Excluded Contracts
Exhibit A	Part 5	Intellectual Property
Exhibit B	--	Form of Sale Order

SCHEDULES¹

Schedule 1.01A	–	Seller’s Knowledge
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Schedule 1.01C	–	Liens on Assets
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Schedule 2.03(g)	–	Excluded Claims
Schedule 4.01	–	Schedules Relating to Seller’s Representations and Warranties
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Schedule 5.01	–	Interim Operations

¹ Note to Seller: This Agreement is subject to Seller’s provision of disclosure schedules that are acceptable to the Administrative Agent acting at the direction of the Required Lenders.

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”) is made and entered into this ___ day of May, 2013, by and between ATP Oil & Gas Corporation, a Texas corporation (“**Seller**”), and Credit Suisse AG, exclusively in its capacity as administrative agent and collateral agent for the Lenders under the DIP Credit Agreement (the “**Administrative Agent**”). For purposes hereof, “**Buyer**” will be a Person designated by the Administrative Agent, at the direction of the Required Lenders and on behalf of the Lenders to receive the Assets and assume the Assumed Obligations, as promptly as practicable after the date hereof and in accordance with Section 5.12. Seller, the Administrative Agent and, on and after the Joinder Date, Buyer, are sometimes referred to herein, collectively, as the “**Parties**” and, individually, as a “**Party**.” In respect of Buyer, all references to the “date hereof” or the “date of this Agreement” shall refer to the Joinder Date, unless the context otherwise requires or as specifically provided otherwise.

WITNESSETH:

WHEREAS, Seller is the owner of certain oil and gas assets and other assets located in the Gulf of Mexico and elsewhere in the world;

WHEREAS, Seller holds all of the Purchased Equity;

WHEREAS, Seller is the subject of a case under the Bankruptcy Reform Act of 1978, as codified in title 11 of the United States Code, 11 U.S.C. §§ 101 through 1532, as may have been or are amended from time to time (the “**Bankruptcy Code**”) before the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”) as Case No. 12-36187 (the “**Bankruptcy Case**”), and is subject to the jurisdiction thereof;

WHEREAS, the transactions contemplated hereunder are subject to the authorization and approval of the Bankruptcy Court;

WHEREAS, Buyer desires to purchase and Seller desires to sell all of the Assets (as hereinafter defined) in accordance with the terms and conditions of this Agreement and the orders of the Bankruptcy Court with respect thereto;

WHEREAS, Buyer desires to credit bid a portion of the obligations secured by the DIP Credit Agreement and to agree to pay on behalf of the Lenders a specified amount in cash to satisfy legitimate Liens on Assets that are ranked senior to the DIP Claims; and

WHEREAS, pursuant to the Bidding Procedures Order and under the Bankruptcy Code, Buyer is entitled to exercise its credit bid right pursuant to Section 363(k) of the Bankruptcy Code on account of its DIP Claims (the “**Credit Bid**”).

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations, warranties, covenants, conditions and agreements contained

herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

“**Accounting Arbitrator**” shall have the meaning given that term in Section 7.02(e).

“**Accounts Receivable**” shall mean any and all accounts receivable of Seller, including all trade accounts, notes and other receivables and indebtedness for borrowed money or overdue accounts receivable, in each case owing to Seller and all Claims relating thereto or arising therefrom.

“**Adjusted Purchase Price**” shall have the meaning given that term in Section 3.01.

“**Administrative Agent**” shall have the meaning given that term in the preamble.

“**AFEs**” shall have the meaning given that term in Section 4.01(o).

“**Affiliate**” shall mean any Person that, directly or indirectly, through one or more entities, controls, is controlled by or is under common control with the Person specified. For the purpose of the immediately preceding sentence, the term “control” and its syntactical variants mean the power, direct or indirect, to direct or cause the direction of the management of such Person, whether through the ownership of voting securities, by Contract, agency or otherwise. For the purposes of construing this Agreement, the Administrative Agent and Buyer shall be deemed not to be Affiliates of each other.

“**Agreement**” shall have the meaning given that term in the preamble.

“**Allocation**” shall have the meaning given that term in Section 3.02.

“**Assets**” shall have the meaning given that term in Section 2.02.

“**Assignment**” shall have the meaning given that term in Section 7.03(a).

“**Assigned Contracts**” shall have the meaning given that term in Section 2.02(f).

“**Assumed Encumbrances**” shall mean any of the following:

(a) any easements, rights-of-way, servitudes, Permits and other similar rights under applicable Law, in each case, that exist of record and burden the Assets, for the purposes of pipelines, transmission lines or other similar fixtures

that do not, individually or in the aggregate, materially impair the use of the Assets to which they relate as currently used;

(b) all lessors' royalties reserved in the Leases and all overriding royalties, net profits interests, carried interests, production payments and reversionary interests in each case as set forth in Exhibit A—Part 2, to the extent the same are valid, of record in the jurisdiction where real property or immoveable property conveyance instruments are to be recorded and burden the Leases; and

(c) liens and encumbrances arising under any Contract or Lease assumed and assigned to Buyer under this Agreement.

“Assumed Obligations” shall have the meaning given that term in Section 10.01.

“Assumed Seller Taxes” shall mean unpaid Non-Income Taxes or Production Taxes attributable to Tax periods ending prior to the Closing Date that have given rise to a Lien reflected on Schedule 1.01B.

“ATP Israel” shall mean ATP East Mediterranean B.V., a Dutch private company with limited liability.

“ATP Israel Subs” shall mean ATP East Mediterranean Number 1 B.V., a Dutch private company with limited liability, ATP East Mediterranean Number 2 B.V., a Dutch private company with limited liability, and ATP East Mediterranean Number 3 B.V., a Dutch private company with limited liability.

“ATP Netherlands” shall mean ATP Oil & Gas (Netherlands) B.V., a Dutch private company with limited liability.

“ATP UK” shall mean ATP Oil & Gas (UK) Company, a UK limited company.

“Auction” shall have the meaning given that term in the Bidding Procedures Order.

“Bankruptcy Case” shall have the meaning given that term in the preamble.

“Bankruptcy Code” shall have the meaning given that term in the preamble.

“Bankruptcy Court” shall have the meaning given that term in the preamble.

“Bankruptcy Sale Motion” shall have the meaning given that term in Section 4.01(w).

“Bidding Procedures Order” shall have the meaning given that term in Section 4.01(x).

“**BOEM/BSEE**” shall mean United States Department of Interior Bureau of Ocean Energy Management and Bureau of Safety and Environmental Enforcement, and any successor Governmental Authority.

“**BOEM/BSEE Trusts**” shall mean those trusts established pursuant to the Decommissioning Trust Agreements, as amended, supplemented or restated from time to time, effective as of November 15, 2012, among Seller, JPMorgan Chase Bank, N.A. and The United States of America, acting by and through the BOEM/BSEE, entered by the Bankruptcy Court on November 29, 2012 and as amended on March 28, 2013.

“**BOEM/BSEE Trust Proceeds**” shall have the meaning given that term in Section 2.02(g).

“**BOEM Condition**” shall mean the condition set forth in Section 6.02(d).

“**Business Day**” shall mean any day other than a Saturday, a Sunday or a day on which banks in New York, New York or Houston, Texas are authorized or obligated by Law to close.

“**Buyer**” shall mean the Person designated by the Administrative Agent pursuant to Section 5.12.

“**Buyer Material Adverse Effect**” shall mean any change, effect, state of facts, occurrence, event or circumstance that prevents or materially impedes the consummation by Buyer of the transactions contemplated by this Agreement.

“**Buyer Representatives**” shall mean Buyer and its members, partners or shareholders, as the case may be, and its Affiliates, and its and their respective successors and assigns, and the officers, board of directors and/or managers, employees, agents and representatives of all of the foregoing Persons.

“**Claim**” shall mean a right to (i) a payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured or (ii) an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

“**Clipper Escrow**” shall mean that certain escrow agreement dated December 1, 2011 by and among, Seller, Stephens Production Company, L.L.C. and JPMorgan Chase Bank, NA, as escrow agent, established pursuant to that certain Settlement Agreement, Mutual Release and Indemnification agreement dated as of October 31, 2011 by and between Seller and Stephens Production Company, L.L.C.

“**Closing**” shall have the meaning given that term in Section 7.01.

“**Closing Cash Payment**” shall have the meaning given that term in Section 3.01.

“**Closing Date**” shall have the meaning given that term in Section 7.01.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended.

“**Contracts**” shall mean all written or oral contracts, leases, subleases, licenses, indentures, agreements, instruments, commitments and other legally binding arrangements.

“**Contract Cure Amount**” shall mean, with respect to any Assigned Contract, the amounts required to be paid, if any, in connection with the assumption and assignment of such Assigned Contract pursuant to Section 365 of the Bankruptcy Code.

“**Credit Bid**” shall have the meaning given that term in the preamble.

“**Debt Facilities**” shall mean the following, together with all amendments, forbearances and other modifications thereto:

- (a) the DIP Credit Agreement, together with all collateral and security documents executed in connection therewith;
- (b) the Prepetition Hedge Obligations; and
- (c) the Senior Second Lien Notes.

“**Defensible Title**” shall mean such title of Seller that, subject to and except for the Assumed Encumbrances:

- (a) with respect to any Well (but limited to any currently producing intervals):
 - (i) entitles Seller to receive not less than the percentage set forth in Exhibit A—Part 1, as the net revenue interest for such Well of all Hydrocarbons produced and saved from such Well, without reduction of such interest throughout the duration of the life of such Well, except (A) as set forth in Exhibit A—Part 1 and (B) decreases in connection with those operations in which Seller may from and after the date of this Agreement be a non-consenting co-owner;
 - (ii) obligates Seller to bear not greater than the working interest for such Well (shown in Exhibit A—Part 1), without increase throughout the duration of the life of such Well, except (A) as set forth in Exhibit A—Part 1, (B) increases resulting from contribution requirements with respect to defaulting or non-consenting co-owners under applicable operating agreements, and (C) increases to the extent that they are accompanied by a proportionate increase in Seller’s corresponding net revenue interest (set forth in Exhibit A—Part 1); and

(b) with respect to any Property, is free and clear of all Liens (other than Assumed Encumbrances).

“**Delinquent ORRIs/NPIs**” shall have the meaning given that term in Section 4.01(j).

“**DIP Claims**” shall mean (i) the aggregate principal amount of obligations outstanding under the DIP Credit Agreement, together with accrued interest and any other Claim with respect to the DIP Credit Agreement and (ii) the aggregate principal amount of obligations outstanding under the Prepetition Hedge Obligations that rank pari passu with the DIP Credit Agreement.

“**DIP Credit Agreement**” shall mean that certain Senior Secured Superpriority Priming Debtor-in-Possession Credit Agreement dated as of August 29, 2012, by and among Seller, as borrower, the lenders from time to time party thereto, and the Administrative Agent, together with all collateral or security documents executed in connection therewith by Seller or its Affiliates, as amended, supplemented and modified from time to time.

“**DIP Order**” shall mean the Final Order of the Bankruptcy Court approving the DIP Credit Agreement entered by the Bankruptcy Court on September 20, 2012, as amended.

“**Disgorged Payment**” shall have the meaning given that term in Section 8.02(b).

“**Dispute Notice**” shall have the meaning given that term in Section 7.02(d).

“**DOJ**” shall mean the Department of Justice.

“**Environmental Laws**” shall mean applicable federal and state statutes and regulations and applicable local statutes, regulations and/or ordinances relating to the protection of human health and the environment, including the Clean Air Act, the Clean Water Act, the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Occupational Safety and Health Act of 1970, the Resource Conservation and Recovery Act of 1976, the Safe Drinking Water Act, the Toxic Substances Control Act and the Oil Pollution Act of 1990. The term “**Environmental Laws**” shall also include all amendments to any of the foregoing that are adopted prior to the date of this Agreement, but shall not include any Law not in effect as of the date of this Agreement.

“**Excluded Assets**” shall have the meaning given that term in Section 2.03.

“**Excluded Contracts**” shall have the meaning given that term in Section 2.03(c).

“**Excluded Properties**” shall mean Seller’s interests in any oil and gas leases (other than the Leases), any interests in any units or pooled or communitized properties arising on account of such leases having been unitized or pooled into such units or with

such lands (other than the Unit Interests) and any oil and gas wells attributable to such leases or such other interests (other than the Wells).

“**Facilities**” shall have the meaning given that term in Section 2.02(c).

“**Files**” shall have the meaning given that term in Section 2.02(h).

“**Final Adjustments**” shall have the meaning given that term in Section 7.02(d).

“**Final Order**” shall mean an order of the Bankruptcy Court as to which the time to appeal has expired and as to which no appeal, petition for certiorari, or other proceedings for reconsideration shall then be pending.

“**Final Purchase Price**” shall mean the Adjusted Purchase Price as further adjusted in accordance with Section 7.02(f) and clause (y) of Section 3.01.

“**Final Settlement Statement**” shall have the meaning given that term in Section 7.02(d).

“**FTC**” shall mean the Federal Trade Commission.

“**GAAP**” shall mean generally accepted accounting principles in the United States of America as in effect from time to time.

“**Gomez**” shall mean the Excluded Properties consisting of and related to the oil and gas leases covering Mississippi Canyon 711, Mississippi Canyon 754 and Mississippi Canyon 755.

“**Governmental Authority**” shall mean any federal, state, county or municipal government or any court of competent jurisdiction, regulatory or administrative agency, quasi-governmental body, board, bureau, department, commission or other governmental authority.

“**HSR Act**” shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended from time to time, and the rules and regulations thereunder.

“**HSR Condition**” shall mean the condition set forth in Section 6.03(c).

“**Hydrocarbons**” shall mean oil, gas, casinghead gas, condensate, sulfur, and other liquid or gaseous hydrocarbons, or any of them or any combination thereof, and all products and substances extracted, separated, processed and produced therefrom.

“**Imbalance**” shall mean any (i) imbalance at the wellhead between the amount of Hydrocarbons produced from a Well and taken by Seller and allocated to the Assets and the amount of Hydrocarbons produced from a Well and allocable to Seller’s interest therein and (ii) imbalance between the amount of Hydrocarbons delivered by Seller to any pipeline and allocated to the Assets and the amount of Hydrocarbons scheduled to be delivered by Seller with respect to the Assets.

“**Income Taxes**” shall mean Taxes other than Non-Income Taxes, Production Taxes and Transfer Taxes.

“**Indirect Subsidiaries**” shall mean ATP Israel, the ATP Israel Subs and Titan Sub.

“**Intellectual Property**” shall mean: (a) all patents, patent applications and invention disclosures worldwide, together with all reissues, continuations, continuations-in-part, divisionals, supplementary protection certificates, extensions and re-examinations thereof; (b) all registered and unregistered trademarks, service marks, trade names, logos, trade dress and slogans, worldwide, and registrations and applications for registration thereof and any and all goodwill associated therewith; (c) all copyrights in copyrightable works, and all other rights of authorship recognized by statute or otherwise, and all applications, registrations and renewals in connection therewith; (d) all mask works and semiconductor chip rights, and all applications, registrations and renewals in connection therewith; (e) all trade secrets and confidential information, including ideas, research and development, know-how, and marketing plans and proposals, confidential inventions, technical information, processes, drawings, technology, research studies, computer programs, marketing studies, and customer lists; (f) domain names and uniform resource locators, and all contractual rights to the foregoing; (g) all seismic and geotechnical data and rights, to the extent the same is assignable without payments of fees or penalties or other liability; and (h) all other intellectual property rights relating to any or all of the foregoing.

“**Interim Period**” shall mean that period commencing on the date of the execution of this Agreement and terminating upon the earlier of the Closing or the termination of this Agreement.

“**IRS**” shall mean the Internal Revenue Service.

“**Joinder Date**” shall have the meaning given that term in Section 5.12.

“**Knowledge**” shall mean, with respect to Seller, the actual knowledge (after reasonable inquiry) of the Persons listed on Schedule 1.01A hereto and, with respect to Buyer, the actual knowledge (after reasonable inquiry) of the executive officers of Buyer.

“**KPMG**” shall have the meaning given that term in Section 7.02(e).

“**Law**” shall mean any applicable principle of common law, statute, law, rule, regulation, ordinance, order, code, notice to lessee, ruling, writ, injunction, decree or other official act of or by any Governmental Authority.

“**Leases**” shall mean Seller’s interests in the oil and gas leases set forth on Exhibit A—Part 1 (including, for the avoidance of doubt, all of Seller’s Record Title Interest, Operating Rights, Working Interests and Net Revenue Interests together with any additional interests of Seller in such leases acquired after the date hereof, including as a result of the ORRI/NPI Claims).

“**Lenders**” shall have the meaning given that term in the DIP Credit Agreement.

“**Liabilities**” shall mean any and all claims, causes of action, payments, charges, judgments, assessments, liabilities, losses, damages, penalties, fines, costs and expenses, debts and obligations (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), including any attorneys’ fees, legal or other expenses incurred in connection therewith and including liabilities, costs, losses and damages for personal injury or death or property damage.

“**Liens**” shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, lien (statutory or otherwise), security interest or other charge or encumbrance, any financing lease having substantially the same economic effect as any of the foregoing, any assignment of the right to receive income, any other type of preferential arrangement, or any right-of-way, easement, encroachment or encumbrance of any kind.

“**Material Adverse Effect**” shall mean (i) any change, effect, state of facts, occurrence, event or circumstance that results or is reasonably likely to result, individually or in the aggregate, in a material adverse effect on the value, use, ownership or operation of the Assets, taken as a whole, or (ii) any change, effect, state of facts, occurrence, event or circumstance that prevents or materially impedes the consummation by Seller of the transactions contemplated by this Agreement; provided, however, that no change, effect, state of facts, occurrence, event or circumstance, individually or in the aggregate, that arises or results from the following shall be deemed to constitute or be considered in determining whether a Material Adverse Effect has occurred pursuant to clause (i) above: (a) changes in general economic, capital market or political conditions that, in any case, do not materially disproportionately affect the Assets in the Gulf of Mexico as compared to similarly situated properties in the Gulf of Mexico; (b) changes that affect generally the oil and gas industry in the Gulf of Mexico that, in any case, do not materially disproportionately affect the Assets as compared to similarly situated properties in the Gulf of Mexico; (c) the declaration by the United States of a national emergency or acts of war or terrorism or acts of God that, in any case, do not materially disproportionately affect the Assets; (d) the entry into or announcement of the transactions contemplated by this Agreement; (e) changes in GAAP; (f) any changes in commodity prices, including any Hydrocarbons or other commodities relating to the Assets; or (g) changes relating to or arising from (x) the filing, pendency or conduct of the Bankruptcy Case or (y) the fact that Seller is operating as a debtor-in-possession under the Bankruptcy Code.

“**Material Contract**” shall mean the following (excluding any Contract executed as part of the Debt Facilities):

- (a) any Assigned Contract that (i) can reasonably be expected to result in aggregate payments by Seller or any Purchased Entity with respect to the Assets of more than \$300,000 during the current fiscal year and (ii) cannot be terminated without penalty on 60 days or less notice;

(b) any Assigned Contract that can reasonably be expected to result in aggregate revenues to Seller or any Purchased Entity with respect to the Assets of more than \$300,000 during the current fiscal year;

(c) any Assigned Contract containing any provision that materially limits the ability of Seller, any Purchased Entity or any of their respective Affiliates to engage in any business activity or compete with any Person;

(d) any purchase and sale, transportation, processing, refining or similar Assigned Contract (in each case) relating to the Assets to which Seller or any Purchased Entity is a party that is not terminable without penalty on 60 days or less notice;

(e) any indenture, mortgage, loan, note, credit, sale-leaseback or similar Assigned Contract (in each case) to which any of the Assets are subject and all related security agreements or similar agreements associated therewith; and

(f) any Assigned Contract between Seller or an Affiliate of Seller, on the one hand, and Seller or any Purchased Entity, on the other hand, that will not be terminated on or prior to Closing and that binds the Assets.

“Net Revenue Interest” shall mean the share of Hydrocarbons after all lessor’s royalties and the burdens identified as “Permitted Encumbrances” have been deducted from the Working Interest.

“Non-Income Taxes” shall mean ad valorem, property, excise and similar Taxes, and shall exclude Production Taxes, Transfer Taxes and Taxes based upon, measured by, or calculated with respect to (i) net income, profits or similar measures or (ii) multiple bases (including corporate franchise, business and occupation, business license or similar Taxes) if one or more of the bases on which such Tax is based, measured or calculated is described in clause (i), in each case together with any interest, penalties, or additions to such Tax.

“Operating Rights” shall mean a Working Interest in a federal lease that (a) has a beginning and ending depth and (b) does not include the contractual right to unitize, relinquish or terminate the federal lease.

“Organizational Documents” shall mean the articles of incorporation, certificate of incorporation, certificate of formation, bylaws, operating agreement, certificate of limited partnership, partnership agreement and all other similar documents, instruments or certificates executed, adopted or filed in connection with the creation, formation or organization of a Person, including any amendments, supplements or modifications thereto.

“ORRI/NPI Claims” shall mean all claims, counterclaims and rights to setoff, whether asserted or unasserted, contingent or fixed, known or unknown, relating to or

challenging the validity of overriding royalty interests, net profits interests or similar burdens on the Assets, including those set forth on Exhibit A—Part 2.

“**Other Parties**” shall have the meaning given that term in Section 4.01(n).

“**Outside Date**” shall mean the date that is 75 days after the date of this Agreement; provided, however, that in the event that the HSR Condition or the BOEM Condition shall not have been satisfied or waived by Buyer by the date that is 75 days after the date of this Agreement but all of the other conditions set forth in Sections 6.01, 6.02 and 6.03 shall have been satisfied or waived (or were capable of being satisfied if the Closing were to occur on such date), the Outside Date shall be the date that is 135 days after the date of this Agreement.

“**Parties**” shall have the meaning given that term in the preamble.

“**Permit**” shall mean any permit, license, franchise, certificate, approval or authorization from any Governmental Authority.

“**Permitted Encumbrances**” shall mean any of the following:

(a) the terms, conditions, restrictions, exceptions, reservations, limitations and other matters expressly set forth in any Assigned Contract or any recorded agreements, instruments and documents that create or reserve to Seller its interests in any of the Assets, including the Leases and assignments thereof, to the extent that such agreements, instruments and documents do not operate to reduce any net revenue interest of Seller (as set forth in Exhibit A—Part 1), increase any working interest of Seller (as set forth in Exhibit A—Part 1) without a proportionate increase in the corresponding net revenue interest of Seller or otherwise, individually or in the aggregate, materially impair the use of the Assets to which they relate as currently used;

(b) any (i) undetermined or inchoate Liens constituting or securing the payment of expenses that were incurred incidental to maintenance, development, production or operation of the Assets or for the purpose of developing, producing or processing Hydrocarbons therefrom or therein, and (ii) materialman’s, mechanic’s, repairman’s, vendor’s, construction, employee’s, contractor’s, operator’s or other similar Liens for the payment of expenses, in the case of each of (i) or (ii), arising in the ordinary course of business that are not yet delinquent;

(c) any Liens for Taxes or assessments not yet delinquent or that are set forth on Schedule 1.01B;

(d) any Liens in the ordinary course of business, (i) created by Law or (ii) reserved in oil and gas leases for royalties, bonuses or rentals or created to secure compliance with the terms of the agreements, instruments and documents that create or reserve to Seller its interests in the Assets or govern the operation thereof and that are disclosed on Schedule 1.01C, that, in each case, (x) do not, individually or in the aggregate, materially impair the use of the Assets to which

they relate as currently used, and (y) if they constitute security for any obligations, such obligations are not yet delinquent or Seller is not in default thereof;

(e) any obligations or duties affecting the Assets to any Governmental Authority with respect to any Permit and all applicable Laws;

(f) any obligations or duties solely to the extent related to the Assets and arising under the BOEM/BSEE Trusts or the underlying trust agreements as in effect on the date hereof or as amended, supplemented or modified with the prior written consent of Buyer;

(g) any easements, rights-of-way, servitudes, Permits and other similar rights under applicable Law for the purposes of pipelines, transmission lines or other similar fixtures that do not, individually or in the aggregate, materially impair the use of the Assets to which they relate as currently used;

(h) all lessors' royalties, overriding royalties, net profits interests, carried interests, production payments and reversionary interests set forth in Exhibit A—Part 2 to the extent the same are valid, of record in the jurisdiction where real property or immoveable property conveyance instruments are to be recorded and burden the Leases;

(i) preferential rights to purchase and Third Party consents to assignments or similar agreements set forth on Schedule 4.01(p);

(j) conventional rights of reassignment;

(k) Liens arising in the ordinary course of business and other restrictions under all Assigned Contracts, including: all production sales Contracts; division orders; Contracts for sale, purchase, exchange, refining or processing of Hydrocarbons; unitization and pooling designations, declarations, orders and agreements; operating agreements; farmout agreements; agreements of development; area of mutual interest agreements; gas balancing or deferred production agreements; processing agreements; plant agreements; pipeline, gathering and transportation agreements; injection, repressuring and recycling agreements; carbon dioxide purchase or sale agreements; salt water or other disposal agreements; seismic or geophysical permits or agreements; and any and all other agreements that, in each case, (i) do not operate to reduce any net revenue interest of Seller (as set forth in Exhibit A—Part 1), increase any working interest of Seller (as set forth in Exhibit A—Part 1) without a proportionate increase in the corresponding net revenue interest of Seller, (ii) do not, individually or in the aggregate, materially impair the use of the Assets to which they relate as currently used, and (iii) if they constitute security for any obligations, such obligations are not yet delinquent; and

(l) any Liens that will be released on or before the Closing.

“**Person**” shall mean an individual, corporation, partnership, association, trust, limited liability company or any other entity or organization, including government or political subdivisions or an agency, unit or instrumentality thereof.

“**Prepetition Hedge Obligations**” shall mean those hedging obligations under that certain ISDA Master Agreement, dated March 29, 2011, between Macquarie Bank Limited and Seller, plus interest thereon and unpaid fees, costs and expenses in respect thereof, which Prepetition Hedge Obligations are secured on a pro rata basis by the liens and other security securing the amount outstanding under the Amended and Restated Credit Agreement, dated as of June 18, 2010 and amended and restated as of March 9, 2012 (as amended, supplemented or otherwise modified from time to time).

“**Production Taxes**” shall mean severance, production and similar Taxes based upon or measured by the production of Hydrocarbons.

“**Properties**” shall have the meaning given that term in Section 2.02(b).

“**Property Taxes**” shall have the meaning given that term in Section 12.01(a).

“**Purchase Price**” shall have the meaning given that term in Section 3.01.

“**Purchase Price Reductions**” shall have the meaning given that term in Section 7.02(b).

“**Purchased Entities**” shall mean ATP Netherlands, Titan and the Indirect Subsidiaries.

“**Purchased Equity**” shall mean any shares of capital stock or other equity interests of each of ATP Netherlands and Titan.

“**Record Title Interest**” shall mean an ownership interest in a federal lease that (a) applies as to all depths, (b) includes the right to unitize, relinquish and terminate the federal lease and (c) is a Working Interest except as to any depths covered by Operating Rights.

“**Rejected Assets**” shall have the meaning given that term in Section 2.02.

“**Required Lenders**” shall have the meaning given that term in the DIP Credit Agreement.

“**Sale Order**” shall mean an order of the Bankruptcy Court granting the Bankruptcy Sale Motion, approving and authorizing Seller to consummate the transactions contemplated hereby, and authorizing the assumption and assignment of the Assigned Contracts, in the form annexed hereto as Exhibit B. Such order shall provide, among other things, that (i) the Assets sold to Buyer pursuant to this Agreement shall be transferred to Buyer free and clear of any Claims and Liens (other than the Assumed Encumbrances), (ii) Buyer is a “good faith” purchaser entitled to the protections afforded by Section 363(m) of the Bankruptcy Code and under other applicable Bankruptcy and

non-Bankruptcy Law and (iii) the portion of the DIP Claims in excess of the amount expressly stated to be bid as part of the Credit Bid shall remain (a) outstanding against Seller and any of its assets not purchased and (b) protected by and entitled to the benefit of the terms and provisions of the DIP Order and DIP Credit Agreement.

“**Seller**” shall have the meaning given that term in the preamble.

“**Seller Employees**” shall have the meaning given that term in Section 5.11.

“**Seller Representatives**” shall mean Seller and its members, partners or shareholders, as the case may be, and its Affiliates and its and their respective successors and assigns, and the officers, board of directors and/or managers, employees, agents and representatives of all of the foregoing Persons.

“**Senior Second Lien Notes**” shall mean those certain 11.875% Senior Second Lien Notes due 2015 governed by that certain Indenture dated as of April 23, 2010 among Seller, as issuer, and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent, together with all collateral or security documents executed in connection therewith by Seller or its Affiliates.

“**Straddle Period**” shall mean any Tax period that includes, but does not end on, the Closing Date.

“**Subsidiary**” of any Person shall mean another Person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person or by another Subsidiary of such first Person.

“**Tax Proceeding**” shall have the meaning set forth in Section 12.01(b).

“**Tax Returns**” shall mean any report, return, information statement, schedule, attachment, payee statement or other information required to be provided to any Taxing Authority with respect to Taxes or any amendment thereof, including any return of an affiliated, combined or unitary group, and any and all work papers relating to any Tax Return.

“**Taxes**” shall mean (a) any taxes, assessments and other governmental charges imposed by any Taxing Authority, including net income, gross income, profits, gross receipts, license, employment, stamp, occupation, premium, alternative or add-on minimum, ad valorem, real property, personal property, transfer, real property transfer, value added, sales, use, environmental (including taxes under Section 59A of the Code), customs, duties, capital stock, franchise, excise, withholding, social security (or similar), unemployment, disability, payroll, fuel, excess profits, windfall profit, severance, estimated or other tax, including any interest, penalty or addition thereto, whether disputed or not, and any expenses incurred in connection with the determination, settlement or litigation of the Tax liability, (b) any obligations under any agreements or arrangements with respect to Taxes described in clause (a) above, and (c) any transferee

liability in respect of Taxes described in clauses (a) and (b) above or payable by reason of assumption, transferee liability, operation of Law, Treasury Regulation Section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under Law) or otherwise.

“**Taxing Authority**” shall mean, with respect to any Tax, a Governmental Authority that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity, including any Governmental Authority that imposes, or is charged with collecting, Social Security or similar charges or premiums.

“**Third Party**” shall mean any Person other than a Party to this Agreement or an Affiliate of a Party to this Agreement.

“**Titan**” shall mean ATP Titan Holdco, LLC, a Delaware limited liability company.

“**Titan Sub**” shall mean ATP Titan, LLC, a Delaware limited liability company.

“**Title Defect**” shall mean any failure of Seller to have Defensible Title to any Property. Notwithstanding the foregoing, none of the following shall constitute a Title Defect: (a) the loss of or reduction of interest in any Well or other Property following the date hereof due to: (i) any election or decision made by Seller in accordance with applicable joint operating agreements in the ordinary course of business and not made in violation of this Agreement or (ii) the expiration of the term of any Lease; (b) defects based solely on (i) lack of information in Seller’s or its Affiliates’ files but that is otherwise available to Buyer with commercially reasonable efforts, or (ii) references to a document(s) if such document(s) is not in Seller’s or its Affiliates’ files but is otherwise available to Buyer with commercially reasonable efforts by Buyer or Seller; (c) defects arising out of a lack of record evidence of corporate or other entity authorization unless it is reasonably likely that the action was not authorized; (d) defects that have been cured by applicable Laws of limitations or prescription; and/or (e) defects based on failure to record Leases issued by any Governmental Authority, or any assignments of record title or operating rights in such Leases, in the real property, conveyance or other records of the county or parish in which such Property is located so long as such Leases and/or assignments are filed in the records of the Governmental Authority that is the lessor thereunder.

“**Transfer Taxes**” shall have the meaning given that term in Section 12.01(c).

“**Unit Interests**” shall have the meaning given that term in Section 2.02(a).

“**Wells**” shall have the meaning given that term in Section 2.02(b).

“**Working Interest**” shall mean the ownership interest in a Lease that is burdened with the obligation to bear and pay its proportionate share of costs and expenses of operations on or in respect of such Lease.

Section 1.02 Interpretation. As used in this Agreement, unless the context otherwise requires, the term “includes” and its syntactical variants means “includes but is not limited to.” The headings and captions contained in this Agreement have been inserted for convenience only and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions hereof. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other. All references herein to “Sections”, “Articles”, “Exhibits” and “Schedules” in this Agreement shall refer to the corresponding section, article, exhibit or schedule of this Agreement unless specific reference is made to such sections, articles, exhibits or schedule of another document or instrument. The term “or” is not exclusive. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject extends, and such phrase shall not mean simply “if”. The words “hereof,” “herein” and “hereunder” and words of similar import when used in any agreement or instrument shall refer to such agreement or instrument as a whole and not to any particular provision of such agreement or instrument. “\$” means United States dollars.

ARTICLE II ASSETS

Section 2.01 Agreement to Sell and Purchase. Pursuant to Section 363 and 365 of the Bankruptcy Code, for the consideration hereinafter set forth and subject to the terms and conditions of this Agreement, Buyer, directly and as assignee of the Administrative Agent, agrees to purchase from Seller and Seller agrees to sell, transfer and assign to Buyer, all of Seller’s right, title and interests in, to and under the Assets as of the Closing free and clear of all Claims and Liens other than Assumed Encumbrances (to the extent not otherwise discharged pursuant to the Sale Order).

Section 2.02 Assets. Subject to Section 2.03, the term “**Assets**” shall mean all of Seller’s right, title and interests in, to and under the properties and assets described in subsections (a) through (q) below (but, for the avoidance of doubt, excluding the Excluded Assets):

(a) (i) the Leases and (ii) the interests in any units or pooled or communitized properties arising on account of the Leases having been unitized or pooled into such units or with such lands (Seller’s interests therein, the “**Unit Interests**”);

(b) all oil and gas wells attributable to the Leases or Unit Interests as set forth on Exhibit A—Part 1 (the “**Wells**”; the Leases, the Unit Interests and the Wells being collectively referred to hereinafter as the “**Properties**”);

(c) all production facilities, structures, tubular goods, well equipment, lease equipment, production equipment, pipelines, machinery and all other personal property, fixtures and facilities to the extent appurtenant to or related to the Properties (collectively, the “**Facilities**”);

(d) all Permits, servitudes, rights-of-use, easements and rights-of-way and other similar rights under applicable Law (to the extent transferable) relating to the Properties or the Facilities, including those described in Exhibit A—Part 3;

(e) (i) all Hydrocarbons and Accounts Receivable produced from or attributable to the Properties during or attributable to any periods of time prior to, on or after the Closing Date, and all proceeds attributable thereto, and (ii) all Hydrocarbons and Accounts Receivable produced from or attributable to any Excluded Properties (other than Gomez) during or attributable to any periods of time prior to or on the Closing Date, and all proceeds attributable thereto;

(f) all Contracts relating to the Properties or the Facilities, including those listed in Exhibit A—Part 4(a), as such Exhibit may be amended in accordance with this Agreement (collectively, the “**Assigned Contracts**”), but excluding the Excluded Contracts;

(g) all residual proceeds distributed from the BOEM/BSEE Trusts (the “**BOEM/BSEE Trust Proceeds**”);

(h) all records, files, maps, data, schedules, reports and logs relating to the Properties, the Facilities or any other Assets, including (i) all accounting, land and engineering (including geological and geophysical data contained therein) files, (ii) all title reports and similar documents and materials relating to the Leases, (iii) all Well records, Well logs, division order records, title records (including abstracts of title, title opinions and memoranda, and title curative documents related to the Leases) and historic production data relating to the Wells, (iv) corporate, financial, Tax and legal records and (v) all correspondence that relates to the foregoing (collectively, the “**Files**”), in each case, subject to Seller’s right to retain copies to the extent permitted by Section 8.03;

(i) all proceeds from the settlements of Contract disputes, including settlement of take-or-pay disputes, with purchasers of Hydrocarbons from or attributable to (i) the Properties, regardless of when such proceeds accrued, and (ii) the Excluded Properties (other than Gomez), insofar as such proceeds accrued prior to or on the Closing Date;

(j) all credits, prepayments, payments, advances, refunds and similar amounts (except with respect to Taxes) to the extent related to the Assets;

(k) all credits, prepayments, payments, advances and similar amounts attributable to Non-Income Taxes and Production Taxes to the extent related to the Assets paid by or on behalf of Seller and attributable to Tax periods (or portions thereof) beginning on or after the Closing Date and all Tax refunds or rights to receive Tax refunds, whether attributable to Tax periods beginning before, on or after the Closing Date;

- (l) all Intellectual Property (other than Intellectual Property that relates exclusively to any Excluded Asset), including the Intellectual Property set forth on Exhibit A—Part 5;
- (m) all of the Purchased Equity;
- (n) all intercompany notes and receivables and interests therein held by Seller, including notes issued by ATP UK and ATP Israel;
- (o) all Claims, ORRI/NPI Claims, counterclaims and rights to setoff, whether asserted or unasserted, contingent or fixed, known or unknown, including those listed on Schedule 2.02(o) but excluding those attributable to Gomez or contemplated by Section 2.03(g);
- (p) any rights to receive settlements of any Imbalances as of the Closing Date or any right to increase future production related thereto; and
- (q) the right to any funds distributed from the Clipper Escrow.

Notwithstanding anything herein or in Exhibit A—Part 1 through Part 5 to the contrary, Buyer (or, prior to the Joinder Date, the Administrative Agent acting at the direction of the Required Lenders) shall have the right to reject any of the Assets (other than the Properties and the Facilities that are not, and do not relate to, primary term non-drilled leases) by providing written notice to Seller of its election to reject any such assets (the “**Rejected Assets**”) at least two (2) Business Days prior to the Closing, in which event such Rejected Assets shall be deemed Excluded Assets for purposes of this Agreement. The Parties shall negotiate, in good faith, to agree to an appropriate reduction to the Credit Bid portion of the Purchase Price for each Rejected Asset (it being agreed and acknowledged that such assets may be deemed to be Rejected Assets at Buyer’s election even in the absence of agreement upon an appropriate reduction to the Credit Bid portion of the Purchase Price).

Section 2.03 Excluded Assets. The Assets shall not include, and there is excepted, reserved and excluded from the purchase and sale contemplated hereby, the Excluded Assets. The “**Excluded Assets**” shall mean all of Seller’s right, title and interests in, to and under all of its properties and assets, including those described in subsections (a) through (l) below, other than and excluding the Assets:

- (a) all cash or cash equivalents (other than the BOEM/BSEE Trust Proceeds);
- (b) all records, files, maps, data, schedules, reports and logs, in each case to the extent they relate exclusively to the other Excluded Assets;
- (c) all Contracts that are not Assigned Contracts, including those set forth on Exhibit A—Part 4(b) (collectively, the “**Excluded Contracts**”);

(d) (i) all Hydrocarbons and Accounts Receivable produced from or attributable to Gomez during or attributable to any periods of time prior to, on or after the Closing Date, and all proceeds attributable thereto and (ii) all Hydrocarbons and Accounts Receivable produced from or attributable to any other Excluded Properties during or attributable to any periods of time after the Closing Date, and all proceeds attributable thereto;

(e) all proceeds from the settlements of contract disputes, including settlement of take-or-pay disputes, with purchasers of Hydrocarbons from or attributable to (i) Gomez, regardless of when such proceeds accrued and (ii) the Excluded Properties, insofar as such proceeds accrued after the Closing Date;

(f) all guarantees, letters of credit, comfort letters, surety bonds, support agreements and other credit support and any cash or cash equivalents or other security or collateral provided therefor by Seller or Seller's Affiliates in support of the obligations of Seller with respect to the Assets;

(g) all preference or avoidance action proceeds pursuant to Section 550 of the Bankruptcy Code (other than those avoidance action proceeds derived from Section 549 of the Bankruptcy Code) and all claims and causes of action set forth on Schedule 2.03(g);

(h) all of Seller's director and officer insurance policies, fiduciary policies or employment practices policies (in each case of the foregoing, including any tail policies or coverage thereon), and any of Seller's rights, claims, demands, proceedings, causes of action or rights of set off thereunder;

(i) all privileged attorney-client (i) communications and (ii) other documents (other than title opinions);

(j) all amounts paid by any Person to Seller or its Affiliates as overhead for periods of time accruing prior to the Closing Date under any joint operating agreements burdening the Assets;

(k) other than any confidentiality agreements relating to the Assets, all materials, information and analyses developed or prepared in connection with marketing Seller, its Affiliates and/or the Assets, including presentations, valuations, bids and bidder lists and all communications with marketing advisors; and

(l) all Rejected Assets.

ARTICLE III CONSIDERATION

Section 3.01 Purchase Price. The consideration for the sale, transfer and assignment of the Assets by Seller to Buyer is Buyer's payment to Seller of the sum of \$690,800,000 (the "**Purchase Price**"), as adjusted at the Closing pursuant to Section 7.02(c) (the "**Adjusted Purchase Price**"), and Buyer's assumption of the Assumed Obligations. The Adjusted Purchase Price shall be paid by Buyer to Seller at the Closing by (i) paying \$45,000,000 in cash to satisfy legitimate Liens on Assets that are ranked senior to the DIP Claims by means of a completed wire transfer in immediately available funds to the account of Seller as designated by Seller to Buyer in writing prior to the Closing (the "**Closing Cash Payment**") and (ii) paying the difference between the Adjusted Purchase Price and the Closing Cash Payment, if a positive number, by a Credit Bid of a portion of the value of the DIP Claims. The amount of the Closing Cash Payment shall be held in escrow by Seller and distributed as promptly as practicable after Closing as follows: (x) to the holder of each Lien asserting priority to the DIP Claims upon agreement by Buyer or upon a final and non-appealable order determining that such Lien is ranked senior to the DIP Claims and (y) to Buyer as and to the extent that the Closing Cash Payment exceeds the aggregate amount of then-remaining Liens asserting priority to the DIP Claims (excluding any Liens that have been determined by a final and non-appealable order to be ranked junior to the DIP Claims).

Section 3.02 Allocated Values. For the purposes of the transactions contemplated hereby, no later than 60 Business Days following the determination of the Final Purchase Price, Buyer shall provide to Seller a proposed allocation of the Final Purchase Price and the Assumed Obligations among the Assets in accordance with Section 1060 of the Code (the "**Allocation**"). The Allocation shall become final and binding 20 Business Days after Buyer provides the Allocation to Seller, unless Seller reasonably objects, in which case, Seller shall provide comments on the Allocation to Buyer within 20 Business Days after Buyer provides the Allocation to Seller. If Seller reasonably objects to the Allocation, Buyer shall consider any comments from Seller in good faith and Buyer shall provide an adjusted Allocation within 20 Business Days of receiving comments from the Seller but shall not be obligated to accept any comments provided by Seller. Buyer and Seller agree (a) that the Allocation, as adjusted, shall be used by Buyer and Seller as the basis for reporting Asset values and other items for purposes of all Tax Returns, including IRS Form 8594 and (b) that neither they nor their Affiliates will take positions inconsistent with such Allocation in notices to Governmental Authorities, in audit or other proceedings with respect to Taxes, in notices to preferential purchase right holders or in other documents or notices relating to the transactions contemplated by this Agreement unless otherwise required by applicable Law or with the consent of the other Party. Seller and Buyer shall confer and cooperate with one another in the preparation and filing of IRS Forms 8594 and the making of any revisions to the Allocation, including reporting any matters that require updating.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES**

Section 4.01 Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the date hereof and as of the Closing as follows:

(a) Organization. Seller and each of the Purchased Entities is duly formed, validly existing and (to the extent applicable) in good standing under the Laws of the jurisdiction of its formation and has the requisite organizational power and authority to carry on its business as presently being conducted and to own, lease and operate its properties (including the Assets) where such properties are now owned, leased or operated.

(b) Qualification. Seller and each of the Purchased Entities is duly qualified to do business and is in good standing in each jurisdiction in which the nature of its business as now conducted or the property owned, leased or operated by it makes such qualification necessary, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, have a Material Adverse Effect.

(c) Authorization. Subject to such authorization as is required by the Bankruptcy Court, the execution and delivery by Seller of this Agreement, the performance of its obligations hereunder and the consummation of the transactions hereunder have been duly and validly authorized by all requisite action by Seller's board of directors (or other comparable governing body), its stockholders and under its Organizational Documents. Subject to the entry of the Sale Order by the Bankruptcy Court, Seller has the requisite organizational power and authority to execute and deliver this Agreement, perform its obligations hereunder and consummate the transactions hereunder.

(d) Enforceability. Subject to the entry of the Sale Order by the Bankruptcy Court, this Agreement has been duly executed and delivered by Seller and constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and conditions except insofar as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such principles are considered in a proceeding at Law or in equity.

(e) Noncontravention. Except as described on Schedule 4.01(e) or Schedule 4.01(p), neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, by Seller will (i) conflict with, result in a violation, default, acceleration or breach of the terms of (with or without notice or passage of time), or create in any party the right to accelerate, terminate, modify or cancel (A) the Organizational Documents of Seller or any Purchased Entity, or (B) any Assigned Contract, (ii) result in the

creation or imposition of any Lien (other than Permitted Encumbrances) on any of the Assets, or (iii) assuming compliance with the HSR Act (if applicable) and the matters described on Schedule 4.01(e), conflict with or result in a violation or breach of any Law applicable to Seller, the Purchased Entities or the Assets, other than, in the case of clauses (i)(B), (ii) and (iii), any such items that, individually or in the aggregate, would not have a Material Adverse Effect.

(f) Governmental Approvals. Subject to entry of a Sale Order by the Bankruptcy Court, and except (i) as described on Schedule 4.01(f), and (ii) for compliance with the HSR Act (if applicable), no consent, approval, order or authorization of, or filing or registration with, or notification to any Governmental Authority is required to be obtained by Seller or any Purchased Entity in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions hereunder that failure to obtain, individually or in the aggregate, would have a Material Adverse Effect.

(g) Litigation. Except (i) as described on Schedule 4.01(g) and (ii) for the Bankruptcy Case, there are no (A) suits, actions, investigations, proceedings or litigation before or by any Governmental Authority that are pending or, to Seller's Knowledge, threatened, or (B) judgments, orders or decrees outstanding, in each case of subparts (A) and (B) of this Section 4.01(g), against Seller or any Purchased Entity that are attributable to Seller's or such Purchased Entity's ownership or operation of any of the Assets and that, individually or in the aggregate, would have a Material Adverse Effect.

(h) Brokers' and Other Fees. Except as disclosed on Schedule 4.01(h), neither Seller nor any Purchased Entity has any Liability to pay any fees or commissions to any broker, finder, agent, lawyer or any other Person with respect to the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement for which Buyer will be liable.

(i) Taxes. Except as disclosed on Schedule 4.01(i):

(i) Seller and each of the Purchased Entities has (A) duly and timely filed or caused to be duly and timely filed all Tax Returns required to be filed with respect to the Assets with the appropriate Taxing Authority, and each such Tax Return is true, complete and correct, in all material respects, (B) paid all material Taxes with respect to the Assets, and (C) made all material withholdings and deposits of Taxes required by it with respect to the Assets and such Taxes have been timely paid to the Taxing Authority responsible for the collection of such Taxes.

(ii) There are no currently proposed or pending adjustments by any Taxing Authority in connection with any Tax Returns of any Purchased Entity, or to the extent relating to the Assets, Seller, and no waiver or extension of any statute of limitations as to any Tax matter relating to the Assets has been given or requested with respect to any Tax

year. No Tax audits or administrative or judicial proceedings are being conducted, pending or, to the Knowledge of Seller, threatened with respect to Seller or any of the Purchased Entities. No claim has ever been made by an authority in a jurisdiction where Seller does not file a Tax Return that it is or may be subject to taxation in that jurisdiction.

(j) Royalty Payments. Except as described on Schedule 4.01(j) (the “**Delinquent ORRIs/NPIs**”) and contractual obligations for interest thereon at the rate set forth therein, all shut-in royalties, overriding royalties and other royalties, net profits interests or similar burdens on production with respect to the Leases that have become due and payable have been duly paid as of the Closing Date (other than royalties, net profits interests or similar burdens held in escrow or in suspense as permitted by applicable Law or the terms of the applicable Lease).

(k) Hydrocarbon Sales. Except as described on Schedule 4.01(k), (i) neither Seller nor any of the Purchased Entities is obligated by virtue of: (A) a prepayment arrangement under any Assigned Contract for the sale of Hydrocarbons that contains a “take or pay” provision, (B) a production payment, or (C) any other arrangement, other than gas balancing arrangements, to deliver Hydrocarbons produced from the Assets at some future time without then or thereafter receiving payment for the production commensurate with Seller’s or such Purchased Entity’s ownership in and to the Assets, and (ii) neither Seller nor any of the Purchased Entities is subject to any penalties or other payments under any gas transportation or other agreement as a result of the delivery of quantities of gas from the Assets in excess of the Assigned Contract requirements.

(l) Environmental Matters. Except as described on Schedule 4.01(l) and except as would not, individually or in the aggregate, have a Material Adverse Effect, as of the date of this Agreement: neither Seller nor any Purchased Entity has received any written notice of any outstanding violation of, suit, action, investigation, proceeding or litigation under, or allegation of any liability under any Environmental Laws relating to the Assets, and the Assets are, to the Knowledge of Seller, in compliance with all applicable Environmental Laws. This Section 4.01(l) is the sole and exclusive representation by Seller or its Affiliates with respect to any Environmental Law or environmental matter.

(m) Compliance with Laws. Except as described on Schedule 4.01(m) and as would not, individually or in the aggregate, have a Material Adverse Effect, Seller’s and each Purchased Entity’s operation of the Assets is in compliance with all Laws of all Governmental Authorities having jurisdiction relating to the ownership and operation thereof, including the production of all Hydrocarbons attributable thereto. Except as described on Schedule 4.01(m) and as would not, individually or in the aggregate, have a Material Adverse Effect, (i) all necessary Permits or other authorizations with regard to Seller’s and each Purchased Entity’s ownership or operation of the Assets have been obtained and are held by Seller or a Purchased Entity, as applicable, (ii) no violations exist in respect of such Permits or other authorizations, and neither Seller nor any of the

Purchased Entities has received any written notice of any such violation, and (iii) no investigation or review by any Governmental Authority with respect to a violation by Seller or any Purchased Entity of any such Permits or other authorizations or of applicable Law is pending or, to Seller's Knowledge, threatened in writing.

(n) Material Contracts. Exhibit A—Part 4(a) lists all Material Contracts as of the date of this Agreement. Seller has made available to Buyer accurate and complete copies of all such Material Contracts as of the date of this Agreement. Seller and each Purchased Entity 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 any Purchased Entity or, to the Knowledge of Seller, permit termination, modification, or acceleration by the Other Parties, under such Material Contract, except (A) for breaches, violations or defaults which would not, individually or in the aggregate, have a Material Adverse Effect, (B) 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 (C) for defaults that will be cured in accordance with the Sale Order (or that need not be cured under the Bankruptcy Code to permit the assumption and assignment of the Material Contracts).

(o) AFEs. Schedule 4.01(o) contains a true and correct list as of the date of this Agreement of all material authorizations for expenditures (collectively, "**AFEs**") to drill or rework Wells or for capital expenditures with respect to the Assets that have been proposed by any Person having authority to do so other than internal AFEs of Seller not delivered to Third Parties. For the purposes of this Section 4.01(o), an AFE shall be material if, net to Seller's interest, such AFE exceeds \$100,000 and such AFE is valid and outstanding.

(p) Preferential Purchase Rights. Schedule 4.01(p) sets forth those preferential rights to purchase, consents to assignment and similar rights with respect to the Leases and Material Contracts that are applicable to the transactions contemplated hereby.

(q) Payout Balances. To Seller's Knowledge, Schedule 4.01(q) contains a list of the estimated status of any "payout" balance (on a gross working interest basis for all working interest owners affected thereby), as of _____, 2013, for each Property that is subject to a reversion or other adjustment at some level of cost recovery or payout.

(r) Reserve Report. Seller has made available to Buyer a true and correct copy of the oil and gas reserve report dated December 31, 2012, prepared by Collarini Associates. Except as set forth on Schedule 4.01(r), and to Seller's Knowledge, the underlying factual information with respect to the Assets provided by Seller to Collarini Associates in connection with its oil and gas

reserve report covering the Assets to the extent it was relied upon by such party in the preparation of its report on the proved reserves included in the Assets was, at the time of delivery, true and correct in all material respects.

(s) Absence of Certain Changes. Except as described on Schedule 4.01(s) or as ordered by the Bankruptcy Court or as otherwise relates to the filing or pendency of the Bankruptcy Case, since December 31, 2012, there has not been a Material Adverse Effect.

(t) Title Matters. Except as described on Schedule 4.01(t), Seller has Defensible Title to the Properties, free of any Title Defect. Except for the Liens described on Schedule 4.01(t), Seller has good and valid title to all material tangible personal property included in the Assets (other than the Wells and any material tangible personal property disposed of in the ordinary course of business), free and clear of any Liens other than Permitted Encumbrances.

(u) Confidentiality Restrictions. Schedule 4.01(u) sets forth a complete and accurate list of the material materials and/or documents to which Buyer may not have access on account of Third Party confidentiality restrictions.

(v) Insurance. Schedule 4.01(v) sets forth a list of all policies of insurance owned, held by or maintained by Seller or any of its Affiliates related to the Assets as of the date of this Agreement, including the type of policy, the limits of the coverage and the deductible with respect thereto. Except as would not, individually or in the aggregate, have a Material Adverse Effect, such policies of insurance are in full force and effect and satisfy all requirements of applicable Law. Except as set forth in Schedule 4.01(v), (i) during the period commencing on January 1, 2012 up to the date of this Agreement, Seller has not, with respect to the Assets, received any written notice from the insurer under any insurance policy applicable to the Assets disclaiming coverage with respect to a particular claim or such policy in general (other than a reservation of rights notice) or canceling or amending any such policy and (ii) Seller has not made any material claim under such policies relating to the Assets during period commencing on January 1, 2012 up to the date of this Agreement.

(w) Bankruptcy Sale Motion. Seller filed with the Bankruptcy Court, on January 22, 2013, a motion seeking approval of the Bidding Procedures Order and Sale Order (the “**Bankruptcy Sale Motion**”).

(x) Bidding Procedures. The bidding procedures employed with respect to the Auction process were in all material respects those reflected in the bidding procedures order, which order was entered on February 14, 2013 (the “**Bidding Procedures Order**”).

(y) Ownership of Purchased Equity and Indirect Subsidiaries.

(i) The authorized capital stock of Titan consists of [●] [units], of which [●] [units] are issued and outstanding. The

authorized capital stock of ATP Netherlands consists of [●] [units], of which [●] [units] are issued and outstanding.

(ii) Seller holds beneficially and of record all of the Purchased Equity. Schedule 4.01(y) identifies each beneficial or record owner of any capital stock or other equity interests in the Indirect Subsidiaries and specifies the amount of such capital stock or other equity interests held by such owner. All of the Purchased Equity and capital stock and other equity interests in the Indirect Subsidiaries has been duly authorized, validly issued and is fully paid and non-assessable. Neither ATP Netherlands nor Titan holds any shares of capital stock or other equity interests of any Person other than the Indirect Subsidiaries. Other than as described above in this Section 4.01(y), no options, warrants, subscriptions, calls, exchange rights or other rights to purchase equity of any Purchased Entity, and no equity or obligations convertible into or exchangeable for equity of any Purchased Entity have been authorized or agreed to be issued or are outstanding.

(z) Intellectual Property. To the Knowledge of Seller, none of the registrations, issuances or applications pertaining to the Intellectual Property set forth on Exhibit A—Part 5 have expired or been cancelled, abandoned or otherwise terminated, and payment of all material renewal and maintenance fees, costs and expenses in respect thereof, and all material filings related thereto, have been duly made as of the date of this Agreement. Neither Seller nor any Purchased Entity or the operation of the Assets is infringing or otherwise violating the Intellectual Property rights of any other Person, and to the Knowledge of Seller, no Person is infringing or otherwise violating any of the Intellectual Property set forth on set forth on Exhibit A—Part 5.

Section 4.02 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as of the date hereof and as of the Closing as follows:

(a) Organization. Buyer is duly formed, validly existing and (to the extent applicable) in good standing under the Laws of the jurisdiction of its formation and has the requisite organizational power and authority to carry on its business as presently being conducted and to own, lease and operate its properties where such properties are now owned, leased or operated.

(b) Qualification. Buyer is duly qualified to do business and is in good standing in each jurisdiction in which the nature of its business as now conducted or the property owned, leased or operated by it makes such qualification necessary, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, have a Buyer Material Adverse Effect.

(c) Authorization. The execution and delivery by Buyer of this Agreement, the performance of its obligations hereunder and the consummation

of the transactions hereunder have been duly and validly authorized by all requisite action by Buyer's board of directors (or other comparable governing body) and under its Organizational Documents. Buyer has the requisite organizational power and authority to execute and deliver this Agreement, perform its obligations hereunder and consummate the transactions hereunder.

(d) Enforceability. This Agreement has been duly executed and delivered by Buyer and constitutes the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms and conditions except insofar as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such principles are considered in a proceeding at law or in equity.

(e) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, by Buyer will (i) conflict with, result in a violation, default, acceleration or breach of the terms of (with or without notice or passage of time), or create in any party the right to accelerate, terminate, modify or cancel (A) the Organizational Documents of Buyer, or (B) any Contract of Buyer, or (ii) assuming compliance with the HSR Act (if applicable), conflict with or result in a violation or breach of any Law applicable to Buyer, other than, in the case of clauses (i)(B) and (ii), any such items that would not, individually or in the aggregate, have a Buyer Material Adverse Effect.

(f) Governmental Approvals. Subject to entry of a Sale Order by the Bankruptcy Court, and except (i) as described on Schedule 4.02(f), (ii) the approval of the BOEM/BSEE for the transfer of the Assets contemplated by this Agreement and (iii) for compliance with the HSR Act (if applicable), no consent, approval, order or authorization of, or filing or registration with, or notification to any Governmental Authority is required to be obtained by Buyer in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions hereunder.

(g) Litigation. As of the date of this Agreement, there are no (i) suits, actions, investigations, proceedings or litigation before or by any Governmental Authority that are pending or, to Buyer's Knowledge, threatened, or (ii) judgments, orders or decrees outstanding, in each case of subparts (i) and (ii) of this paragraph, against Buyer or any Affiliate of Buyer that, individually or in the aggregate, would have a Buyer Material Adverse Effect.

(h) Brokers' and Other Fees. Except as disclosed on Schedule 4.02(h), Buyer has no Liability to pay any fees or commissions to any broker, finder, agent, lawyer or any other Person with respect to the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement for which Seller will be liable or obligated.

(i) Financing. At the Closing, Buyer will have sufficient cash, available lines of credit or other sources of immediately available funds (in United States dollars) to enable Buyer to pay the Closing Cash Payment to Seller at the Closing and to otherwise consummate the transactions contemplated by this Agreement.

(j) Adequate Assurances Regarding Contracts. Buyer will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to the Assigned Contracts.

ARTICLE V CERTAIN COVENANTS

Section 5.01 Interim Operations. Except for matters (w) set forth in Schedule 5.01, (x) expressly agreed to in writing by Buyer (or, prior to the Joinder Date, the Administrative Agent acting at the direction of the Required Lenders) (such consent not to be unreasonably withheld, conditioned or delayed), (y) ordered by the Bankruptcy Court or (z) otherwise contemplated by the terms of this Agreement, during the Interim Period, Seller shall operate the Assets in all material respects in the ordinary course in a manner substantially consistent with past practice and shall use its best efforts to preserve the value, use, ownership and operation of the Assets, taken as a whole. In addition, except as (a) set forth in Schedule 5.01, (b) ordered by the Bankruptcy Court or (c) otherwise contemplated by the terms of this Agreement, Seller shall not do (or permit any Purchased Entity to do) any of the following in connection with the Assets without the prior written consent of Buyer (or, prior to the Joinder Date, the Administrative Agent acting at the direction of the Required Lenders):

(a) subject any of the Assets (or any asset of any Purchased Entity) to any Lien (other than Assumed Encumbrances);

(b) sell, lease, license, pledge, cancel, abandon, permit to lapse or otherwise dispose of any Asset (or any asset of any Purchased Entity), except sales of Hydrocarbons in the ordinary course of business;

(c) terminate or extend, waive, modify, rescind or make any material amendments to any Assigned Contract or waive, release or assign any material rights or claims thereunder, in each case outside of the ordinary course of business, or take any action that would reasonably be expected to have a material adverse effect on the expected benefits to Buyer from any Assigned Contract;

(d) initiate, settle or compromise any material action, suit, litigation or other proceeding involving the Assets (or any asset of any Purchased Entity), other than with respect to trade claims;

(e) alter, whether through a complete or partial liquidation, dissolution, merger, consolidation, restructuring, reorganization or in any other manner, the legal structure or ownership of itself, any Purchased Entity or any

joint venture or similar arrangement to which Seller or any Purchased Entity is a party which is an Asset (or an asset of any Purchased Entity) hereunder;

(f) voluntarily incur any Assumed Obligations, except in the ordinary course of business, or make or agree to make any capital expenditures with respect to the Assets (or any asset of any Purchased Entity), other than capital expenditures as may be required pursuant to any Contract obligations as of the date hereof;

(g) issue any capital stock, equity interest, option, warrant, subscription, call, exchange right or other right to purchase equity of any Purchased Entity, or issue any obligations convertible into or exchangeable for equity in any Purchased Entity; or

(h) agree, whether in writing or otherwise, to do any of the foregoing.

Section 5.02 Bankruptcy Actions. Buyer agrees that it shall cooperate with Seller in connection with furnishing information or documents to Seller to satisfy the requirements of adequate assurance of future performance under Section 365(f)(2)(B) of the Bankruptcy Code.

Section 5.03 Access to Information. Seller shall afford to Buyer and the Buyer Representatives (or, prior to the Joinder Date, representatives of the Lenders (as designated by the Administrative Agent acting at the direction of the Required Lenders)) reasonable access, upon reasonable prior notice during normal business hours during the Interim Period, to the Assets (and the assets of any Purchased Entity) and the Files; provided, however, that such access does not unreasonably disrupt the normal operations of Seller. Notwithstanding the foregoing, Seller shall not be required to provide such access where such access would (A) in the reasonable judgment of Seller, result in the disclosure of trade secrets or competitively sensitive information of Third Parties in violation of any obligation of Seller to such Third Party, (B) violate any material obligations to Third Parties with respect to confidentiality or (C) be reasonably likely to result in the loss of any attorney-client privilege of Seller (provided that, in any such case, Seller uses reasonable best efforts to provide the information or substance thereof in another format).

Section 5.04 Confidentiality. Buyer acknowledges that, by virtue of its right of access to the Files and the Assets (and the assets of any Purchased Entity) hereunder, Buyer will become privy to confidential and other information of Seller and its Affiliates and that such confidential information shall be held confidential by Buyer and its Affiliates and their respective officers, employees, agents, advisors or representatives in a manner that is consistent with the confidentiality obligations of the Lenders pursuant to the DIP Credit Agreement. The foregoing confidentiality restriction on Buyer shall terminate upon the one (1) year anniversary of the date hereof; provided, however, that if the Closing occurs prior to the one (1) year anniversary of the date hereof, the confidentiality restriction on Buyer as to the Assets (and the assets of any Purchased Entity) shall terminate upon the Closing.

Section 5.05 Reasonable Best Efforts; HSR Act.

(a) Subject to any applicable order of the Bankruptcy Court, and otherwise on the terms and subject to the conditions of this Agreement, each of Seller and Buyer shall use its reasonable best efforts to cause the Closing to occur as promptly as practicable, and neither Seller nor Buyer shall take any action to prevent or delay, or fail to take any action in order to prevent or delay, the Closing from occurring as promptly as practicable. Without limiting the generality of the foregoing, each of Seller and Buyer shall (and shall cause their respective directors, officers and Subsidiaries, and use their reasonable best efforts to cause their respective Affiliates, employees, agents, attorneys, accountants and representatives, to) consult and cooperate with and provide reasonable assistance to each other and otherwise use reasonable best efforts in connection with (i) obtaining all necessary consents, licenses, qualifications or other permission or action by, and giving all necessary notices to and making all necessary filings with and applications and submissions to, any Governmental Authority or other Person with respect to the consummation of the transactions contemplated by this Agreement, and (ii) in general, consummating and making effective the transactions contemplated hereby. Notwithstanding the foregoing, (x) no Party shall be required by this Section 5.05 to pay any consideration, to divest itself of any of, or otherwise rearrange the composition of, its assets or to agree to any conditions or requirements that would, individually or in the aggregate, have a Material Adverse Effect, or a material adverse effect on Buyer or the expected benefits to Buyer of the transactions contemplated by this Agreement, as applicable and (y) neither Buyer nor the Administrative Agent shall be required in order to obtain the approval of the BOEM/BSEE for the transfer of the Assets contemplated by this Agreement to pay any consideration, agree to any conditions or requirements or take any other action that Buyer (or, prior to the Joinder Date, the Administrative Agent acting at the direction of the Required Lenders) determines in its sole discretion to be unacceptable.

(b) If applicable, as promptly as practicable following the date of this Agreement, Buyer and Seller will each prepare and file with the DOJ and the FTC (a) the notification and report form required by the HSR Act for the transactions contemplated by this Agreement and (b) a request for early termination of the waiting period thereunder. Buyer and Seller agree to respond promptly to any inquiries from the DOJ or the FTC concerning such filings and to comply in all material respects with the filing requirements of the HSR Act. Seller shall bear all costs and expenses of the Parties incurred with respect to such filings. Buyer and Seller shall cooperate with each other and shall promptly furnish all information to the other Party that is necessary in connection with Buyer's and Seller's compliance with the HSR Act. Buyer and Seller shall keep each other fully advised with respect to any requests from or communications with the DOJ or FTC concerning such filings and shall consult with each other with respect to all responses thereto. Each of Seller and Buyer shall (subject to the last sentence of Section 5.05(a)) use its reasonable best efforts to obtain the expiration of the

waiting period under the HSR Act for the consummation of the transactions contemplated by this Agreement.

Section 5.06 Notification of Certain Matters. During the Interim Period, each of Buyer and Seller will give prompt written notice to the other Party of any of the following: (a) upon obtaining Knowledge that any of its representations or warranties contained herein are not true and correct such that the condition to Closing set forth in Section 6.01(a) or Section 6.02(a), as applicable, is not reasonably likely to be satisfied on or prior to the Closing Date; (b) receipt of any notice or other communication from any Third Party alleging that the consent of such Third Party is required in connection with the transactions contemplated by this Agreement or that such transactions otherwise violate the rights of or confer remedies upon such Third Party; or (c) upon obtaining Knowledge of the breach by the other Party of a representation or warranty of such other Party under this Agreement such that the condition to Closing set forth in Section 6.01(a) or Section 6.02(a), as applicable, is not reasonably likely to be satisfied on or prior to the Closing Date.

Section 5.07 Notice of Litigation. During the Interim Period, (a) Buyer, upon obtaining Knowledge of the same, will promptly notify Seller of any suit, action, investigation, proceeding or litigation that is commenced or threatened in writing against Buyer that concerns this Agreement or the transactions contemplated hereunder and (b) Seller, upon obtaining Knowledge of the same, will promptly notify Buyer of any suit, action, investigation, proceeding or litigation that is commenced or threatened in writing against Seller or any Affiliate thereof, that (i) concerns this Agreement or the transactions contemplated hereunder or (ii) would have been listed in Schedule 4.01(g) as an exception to the representation contained in Section 4.01(g) if such action, suit, investigation, proceeding or litigation had arisen prior to the date hereof.

Section 5.08 Certain Contract Matters.

(a) Seller shall assign to Buyer, and Buyer shall assume, the Assigned Contracts under Section 365 of the Bankruptcy Code pursuant to the Sale Order. Seller shall provide timely and proper written notice of the Bankruptcy Sale Motion to all parties to such Assigned Contracts, and Buyer shall comply with all requirements of Section 365 of the Bankruptcy Code necessary to permit such assumption and assignment. Buyer shall pay all Contract Cure Amounts in connection with the assumption and assignment of such Assigned Contracts. To the extent any such Assigned Contract does not constitute an executory contract subject to assumption and assignment under Section 365 of the Bankruptcy Code, then the rights and obligations under such Assigned Contracts shall be transferred to Buyer as part of the sale of the Assets with such rights and obligations (including all Contract Cure Amounts) being expressly assumed by Buyer.

(b) Notwithstanding anything herein to the contrary, to the extent the assignment of any Assigned Contract is, after giving effect to Sections 363 and 365 of the Bankruptcy Code, not permitted by Law or not permitted without the consent of another Person, and such restriction cannot be effectively overridden or

canceled by the Sale Order or other related order of the Bankruptcy Court, then (i) this Agreement shall not be deemed to constitute an assignment or attempt to assign such Assigned Contract or any right, interest or obligation thereunder if such consent is not given and (ii) no breach of this Agreement shall have occurred by virtue of the nonassignment; provided, however, that Buyer and Seller shall use their commercially reasonable efforts before Closing to obtain any such consents and Seller shall provide or cause to be provided commercially reasonable assistance to Buyer (not including the payment of any consideration) reasonably requested by Buyer to secure such consent after the Closing or cooperate with Buyer (at Buyer's expense) after the Closing in any lawful and commercially reasonable arrangement reasonably proposed by Buyer under which (i) Buyer shall obtain the economic Claims, rights and benefits (net of the amount of any related Tax costs imposed on Seller) under the Assigned Contract with respect to which the consent has not been obtained in accordance with this Agreement and (ii) Buyer shall assume any related economic burden (including the amount of any related Tax costs imposed on Seller) with respect to such Assigned Contract.

(c) Seller shall not reject any Assigned Contracts pursuant to the Bankruptcy Case without the prior written consent of Buyer.

Section 5.09 Lease Matters. The Leases listed on Exhibit A—Part 1 are to be transferred to Buyer as part of the sale of the Assets. To the extent any Lease constitutes an executory contract or unexpired lease of real property under Section 365 of the Bankruptcy Code, such Lease shall be assumed by Seller and assigned by Seller to Buyer pursuant to Section 365 of the Bankruptcy Code.

Section 5.10 Sale Order and Appeal. Seller shall use its reasonable best efforts to obtain entry of the Sale Order approving the transactions contemplated by this Agreement within three (3) Business Days of the date of this Agreement. In the event the Bidding Procedures Order or the Sale Order shall be appealed, Seller and Buyer shall use reasonable best efforts to defend such appeal and to obtain a Final Order with respect thereto.

Section 5.11 Employee Matters.

(a) No later than fifteen (15) days following the date of this Agreement (regardless of whether the Joinder Date has occurred), Seller shall deliver to Buyer or the Administrative Agent, as applicable, a complete and correct list of all employees of Seller and each of its Subsidiaries and shall update such list as soon as practicable following the hiring, resignation or termination of any employees (the employees of Seller and its Subsidiaries from time to time, the "**Seller Employees**").

(b) Buyer and Seller acknowledge and agree that Buyer intends to make, but shall not be required to make, offers of employment to certain of the Seller Employees and that such offers of employment shall be on such terms as

Buyer may determine in its sole and absolute discretion. Seller shall provide Buyer (or, prior to the Joinder Date, representatives of the Lenders (as designated by the Administrative Agent acting at the direction of the Required Lenders)) with reasonable access to the Seller Employees and records regarding each Seller Employee's history and terms of employment with Seller or its Subsidiaries, as applicable, for purposes thereof and shall not take any action to interfere with any offers of employment that Buyer makes to the Seller Employees or impede or in any way hinder Buyer's recruitment or hiring of any Seller Employees.

(c) During the period beginning on the Closing Date and ending on the two (2) year anniversary of the Closing Date, Seller agrees to not, directly or indirectly, solicit for employment any Seller Employee that accepts employment with Buyer for so long as he or she is employed by Buyer or any of its Affiliates and for a period of three (3) months thereafter; provided, that general advertisements (and any discussions based upon responses thereto) shall not be deemed to be a breach of the non-solicitation restriction in this provision.

(d) Seller acknowledges that the restrictions contained in this Section 5.11 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement.

Section 5.12 Formation and Joinder of Buyer. As promptly as practicable after the date hereof, the Administrative Agent, at the direction of the Required Lenders and on behalf of the Lenders, will designate the Person specified by the Required Lenders as "Buyer" under this Agreement to directly receive the Assets and assume the Assumed Obligations from Seller, and Buyer will as promptly as practicable thereafter execute and deliver a joinder to this Agreement (such date of designation and joinder, the "**Joinder Date**"), at which time Buyer will be deemed to have made all of the representations and warranties of "Buyer" set forth in Section 4.02 and become subject to and have assumed all of the rights, agreements and obligations of "Buyer" set forth in this Agreement. For the avoidance of doubt, the entity designated as Buyer shall be an entity able to make the representations and warranties of Buyer set forth in Section 4.02 without scheduled exceptions other than those contemplated by Section 4.02(f) and (h) and those, the substance of which, individually or in the aggregate, would not have a Buyer Material Adverse Effect.

ARTICLE VI CONDITIONS TO CLOSING

Section 6.01 Conditions to Seller's Obligations. The obligations of Seller to consummate the transactions provided for herein are subject to the satisfaction of, or waiver by Seller, on or prior to the Closing Date of each of the following conditions:

(a) Representations. The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all respects on the date hereof and on and as of the Closing Date (other than representations and warranties that

are made as of another date, which shall be so true and correct as of such date only); provided, however, that this condition shall be deemed to have been satisfied even if such representations and warranties are not true and correct unless the individual or aggregate impact of all inaccuracies of such representations and warranties has resulted or would reasonably be expected to result in a Buyer Material Adverse Effect.

(b) Performance. Buyer shall have performed or complied with, in all material respects, all obligations, agreements and covenants contained in this Agreement as to which performance or compliance by Buyer is required prior to or at the Closing.

(c) Execution and Delivery of Closing Documents. Buyer shall have executed and delivered to Seller all of the documents described in Section 7.04 and Buyer shall be ready, willing and able to deliver to Seller the Adjusted Purchase Price in accordance with Section 3.01.

Section 6.02 Conditions to Buyer's Obligations. The obligations of Buyer to consummate the transactions provided for herein are subject to the satisfaction of, or waiver by Buyer, on or prior to the Closing Date of each of the following conditions:

(a) Representations. The representations and warranties of Seller (i) set forth in Sections 4.01(a), 4.01(c), 4.01(d), 4.01(h), 4.01(j), 4.01(p), 4.01(t), 4.01(w), 4.01(x) and 4.01(y) shall be true and correct in all material respects and (ii) set forth in Section 4.01 (other than the subsections listed in clause (i) above) shall be true and correct in all respects except where the individual or aggregate impact of all inaccuracies of such representations and warranties has resulted or would reasonably be expected to result in a Material Adverse Effect, in each of clauses (i) and (ii) on the date hereof and on and as of the Closing Date with the same force and effect as if made on and as of such date (other than representations and warranties that are made as of another date, which shall be so true and correct as of such date only); provided, however, that for purposes of determining the satisfaction of this condition, no effect shall be given to any materiality or Material Adverse Effect exception or qualification set forth in such representations and warranties.

(b) Performance. Seller shall have performed or complied with, in all material respects, all covenants or agreements contained in this Agreement as to which performance or compliance by Seller is required prior to or at the Closing.

(c) Execution and Delivery of Closing Documents. Seller shall have executed and delivered to Buyer all of the documents described in Section 7.03.

(d) BOEM/BSEE Approval. Buyer shall have received assurances acceptable to Buyer that approval of the BOEM/BSEE for the transfer of the Assets contemplated by this Agreement will be obtained.

(e) Final Orders. The Sale Order shall have been entered and shall have become a Final Order. For the avoidance of doubt, Buyer is relying on the terms of the Sale Order, including the protections of Bankruptcy Code Sections 363(b), 363(f), 363(m), 365(a), 365(b) and 365(f), and does not intend to consummate the transactions contemplated by this Agreement unless the Sale Order has been entered and has become a Final Order.

(f) No Litigation. No suit, action, investigation, proceeding or litigation shall be pending seeking to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(g) Consents. All consents and approvals (other than with respect to the BOEM/BSEE) required to be obtained for the sale and purchase of the Assets, after giving effect to the Sale Order, shall have been obtained and all filings and notifications required to be made and given, if any, after giving effect to the Sale Order, shall have been made or given.

Section 6.03 Conditions to Buyer and Seller's Obligations. The obligations of each of Buyer and Seller to consummate the transactions provided for herein are subject to the fulfillment or waiver by Buyer and Seller (other than the condition contained in Section 6.03(a) below, the fulfillment of which cannot be waived by any Party) on or prior to the Closing Date of each of the following conditions:

(a) Bankruptcy Court Approval. The Bankruptcy Court shall have entered an order approving the transactions contemplated hereby and the terms and conditions of this Agreement.

(b) No Injunctions or Restraints. No applicable Law enacted, entered, promulgated, enforced or issued by any Governmental Authority or other legal restraint or prohibition preventing the consummation of the transactions contemplated by this Agreement shall be in effect.

(c) HSR Act. If applicable, the waiting period under the HSR Act applicable to the consummation of the transactions contemplated hereby shall have expired, notice of early termination shall have been received or a consent order issued (in form and substance satisfactory to each Party) by or from applicable Governmental Authorities.

Section 6.04 Frustration of Closing Conditions. Neither Buyer nor Seller may rely on the failure of any condition set forth in this Article VI to be satisfied if such failure was caused by such party's failure to use its reasonable best efforts to cause the Closing to occur, as required by Section 5.05.

Section 6.05 Waiver of Closing Conditions. Notwithstanding anything to the contrary set forth in this Agreement, Buyer shall not waive any condition to Closing that would be material and adverse to the interests of the Lenders under the DIP Credit Agreement without the prior written consent of the Administrative Agent, acting on behalf of the Lenders and at the direction of the Required Lenders.

ARTICLE VII CLOSING

Section 7.01 Time and Place of Closing. The closing of the sale by Seller and the purchase by Buyer of the Assets pursuant to this Agreement (the “**Closing**”) shall take place at the offices of Mayer Brown LLP located at 700 Louisiana Street, Houston, Texas 77002, at 10:00 a.m., Houston time on the second Business Day following the satisfaction (or, to the extent permitted, the waiver) of the conditions set forth in Article VI, or at such other place, time and date as may be agreed by Seller and Buyer. The date on which the Closing occurs is referred to in this Agreement as the “**Closing Date**”.

Section 7.02 Adjustments to Purchase Price.

(a) [Reserved]

(b) At the Closing, the Credit Bid portion of the Purchase Price shall be decreased, pursuant to Section 7.02(c), by Seller’s good faith estimate (as set forth in a statement delivered to Buyer not later than two Business Days prior to Closing) of the following amounts (without duplication) (the “**Purchase Price Reductions**”):

(i) any amounts agreed upon pursuant to Section 2.02 with respect to the Rejected Assets, if any;

(ii) amounts received by Seller from other working interest owners as joint interest billings under the Assigned Contracts that have not been paid to the vendors who performed work giving rise to the joint interest billing as of the Closing Date;

(iii) any Contract Cure Amounts;

(iv) the Assumed Seller Taxes and any interest and penalties attributable to the failure to make timely payments of such amounts prior to Closing and any Production Taxes or Non-Income Taxes, each as allocated pursuant to Section 12.01; and

(v) the net amount of any Imbalances as of the Closing Date, if such net amount is negative.

(c) At Closing, the Adjusted Purchase Price shall be equal to the Purchase Price minus the total amount of the Purchase Price Reductions as determined pursuant to Section 7.02(b).

(d) On or before sixty (60) days after the Closing, a final settlement statement (the “**Final Settlement Statement**”) will be prepared by Seller, setting forth the actual Purchase Price Reductions (“**Final Adjustments**”). As soon as practicable, and in any event within thirty (30) days, after receipt of the Final

Settlement Statement, Buyer shall return a written report containing any proposed changes to the Final Settlement Statement and an explanation of any such changes and the reasons therefor (the “**Dispute Notice**”). Any Dispute Notice shall include only objections based on (A) mathematical errors in the computation of the Final Adjustments or (B) the Final Adjustments not having been calculated in accordance with this Section 7.02. If Buyer fails to deliver a Dispute Notice within such thirty (30) day period, the Final Settlement Statement and the Final Adjustments shall become final and binding at the end of such period. If the Final Adjustments set forth in the Final Settlement Statement are mutually agreed upon by Seller and Buyer, the Final Settlement Statement and the Final Adjustments shall be final and binding on the Parties.

(e) If Buyer and Seller are unable to agree upon the Final Adjustments within thirty (30) days after Seller’s receipt of the Dispute Notice, then either Buyer or Seller may elect to refer their remaining differences to KPMG, LLP (“**KPMG**”) or, if KPMG shall decline to accept such engagement, a nationally recognized firm of independent public accountants selected jointly by Buyer and Seller. If Buyer and Seller are unable to select independent public accountants within two (2) Business Days of KPMG declining to accept such engagement, either Buyer or Seller may thereafter request that the American Arbitration Association make such selection (as applicable, KPMG, the firm selected by Buyer and Seller or the firm selected by the American Arbitration Association is referred to as the “**Accounting Arbitrator**”). The Accounting Arbitrator shall use its office located in Houston, Texas to resolve any dispute and shall be required to adopt the proposed amounts for the Final Adjustments submitted to the Accounting Arbitrator by either Buyer, on the one hand, or Seller, on the other hand. The Accounting Arbitrator shall have no power whatsoever to reach any other result and shall adopt the amount for the Final Adjustments that in its judgment is the closest to being in conformity with the provisions of this Agreement. The Accounting Arbitrator, Buyer and Seller shall use their commercially reasonable efforts to resolve the dispute within thirty (30) days of the engagement of the Accounting Arbitrator. If at any time prior to judgment by the Accounting Arbitrator, Buyer and Seller resolve their dispute, then notwithstanding the preceding provisions of this Section 7.01(e), the Accounting Arbitrator’s involvement promptly shall be discontinued and the Final Adjustments shall be revised, if necessary, to reflect such resolution and thereupon shall be final and binding on Buyer and Seller. All of the costs and expenses of the Accounting Arbitrator shall be borne by one-half by Buyer and one-half by Seller. The determination and decision of the Accounting Arbitrator shall be final and nonappealable and shall be valid and binding upon Buyer and Seller and their successors and assigns and may be enforced in any court of competent jurisdiction. Buyer and Seller shall make readily available to the Accounting Arbitrator all relevant books and records relating to the Final Adjustments and all other items reasonably requested by the Accounting Arbitrator in connection therewith. The determination of the Accounting Arbitrator shall be binding and final for purposes of this Agreement.

(f) Within five (5) calendar days following either (x) an agreement by Buyer and Seller on the Final Adjustments or (y) a determination by the Accounting Arbitrator as to such Final Adjustments, then:

(i) if the Purchase Price minus the total amount of the Purchase Price Reductions included in the Final Adjustments is greater than the Adjusted Purchase Price, then Buyer shall increase the Credit Bid portion of the Adjusted Purchase Price by the amount of such excess; and

(ii) if the Purchase Price minus the total amount of the Purchase Price Reductions included in the Final Adjustments is less than the Adjusted Purchase Price, then Buyer shall decrease the Credit Bid portion of the Adjusted Purchase Price by the amount of such excess and such excess amount shall be deemed to remain (A) outstanding against Seller and any of its assets not purchased hereby and (B) protected by and entitled to the benefit of the terms and provisions of the DIP Order and DIP Credit Agreement.

Section 7.03 Actions of Seller at Closing. At the Closing, Seller shall:

(a) execute and deliver to Buyer an assignment without any warranty whatsoever, express, implied, or statutory, but including rights of subrogation (other than to any Seller or any Affiliate of any Seller) in form and substance as is customary for similar transactions (the “**Assignment**”) covering the Assets, and such other instruments, in form and substance mutually agreed upon by Buyer and Seller, as may be reasonably necessary to convey ownership, title and possession of the Assets to Buyer as contemplated by this Agreement, and shall otherwise deliver to Buyer possession of the Assets;

(b) deliver executed statements described in Treasury Regulation §1.1445-2(b)(2) certifying that Seller is not (A) an entity disregarded as separate from its owner for U.S. federal income tax purposes, and (B) is not a “foreign person” as defined in Section 1445 of the Code;

(c) deliver to Buyer a certificate duly executed by an authorized officer of Seller, dated as of Closing Date, certifying on behalf of Seller that the conditions set forth in Sections 6.02(a) and 6.02(b) have been fulfilled;

(d) deliver a certificate from the secretary or a senior officer of Seller certifying and attaching a copy of the resolutions or written consent of the governing body of Seller approving this Agreement and the transactions contemplated hereby; and

(e) execute, acknowledge and deliver any transfer orders, division orders, letters of resignation of Seller as operator, and any other agreements and take any other actions provided for herein or which are reasonably necessary to effectuate the transactions contemplated hereby.

Section 7.04 Actions of Buyer at Closing. At the Closing, Buyer shall:

- (a) deliver to Seller the Closing Cash Payment by wire transfer as set forth in Section 3.01;
- (b) deliver to Seller a certificate duly executed by an authorized officer of Buyer, dated as of Closing Date, certifying on behalf of Buyer that the conditions set forth in Sections 6.01(a) and 6.01(b) have been fulfilled;
- (c) deliver a certificate from the secretary or a senior officer of Buyer certifying and attaching a copy of the resolutions or written consent of the governing body of Buyer approving this Agreement and the transactions contemplated hereby; and
- (d) execute, acknowledge and deliver any transfer orders, division orders and any other agreements and take any other actions provided for herein or which are reasonably necessary to effectuate the transactions contemplated hereby.

ARTICLE VIII CERTAIN ADDITIONAL OBLIGATIONS

Section 8.01 Transition Services. It is expressly understood and agreed that Buyer and Seller shall negotiate in good faith and enter into an agreement effective as of the Closing pursuant to which Seller and its Subsidiaries (other than the Purchased Entities), as applicable, will provide to Buyer certain transition support services requested by Buyer, if any, that are similar to transition support services provided in comparable transactions (taking into account the nature of the Assets) on customary terms.

Section 8.02 ORRI/NPI Matters.

(a) Settlement of Claims. Seller shall not, without the prior written consent of Buyer, settle, compromise, agree to settle or compromise or otherwise release or discharge any Person in connection with the ORRI/NPI Claims.

(b) Seller acknowledges that Buyer shall be entitled to the proceeds of any disgorgement, recovery or other return of distributions to Seller or Buyer or any of their respective Affiliates, successors or assigns that results from or in connection with any ORRI/NPI Claim (a “**Disgorged Payment**”), and Seller shall promptly (and in any event within three (3) Business Days) transfer any such Disgorged Payment received by Seller or any of its Affiliates to Buyer by wire transfer in immediately available funds.

Section 8.03 Files. To the extent any Files are not located with the Assets, Seller shall make copies of such Files, to the extent related to the Assets, available for pickup by Buyer within ten (10) days after the Closing and Buyer shall pick up such Files on such date or within five (5) days thereafter. Buyer recognizes that certain of the Files

may contain information relating to assets or businesses of Seller and its Affiliates other than the Assets and that Seller and its Affiliates may retain copies thereof.

Section 8.04 Further Cooperation. After the Closing, and subject to the terms and conditions of this Agreement, each of Buyer and Seller, at the request of the other and without additional consideration, shall execute and deliver, or shall cause to be executed and delivered from time to time, such further instruments of conveyance and transfer and shall take such other action as the other Party may reasonably request to carry out the purposes and intents of this Agreement.

ARTICLE IX TERMINATION

Section 9.01 Right of Termination. This Agreement and the transactions contemplated hereby may be completely terminated at any time prior to the Closing:

- (a) by mutual written consent of Buyer and Seller;
- (b) by either Buyer or Seller, by written notice to the other Party, if any of the conditions set forth in Section 6.03 are not satisfied, have not been waived by such Party and are incapable of being satisfied by the Outside Date;
- (c) by Seller, by written notice to Buyer, if any of the conditions set forth in Section 6.01 are not satisfied, have not been waived by Seller and are incapable of being satisfied by the Outside Date;
- (d) by Buyer, by written notice to Seller if any of the conditions set forth in Section 6.02 are not satisfied, have not been waived by Buyer and are incapable of being satisfied by the Outside Date;
- (e) by either Buyer or Seller, by written notice to the other Party, if the Closing does not occur on or prior to the Outside Date; provided, however, that the right to terminate this Agreement under Section 9.01(e) shall not be available to any Party whose breach of a representation or warranty in this Agreement or whose action or failure to act in breach of this Agreement has been a principal cause or resulted in the failure of the Closing to occur on or before such date;
- (f) by either Buyer or Seller, by written notice to the other Party, if the Bankruptcy Court approves any agreement for a transaction or series of related transactions, other than the transactions to be consummated under this Agreement, pursuant to which all or substantially all of the Assets will be acquired (whether pursuant to an asset sale, merger, stock purchase, a Chapter 11 plan or otherwise);
- (g) by Buyer, by written notice to Seller, if the Bankruptcy Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code; or
- (h) by the Administrative Agent, by written notice to Seller, if (i) the Required Lenders fail to designate (in a form and substance satisfactory to the

Administrative Agent) Buyer under this Agreement prior to the Outside Date, (ii) Buyer fails to execute and deliver the joinder to this Agreement as contemplated by Section 5.12 prior to the Outside Date or (iii) the Administrative Agent determines that any additional approval of the Required Lenders is necessary in order to consummate the transactions contemplated hereby and such approval is not obtained, has not been waived by the Administrative Agent acting at the direction of the Required Lenders and is incapable of being obtained by the Outside Date.

For purposes of this Section 9.01, prior to the Joinder Date, the Administrative Agent acting at the direction of the Required Lenders may exercise any right of Buyer to terminate this Agreement on behalf of Buyer.

Section 9.02 Effect of Termination. In the event that Closing does not occur as a result of either Buyer or Seller exercising its right to terminate this Agreement pursuant to Section 9.01, then upon such termination, this Agreement shall thereafter be null and void, without any Liability or obligation on the part of any Party under this Agreement, except that the provisions of Section 1.01, Section 1.02, Section 4.01(h), Section 4.02(h), Section 5.04, this Section 9.02, Section 10.02, Section 10.04, Section 10.05, Section 10.06, Section 11.01 and ARTICLE XII (other than Section 12.01) shall survive any termination of this Agreement. Nothing in this Section 9.02 shall be deemed to impair the right of any Party to compel specific performance by any other party of its obligations under this Agreement.

ARTICLE X ASSUMPTION

Section 10.01 Assumption. Subject to the terms and conditions of this Agreement, as of the Closing, Buyer assumes and agrees to pay, perform and discharge, or cause to be paid, performed, and discharged, only the following obligations and Liabilities:

- (a) all Production Taxes and Non-Income Taxes allocable to Tax periods (or portion thereof) beginning on or after the Closing Date, pursuant to Section 12.01(a);
- (b) all Liabilities attributable to the Assets arising from, attributable to, or alleged to be arising from or attributable to, a violation of or the failure to perform any obligation imposed by any Environmental Law (to the extent attributable to the period from and after the Closing Date);
- (c) all obligations to settle any Imbalances, regardless of whether such Imbalances arose prior to, on or after the Closing Date;
- (d) all obligations applicable to the lessee under the terms of any of the transferred Leases from and after the Closing Date;
- (e) all Contract Cure Amounts with respect to the Assigned Contracts;

- (f) the Assumed Seller Taxes;
- (g) all obligations to any working interest owners with respect to joint interest billings under the Assigned Contracts; and
- (h) all other Liabilities directly related to the Assets (other than (i) Taxes attributable to Tax Periods (or portions thereof) beginning prior to the Closing Date, (ii) Liabilities related to the Debt Facilities and other Liens and (iii) Liabilities to any advisors, including financial, engineering, technical, legal and accounting advisors, in connection with the transactions contemplated in this Agreement or in connection with the Bankruptcy Case) in each case, to the extent first arising and relating to facts and circumstances first occurring after the Closing Date.

All such assumed obligations and Liabilities described above in this Section 10.01 are collectively referred to herein as the “**Assumed Obligations.**”

Section 10.02 Negligence and Fault. THE DEFENSE, RELEASE, HOLD HARMLESS, WAIVER AND LIMITATION OF LIABILITY OBLIGATIONS AND/OR PROVISIONS SET FORTH IN THIS AGREEMENT SHALL ENTITLE THE BENEFICIARY THEREOF TO SUCH DEFENSE, RELEASE, HOLD HARMLESS, WAIVER OR LIMITATION OF LIABILITY HEREUNDER IN ACCORDANCE WITH THE TERMS HEREOF, REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH RIGHT OR OBLIGATION IS THE RESULT OF: (A) STRICT LIABILITY, (B) THE VIOLATION OF ANY LAW BY SUCH BENEFICIARY OR BY A PRE-EXISTING CONDITION, OR (C) THE SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH BENEFICIARY THEREOF.

Section 10.03 Release.

(a) Except for the rights and obligations of the Parties specifically set forth in this Agreement, effective as of Closing, Buyer, on its own behalf and on behalf of its Affiliates, to the extent permitted by Law, hereby irrevocably and unconditionally releases, remises and forever discharges Seller and its Affiliates and all such parties' past, present and future shareholders, partners, members, board of directors and/or supervisors, managers, officers, employees, agents, representatives and advisors from any and all suits, legal or administrative proceedings, claims, demands, damages, losses, costs, Liabilities, interest or causes of action whatsoever, at Law or in equity, known or unknown, which Buyer or its Affiliates might now or subsequently may have, based on, relating to or arising out of this Agreement, the transactions contemplated hereby, the ownership, use or operation of the Assets or the condition, quality, status or nature of the Assets, including rights to contribution under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, breaches of statutory or implied warranties, nuisance or other tort actions, rights to punitive damages, common law rights of contribution and rights under insurance maintained by Seller or any of its Affiliates.

(b) Except for the rights and obligations of the Parties specifically set forth in this Agreement, effective as of Closing, Seller, on its own behalf and on behalf of its Affiliates, to the extent permitted by Law, hereby irrevocably and unconditionally releases, remises and forever discharges Buyer and its Affiliates and all such parties' past, present and future shareholders, partners, members, board of directors and/or supervisors, managers, officers, employees, agents, representatives and advisors from any and all suits, legal or administrative proceedings, claims, demands, damages, losses, costs, Liabilities, interest or causes of action whatsoever, at Law or in equity, known or unknown, which Seller or its Affiliates might now or subsequently may have, based on, relating to or arising out of this Agreement, the transactions contemplated hereby, the ownership, use or operation of the Assets or the condition, quality, status or nature of the Assets, including rights to contribution under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, breaches of statutory or implied warranties, nuisance or other tort actions, rights to punitive damages, common law rights of contribution and rights under insurance maintained by Buyer or any of its Affiliates.

Section 10.04 Survival. The representations and warranties of Buyer and Seller contained herein and in the certificates delivered at Closing (other than those contained in Sections 4.01(h) and 4.02(h)) shall terminate upon Closing and be of no further force or effect for any purpose. The covenants and other agreements of the Parties contained herein and the representations contained in Sections 4.01(h) and 4.02(h) shall survive the Closing (except to the extent otherwise specifically set forth in the applicable covenant or other agreement contained herein).

Section 10.05 Non-Compensatory Damages. Neither Buyer nor Seller shall be entitled to recover from the other, or their respective Affiliates, any indirect, special, consequential, punitive or exemplary damages, or damages for lost profits of any kind or loss of business opportunity, arising under or in connection with this Agreement or the transactions contemplated hereby, except to the extent any such Party suffers such damages (including costs of defense and reasonable attorneys' fees incurred in connection with defending of such damages) to a Third Party, which damages (including costs of defense and reasonable attorneys' fees incurred in connection with defending against such damages) shall not be excluded by this provision as to recovery hereunder. Subject to the preceding sentence, Buyer, on behalf of itself and each of its Affiliates, and Seller, on behalf of itself and each of its Affiliates, waive any right to recover any indirect, special, consequential, punitive or exemplary damages, or damages for lost profits of any kind or loss of business opportunity, arising in connection with or with respect to this Agreement or the transactions contemplated hereby.

Section 10.06 Specific Performance. Each of the Parties agrees that irreparable damage would occur and that the Parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each of the Parties shall be entitled to an injunction or injunctions to prevent breaches of this

Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which it is entitled at law or in equity.

ARTICLE XI
LIMITATIONS ON REPRESENTATIONS AND WARRANTIES

Section 11.01 Disclaimers of Representations and Warranties.

(a) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN SECTION 4.01 OF THIS AGREEMENT, (I) SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED AND (II) SELLER EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO BUYER OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO BUYER BY SELLER OR ANY OFFICER, DIRECTOR, SUPERVISOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF SELLER OR ANY OF ITS AFFILIATES).

(b) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.01 OF THIS AGREEMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (V) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY SELLER OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO BUYER, ITS AFFILIATES OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, AND (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT.

(c) SELLER EXPRESSLY DISCLAIMS AND NEGATES, AND BUYER HEREBY WAIVES (I) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (II) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (III) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (IV) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, (V) ANY CLAIMS BY BUYER FOR DAMAGES BECAUSE OF REDHIBITORY VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN AS OF THE DATE OF THIS AGREEMENT OR THE CLOSING DATE, AND (VI) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW; IT BEING THE EXPRESS INTENTION OF BOTH BUYER AND SELLER THAT, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN SECTION 4.01 OF THIS AGREEMENT, THE ASSETS SHALL BE CONVEYED TO BUYER IN THEIR PRESENT CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS," WITH ALL FAULTS, AND THAT BUYER HAS MADE OR SHALL MAKE PRIOR TO CLOSING SUCH INSPECTIONS AS BUYER DEEMS APPROPRIATE.

(d) OTHER THAN EXPRESSLY SET FORTH IN SECTION 4.01 OF THIS AGREEMENT, SELLER HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT, THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY. SUBJECT TO BUYER'S RIGHTS UNDER THIS AGREEMENT, BUYER SHALL BE ACQUIRING THE ASSETS WITH THE RECOGNITION THAT SUCH ACQUISITION IS "AS IS" AND "WHERE IS," WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION, AND BUYER ACKNOWLEDGES IT HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS BUYER DEEMS APPROPRIATE.

(e) SELLER AND BUYER AGREE THAT THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION 11.01 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

**ARTICLE XII
MISCELLANEOUS**

Section 12.01 Tax Matters.

(a) Tax Allocation. The Non-Income Taxes imposed on a periodic basis (including real, personal and intangible property Taxes or ad valorem property Taxes (“**Property Taxes**”) for which Seller shall be and remain liable is the amount of Property Taxes (other than the Assumed Seller Taxes) assessed with respect to the ownership or operation of the Assets for (i) any Tax period ending prior to the Closing Date and (ii) any Straddle Period multiplied by a fraction, the numerator of which is the number of days in the Straddle Period ending immediately prior to the Closing Date and the denominator of which is the number of days in the entire Straddle Period. The Production Taxes and Non-Income Taxes (except for Property Taxes) for which Seller shall be and remain liable is the amount of such Taxes (other than the Assumed Seller Taxes) assessed with respect to the ownership or operation of the Assets for (i) any Tax period ending prior to the Closing Date and (ii) any Straddle Period, the Production Taxes or Non-Income Taxes that would be payable with respect to the ownership or operation of the Assets as of the end of the day immediately prior to the Closing Date as if such period were treated as ending as of the end of the day prior to the Closing Date. All Non-Income Taxes and Production Taxes with respect to the ownership or operation of the Assets arising on or after the Closing Date (including all Straddle Period Taxes not apportioned to Seller) shall be allocated to and borne by Buyer. The portion of Non-Income Taxes and Production Taxes to be borne by Seller and not paid by Seller on or prior to Closing shall be satisfied by a downward adjustment to the Purchase Price pursuant to Section 7.02(b)(iv). To the extent the actual amount of any such Non-Income Taxes and Production Taxes is not determinable at Closing, the most recent information available will be used to estimate the Purchase Price adjustment pursuant to Section 7.02. Upon determination of the actual amount of estimated Production Taxes and Non-Income Taxes, and once no further payments are required under Section 7.02(f), (x) Seller shall pay to Buyer any additional amount necessary to satisfy its allocated share of Production Taxes and Non-Income Taxes no later than five (5) Business Days prior to the due date for such Taxes or (y) Buyer shall increase the Credit Bid portion of the Purchase Price by any amount necessary to satisfy its allocated share of Production Taxes and Non-Income Taxes, as applicable.

(b) Tax Returns and Cooperation in Tax Proceedings. Notwithstanding anything in the Agreement to the contrary, for 120 days after the Closing Date, Seller shall cooperate with Buyer in connection with the filing of Tax Returns and any audit, litigation or other proceeding (each, a “**Tax Proceeding**”) with respect to Taxes imposed on or with respect to the Assets. Such cooperation shall include the retention and (upon Buyer’s request) the provision of records and information which are reasonably relevant to any such Tax Return or Tax Proceeding and making employees available (at Buyer’s sole

expense) on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Seller shall prepare and file (i) all Income Tax Returns for any Tax period of Seller that includes or ends with, respectively, the Closing Date, and (ii) all Non-Income Tax and Production Tax Returns of or in respect of the Assets for any Tax period ending on or prior to the Closing Date, provided, however, that any Non-Income Tax or Production Tax Returns for periods on or after the date hereof (other than any such Tax Returns prepared in the ordinary course and consistent with Seller's normal practice, which shall be made available to Buyer promptly after filing) shall be submitted to Buyer for its review and comments no later than ten (10) Business Days prior to the due date for such Tax Return. Buyer shall prepare and file all Non-Income Tax and Production Tax Returns of or in respect of the Assets for any Tax period that includes, but does not end on, the Closing Date, provided that, any such Tax Return that includes a Straddle Period shall be furnished to Seller for review and comment not later than ten (10) Business Days prior to the due date of such Tax Return. Buyer shall consider any comments from Seller in good faith but shall not be obligated to accept such comments.

(c) Transfer Taxes. Seller shall be responsible for the filing of all Tax Returns and the payment of all state and local transfer, documentary, recording, sales, use, stamp, registration or other similar Taxes (the "**Transfer Taxes**") resulting from the transactions contemplated by this Agreement or any other transaction document and not eliminated through the application of Section 1146(a) of the Bankruptcy Code. Buyer and Seller shall cooperate in good faith to minimize, to the extent permissible under applicable Law, the amount of any such Transfer Taxes.

(d) Tax Contests. If any claim or demand for Non-Income Taxes or Production Taxes in respect of which Seller may be responsible pursuant to Section 12.01(a) is asserted in writing against Buyer or any of Buyer's Affiliates, Buyer shall notify Seller of such claim or demand within 20 days of receipt thereof, and shall give Seller such information with respect thereto as Seller may reasonably request, provided, however, that later notice shall not relieve the responsibility of Seller under this Article XII unless Seller's defense to such claim is materially compromised as a result thereof. Seller may discharge, at any time, any payment obligations under Section 12.01(a) by paying to Buyer the amount payable pursuant to Section 12.01(a), calculated on the date of such payment. Seller may, at its own expense, participate in, and upon notice to Buyer, assume the defense of any such claim, suit, action, litigation, or proceeding (including any Tax audit). If Seller assumes such defense, Seller shall have the sole discretion as to the conduct of such defense and Buyer shall have the right (but not the duty) to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by Seller. No claim may be settled, however, without the written consent of Buyer, not to be unreasonably withheld, conditioned, or delayed, if such claim would adversely affect the Tax liability of Buyer after the Closing Date in any material way. Whether or not Seller chooses to defend or prosecute any claim, Buyer and Seller shall cooperate in the defense

or prosecution thereof. Seller shall not be responsible under Section 12.01(a) for (a) any Non-Income Taxes or Production Taxes, the payment of which was made by Buyer after the Closing without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, or (b) any settlements (i) effected by Buyer after the Closing without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed, or (ii) resulting from any claim, suit, action, litigation or proceeding with respect to which Seller was not notified pursuant to this Section 12.01(d).

(e) Tax Treatment of Payments. Adjustments made pursuant to this Section 12.01 shall be treated for all Tax purposes as adjustments to the Final Purchase Price, unless otherwise required by applicable Law.

Section 12.02 [Reserved].

Section 12.03 Entire Agreement. This Agreement, the documents to be executed pursuant hereto and the exhibits and schedules attached hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

Section 12.04 Publicity. Each Party shall consult with the other Parties prior to making any public release concerning this Agreement or the transactions contemplated hereby and, except as required by applicable Law or by any Governmental Authority or stock exchange (in which case the Party required to make such release shall allow the other Parties reasonable time to comment on such release in advance of such issuance), no Party shall issue any such release without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

Section 12.05 No Third Party Beneficiaries. Except with respect to (a) the Persons included within the definition of Seller Representatives or Buyer Representatives (and in such cases, only to the extent expressly provided herein), (b) the Administrative Agent and the Lenders and their respective Affiliates with respect to Section 12.16 and (c) any permitted successor to Seller or Buyer, or assignee of Seller or Buyer, this Agreement is for the sole benefit of the Parties and nothing in this Agreement shall provide any benefit to any Third Party or entitle any Third Party to any claim, cause of action, remedy or right of any kind.

Section 12.06 Assignment. No Party may assign or delegate any of its rights or duties hereunder without the prior written consent of the other Parties and any assignment made without such consent shall be void; provided, however, Buyer may assign this Agreement or any rights hereunder to one or more wholly owned Subsidiaries of Buyer, or any other entity formed at the direction of the Required Lenders for purposes of effecting the Credit Bid, without the consent of Seller; provided further, however, that Seller may assign any of its rights hereunder to any successor (including a liquidating trustee) without the consent of Buyer or the Administrative Agent; provided further, however, in connection with the assignment of the Assets pursuant to the Credit Bid, the

Administrative Agent may assign any of its rights or duties hereunder to Buyer. Any assignment made by Buyer or Seller as permitted hereby shall not relieve Buyer or Seller, as applicable, from any Liability or obligation hereunder. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

Section 12.07 Governing Law. THIS AGREEMENT AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION, AND THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE.

Section 12.08 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 12.09 Notices. Any notice, communication, request, instruction or other document required or permitted hereunder shall be given in writing and delivered in person or sent by United States mail (postage prepaid, return receipt requested), telex, facsimile, telecopy or reliable overnight courier service to the addresses of the Parties set forth below. Any such notice shall be effective (i) when delivered if delivered by hand or transmitted by facsimile (with acknowledgment received) during normal business hours or, if not delivered during normal business hours, on the next Business Day, (ii) two (2) Business Days after the same are sent if sent by certified or registered mail, postage prepaid, return receipt requested or (iii) one (1) Business Day after the same are sent if sent by a reliable overnight courier service, with acknowledgment of receipt.

Seller: ATP Oil & Gas Corporation
Attention: President
4600 Post Oak Place
Suite 1000
Houston, Texas 77027
Phone (713) 622-3311

Buyer: Prior to the Joinder Date, notices to Buyer shall be delivered to the Administrative Agent. On or after the Joinder Date, notices to Buyer shall be delivered to such address and to such Persons as will be identified in the joinder delivered pursuant to Section 5.12.

Administrative Agent: Credit Suisse AG
Eleven Madison Avenue
New York, New York 10010
Attention: Tad Bender
Phone (212) 325-5163
Fax (212) 325-6665

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

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, New York 10019
Attention: Paul H. Zumbro
Damien R. Zoubek
Fax (212) 474-3700

Each Party may, by written notice so delivered, change its address for notice purposes hereunder.

Section 12.10 Approval of the Bankruptcy Court. Notwithstanding anything herein to the contrary, any and all obligations under this Agreement are subject to approval of the Bankruptcy Court.

Section 12.11 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an

acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 12.12 Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. Any signature hereto delivered by a Party by facsimile or electronic transmission shall be deemed an original signature hereto.

Section 12.13 Amendment and Waiver. This Agreement may be amended, supplemented, modified, superseded or canceled and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by an instrument in writing signed by an authorized officer of each of the Parties or, in the case of a waiver, by or on behalf of the Party waiving compliance. No waiver of any of the provisions of this Agreement or rights hereunder shall be deemed or shall constitute a waiver of any other provisions hereof or right hereunder (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 12.14 Expenses. Except as set forth in the Bidding Procedures Order, whether or not the transactions contemplated by this Agreement are consummated, except as otherwise expressly provided herein, each of the Parties shall be responsible for the payment of its own respective costs and expenses incurred in connection with the negotiations leading up to and the performance of its respective obligations pursuant to this Agreement, including the fees of any attorneys, accountants, brokers or advisors employed or retained by or on behalf of such party.

Section 12.15 Schedules and Exhibits. The inclusion of any matter upon any Schedule or any Exhibit attached hereto does not constitute an admission or agreement that such matter is material with respect to the representations and warranties contained herein.

Section 12.16 Matters Relating to the Administrative Agent. The Administrative Agent has executed this Agreement at the direction of the Required Lenders in order to facilitate the transactions contemplated hereby. Each of the Parties acknowledges and agrees that, upon execution and delivery by Buyer of the joinder to this Agreement as contemplated by Section 5.12, the Administrative Agent will assign all of its rights to receive the Assets to Buyer, and Buyer hereby agrees to accept such assignment in the manner contemplated by this Agreement, and that none of Seller's title to, control of or possession of any of the Assets, or any of Seller's obligations in respect of any of the Assumed Obligations, shall be transferred to or assumed by the Administrative Agent. Seller, on behalf of itself and its Affiliates, acknowledges and agrees that (a) neither the Administrative Agent nor any of its Affiliates, nor any Lender or its Affiliates, shall have any Liability or other obligation in the event of any failure of the Required Lenders to designate (in a form and substance satisfactory to the Administrative Agent, including with respect to indemnification of the Administrative Agent) Buyer under this Agreement, nor shall the Administrative Agent or any of its Affiliates or any Lender or any of its Affiliates (other than Buyer) have any Liability or other obligation for the

failure of Buyer (after it has been designated as contemplated in this sentence) to execute and deliver the joinder to this Agreement as contemplated by Section 5.12 or in the event of any breach by Buyer of any of its obligations under this Agreement, including Buyer's obligations to accept such assignment from the Administrative Agent or to consummate the transactions in accordance with the terms of this Agreement and (b) neither the Administrative Agent nor any of its Affiliates or any Lender or any of its Affiliates (other than Buyer) shall in any way be deemed to be attributed or otherwise responsible for any of the representations, warranties, covenants, obligations or other agreements of Buyer under this Agreement. Each of Seller and Buyer, on behalf of itself and its respective Affiliates, acknowledges and agrees that neither the Administrative Agent nor any of its Affiliates shall have any Liability or other obligation in respect of any action taken or not taken by the Administrative Agent in connection with this Agreement at the direction of the Required Lenders.

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, Seller and the Administrative Agent have executed this Agreement as of the date first written above.

SELLER:

ATP OIL & GAS CORPORATION

By: _____
_____, _____

THE ADMINISTRATIVE AGENT:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, exclusively in its capacity as Administrative Agent for the Lenders

By: _____

_____ , _____

Part 2

ASSET PURCHASE AGREEMENT

BY AND ~~AMONG~~BETWEEN

ATP OIL & GAS CORPORATION

AS SELLER

AND

CREDIT SUISSE AG

AS ~~BUYER~~ADMINISTRATIVE AGENT AND COLLATERAL AGENT

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¹ Note to Seller: This Agreement is subject to Seller's provision of disclosure schedules that are acceptable to the Administrative Agent acting at the direction of the Required Lenders.

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”) is made and entered into this ___ day of May, 2013, by and ~~among~~between ATP Oil & Gas Corporation, a Texas corporation (“**Seller**”), and ~~—, a — (“Buyer”).~~ Buyer and Seller Credit Suisse AG, exclusively in its capacity as administrative agent and collateral agent for the Lenders under the DIP Credit Agreement (the “Administrative Agent”). For purposes hereof, “Buyer” will be a Person designated by the Administrative Agent, at the direction of the Required Lenders and on behalf of the Lenders to receive the Assets and assume the Assumed Obligations, as promptly as practicable after the date hereof and in accordance with Section 5.12. Seller, the Administrative Agent and, on and after the Joinder Date, Buyer, are sometimes referred to herein, collectively, as the “**Parties**” and, individually, as a “**Party**.” In respect of Buyer, all references to the “date hereof” or the “date of this Agreement” shall refer to the Joinder Date, unless the context otherwise requires or as specifically provided otherwise.

WITNESSETH:

WHEREAS, Seller is the owner of certain oil and gas assets and other assets located in the Gulf of Mexico and elsewhere in the world;

WHEREAS, Seller holds all of the Purchased Equity;

WHEREAS, Seller is the subject of a case under the Bankruptcy Reform Act of 1978, as codified in title 11 of the United States Code, 11 U.S.C. §§ 101 through 1532, as may have been or are amended from time to time (the “**Bankruptcy Code**”) before the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”) as Case No. 12-36187 (the “**Bankruptcy Case**”), and is subject to the jurisdiction thereof;

WHEREAS, ~~neither Titan nor Innovator HoldCo is the subject of the Bankruptcy Case;~~ **WHEREAS**, ~~—~~the transactions contemplated hereunder are subject to the authorization and approval of the Bankruptcy Court; ~~and~~

WHEREAS, Buyer desires to purchase and Seller desires to sell all of the Assets (as hereinafter defined) in accordance with the terms and conditions of this Agreement and the orders of the Bankruptcy Court with respect thereto;

WHEREAS, Buyer desires to credit bid a portion of the obligations secured by the DIP Credit Agreement and to agree to pay on behalf of the Lenders a specified amount in cash to satisfy legitimate Liens on Assets that are ranked senior to the DIP Claims; and

WHEREAS, pursuant to the Bidding Procedures Order and under the Bankruptcy Code, Buyer is entitled to exercise its credit bid right pursuant to

Section 363(k) of the Bankruptcy Code on account of its DIP Claims (the “Credit Bid”).

NOW, THEREFORE, in consideration of the premises and of the mutual promises, representations, warranties, covenants, conditions and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

“**Accounting Arbitrator**” shall have the meaning given that term in Section 7.02(e).

~~“**Additional Cure Amounts**” means any cure amounts attributable to any Litigation identified on Schedule 4.01(g), or any other cure amounts that, in each case pursuant to the Sale Order, are payable by Buyer and attributable to periods prior to the Closing Date, and any interest and penalties attributable to the failure to make timely payments of such amounts prior to the Closing.~~ “**Accounts Receivable**” shall mean any and all accounts receivable of Seller, including all trade accounts, notes and other receivables and indebtedness for borrowed money or overdue accounts receivable, in each case owing to Seller and all Claims relating thereto or arising therefrom.

“**Adjusted Purchase Price**” shall have the meaning given that term in Section 3.01.

“**Administrative Agent**” shall have the meaning given that term in the preamble.

“**AFEs**” shall have the meaning given that term in Section 4.01(o).

“**Affiliate**” shall mean any Person that, directly or indirectly, through one or more entities, controls, is controlled by or is under common control with the Person specified. For the purpose of the immediately preceding sentence, the term “control” and its syntactical variants mean the power, direct or indirect, to direct or cause the direction of the management of such Person, whether through the ownership of voting securities, by Contract, agency or otherwise. For the purposes of construing this Agreement, the Administrative Agent and Buyer shall be deemed not to be Affiliates of each other.

“**Agreement**” shall have the meaning given that term in the preamble.

“**Allocation**” shall have the meaning given that term in Section ~~3.03~~.3.02.

“Assets” shall have the meaning given that term in Section 2.02.

“Assignment” shall have the meaning given that term in Section 7.03(a).

“Assigned Contracts” shall have the meaning given that term in Section 2.02(f).

“Assumed Encumbrances” shall mean any of the following:

(a) any easements, rights-of-way, servitudes, Permits and other similar rights under applicable Law, in each case, that exist of record and burden the Assets, for the purposes of pipelines, transmission lines or other similar fixtures that do not, individually or in the aggregate, materially impair the use of the Assets to which they relate as currently used;

(b) all lessors’ royalties reserved in the Leases and all overriding royalties, net profits interests, carried interests, production payments and reversionary interests in each case as set forth in Exhibit A—Part 2, to the extent the same are valid, of record in the jurisdiction where real property or immovable property conveyance instruments are to be recorded and burden the Leases; and

(c) liens and encumbrances arising under any Contract or Lease assumed and assigned to Buyer under this Agreement.

“Assumed Obligations” shall have the meaning given that term in Section 10.01.

“Assumed Seller Taxes” shall mean unpaid Non-Income Taxes or Production Taxes attributable to Tax periods ending prior to the Closing Date that have given rise to a Lien reflected on Schedule 1.01 ~~EB~~.

“ATP Israel” shall mean ATP East Mediterranean B.V., a Dutch private company with limited liability.

“ATP Israel Subs” shall mean ATP East Mediterranean Number 1 B.V., a Dutch private company with limited liability, ATP East Mediterranean Number 2 B.V., a Dutch private company with limited liability, and ATP East Mediterranean Number 3 B.V., a Dutch private company with limited liability.

“ATP Netherlands” ~~means~~**shall mean** ATP Oil & Gas (Netherlands) B.V., a Dutch private company with limited liability.

“ATP UK” ~~means~~**shall mean** ATP Oil & Gas (UK) Company, a UK limited company.

“Auction” ~~has~~**shall have** the meaning ~~ascribed to such~~**given that** term in the Bidding Procedures Order.

“Bankruptcy Case” shall have the meaning given that term in the preamble.

“**Bankruptcy Code**” shall have the meaning given that term in the preamble.

“**Bankruptcy Court**” shall have the meaning given that term in the preamble.

“**Bankruptcy Sale Motion**” ~~shall have the meaning given that term in Section 4.01(v).~~ “**Bidding Procedures Order**” shall have the meaning given that term in Section 4.01(w).

“**Bidding Procedures Order**” shall have the meaning given that term in Section 4.01(x).

“**BOEM/BSEE**” shall mean United States Department of Interior Bureau of Ocean Energy Management and Bureau of Safety and Environmental Enforcement, and any successor Governmental Authority.

“**BOEM/BSEE Trusts**” shall mean those trusts established pursuant to the Decommissioning Trust Agreements, as amended, supplemented or restated from time to time, effective as of November 15, 2012, among ~~the~~ Seller, JPMorgan Chase Bank, N.A. and The United States of America, acting by and through the BOEM/BSEE, ~~approved~~entered by ~~Order of~~ the Bankruptcy Court ~~entered~~ on November ~~30, 2012~~29, 2012 and as amended on March 28, 2013.

“**BOEM/BSEE Trust Proceeds**” shall have the meaning given that term in Section 2.02(g).

“**BOEM Condition**” shall mean the condition set forth in Section 6.02(d).

“**Business Day**” shall mean any day other than a Saturday, a Sunday or a day on which banks in New York, New York or Houston, Texas are authorized or obligated by Law to close.

“**Buyer**” shall ~~have the meaning given that term in the preamble.~~mean the Person designated by the Administrative Agent pursuant to Section 5.12.

“**Buyer Material Adverse Effect**” shall mean any change, effect, state of facts, occurrence, event or circumstance that prevents or materially impedes the consummation by Buyer of the transactions contemplated by this Agreement.

“**Buyer Representatives**” shall mean Buyer and its members, partners, ~~or~~ shareholders, as the case may be, and its Affiliates, and its and their respective successors and assigns, and the officers, board of directors and/or managers, employees, agents and representatives of all of the foregoing Persons.

“**Claim**” shall mean a right to (i) a payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured or (ii) an equitable remedy for breach of performance if such breach gives rise to a right to

payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

“Clipper Escrow” shall mean that certain escrow agreement dated December 1, 2011 by and among, Seller, Stephens Production Company, L.L.C. and JPMorgan Chase Bank, NA, as escrow agent, established pursuant to that certain Settlement Agreement, Mutual Release and Indemnification agreement dated as of October 31, 2011 by and between Seller and Stephens Production Company, L.L.C.

“Closing” shall have the meaning given that term in Section 7.01.

“Closing Cash Payment” shall have the meaning given that term in Section 3.01.

“Closing Date” shall have the meaning given that term in Section 7.01.

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

~~“Confidentiality Agreement” shall mean that certain Confidentiality Agreement between Seller and Buyer, dated as of __, 201__.~~

“Contracts” shall mean all written or oral contracts, leases, subleases, licenses, indentures, agreements, instruments, commitments and other legally binding ~~instruments~~arrangements.

“Contract Cure Amount” shall mean, with respect to any Assigned Contract, the amounts required to be paid, if any, in connection with the assumption and assignment of such Assigned Contract pursuant to Section 365 of the Bankruptcy Code, ~~and any interest and penalties attributable to the failure to make timely payments of such amounts prior to the Closing.~~

“Credit Bid” shall have the meaning given that term in the preamble.

“Debt Facilities” shall mean the following, together with all amendments, forbearances and other modifications thereto:

(a) ~~(a)~~ the DIP Credit Agreement, together with all collateral and security documents executed in connection therewith; ~~and~~

(b) the Prepetition Hedge Obligations; and

(c) ~~(b) that certain Indenture dated as of April 23, 2010 among Seller, as issuer of those certain 11.875% Senior Second Lien Notes due 2015, and The Bank of New York Mellon Trust Company, N.A., as trustee and collateral agent, together with all collateral or security documents executed in connection therewith by Seller or its Affiliates.~~ the Senior Second Lien Notes.

“**Defensible Title**” shall mean such title of Seller that, subject to and except for the ~~Permitted~~**Assumed** Encumbrances:

(a) ~~(a)~~ with respect to any Well (but limited to any currently producing intervals):

(i) ~~(i)~~ entitles Seller to receive not less than the percentage set forth in Exhibit A—Part ~~2,1~~, as the net revenue interest for such Well of all Hydrocarbons produced and saved from such Well, without reduction of such interest throughout the duration of the life of such Well, except (A) as set forth in Exhibit A—Part ~~21~~ and (B) decreases in connection with those operations in which Seller may from and after the date of this Agreement be a non-consenting co-owner;

(ii) ~~(ii)~~ obligates Seller to bear not greater than the working interest for such Well (shown in Exhibit A—Part ~~21~~), without increase throughout the duration of the life of such Well, except (A) as set forth in Exhibit A—Part ~~2,1~~, (B) increases resulting from contribution requirements with respect to defaulting or non-consenting co-owners under applicable operating agreements, and (C) increases to the extent that they are accompanied by a proportionate increase in Seller’s corresponding net revenue interest (set forth in Exhibit A—Part ~~21~~); and

(b) ~~(b)~~ **with respect to any Property**, is free and clear of all Liens (other than ~~Permitted~~**Assumed** Encumbrances).

“**Delinquent ORRIs/NPIs**” shall have the meaning given that term in Section ~~7.02~~**4.01**(~~b~~**j**).

~~“Deposit” shall have the meaning given that term in Section 3.02(a).~~**DIP Claims” shall mean (i) the aggregate principal amount of obligations outstanding under the DIP Credit Agreement, together with accrued interest and any other Claim with respect to the DIP Credit Agreement and (ii) the aggregate principal amount of obligations outstanding under the Prepetition Hedge Obligations that rank pari passu with the DIP Credit Agreement.**

~~“Deposit Escrow Agreement” shall mean the escrow agreement entered into contemporaneously with this Agreement among Buyer, Seller and Escrow Agent related to the Deposit.~~

“**DIP Credit Agreement**” shall mean that certain Senior Secured Superpriority Priming Debtor-in-Possession Credit Agreement dated as of August 29, 2012, by and among Seller, as borrower, the lenders from time to time party thereto, and ~~Credit Suisse AG, as administrative agent~~**the Administrative Agent**, together with all collateral or security documents executed in connection therewith by Seller or its Affiliates, as amended, supplemented and modified from time to time.

“DIP Order” shall mean the Final Order of the Bankruptcy Court approving the DIP Credit Agreement entered by the Bankruptcy Court on September 20, 2012, as amended.

“Disgorged Payment” shall have the meaning given that term in Section 8.02(b).

“Dispute Notice” shall have the meaning given that term in Section 7.02(d).

“DOJ” shall mean the Department of Justice.

“Environmental Laws” shall mean applicable federal and state statutes and regulations and applicable local statutes, regulations and/or ordinances relating to the protection of human health and the environment, including ~~without limitation~~ the Clean Air Act, the Clean Water Act, the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Occupational Safety and Health Act of 1970, the Resource Conservation and Recovery Act of 1976, the Safe Drinking Water Act, the Toxic Substances Control Act and the Oil Pollution Act of 1990. The term “Environmental Laws” shall also include all amendments to any of the foregoing that are adopted prior to the date of this Agreement, but shall not include any Law not in effect as of the date of this Agreement.

~~“Escrow Agent” shall mean [].~~

“Excluded Assets” shall have the meaning given that term in Section 2.03.

“Excluded Contracts” shall have the meaning given that term in Section 2.03(c).

“Excluded Properties” shall mean Seller’s interests in any oil and gas leases (other than the Leases), any interests in any units or pooled or communitized properties arising on account of such leases having been unitized or pooled into such units or with such lands (other than the Unit Interests) and any oil and gas wells attributable to such leases or such other interests (other than the Wells).

“Facilities” shall have the meaning given that term in Section 2.02(c).

“Files” shall have the meaning given that term in Section 2.02(gh).

“Final Adjustments” shall have the meaning given that term in Section 7.02(d).

“Final Order” shall mean an order of the Bankruptcy Court as to which the time to appeal has expired and as to which no appeal, petition for certiorari, or other proceedings for reconsideration shall then be pending.

“Final Purchase Price” shall mean the Adjusted Purchase Price as further adjusted in accordance with Section 7.02(f) and clause (y) of Section 3.01.

“**Final Settlement Statement**” shall have the meaning given that term in Section 7.02(d).

“**FTC**” shall mean the Federal Trade Commission.

“**GAAP**” shall mean generally accepted accounting principles in the United States of America as in effect from time to time.

“**Gomez**” shall mean the Excluded Properties consisting of and related to the oil and gas leases covering Mississippi Canyon 711, Mississippi Canyon 754 and Mississippi Canyon 755.

“**Governmental Authority**” shall mean any federal, state, county or municipal government or any court of competent jurisdiction, regulatory or administrative agency, quasi-governmental body, board, bureau, department, commission or other governmental authority ~~that exercises jurisdiction over any of the Assets.~~

“**HSR Act**” shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended from time to time, and the rules and regulations thereunder.

“**HSR Condition**” shall mean the condition set forth in Section 6.03(c).

“**Hydrocarbons**” shall mean oil, gas, casinghead gas, condensate, sulfur, and other liquid or gaseous hydrocarbons, or any of them or any combination thereof, and all products and substances extracted, separated, processed and produced therefrom.

“**Imbalance**” shall mean any (i) imbalance at the wellhead between the amount of Hydrocarbons produced from a Well and taken by Seller and allocated to the Assets and the amount of Hydrocarbons produced from a Well and allocable to Seller’s interest therein and (ii) imbalance between the amount of Hydrocarbons delivered by Seller to any pipeline and allocated to the Assets and the amount of Hydrocarbons scheduled to be delivered by Seller with respect to the Assets.

“**Income Taxes**” shall mean Taxes other than Non-Income Taxes, Production Taxes and Transfer Taxes.

~~“**Indemnified Party**” shall have the meaning given that term in Section 10.02(b).~~ “**Indirect Subsidiaries**” shall mean ATP Israel, the ATP Israel Subs and Titan Sub.

~~“**Innovator HoldCo**” shall mean ATP Holdco, LLC, a Delaware limited liability company.~~

“**Intellectual Property**” shall mean: (a) all patents, patent applications and invention disclosures worldwide, together with all reissues, continuations, continuations-in-part, divisionals, supplementary protection certificates, extensions and re-examinations thereof; (b) all registered and unregistered trademarks, service marks, trade names, logos, trade dress and slogans, worldwide, and registrations and applications

for registration thereof and any and all goodwill associated therewith; (c) all copyrights in copyrightable works, and all other rights of authorship recognized by statute or otherwise, and all applications, registrations and renewals in connection therewith; (d) all mask works and semiconductor chip rights, and all applications, registrations and renewals in connection therewith; (e) all trade secrets and confidential information, including ideas, research and development, know-how, and marketing plans and proposals, confidential inventions, technical information, processes, drawings, technology, research studies, computer programs, marketing studies, and customer lists; (f) domain names and uniform resource locators, and all contractual rights to the foregoing; (g) all seismic and geotechnical data and rights, to the extent the same is assignable without payments of fees or penalties or other liability; and (h) all other intellectual property rights relating to any or all of the foregoing.

~~“IRS” shall mean the Internal Revenue Service.~~

“Interim Period” shall mean that period commencing on the date of the execution of this Agreement and terminating upon the earlier of the Closing or the termination of this Agreement.

“IRS” shall mean the Internal Revenue Service.

“Joinder Date” shall have the meaning given that term in Section 5.12.

“Knowledge” shall mean, with respect to Seller, the actual knowledge (~~without investigation~~after reasonable inquiry) of the Persons listed on Schedule 1.01A hereto and, with respect to Buyer, the actual knowledge (~~without investigation~~) ~~of the Persons listed on Schedule 1.01B hereto~~after reasonable inquiry of the executive officers of Buyer.

“KPMG” shall have the meaning given that term in Section 7.02(e).

“Law” shall mean any applicable principle of common law, statute, law, rule, regulation, ordinance, order, code, notice to lessee, ruling, writ, injunction, decree or other official act of or by any Governmental Authority.

“Leases” shall mean Seller’s interests in the oil and gas leases set forth on Exhibit A—Part 1 (including, for the avoidance of doubt, all of Seller’s Record Title Interest, Operating Rights, Working Interests and Net Revenue Interests together with any additional interests of Seller in such leases acquired after the date hereof, including as a result of the ORRI/NPI Claims).

“Lenders” shall have the meaning given that term in ~~Section 2.02(a)~~the DIP Credit Agreement.

“Liabilities” shall mean, ~~except as provided in Section 10.06,~~ any and all claims, causes of action, payments, charges, judgments, assessments, liabilities, losses, damages, penalties, fines, costs and expenses, debts and obligations (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or

unliquidated, or due or to become due), including any attorneys' fees, legal or other expenses incurred in connection therewith and including liabilities, costs, losses and damages for personal injury or death or property damage.

“**Liens**” shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, lien (statutory or otherwise), security interest or other charge or encumbrance, any financing lease having substantially the same economic effect as any of the foregoing, any assignment of the right to receive income, any other type of preferential arrangement, or any right-of-way, easement, encroachment or encumbrance of any kind.

“**Material Adverse Effect**” shall mean (i) any change, effect, state of facts, occurrence, event or circumstance that results or is reasonably likely to result, individually or in the aggregate, in a material adverse effect on the value, use, ownership or operation of the Assets, taken as a whole ~~and as currently operated as of the date of this Agreement~~, or (ii) any change, effect, state of facts, occurrence, event or circumstance that prevents or materially impedes the consummation by Seller of the transactions contemplated by this Agreement; provided, however, that no change, effect, state of facts, occurrence, event or circumstance, individually or in the aggregate, that arises or results from the following shall be deemed to constitute or be considered in determining whether a Material Adverse Effect has occurred pursuant to clause (i) above: (a) changes in general economic, capital market, ~~regulatory~~ or political conditions ~~or changes in applicable Law or the interpretation thereof~~ that, in any case, do not materially disproportionately affect the Assets in the Gulf of Mexico ~~or the North Sea, as applicable~~, as compared to similarly situated properties in the Gulf of Mexico ~~or the North Sea, as applicable~~; (b) changes that affect generally the oil and gas industry in the Gulf of Mexico ~~or the North Sea, as applicable~~, that, in any case, do not materially disproportionately affect the Assets as compared to similarly situated properties in the Gulf of Mexico ~~or the North Sea, as applicable~~; (c) the declaration by the United States of a national emergency or acts of war or terrorism or acts of God that, in any case, do not materially disproportionately affect the Assets; (d) the entry into or announcement of the transactions contemplated by this Agreement, ~~or the consummation of the transactions contemplated hereby~~; (e) changes in ~~Law or~~ GAAP; (f) any changes in commodity prices, including any Hydrocarbons or other commodities relating to the ~~business of Seller or the~~ Assets; or (g) ~~any action or omission of Buyer~~; (h) ~~changes relating to or arising from (x) the filing, pendency or conduct of the Bankruptcy Case, or (y) any orders of the Bankruptcy Court or (z) the fact that Seller is operating as a debtor-in-possession under the Bankruptcy Code, or (i) any action or omission of Seller taken in accordance with the terms of this Agreement without the violation thereof or with the prior written consent of Buyer.~~

“**Material Contract**” shall mean the following (excluding any Contract executed as part of the Debt Facilities):

(a) ~~(a)~~ any Assigned Contract that (i) can reasonably be expected to result in aggregate payments by Seller or any Purchased Entity with respect

to the Assets of more than \$300,000 during the current fiscal year and (ii) cannot be terminated without penalty on 60 days or less notice;

(b) ~~(b)~~ any Assigned Contract that can reasonably be expected to result in aggregate revenues to Seller or any Purchased Entity with respect to the Assets of more than \$300,000 during the current fiscal year;

(c) ~~(c)~~ any Assigned Contract containing any provision that materially limits the ability of Seller, any Purchased Entity or any of their respective Affiliates to engage in any business activity or compete with any Person;

(d) ~~(d)~~ any purchase and sale, transportation, processing, refining or similar Assigned Contract (in each case) relating to the Assets to which Seller or any Purchased Entity is a party that is not terminable without penalty on 60 days or less notice;

(e) ~~(e)~~ any indenture, mortgage, loan, note, credit, sale-leaseback or similar Assigned Contract (in each case) to which any of the Assets are subject and all related security agreements or similar agreements associated therewith; and

(f) ~~(f)~~ any Assigned Contract between Seller or an Affiliate of Seller, on the one hand, and Seller or any Purchased Entity, on the other hand, that will not be terminated on or prior to Closing and that binds the Assets.

“Net Revenue Interest” shall mean the share of Hydrocarbons after all lessor’s royalties and the burdens identified as “Permitted Encumbrances” have been deducted from the Working Interest.

“Non-Income Taxes” shall mean ad valorem, property, excise and similar Taxes, and shall exclude Production Taxes, Transfer Taxes and Taxes based upon, measured by, or calculated with respect to (i) net income, profits or similar measures or (ii) multiple bases (including corporate franchise, business and occupation, business license or similar Taxes) if one or more of the bases on which such Tax is based, measured or calculated is described in clause (i), in each case together with any interest, penalties, or additions to such Tax.

“Operating Rights” shall mean a Working Interest in a federal lease that (a) has a beginning and ending depth and (b) does not include the contractual right to unitize, relinquish or terminate the federal lease.

“Organizational Documents” shall mean the articles of incorporation, certificate of incorporation, certificate of formation, bylaws, operating agreement, certificate of limited partnership, partnership agreement and all other similar documents, instruments or certificates executed, adopted or filed in connection with the creation, formation or organization of a Person, including any amendments, supplements or modifications thereto.

“ORRI/NPI Claims” shall ~~have the meaning given that term in Section 2.03.~~ mean all claims, counterclaims and rights to setoff, whether asserted or unasserted, contingent or fixed, known or unknown, relating to or challenging the validity of overriding royalty interests, net profits interests or similar burdens on the Assets, including those set forth on Exhibit A—Part 2.

“Other Parties” shall have the meaning given that term in Section 4.01(n).

“Outside Date” shall mean ~~[], 2013.~~ the date that is 75 days after the date of this Agreement; provided, however, that in the event that the HSR Condition or the BOEM Condition shall not have been satisfied or waived by Buyer by the date that is 75 days after the date of this Agreement but all of the other conditions set forth in Sections 6.01, 6.02 and 6.03 shall have been satisfied or waived (or were capable of being satisfied if the Closing were to occur on such date), the Outside Date shall be the date that is 135 days after the date of this Agreement.

“Parties” shall have the meaning given that term in the preamble.

“Permit” ~~means~~ shall mean any permit, license, franchise, certificate, approval or authorization from any Governmental Authority.

“Permitted Encumbrances” shall mean any of the following:

(a) ~~(a)~~ the terms, conditions, restrictions, exceptions, reservations, limitations and other matters ~~contained~~ expressly set forth in any Assigned Contract or any recorded agreements, instruments and documents that create or reserve to Seller its interests in any of the Assets, including the Leases and assignments thereof, to the extent that such agreements, instruments and documents do not operate to reduce any net revenue interest of Seller (as set forth in Exhibit A—Part 21), increase any working interest of Seller (as set forth in Exhibit A—Part 21) without a proportionate increase in the corresponding net revenue interest of Seller or otherwise, individually or in the aggregate, materially impair the use of the Assets to which they relate as currently used;

(b) ~~(b)~~ any (i) undetermined or inchoate ~~liens or charges~~ Liens constituting or securing the payment of expenses that were incurred incidental to maintenance, development, production or operation of the Assets or for the purpose of developing, producing or processing Hydrocarbons therefrom or therein, and (ii) materialman’s, mechanic’s, repairman’s, vendor’s, construction, employee’s, contractor’s, operator’s or other similar ~~liens or charges~~ Liens for the payment of expenses, in the case of each of (i) or (ii), arising in the ordinary course of business that are not yet delinquent;

(c) ~~(c)~~ any Liens for Taxes or assessments not yet delinquent or that are set forth on Schedule 1.01 ~~EB~~;

(d) ~~(d)~~ any Liens in the ordinary course of business, ~~(i)~~ created by Law; ~~or (ii)~~ reserved in oil and gas leases for royalties, bonuses or rentals or created to secure compliance with the terms of the agreements, instruments and documents that create or reserve to Seller its interests in the Assets or govern the operation thereof **and that are disclosed on Schedule 1.01C**, that, in each case, ~~(ix)~~ do not, individually or in the aggregate, materially impair the use of the Assets to which they relate as currently used, and ~~(iiy)~~ if they constitute security for any obligations, such obligations are not yet delinquent or Seller is not in default thereof;

(e) ~~(e)~~ any obligations or duties affecting the Assets to any Governmental Authority with respect to any Permit and all applicable Laws;

(f) ~~(f)~~ any obligations or duties ~~affecting~~ **solely to the extent related to** the Assets **and** arising under the BOEM/BSEE Trusts or the underlying trust agreements **as in effect on the date hereof or as amended, supplemented or modified with the prior written consent of Buyer;**

(g) ~~(g)~~ any easements, rights-of-way, servitudes, Permits and other similar rights **under applicable Law** for the purposes of pipelines, transmission lines, ~~Facilities~~ or other similar fixtures ~~or personalty~~ that do not, individually or in the aggregate, materially impair the use of the Assets to which they relate as currently used;

(h) ~~(g)~~ all lessors' royalties, overriding royalties, net profits interests, carried interests, production payments, **and** reversionary interests ~~and other burdens on, or deductions from, the proceeds of production that do not operate to reduce any net revenue interest of Seller (as set forth in Exhibit A—Part 2) or increase any working interest of Seller (as set forth in Exhibit A—Part 2) without a proportionate increase in the corresponding net revenue interest of Seller, and any other matters set forth on Exhibit A—Part 2 to the extent the same are valid, of record in the jurisdiction where real property or immoveable property conveyance instruments are to be recorded and burden the Leases;~~

(i) ~~(h)~~ preferential rights to purchase; and Third Party consents to assignments or similar agreements set forth on Schedule 4.01(p);

(j) ~~(i)~~ conventional rights of reassignment;

(k) ~~(j)~~ ~~such Title Defects as Buyer may have waived in writing after the date hereof;~~

(l) ~~(k)~~ Liens arising in the ordinary course of business and other restrictions under all Assigned Contracts, including: all production sales Contracts; division orders; Contracts for sale, purchase, exchange, refining or processing of Hydrocarbons; unitization and pooling designations, declarations,

orders and agreements; operating agreements; farmout agreements; agreements of development; area of mutual interest agreements; gas balancing or deferred production agreements; processing agreements; plant agreements; pipeline, gathering and transportation agreements; injection, repressuring and recycling agreements; carbon dioxide purchase or sale agreements; salt water or other disposal agreements; seismic or geophysical permits or agreements; and any and all other agreements that, in each case, (i) do not operate to reduce any net revenue interest of Seller (as set forth in Exhibit A—Part 21), increase any working interest of Seller (as set forth in Exhibit A—Part 21) without a proportionate increase in the corresponding net revenue interest of Seller, (ii) do not, individually or in the aggregate, materially impair the use of the Assets to which they relate as currently used, and (iii) if they constitute security for any obligations, such obligations are not yet delinquent; and

(m) ⊕ any Liens that will be released on or before the Closing.

“**Person**” shall mean an individual, corporation, partnership, association, trust, limited liability company or any other entity or organization, including government or political subdivisions or an agency, unit or instrumentality thereof.

“**Prepetition Hedge Obligations**” shall mean those hedging obligations under that certain ISDA Master Agreement, dated March 29, 2011, between Macquarie Bank Limited and Seller, plus interest thereon and unpaid fees, costs and expenses in respect thereof, which Prepetition Hedge Obligations are secured on a pro rata basis by the liens and other security securing the amount outstanding under the Amended and Restated Credit Agreement, dated as of June 18, 2010 and amended and restated as of March 9, 2012 (as amended, supplemented or otherwise modified from time to time).

“**Production Taxes**” shall mean severance, production and similar Taxes based upon or measured by the production of Hydrocarbons.

“**Properties**” shall have the meaning given that term in Section 2.02(b).

“**Property Taxes**” shall have the meaning given that term in Section 12.01(a).

“**Purchase Price**” shall have the meaning given that term in Section 3.01.

~~“**Purchase Price Increases**” shall have the meaning given that term in Section 7.02(a).~~

“**Purchase Price Reductions**” shall have the meaning given that term in Section 7.02(b).

“**Purchased Entities**” shall mean ATP Netherlands, Titan and the Indirect Subsidiaries.

“**Purchased Equity**” shall mean any shares of capital stock or other equity interests of ~~any Subsidiary of Seller or of any other Person owned by Seller, including all of the issued and outstanding capital stock of~~ each of ATP Netherlands, ~~ATP UK, Innovator HoldCo~~ and Titan.

“Record Title Interest” shall mean an ownership interest in a federal lease that (a) applies as to all depths, (b) includes the right to unitize, relinquish and terminate the federal lease and (c) is a Working Interest except as to any depths covered by Operating Rights.

“Rejected Assets” shall have the meaning given that term in Section 2.02.

“Required Lenders” shall have the meaning given that term in the DIP Credit Agreement.

“**Sale Order**” shall mean an order of the Bankruptcy Court granting the Bankruptcy Sale Motion, approving and authorizing Seller to consummate the transactions contemplated hereby, and authorizing the assumption and assignment of the Assigned Contracts. ~~Without limiting the generality of the foregoing, such, in the form annexed hereto as Exhibit B. Such~~ order shall provide, among other things, that (i) the Assets sold to Buyer pursuant to this Agreement shall be transferred to Buyer free and clear of any Claims and Liens (other than ~~Liens created by Buyer and Permitted Encumbrances~~), (ii) ~~contemporaneously with Closing, all such Liens shall attach to the proceeds received by Seller from the sale of the purchased Assets with the same validity, force and effect, and in the same order of priority, which such Liens now have against the Assets or their proceeds, subject to any rights, claims and defenses Seller or its estate, as applicable, may possess with respect thereto and~~ (iii) ~~the Buyer has acted in the Assumed Encumbrances~~, (ii) Buyer is a “good faith within the meaning of” purchaser entitled to the protections afforded by Section 363(m) of the Bankruptcy Code and under other applicable Bankruptcy and non-Bankruptcy Law and (iii) the portion of the DIP Claims in excess of the amount expressly stated to be bid as part of the Credit Bid shall remain (a) outstanding against Seller and any of its assets not purchased and (b) protected by and entitled to the benefit of the terms and provisions of the DIP Order and DIP Credit Agreement.

“**Seller**” shall have the meaning given that term in the preamble.

“Seller Employees” shall have the meaning given that term in Section 5.11.

“**Seller Representatives**” shall mean Seller and its members, partners, ~~or~~ shareholders, as the case may be, and its Affiliates, and its and their respective successors and assigns, and the officers, board of directors and/or managers, employees, agents, ~~and~~ representatives of all of the foregoing Persons.

“Senior Second Lien Notes” shall mean those certain 11.875% Senior Second Lien Notes due 2015 governed by that certain Indenture dated as of April 23, 2010 among Seller, as issuer, and The Bank of New York Mellon Trust Company, N.A.,

as trustee and collateral agent, together with all collateral or security documents executed in connection therewith by Seller or its Affiliates.

“**Straddle Period**” shall mean any Tax period ~~beginning before and ending after~~that includes, but does not end on, the Closing Date.

“**Subsidiary**” of any Person ~~means~~shall mean another Person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person or by another Subsidiary of such first Person.

“**Tax Proceeding**” shall have the meaning set forth in Section 12.01(b).

“**Tax Returns**” shall mean any report, return, information statement, schedule, attachment, payee statement or other information required to be provided to any Taxing Authority with respect to Taxes or any amendment thereof, including any return of an affiliated, combined or unitary group, and any and all work papers relating to any Tax Return.

“**Taxes**” shall mean (a) any taxes, assessments and other governmental charges imposed by any Taxing Authority, including net income, gross income, profits, gross receipts, license, employment, stamp, occupation, premium, alternative or add-on minimum, ad valorem, real property, personal property, transfer, real property transfer, value added, sales, use, environmental (including taxes under ~~Code~~Section 59A of the Code), customs, duties, capital stock, franchise, excise, withholding, social security (or similar), unemployment, disability, payroll, fuel, excess profits, windfall profit, severance, estimated or other tax, including any interest, penalty or addition thereto, whether disputed or not, and any expenses incurred in connection with the determination, settlement or litigation of the Tax liability, (b) any obligations under any agreements or arrangements with respect to Taxes described in clause (a) above, and (c) any transferee liability in respect of Taxes described in clauses (a) and (b) above or payable by reason of assumption, transferee liability, operation of Law, Treasury Regulation Section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under Law) or otherwise.

“**Taxing Authority**” shall mean, with respect to any Tax, a Governmental Authority that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity, including~~, without limitation,~~ any Governmental Authority that imposes, or is charged with collecting, Social Security or similar charges or premiums.

“**Third Party**” shall mean any Person other than a Party to this Agreement or an Affiliate of a Party to this Agreement.

~~“**Third Party Claim**” shall have the meaning given that term in Section 10.02(b).~~

“Titan” shall mean ATP Titan Holdco, LLC, a Delaware limited liability company.

“Titan Sub” shall mean ATP Titan, LLC, a Delaware limited liability company.

“Title Defect” shall mean any failure of Seller to have Defensible Title to any Property. Notwithstanding the foregoing, none of the following shall constitute a Title Defect: (a) the loss of or reduction of interest in any Well or other Property following the date hereof due to: (i) any election or decision made by Seller in accordance with applicable joint operating agreements in the ordinary course of business and not made in violation of this Agreement or (ii) the expiration of the term of any Lease; (b) defects based solely on (i) lack of information in Seller’s or its Affiliates’ files but that is otherwise available to Buyer with commercially reasonable efforts, or (ii) references to a document(s) if such document(s) is not in Seller’s or its Affiliates’ files but is otherwise available to Buyer with commercially reasonable efforts by Buyer or Seller; (c) defects arising out of a lack of record evidence of corporate or other entity authorization unless it is reasonably likely that the action was not authorized; (d) defects that have been cured by applicable Laws of limitations or prescription; and/or (e) defects based on failure to record Leases issued by any Governmental Authority, or any assignments of record title or operating rights in such Leases, in the real property, conveyance or other records of the county or parish in which such Property is located so long as such Leases and/or assignments are filed in the records of the Governmental Authority that is the lessor thereunder.

“Transfer Taxes” shall have the meaning given that term in Section 12.01(c).

“Unit Interests” shall have the meaning given that term in Section 2.02(a).

“Wells” shall have the meaning given that term in Section 2.02(b).

“Working Interest” shall mean the ownership interest in a Lease that is burdened with the obligation to bear and pay its proportionate share of costs and expenses of operations on or in respect of such Lease.

Section 1.02 Interpretation. As used in this Agreement, unless the context otherwise requires, the term “includes” and its syntactical variants means “includes but is not limited to.” The headings and captions contained in this Agreement have been inserted for convenience only and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions hereof. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not be construed more severely against one of the Parties than against the other. All references herein to “Sections” ~~and~~, “Articles”, “Exhibits” and “Schedules” in this Agreement shall refer to the corresponding section ~~and~~, article, exhibit or schedule of this Agreement unless specific reference is made to such sections, articles, exhibits or schedule of another document or instrument. The term “or” is not exclusive. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject extends, and such phrase shall not

mean simply “if”. The words “hereof,” “herein” and “hereunder” and words of similar import when used in any agreement or instrument shall refer to such agreement or instrument as a whole and not to any particular provision of such agreement or instrument. “\$” means United States dollars.

~~ARTICLE II~~ **ARTICLE II** **ASSETS**

Section 2.01 Agreement to Sell and Purchase. Pursuant to Section 363 and 365 of the Bankruptcy Code, for the consideration hereinafter set forth and subject to the terms and conditions of this Agreement, Buyer, directly and as assignee of the Administrative Agent, agrees to purchase from Seller and Seller agrees to sell, transfer and assign to Buyer, all of Seller’s ~~operating and record~~ right, title and interests in, to and under the Assets as of the Closing free and clear of all Claims and Liens other than Assumed Encumbrances (to the extent not otherwise discharged pursuant to the Sale Order).

Section 2.02 Assets. Subject to Section 2.03, the term “**Assets**” shall mean all of Seller’s ~~operating and record~~ right, title and interests in, to and under ~~all of its~~ the properties and assets, ~~including those~~ described in subsections (a) through (n) below, ~~less and except~~ (but, for the avoidance of doubt, excluding the Excluded Assets):

(a) (i) the ~~oil and gas leases set forth on Exhibit A—Part 1 (Seller’s interests in such leases, including, subject to and limited by all overriding royalty interests, net profits interests or similar burdens (and subject to Section 8.02), collectively, the “Leases”);~~ Leases and (ii) the interests in any units or pooled or communitized properties arising on account of the Leases having been unitized or pooled into such units or with such lands (Seller’s interests therein, the “**Unit Interests**”);

(b) all oil and gas wells attributable to the Leases or Unit Interests as set forth on Exhibit A—Part 21 (the “**Wells**”; the Leases, the Unit Interests and the Wells being collectively referred to hereinafter as the “**Properties**”);

(c) all production facilities, structures, tubular goods, well equipment, lease equipment, production equipment, pipelines, machinery and all other personal property, fixtures and facilities to the extent appurtenant to or related to the Properties (collectively, the “**Facilities**”);

(d) all Permits, servitudes, rights-of-use, easements and rights-of-way and other similar rights under applicable Law (to the extent transferable) relating to the Properties or the Facilities, including those described in Exhibit A—Part 3;

(e) ~~the~~ (i) all Hydrocarbons and Accounts Receivable produced from or attributable to the Properties ~~from and~~ during or attributable to any periods of time prior to, on or after the Closing Date ~~and, and all proceeds attributable~~

thereto, and (ii) all Hydrocarbons and Accounts Receivable produced from or attributable to ~~the any Excluded~~ Properties ~~that are (A) stored in tanks and vessels to the bottom of the flange as of the Closing Date or (B) produced into any pipeline or gathering line but not sold as of (other than Gomez) during or attributable to any periods of time prior to or on~~ the Closing Date, and all proceeds attributable thereto;

(f) all Contracts relating to the Properties or the Facilities, including those listed in ~~Exhibit A—Part 4.4(a)~~, as such Exhibit may be amended in accordance with this Agreement (collectively, the “Assigned Contracts”), but excluding the Excluded Contracts;

(g) all residual proceeds distributed from the BOEM/BSEE Trusts (the “BOEM/BSEE Trust Proceeds”);

(h) ~~(g) all of those~~ records, files, maps, data, schedules, reports and logs ~~to the extent primarily~~ relating to the Properties ~~(collectively referred to as, the Facilities or any other Assets, including (i) all accounting, land and engineering (including geological and geophysical data contained therein) files, (ii) all title reports and similar documents and materials relating to the Leases, (iii) all Well records, Well logs, division order records, title records (including abstracts of title, title opinions and memoranda, and title curative documents related to the Leases) and historic production data relating to the Wells, (iv) corporate, financial, Tax and legal records and (v) all correspondence that relates to the foregoing (collectively, the “Files”), in each case, subject to Seller’s right to retain copies to the extent permitted by Section 8.03;~~

~~(h) all claims, asserted or unasserted, contingent or fixed, known or unknown, against Third Parties: (i) subject to Section 2.03(j) and Section 8.02, relating to the title of the Properties, whether accruing before, on or after the Closing Date, (ii) under insurance policies maintained by or on behalf of Seller attributable to events or omissions occurring or conditions existing with respect to the ownership or operations of the Properties on or after the Closing Date or, to the extent such claims are not assignable, any proceeds attributable to such claims, or (iii) otherwise relating to the Properties;~~

(i) all proceeds from the settlements of ~~contract~~ Contract disputes, including settlement of take-or-pay disputes, with purchasers of Hydrocarbons from or attributable to ~~the Properties, including settlement of take-or-pay disputes, insofar as said proceeds accrued on or after the Closing Date; (i) the Properties, regardless of when such proceeds accrued, and (ii) the Excluded Properties (other than Gomez), insofar as such proceeds accrued prior to or on the Closing Date;~~

(j) any trade credits, accounts receivable, proceeds or revenues all credits, prepayments, payments, advances, refunds and similar amounts

(except with respect to Taxes) to the extent attributable related to the Assets and accruing on or after the Closing Date;

(k) ~~all credits, prepayments, payments, advances, refunds~~ all credits, prepayments, payments, advances and similar amounts attributable to Non-Income Taxes and Production Taxes to the extent related to the Assets paid by or on behalf of Seller and attributable to Tax periods (or portions thereof) beginning on or after the Closing Date and all Tax refunds or rights to receive Tax refunds, whether attributable to Tax periods beginning before, on or after the Closing Date;

(l) all Intellectual Property (other than Intellectual Property that relates exclusively to any Excluded Asset), including the Intellectual Property set forth on Exhibit A—Part 5;

(m) all of the Purchased Equity; ~~and~~

(n) all intercompany notes and receivables and interests therein held by Seller, including notes issued by ATP UK and ATP Israel;

(o) all Claims, ORRI/NPI Claims, counterclaims and rights to setoff, whether asserted or unasserted, contingent or fixed, known or unknown, including those listed on Schedule 2.02(o) but excluding those attributable to Gomez or contemplated by Section 2.03(g);

(p) ~~(n)~~ any rights to receive settlements of any Imbalances as of the Closing Date or any right to increase future production related thereto; and

(q) the right to any funds distributed from the Clipper Escrow.

Notwithstanding anything herein or in Exhibit A—Part 1 through Part 5 to the contrary, Buyer (or, prior to the Joinder Date, the Administrative Agent acting at the direction of the Required Lenders) shall have the right to reject any of the Assets (other than the Properties and the Facilities that are not, and do not relate to, primary term non-drilled leases) by providing written notice to Seller of its election to reject any such assets (the “Rejected Assets”) at least two (2) Business Days prior to the Closing, in which event such Rejected Assets shall be deemed Excluded Assets for purposes of this Agreement. The Parties shall negotiate, in good faith, to agree to an appropriate reduction to the Credit Bid portion of the Purchase Price for each Rejected Asset (it being agreed and acknowledged that such assets may be deemed to be Rejected Assets at Buyer’s election even in the absence of agreement upon an appropriate reduction to the Credit Bid portion of the Purchase Price).

Section 2.03 Excluded Assets. The Assets shall not include, and there is excepted, reserved and excluded from the purchase and sale contemplated hereby, the

Excluded Assets. The “**Excluded Assets**” shall mean[†] all of Seller’s right, title and interests in, to and under all of its properties and assets, including those described in subsections (a) through (l) below, other than and excluding the Assets:

- (a) all cash or cash equivalents (other than the BOEM/BSEE Trust Proceeds);
- (b) ~~(a)~~ all corporate, financial, Tax and legal records of Seller records, files, maps, data, schedules, reports and logs, in each case to the extent they relate exclusively to the other Excluded Assets;
- ~~(b) any cash or cash equivalents and any trade credits, accounts receivable, proceeds or revenues to the extent accruing prior to the Closing Date;~~
- (c) ~~any Contract~~ all Contracts that ~~is~~ are not ~~an Assigned Contract~~ Assigned Contracts, including those set forth on Exhibit A—Part 4(b) (collectively, the “Excluded Contracts”);
- (d) (i) all Hydrocarbons and Accounts Receivable produced from or attributable to Gomez during or attributable to any periods of time prior to, on or after the Closing Date, ~~other than~~ and all proceeds attributable thereto and (ii) all Hydrocarbons and Accounts Receivable produced from or attributable to the any other Excluded Properties that are (A) stored in tanks and vessels to the bottom of the flange as of the Closing Date or (B) produced into any pipeline or gathering line but not sold as of during or attributable to any periods of time after the Closing Date, and all proceeds attributable thereto;
- ~~(e) all claims, rights, interests, credits, prepayments, payments, advances, refunds and similar amounts attributable to Non Income Taxes and Production Taxes to the extent paid by or on behalf of Seller (including pursuant to Article XII or by a downward adjustment of the Purchase Price pursuant to Section 7.02) and attributable to Tax periods (or portions thereof) beginning prior to the Closing Date;~~
- (e) ~~(f)~~ all proceeds from the settlements of contract disputes with purchasers of Hydrocarbons, including settlement of take-or-pay disputes, insofar as said proceeds accrued prior to the Closing Date; with purchasers of Hydrocarbons from or attributable to (i) Gomez, regardless of when such proceeds accrued and (ii) the Excluded Properties, insofar as such proceeds accrued after the Closing Date;
- (f) ~~(g)~~ all guarantees, letters of credit, comfort letters, surety bonds, support agreements and other credit support and any cash or cash equivalents or other security or collateral provided therefor by Seller or Seller’s Affiliates in support of the obligations of Seller with respect to the Assets;

[†]NTD: ~~the list of “Excluded Assets” should not be considered definitive. If a potential buyer is interested in purchasing any of the “Excluded Assets” it should so indicate in its bid.~~

(g) all preference or avoidance action proceeds pursuant to Section 550 of the Bankruptcy Code (other than those avoidance action proceeds derived from Section 549 of the Bankruptcy Code) and all claims and causes of action set forth on Schedule 2.03(g);

~~(h) any and all interests in and to the BOEM/BSEE Trusts, any assets contained therein and any assets released therefrom whether or not directly related to the Assets;~~
all of Seller's director and officer insurance policies, fiduciary policies or employment practices policies (in each case of the foregoing, including any tail policies or coverage thereon), and any of Seller's rights, claims, demands, proceedings, causes of action or rights of set off thereunder;

~~(i) all claims, asserted or unasserted, contingent or fixed, known or unknown, against Third Parties: (i) under insurance policies maintained by or on behalf of Seller attributable to events or omissions occurring or conditions existing with respect to the ownership or operations of the Assets prior to the Closing Date or any proceeds attributable to such claims or (ii) otherwise relating to the Assets (other than relating to title to the Assets) to the extent accruing prior to the Closing Date;~~

~~(j) all claims, asserted or unasserted, contingent or fixed, known or unknown, related to or challenging the validity of overriding royalty interests, net profits interests or similar burdens on the Assets, including those set forth on Exhibit A Part 2 ("ORRI/NPI Claims");~~

~~(i)~~ ~~(k)~~ all privileged attorney-client (i) communications and (ii) other documents (other than title opinions);

~~(l) all audit rights arising under any of the Assigned Contracts and attributable to any periods of time prior to the Closing Date or to any of the Excluded Assets, except with respect to any Imbalances;~~

~~(j)~~ ~~(m)~~ all amounts paid by any Person to Seller or its Affiliates as overhead for periods of time accruing prior to the Closing Date under any joint operating agreements burdening the Assets;

~~(n) all properties and assets set forth on Exhibit B;² and~~

~~(k)~~ ~~(o)~~ other than any confidentiality agreements relating to the Assets, all materials, information and analyses developed or prepared in connection with marketing Seller, its Affiliates and/or the Assets, including presentations, valuations, bids and bidder lists and all communications with marketing advisors;
and

(l) all Rejected Assets.

²NTD: ~~Exhibit to consist of a list of all "Assets" to be transferred under the shelf Asset Purchase Agreement.~~

~~ARTICLE III~~
ARTICLE III
CONSIDERATION

Section 3.01 Purchase Price. The consideration for the sale, transfer and assignment of the Assets by Seller to Buyer is Buyer's payment to Seller of the sum of **\$690,800,000** (the "**Purchase Price**"), as adjusted at the Closing pursuant to Section 7.02(c) (the "**Adjusted Purchase Price**"), and Buyer's assumption of the Assumed Obligations. The Adjusted Purchase Price, ~~less the Deposit (and all interest earned thereon)~~, shall be paid by Buyer to Seller at the Closing by (i) paying \$45,000,000 in cash to satisfy legitimate Liens on Assets that are ranked senior to the DIP Claims by means of a completed wire transfer in immediately available funds to the account of Seller as designated by Seller to Buyer in writing prior to the Closing. (the "Closing Cash Payment") and (ii) paying the difference between the Adjusted Purchase Price and the Closing Cash Payment, if a positive number, by a Credit Bid of a portion of the value of the DIP Claims. The amount of the Closing Cash Payment shall be held in escrow by Seller and distributed as promptly as practicable after Closing as follows: (x) to the holder of each Lien asserting priority to the DIP Claims upon agreement by Buyer or upon a final and non-appealable order determining that such Lien is ranked senior to the DIP Claims and (y) to Buyer as and to the extent that the Closing Cash Payment exceeds the aggregate amount of then-remaining Liens asserting priority to the DIP Claims (excluding any Liens that have been determined by a final and non-appealable order to be ranked junior to the DIP Claims).

~~Section 3.02 Deposit:~~

~~(a) Contemporaneously with the execution of this Agreement, Buyer shall deposit by wire transfer in immediately available funds with the Escrow Agent the sum of \$ (the "**Deposit**"). The Deposit shall be held by the Escrow Agent in a segregated interest-bearing escrow account pursuant to the Deposit Escrow Agreement. If Closing occurs, the Deposit (and all interest earned thereon) shall be applied toward the Purchase Price at the Closing and shall be released to Seller.~~

~~(b) If (i) Seller elects to terminate this Agreement pursuant to Section 9.01(e) or (ii) this Agreement is terminated pursuant to Section 9.01(e) and Seller has the right at that time to terminate this Agreement pursuant to Section 9.01(e), and, in either case, Seller has not itself breached in any material respect any of its respective representations, warranties, covenants or agreements contained in this Agreement such that Buyer has the right at that time to terminate this Agreement pursuant to Section 9.01(d), then Seller shall be entitled to receive the Deposit (including all interest earned thereon), free of any claims by Buyer with respect thereto, this being in addition to, and without any limitation of, any other remedy to which Seller is entitled at law or in equity.~~

~~(c) If this Agreement is terminated pursuant to any provision of Section 9.01 other than (i) Section 9.01(c) or (ii) Section 9.01(e) at which time Seller has the right to~~

~~terminate this Agreement pursuant to Section 9.01(c), then Buyer shall be entitled to the prompt return of the Deposit, free of any claims by Seller with respect thereto, including all interest earned thereon.~~

~~(d) Seller and Buyer agree to provide a joint instruction notice to the Escrow Agent regarding the disposition of the Deposit (including all interest earned thereon) in accordance with this Section 3.02.~~

Section 3.02 ~~Section 3.03~~ Allocated Values. For the purposes of the transactions contemplated hereby ~~Buyer and Seller have agreed to an, no later than 60 Business Days following the determination of the Final Purchase Price, Buyer shall provide to Seller a proposed~~ allocation of the Final Purchase Price and the Assumed Obligations among the Assets ~~as set forth in Exhibit A Part 2 attached hereto (the "Allocation"). Buyer and Seller shall use commercially reasonable efforts to update the Allocation in a manner consistent with the prior Allocation following any adjustment to the Purchase Price pursuant to this Agreement~~ in accordance with Section 1060 of the Code (the "Allocation"). The Allocation shall become final and binding 20 Business Days after Buyer provides the Allocation to Seller, unless Seller reasonably objects, in which case, Seller shall provide comments on the Allocation to Buyer within 20 Business Days after Buyer provides the Allocation to Seller. If Seller reasonably objects to the Allocation, Buyer shall consider any comments from Seller in good faith and Buyer shall provide an adjusted Allocation within 20 Business Days of receiving comments from the Seller but shall not be obligated to accept any comments provided by Seller. Buyer and Seller agree (a) that the Allocation, as adjusted, shall be used by Buyer and Seller as the basis for reporting Asset values and other items for purposes of all Tax Returns, including ~~without limitation~~ IRS Form 8594 and (b) that neither they nor their Affiliates will take positions inconsistent with such Allocation in notices to Governmental Authorities, in audit or other proceedings with respect to Taxes, in notices to preferential purchase right holders or in other documents or notices relating to the transactions contemplated by this Agreement unless otherwise required by applicable Law or with the consent of the other Party. Seller and Buyer shall confer and cooperate with one another in the preparation and filing of IRS Forms 8594 and the making of any revisions to the Allocation, including reporting any matters that require updating.

~~ARTICLE IV~~ **ARTICLE IV** **REPRESENTATIONS AND WARRANTIES**

Section 4.01 Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the date hereof and as of the Closing as follows:

(a) Organization. Seller and each of the Purchased Entities is duly formed, validly existing and (to the extent applicable) in good standing under the Laws of the State jurisdiction of Texas its formation and has the requisite organizational power and authority to carry on its business as presently being conducted and to own, lease and operate its properties (including the Assets) where such properties are now owned, leased or operated.

(b) Qualification. Seller **and each of the Purchased Entities** is duly qualified to do business and is in good standing in each jurisdiction in which the nature of its business as now conducted or the property owned, leased or operated by it makes such qualification necessary, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, have a Material Adverse Effect.

(c) Authorization. Subject to such authorization as is required by the Bankruptcy Court, the execution and delivery by Seller of this Agreement, the performance of its obligations hereunder and the consummation of the transactions hereunder have been duly and validly authorized by all requisite action by Seller's board of directors (or other comparable governing body), **its stockholders** and under its Organizational Documents. Subject to the entry of the Sale Order by the Bankruptcy Court, Seller has the requisite organizational power and authority to execute and deliver this Agreement, perform its obligations hereunder and consummate the transactions hereunder.

(d) Enforceability. Subject to the entry of the Sale Order by the Bankruptcy Court, this Agreement has been duly executed and delivered by Seller and constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and conditions except insofar as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such principles are considered in a proceeding at ~~law~~**Law** or in equity.

(e) Noncontravention. Except as described on Schedule 4.01(e) or Schedule 4.01(p), neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, by Seller will (i) conflict with, result in a violation, default, acceleration or breach of the terms of (with or without notice or passage of time), or create in any party the right to accelerate, terminate, modify or cancel (A) the Organizational Documents of Seller **or any Purchased Entity**, or (B) any ~~Material~~**Assigned** Contract, (ii) result in the creation or imposition of any Lien (other than Permitted Encumbrances) on any of the Assets, or (iii) assuming compliance with the HSR Act (if applicable) and the matters described on Schedule 4.01(e), conflict with or result in a violation or breach of any Law applicable to Seller, **the Purchased Entities** or the Assets, other than, in the case of clauses (i)(B), (ii) and (iii), any such items that, individually or in the aggregate, would not have a Material Adverse Effect.

(f) Governmental Approvals. Subject to entry of a Sale Order by the Bankruptcy Court, and except (i) as described on Schedule 4.01(f), and (ii) for compliance with the HSR Act (if applicable), no consent, approval, order or authorization of, or filing or registration with, or notification to any Governmental Authority is required to be obtained by Seller **or any Purchased Entity** in

connection with the execution, delivery and performance of this Agreement and the consummation of the transactions hereunder that failure to obtain, individually or in the aggregate, would have a Material Adverse Effect.

(g) Litigation. ~~As of the date of this Agreement, except for (i) the matters~~**Except (i) as** described on Schedule 4.01(g) and (ii) **for** the Bankruptcy Case, there are no (A) suits, actions, investigations, proceedings or litigation before or by any Governmental Authority that are pending or, to Seller's Knowledge, threatened, or (B) judgments, orders or decrees outstanding, in each case of subparts (A) and (B) of this Section 4.01(g), against Seller **or any Purchased Entity** that are attributable to Seller's **or such Purchased Entity's** ownership or operation of any of the Assets and that, individually or in the aggregate, would have a Material Adverse Effect.

(h) Brokers' and Other Fees. Except as disclosed on Schedule 4.01(h), **neither** Seller ~~does not have nor any Purchased Entity has~~ any Liability to pay any fees or commissions to any broker, finder, agent, lawyer or any other Person with respect to the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement for which Buyer will be liable.

(i) Taxes. Except as disclosed on Schedule 4.01(i):

(i) Seller **and each of the Purchased Entities** has (A) duly and timely filed or caused to be duly and timely filed all Tax Returns required to be filed with respect to the Assets with the appropriate Taxing Authority, and each such Tax Return is true, complete and correct, in all material respects, (B) paid all material Taxes with respect to the Assets, and (C) made all material withholdings and deposits of Taxes required by it with respect to the Assets **and such Taxes have been timely paid to the Taxing Authority responsible for the collection of such Taxes.**

(ii) There are no currently proposed or pending adjustments by any Taxing Authority in connection with any Tax Returns **of any Purchased Entity, or to the extent** relating to the Assets, **Seller**, and no waiver or extension of any statute of limitations as to any Tax matter relating to the Assets has been given or requested with respect to any Tax year. No Tax audits or administrative or judicial proceedings are being conducted, pending or, to the Knowledge of Seller, threatened with respect to Seller **or any of the Purchased Entities**. No claim has ever been made by an authority in a jurisdiction where Seller does not file a Tax Return that it is or may be subject to taxation in that jurisdiction.

(j) Royalty Payments. Except as described on Schedule 4.01(j) **(the "Delinquent ORRs/NPIs") and contractual obligations for interest thereon at the rate set forth therein**, all shut-in royalties, overriding royalties and other royalties, net profits interests or similar burdens on production with respect to the

Leases that have become due and payable have been duly paid as of the Closing Date (other than royalties, net profits interests or similar burdens held in escrow or in suspense as permitted by applicable Law or the terms of the applicable Lease).

(k) Hydrocarbon Sales. Except as described on Schedule 4.01(k), (i) neither Seller nor any of the Purchased Entities is ~~not~~ obligated by virtue of: (A) a prepayment arrangement under any Assigned Contract for the sale of Hydrocarbons that contains a “take or pay” provision, (B) a production payment, or (C) any other arrangement, other than gas balancing arrangements, to deliver Hydrocarbons produced from the Assets at some future time without then or thereafter receiving payment for the production commensurate with Seller’s or such Purchased Entity’s ownership in and to the Assets, and (ii) neither Seller nor any of the Purchased Entities is ~~not~~ subject to any penalties or other payments under any gas transportation or other agreement as a result of the delivery of quantities of gas from the Assets in excess of the Assigned Contract requirements.

(l) Environmental Matters. Except as described on Schedule 4.01(l) and except as would not, individually or in the aggregate, have a Material Adverse Effect, as of the date of this Agreement: neither Seller nor any Purchased Entity has ~~not~~ received any written notice of any outstanding violation of, claim, suit, action, investigation, proceeding or litigation under, or allegation of any liability under any Environmental Laws relating to the Assets, and the Assets are, to the Knowledge of Seller, in ~~material~~ compliance with all applicable Environmental Laws. This Section 4.01(l) is the sole and exclusive representation by Seller or its Affiliates with respect to any Environmental Law or environmental matter.

(m) Compliance with Laws. Except as described on Schedule 4.01(m) and as would not, individually or in the aggregate, have a Material Adverse Effect, Seller’s and each Purchased Entity’s operation of the Assets is in compliance with all Laws of all Governmental Authorities having jurisdiction relating to the ownership and operation thereof, including the production of all Hydrocarbons attributable thereto. Except as described on Schedule 4.01(m) and as would not, individually or in the aggregate, have a Material Adverse Effect, (i) all necessary Permits or other authorizations with regard to Seller’s and each Purchased Entity’s ownership or operation of the Assets have been obtained and are held by Seller or a Purchased Entity, as applicable, (ii) no violations exist in respect of such Permits or other authorizations, and neither Seller nor any of the Purchased Entities has ~~not~~ received any written notice of any such violation, and (iii) ~~to Seller’s Knowledge~~, no investigation or review by any Governmental Authority with respect to a violation by Seller or any Purchased Entity of any such Permits or other authorizations or of applicable Law is pending or, to Seller’s Knowledge, threatened in writing. ~~Notwithstanding the foregoing, Seller makes no representation or warranty in this Section 4.01(m) with respect to any matters relating to the environment or Environmental Law.~~

(n) Material Contracts. Exhibit A—Part 4(a) lists all Material Contracts as of the date of this Agreement. Seller has made available to Buyer accurate and complete copies of all such Material Contracts as of the date of this Agreement. Seller and each Purchased Entity 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 any Purchased Entity or, to the Knowledge of Seller, permit termination, modification, or acceleration by the Other Parties, under such Material Contract, except (A) for breaches, violations or defaults which would not, individually or in the aggregate, have a Material Adverse Effect, (B) 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 (C) for defaults that will be cured in accordance with the Sale Order (or that need not be cured under the Bankruptcy Code to permit the assumption and assignment of the Material Contracts).

(o) AFEs. Schedule 4.01(o) contains a true and correct list as of the date of this Agreement of all material authorizations for expenditures (collectively, “**AFEs**”) to drill or rework Wells or for capital expenditures with respect to the Assets that have been proposed by any Person having authority to do so other than internal AFEs of Seller not delivered to Third Parties. For the purposes of this Section 4.01(o), an AFE shall be material if, net to Seller’s interest, such AFE exceeds \$100,000 and such AFE is valid and outstanding.

(p) Preferential Purchase Rights. Schedule 4.01(p) sets forth those preferential rights to purchase, consents to assignment and similar rights with respect to the Leases and Material Contracts that are applicable to the transactions contemplated hereby.

(q) Payout Balances. To Seller’s Knowledge, Schedule 4.01(q) contains a list of the estimated status of any “payout” balance (on a gross working interest basis for all working interest owners affected thereby), as of ~~2012~~2013, 2013, for each Property that is subject to a reversion or other adjustment at some level of cost recovery or payout.

(r) Reserve Report. Seller has made available to Buyer a true and correct copy of the oil and gas reserve report dated ~~December 31~~December 31, 2012, prepared by ~~Collarini Associates.~~ Except as set forth on Schedule 4.01(r), and to Seller’s Knowledge, the underlying factual information with respect to the Assets provided by Seller to Collarini Associates in connection with its oil and gas reserve report covering the Assets to the extent it was relied upon by such party in the preparation of its report on the proved reserves included in the Assets was, at the time of delivery, true and correct in all material respects.

(s) Absence of Certain Changes. Except as described on Schedule 4.01(s) or as ordered by the Bankruptcy Court or as otherwise relates to the filing or pendency of the Bankruptcy Case, since ~~the date of this Agreement,~~December 31, 2012, there has not been a Material Adverse Effect.

(t) Title Matters. Except as described on Schedule 4.01(t), Seller has Defensible Title to the Properties, free of any Title Defect. Except for the Liens described on Schedule 4.01(t), Seller has good and valid title to all material tangible personal property included in the Assets (other than the Wells and any material tangible personal property disposed of in the ordinary course of business), free and clear of any Liens other than Permitted Encumbrances.

(u) Confidentiality Restrictions. Schedule 4.01(u) sets forth a complete and accurate list of the material materials and/or documents to which Buyer may not have access on account of Third Party confidentiality restrictions.

(v) Insurance. Schedule 4.01(v) sets forth a list of all policies of insurance owned, held by or maintained by Seller or any of its Affiliates related to the Assets as of the date of this Agreement, including the type of policy, the limits of the coverage and the deductible with respect thereto. Except as would not, individually or in the aggregate, have a Material Adverse Effect, such policies of insurance are in full force and effect and satisfy all requirements of applicable Law. Except as set forth in Schedule 4.01(v), (i) during the period commencing on January 1, 2012 up to the date of this Agreement, Seller has not, with respect to the Assets, received any written notice from the insurer under any insurance policy applicable to the Assets disclaiming coverage with respect to a particular claim or such policy in general (other than a reservation of rights notice) or canceling or amending any such policy and (ii) Seller has not made any material claim under such policies relating to the Assets during period commencing on January 1, 2012 up to the date of this Agreement.

(w) Bankruptcy Sale Motion. Seller filed with the Bankruptcy Court, on ~~1/22/13~~January 22, 2013, a motion seeking approval of the Bidding Procedures Order and Sale Order (the “**Bankruptcy Sale Motion**”).

(x) Bidding Procedures. The bidding procedures employed with respect to the Auction process were in all material respects those reflected in the bidding procedures order, ~~which order is attached as Exhibit E and~~ which order was entered on ~~2/14/13~~February 14, 2013 (the “**Bidding Procedures Order**”).

(y) Ownership of Purchased Equity and Indirect Subsidiaries.

(i) The authorized capital stock of Titan consists of [●] [units], of which [●] [units] are issued and outstanding. The authorized capital stock of ATP Netherlands consists of [●] [units], of which [●] [units] are issued and outstanding.

(ii) ~~(y) Ownership of Purchased Equity. The authorized capital stock of Titan consists of [] [units], of which [] [units] are issued and outstanding. The authorized capital stock of Innovator Holdco consists of [] [units], of which [] [units] are issued and outstanding. The authorized capital stock of ATP UK consists of [] [units], of which [] [units] are issued and outstanding. The authorized capital stock of ATP Netherlands consists of [] [units], of which [] [units] are issued and outstanding. Seller holds of record and owns~~ Seller holds beneficially and of record all of the Purchased Equity. The Purchased Equity Schedule 4.01(y) identifies each beneficial or record owner of any capital stock or other equity interests in the Indirect Subsidiaries and specifies the amount of such capital stock or other equity interests held by such owner. All of the Purchased Equity and capital stock and other equity interests in the Indirect Subsidiaries has been duly authorized, validly issued and is fully paid and non-assessable. Neither ATP Netherlands nor Titan holds any shares of capital stock or other equity interests of any Person other than the Indirect Subsidiaries. Other than as described above in this Section 4.01(y), no options, warrants, subscriptions, calls, exchange rights or other rights to purchase equity of ~~Titan, Innovator HoldCo, ATP UK or ATP Netherlands~~ any Purchased Entity, and no equity or obligations convertible into or exchangeable for equity of ~~Titan, Innovator HoldCo, ATP UK or ATP Netherlands~~ any Purchased Entity have been authorized or agreed to be issued or are outstanding.

(z) Intellectual Property. To the Knowledge of Seller, none of the registrations, issuances or applications pertaining to the Intellectual Property set forth on Exhibit A—Part 5 have expired or been cancelled, abandoned or otherwise terminated, and payment of all material renewal and maintenance fees, costs and expenses in respect thereof, and all material filings related thereto, have been duly made as of the date of this Agreement. ~~To~~ Neither Seller nor any Purchased Entity or the operation of the Assets is infringing or otherwise violating the Intellectual Property rights of any other Person, and to the Knowledge of Seller, no Person is infringing or otherwise violating any of the Intellectual Property set forth on Exhibit A—Part 5.

Section 4.02 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as of the date hereof and as of the Closing as follows:

(a) Organization. Buyer is duly formed, validly existing and (to the extent applicable) in good standing under the Laws of the jurisdiction of its formation and has the requisite organizational power and authority to carry on its business as presently being conducted and to own, lease and operate its properties where such properties are now owned, leased or operated.

(b) Qualification. Buyer is duly qualified to do business and is in good standing in each jurisdiction in which the nature of its business as now conducted or the property owned, leased or operated by it makes such

qualification necessary, except where the failure to be so qualified or in good standing would not, individually or in the aggregate, have a Buyer Material Adverse Effect. ~~Buyer is duly qualified under any applicable BOEM/BSEE outer-continental shelf regulations and is fully bonded or exempt from BOEM/BSEE bonding requirements with respect to the Assets, with no outstanding notices of violation from any Governmental Authority with respect to operations on the outer continental shelf.~~

(c) Authorization. The execution and delivery by Buyer of this Agreement, the performance of its obligations hereunder and the consummation of the transactions hereunder have been duly and validly authorized by all requisite action by Buyer's board of directors (or other comparable governing body) and under its Organizational Documents. Buyer has the requisite organizational power and authority to execute and deliver this Agreement, perform its obligations hereunder and consummate the transactions hereunder.

(d) Enforceability. This Agreement has been duly executed and delivered by Buyer and constitutes the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms and conditions except insofar as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such principles are considered in a proceeding at law or in equity.

(e) Noncontravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, by Buyer will (i) conflict with, result in a violation, default, acceleration or breach of the terms of (with or without notice or passage of time), or create in any party the right to accelerate, terminate, modify or cancel (A) the Organizational Documents of Buyer, or (B) any Contract of Buyer, or (ii) assuming compliance with the HSR Act (if applicable), conflict with or result in a violation or breach of any Law applicable to Buyer, other than, in the case of clauses (i)(B) and (ii), any such items that would not, individually or in the aggregate, have a Buyer Material Adverse Effect.

(f) Governmental Approvals. Subject to entry of a Sale Order by the Bankruptcy Court, and except (i) as described on Schedule 4.02(f), ~~and (ii)(ii) the approval of the BOEM/BSEE for the transfer of the Assets contemplated by this Agreement and (iii)~~ for compliance with the HSR Act (if applicable), no consent, approval, order or authorization of, or filing or registration with, or notification to any Governmental Authority is required to be obtained by Buyer in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions hereunder.

(g) Litigation. As of the date of this Agreement, there are no (i) suits, actions, investigations, proceedings or litigation before or by any Governmental

Authority that are pending or, to Buyer's Knowledge, threatened, or (ii) judgments, orders or decrees outstanding, in each case of subparts (i) and (ii) of this paragraph, against Buyer or any Affiliate of Buyer that, individually or in the aggregate, would have a Buyer Material Adverse Effect.

(h) Brokers' and Other Fees. Except as disclosed on Schedule 4.02(h), Buyer has no Liability to pay any fees or commissions to any broker, finder, agent, lawyer or any other Person with respect to the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement for which Seller will be liable or obligated.

(i) Financing. ~~Buyer has (and at~~ At the Closing, Buyer will have) sufficient cash, available lines of credit or other sources of immediately available funds (in United States dollars) to enable Buyer to pay the ~~Adjusted Purchase Price~~ Closing Cash Payment to Seller at the Closing and to otherwise consummate the transactions contemplated by this Agreement. ~~— [True and complete copies of the documentation for Buyer's sources of debt or equity financing have been provided to Seller. Buyer does not have any reason to believe that the financing required to consummate the transactions contemplated by this Agreement will not be available to Buyer on a timely basis to consummate the transactions contemplated by this Agreement.]³~~

(j) Adequate Assurances Regarding Contracts. Buyer ~~is and~~ will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to the Assigned Contracts.

~~(k) Investment. Buyer is an experienced and knowledgeable investor in the oil and gas business and can bear the economic risk of its investment in the Assets. Prior to entering into this Agreement, Buyer was advised by and has relied solely on its own legal, tax and other professional counsel and advisors concerning this Agreement, the Assets and the value thereof. In making the decision to enter into this Agreement and consummate the transactions contemplated hereby, Buyer has relied solely on the basis of its own independent valuation and due diligence investigation of the Assets.~~

ARTICLE V CERTAIN COVENANTS

Section 5.01 Interim Operations. Except for matters (w) set forth in Schedule 5.01, (x) expressly agreed to in writing by Buyer (or, prior to the Joinder Date, the Administrative Agent acting at the direction of the Required Lenders) (such consent not to be unreasonably withheld, conditioned or delayed), (y) ordered by the Bankruptcy Court or ~~as otherwise relates to the Bankruptcy Case or~~ (z) otherwise contemplated by the terms of this Agreement, during the Interim Period, Seller shall operate the Assets in all material respects in the ordinary course in a manner substantially consistent with past practice and shall use its best efforts to preserve the value, use, ownership and operation of the Assets, taken as a whole. In addition, except as (~~x~~a) set forth in

³~~-NTD: Representations and covenants related to financing TBD.~~

Schedule 5.01, ~~(yb)~~ ordered by the Bankruptcy Court or ~~as otherwise relates to the Bankruptcy Case or (z(c))~~ otherwise contemplated by the terms of this Agreement, Seller shall not do (or permit any Purchased Entity to do) any of the following in connection with the Assets without the prior written consent of Buyer ~~(which consent shall not be unreasonably withheld or delayed)~~ or, prior to the Joinder Date, the Administrative Agent acting at the direction of the Required Lenders:

- (a) subject any of the Assets (or any asset of any Purchased Entity) to any Lien (other than ~~Permitted~~ Assumed Encumbrances);
- (b) sell, lease, license, pledge, cancel, abandon, permit to lapse or otherwise dispose of any ~~material~~ Asset (or any asset of any Purchased Entity), except sales of Hydrocarbons ~~and sales, leases, licenses and other dispositions~~ in the ordinary course of business;
- (c) terminate or extend, waive, modify, rescind or make any material amendments to any Assigned Contract or waive, release or assign any material rights or claims thereunder, in each case outside of the ordinary course of business, or take any action that would reasonably be expected to have a material adverse effect on the expected benefits to Buyer from any Assigned Contract;
- (d) initiate, settle or compromise any material action, suit, litigation or other proceeding involving the Assets (or any asset of any Purchased Entity), other than with respect to trade claims;
- (e) alter, whether through a complete or partial liquidation, dissolution, merger, consolidation, restructuring, reorganization or in any other manner, the legal structure or ownership of itself, any Purchased Entity or any joint venture or similar arrangement to which Seller or any Purchased Entity is a party which is an Asset (or an asset of any Purchased Entity) hereunder;
- (f) voluntarily incur any Assumed Obligations, except in the ordinary course of business, or make or agree to make any capital expenditures with respect to the Assets (or any asset of any Purchased Entity), other than capital expenditures as may be required pursuant to any Contract obligations as of the date hereof;
- (g) issue any capital stock, equity interest, option, warrant, subscription, call, exchange right or other right to purchase equity of any Purchased Entity, or issue any obligations convertible into or exchangeable for equity in any Purchased Entity; or
- (h) ~~(e)~~ agree, whether in writing or otherwise, to do any of the foregoing.

Section 5.02 Bankruptcy Actions. Buyer ~~covenants and~~ agrees that it shall cooperate with Seller in connection with furnishing information or documents to Seller to satisfy the requirements of adequate assurance of future performance under Section 365(f)(2)(B) of the Bankruptcy Code.

Section 5.03 Access to Information. Seller shall afford to Buyer and the Buyer Representatives (or, prior to the Joinder Date, representatives of the Lenders (as designated by the Administrative Agent acting at the direction of the Required Lenders)) reasonable access, upon reasonable prior notice during normal business hours during the Interim Period, to the Assets (and the assets of any Purchased Entity) and the Files; provided, however, that such access does not unreasonably disrupt the normal operations of Seller. Notwithstanding the foregoing, Seller shall not be required to provide such access where such access would (A) in the reasonable judgment of Seller, result in the disclosure of trade secrets or competitively sensitive information of Third Parties in violation of any obligation of Seller to such Third Party, (B) violate any material obligations to Third Parties with respect to confidentiality or (C) be reasonably likely to result in the loss of any attorney-client privilege of Seller (provided that, in any such case, Seller uses reasonable best efforts to provide the information or substance thereof in another format).

Section 5.04 Confidentiality. Buyer acknowledges that, by virtue of its right of access to the Files and the Assets (and the assets of any Purchased Entity) hereunder, Buyer will become privy to confidential and other information of Seller and its Affiliates and that such confidential information shall be held confidential by Buyer and its Affiliates and their respective officers, employees, agents, advisors or representatives in ~~accordance with the terms of the Confidentiality Agreement. If the Closing should occur,~~ the a manner that is consistent with the confidentiality obligations of the Lenders pursuant to the DIP Credit Agreement. The foregoing confidentiality restriction on Buyer ~~and the Confidentiality Agreement shall terminate as to the Assets. shall~~ terminate upon the one (1) year anniversary of the date hereof; provided, however, that if the Closing occurs prior to the one (1) year anniversary of the date hereof, the confidentiality restriction on Buyer as to the Assets (and the assets of any Purchased Entity) shall terminate upon the Closing.

Section 5.05 Reasonable Best Efforts; HSR Act.

(a) Subject to any applicable order of the Bankruptcy Court, and otherwise on the terms and subject to the conditions of this Agreement, each of Seller and Buyer shall use its reasonable best efforts to cause the Closing to occur as promptly as practicable, and neither ~~Party~~ Seller nor Buyer shall take any action to prevent or delay, or fail to take any action in order to prevent or delay, the Closing from occurring as promptly as practicable. Without limiting the generality of the foregoing, ~~the Parties~~ each of Seller and Buyer shall (and shall cause their respective directors, officers and Subsidiaries, and use their reasonable best efforts to cause their respective Affiliates, employees, agents, attorneys, accountants and representatives, to) consult and cooperate with and provide reasonable assistance to each other and otherwise use reasonable best efforts in

connection with (i) obtaining all necessary consents, licenses, qualifications or other permission or action by, and giving all necessary notices to and making all necessary filings with and applications and submissions to, any Governmental Authority or other Person with respect to the consummation of the transactions contemplated by this Agreement, and (ii) in general, consummating and making effective the transactions contemplated hereby. Notwithstanding the foregoing, ~~(x) no Party shall be required by this Section 5.05 to pay any consideration, to divest itself of any of, or otherwise rearrange the composition of, its assets or to agree to any conditions or requirements that would, individually or in the aggregate, have a Material Adverse Effect, or a material adverse effect on Buyer, as applicable.~~ or the expected benefits to Buyer of the transactions contemplated by this Agreement, as applicable and (y) neither Buyer nor the Administrative Agent shall be required in order to obtain the approval of the BOEM/BSEE for the transfer of the Assets contemplated by this Agreement to pay any consideration, agree to any conditions or requirements or take any other action that Buyer (or, prior to the Joinder Date, the Administrative Agent acting at the direction of the Required Lenders) determines in its sole discretion to be unacceptable.

(b) If applicable, ~~within five (5) Business Days~~ as promptly as practicable following the ~~execution by Buyer and Seller~~ date of this Agreement, Buyer and Seller will each prepare and file with the DOJ and the FTC (a) the notification and report form required by the HSR Act for the transactions contemplated by this Agreement and (b) a request for early termination of the waiting period thereunder. Buyer and Seller agree to respond promptly to any inquiries from the DOJ or the FTC concerning such filings and to comply in all material respects with the filing requirements of the HSR Act. ~~Buyer~~ Seller shall bear all costs and expenses of the Parties incurred with respect to such filings. Buyer and Seller shall cooperate with each other and shall promptly furnish all information to the other Party that is necessary in connection with Buyer's and Seller's compliance with the HSR Act. Buyer and Seller shall keep each other fully advised with respect to any requests from or communications with the DOJ or FTC concerning such filings and shall consult with each other with respect to all responses thereto. Each of Seller and Buyer shall (subject to the last sentence of Section 5.05(a)) use its reasonable best efforts to obtain the expiration of the waiting period under the HSR Act for the consummation of the transactions contemplated by this Agreement.

Section 5.06 Notification of Certain Matters. During the Interim Period, each ~~Party of Buyer and Seller~~ will give prompt written notice to the other Party of any of the following: (a) upon obtaining Knowledge that any of its representations or warranties contained herein are not true and correct such that the condition to Closing set forth in Section 6.01(a) or Section 6.02(a), as applicable, is not reasonably likely to be satisfied on or prior to the Closing Date; (b) receipt of any notice or other communication from any Third Party alleging that the consent of such Third Party is required in connection with the transactions contemplated by this Agreement or that such transactions otherwise violate the rights of or confer remedies upon such Third Party; or (c) upon obtaining

Knowledge of the breach by the other Party of a representation or warranty of such other Party under this Agreement such that the condition to Closing set forth in Section 6.01(a) or Section 6.02(a), as applicable, is not reasonably likely to be satisfied on or prior to the Closing Date.

Section 5.07 Notice of Litigation. During the Interim Period, (a) Buyer, upon ~~learning~~**obtaining Knowledge** of the same, will promptly notify Seller of any suit, action, investigation, proceeding or litigation that is commenced or threatened in writing against Buyer that concerns this Agreement or the transactions contemplated hereunder and (b) Seller, upon ~~learning~~**obtaining Knowledge** of the same, will promptly notify Buyer of any suit, action, investigation, proceeding or litigation that is commenced or threatened in writing against Seller or any Affiliate thereof, that (i) concerns this Agreement or the transactions contemplated hereunder or (ii) would have been listed in Schedule 4.01(g) as an exception to the representation contained in Section 4.01(g) if such action, suit, investigation, proceeding or litigation had arisen prior to the date hereof.

Section 5.08 Certain Contract Matters.

(a) Seller shall assign to Buyer, and Buyer shall assume, the Assigned Contracts under Section 365 of the Bankruptcy Code pursuant to the Sale Order. Seller shall provide timely and proper written notice of the Bankruptcy Sale Motion to all parties to such Assigned Contracts, and Buyer shall comply with all requirements of Section 365 of the Bankruptcy Code necessary to permit such assumption and assignment. Buyer shall pay all Contract Cure Amounts in connection with the assumption and assignment of such Assigned Contracts. To the extent any such Assigned Contract does not constitute an executory contract subject to assumption and assignment under Section 365 of the Bankruptcy Code, then the rights and obligations under such Assigned Contracts shall be transferred to Buyer as part of the sale of the Assets with such rights and obligations (including all Contract Cure Amounts) being expressly assumed by Buyer.

(b) Notwithstanding anything herein to the contrary, to the extent the assignment of any Assigned Contract is, after giving effect to Sections 363 and 365 of the Bankruptcy Code, not permitted by Law or not permitted without the consent of another Person, and such restriction cannot be effectively overridden or canceled by the Sale Order or other related order of the Bankruptcy Court, then (i) this Agreement shall not be deemed to constitute an assignment or attempt to assign such Assigned Contract or any right, interest or obligation thereunder if such consent is not given and (ii) no breach of this Agreement shall have occurred by virtue of the nonassignment; provided, however, that ~~the Parties~~**Buyer and Seller** shall use their commercially reasonable efforts before Closing to obtain any such consents and Seller shall provide or cause to be provided commercially reasonable assistance to Buyer (not including the payment of any consideration) reasonably requested by Buyer to secure such consent after the Closing or cooperate with Buyer (at Buyer's expense) after the Closing in any lawful and commercially reasonable arrangement reasonably proposed by Buyer under which

(i) Buyer shall obtain the economic ~~elaims~~**Claims**, rights and benefits (net of the amount of any related Tax costs imposed on Seller) under the Assigned Contract with respect to which the consent has not been obtained in accordance with this Agreement and (ii) Buyer shall assume any related economic burden (including the amount of any related Tax costs imposed on Seller) with respect to such Assigned Contract.

(c) Seller shall not reject any Assigned Contracts pursuant to the Bankruptcy Case without the prior written consent of Buyer.

Section 5.09 Lease Matters. The Leases listed on Exhibit A—Part 1 are to be transferred to Buyer as part of the sale of the Assets. To the extent any Lease constitutes an executory contract or unexpired lease of real property under Section 365 of the Bankruptcy Code, such Lease shall be assumed by Seller and assigned by Seller to Buyer pursuant to Section 365 of the Bankruptcy Code.

Section 5.10 ~~Appeal~~**Sale Order and Appeal. Seller shall use its reasonable best efforts to obtain entry of the Sale Order approving the transactions contemplated by this Agreement within three (3) Business Days of the date of this Agreement.** In the event the Bidding Procedures Order or the Sale Order shall be appealed, Seller and Buyer shall use reasonable best efforts to defend such appeal **and to obtain a Final Order with respect thereto.**

Section 5.11 Employee Matters.

(a) No later than fifteen (15) days following the date of this Agreement (regardless of whether the Joinder Date has occurred), Seller shall deliver to Buyer or the Administrative Agent, as applicable, a complete and correct list of all employees of Seller and each of its Subsidiaries and shall update such list as soon as practicable following the hiring, resignation or termination of any employees (the employees of Seller and its Subsidiaries from time to time, the “Seller Employees”).

(b) Buyer and Seller acknowledge and agree that Buyer intends to make, but shall not be required to make, offers of employment to certain of the Seller Employees and that such offers of employment shall be on such terms as Buyer may determine in its sole and absolute discretion. Seller shall provide Buyer (or, prior to the Joinder Date, representatives of the Lenders (as designated by the Administrative Agent acting at the direction of the Required Lenders)) with reasonable access to the Seller Employees and records regarding each Seller Employee’s history and terms of employment with Seller or its Subsidiaries, as applicable, for purposes thereof and shall not take any action to interfere with any offers of employment that Buyer makes to the Seller Employees or impede or in any way hinder Buyer’s recruitment or hiring of any Seller Employees.

(c) During the period beginning on the Closing Date and ending on the two (2) year anniversary of the Closing Date, Seller agrees to not, directly or indirectly, solicit for employment any Seller Employee that accepts employment with Buyer for so long as he or she is employed by Buyer or any of its Affiliates and for a period of three (3) months thereafter; provided, that general advertisements (and any discussions based upon responses thereto) shall not be deemed to be a breach of the non-solicitation restriction in this provision.

(d) Seller acknowledges that the restrictions contained in this Section 5.11 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement.

Section 5.12 Formation and Joinder of Buyer. As promptly as practicable after the date hereof, the Administrative Agent, at the direction of the Required Lenders and on behalf of the Lenders, will designate the Person specified by the Required Lenders as “Buyer” under this Agreement to directly receive the Assets and assume the Assumed Obligations from Seller, and Buyer will as promptly as practicable thereafter execute and deliver a joinder to this Agreement (such date of designation and joinder, the “Joinder Date”), at which time Buyer will be deemed to have made all of the representations and warranties of “Buyer” set forth in Section 4.02 and become subject to and have assumed all of the rights, agreements and obligations of “Buyer” set forth in this Agreement. For the avoidance of doubt, the entity designated as Buyer shall be an entity able to make the representations and warranties of Buyer set forth in Section 4.02 without scheduled exceptions other than those contemplated by Section 4.02(f) and (h) and those, the substance of which, individually or in the aggregate, would not have a Buyer Material Adverse Effect.

ARTICLE VI CONDITIONS TO CLOSING

Section 6.01 Conditions to Seller’s Obligations. The obligations of Seller to consummate the transactions provided for herein are subject to the satisfaction of, or waiver by Seller, on or prior to the Closing Date of each of the following conditions:

(a) Representations. The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all respects on the date hereof and on and as of the Closing Date (other than representations and warranties that are made as of another date, which shall be so true and correct as of such date only); provided, however, that this condition shall be deemed to have been satisfied even if such representations and warranties are not true and correct unless the individual or aggregate impact of all inaccuracies of such representations and warranties has resulted or would reasonably be expected to result in a Buyer Material Adverse Effect.

(b) Performance. Buyer shall have performed or complied with, in all material respects, all obligations, agreements and covenants contained in this Agreement as to which performance or compliance by Buyer is required prior to or at the Closing.

(c) Execution and Delivery of Closing Documents. Buyer shall have executed and delivered to Seller all of the documents described in Section 7.04 and Buyer shall be ready, willing and able to deliver to Seller the Adjusted Purchase Price in accordance with Section 3.01.

~~(d) Bonding. Buyer shall have (i) replaced all bonds, letters of credit, guarantees and other credit support listed on Schedule 6.01(d) provided by or on behalf of Seller or its Affiliates with bonds, letters of credit, or guarantees from Buyer or other credit support reasonably acceptable to the beneficiary of the applicable credit support, (ii) established to Seller's reasonable satisfaction that Buyer is exempt from or has sufficient exemptions available to, or has otherwise satisfied all BOEM/BSEE bonding requirements relating to all potential plugging and abandonment and decommissioning liability with respect to the Assets and (iii) received approval of the BOEM/BSEE for the transfer of the Assets contemplated by this Agreement.~~

Section 6.02 Conditions to Buyer's Obligations. The obligations of Buyer to consummate the transactions provided for herein are subject to the satisfaction of, or waiver by Buyer, on or prior to the Closing Date of each of the following conditions:

(a) Representations. The representations and warranties of Seller (i) set forth in ~~this Agreement~~ Sections 4.01(a), 4.01(c), 4.01(d), 4.01(h), 4.01(j), 4.01(p), 4.01(t), 4.01(w), 4.01(x) and 4.01(y) shall be true and correct in all ~~respects~~ material respects and (ii) set forth in Section 4.01 (other than the subsections listed in clause (i) above) shall be true and correct in all respects except where the individual or aggregate impact of all inaccuracies of such representations and warranties has resulted or would reasonably be expected to result in a Material Adverse Effect, in each of clauses (i) and (ii) on the date hereof and on and as of the Closing Date with the same force and effect as if made on and as of such date (other than representations and warranties that are made as of another date, which shall be so true and correct as of such date only); provided, however, that ~~(i) for purposes of determining the satisfaction of this condition, no effect shall be given to any materiality or Material Adverse Effect exception or qualification set forth in such representations and warranties and (ii) this condition shall be deemed to have been satisfied even if such representations and warranties are not true and correct unless the individual or aggregate impact of all inaccuracies of such representations and warranties has resulted or would reasonably be expected to result in a Material Adverse Effect.~~

(b) Performance. Seller shall have performed or complied with, in all material respects, all covenants or agreements contained in this Agreement as to which performance or compliance by Seller is required prior to or at the Closing.

(c) Execution and Delivery of Closing Documents. Seller shall have executed and delivered to Buyer all of the documents described in Section 7.03.

(d) BOEM/BSEE Approval. Buyer shall have received assurances acceptable to Buyer that approval of the BOEM/BSEE for the transfer of the Assets contemplated by this Agreement will be obtained.

(e) Final Orders. The Sale Order shall have been entered and shall have become a Final Order. For the avoidance of doubt, Buyer is relying on the terms of the Sale Order, including the protections of Bankruptcy Code Sections 363(b), 363(f), 363(m), 365(a), 365(b) and 365(f), and does not intend to consummate the transactions contemplated by this Agreement unless the Sale Order has been entered and has become a Final Order.

(f) No Litigation. No suit, action, investigation, proceeding or litigation shall be pending seeking to restrain or prohibit the consummation of the transactions contemplated by this Agreement.

(g) Consents. All consents and approvals (other than with respect to the BOEM/BSEE) required to be obtained for the sale and purchase of the Assets, after giving effect to the Sale Order, shall have been obtained and all filings and notifications required to be made and given, if any, after giving effect to the Sale Order, shall have been made or given.

Section 6.03 Conditions to Buyer and Seller's Obligations. The obligations of each of Buyer and Seller to consummate the transactions provided for herein are subject to the fulfillment or waiver by ~~the Parties~~ Buyer and Seller (other than the condition contained in Section 6.03(a) below, the fulfillment of which cannot be waived by ~~either any~~ any Party) on or prior to the Closing Date of each of the following conditions:

(a) Bankruptcy Court Approval. The Bankruptcy Court shall have entered ~~the Sale Order~~ an order approving the transactions contemplated hereby and the terms and conditions of this Agreement.

(b) No Injunctions or Restraints. No applicable Law enacted, entered, promulgated, enforced or issued by any Governmental Authority or other legal restraint or prohibition preventing the consummation of the transactions contemplated by this Agreement shall be in effect.

(c) HSR Act. If applicable, the waiting period under the HSR Act applicable to the consummation of the transactions contemplated hereby shall have expired, notice of early termination shall have been received or a consent order issued (in form and substance satisfactory to each Party) by or from applicable Governmental Authorities.

Section 6.04 Frustration of Closing Conditions. Neither Buyer nor Seller may rely on the failure of any condition set forth in this Article VI to be satisfied if such

failure was caused by such party's failure to use its reasonable best efforts to cause the Closing to occur, as required by Section 5.05.

Section 6.05 Waiver of Closing Conditions. Notwithstanding anything to the contrary set forth in this Agreement, Buyer shall not waive any condition to Closing that would be material and adverse to the interests of the Lenders under the DIP Credit Agreement without the prior written consent of the Administrative Agent, acting on behalf of the Lenders and at the direction of the Required Lenders.

ARTICLE VII CLOSING

Section 7.01 Time and Place of Closing. The closing of the sale by Seller and the purchase by Buyer of the Assets pursuant to this Agreement (the "Closing") shall take place at the offices of Mayer Brown LLP located at 700 Louisiana Street, Houston, Texas 77002, at 10:00 a.m., Houston time on the second Business Day following the satisfaction (or, to the extent permitted, the waiver) of the conditions set forth in Article VI, or at such other place, time and date as may be agreed by Seller and Buyer. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date".

Section 7.02 Adjustments to Purchase Price.

(a) ~~At the Closing, the Purchase Price shall be increased, pursuant to Section 7.02(c), by Seller's good faith estimate (as set forth in a statement delivered to Buyer not later than two Business Days prior to Closing) of the following amounts (without duplication) (the "Purchase Price Increases"):~~
[Reserved]

~~(i) all costs, expenses and other amounts (including royalties, Production Taxes, Non Income Taxes, each as allocated pursuant to Section 12.01, capital expenditures, lease operating expenses and overhead, but excluding Income Taxes) paid by Seller that are (A) attributable to the Assets and (B) attributable to any period of time from and after the Closing Date (excluding any interest or penalties attributable to the failure to make timely payments and amounts paid by Seller to cure any inaccuracy of any of Seller's representations or warranties or any other amounts expended by Seller to consummate the transactions contemplated by this Agreement);~~

~~(ii) the value of all Hydrocarbons produced from or attributable to the Properties prior to the Closing Date that are (A) stored in tanks and vessels to the bottom of the flange as of the Closing Date or (B) produced into any pipeline or gathering line but not sold as of the Closing Date, in each case using the monthly average posted price at the sale point for the respective production from the Properties as calculated based on the month preceding the Closing Date; and~~

~~(iii) the net amount of any Imbalances as of the Closing Date, if such net amount is positive.~~

(b) At the Closing, **the Credit Bid portion of** the Purchase Price shall be decreased, pursuant to Section 7.02(c), by Seller's good faith estimate (as set forth in a statement delivered to Buyer not later than two Business Days prior to Closing) of the following amounts (without duplication) (the "**Purchase Price Reductions**"):

(i) ~~an amount equal to all proceeds from sales of Hydrocarbons relating to the Properties and payable to owners of working interests that are held by Seller in suspense as of the Closing Date; any amounts agreed upon pursuant to Section 2.02 with respect to the Rejected Assets, if any;~~

(ii) amounts received by Seller from other working interest owners as joint interest billings under the Assigned Contracts that have not been paid to the vendors who performed work giving rise to the joint interest billing as of the Closing Date;

~~(iii) the amounts identified in Schedule 4.01(j) (being certain proceeds payable to owners of overriding royalty interests or net profits interests that are attributable to periods of time prior to the Closing Date, which proceeds have not been paid by Seller) (the "**Delinquent ORRIs/NPIs**");~~

~~(iii) (iv) any Contract Cure Amounts and any Additional Cure Amounts;~~

(iv) ~~(v) the Assumed Seller Taxes and any interest and penalties attributable to the failure to make timely payments of such amounts prior to Closing and any Production Taxes or Non-Income Taxes, each as allocated pursuant to Section 12.01;~~ and

~~(v) (vi) the net amount of any Imbalances as of the Closing Date, if such net amount is negative.~~

(c) ~~The~~ **At Closing, the** Adjusted Purchase Price ~~payable by Buyer at Closing~~ shall be equal to the Purchase Price ~~plus (x) the total amount of the Purchase Price Increases as determined pursuant to Section 7.02(a) minus (y) minus~~ the total amount of the Purchase Price Reductions as determined pursuant to Section 7.02(b).

(d) On or before ~~ninety~~ **sixty (9060)** days after the Closing, a final settlement statement (the "**Final Settlement Statement**") will be prepared by Seller, setting forth the actual ~~Purchase Price Increases and~~ Purchase Price

Reductions (“**Final Adjustments**”). As soon as practicable, and in any event within thirty (30) days, after receipt of the Final Settlement Statement, Buyer shall return a written report containing any proposed changes to the Final Settlement Statement and an explanation of any such changes and the reasons therefor (the “**Dispute Notice**”). Any Dispute Notice shall include only objections based on (A) mathematical errors in the computation of the Final Adjustments or (B) the Final Adjustments not having been calculated in accordance with this Section 7.02. If Buyer fails to deliver a Dispute Notice within such thirty (30) day period, the Final Settlement Statement and the Final Adjustments shall become final and binding at the end of such period. If the Final Adjustments set forth in the Final Settlement Statement are mutually agreed upon by Seller and Buyer, the Final Settlement Statement and the Final Adjustments shall be final and binding on the Parties.

(e) If ~~the Parties~~ **Buyer and Seller** are unable to agree upon the Final Adjustments within thirty (30) days after Seller’s receipt of the Dispute Notice, then either Buyer or Seller may elect to refer their remaining differences to ~~{KPMG, LLP (“KPMG”)} or, if {KPMG} shall decline to accept such engagement, a nationally recognized firm of independent public accountants selected jointly by Buyer and Seller. If Buyer and Seller are unable to select independent public accountants within two (2) Business Days of {KPMG} declining to accept such engagement, either Buyer or Seller may thereafter request that the American Arbitration Association make such selection (as applicable, {KPMG}, the firm selected by Buyer and Seller or the firm selected by the American Arbitration Association is referred to as the “Accounting Arbitrator”)~~. The Accounting Arbitrator shall use its office located in Houston, Texas to resolve any dispute and shall be required to adopt the proposed amounts for the Final Adjustments submitted to the Accounting Arbitrator by either Buyer, on the one hand, or Seller, on the other hand. The Accounting Arbitrator shall have no power whatsoever to reach any other result and shall adopt the amount for the Final Adjustments that in its judgment is the closest to being in conformity with the provisions of this Agreement. The Accounting Arbitrator, Buyer and Seller shall use their commercially reasonable efforts to resolve the dispute within thirty (30) days of the engagement of the Accounting Arbitrator. If at any time prior to judgment by the Accounting Arbitrator, ~~the Parties~~ **Buyer and Seller** resolve their dispute, then notwithstanding the preceding provisions of this Section 7.01(e), the Accounting Arbitrator’s involvement promptly shall be discontinued and the Final Adjustments shall be revised, if necessary, to reflect such resolution and thereupon shall be final and binding on ~~the Parties~~ **Buyer and Seller**. All of the costs and expenses of the Accounting Arbitrator shall be borne by one-half by Buyer and one-half by Seller. The determination and decision of the Accounting Arbitrator shall be final and nonappealable and shall be valid and binding upon ~~the Parties hereto~~ **Buyer and Seller** and their successors and assigns and may be enforced in any court of competent jurisdiction. ~~The Parties hereto~~ **Buyer and Seller** shall make readily available to the Accounting Arbitrator all relevant books and records relating to the Final Adjustments and all other

items reasonably requested by the Accounting Arbitrator in connection therewith. The determination of the Accounting Arbitrator shall be binding and final for purposes of this Agreement.

(f) Within five (5) calendar days following either ~~(ix)~~ an agreement by ~~the Parties~~ Buyer and Seller on the Final Adjustments or ~~(iiy)~~ a determination by the Accounting Arbitrator as to such Final Adjustments, then:

(i) if the Purchase Price ~~plus (x) the total amount of the Purchase Price Increases included in the Final Adjustments minus (y)~~ minus the total amount of the Purchase Price Reductions included in the Final Adjustments is greater than the Adjusted Purchase Price, then Buyer shall ~~pay~~ increase the Credit Bid portion of the Adjusted Purchase Price by the amount of such excess ~~to Seller~~; and

(ii) if the Purchase Price ~~plus (x) the total amount of the Purchase Price Increases included in the Final Adjustments minus (y)~~ minus the total amount of the Purchase Price Reductions included in the Final Adjustments is less than the Adjusted Purchase Price, then ~~Seller shall pay the amount of such shortfall to Buyer~~ Buyer shall decrease the Credit Bid portion of the Adjusted Purchase Price by the amount of such excess and such excess amount shall be deemed to remain (A) outstanding against Seller and any of its assets not purchased hereby and (B) protected by and entitled to the benefit of the terms and provisions of the DIP Order and DIP Credit Agreement.

~~(iii) All amounts paid pursuant to this Section 7.02(f) shall be delivered in United States currency by wire transfer of immediately available funds to the account specified in writing by the relevant Party.~~

Section 7.03 Actions of Seller at Closing. At the Closing, Seller shall:

(a) execute and deliver to Buyer an assignment without any warranty whatsoever, express, implied, or statutory, but including rights of subrogation (other than to any Seller or any Affiliate of any Seller) ~~substantially in the form of Exhibit D~~ form and substance as is customary for similar transactions (the “**Assignment**”) covering the Assets, and such other instruments, in form and substance mutually agreed upon by Buyer and Seller, as may be reasonably necessary to convey ownership, title and possession of the Assets to Buyer as contemplated by this Agreement, and shall otherwise deliver to Buyer possession of the Assets;

(b) deliver executed statements described in Treasury Regulation §1.1445-2(b)(2) certifying that Seller is not (A) an entity disregarded as separate from its owner for U.S. federal income tax purposes, and (B) is not a “foreign person” as defined in Section 1445 of the Code;

(c) deliver to Buyer a certificate duly executed by an authorized officer of Seller, dated as of Closing Date, certifying on behalf of Seller that the conditions set forth in Sections ~~6.26.02~~(a) and 6.02(b) have been fulfilled;

(d) deliver a certificate from the secretary or a senior officer of Seller certifying and attaching a copy of the resolutions or written consent of the governing body of Seller approving this Agreement and the transactions contemplated hereby; and

(e) execute, acknowledge and deliver any transfer orders, division orders, letters of resignation of Seller as operator, and any other agreements and take any other actions provided for herein or which are reasonably necessary to effectuate the transactions contemplated hereby.

Section 7.04 Actions of Buyer at Closing. At the Closing, Buyer shall:

(a) deliver to Seller the ~~Adjusted Purchase Price, less the Deposit,~~Closing Cash Payment by wire transfer as set forth in Section 3.01;

(b) deliver to Seller a certificate duly executed by an authorized officer of Buyer, dated as of Closing Date, certifying on behalf of Buyer that the conditions set forth in Sections ~~6.16.01~~(a) and 6.01(b) have been fulfilled;

(c) deliver a certificate from the secretary or a senior officer of Buyer certifying and attaching a copy of the resolutions or written consent of the governing body of Buyer approving this Agreement and the transactions contemplated hereby; and

(d) execute, acknowledge and deliver any transfer orders, division orders and any other agreements and take any other actions provided for herein or which are reasonably necessary to effectuate the transactions contemplated hereby; ~~and.~~

~~(e) deliver, by wire transfer, the Delinquent ORRIs/NPIs amounts to the respective owed Third Parties as set forth in Schedule 4.01(j);~~

ARTICLE VIII CERTAIN ~~POST-CLOSING~~ADDITIONAL OBLIGATIONS

Section 8.01 ~~Operation of the Assets After Closing~~Transition Services. It is expressly understood and agreed that ~~neither Buyer and Seller nor any of its Affiliates shall be obligated to continue operating any of the Assets, or to provide any support services relating thereto, upon and after the Closing.~~ shall negotiate in good faith and enter into an agreement effective as of the Closing pursuant to which Seller and its Subsidiaries (other than the Purchased Entities), as applicable, will provide to Buyer certain transition support services requested by Buyer, if any, that are similar to transition support services provided in comparable transactions (taking into account the nature of the Assets) on customary terms.

Section 8.02 ~~ORRI/NPI Claims.~~ Matters.

~~(a) The Parties agree that Seller shall be entitled to (A) the economic benefit and (B) any increase in the value of the Assets that are encumbered by any overriding royalty interests, net profits interests or similar burdens that are subject to the ORRI/NPI Claims, in each case that results from any litigation result, settlement, disgorgement or other resolution of any ORRI/NPI Claim in favor of the Seller, and the Parties shall take all such actions as are reasonably necessary to give effect to the foregoing. In furtherance of, but without limitation of, the foregoing:~~

~~(i) Buyer shall cooperate with Seller and shall provide or cause to be provided commercially reasonable assistance to Seller as requested by Seller (at Seller's expense) in connection with the ORRI/NPI Claims, including seeking payment of any Disgorged Payment if a right to payment exists;~~

~~(a) (ii) Buyer shall promptly provide to Seller all written statements, claims and other documents or correspondence received in connection with any overriding royalty interests, net profits interests or similar burdens on the Assets that are subject to any ORRI/NPI Claim or otherwise received related to any ORRI/NPI Claim, and Buyer shall not, directly or indirectly, terminate or cancel, or amend or waive any material provision of, or exchange, any overriding royalty interests, net profits interests or similar burdens on the Assets that are subject to the ORRI/NPI Claims without obtaining the prior written consent of the Seller;~~
Settlement of Claims. Seller shall not, without the prior written consent of Buyer, settle, compromise, agree to settle or compromise or otherwise release or discharge any Person in connection with the ORRI/NPI Claims.

~~(b) (iii) in the event that an ORRI/NPI Claim results in Seller~~
acknowledges that Buyer shall be entitled to the proceeds of any disgorgement, recovery or other return of distributions to Seller or Buyer or any of ~~its~~their respective Affiliates, successors or assigns that results from or in connection with any ORRI/NPI Claim (a "Disgorged Payment"), ~~then Buyer and Seller~~ shall promptly (and in any event within three (3) Business Days) transfer any such Disgorged Payment ~~to~~received by Seller or any of its Affiliates to Buyer by wire transfer in immediately available funds; ~~and.~~

~~(iv) in the event that an ORRI/NPI Claim results in an invalidation or reduction in the applicable overriding royalty interest, net profits interest or similar burden on the Assets, then Buyer shall promptly grant an interest to Seller in the applicable Assets that is as economically equivalent as possible to the invalidated overriding royalty interest, net profits interest or similar burden (or, if the overriding royalty interest, net profits interest or similar burden is reduced, equivalent to the amount of the reduction). Such newly granted interest shall be evidenced by~~

~~documentation reasonably acceptable to the Parties, and the Parties shall negotiate such documentation in good faith.⁴~~

~~(b) In addition, Seller shall be able to control the conduct of any ORRI/NPI Claim in its sole discretion, and nothing in this Agreement (including Section 5.01) shall be deemed to prevent or restrict the ability of Seller to settle or compromise any ORRI/NPI Claim and no consent of Buyer shall be required for any such settlement or compromise.~~

~~(e) In order to secure its obligations to direct the Disgorged Payments to Seller, at the Closing, Buyer shall execute and deliver a security agreement in the form attached as Exhibit F hereto under which Buyer grants to Seller a valid security interest in and to the Disgorged Payments and all proceeds thereof to be distributed in accordance with Section 8.02(a), together with such other ancillary agreements, instruments or certificates executed by Buyer as are reasonably necessary or appropriate to perfect such security interest.~~

~~(d) Buyer shall not sell, assign or otherwise transfer any of the Assets without causing the applicable buyer, assignee or transferee to agree to the provisions of this Section 8.02 with respect to such Assets.~~

Section 8.03 Files. To the extent any Files are not located with the Assets, Seller shall make copies of such Files, to the extent related to the Assets, available for pickup by Buyer within ten (10) days after the Closing and Buyer shall pick up such Files on such date or within five (5) days thereafter. Buyer recognizes that certain of the Files may contain information relating to assets or businesses of Seller and its Affiliates other than the Assets and that Seller and its Affiliates may retain copies thereof.

Section 8.04 Further Cooperation. After the Closing, and subject to the terms and conditions of this Agreement, each **Party of Buyer and Seller**, at the request of the other and without additional consideration, shall execute and deliver, or shall cause to be executed and delivered from time to time, such further instruments of conveyance and transfer and shall take such other action as the other Party may reasonably request to carry out the purposes and intents of this Agreement.

ARTICLE IX TERMINATION

Section 9.01 Right of Termination. This Agreement and the transactions contemplated hereby may be completely terminated at any time prior to the Closing:

- (a) by mutual written consent of ~~the Parties~~ **Buyer and Seller**;
- (b) by either **Party Buyer or Seller**, by written notice to the other Party, if any of the conditions set forth in Section 6.03 are not satisfied, have not

⁴NTD: Seller is willing to consider granting Buyer a negotiated right of first offer to purchase the income stream or value resulting from any invalidated ORRI or NPI on mutually agreeable terms.

been waived by such Party and are incapable of being satisfied by the Outside Date;

(c) by Seller, by written notice to Buyer, if any of the conditions set forth in Section 6.01 are not satisfied, have not been waived by Seller and are incapable of being satisfied by the Outside Date;

(d) by Buyer, by written notice to Seller if any of the conditions set forth in Section 6.02 are not satisfied, have not been waived by Buyer and are incapable of being satisfied by the Outside Date;

(e) by either **Party Buyer or Seller**, by written notice to the other Party, if the Closing does not occur on or prior to the Outside Date; provided, however, that the right to terminate this Agreement under Section 9.01(e) shall not be available to any Party whose breach of a representation or warranty in this Agreement or whose action or failure to act in breach of this Agreement has been a principal cause or resulted in the failure of the Closing to occur on or before such date;

(f) by either **Party Buyer or Seller**, by written notice to the other Party, if the Bankruptcy Court approves any agreement for a transaction or series of related transactions, other than the transactions to be consummated under this Agreement, pursuant to which all or substantially all of the Assets will be acquired (whether pursuant to an asset sale, merger, stock purchase, a Chapter 11 plan or otherwise); ~~or~~

(g) by ~~either Party Buyer~~, by written notice to ~~the other Party Seller~~, if the Bankruptcy Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code; ~~or~~

(h) by the Administrative Agent, by written notice to Seller, if (i) the Required Lenders fail to designate (in a form and substance satisfactory to the Administrative Agent) Buyer under this Agreement prior to the Outside Date, (ii) Buyer fails to execute and deliver the joinder to this Agreement as contemplated by Section 5.12 prior to the Outside Date or (iii) the Administrative Agent determines that any additional approval of the Required Lenders is necessary in order to consummate the transactions contemplated hereby and such approval is not obtained, has not been waived by the Administrative Agent acting at the direction of the Required Lenders and is incapable of being obtained by the Outside Date.

For purposes of this Section 9.01, prior to the Joinder Date, the Administrative Agent acting at the direction of the Required Lenders may exercise any right of Buyer to terminate this Agreement on behalf of Buyer.

Section 9.02 Effect of Termination. In the event that Closing does not occur as a result of either **Party Buyer or Seller** exercising its right to terminate this Agreement

pursuant to [Section](#) 9.01, then upon such termination, this Agreement shall thereafter be null and void, without any Liability or obligation on the part of any Party under this Agreement, except that the provisions of Section 1.01, Section 1.02, ~~Sections 3.02(b), (c) and (d)~~ [Section 4.01\(h\), Section 4.02\(h\)](#), Section 5.04, this Section 9.02, Section ~~10.03, 10.02~~, Section 10.04, Section 10.05, Section 10.06, ~~Section 10.07~~, Section 11.01 and ARTICLE XII (other than Section 12.01 ~~and Section 12.02~~) shall survive any termination of this Agreement. Nothing in this Section 9.02 shall be deemed to impair the right of any Party to compel specific performance by any other party of its obligations under this Agreement.

ARTICLE X ASSUMPTION

Section 10.01 Assumption. Subject to the terms and conditions of this Agreement, as of the Closing, Buyer assumes and agrees to pay, perform and discharge, or cause to be paid, performed, and discharged, ~~all of~~ [only](#) the following obligations and Liabilities:

~~(a) all obligations (whether arising by Law or by Contract) to properly plug and abandon all wells and dismantle, decommission or remove all personal property, fixtures and related equipment attributable to the Properties or other Assets or hereafter attributable thereto regardless of whether such obligations arose prior to, on or after the Closing Date;~~

~~(b) all BOEM/BSEE bonding requirements for potential decommissioning liability with respect to the Assets;~~

~~(a)~~ [\(e\)](#) all Production Taxes and Non-Income Taxes allocable to Tax periods (or portion thereof) beginning on or after the Closing Date, pursuant to Section 12.01(a);

~~(b)~~ [\(d\)](#) all Liabilities attributable to the Assets arising from, attributable to, or alleged to be arising from or attributable to, a violation of or the failure to perform any obligation imposed by any Environmental Law, ~~regardless of whether arising prior to, on or~~ [\(to the extent attributable to the period from and](#) after the Closing Date);

~~(c)~~ [\(e\)](#) all obligations to settle any Imbalances, regardless of whether such Imbalances arose prior to, on or after the Closing Date;

~~(d)~~ [\(f\)](#) all obligations applicable to the lessee under [the terms of](#) any of the [transferred](#) Leases from and after the Closing Date;

~~(e)~~ [\(g\)](#) all Contract Cure Amounts with respect to the Assigned Contracts;

~~(h) all obligations and Liabilities to pay working interests, net profits interests, overriding royalties and other interests, owners revenues or proceeds~~

~~attributable to sales of Hydrocarbons relating to the Properties that are held in suspense, the Delinquent ORRIs/NPIs and the Additional Cure Amounts;~~

~~(i) all Transfer Taxes and any interest and penalties attributable to the failure to make timely payments of such amounts prior to Closing;~~

~~(f) (j) the Assumed Seller Taxes;~~

~~(g) (k) all obligations to any working interest owners with respect to joint interest billings under the Assigned Contracts; and~~

~~(h) (l) all other Liabilities with respect~~ **directly related** to the Assets (other than (i) ~~Income Taxes~~ attributable to ~~the period~~ **Tax Periods (or portions thereof) beginning** prior to ~~and including~~ the Closing Date, (ii) Liabilities related to the Debt Facilities **and other Liens** and (iii) Liabilities to any advisors, including financial, engineering, technical, legal and accounting advisors, in connection with the transactions contemplated in this Agreement or in connection with the Bankruptcy Case) ~~arising on or in each case, to the extent first arising and relating to facts and circumstances first occurring~~ after the Closing Date.

All such assumed obligations and Liabilities described above in this Section 10.01 are collectively referred to herein as the “**Assumed Obligations.**”

~~Section 10.02 Indemnification by Buyer.~~

~~(a) From and after the Closing, Buyer shall indemnify, defend and hold harmless Seller and each of the Seller Representatives from and against any and all Liabilities to the extent arising or resulting from any Assumed Obligations.~~

~~(b) Indemnification Procedures.~~

~~(i) Procedures Relating to Indemnification of Third Party Claims. If Seller or any Seller Representative (the “**Indemnified Party**”) receives written notice of the commencement of any action or proceeding or the assertion of any claim by a Third Party or the imposition of any penalty or assessment for which indemnity may be sought under Section 10.02(a) (a “**Third Party Claim**”), and such Indemnified Party intends to seek indemnity pursuant to this Section 10.02, the Indemnified Party shall promptly provide Buyer with written notice of such Third Party Claim, stating the nature, basis and the amount thereof, to the extent known, along with copies of the relevant documents evidencing such Third Party Claim and the basis for indemnification sought. Failure of the Indemnified Party to give such notice will not relieve Buyer from liability on account of this indemnification, except if and to the extent that Buyer is actually prejudiced thereby. Buyer will have 45 days from receipt of any such notice of a Third Party Claim to give notice to assume the defense thereof. If notice to the effect set forth in the immediately preceding sentence is given by Buyer, Buyer will have the right to assume the~~

~~defense of the Indemnified Party against the Third Party Claim with counsel of its choice. So long as Buyer has assumed the defense of the Third Party Claim in accordance herewith, (i) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim, (ii) the Indemnified Party will not file any papers or consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed, and (iii) Buyer will not (A) admit to any wrongdoing or (B) consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim to the extent such judgment or settlement provides for equitable relief, in each case, without the prior written consent of the Indemnified Party (such written consent will not be withheld or delayed unreasonably). The parties will use reasonable best efforts to minimize Liabilities from Third Party Claims and will act in good faith in responding to, defending against, settling or otherwise dealing with such claims. The parties will also cooperate in any such defense and give each other reasonable access to all information relevant thereto. Whether or not Buyer has assumed the defense, Buyer will not be obligated to indemnify the Indemnified Party hereunder for any settlement entered into or any judgment that was consented to without Buyer's prior written consent.~~

~~(ii) Procedures for Non-Third Party Claims. The Indemnified Party will notify Buyer in writing promptly of its discovery of any matter that does not involve a Third Party Claim being asserted against or sought to be collected from the Indemnified Party, giving rise to the claim of indemnity pursuant to this Section 10.02. The failure so to notify Buyer shall not relieve Buyer from liability on account of this indemnification, except only to the extent that Buyer is actually prejudiced thereby. Buyer will have 45 days from receipt of any such notice to give notice of dispute of the claim to the Indemnified Party. The Indemnified Party will reasonably cooperate and assist Buyer in determining the validity of any claim for indemnity by the Indemnified Party and in otherwise resolving such matters.~~

~~(iii) Calculation of Indemnity Payments. The amount of any Liability for which indemnification is provided under this Section 10.02 shall be net of any amounts recovered or recoverable by the Indemnified Party under insurance policies with respect to such Liability and shall be (a) increased to take account of any net Tax cost actually incurred by the Indemnified Party arising from the receipt of indemnity payments hereunder (grossed up for such increase) and (b) reduced to take account of any net Tax benefit actually realized by the Indemnified Party arising from the incurrence or payment of any such indemnified amount. In computing the amount of any such Tax cost or Tax benefit, the Indemnified Party shall be deemed to recognize all other items of income,~~

~~gain, loss, deduction or credit before recognizing any item arising from the receipt of any indemnity payment hereunder or the incurrence or payment of any indemnified amount.~~

~~(iv) Tax Treatment of Indemnification. For all Tax purposes, Buyer and Seller agree to treat (and shall cause each of their respective Affiliates to treat) any indemnity payment under this Agreement as an adjustment to the Purchase Price unless a final determination by the IRS or other applicable Taxing Authority provides otherwise.~~

Section 10.02 ~~Section 10.03~~ Negligence and Fault. THE DEFENSE, RELEASE, ~~INDEMNIFICATION~~, HOLD HARMLESS, WAIVER AND LIMITATION OF LIABILITY OBLIGATIONS AND/OR PROVISIONS SET FORTH IN THIS AGREEMENT SHALL ENTITLE THE BENEFICIARY THEREOF TO SUCH DEFENSE, RELEASE, ~~INDEMNIFICATION~~, HOLD HARMLESS, WAIVER OR LIMITATION OF LIABILITY HEREUNDER IN ACCORDANCE WITH THE TERMS HEREOF, REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH RIGHT OR OBLIGATION IS THE RESULT OF: (A) STRICT LIABILITY, (B) THE VIOLATION OF ANY LAW BY SUCH BENEFICIARY OR BY A PRE-EXISTING CONDITION, OR (C) THE SOLE, CONCURRENT OR COMPARATIVE NEGLIGENCE OF SUCH BENEFICIARY THEREOF.

Section 10.03 ~~Section 10.04~~ Release.

(a) Except for the rights and obligations of the Parties specifically set forth in this Agreement, effective as of Closing, Buyer, on its own behalf and on behalf of its Affiliates, to the extent permitted by Law, hereby irrevocably and unconditionally releases, remises and forever discharges Seller and its Affiliates and all such parties' past, present and future shareholders, partners, members, board of directors and/or supervisors, managers, officers, employees, agents, representatives and advisors from any and all suits, legal or administrative proceedings, claims, demands, damages, losses, costs, Liabilities, interest or causes of action whatsoever, at Law or in equity, known or unknown, which Buyer or its Affiliates might now or subsequently may have, based on, relating to or arising out of this Agreement, the transactions contemplated hereby, the ownership, use or operation of the Assets or the condition, quality, status or nature of the Assets, including rights to contribution under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, breaches of statutory or implied warranties, nuisance or other tort actions, rights to punitive damages, common law rights of contribution and rights under insurance maintained by Seller or any of its Affiliates.

(b) Except for the rights and obligations of the Parties specifically set forth in this Agreement, effective as of Closing, Seller, on its own behalf and on behalf of its Affiliates, to the extent permitted by Law, hereby irrevocably and unconditionally releases, remises and forever discharges Buyer and its Affiliates and all such parties' past, present and future shareholders, partners, members,

board of directors and/or supervisors, managers, officers, employees, agents, representatives and advisors from any and all suits, legal or administrative proceedings, claims, demands, damages, losses, costs, Liabilities, interest or causes of action whatsoever, at Law or in equity, known or unknown, which Seller or its Affiliates might now or subsequently may have, based on, relating to or arising out of this Agreement, the transactions contemplated hereby, the ownership, use or operation of the Assets or the condition, quality, status or nature of the Assets, including rights to contribution under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, breaches of statutory or implied warranties, nuisance or other tort actions, rights to punitive damages, common law rights of contribution and rights under insurance maintained by Buyer or any of its Affiliates.

Section 10.04 ~~Section 10.05~~ Survival. The representations and warranties of ~~the Parties~~ **Buyer and Seller** contained herein and in the certificates delivered at Closing **(other than those contained in Sections 4.01(h) and 4.02(h))** shall terminate upon Closing and be of no further force or effect for any purpose. The covenants and other agreements of the Parties contained herein **and the representations contained in Sections 4.01(h) and 4.02(h)** shall survive the Closing (except to the extent otherwise specifically set forth in the applicable covenant or other agreement contained herein).

Section 10.05 ~~Section 10.06~~ Non-Compensatory Damages. Neither Buyer nor Seller shall be entitled to recover from the other, or their respective Affiliates, any indirect, special, consequential, punitive or exemplary damages, or damages for lost profits of any kind or loss of business opportunity, arising under or in connection with this Agreement or the transactions contemplated hereby, except to the extent any such Party suffers such damages (including costs of defense and reasonable attorneys' fees incurred in connection with defending of such damages) to a Third Party, which damages (including costs of defense and reasonable attorneys' fees incurred in connection with defending against such damages) shall not be excluded by this provision as to recovery hereunder. Subject to the preceding sentence, Buyer, on behalf of itself and each of its Affiliates, and Seller, on behalf of itself and each of its Affiliates, waive any right to recover any indirect, special, consequential, punitive or exemplary damages, or damages for lost profits of any kind or loss of business opportunity, arising in connection with or with respect to this Agreement or the transactions contemplated hereby.

Section 10.06 ~~Section 10.07~~ Specific Performance. Each of the Parties agrees that irreparable damage would occur and that the Parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each of the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, this being in addition to any other remedy to which it is entitled at law or in equity.

ARTICLE XI
LIMITATIONS ON REPRESENTATIONS AND WARRANTIES

Section 11.01 Disclaimers of Representations and Warranties.

(a) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN SECTION 4.01 OF THIS AGREEMENT, (I) SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED AND (II) SELLER EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO BUYER OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING, ~~WITHOUT LIMITATION,~~ ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO BUYER BY SELLER OR ANY OFFICER, DIRECTOR, SUPERVISOR, EMPLOYEE, AGENT, CONSULTANT, REPRESENTATIVE OR ADVISOR OF SELLER OR ANY OF ITS AFFILIATES).

(b) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.01 OF THIS AGREEMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (V) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY SELLER OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO BUYER, ITS AFFILIATES OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, AND (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT.

(c) SELLER EXPRESSLY DISCLAIMS AND NEGATES, AND BUYER HEREBY WAIVES (I) ANY IMPLIED OR EXPRESS WARRANTY

OF MERCHANTABILITY, (II) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (III) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (IV) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, (V) ANY CLAIMS BY BUYER FOR DAMAGES BECAUSE OF REDHIBITORY VICES OR DEFECTS, WHETHER KNOWN OR UNKNOWN AS OF THE DATE OF THIS AGREEMENT OR THE CLOSING DATE, AND (VI) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW; IT BEING THE EXPRESS INTENTION OF BOTH BUYER AND SELLER THAT, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN SECTION 4.01 OF THIS AGREEMENT, THE ASSETS SHALL BE CONVEYED TO BUYER IN THEIR PRESENT CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS," WITH ALL FAULTS, AND THAT BUYER HAS MADE OR SHALL MAKE PRIOR TO CLOSING SUCH INSPECTIONS AS BUYER DEEMS APPROPRIATE.

(d) OTHER THAN EXPRESSLY SET FORTH IN SECTION 4.01 OF THIS AGREEMENT, SELLER HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT, THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY. SUBJECT TO BUYER'S RIGHTS UNDER THIS AGREEMENT, BUYER SHALL BE ACQUIRING THE ASSETS WITH THE RECOGNITION THAT SUCH ACQUISITION IS "AS IS" AND "WHERE IS," WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION, AND BUYER ACKNOWLEDGES IT HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS BUYER DEEMS APPROPRIATE.

(e) SELLER AND BUYER AGREE THAT THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION 11.01 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

ARTICLE XII MISCELLANEOUS

Section 12.01 Tax Matters.

(a) Tax Allocation. The Non-Income Taxes imposed on a periodic basis (including real, personal and intangible property Taxes or ad valorem

property Taxes (“Property Taxes”) for which Seller shall be and remain liable is the amount of ~~Non-Income~~Property Taxes (other than the Assumed Seller Taxes) assessed with respect to the ownership or operation of the Assets for (i) any Tax period ending prior to the Closing Date and (ii) ~~the~~any Straddle Period multiplied by a fraction, the numerator of which is the number of days in the Straddle Period ending immediately prior to the Closing Date and the denominator of which is the number of days in the entire Straddle Period. The Production Taxes and Non-Income Taxes (except for Property Taxes) for which Seller shall be and remain liable is the amount of ~~Production~~such Taxes (other than the Assumed Seller Taxes) assessed with respect to the ownership or operation of the Assets for (i) any Tax period ending prior to the Closing Date and (ii) any Straddle Period, the Production Taxes or Non-Income Taxes that would be payable with respect to the ownership or operation of the Assets as of the end of the day immediately prior to the Closing Date as if such period were treated as ending as of the end of the day prior to the Closing Date. All Non-Income Taxes and Production Taxes with respect to the ownership or operation of the Assets arising on or after the Closing Date (including all Straddle Period Taxes not apportioned to Seller) shall be allocated to and borne by Buyer. The portion of Non-Income Taxes and Production Taxes to be borne by Seller and not paid by Seller on or prior to Closing shall be satisfied by a downward adjustment to the ~~Consideration~~Purchase Price pursuant to Section 7.02(b)(~~v~~)~~—~~~~The portion of Non-Income Taxes and Production Taxes to be borne by Buyer and paid by Seller prior to the Closing shall be satisfied by an upward adjustment to the Consideration pursuant to Section 7.02(a)(iv).~~ To the extent the actual amount of any such Non-Income Taxes and Production Taxes is not determinable at Closing, the most recent information available will be used to estimate the ~~Consideration~~Purchase Price adjustment pursuant to Section 7.02. Upon determination of the actual amount of estimated Production Taxes and Non-Income Taxes, and once no further payments are required under Section 7.02(f), ~~(x) Seller or Buyer, as applicable,~~ shall pay to ~~the other Party~~Buyer any additional amount necessary to satisfy its allocated share of Production Taxes and Non-Income Taxes no later than five (5) Business Days prior to the due date for such Taxes or (y) Buyer shall increase the Credit Bid portion of the Purchase Price by any amount necessary to satisfy its allocated share of Production Taxes and Non-Income Taxes, as applicable.

(b) Tax Returns and Cooperation in Tax Proceedings.

Notwithstanding anything in the Agreement to the contrary, for 120 days after the Closing Date, Seller shall cooperate with Buyer in connection with the filing of Tax Returns and any audit, litigation or other proceeding (each, a “**Tax Proceeding**”) with respect to Taxes imposed on or with respect to the Assets. Such cooperation shall include the retention and (upon Buyer’s request) the provision of records and information which are reasonably relevant to any such Tax Return or Tax Proceeding and making employees available (at Buyer’s sole expense) on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Seller shall prepare and file (i)

all Income Tax Returns for any Tax period of Seller that includes or ends with, respectively, the Closing Date, and (ii) all Non-Income Tax and Production Tax Returns of or in respect of the Assets for any Tax period ending on or prior to the Closing Date, provided, however, that any Non-Income Tax or Production Tax Returns for periods on or after the date hereof (other than any such Tax Returns prepared in the ordinary course and consistent with Seller's normal practice, which shall be made available to Buyer promptly after filing) shall be submitted to Buyer for its review and comments no later than ten (10) Business Days prior to the due date for such Tax Return. Buyer shall prepare and file all Non-Income Tax and Production Tax Returns of or in respect of the Assets for any Tax period that includes, but does not end on, the Closing Date, provided that, any such Tax Return that includes a Straddle Period shall be furnished to Seller for review and comment not later than ten (10) Business Days prior to the due date of such Tax Return. Buyer shall consider any comments from Seller in good faith but shall not be obligated to accept such comments.

(c) Transfer Taxes. ~~Buyer~~**Seller** shall be responsible for the filing of all Tax Returns and the payment of all state and local transfer, documentary, recording, sales, use, stamp, registration or other similar Taxes (the "**Transfer Taxes**") resulting from the transactions contemplated by this Agreement or any other transaction document and not eliminated through the application of Section 1146(a) of the Bankruptcy Code. Buyer and Seller shall cooperate in good faith to minimize, to the extent permissible under applicable Law, the amount of any such Transfer Taxes.

(d) Tax Contests. If any claim or demand for Non-Income Taxes or Production Taxes in respect of which Seller may be responsible pursuant to Section 12.01(a) is asserted in writing against Buyer, ~~or~~ any of Buyer's Affiliates, Buyer shall notify Seller of such claim or demand within 20 days of receipt thereof, and shall give Seller such information with respect thereto as Seller may reasonably request, provided, however, that later notice shall not relieve the responsibility of Seller under this Article XII unless Seller's defense to such claim is materially compromised as a result thereof. Seller may discharge, at any time, any payment obligations under Section 12.01(a) by paying to Buyer the amount payable pursuant to Section 12.01(a), calculated on the date of such payment. Seller may, at its own expense, participate in, and upon notice to Buyer, assume the defense of any such claim, suit, action, litigation, or proceeding (including any Tax audit). If Seller assumes such defense, Seller shall have the sole discretion as to the conduct of such defense and Buyer shall have the right (but not the duty) to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by Seller. No claim may be settled, however, without the written consent of Buyer, not to be unreasonably withheld, conditioned, or delayed, if such claim would adversely affect the Tax liability of Buyer after the Closing Date in any material way. Whether or not Seller chooses to defend or prosecute any claim, ~~all of the Parties hereto~~**Buyer and Seller** shall cooperate in the defense or prosecution thereof. Seller shall not be responsible under Section 12.01(a) for (a) any Non-Income Taxes or Production Taxes, the

payment of which was made by Buyer after the Closing without Seller's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, or (b) any settlements (i) effected by Buyer after the Closing without the prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed, or (ii) resulting from any claim, suit, action, litigation or proceeding with respect to which Seller was not notified pursuant to this Section 12.01(d).

1.

(e) Tax Treatment of Payments. Adjustments made pursuant to this Section 12.01 shall be treated for all Tax purposes as adjustments to the Final Purchase Price, unless otherwise required by applicable Law.

Section 12.02 ~~Names. As soon as reasonably possible after the Closing, but in no event later than 90 days after such Closing, Buyer shall remove the names of Seller and its Affiliates, including "ATP" and all variations thereof, from the Assets. [Reserved].~~

Section 12.03 ~~Entire Agreement.~~ This Agreement, the documents to be executed pursuant hereto and the exhibits and schedules attached hereto ~~and the Confidentiality Agreement~~ constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.

Section 12.04 ~~Publicity.~~ Each Party shall consult with the other ~~Party~~**Parties** prior to making any public release concerning this Agreement or the transactions contemplated hereby and, except as required by applicable Law or by any Governmental Authority or stock exchange (in which case the Party required to make such release shall allow the other ~~Party~~**Parties** reasonable time to comment on such release in advance of such issuance), no Party shall issue any such release without the prior written consent of the other ~~Party~~**Parties**, which consent shall not be unreasonably withheld or delayed.

Section 12.05 ~~No Third Party Beneficiaries.~~ Except with respect to ~~(a) the Persons included within the definition of Seller Representatives or Buyer Representatives (and in such cases, only to the extent expressly provided herein) and, (b) the Administrative Agent and the Lenders and their respective Affiliates with respect to Section 12.16 and (c) any permitted successor to Seller or Buyer,~~ **(a) the Persons included within the definition of Seller Representatives or Buyer Representatives (and in such cases, only to the extent expressly provided herein) and, (b) the Administrative Agent and the Lenders and their respective Affiliates with respect to Section 12.16 and (c) any permitted successor to Seller or Buyer,** this Agreement is for the sole benefit of the Parties and nothing in this Agreement shall provide any benefit to any Third Party or entitle any Third Party to any claim, cause of action, remedy or right of any kind.

Section 12.06 ~~Assignment. Neither Buyer nor Seller~~**No Party** may assign or delegate any of its rights or duties hereunder without the prior written consent of the other ~~Party~~**Parties** and any assignment made without such consent shall be void; provided, however, Buyer may assign this Agreement ~~to a wholly owned Subsidiary of Buyer or any rights hereunder to one or more wholly owned Subsidiaries of Buyer, or any other entity formed at the direction of the Required Lenders for purposes of~~

effecting the Credit Bid, without the consent of Seller; ~~and~~ provided further, however, that Seller may assign any of its rights hereunder ~~(including its rights contained in Section 8.02)~~ to any successor (including a liquidating trustee) ~~or other assignee~~ without the consent of Buyer or the Administrative Agent; provided further, however, in connection with the assignment of the Assets pursuant to the Credit Bid, the Administrative Agent may assign any of its rights or duties hereunder to Buyer. Any assignment made by Buyer or Seller as permitted hereby shall not relieve Buyer or Seller, as applicable, from any Liability or obligation hereunder. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

Section 12.07 Governing Law. THIS AGREEMENT AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ~~TEXAS~~NEW YORK, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION, AND THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE.

Section 12.08 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 ~~TEXAS HAVING SITUS IN HOUSTON, HARRIS COUNTY, TEXAS~~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 12.09 Notices. Any notice, communication, request, instruction or other document required or permitted hereunder shall be given in writing and delivered in person or sent by United States mail (postage prepaid, return receipt requested), telex, facsimile, telecopy or reliable overnight courier service to the addresses of ~~Seller and Buyer~~the Parties set forth below. Any such notice shall be effective (i) when delivered if delivered by hand or transmitted by facsimile (with acknowledgment received) during normal business hours or, if not delivered during normal business hours, on the next Business Day, (ii) two (2) Business Days after the same are sent if sent by certified or registered mail, postage prepaid, return receipt requested or (iii) one (1) Business Day

after the same are sent if sent by a reliable overnight courier service, with acknowledgment of receipt.

Seller: ATP Oil & Gas Corporation
Attention: President
4600 Post Oak Place
Suite 1000
Houston, Texas 77027
Phone (713) 622-3311

Buyer: _____

Attention: _____

Phone: _____

~~Fax: _____~~ Prior to the Joinder Date, notices to Buyer shall be delivered to the Administrative Agent. On or after the Joinder Date, notices to Buyer shall be delivered to such address and to such Persons as will be identified in the joinder delivered pursuant to Section 5.12.

Administrative Agent: Credit Suisse AG
Eleven Madison Avenue
New York, New York 10010
Attention: Tad Bender
Phone (212) 325-5163
Fax (212) 325-6665

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

Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, New York 10019
Attention: Paul H. Zumbro
_____ Damien R. Zoubek
Fax (212) 474-3700

~~Either~~ Each Party may, by written notice so delivered, change its address for notice purposes hereunder.

Section 12.10 Approval of the Bankruptcy Court. Notwithstanding anything herein to the contrary, any and all obligations under this Agreement are subject to approval of the Bankruptcy Court.

Section 12.11 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 12.12 Counterparts. This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument. Any signature hereto delivered by a Party by facsimile or electronic transmission shall be deemed an original signature hereto.

Section 12.13 Amendment and Waiver. This Agreement may be amended, supplemented, modified, superseded or canceled and any of the terms, covenants, representations, warranties or conditions hereof may be waived only by an instrument in writing signed by an authorized officer of each of the Parties or, in the case of a waiver, by or on behalf of the Party waiving compliance. No waiver of any of the provisions of this Agreement or rights hereunder shall be deemed or shall constitute a waiver of any other provisions hereof or right hereunder (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 12.14 Expenses. Except as set forth in the Bidding Procedures Order, whether or not the transactions contemplated by this Agreement are consummated, except as otherwise expressly provided herein, each of the Parties shall be responsible for the payment of its own respective costs and expenses incurred in connection with the negotiations leading up to and the performance of its respective obligations pursuant to this Agreement, including the fees of any attorneys, accountants, brokers or advisors employed or retained by or on behalf of such party.

Section 12.15 Schedules and Exhibits. The inclusion of any matter upon any Schedule or any Exhibit attached hereto does not constitute an admission or agreement that such matter is material with respect to the representations and warranties contained herein.

Section 12.16 Matters Relating to the Administrative Agent. The Administrative Agent has executed this Agreement at the direction of the Required Lenders in order to facilitate the transactions contemplated hereby. Each of the Parties acknowledges and agrees that, upon execution and delivery by Buyer of the joinder to this Agreement as contemplated by Section 5.12, the Administrative Agent will assign all of its rights to receive the Assets to Buyer, and Buyer hereby

agrees to accept such assignment in the manner contemplated by this Agreement, and that none of Seller's title to, control of or possession of any of the Assets, or any of Seller's obligations in respect of any of the Assumed Obligations, shall be transferred to or assumed by the Administrative Agent. Seller, on behalf of itself and its Affiliates, acknowledges and agrees that (a) neither the Administrative Agent nor any of its Affiliates, nor any Lender or its Affiliates, shall have any Liability or other obligation in the event of any failure of the Required Lenders to designate (in a form and substance satisfactory to the Administrative Agent, including with respect to indemnification of the Administrative Agent) Buyer under this Agreement, nor shall the Administrative Agent or any of its Affiliates or any Lender or any of its Affiliates (other than Buyer) have any Liability or other obligation for the failure of Buyer (after it has been designated as contemplated in this sentence) to execute and deliver the joinder to this Agreement as contemplated by Section 5.12 or in the event of any breach by Buyer of any of its obligations under this Agreement, including Buyer's obligations to accept such assignment from the Administrative Agent or to consummate the transactions in accordance with the terms of this Agreement and (b) neither the Administrative Agent nor any of its Affiliates or any Lender or any of its Affiliates (other than Buyer) shall in any way be deemed to be attributed or otherwise responsible for any of the representations, warranties, covenants, obligations or other agreements of Buyer under this Agreement. Each of Seller and Buyer, on behalf of itself and its respective Affiliates, acknowledges and agrees that neither the Administrative Agent nor any of its Affiliates shall have any Liability or other obligation in respect of any action taken or not taken by the Administrative Agent in connection with this Agreement at the direction of the Required Lenders.

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, Seller and ~~Buyer~~the Administrative Agent have executed this Agreement as of the date first written above.

SELLER:

~~ATP OIL & GAS CORPORATION~~

By: _____

BUYER:

By: _____

_____, _____
SELLER:

ATP OIL & GAS CORPORATION

By: _____

_____, _____

~~Exhibit A Part 1—Leases~~

~~[TO BE SUPPLEMENTED]~~

~~Exhibit A Part 2—Wells/Allocated Value~~

~~[TO BE SUPPLEMENTED]~~

~~Exhibit A Part 3—Permits, Servitudes Rights of Use, Easements and Rights of Way~~

~~[TO BE SUPPLEMENTED]~~

THE ADMINISTRATIVE AGENT:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, exclusively in its capacity as Administrative Agent for the Lenders

By: _____,

~~Exhibit A Part 4—Assigned Contacts~~

~~[TO BE SUPPLEMENTED]Exhibit A 5—Intellectual Property~~

~~[TO BE SUPPLEMENTED]~~

Part 3

EXHIBIT A
Definitions

Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Asset Purchase Agreement to which this Exhibit is attached.

As used in this Exhibit A, the following terms shall have the following meanings:

“**Clipper**” means the deepwater offshore project in the Green Canyon Block 300.

“**GC 300 Original Operating Rights Interest**” means the 55.31250% Operating Rights interest in GC 300 acquired by ATP Oil & Gas Corporation from Davis Offshore, L.P., and Stephens Production Company, LLC, pursuant to that certain Purchase and Sale Agreement dated effective as of May 30, 2008, by and between Davis Offshore, L.P. and Stephens Production Company, LLC, as Sellers, and ATP Oil & Gas Corporation, as Buyer.

“**GC 300 Stephens Operating Rights Interest**” means the 18.00000% Operating Rights interest in GC 300 acquired by ATP Oil & Gas Corporation from Stephens Production Company, LLC, pursuant to Operating Rights Assignment dated as of December 6, 2011, and Assignment and Bill of Sale dated as of December 6, 2011, effective as of June 1, 2011, from Stephens Production Company, LLC, to ATP Oil & Gas Corporation, recorded in Book 1874, Page 109, Instrument No. 1125344, Records of Lafourche Parish, Louisiana. Approval of such Operating Rights Interest Assignment by the BOEM is pending.

“**Included Blocks**” means each of the following: Atwater Valley Block 19, Atwater Valley Block 62, Breton Sound Area Block 45, Desoto Canyon Block 355, East Breaks Block 563, Eugene Island Block 281, Galveston Block 389, Garden Banks Block 388, Garden Banks Block 782, Green Canyon Block 344, Main Pass Area Block 123, Mississippi Canyon Block 304, Mississippi Canyon Block 667, Mississippi Canyon Block 668, Ship Shoal Area Block 105, Ship Shoal Area, South Addition, Block 351, Ship Shoal Area, South Addition, Block 358, Ship Shoal Area, South Addition, Block 361, South Timbalier Area, South Addition, Block 314, South Timbalier Area, South Addition, Block 317, South Timbalier Block 30, Viosca Knoll Block 863 and West Delta Block 58.

“**Net Profits Interest**” or “**NPI**” means a term overriding royalty interest measured by a percentage of the net profits received by the grantee thereof from Hydrocarbon production from the burdened Lease.

“**OCS**” means and refers to Outer Continental Shelf.

“**ONRR**” means and refers to the Office of Natural Resources Revenue, which is an agency in the Department of the Interior that is responsible for management of all revenues associated with both federal offshore and onshore mineral leases.

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

“**Telemark**” means the deepwater offshore project in the Atwater Valley Block 63, Mississippi Canyon Block 941 and Mississippi Canyon Block 942.

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

EXHIBIT A - Part 1
Leases and Wells

All of Seller's interests in the Leases and Wells listed herein and all other Leases and Wells, if any, that comprise Clipper, Telemark or are otherwise located in any of the Included Blocks. Notwithstanding the percentage Working Interest set forth below with respect to each Lease or Well, it is the intent that all of Seller's interest in such Lease or Well is to be conveyed to Buyer.

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%

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%

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%

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 1/2) 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 1/2) 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%,

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%

BRETON SOUND AREA BLOCK 45 - TRACT 29848

Lease:

Lease for Oil, Gas and Other Liquid or Gaseous Minerals, being identified as Louisiana State Lease No. 15683, dated effective April 14, 1997, by and between the State of Louisiana, as Lessor, and Stephen M. Jenkins & Associates, Inc., as Lessee, covering the entire Tract 29848, a portion of Block 45, Breton Sound Area ("**BS 45 - 29848**"), containing approximately 391.70 acres and recorded in the Conveyance Records of Plaquemines Parish, Louisiana, in Conveyance Book 893, Page 225 ("**SL 15683**").

Working Interest in BS 45 - 29848: None

Overriding Royalty Interest in BS 45 - 29848: 2.00000%

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%

SHIP SHOAL AREA, SOUTH ADDITION, BLOCK 358

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective June 1, 1998, bearing Serial No. OCS-G 19822, between the United States of America, as Lessor, and Tana Oil & Gas Corporation, as Lessee, covering all of Block 358, Ship Shoal Area, South Addition ("**SS 358**"), as shown on OCS Leasing Map, Louisiana Map No. 5A, containing approximately 5,000 acres ("**OCS-G 19822**").

Wells:

Well A-1 API Well Number 177124063400
Well A-1D API Well Number 177124063400
Well A-2 API Well Number 177124063500
Well A-3 API Well Number 177124064100
Well A-4 API Well Number 177124064300

Record Title Interest:

An undivided one hundred percent (100%) of the Record Title Interest in and to OCS-G 19822.

Working Interest in SS 358: 100% (except as to depths covered by the Operating Rights described below)

Net Revenue Interest in SS 358: (except as to depths covered by the Operating Rights described below)

First 8 Bcfe of production from Lease: 76.583333%

All subsequent production from Lease: 75.333333%

Operating Rights #1:

An undivided one hundred percent (100%) of the Operating Rights in and to OCS-G 19822, INsofar AND ONLY INsofar as said lease covers the depths from the surface of the earth to 100 feet below the total depth drilled in the OCS-G 12009 Well No. 1 in Ship Shoal Block 358 (11,129' TVD) ("**SS 358 Operating Rights #1**")

Working Interest in SS 358 Operating Rights #1: 100%

Net Revenue Interest in SS 358 Operating Rights #1:

First 8 Bcfe of production from Lease: 76.583333%

All subsequent production from Lease: 75.333333%

Operating Rights #2:

An undivided one hundred percent (100%) of the Operating Rights in and to OCS-G 19822, INsofar AND ONLY INsofar as said lease OCS-G 19822 COVERS AND EFFECTS the depth interval from 100 feet below the total depth drilled in the OCS-G 12009 Well No. 1 in Ship Shoal Block 358 (11,129' TVD) down to 50,000 feet subsea ("**SS 358 Operating Rights #2**").

Working Interest in SS 358 Operating Rights #2: 62.50%

Net Revenue Interest in SS 358 Operating Rights #2:

First 8 Bcfe of production from Lease: 48.333333%

All subsequent production from Lease: 47.70708%

SOUTH TIMBALIER AREA, SOUTH ADDITION, BLOCK 314 AND 317

Leases:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective September 1, 1995, bearing Serial No. OCS-G 15347, between the United States of America, as Lessor, and Ashland Exploration Inc. and Taurus Exploration U.S.A., Inc., as Lessee, covering all of Block 314, South Timbalier Area, South Addition ("**ST 314**"), as shown on OCS Leasing Map, Louisiana Map No. 6A, containing approximately 5000 acres ("**OCS-G 15347**").

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective September 1, 1995, bearing Serial No. OCS-G 15349, between the United States of America, as Lessor, and Pogo Producing Company and Petrobras America Inc., as Lessee, covering all of Block 317, South Timbalier Area, South Addition ("**ST 317**"), as shown on OCS Leasing Map, Louisiana Map No. 6A, containing approximately 5000 acres ("**OCS-G 15349**").

Working Interest (ST 314 and ST 317): None

Production Payment (ST 314 and ST 317):

A Five Million Dollar (US \$5,000,000) production payment in and to an undivided 26.66% Record Title Interest in OCS-G 15347 and OCS-G 15349 ("**Subject Record Title Interest**"), which applies only after Payout (as defined below), and is calculated as follows:

26.66% (Subject Record Title Interest) - 4.44334% (26.66% of ONRR Royalty) = 22.21666% (Net Revenue Interest) x 25% = 5.55416% (portion of total production from OCS-G 15347 and OCS-G 15349 subject to production payment).

ATWATER VALLEY BLOCK 19

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective August 1, 2008, bearing Serial No. OCS-G 32556, between the United States of America, as Lessor, and ATP Oil & Gas Corporation, as Lessee, covering all of Block 19, Atwater Valley ("**OCS-G 32556**"), as shown on OCS Official Protraction Diagram, NG 16-01, containing approximately 5,760.00 acres, INsofar AND ONLY INsofar as lease OCS-G 32556 covers depths from the surface down to and including 23,499' TVDSS ("**AT 19**").

A. Operating Rights:

An undivided one hundred percent (100%) of the Operating Rights in and to OCS-G 32556, INsofar AND ONLY INsofar as OCS-G 32556 covers depths from the surface down to and including 23,499' TVDSS.

Working Interest (AT 19): 100%

Net Revenue Interest (AT 19): 81.25000%

B. Overriding Royalty Interest (Deep Rights): 1.00000%

An overriding royalty interest equal to one percent (1%), not proportionately reduced, in and to OCS-G 32556, INsofar AND ONLY INsofar as OCS-G 32556 covers depths below 23,499' TVDSS ("**Deep Rights**").

ATWATER VALLEY BLOCK 62

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective August 1, 2008, bearing Serial No. OCS-G 32560, between the United States of America, as Lessor, and ATP Oil & Gas Corporation, as Lessee, covering all of Block 62, Atwater Valley ("**AT 62**"), as shown on OCS Official Protraction Diagram, NG 16-01, containing approximately 5,760.00 acres ("**OCS-G 32560**").

Record Title Interest:

An undivided one hundred percent (100%) of the Record Title Interest in and to OCS-G 32560.

Working Interest (AT 62): 100%

Net Revenue Interest (AT 62): 81.25000%

DESOTO CANYON BLOCK 355

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective March 1, 2008, bearing Serial No. OCS-G 31544, between the United States of America, as Lessor, and ATP Oil & Gas Corporation, as Lessee, covering all of Block 355, De Soto Canyon ("**DC 355**"), as shown on OCS Official Protraction Diagram, NH 16-11, containing approximately 5,760.00 acres ("**OCS-G 31544**").

Record Title Interest:

An undivided one hundred percent (100%) of the Record Title Interest in and to OCS-G 31544.

Working Interest (DC 355): 100%

Net Revenue Interest (DC 355): 83.33333%

EAST BREAKS BLOCK 563

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective October 1, 2007, bearing Serial No. OCS-G 31102, between the United States of America, as Lessor, and ATP Oil & Gas Corporation, as Lessee, covering all of Block 563, East

Breaks ("**EB 563**"), as shown on OCS Official Protraction Diagram, NG 15-01, containing approximately 5,760.00 acres ("**OCS-G 31102**").

Record Title Interest:

An undivided one hundred percent (100%) Record Title Interest in and to OCS-G 31102.

Working Interest (EB 563): 100%

Net Revenue Interest (EB 563): 79.333333%

EUGENE ISLAND AREA, SOUTH ADDITION, BLOCK 281

Lease:

Oil and Gas Lease of Submerged Lands, bearing Serial No. OCS-G 09591 effective as of May 1, 1988, by the United States of America, as Lessor, in favor of Hall-Houston Oil Company, as Lessee, covering all of Block 281, Eugene Island Area, South Addition ("**EI 281**"), as shown on OCS Official Leasing Map, Louisiana Map No. 4A, containing approximately 5,000 acres ("**OCS-G 09591**").

Operating Rights:

An undivided 45.24999% of the Operating Rights in and to OCS-G 09591, INsofar AND ONLY INsofar as such OCS-G 09591 covers the West Half of the Northwest Quarter of the Northwest Quarter (W/2NW/4NW/4) from the surface down to a depth 100 feet below 7,850 feet measured depth ("**EI 281 Operating Rights**").

Working Interest (EI 281 Operating Rights): 45.24999%

Net Revenue Interest (EI 281 Operating Rights): 33.37186%

GARDEN BANKS BLOCK 388

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective December 1, 2006, bearing Serial No. OCS-G 30792, between the United States of America, as Lessor, and ATP Oil & Gas Corporation, as Lessee, covering all of Block 388, Garden Banks ("**GB 388**"), as shown on OCS Official Protraction Diagram, NG 15-02, containing approximately 5,760 acres ("**OCS-G 30792**").

Record Title Interest:

An undivided one hundred percent (100%) of the Record Title Interest in and to OCS-G 30792.

Working Interest (GB 388): 100%

Net Revenue Interest (GB 388): 84.50000%*

GARDEN BANKS BLOCK 782

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective May 1, 2010, bearing Serial No. OCS-G 33810, from the United States of America, as Lessor, to ATP Oil & Gas Corporation, as Lessee, covering all of Block 782, Garden Banks ("**GB 782**"), as shown on OCS Official Protraction Diagram, NG 15-2, containing approximately 5,760 acres ("**OCS-G 33810**").

Record Title Interest:

An undivided one hundred percent (100%) of the Record Title Interest in and to OCS-G 33810.

Working Interest (GB 782): 100%

Net Revenue Interest (GB 782): 81.25000%

GREEN CANYON BLOCK 344

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective July 1, 2009, bearing Serial No. OCS-G 33246, between the United States of America, as Lessor, and ATP Oil & Gas Corporation, as Lessee, covering all of Block 344, Green Canyon ("**GB 344**"), as shown on OCS Official Protraction Diagram, NG 15-03, containing approximately 5,760.00 acres ("**OCS-G 33246**").

Record Title Interest:

An undivided 55.31250% of the Record Title Interest in and to OCS-G 33246.

Working Interest (GB 344): 55.31250%

Net Revenue Interest (GB 344): 43.28203%

MISSISSIPPI CANYON BLOCK 304

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective June 1, 2008, bearing Serial No. OCS-G 32310, between the United States of America, as Lessor, and ATP Oil & Gas Corporation, as Lessee, covering all of Block 304, Mississippi

Canyon ("MC 304"), as shown on OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760.00 acres ("OCS-G 32310").

Record Title Interest:

An undivided one hundred percent (100%) of the Record Title Interest in and to OCS-G 32310.

Working Interest: 100%

Net Revenue Interest: 81.25000%

MISSISSIPPI CANYON BLOCK 667

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective June 1, 2005, bearing Serial No. OCS-G 27294, between the United States of America, as Lessor, and ATP Oil & Gas Corporation, as Lessee, covering all of Block 667, Mississippi Canyon ("MC 667"), as shown on OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760.00 acres ("OCS-G 27294").

Record Title Interest:

An undivided one hundred percent (100%) of the Record Title Interest in and to OCS-G 27294.

Working Interest (MC 667): 100%

Net Revenue Interest (MC 667): 87.50000%

MISSISSIPPI CANYON BLOCK 668

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective June 1, 2005, bearing Serial No. OCS-G 27295, between the United States of America, as Lessor, and ATP Oil & Gas Corporation, as Lessee, covering all of Block 668, Mississippi Canyon ("MC 668"), as shown on OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760.00 acres ("OCS-G 27295").

Record Title Interest:

An undivided one hundred percent (100%) of the Record Title Interest in and to OCS-G 27295.

Working Interest (MC 668): 100%

Net Revenue Interest (MC 668): 87.50000%

SHIP SHOAL AREA BLOCK 105

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective August 1, 1988, bearing Serial No. OCS-G 9614, between the United States of America, as Lessor, and Union Pacific Resources Company, as Lessee, covering all of Block 105, Ship Shoal Area ("**SS 105**"), as shown on OCS Official Leasing Map, Louisiana Map No. 5, containing approximately 5,000 acres ("**OCS-G 9614**").

A. Operating Rights:

An undivided one hundred percent (100%) of the Operating Rights in and to OCS-G 9614, INsofar AND ONLY INsofar as the Lease covers the northwest quarter (NW/4), and north half of northwest quarter of southwest quarter (N/2NW/4SW/4) as to depths and formations from the surface of the earth to one hundred feet (100') below the stratigraphic equivalent depth of 12,906 feet true vertical depth as found in the OCS-G 9614 No. 2 Well ("**SS 105 Operating Rights**")

Working Interest (SS 105 Operating Rights): 100%

Net Revenue Interest (SS 105 Operating Rights): 80.53190%

B. Overriding Royalty Interest (SS 105 Operating Rights): 2.00000%

SHIP SHOAL AREA, SOUTH ADDITION, BLOCK 361

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective July 1, 2010, bearing Serial No. OCS-G 33651, between the United States of America, as Lessor, and ATP Oil & Gas Corporation, as Lessee, covering all of Block 361, Ship Shoal Area, South Addition ("**SS 361**"), as shown on OCS Leasing Map, Louisiana Map No. 5A, containing approximately 5,000 acres ("**OCS-G 33651**").

Record Title Interest:

An undivided one hundred percent (100%) of the Record Title Interest in and to OCS-G 33651.

Working Interest (SS 361): 100%

Net Revenue Interest (SS 361): 81.25000%

SOUTH TIMBALIER BLOCK 30

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective May 1, 1993, bearing Serial No. OCS-G 13928, between the United States of America, as Lessor, and Falcon South Power, Inc., as Lessee, covering all of Block 30, South Timbalier Area ("**ST 30**"), as shown on OCS Leasing Map, Louisiana Map No. 6, containing approximately 5000 acres ("**OCS-G 13928**").

A. Record Title Interest:

An undivided one hundred percent (100%) of the Record Title Interest in and to OCS-G 13928.

Working Interest (ST 30): 100% (excluding the Deep Operating Rights†)

Net Revenue Interest (ST 30): 67.33333% (excluding the Deep Operating Rights†)

B. Overriding Royalty Interest (ST 30): 2.00000% (excluding the Deep Operating Rights†)

ATP Oil & Gas Corporation holds an overriding royalty interest equal to 2.00000%, not proportionately reduced, in and to the depths above 4,000 feet (true vertical depth) and below 50,000 feet (true vertical depth).

†"**Deep Operating Rights**" means Operating Rights covering depths between 4,000 feet (true vertical depth) and 50,000 feet (true vertical depth).

VIOSCA KNOLL BLOCK 863

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective February 1, 2008, bearing Serial No. OCS-G 31462, between the United States of America, as Lessor, and ATP Oil & Gas Corporation, as Lessee, covering all of Block 863 ("**VK 863**"), Viosca Knoll, as shown on OCS Official Protraction Diagram, NH 16-07, containing approximately 5,760 acres ("**OCS-G 31462**").

Record Title Interest:

An undivided one hundred percent (100%) of the Record Title Interest in and to OCS-G 31462.

Working Interest (VK 863): 100%

Net Revenue Interest (VK 863): 79.33333%

GALVESTON BLOCK 389

Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective November 1, 1996, bearing Serial No. OCS-G 17133, between the United States of America, as Lessor, and Ashland Exploration, Inc., as Lessee, covering all of Block 389, Galveston Area ("**GA 389**"), as shown on OCS Official Leasing Map, Texas Map. No. 6, containing approximately 5,760 acres ("**OCS-G 17133**").

Record Title Interest: None

Working Interest (GA 389): None

Overriding Royalty Interest (GA 389): 1.00000%

An undivided one percent (1%) of six-sixths (6/6ths) overriding royalty interest in and to OCS-G 17133.

WEST DELTA BLOCK 58

Lease:

Oil and Gas Lease of Submerged Lands, bearing Serial No. OCS 0146, formerly State Lease 983, dated effective April 23, 1947, by and between the State of Louisiana, as Lessor, in favor Continental Oil Company, Cities Service Oil Company, The Atlantic Refining Company and Tide Water Associated Oil Company, as Lessees, covering Block 58, West Delta Area ("**WD 58**"), Official Leasing Map, Louisiana Map No. 8, containing approximately 5,000 acres and certified as a federal lease under Section 6(b) of the Outer Continental Shelf Lands Act of August 7, 1953, pursuant to Decision of the Department of Interior dated September 24, 1954 ("**OCS 0146**").

Operating Rights:

An undivided seventy-five percent (75%) of the Operating Rights in and to OCS 0146, INsofar AND ONLY INsofar as such Lease covers the Northwest Quarter of the Northwest Quarter of the Northeast Quarter (NW/4NW/4NE/4) and the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter (NE/4NE/4NW/4) of Block 58, West Delta Area, containing approximately 160 acres, more or less, and further limited to depths from the surface of the earth down to one-hundred feet (100') below the stratigraphic equivalent of 12,570 feet Measured Depth, being the deepest depth completed as found on the electric log for the Tana Oil and Gas Corporation OCS 0146 Well No. 4 located on Block 58, West Delta Area ("**WD 58 Operating Rights**").

Working Interest (WD 58): 75%

Net Revenue Interest (WD 58): 62.20312%

EXHIBIT A

Part 2

Overriding Royalty Interests and Net Profits 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**”).

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**”).

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 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.
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, 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.
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 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.

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 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**”).

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 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.
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 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.
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, subject to 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.

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**”).

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

1. 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.
2. 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.
3. 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.

4. Amended and Restated Farmout Agreement dated as of March 24, 2011, between ATP Oil & Gas Corporation and SEACOR Marine LLC.
5. 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.

EXHIBIT A**Part 3****Rights of Way, Pipeline Segments, Rights of Use and Easement, and Permits**

TYPE	DESCRIPTION	AREA- BLOCK
Right of Way	Right of Way OCS-G 25331, Segment Number 14469, approved December 8, 2003.	EUGENE ISLAND-281
Right of Way	Pipeline Right of Way OCS-G 26992, Segment Number 15674, approved August 31, 2006.	SHIP SHOAL-351
Right of Way	Pipeline Right of Way OSC-G 25270, Segment Number 14239, approved July 24, 2003.	SHIP SHOAL-358
Pipeline Segment	Pipeline Segment Number 14238 approved August 5, 2003.	SHIP SHOAL-358
Right of Way	Pipeline Right of way OCS-G 28580, Segment Number 16173 approved September 24, 2009	ATWATER VALLEY-63
Pipeline Segment	Pipeline Segment Number 16227 approved June 1, 2012.	GREEN CANYON-299
Right of Way	Pipeline Right of Way OCS-G 28583, Segment Number 16190, approved June 1, 2012.	GREEN CANYON-299
Right of Way	Pipeline Right of Way OCS-G 28584, Segment Number 16192, 16193, and 16194, approved June 1, 2012.	GREEN CANYON-299
Right of Way	Pipeline Right of Way OCS-G 28580, Segment Number 16181, approved September 24, 2009.	MISSISSIPPI CANYON-941
Right of Way	Pipeline Right of Way OCS-G 17678, Segment Number 11246, approved December 12, 1996.	WEST DELTA-58

Together with all Permits that relate to the ownership or operation of any of the Assets.

Exhibit A – Part 4(a)**Assigned Contracts**

Except as set forth in Exhibit A Part 4(b), all Contracts related to Telemark, Clipper and the Included Blocks, including the Contracts listed below are Assigned Contracts as defined in Asset Purchase Agreement to which this Exhibit A – Part 4(a) is attached.

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 Schedule, Exhibit B dated February 1, 2008	ATWATER 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,	ATWATER

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
	2005, as amended as of February 1, 2008	VALLEY-63
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") 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 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

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
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 March 1, 2010 as amended effective as of December 1, 2010 and July 1, 2011	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 Equity, LP	Multiple Indebtedness Mortgage by ATP in Favor of the Royalty Owners dated January 26, 2010.	Undefined
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 Agreement dated January 15, 2013	GREEN CANYON-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

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
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
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
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 31462, dated February 1, 2008, wherein debtor has a leasehold interest	EAST BREAKS-563

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
Energy Management	Continental Shelf Lands Act, number OCS-G 31102, dated October 1, 2007 wherein debtor has a leasehold interest	

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 December 1, 2005, as amended. Larose Gas Processing Plant and Paradis Fractionation Facility and amendments effective December 1, 2009	MISSISSIPPI 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

COUNTERPARTY	DESCRIPTION	AREA-BLOCK
	November 1, 2005).	
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

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
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
Petrobras America Inc	Offshore Operating Agreement Dated May 1, 1990.	MAIN PASS-123
Pogo Gulf Coast, Ltd	Offshore Operating Agreement Dated May 1, 1990.	MAIN PASS-123
Energy XXI GOM LLC	Pipeline Use and Compensation Agreement dated February 27, 2009	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
ENI Trading and Shipping Co	Pipeline Use and Compensation Agreement dated February 27, 2009	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
Manta Ray Offshore Gathering Company, LLC	Firm Gas Gathering Agreement dated February 1, 2004, as amended.	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
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

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
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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
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 Mutal 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

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
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 America Production Company	Gas Processing Agreement effective January 24, 2001, as amended
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
Conestoga Supply Corporation	Letter confirming prices for monthly storage and loading charges for Canyon Express inventory dated January 18, 2008
Cook Inlet Energy Supply LLC	Base Contract for Sale and Purchase of Natural Gas entered into March 30, 2006
CRT Series, A Separate Series of Q-Blk Co- Investment Fund II, L.P.	Transfer Notice and Instruction Purchase Agreement, Term Conveyance and Perpetual Conveyance effective January 5, 2010
Dolphin Services, LLC	Equipment rental in relation to oil and gas operations
EFS-R LLC	Contribution and Purchase Agreement between ATP Infrastructure Partners, L.P., ATP IP- GP, LLC, ATP IP-LP, LLC, ATP Holdco, LLC and EFS-R LLC dated February 13, 2009
EFS-R LLC	Escrow Agreement between ATP Infrastructure Partners, L.P., EFS-R LLC, and JP Morgan Chase Bank, National Association dated March 13, 2009
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
Exelis Inc., d/b/a ITT Exelis A/K/A ITT Corp.	Liaison Agreement for installation on innovator platform dated October 21, 2008.
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
GE Energy Financial Services, Inc.	Letter Agreement of acquisition of certain oil and gas gathering pipes June 22, 2009.
GE Energy Financial Services, Inc.	Letter Agreement of Master Limited Partnership effective March 6, 2009.
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.
JP Morgan Chase Bank, NA	Escrow Agreement between ATP Infrastructure Partners, L.P., EFS-R LLC, and JP Morgan Chase Bank, National Association dated March 13, 2009
K2 Royalty Corp., Inc.	Transfer Notice and Instruction Purchase Agreement, Term Conveyance and Perpetual Conveyance effective January 5, 2010
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
Mariner Energy, Inc.	Canyon Express Pipeline System Operating Agreement, as amended, by and between TotalFinaElf E&P USA, Inc., Mariner Energy, Inc., Pioneer Natural Resources USA, Inc., Amoco Production Company, and Marathon Oil Company, effective June 1, 2000.
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
Nexen Petroleum U.S.A., Inc.	Anchor Pattern Conflict Agreement dated October 18, 2005.
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
Prologis Corporation	On Going support agreement for performing IT services in relation to oil & gas operations dated March 2, 2009.
Scslumberger 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
Spectrum Investment Partners, L.P.	Transfer Notice and Instruction Purchase Agreement, Term Conveyance and Perpetual Conveyance effective January 5, 2010
Spectrum Origination LLC	Transfer Notice and Instruction Purchase Agreement, Term Conveyance and Perpetual Conveyance effective January 5, 2010
Stonehill Institutional Partners, L.P.	Transfer Notice and Instruction Purchase Agreement, Term Conveyance and Perpetual Conveyance effective January 5, 2010
Teachers Insurance and Annuity Association of America	Consent and Agreement pursuant to a Note Purchase Agreement between ATP Oil & Gas Corporation, Gomez Hub Pipeline Partners, LP, and Teachers Insurance and Annuity Association of America dated 2011
Tiger Offshore Rental Ltd.	Equipment rental in relation to oil and gas operations
United Stated Environmental Services LLC	Environmental Service Agreement for environmental remediation services dated April 18, 2011
US Taxable Series, A Separate Series of Q-Blk Co- Investment Fund II, L.P.	Transfer Notice and Instruction Purchase Agreement, Term Conveyance and Perpetual Conveyance effective January 5, 2010
US Tax-Exempt Series, A Separate Series of Q-Blk Co- Investment Fund II, L.P.	Transfer Notice and Instruction Purchase Agreement, Term Conveyance and Perpetual Conveyance effective January 5, 2010
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.
Bluewater Industries LP	Farmout Agreement Dated September 1, 2009
ANR Pipeline Company	Flash Gas Waiver Letter dated October 31, 2001
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.
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
Oceanearing 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 Experts Limited	Software Perpetual License Agreement Limited Warranty, as amended, dated November 8, 2005.			License

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Exhibit A - Part 4(b)

Excluded Contracts

All Contracts other than the Assigned Contracts listed on Exhibit A – Part 4(a) together with any Contracts excluded as Rejected Assets in accordance with Section 2.02 of the Asset Purchase Agreement to which this Exhibit is attached.

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Exhibit A-Part 5**Intellectual Property**

PAT#	Filing Date	Issue Date	Title
6,932,121	Jul 30, 2004	Aug 23, 2005	Method for offloading and storage of liquefied compressed natural gas
6,955,503	Jul 30, 2004	Oct 18, 2005	Method for salvaging offshore jackets
6,964,180	Jul 30, 2004	Nov 15, 2005	Method and system for loading pressurized compressed natural gas on a floating vessel
7,155,918	Jun 4, 2004	Jan 2, 2007	System for processing and transporting compressed natural gas
7,237,391	Jun 4, 2004	Jul 3, 2007	Method for processing and transporting compressed natural gas
7,240,498	Jun 4, 2004	Jul 10, 2007	Method to provide inventory for expedited loading, transporting, and unloading of compressed natural gas
7,240,499	Jun 4, 2004	Jul 10, 2007	Method for transporting compressed natural gas to prevent explosions
7,270,071	March 30,2007	Sep 18, 2007	Deep draft semisubmersible movable offshore structure
7,329,070	March 30,2007	Feb 12, 2008	Ram-type tensioner assembly with accumulators
7,588,393	Sep 2, 2008	Sep 15, 2009	Method for supporting top tension drilling and production risers on a floating vessel
7,654,327	Sep 2, 2008	Feb 2, 2010	Tensioner assembly
7,886,828	Sep 2, 2008	Feb 15, 2011	Floating vessel for supporting top tension drilling and production risers
7,976,247	Nov 4, 2009	Jul 12, 2011	Dual pressure cylinder
7,980,786	Nov 4, 2009	Jul 19, 2011	Dual pressure tensioner system
7,980,787	Nov 4, 2009	Jul 19, 2011	Dual pressure tensioner method
8,100,076	Feb 11, 2011	Jan 24, 2012	Liquefied natural gas processing and transport system

PAT#	Filing Date	Issue Date	Title
8,104,416	Feb 11, 2011	Jan 31, 2012	Floating natural gas processing station
8,104,417	Feb 11, 2011	Jan 31, 2012	Soft yoke
8,308,517	Feb 11, 2011	Nov 13, 2012	Method for offshore natural gas processing using a floating station, a soft yoke, and a transport ship
8,308,518	Feb 11, 2011	Nov 13, 2012	Method for processing and moving liquefied natural gas using a floating station and a soft yoke
8,375,878	Feb 11, 2011	Feb 19, 2013	Method for offloading a fluid that forms a hydrocarbon vapor using a soft yoke

Provisional Patent Applications

Floating Liquefaction Vessel
Liquefied Natural Gas Dynamic Positioning System Processing and Transport System
Method for Offshore Natural Gas Processing with Dynamic Positioning System
Method for Processing and Moving Natural Gas Processing with Dynamic Positioning System
Method for Tendering at Sea with Pivotal Walkway and Dynamic Positioning System

Potential Non-Patented Intellectual Property

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.	GC-299	expired	License Agreement for Proprietary Data

Name of other parties to lease or contract	Contract Description	Block (GC-300)	Block Status	Contract Type
	Effective December 15, 2003. between CGG Americas and Davis Offshore.			
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,	Data Use License to issue results of			Data Use License

Name of other parties to lease or contract	Contract Description	Block (GC-300)	Block Status	Contract Type
division of Western Atlas International, Inc.	seismic surveys effective April 21, 1995			
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

Name of other parties to lease or contract	Contract Description	Block (GC-300)	Block Status	Contract Type
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

Name of other parties to lease or contract	Contract Description	Block (GC-300)	Block Status	Contract Type
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 Experts Limited	Software Perpetual License Agreement Limited Warranty, as amended, dated November 8, 2005.			License

Part 4

**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 SALE OF CERTAIN OF THE DEBTOR’S ASSETS
FREE AND CLEAR OF CLAIMS AND LIENS AND (B) APPROVING THE
ASSUMPTION AND ASSIGNMENT OF CONTRACTS AND LEASES**

Upon the Motion (the “**Motion**”)¹ of ATP Oil & Gas Corporation (the “**Debtor**”) pursuant to 11 U.S.C. §§ 105(a), 363 and 365 and Bankruptcy Rules 2002, 6004 and 6006 for an Order (a) approving the sale (the “**Sale**”) of the Debtor’s Assets (as defined in the Purchase Agreement) free and clear of claims and liens (the “**Purchased Assets**”) pursuant to the terms and conditions of the Asset Purchase Agreement attached hereto as **Exhibit 1** (collectively with all exhibits thereto, the “**Purchase Agreement**”), dated as of May [], 2013 and executed by and between the Debtor, as seller (the “**Seller**”), Credit Suisse AG, exclusively in its capacity as administrative agent and collateral agent under the DIP Credit Agreement² (the “**DIP Agent**”) and, upon the joinder contemplated by Section 5.12 of the Purchase Agreement, a newly formed Delaware limited liability company designated by the DIP Agent at the direction of the Required Lenders (as defined in the DIP Credit Agreement), as purchaser (the DIP Agent in such capacities and such newly formed entity collectively (unless the context expressly implies

¹ Unless otherwise indicated, terms capitalized but not defined herein shall have the meanings given to them in the Motion [Dkt. No. 1252].

² The Debtor’s Senior Secured Superpriority Debtor-in-Possession Credit Agreement dated as of August 29, 2012 (as amended from time to time, the “**DIP Credit Agreement**”), by and among the Debtor, the lenders party thereto (the “**DIP Lenders**”) and Credit Suisse AG, as administrative agent and collateral agent.

otherwise), the “**Purchaser**”) and (b) approving the assumption and assignment of certain executory contracts and unexpired leases (collectively, the “**Contracts**”); and the Court having entered the *Order (A) Approving (i) Bidding Procedures; (ii) Bid Protections; (iii) Auction Procedures; and (iv) Assumption and Assignment Procedures; (B) Approving Notice Procedures for (i) the Solicitation of Bids; and (ii) an Auction; (C) Scheduling Hearings on Approval of a Sale or Sales of Substantially all of the Debtor’s Deepwater Property Assets; and (D) Granting Related Relief* on February 14, 2013 [Dkt. No. 1419] (the “**Bidding Procedures Order**”); and the Debtor having determined, after an extensive marketing process, that the Purchaser has submitted the highest and best bid for the Purchased Assets; and upon adequate and sufficient notice of the Motion, the Auction (as defined below), the hearing on the Motion held before the Court on [May 9, 2013] (the “**Sale Hearing**”), and any other related transactions having been given in the manner directed by the Court pursuant to the Bidding Procedures Order; and the Court having reviewed and considered (x) the Motion and all relief related thereto, (y) all pleadings filed in response to the relief requested in the Motion, and (z) the statements of counsel and evidence presented at the Sale Hearing in support of the relief requested in the Motion; and it appearing that the Court has jurisdiction to consider and determine this matter in accordance with 28 U.S.C. §§ 157 and 1334; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate and creditors and other parties-in-interest; and upon the record of the Sale Hearing and all other pleadings and proceedings in this Chapter 11 case, including the Motion; and after due deliberation thereon and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED:

Jurisdiction, Final Order and Statutory Predicates

A. The Court has jurisdiction to consider the Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in the Court under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are Sections 105(a), 363(b), (f), and (m) and 365(a), (b) and (f) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014.

C. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs that this Order be effective immediately upon entry.

Notice of Sale, Auction and the Cure Amounts

D. Actual written notice of the Motion, the auction conducted for the Sale of the Deepwater Assets³ on [May 7], 2013 (the “**Auction**”), the Sale Hearing, the Sale of the Deepwater Assets, and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein, has been afforded to all known interested entities, including, but not limited to the following parties: (i) all entities contacted by Jefferies or known by the Debtor to have expressed an interest in a transaction with respect to the Deepwater Assets during the past nine (9) months, including all Qualified Bidders; (ii) all state and local taxing authorities or recording offices which have a reasonably known interest in the relief requested; (iii) all insurers;

³ For the avoidance of doubt, the Deepwater Assets, as defined in the Motion, include, without limitation, any of the Debtor’s assets that were not sold with respect to the sale of the Debtor’s shelf properties pursuant to that certain Motion dated January 8, 2013 [Dkt. No. 1169]. See Motion, ¶ 14, n.1.

(iv) all non-debtor parties to relevant contracts or leases (executory or otherwise); (v) all parties who are known or reasonably believed, after reasonable inquiry, to have asserted any lien, encumbrance, claim, or other interest in the Deepwater Assets; and (vi) all parties set forth in the Debtor's Master Service List maintained in accordance with this Court's Order Establishing Notice Procedures [Dkt. No. 132] (collectively, the "**Notice Parties**") and such information was posted by the Debtor on its KCC website. The Debtor caused notice of the Auction, the Sale Hearing, and the Sale to be published in (a) the Houston Chronicle, (b) the New Orleans Times-Picayune, (c) Platts and (d) Oil & Gas Journal, as provided by the Bidding Procedures Order.

E. In accordance with the provisions of the Bidding Procedures Order, the Debtor has served notice upon the Contract Counterparties: (i) that the Debtor seeks to assume and assign to the Purchaser the Contracts on the closing date of the Sale under the Purchase Agreement (the "**Closing Date**"); and (ii) of the relevant Cure Amounts (as defined below). The service of such notice was good, sufficient, and appropriate under the circumstances, and no further notice need be given in respect of establishing a Cure Amount for the Contracts. Each of the Contract Counterparties has had an opportunity to object to the Cure Amounts set forth in the notice and to the assumption and assignment to the Purchaser of the applicable Contract.

F. As evidenced by the affidavits of service and affidavits of publication previously filed with this Court, proper, timely, adequate, and sufficient notice of the Auction, the Motion, the Sale Hearing, the Sale, and the transactions contemplated thereby, including without limitation, the assumption and assignment of the Contracts to the Purchaser, was provided in accordance with the orders previously entered by this Court, Sections 105(a), 363, and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006, 9007, and 9008. The notices described herein were good, sufficient, and appropriate under the circumstances, and no other or

further notice of the Auction, the Motion, the Sale Hearing, the Sale, the Closing Date or the assumption and assignment of the Contracts to the Purchaser is or shall be required.

G. The disclosures made by the Debtor concerning the Auction, the Purchase Agreement, the Motion, the Sale Hearing, the Sale, and the assumption and assignment of the Contracts to the Purchaser were good, complete, and adequate.

Good Faith of the Purchaser

H. The Purchase Agreement was negotiated, proposed, and entered into by the Debtor and the Purchaser without collusion, in good faith, and from arms'-length bargaining positions.

I. The Purchaser is not an "insider" or "affiliate" of the Debtor as those terms are defined in Sections 101(31) and 101(2) of the Bankruptcy Code. Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the Purchase Agreement to be avoided under Section 363(n) of the Bankruptcy Code. Specifically, the Purchaser has not acted in a collusive manner with any person and the Purchase Price paid by the Purchaser for the Purchased Assets was not controlled by any agreement among the bidders.

J. The Purchaser is purchasing the Purchased Assets and assuming and receiving assignment of the Contracts in good faith and is therefore a good faith purchaser within the meaning of Section 363(m) of the Bankruptcy Code and under other applicable Bankruptcy and non-Bankruptcy Law. The Purchaser proceeded in good faith in connection with all aspects of the Sale, including, but not limited to: (i) complying in all respects with the Bidding Procedures Order; (ii) agreeing to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; (iii) neither inducing nor causing the Debtor's Chapter 11 filing; and (iv) disclosing all payments to be made by the Purchaser in connection with the Sale. Accordingly, the Purchaser is entitled to all of the protections afforded under Section

363(m) of the Bankruptcy Code and under other applicable Bankruptcy and non-Bankruptcy Law.

Highest and Best Offer

K. The Debtor conducted an auction process in accordance with, and has otherwise complied in all respects with, the Bidding Procedures Order. The auction process set forth in the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Purchased Assets. The Auction was duly noticed and conducted in a non-collusive, fair, and good faith manner and a reasonable opportunity has been given to any interested party to make a higher or otherwise better offer for the Purchased Assets.

L. The Purchase Agreement constitutes the highest and best offer for the Purchased Assets and will provide a greater recovery for the Debtor's estate than would be provided by any other available alternative. The Debtor's determination that the Purchase Agreement constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtor's business judgment.

M. The Purchaser is an acquisition vehicle to be formed by or on behalf of the DIP Lenders, which hold valid claims against the Debtor, the estate and property of the estate. The DIP Agent and DIP Lenders⁴ hold claims (i) in the aggregate principal amount of obligations outstanding under the DIP Credit Agreement, together with accrued interest and any other Claim with respect to the DIP Credit Agreement and (ii) in the aggregate principal amount of obligations outstanding under the Prepetition Hedging Obligations (as defined in the Purchase Agreement) that rank pari passu with the DIP Credit Agreement (together, the "**DIP Claims**") and have the right under the Bankruptcy Code, and were authorized by this Court pursuant to

⁴ DIP Lenders shall include, for purposes of this paragraph, MBL (as defined in the DIP Credit Agreement).

the Bidding Procedures, to credit bid any or all of such DIP Claims, and were a Qualified Bidder with respect thereto, at the Auction. At the Auction, pursuant to the Purchase Agreement, the Purchaser agreed to pay the Purchase Price, as adjusted as of the Closing Date pursuant to Section 7.02(c) of the Purchase Agreement. The Purchase Price included (i) cash in the amount sufficient to satisfy legitimate liens on the Purchased Assets that are ranked senior to the DIP Claims (the “**Senior Liens**”)⁵ and (ii) a credit bid of the remainder of the Purchase Price, which credit bid was a valid and proper offer pursuant to the Bidding Procedures Order and Bankruptcy Code sections 363(b) and 363(k) (the “**Credit Bid**”). The portion of the DIP Claims in excess of the amounts expressly stated as part of the Credit Bid shall remain outstanding against the Debtor and any of its assets not purchased by the Purchaser, and the Purchaser shall be protected by and entitled to the benefit of the terms and provisions of the DIP Order, the DIP Credit Agreement and other orders entered by the Court. The cash paid by the Purchaser shall be held in escrow by the Debtor (the “**Closing Cash Payment**”) and shall be distributed as promptly as practicable after the Closing Date as follows: (i) to the holder of a Senior Lien upon agreement by the Purchaser or upon a final and non-appealable judicial determination that such Senior Lien is ranked senior to the DIP Claims; and (ii) to the Purchaser as and to the extent that the Closing Cash Payment exceeds the aggregate amount of the then-remaining Senior Liens (excluding any Senior Liens that have been determined by a final and non-appealable order to be ranked junior to the DIP Claims).

N. The Purchase Agreement represents a fair and reasonable offer to purchase the Purchased Assets under the circumstances of this Chapter 11 case. No other entity or group of entities has offered to purchase the Purchased Assets for greater overall value to the Debtor’s estate than the Purchaser.

⁵ The Purchaser shall undertake to resolve any dispute as to Senior Liens prior to the Closing Date.

O. Approval of the Motion and the Purchase Agreement and the consummation of the transactions contemplated thereby is in the best interests of the Debtor's Chapter 11 estate (taken as a whole), its creditors, and other parties in interest.

No Fraudulent Transfer or Merger

P. The consideration provided by the Purchaser pursuant to the Purchase Agreement (i) is fair and adequate, (ii) is the highest or otherwise best offer for the Purchased Assets, (iii) will provide a greater recovery for the Debtor's estate than would be provided by any other available alternative, and (iv) constitutes reasonably equivalent value (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and Section 548 of the Bankruptcy Code) and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia. No other person, entity, or group of entities has offered to purchase the Purchased Assets for greater overall value to the Debtor's estate than the Purchaser. The Debtor's determination that the Purchase Agreement constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtor's business judgment. Approval of the Motion and the Purchase Agreement, and the consummation of the transactions contemplated thereby, is in the best interests of the Debtor, its estate, creditors, and other parties in interest.

Q. The Purchase 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 the Purchaser is fraudulently entering into the transaction contemplated by the Purchase Agreement.

R. The Purchaser is not a mere continuation of the Debtor or its estate, and there is no continuity of enterprise between the Purchaser and the Debtor. The Purchaser is not holding itself out to the public as a continuation of the Debtor and is not an "insider" or "affiliate" of the

Debtor, as those terms are defined in the Bankruptcy Code, and no common identity of incorporators, directors or stockholders existed between the Purchaser and the Debtor. Pursuant to the Purchase Agreement, the Purchaser is not purchasing all of the Debtor's assets in that the Purchaser is not purchasing any of the Excluded Assets. The conveyance of the Purchased Assets does not amount to a consolidation, merger or *de facto* merger of the Purchaser and the Debtor and/or Debtor's estate, there is not substantial continuity between the Purchaser and the Debtor, there is no continuity of enterprise between the Debtor and the Purchaser, the Purchaser is not a mere continuation of the Debtor or the Debtor's estate, and the Purchaser does not constitute a successor to the Debtor or the Debtor's estate. On the Closing Date, the Purchaser shall be deemed to have assumed only the Assumed Obligations (as defined in the Purchase Agreement). Except for the Assumed Obligations, the Purchaser's acquisition of the Purchased Assets shall be free and clear of any "successor liability" claims of any nature whatsoever, whether known or unknown and whether asserted or unasserted as of the Closing Date. The Purchaser's operations shall not be deemed a continuation of the Debtor's business as a result of the acquisition of the Purchased Assets. The Purchaser would not have acquired the Purchased Assets but for the foregoing protections against potential claims based upon "successor liability" theories.

Validity of Transfer

S. The Debtor has, to the extent necessary and applicable, (i) full corporate power and authority to execute and deliver the Purchase Agreement and all other documents contemplated thereby, (ii) all corporate authority necessary to consummate the transactions contemplated by the Purchase Agreement, and (iii) taken all corporate action necessary to authorize and approve the Purchase Agreement and the consummation of the transactions contemplated thereby. The Sale has been duly and validly authorized by all necessary corporate

action. No consents or approvals, other than those expressly provided for in the Purchase Agreement, are required for the Debtor to consummate the Sale, execute the Purchase Agreement, or consummate the transactions contemplated thereby.

T. The Debtor has (except to the extent otherwise provided in the Purchase Agreement) title to the Purchased Assets. The transfer of the Purchased Assets to the Purchaser will be, as of the Closing Date, a legal, valid, and effective transfer of the Purchased Assets, which transfer vests or will vest the Purchaser with all right, title, and interest of the Debtor to the Purchased Assets free and clear of (i) all Liens (as defined in the Purchase Agreement) relating to, accruing, or arising any time prior to the Closing Date, 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 Purchaser'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"), with the exception of any Assumed Encumbrances and Assumed Obligations, each as defined in the Purchase Agreement (the "Assumed Encumbrances" and "Assumed Obligations").

Section 363(f) is Satisfied

U. The conditions of Section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtor may sell the Purchased Assets free and clear of any Claims and Interests in the property.

V. The Purchaser would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby if the Sale of the Purchased Assets to the Purchaser, and the assumption and assignment of the Contracts to the Purchaser, were not free and clear of all Claims and Interests of any kind or nature whatsoever (except the Assumed Encumbrances and Assumed Obligations), or if the Purchaser would, or in the future could, be liable for any of such Claims and Interests.

W. The Debtor may sell the Purchased Assets free and clear of all Claims and Interests against the Debtor, its estate, or any of the Purchased Assets (except the Assumed Encumbrances and Assumed Obligations) because, in each case, one or more of the standards set forth in Section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Claims and Interests against the Debtor, its estate, or any of the Purchased Assets, who did not object, or who withdrew their objections to the Sale or the Motion, are deemed to have consented thereto pursuant to Section 363(f)(2) of the Bankruptcy Code. Those holders of such Claims and Interests who did object fall within one or more of the other subsections of Section 363(f) and are adequately protected by having their Claims and Interests if any, in each instance against the Debtor, its estate, or any of the Purchased Assets, attach to the cash proceeds of the Sale ultimately attributable to the Purchased Assets in which such creditor alleges an interest, in the same order of priority, with the same validity, force, and effect that such creditor had prior to the Sale, subject to any claims and defenses the Debtor or its estate may possess with respect thereto.

ORRI and NPI Disgorgement

X. On August 24, 2012, the Court entered that certain Order Regarding Debtor's Emergency Motion for an Order Authorizing (1) Payment of Funds Attributable to Overriding Royalty Interests in the Ordinary Course of Business and (2) Payment of Funds Attributable to Net Profits Interests Subject to Further Order of the Court Requiring Disgorgement Thereof [Dkt. No. 191] (the "**Conveyance Order**"). Pursuant to the Conveyance Order, the Debtor was authorized to pay certain funds attributable to Overriding Royalty Interests and Net Profits Interests to the Overriding Royalty Interest and Net Profits Interests holders (the "**Subject Interest Holders**"), provided that such Subject Interest Holders entered into that certain Agreement to Disgorge Funds Upon Order Of The Bankruptcy Court, in the form of Annex A attached to the Conveyance Order (the "**Disgorgement Agreement**").

Y. Pursuant to the Disgorgement Agreement, the Subject Interest Holders agreed to deliver in available funds to the Debtor and its estate any amounts that the Subject Interest Holders are required to disgorge within thirty (30) days of the date on which an order is entered by the Court directing the Subject Interest Holders to disgorge any such amounts (a "**Disgorgement Order**"). The Conveyance Order remains in full force and effect, provided, however, that the Seller shall promptly (and in any event within three (3) Business Days) transfer any Disgorged Payment received by Seller or any of its Affiliates to Purchaser by wire transfer in immediately available funds.

Assumption and Assignment of the Contracts

Z. The assumption and assignment of the Contracts pursuant to the terms of this Order and the Bidding Procedures Order is integral to the Purchase Agreement and is in the best interests of the Debtor, its estate, creditors, and other parties in interest, and represents the Debtor's reasonable exercise of sound and prudent business judgment.

AA. The respective amounts set forth on **Exhibit 2** annexed hereto are the sole

amounts necessary under Sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code to cure all monetary defaults and pay all actual pecuniary losses under the Contracts (the “**Cure Amounts**”).

BB. The Purchaser has demonstrated adequate assurance of future performance with respect to the Contracts pursuant to Section 365(b)(1)(C) of the Bankruptcy Code.

Compelling Circumstances for an Immediate Sale

CC. The Debtor has demonstrated through the testimony and/or other evidence proffered at the Sale Hearing and the representations of counsel made on the record of the Sale Hearing good and sufficient reasons for approval of the Purchase Agreement and the Sale. The relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and other parties-in-interest. The Debtor has demonstrated (i) good, sufficient, and sound business purposes and justifications for approving the Purchase Agreement and (ii) compelling circumstances for the Sale outside of (a) the ordinary course of business, pursuant to Section 363(b) of the Bankruptcy Code and (b) a Chapter 11 plan, in that, among other things, the immediate consummation of the Sale to the Purchaser is necessary and appropriate to maximize the value of the Debtor’s estate and the Sale will provide the means for the Debtor to maximize distributions to its creditors.

DD. To maximize the value of the Purchased Assets and preserve the viability of the businesses to which they relate, it is essential that the Sale occur within the time constraints set forth in the Purchase Agreement. Time is of the essence in consummating the Sale.

EE. Given all of the circumstances of this Chapter 11 case and the adequacy and fair value of the Purchase Price under the Purchase Agreement, the proposed Sale constitutes a reasonable and sound exercise of the Debtor’s business judgment and should be approved.

FF. The Sale does not constitute a sub rosa Chapter 11 plan for which approval has

been sought without the protections that a disclosure statement would afford. The Sale neither impermissibly restructures the rights of the Debtor's creditors nor impermissibly dictates a liquidating Chapter 11 plan for the Debtor.

GG. The consummation of the Sale and the assumption and assignment of the Contracts is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(f) of the Bankruptcy Code, and all of the applicable requirements of such Sections have been complied with in respect of the Sale.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. 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 that any of the findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the conclusions of law constitute findings of fact, they are adopted as such.

2. The relief requested in the Motion is granted and approved, and the transactions contemplated thereby and by the Purchase Agreement are approved as set forth in this Order. All capitalized terms not otherwise defined in this Order have the meanings ascribed to such terms in the Motion or the Purchase Agreement, as applicable.

3. This Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order are incorporated herein by reference.

4. The Credit Bid is hereby approved. The portion of the DIP Claims in excess of the amounts expressly stated as part of the Credit Bid shall remain outstanding against Debtor

and any of its assets not purchased by the Purchaser, and the Purchaser shall be protected by and entitled to the benefit of the terms and provisions of the DIP Order, the DIP Credit Agreement and other orders entered by the Court.

5. The Closing Cash Payment shall be distributed as promptly as practicable after the Closing Date as follows: (i) to the holder of a Senior Lien upon agreement by the Purchaser or upon a final and non-appealable judicial determination that such Senior Lien is ranked senior to the DIP Claims; and (ii) to the Purchaser as and to the extent that the Closing Cash Payment exceeds the aggregate amount of the then-remaining Senior Liens (excluding any Senior Liens that have been determined by a final and non-appealable order to be ranked junior to the DIP Claims).

6. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled by announcement to the Court during the Sale Hearing or by stipulation filed with the Court, including any and all reservations of rights included in such objections or otherwise, are hereby denied and overruled on the merits with prejudice. Those parties who did not object or withdrew their objections to the Motion are deemed to have consented pursuant to Section 363(f)(2) of the Bankruptcy Code.

Approval of the Purchase Agreement

7. The Purchase Agreement and all other documents ancillary thereto, and all of the terms and conditions thereof, are hereby approved.

8. Pursuant to Sections 363(b) and (f) of the Bankruptcy Code, the Debtor is authorized and empowered to take any and all actions necessary or appropriate to (i) consummate the Sale pursuant to and in accordance with the terms and conditions of the Purchase Agreement, (ii) close the Sale as contemplated in the Purchase Agreement and this Order, and (iii) execute and deliver, perform under, consummate, implement, and fully close the

Purchase Agreement, including the transfer of the Purchased Assets and the assumption and assignment of the Contracts to the Purchaser in accordance with the Purchase Agreement, together with all additional ancillary instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and the Sale.

9. 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) all holders of Liens, Claims, encumbrances or other interests (whether known or unknown) in, against, or on all or any portion of the Purchased Assets, (e) all Contract Counterparties, (f) the Purchaser and all successors and assigns of the Purchaser, (g) the Purchased Assets, and (h) 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 Sale Order and the Purchase Agreement shall inure to the benefit of the Debtor, its estate and creditors, the Purchaser, and the respective successors and assigns of each of the foregoing.

Transfer of the Purchased Assets

10. Pursuant to Sections 105(a), 363(b), 363(f), 365(b), and 365(f) of the Bankruptcy Code, the Debtor is authorized to transfer the Purchased Assets to the Purchaser on the Closing Date and such transfer shall (a) constitute a legal, valid, binding, and effective transfer of the Purchased Assets, (b) vest the Purchaser with title to the Purchased Assets, and (c) upon the Debtor's receipt of the Purchase Price (as may be adjusted as of the Closing Date pursuant to sections 7.02(c) and 12.01 of the Purchase Agreement), be free and clear of all Claims and Interests (other than Assumed Encumbrances and Assumed Obligations), with such Claims and Interests to attach to the proceeds of the Sale 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). On the

Closing Date, the Purchaser shall take title to and possession of the Purchased Assets subject only to the Assumed Encumbrances and Assumed Obligations.

11. The Debtor is hereby authorized to take any and all actions necessary to consummate the transactions contemplated by the Purchase 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.

12. The transactions authorized herein shall be of full force and effect, regardless of the Debtor's lack of good standing in any jurisdiction in which it is formed or authorized to transact business. Upon consummation of the transactions set forth in the Purchase Agreement, the Purchaser 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.

13. Subject to the terms, conditions, and provisions of this Order, all 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 Purchaser in accordance with the terms of this Purchase Agreement and this Order.

14. Subject to the terms, conditions, and provisions of this Order, all entities that are in possession of some or all of the Purchased Assets on the Closing Date are directed to surrender possession of such Purchased Assets to the Purchaser or its assignee on the Closing Date.

15. The transfer of the Purchased Assets to the Purchaser pursuant to the Purchase Agreement does not require any consents other than as specifically provided for in the Purchase Agreement.

16. 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 except the Assumed Encumbrances and Assumed Obligations.

17. If any person or entity which has filed statements or other documents evidencing Claims and Interests on, or in, all or any portion of the Purchased Assets (other than statements or documents with respect to Assumed Encumbrances or Assumed Obligations) shall not have delivered to the Debtor prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all liens or interests which the person or entity has or may assert with respect to all or any portion of the Purchased Assets, the Debtor is hereby authorized and directed, and the Purchaser is hereby authorized, on behalf of the Debtor and each of its creditors, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Purchased Assets.

18. 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, other than the Assumed Encumbrances and Assumed Obligations, shall have been unconditionally released, discharged, and terminated, and that the conveyances described herein have been

effected; provided, however, that such Claims and Interests shall attach to the proceeds of the Sale in the order of their priority, with the same validity, force, and effect which they now have as against the Purchased Assets.

19. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

20. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date, subject to section 4.02(f) of the Purchase Agreement, to operate under any license, permit, registration, and governmental authorization or approval of the Debtor with respect to the Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, deemed to be transferred to the Purchaser as of the Closing Date.

21. In accordance with Section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Purchased Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of the Debtor's Chapter 11 case or the consummation of the transactions contemplated by the Purchase Agreement.

ORRI and NPI Disgorgement

22. In the event that a Disgorgement Order is entered by the Court, and/or any disgorgement, recovery in respect of or return of distributions made to a Subject Interest Holder (or any assignee thereof) is ordered or agreed to, any disgorged funds referenced in the Disgorgement Order shall be delivered to the Purchaser. Seller shall promptly (and in any event within three (3) Business Days) transfer any Disgorged Payment received by Seller or any of its Affiliates to Purchaser by wire transfer in immediately available funds.

Prohibition of Actions Against the Purchaser

23. Except for the Assumed Encumbrances and Assumed Obligations, or as otherwise expressly provided for in this Order or the Purchase Agreement, the Purchaser shall not have any liability or other obligation of the Debtor arising under or related to any of the Purchased Assets. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the Purchase Agreement, the Purchaser shall not be liable for any Claims and Interests against the Debtor, or any of its predecessors or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, under any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger, mere continuation, continuity of enterprise, or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether liquidated or unliquidated, including, but not limited to, liabilities on account of warranties, intercompany loans and receivables between the Debtor and any non-debtor subsidiary or affiliate, liabilities relating to or arising from any Environmental Laws (as defined in the Purchase Agreement), and any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of any of the Purchased Assets prior to the Closing

Date. The consummation of the Sale does not amount to a consolidation, merger or *de facto* merger of the Purchaser and the Debtor and/or the Debtor's estate, there is not substantial continuity between the Purchaser and the Debtor, there is no continuity of enterprise between the Debtor and the Purchaser, the Purchaser is not a mere continuation of the Debtor or the Debtor's estate, and the Purchaser does not constitute a successor to the Debtor or the Debtor's estate. On the Closing Date, the Purchaser shall be deemed to have assumed only the Assumed Obligations. Except for the Assumed Obligations and Assumed Encumbrances, the Purchaser's acquisition of the Purchased Assets shall be free and clear of any "successor liability" claims of any nature whatsoever, whether known or unknown and whether asserted or unasserted as of the Closing Date. The Purchaser's operations shall not be deemed a continuation of the Debtor's business as a result of the acquisition of the Purchased Assets. The Purchaser is not an agent or a joint venturer of the DIP Agent and the DIP Agent shall have no duties under the Purchase Agreement, except to reduce the amount of the allowed claims of the DIP Lenders and the holder of the Prepetition Hedging Obligations (as defined in the DIP Credit Agreement) on the Closing Date by the amount of the Credit Bid used as consideration under the Purchase Agreement, subject to the terms and conditions hereof and as contained in sections 7.02 and 12.01 of the Purchase Agreement. On the Closing Date, the Purchaser shall be deemed to have assumed only the Assumed Obligations.

24. Except with respect to Assumed Encumbrances and Assumed Obligations, or as otherwise permitted by the Purchase Agreement or this Order, 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 Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting against the DIP Agent or the Purchaser, 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, including, without limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding against the DIP Agent or the Purchaser, any of their respective affiliates or any of the foregoing's successors, assigns, or properties, or the Purchased Assets; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the DIP Agent or the Purchaser, any of their respective affiliates or any of the foregoing's successors, assigns, or properties, or the Purchased Assets; (c) creating, perfecting, or enforcing any Claims and Interests against the DIP Agent or the Purchaser, any of their respective affiliates or any of the foregoing's successors, assigns, or properties, or the Purchased Assets; (d) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the DIP Agent or the Purchaser, any of their respective affiliates, or any of the foregoing's successors, assigns, or properties or the Purchased Assets; (e) commencing or continuing any action, in any manner or place, that does not comply with or is inconsistent with the provisions of this Order, other orders of the Court, or the Purchase Agreement or actions contemplated or taken in respect thereof; or (f) revoking, terminating, or failing or refusing to transfer or renew any license, permit, or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets.

25. On the Closing Date, or as soon as possible thereafter, each creditor is authorized and directed, and the Purchaser is hereby authorized, on behalf of each of the Debtor's creditors, to execute such documents and take all other actions as may be necessary to release any Claims and Interests and other interests in or on the Purchased Assets (except Assumed Encumbrances and Assumed Obligations), if any, as provided for herein, as such Claims and Interests may have been recorded or may otherwise exist.

26. 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 Purchaser in accordance with the terms of the Purchase Agreement and this Order.

27. The Purchaser has given substantial consideration under the Purchase Agreement for the benefit of the Debtor, its estate, and creditors. The consideration given by the Purchaser, including the Credit Bid and the portion of the consideration that consists of cash, shall constitute valid and valuable consideration for the releases of any potential Claims and Interests pursuant to this Order, which releases shall be deemed to have been given in favor of the Purchaser by all holders of Claims and Interests against the Debtor or any of the Purchased Assets, other than holders of Claims and Interests relating to the Assumed Encumbrances or Assumed Obligations. The consideration provided by the Purchaser for the Purchased Assets under the Purchase Agreement is fair and reasonable and accordingly the Sale may not be avoided under Section 363(n) of the Bankruptcy Code.

28. Effective as of the Closing Date, the Purchaser, its successors and assigns, shall be designated and appointed the Debtor's true and lawful attorney and attorneys, with full power of substitution, in the Debtor's name and stead, on behalf of and for the benefit of the Purchaser, its successors and assigns, for any purpose as provided in the Purchase Agreement, including for

the following purposes: (i) to demand and receive any and all of the Purchased Assets and to give receipts and releases for and in respect of the Purchased Assets, or any part thereof, (ii) from time to time to institute and prosecute in the Debtor's name, for the benefit of the Purchaser, its successors and assigns, any and all proceedings at law, in equity or otherwise, which the Purchaser, its successors and assigns, may deem proper for the collection or reduction to possession of any of the Purchased Assets, and (iii) to do all acts and things with respect to the Purchased Assets which the Purchaser, its successors and assigns, shall deem desirable.

Assumption and Assignment of Contracts

29. Pursuant to Sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the closing of the Sale, the Debtor's assumption and assignment to the Purchaser, and the Purchaser's assumption on the terms set forth in the Purchase Agreement, of the Contracts is hereby approved, and the requirements of Section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

30. The Debtor is hereby authorized and directed in accordance with Sections 105(a), 363, and 365 of the Bankruptcy Code to (a) assume and assign to the Purchaser, effective upon the Closing Date, the Contracts free and clear of all Claims and Interests or other interests of any kind or nature whatsoever and (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Contracts to the Purchaser.

31. The Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Contract (including those of the type described in Sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to Section 365(k) of the Bankruptcy Code, the Debtor shall be relieved from any

further liability with respect to the Contracts after such assignment to and assumption by the Purchaser, except as provided in the Purchase Agreement.

32. All defaults or other obligations of the Debtor under the Contracts arising or accruing prior to the Closing Date (without giving effect to any acceleration clauses or any default provisions of the kind specified in Section 365(b)(2) of the Bankruptcy Code), whether monetary or non-monetary, shall be cured pursuant to the terms of the Purchase Agreement on the Closing Date or as soon thereafter as reasonably practicable.

33. To the extent a Contract Counterparty to a Contract failed to timely object to a Cure Amount, such Cure Amount shall be deemed to be finally determined and any such Contract Counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Amount at any time, and such Cure Amount, when paid, shall completely revive any Contract to which it relates. No sections or provisions of any Contract that purport to provide for additional payments, penalties, charges, or other financial accommodations in favor of the Contract Counterparty to the Contracts shall have any force and effect with respect to the Sale and assignments authorized by this Order, and such provisions constitute unenforceable anti-assignment provisions under Section 365(f) of the Bankruptcy Code and are otherwise unenforceable under Section 365(e) of the Bankruptcy Code. No assignment of any Contract pursuant to the terms of the Purchase Agreement shall in any respect constitute a default under any Contract. The Contract Counterparty to each Contract shall be deemed to have consented to such assignment under Section 365(c)(1)(B) of the Bankruptcy Code, and the Purchaser shall enjoy all of the Debtor's rights and benefits under each such Contract as of the applicable date of assumption without the necessity of obtaining such Contract Counterparty's written consent to the assumption or assignment thereof.

34. All Contract Counterparties shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Purchaser, and shall not charge the Debtor or the Purchaser for any instruments, applications, consents, or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers of the Contracts in connection with the Sale.

35. With respect to objections to any Cure Amounts that remain unresolved as of the Sale Hearing, such objections shall be resolved in accordance with the procedures approved in the Bidding Procedures Order.

36. Nothing in this Order, the Motion, or in any notice or any other document is or shall be deemed an admission by the Debtor that any contract or Contract is an executory contract or unexpired lease or must be assumed and assigned pursuant to the Purchase Agreement or in order to consummate the Sale.

37. The failure of the Debtor or the Purchaser to enforce at any time one or more terms or conditions of any Contract shall not be a waiver of such term(s) or condition(s) or of the Debtor's and Purchaser's rights to enforce every term and condition of such Contract.

38. All Contract Counterparties are forever barred and enjoined from raising or asserting against the DIP Agent or the Purchaser, any of their respective affiliates, any of the foregoing's successors, assigns, or properties, or the Purchased Assets, any assignment fee, default, breach, Claim, pecuniary loss, or condition to assignment arising under or related to the Contracts existing as of the Closing Date or arising by reason of the closing of the Sale, except for any amounts that are Assumed Obligations.

Other Provisions

38. This Order, the Purchase Agreement, and all documents ancillary thereto shall be binding in all respects upon all of the Debtor's creditors and equity-holders, all Contract

Counterparties, all successors and assigns of the Debtor, and any of their respective affiliates and subsidiaries, any trustees, examiners, “responsible persons,” or other fiduciaries appointed in the Debtor’s Chapter 11 case or upon a conversion of such case to a case under Chapter 7 of the Bankruptcy Code. The Purchase Agreement and any documents ancillary thereto shall not be subject to rejection or avoidance under any circumstances.

39. The Purchase Agreement and all documents ancillary thereto may be modified, amended, or supplemented by the parties thereto in a writing signed by the parties, in accordance with the terms thereof, without further order of the Court; provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtor’s estate.

40. The consideration provided by the Purchaser to the Debtor pursuant to the Purchase Agreement for the Purchased Assets 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.

41. The transactions contemplated by the Purchase Agreement, including without limitation, the purchase of the Purchased Assets and the assumption and assignment of the Contracts free and clear of Claims and Interests (other than Assumed Obligations and Assumed Encumbrances), are undertaken by the Purchaser 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 shall not affect the validity of the Sale free and clear of Claims and Interests (other than Assumed Obligations and Assumed Encumbrances), unless such authorization and such Sale are duly stayed pending such appeal. The Purchaser is a good faith purchaser within the

meaning of Section 363(m) of the Bankruptcy Code and under other applicable Bankruptcy and non-Bankruptcy Law, as such, is entitled to the full protections under Section 363(m) of the Bankruptcy Code and under other applicable Bankruptcy and non-Bankruptcy Law.

42. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (a) this Chapter 11 case, (b) any subsequent Chapter 7 case into which this Chapter 11 case may be converted, or (c) any related proceeding subsequent to entry of this Order, shall conflict with or derogate from the provisions of the Purchase Agreement or the terms of this Order.

43. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale.

44. The failure to specifically include any particular provision of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement be authorized and approved in its entirety; provided, however, that this Order shall govern if there is any inconsistency between the Purchase Agreement (including all documents ancillary thereto) and this Order. Likewise, all of the provisions of this Order are non-severable and mutually dependent.

45. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Purchase Agreement, all amendments thereto, and any waivers and consents thereunder, and each ancillary document executed in connection therewith to which the Debtor is a party or which has been assigned by the Debtor to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Purchased Assets to the Purchaser, (b) interpret, implement, and enforce the provisions of this Order, (c) protect the Purchaser against any Claims and Interests

or any other interest in or against the Debtor or the Purchased Assets of any kind or nature whatsoever attaching to the proceeds of the Sale, (d) determine rights to the escrowed Closing Cash Payment as contemplated by Paragraph 5 hereof (and to determine the relative priorities of the liens securing the DIP Claims and any purported Senior Liens in connection therewith), and (e) enter any orders under Section 363 or 365 of the Bankruptcy Code with respect to the Contracts.

46. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

47. This Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rules 6004(g), 6004(h), 6006(d), 7062, 9014, or otherwise. The Debtor and the Purchaser are authorized to close the Sale immediately upon entry of this Order, subject to the terms and conditions contained in the Purchase Agreement.

48. To the extent that this Order is inconsistent with the Purchase Agreement or any prior order or pleading with respect to the Motion in this Chapter 11 case, the terms of this Order shall govern.

SIGNED this ____ day of May, 2013.

MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Purchase Agreement

EXHIBIT 2

Cure Amounts

Part 5

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

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

**ORDER (A) APPROVING THE SALE OF CERTAIN OF THE DEBTOR'S-
~~DEEPWATER PROPERTY~~ ASSETS FREE AND CLEAR OF CLAIMS AND LIENS
AND (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS
AND LEASES**

Upon the Motion (the "**Motion**")¹ of ATP Oil & Gas Corporation (the "**Debtor**") pursuant to 11 U.S.C. §§ 105(a), 363 and 365 and Bankruptcy Rules 2002, 6004 and 6006 for an Order (a) approving the sale (the "**Sale**") of the Debtor's ~~Deepwater~~-Assets (as defined in the Purchase Agreement) free and clear of claims and liens (the "**Purchased Assets**") pursuant to the terms and conditions of the Asset Purchase Agreement attached hereto as **Exhibit 1** (collectively with all exhibits thereto, the "**Purchase Agreement**"), dated as of May [●], 2013 and executed by and between the Debtor, as seller (the "**Seller**"), ~~and [●], as purchaser~~ (Credit Suisse AG, exclusively in its capacity as administrative agent and collateral agent under the DIP Credit Agreement² (the "DIP Agent") and, upon the joinder contemplated by Section 5.12 of the Purchase Agreement, a newly formed Delaware limited liability company designated by the DIP Agent at the direction of the Required Lenders (as defined in the DIP Credit Agreement), as purchaser (the DIP Agent in such capacities and

¹ Unless otherwise indicated, terms capitalized but not defined herein shall have the meanings given to them in the Motion [Dkt. No. 1252].

² The Debtor's Senior Secured Superpriority Debtor-in-Possession Credit Agreement dated as of August 29, 2012 (as amended from time to time, the "DIP Credit Agreement"), by and among the Debtor, the lenders party thereto (the "DIP Lenders") and Credit Suisse AG, as administrative agent and collateral agent.

such newly formed entity collectively (unless the context expressly implies otherwise), the “**Purchaser**”) and (b) approving the assumption and assignment of certain executory contracts and unexpired leases (collectively, the “**Contracts**”); and the Court having entered the *Order (A) Approving (i) Bidding Procedures; (ii) Bid Protections; (iii) Auction Procedures; and (iv) Assumption and Assignment Procedures; (B) Approving Notice Procedures for (i) the Solicitation of Bids; and (ii) an Auction; (C) Scheduling Hearings on Approval of a Sale or Sales of Substantially all of the Debtor’s Deepwater Property Assets; and (D) Granting Related Relief* on ~~1/22/13~~February 14, 2013 [Dkt. No. ~~12-36187-1419~~] (the “**Bidding Procedures Order**”); and the Debtor having determined, after an extensive marketing process, that the Purchaser has submitted the highest and best bid for the Purchased Assets; and upon adequate and sufficient notice of the Motion, the Auction (as defined below), the hearing on the Motion held before the Court on [~~1/22/13~~May 9, 2013] (the “**Sale Hearing**”), and any other related transactions having been given in the manner directed by the Court pursuant to the Bidding Procedures Order; and the Court having reviewed and considered (x) the Motion and all relief related thereto, (y) ~~the objections thereto, if any~~all pleadings filed in response to the relief requested in the Motion, and (z) the statements of counsel and evidence presented at the Sale Hearing in support of the relief requested ~~by~~in the ~~Debtor at the Sale Hearing~~Motion; and it appearing that the Court has jurisdiction to consider and determine this matter in accordance with 28 U.S.C. §§ 157 and 1334; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate and creditors and other parties-in-interest; and upon the record of the Sale Hearing and all other pleadings and proceedings in this Chapter 11 case, including the Motion; and after due deliberation thereon and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED:

Jurisdiction, Final Order and Statutory Predicates

A. The Court has jurisdiction to consider the Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in the Court under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are Sections 105(a), 363(b), (f), and (m) and 365(a), (b) and (f) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014.

C. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Sale Order, and expressly directs that this Order be effective immediately upon entry.

Notice of Sale, Auction and the Cure Amounts

D. Actual written notice of the Motion, the auction conducted for the Sale of the Deepwater Assets³ on ~~March 26,~~ [\[May 7\]](#), 2013 (the “**Auction**”), the Sale Hearing, the Sale of the Deepwater Assets, and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein, has been afforded to all known interested entities, including, but not limited to the following parties: (i) all entities contacted by Jefferies or known by the Debtor to have expressed an interest in a transaction with respect to the Deepwater Assets during the past nine (9) months, including all Qualified Bidders; (ii) all state and local taxing authorities or

³ [For the avoidance of doubt, the Deepwater Assets, as defined in the Motion, include, without limitation, any of the Debtor’s assets that were not sold with respect to the sale of the Debtor’s shelf properties pursuant to that certain Motion dated January 8, 2013 \[Dkt. No. 1169\]. See Motion, ¶ 14, n.1.](#)

recording offices which have a reasonably known interest in the relief requested; (iii) all insurers; (iv) all non-debtor parties to relevant contracts or leases (executory or otherwise); (v) all parties who are known or reasonably believed, after reasonable inquiry, to have asserted any lien, encumbrance, claim, or other interest in the Deepwater Assets; and (vi) all parties set forth in the Debtor's Master Service List maintained in accordance with this Court's Order Establishing Notice Procedures [Dkt. No. 132] (collectively, the "**Notice Parties**") and such information was posted by the Debtor on its KCC website. The Debtor caused notice of the Auction, the Sale Hearing, and the Sale to be published in (a) the Houston Chronicle, (b) the New Orleans Times-Picayune, (c) Platts and (d) Oil & Gas Journal, as provided by the Bidding Procedures Order.

E. In accordance with the provisions of the Bidding Procedures Order, the Debtor has served notice upon the Contract Counterparties: (i) that the Debtor seeks to assume and assign to the Purchaser the Contracts on the closing date of the Sale under the Purchase Agreement (the "**Closing Date**"); and (ii) of the relevant Cure Amounts (as defined below). The service of such notice was good, sufficient, and appropriate under the circumstances, and no further notice need be given in respect of establishing a Cure Amount for the Contracts. Each of the Contract Counterparties has had an opportunity to object to the Cure Amounts set forth in the notice and to the assumption and assignment to the Purchaser of the applicable Contract.

F. As evidenced by the affidavits of service and affidavits of publication previously filed with this Court, proper, timely, adequate, and sufficient notice of the Auction, the Motion, the Sale Hearing, the Sale, and the transactions contemplated thereby, including without limitation, the assumption and assignment of the Contracts to the Purchaser, was provided in accordance with the orders previously entered by this Court, Sections 105(a), 363, and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006, 9007, and 9008. The notices

described herein were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Auction, the Motion, the Sale Hearing, the Sale, the Closing Date or the assumption and assignment of the Contracts to the Purchaser is or shall be required.

G. The disclosures made by the Debtor concerning the Auction, the Purchase Agreement, the Motion, the Sale Hearing, the Sale, and the assumption and assignment of the Contracts to the Purchaser were good, complete, and adequate.

Good Faith of the Purchaser

H. The Purchase Agreement was negotiated, proposed, and entered into by the Debtor and the Purchaser without collusion, in good faith, and from arms'-length bargaining positions.

I. The Purchaser is not an "insider" or "affiliate" of the Debtor as those terms are defined in Sections 101(31) and 101(2) of the Bankruptcy Code. Neither the Debtor nor the Purchaser has engaged in any conduct that would cause or permit the Purchase Agreement to be avoided under Section 363(n) of the Bankruptcy Code. Specifically, the Purchaser has not acted in a collusive manner with any person and the ~~aggregate price~~**Purchase Price** paid by the Purchaser for the Purchased Assets (~~the "Purchase Price"~~) was not controlled by any agreement among the bidders.

J. The Purchaser is purchasing the Purchased Assets **and assuming and receiving assignment of the Contracts** in good faith and is **therefore** a good faith ~~buyer~~**purchaser** within the meaning of Section 363(m) of the Bankruptcy Code **and under other applicable Bankruptcy and non-Bankruptcy Law**. The Purchaser proceeded in good faith in connection with all aspects of the Sale, including, but not limited to: (i) complying in all respects with the Bidding Procedures Order; (ii) agreeing to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; (iii) neither

inducing nor causing the Debtor's Chapter 11 filing; and (iv) disclosing all payments to be made by the Purchaser in connection with the Sale. Accordingly, the Purchaser is entitled to all of the protections afforded under Section 363(m) of the Bankruptcy Code and under other applicable Bankruptcy and non-Bankruptcy Law.

Highest and Best Offer

K. The Debtor conducted an auction process in accordance with, and has otherwise complied in all respects with, the Bidding Procedures Order. The auction process set forth in the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Purchased Assets. The Auction was duly noticed and conducted in a non-collusive, fair, and good faith manner and a reasonable opportunity has been given to any interested party to make a higher or otherwise better offer for the Purchased Assets.

L. The Purchase Agreement constitutes the highest and best offer for the Purchased Assets and will provide a greater recovery for the Debtor's estate than would be provided by any other available alternative. The Debtor's determination that the Purchase Agreement constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtor's business judgment.

M. The Purchaser is an acquisition vehicle to be formed by or on behalf of the DIP Lenders, which hold valid claims against the Debtor, the estate and property of the estate. The DIP Agent and DIP Lenders⁴ hold claims (i) in the aggregate principal amount of obligations outstanding under the DIP Credit Agreement, together with accrued interest and any other Claim with respect to the DIP Credit Agreement and (ii) in the aggregate principal amount of obligations outstanding under the Prepetition Hedging Obligations

⁴ DIP Lenders shall include, for purposes of this paragraph, MBL (as defined in the DIP Credit Agreement).

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(as defined in the Purchase Agreement) that rank pari passu with the DIP Credit Agreement (together, the “DIP Claims”) and have the right under the Bankruptcy Code, and were authorized by this Court pursuant to the Bidding Procedures, to credit bid any or all of such DIP Claims, and were a Qualified Bidder with respect thereto, at the Auction. At the Auction, pursuant to the Purchase Agreement, the Purchaser agreed to pay the Purchase Price, as adjusted as of the Closing Date pursuant to Section 7.02(c) of the Purchase Agreement. The Purchase Price included (i) cash in the amount sufficient to satisfy legitimate liens on the Purchased Assets that are ranked senior to the DIP Claims (the “Senior Liens”)⁵ and (ii) a credit bid of the remainder of the Purchase Price, which credit bid was a valid and proper offer pursuant to the Bidding Procedures Order and Bankruptcy Code sections 363(b) and 363(k) (the “Credit Bid”). The portion of the DIP Claims in excess of the amounts expressly stated as part of the Credit Bid shall remain outstanding against the Debtor and any of its assets not purchased by the Purchaser, and the Purchaser shall be protected by and entitled to the benefit of the terms and provisions of the DIP Order, the DIP Credit Agreement and other orders entered by the Court. The cash paid by the Purchaser shall be held in escrow by the Debtor (the “Closing Cash Payment”) and shall be distributed as promptly as practicable after the Closing Date as follows: (i) to the holder of a Senior Lien upon agreement by the Purchaser or upon a final and non-appealable judicial determination that such Senior Lien is ranked senior to the DIP Claims; and (ii) to the Purchaser as and to the extent that the Closing Cash Payment exceeds the aggregate amount of the then-remaining Senior Liens (excluding any Senior Liens that have been determined by a final and non-appealable order to be ranked junior to the DIP Claims).

⁵ The Purchaser shall undertake to resolve any dispute as to Senior Liens prior to the Closing Date.

N. ~~M.~~ The Purchase Agreement represents a fair and reasonable offer to purchase the Purchased Assets under the circumstances of this Chapter 11 case. No other entity or group of entities has offered to purchase the Purchased Assets for greater overall value to the Debtor's estate than the Purchaser.

O. ~~N.~~ Approval of the Motion and the Purchase Agreement and the consummation of the transactions contemplated thereby is in the best interests of the Debtor's Chapter 11 estate (taken as a whole), its creditors, and other parties in interest.

No Fraudulent Transfer or Merger

P. ~~O.~~ The consideration provided by the Purchaser pursuant to the Purchase Agreement (i) is fair and adequate, (ii) is the highest or otherwise best offer for the Purchased Assets, (iii) will provide a greater recovery for the Debtor's estate than would be provided by any other available alternative, and (iv) constitutes reasonably equivalent value (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and Section 548 of the Bankruptcy Code) and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia. No other person, entity, or group of entities has offered to purchase the Purchased Assets for greater overall value to the Debtor's estate than the Purchaser. The Debtor's determination that the Purchase Agreement constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtor's business judgment. Approval of the Motion and the Purchase Agreement, and the consummation of the transactions contemplated thereby, is in the best interests of the Debtor, its estate, creditors, and other parties in interest.

Q. ~~P.~~ The Purchase 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 the Purchaser is fraudulently entering into the transaction contemplated by the Purchase Agreement.

R. ~~Q.~~ The Purchaser is not a mere continuation of the Debtor or its estate, and there is no continuity of enterprise between the Purchaser and the Debtor. The Purchaser is not holding itself out to the public as a continuation of the Debtor. ~~The Purchaser is not a successor to the Debtor or its estate and the Sale and is not an “insider” or “affiliate” of the Debtor, as those terms are defined in the Bankruptcy Code, and no common identity of incorporators, directors or stockholders existed between the Purchaser and the Debtor. Pursuant to the Purchase Agreement, the Purchaser is not purchasing all of the Debtor’s assets in that the Purchaser is not purchasing any of the Excluded Assets. The conveyance of the Purchased Assets does not amount to a consolidation, merger, or *de facto* merger of the Purchaser and the Debtor and/or Debtor’s estate, there is not substantial continuity between the Purchaser and the Debtor, there is no continuity of enterprise between the Debtor and the Purchaser, the Purchaser is not a mere continuation of the Debtor or the Debtor’s estate, and the Purchaser does not constitute a successor to the Debtor or the Debtor’s estate. On the Closing Date, the Purchaser shall be deemed to have assumed only the Assumed Obligations (as defined in the Purchase Agreement). Except for the Assumed Obligations, the Purchaser’s acquisition of the Purchased Assets shall be free and clear of any “successor liability” claims of any nature whatsoever, whether known or unknown and whether asserted or unasserted as of the Closing Date. The Purchaser’s operations shall not be deemed a continuation of the Debtor’s business as a result of the acquisition of the Purchased Assets. The Purchaser would not have acquired the Purchased Assets but for the foregoing protections against potential claims based upon “successor liability” theories.~~

Validity of Transfer

S. ~~R.~~The Debtor has, to the extent necessary and applicable, (i) full corporate power and authority to execute and deliver the Purchase Agreement and all other documents contemplated thereby, (ii) all corporate authority necessary to consummate the transactions contemplated by the Purchase Agreement, and (iii) taken all corporate action necessary to authorize and approve the Purchase Agreement and the consummation of the transactions contemplated thereby. The Sale has been duly and validly authorized by all necessary corporate action. No consents or approvals, other than those expressly provided for in the Purchase Agreement, are required for the Debtor to consummate the Sale, execute the Purchase Agreement, or consummate the transactions contemplated thereby.

T. ~~S.~~The Debtor has (except to the extent otherwise provided in the Purchase Agreement) title to the Purchased Assets. The transfer of the Purchased Assets to the Purchaser will be, as of the Closing Date (~~as defined in the Purchase Agreement~~), a legal, valid, and effective transfer of the Purchased Assets, which transfer vests or will vest the Purchaser with all right, title, and interest of the Debtor to the Purchased Assets free and clear of (i) all Liens (as defined in the Purchase Agreement) relating to, accruing, or arising any time prior to the Closing Date, 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 Purchaser'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

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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”), with the exception of any ~~Permitted~~Assumed Encumbrances and Assumed Obligations, each as defined in the Purchase Agreement (the “~~Permitted~~Assumed Encumbrances” and “Assumed Obligations”).

Section 363(f) is Satisfied

U. ~~F.~~ The conditions of Section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtor may sell the Purchased Assets free and clear of any Claims and Interests in the property.

V. ~~U.~~ The Purchaser would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby if the Sale of the Purchased Assets to the Purchaser, and the assumption and assignment of the Contracts to the Purchaser, were not free and clear of all Claims and Interests of any kind or nature whatsoever (except the ~~Permitted~~Assumed Encumbrances and Assumed Obligations), or if the Purchaser would, or in the future could, be liable for any of such Claims and Interests.

W. ~~V.~~ The Debtor may sell the Purchased Assets free and clear of all Claims and Interests against the Debtor, its estate, or any of the Purchased Assets (except the ~~Permitted~~Assumed Encumbrances and Assumed Obligations) because, in each case, one or more of the standards set forth in Section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Claims and Interests against the Debtor, its estate, or any of the Purchased Assets, who did not object, or who withdrew their objections to the Sale or the Motion, are deemed to have

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consented thereto pursuant to Section 363(f)(2) of the Bankruptcy Code. Those holders of such Claims and Interests who did object fall within one or more of the other subsections of Section 363(f) and are adequately protected by having their Claims and Interests if any, in each instance against the Debtor, its estate, or any of the Purchased Assets, attach to the cash proceeds of the Sale ultimately attributable to the Purchased Assets in which such creditor alleges an interest, in the same order of priority, with the same validity, force, and effect that such creditor had prior to the Sale, subject to any claims and defenses the Debtor or its estate may possess with respect thereto.

Application of Sale Proceeds

~~W. The cash proceeds of the Sale (net of transaction costs) shall be applied first to permanently repay the DIP Obligations (as defined in the Final DIP Order [Dkt. No. 440]) pursuant to the terms of the Final DIP Order and the DIP Credit Agreement. The liens of the DIP Lenders under the DIP Credit Agreement shall attach to any amounts returned to the Debtor by the trustee as a result of the sale of any of the Purchased Assets pursuant to that certain Decommissioning Trust Agreement approved by the Court on November 29, 2012 [Dkt. No. 941] and such amounts shall also be applied to permanently repay the DIP Obligations pursuant to the terms of the DIP Credit Agreement.~~

ORRI and NPI Disgorgement

X. On August 24, 2012, the Court entered that certain Order Regarding Debtor's Emergency Motion for an Order Authorizing (1) Payment of Funds Attributable to Overriding Royalty Interests in the Ordinary Course of Business and (2) Payment of Funds Attributable to Net Profits Interests Subject to Further Order of the Court Requiring Disgorgement Thereof [Dkt. No. 191] (the "**Conveyance Order**"). Pursuant to the Conveyance Order, the Debtor was authorized to pay certain funds attributable to Overriding Royalty Interests and Net Profits

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Interests to the Overriding Royalty Interest and Net Profits Interests holders (the “**Subject Interest Holders**”), provided that such Subject Interest Holders entered into that certain Agreement to Disgorge Funds Upon Order Of The Bankruptcy Court, in the form of Annex A attached to the Conveyance Order (the “**Disgorgement Agreement**”).

Y. Pursuant to the Disgorgement Agreement, the Subject Interest Holders agreed to deliver in available funds to the Debtor and its estate any amounts that the Subject Interest Holders are required to disgorge within thirty (30) days of the date on which an order is entered by the Court directing the Subject Interest Holders to disgorge any such amounts (a “**Disgorgement Order**”). The Conveyance Order remains in full force and effect, ~~but in an abundance of caution, this Sale Order shall provide that in the event that a Disgorgement Order is entered and/or any disgorgement, recovery in respect of or return of distributions made to a Subject Interest Holder (or any assignee thereof) is ordered or agreed to, such amounts shall be delivered to the Debtor and its estate and in no event shall any such funds be delivered to~~ the provided, however, that the Seller shall promptly (and in any event within three (3) Business Days) transfer any Disgorged Payment received by Seller or any of its Affiliates to Purchaser of any of the Purchased Assets by wire transfer in immediately available funds.

Assumption and Assignment of the Contracts

Z. The assumption and assignment of the Contracts pursuant to the terms of this Order and the Bidding Procedures Order is integral to the Purchase Agreement and is in the best interests of the Debtor, its estate, creditors, and other parties in interest, and represents the Debtor’s reasonable exercise of sound and prudent business judgment.

AA. The respective amounts set forth on **Exhibit 2** annexed hereto are the sole amounts necessary under Sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code to cure all monetary defaults and pay all actual pecuniary losses under the Contracts (the

“Cure Amounts”).

BB. The Purchaser has demonstrated adequate assurance of future performance with respect to the Contracts pursuant to Section 365(b)(1)(C) of the Bankruptcy Code.

Compelling Circumstances for an Immediate Sale

CC. The Debtor has demonstrated through the testimony and/or other evidence proffered at the Sale Hearing and the representations of counsel made on the record of the Sale Hearing good and sufficient reasons for approval of the Purchase Agreement and the Sale. The relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and other parties-in-interest. The Debtor has demonstrated (i) good, sufficient, and sound business purposes and justifications for approving the Purchase Agreement and (ii) compelling circumstances for the Sale outside of (a) the ordinary course of business, pursuant to Section 363(b) of the Bankruptcy Code and (b) a Chapter 11 plan, in that, among other things, the immediate consummation of the Sale to the Purchaser is necessary and appropriate to maximize the value of the Debtor’s estate and the Sale will provide the means for the Debtor to maximize distributions to its creditors.

DD. To maximize the value of the Purchased Assets and preserve the viability of the businesses to which they relate, it is essential that the Sale occur within the time constraints set forth in the Purchase Agreement. Time is of the essence in consummating the Sale.

EE. Given all of the circumstances of this Chapter 11 case and the adequacy and fair value of the Purchase Price under the Purchase Agreement, the proposed Sale constitutes a reasonable and sound exercise of the Debtor’s business judgment and should be approved.

FF. The Sale does not constitute a sub rosa Chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford. The Sale neither impermissibly restructures the rights of the Debtor’s creditors nor impermissibly dictates a

liquidating Chapter 11 plan for the Debtor.

GG. The consummation of the Sale and the assumption and assignment of the Contracts is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(f) of the Bankruptcy Code, and all of the applicable requirements of such Sections have been complied with in respect of the Sale.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

General Provisions

1. 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 that any of the ~~following~~ findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the ~~following~~ conclusions of law constitute findings of fact, they are adopted as such.

2. The relief requested in the Motion is granted and approved, and the transactions contemplated thereby and by the Purchase Agreement are approved as set forth in this Order. All capitalized terms not otherwise defined in this Order have the meanings ascribed to such terms in the Motion or the Purchase Agreement, as applicable.

3. This Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order are incorporated herein by reference.

4. The Credit Bid is hereby approved. The portion of the DIP Claims in excess of the amounts expressly stated as part of the Credit Bid shall remain outstanding against Debtor and any of its assets not purchased by the Purchaser, and the Purchaser shall be

protected by and entitled to the benefit of the terms and provisions of the DIP Order, the DIP Credit Agreement and other orders entered by the Court.

5. The Closing Cash Payment shall be distributed as promptly as practicable after the Closing Date as follows: (i) to the holder of a Senior Lien upon agreement by the Purchaser or upon a final and non-appealable judicial determination that such Senior Lien is ranked senior to the DIP Claims; and (ii) to the Purchaser as and to the extent that the Closing Cash Payment exceeds the aggregate amount of the then-remaining Senior Liens (excluding any Senior Liens that have been determined by a final and non-appealable order to be ranked junior to the DIP Claims).

6. ~~4.~~ All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled by announcement to the Court during the Sale Hearing or by stipulation filed with the Court, including any and all reservations of rights included in such objections or otherwise, are hereby denied and overruled on the merits with prejudice. Those parties who did not object or withdrew their objections to the Motion are deemed to have consented pursuant to Section 363(f)(2) of the Bankruptcy Code.

Approval of the Purchase Agreement

7. ~~5.~~ The Purchase Agreement and all other documents ancillary thereto, and all of the terms and conditions thereof, are hereby approved.

8. ~~6.~~ Pursuant to Sections 363(b) and (f) of the Bankruptcy Code, the Debtor is authorized and empowered to take any and all actions necessary or appropriate to (i) consummate the Sale pursuant to and in accordance with the terms and conditions of the Purchase Agreement, (ii) close the Sale as contemplated in the Purchase Agreement and this Order, and (iii) execute and deliver, perform under, consummate, implement, and fully close the Purchase Agreement, including the **transfer of the Purchased Assets and the** assumption and

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assignment of the Contracts to the Purchaser in accordance with the Purchase Agreement, together with all additional ancillary instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and the Sale.

9. ~~7.~~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) all holders of Liens, Claims, encumbrances or other interests (whether known or unknown) in, against, or on all or any portion of the Purchased Assets, (e) all Contract Counterparties, (f) the Purchaser and all successors and assigns of the Purchaser, (g) the Purchased Assets, and (h) 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 Sale Order and the Purchase Agreement shall inure to the benefit of the Debtor, its estate and creditors, the Purchaser, and the respective successors and assigns of each of the foregoing.

Transfer of the Purchased Assets

10. ~~8.~~Pursuant to Sections 105(a), 363(b), 363(f), 365(b), and 365(f) of the Bankruptcy Code, the Debtor is authorized to transfer the Purchased Assets to the Purchaser on the Closing Date and such transfer shall (a) constitute a legal, valid, binding, and effective transfer of the Purchased Assets, (b) vest the Purchaser with title to the Purchased Assets, and (c) upon the Debtor's receipt of the Purchase Price (as may be adjusted as of the Closing Date pursuant to sections 7.02(c) and 12.01 of the Purchase Agreement), be free and clear of all Claims and Interests (other than ~~Permitted~~**Assumed** Encumbrances and Assumed Obligations), with such Claims and Interests to attach to the proceeds of the Sale 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).

~~Upon~~**On** the ~~closing of the Sale~~**Closing Date**, the Purchaser shall take title to and possession of

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the Purchased Assets subject only to the ~~Permitted~~**Assumed** Encumbrances and Assumed Obligations.

11. ~~9.~~The Debtor is hereby authorized to take any and all actions necessary to consummate the transactions contemplated by the Purchase 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.

12. ~~10.~~The transactions authorized herein shall be of full force and effect, regardless of the Debtor's lack of good standing in any jurisdiction in which it is formed or authorized to transact business. Upon consummation of the transactions set forth in the Purchase Agreement, the Purchaser 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.

13. ~~11.~~Subject to the terms, conditions, and provisions of this Order, all 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 Purchaser in accordance with the terms of this Purchase Agreement and this Order.

14. ~~12.~~Subject to the terms, conditions, and provisions of this Order, all entities that are in possession of some or all of the Purchased Assets on the Closing Date are directed to surrender possession of such Purchased Assets to the Purchaser or its assignee ~~at on the closing of the Sale~~**Closing Date**.

15. ~~13.~~ The transfer of the Purchased Assets to the Purchaser pursuant to the Purchase Agreement does not require any consents other than as specifically provided for in the Purchase Agreement.

16. ~~14.~~ 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 except the ~~Permitted~~Assumed Encumbrances and Assumed Obligations.

17. ~~15.~~ If any person or entity which has filed statements or other documents evidencing Claims and Interests on, or in, all or any portion of the Purchased Assets (other than statements or documents with respect to ~~Permitted~~Assumed Encumbrances or Assumed Obligations) shall not have delivered to the Debtor prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all liens or interests which the person or entity has or may assert with respect to all or any portion of the Purchased Assets, the Debtor is hereby authorized and directed, and the Purchaser is hereby authorized, on behalf of the Debtor and each of its creditors, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Purchased Assets.

18. ~~16.~~ 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, other than the ~~Permitted~~Assumed Encumbrances and Assumed Obligations, shall have been

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unconditionally released, discharged, and terminated, and that the conveyances described herein have been effected; provided, however, that such Claims and Interests shall attach to the proceeds of the Sale in the order of their priority, with the same validity, force, and effect which they now have as against the Purchased Assets.

19. ~~17.~~ This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement.

20. ~~18.~~ To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date, subject to section 4.02(f) of the Purchase Agreement, to operate under any license, permit, registration, and governmental authorization or approval of the Debtor with respect to the Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, deemed to be transferred to the Purchaser as of the Closing Date.

21. ~~19.~~ In accordance with Section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Purchased Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of the

Debtor's Chapter 11 case or the consummation of the transactions contemplated by the Purchase Agreement.

Application of Sale Proceeds

~~20. The cash proceeds of the Sale (net of transaction costs) shall be applied first to permanently repay the DIP Obligations pursuant to the terms of the Final DIP Order and the DIP Credit Agreement. The liens of the DIP Lenders under the DIP Credit Agreement shall attach to any amounts returned to the Debtor by the trustee as a result of the sale of any of the Purchased Assets pursuant to that certain Decommissioning Trust Agreement approved by the Court on November 29, 2012 [Dkt. No. 941] and such amounts shall also be applied to permanently repay the DIP Obligations pursuant to the terms of the DIP Credit Agreement.~~

ORRI and NPI Disgorgement

~~21.~~ **22.** In the event that a Disgorgement Order is entered by the Court, and/or any disgorgement, recovery in respect of or return of distributions made to a Subject Interest Holder (or any assignee thereof) is ordered or agreed to, any disgorged funds referenced in the Disgorgement Order shall be delivered to the ~~Debtor and its estate and in no event shall any funds be delivered to the~~ **Purchaser. Seller shall promptly (and in any event within three (3) Business Days) transfer any Disgorged Payment received by Seller or any of its Affiliates to Purchaser** ~~of any of the Purchased Assets.~~ **by wire transfer in immediately available funds.**

Prohibition of Actions Against the Purchaser

~~22.~~ **23.** Except for the ~~Permitted~~ **Assumed** Encumbrances and Assumed Obligations, or as otherwise expressly provided for in this Order or the Purchase Agreement, the Purchaser shall not have any liability or other obligation of the Debtor arising under or related to any of the Purchased Assets. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the Purchase Agreement, the Purchaser shall not be liable for

any Claims and Interests against the Debtor, or any of its predecessors or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, under any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger, mere continuation, continuity of enterprise, or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether liquidated or unliquidated, including, but not limited to, liabilities on account of warranties, intercompany loans and receivables between the Debtor and any non-debtor subsidiary or affiliate, liabilities relating to or arising from any Environmental Laws (as defined in the Purchase Agreement), and any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of any of the Purchased Assets prior to the Closing Date. The consummation of the Sale does not amount to a consolidation, merger or de facto merger of the Purchaser and the Debtor and/or the Debtor's estate, there is not substantial continuity between the Purchaser and the Debtor, there is no continuity of enterprise between the Debtor and the Purchaser, the Purchaser is not a mere continuation of the Debtor or the Debtor's estate, and the Purchaser does not constitute a successor to the Debtor or the Debtor's estate. On the Closing Date, the Purchaser shall be deemed to have assumed only the Assumed Obligations. Except for the Assumed Obligations and Assumed Encumbrances, the Purchaser's acquisition of the Purchased Assets shall be free and clear of any "successor liability" claims of any nature whatsoever, whether known or unknown and whether asserted or unasserted as of the Closing Date. The Purchaser's operations shall not be deemed a continuation of the Debtor's business as a result of the acquisition of the Purchased Assets. The Purchaser is not an agent or a joint venturer of the DIP Agent and the DIP Agent shall have no duties under the

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Purchase Agreement, except to reduce the amount of the allowed claims of the DIP Lenders and the holder of the Prepetition Hedging Obligations (as defined in the DIP Credit Agreement) on the Closing Date by the amount of the Credit Bid used as consideration under the Purchase Agreement, subject to the terms and conditions hereof and as contained in sections 7.02 and 12.01 of the Purchase Agreement. On the Closing Date, the Purchaser shall be deemed to have assumed only the Assumed Obligations.

24. ~~23.~~ Except with respect to ~~Permitted~~Assumed Encumbrances and Assumed Obligations, or as otherwise permitted by the Purchase Agreement or this Order, 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 Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting against the DIP Agent or the Purchaser, any of ~~its~~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, including, without limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding against the DIP Agent or the Purchaser, any of ~~its~~their respective affiliates or any of the foregoing's successors, assigns, or properties, or the Purchased Assets; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the DIP Agent or the Purchaser, any of ~~its~~their respective affiliates or

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any of the foregoing's successors, assigns, or properties, or the Purchased Assets; (c) creating, perfecting, or enforcing any Claims and Interests against the DIP Agent or the Purchaser, any of ~~its~~their respective affiliates or any of the foregoing's successors, assigns, or properties, or the Purchased Assets; (d) asserting any setoff, right of subrogation or recoupment of any kind against any obligation due the DIP Agent or the Purchaser, any of ~~its~~their respective affiliates, or any of the foregoing's successors, assigns, or properties or the Purchased Assets; (e) commencing or continuing any action, in any manner or place, that does not comply with or is inconsistent with the provisions of this Order, other orders of the Court, or the Purchase Agreement or actions contemplated or taken in respect thereof; or (f) revoking, terminating, or failing or refusing to transfer or renew any license, permit, or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets.

25. ~~24.~~ On the Closing Date, or as soon as possible thereafter, each creditor is authorized and directed, and the Purchaser is hereby authorized, on behalf of each of the Debtor's creditors, to execute such documents and take all other actions as may be necessary to release any Claims and Interests and other interests in or on the Purchased Assets (except ~~Permitted~~Assumed Encumbrances and Assumed Obligations), if any, as provided for herein, as such Claims and Interests may have been recorded or may otherwise exist.

26. ~~25.~~ All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability ~~of any~~ of the Debtor to sell and transfer the Purchased Assets to the Purchaser in accordance with the terms of the Purchase Agreement and this Order.

27. ~~26.~~ The Purchaser has given substantial consideration under the Purchase Agreement for the benefit of the Debtor, its estate, and creditors. The consideration given by the Purchaser, including the Credit Bid and the portion of the consideration that consists of

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cash, shall constitute valid and valuable consideration for the releases of any potential Claims and Interests pursuant to this Order, which releases shall be deemed to have been given in favor of the Purchaser by all holders of Claims and Interests against the Debtor or any of the Purchased Assets, other than holders of Claims and Interests relating to the ~~Permitted~~**Assumed** Encumbrances or Assumed Obligations. The consideration provided by the Purchaser for the Purchased Assets under the Purchase Agreement is fair and reasonable and accordingly the Sale may not be avoided under Section 363(n) of the Bankruptcy Code.

28. ~~27.~~ Effective as of the ~~closing of the Sale~~**Closing Date**, the Purchaser, its successors and assigns, shall be designated and appointed the Debtor's true and lawful attorney and attorneys, with full power of substitution, in the Debtor's name and stead, on behalf of and for the benefit of the Purchaser, its successors and assigns, for any purpose as provided in the Purchase Agreement, including for the following purposes: (i) to demand and receive any and all of the Purchased Assets and to give receipts and releases for and in respect of the Purchased Assets, or any part thereof, (ii) from time to time to institute and prosecute in the Debtor's name, for the benefit of the Purchaser, its successors and assigns, any and all proceedings at law, in equity or otherwise, which the Purchaser, its successors and assigns, may deem proper for the collection or reduction to possession of any of the Purchased Assets, and (iii) to do all acts and things with respect to the Purchased Assets which the Purchaser, its successors and assigns, shall deem desirable.

Assumption and Assignment of Contracts

29. ~~28.~~ Pursuant to Sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the closing of the Sale, the Debtor's assumption and assignment to the Purchaser, and the Purchaser's assumption on the terms set forth in the Purchase Agreement, of

the Contracts is hereby approved, and the requirements of Section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

30. ~~29.~~ The Debtor is hereby authorized and directed in accordance with Sections 105(a), 363, and 365 of the Bankruptcy Code to (a) assume and assign to the Purchaser, effective upon the Closing Date, the Contracts free and clear of all Claims and Interests or other interests of any kind or nature whatsoever and (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Contracts to the Purchaser.

31. ~~30.~~ The Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Contract (including those of the type described in Sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to Section 365(k) of the Bankruptcy Code, the Debtor shall be relieved from any further liability with respect to the Contracts after such assignment to and assumption by the Purchaser, except as provided in the Purchase Agreement.

32. ~~31.~~ All defaults or other obligations of the Debtor under the Contracts arising or accruing prior to the Closing Date (without giving effect to any acceleration clauses or any default provisions of the kind specified in Section 365(b)(2) of the Bankruptcy Code), whether monetary or non-monetary, shall be cured pursuant to the terms of the Purchase Agreement on the Closing Date or as soon thereafter as reasonably practicable.

33. ~~32.~~ To the extent a Contract Counterparty to a Contract failed to timely object to a Cure Amount, such Cure Amount shall be deemed to be finally determined and any such

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Contract Counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Amount at any time, and such Cure Amount, when paid, shall completely revive any Contract to which it relates. No sections or provisions of any Contract that purport to provide for additional payments, penalties, charges, or other financial accommodations in favor of the Contract Counterparty to the Contracts shall have any force and effect with respect to the Sale and assignments authorized by this Order, and such provisions constitute unenforceable anti-assignment provisions under Section 365(f) of the Bankruptcy Code and are otherwise unenforceable under Section 365(e) of the Bankruptcy Code. No assignment of any Contract pursuant to the terms of the Purchase Agreement shall in any respect constitute a default under any Contract. The Contract Counterparty to each Contract shall be deemed to have consented to such assignment under Section 365(c)(1)(B) of the Bankruptcy Code, and the Purchaser shall enjoy all of the Debtor's rights and benefits under each such Contract as of the applicable date of assumption without the necessity of obtaining such Contract Counterparty's written consent to the assumption or assignment thereof.

34. ~~33.~~ All Contract Counterparties shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Purchaser, and shall not charge the Debtor or the Purchaser for any instruments, applications, consents, or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers of the Contracts in connection with the Sale.

35. ~~34.~~ With respect to objections to any Cure Amounts that remain unresolved as of the Sale Hearing, such objections shall be resolved in accordance with the procedures approved in the Bidding Procedures Order.

36. ~~35.~~ Nothing in this Order, the Motion, or in any notice or any other document is or shall be deemed an admission by the Debtor that any contract or Contract is an

executory contract or unexpired lease or must be assumed and assigned pursuant to the Purchase Agreement or in order to consummate the Sale.

37. ~~36.~~ The failure of the Debtor or the Purchaser to enforce at any time one or more terms or conditions of any Contract shall not be a waiver of such term(s) or condition(s) or of the Debtor's and Purchaser's rights to enforce every term and condition of such Contract.

38. ~~37.~~ All Contract Counterparties are forever barred and enjoined from raising or asserting against the ~~Purchaser~~ DIP Agent or the Purchaser, any of their respective affiliates, any of the foregoing's successors, assigns, or properties, or the Purchased Assets, any assignment fee, default, breach, Claim, pecuniary loss, or condition to assignment arising under or related to the Contracts existing as of the Closing Date or arising by reason of the closing of the Sale, except for any amounts that are Assumed Obligations.

Other Provisions

38. This Order, the Purchase Agreement, and all documents ancillary thereto shall be binding in all respects upon all of the Debtor's creditors and equity-holders, all Contract Counterparties, all successors and assigns of the Debtor, and any of their respective affiliates and subsidiaries, any trustees, examiners, "responsible persons," or other fiduciaries appointed in the Debtor's Chapter 11 case or upon a conversion of such case to a case under Chapter 7 of the Bankruptcy Code. The Purchase Agreement and any documents ancillary thereto shall not be subject to rejection or avoidance under any circumstances.

39. The Purchase Agreement and all documents ancillary thereto may be modified, amended, or supplemented by the parties thereto in a writing signed by the parties, in accordance with the terms thereof, ~~and in consultation with counsel to the DIP Lenders and DIP Agent upon three days' notice,~~ without further order of the Court; provided that any such modification, amendment, or supplement does not have a material adverse effect on the

Debtor's estate.

40. The consideration provided by the Purchaser to the Debtor pursuant to the Purchase Agreement for the Purchased Assets 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.

41. The transactions contemplated by the Purchase Agreement, including without limitation, the purchase of the Purchased Assets and the assumption and assignment of the Contracts free and clear of Claims and Interests (other than Assumed Obligations and Assumed Encumbrances), are undertaken by the Purchaser 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 shall not affect the validity of the Sale free and clear of Claims and Interests (other than Assumed Obligations and Assumed Encumbrances), unless such authorization and such Sale are duly stayed pending such appeal. The Purchaser is a good faith ~~buyer~~ purchaser within the meaning of Section 363(m) of the Bankruptcy Code and under other applicable Bankruptcy and non-Bankruptcy Law, as such, is entitled to the full protections ~~of~~ under Section 363(m) of the Bankruptcy Code and under other applicable Bankruptcy and non-Bankruptcy Law.

42. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (a) this Chapter 11 case, (b) any subsequent Chapter 7 case into which this Chapter 11 case may be converted, or (c) any related proceeding subsequent to entry of this Order, shall conflict with or derogate from the provisions of the Purchase Agreement or the terms of this Order.

43. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale.

44. The failure to specifically include any particular provision of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement be authorized and approved in its entirety; provided, however, that this Order shall govern if there is any inconsistency between the Purchase Agreement (including all documents ancillary thereto) and this Order. Likewise, all of the provisions of this Order are non-severable and mutually dependent.

45. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Purchase Agreement, all amendments thereto, and any waivers and consents thereunder, and each ancillary document executed in connection therewith to which the Debtor is a party or which has been assigned by the Debtor to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Purchased Assets to the Purchaser, (b) interpret, implement, and enforce the provisions of this Order, (c) protect the Purchaser against any Claims and Interests or any other interest in or against the Debtor or the Purchased Assets of any kind or nature whatsoever attaching to the proceeds of the Sale, ~~and (d)~~ determine rights to the escrowed Closing Cash Payment as contemplated by Paragraph 5 hereof (and to determine the relative priorities of the liens securing the DIP Claims and any purported Senior Liens in connection therewith), and (e) enter any orders under Section 363 or 365 of the Bankruptcy Code with respect to the Contracts.

46. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

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47. This Order shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rules 6004(g), 6004(h), 6006(d), 7062, 9014, or otherwise. The Debtor and the Purchaser are authorized to close the Sale immediately upon entry of this Order, subject to the terms and conditions contained in the Purchase Agreement.

48. To the extent that this Order is inconsistent with the Purchase Agreement or any prior order or pleading with respect to the Motion in this Chapter 11 case, the terms of this Order shall govern.

SIGNED this ____ day of ~~March~~May, 2013.

MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Purchase Agreement

EXHIBIT 2

Cure Amounts

Part 6

Schedule 2.02(o)

Purchased Claims

All Claims related to or arising out of the blowout of BP's Macondo well and the resulting explosion of the Deepwater Horizon in the Gulf of Mexico ("Deepwater Horizon Spill"), the subsequent moratorium, and/or other consequences of the Deepwater Horizon Spill against BP Exploration & Production Inc., BP America Production Company, BP p.l.c., and/or related entities (collectively, "BP") and/or other defendants, including the Claim submitted in January 2013 under the Oil Pollution Act of 1990 for loss of profits and earning capacity as a result of the Deepwater Horizon Spill and any similar Claims against the United States of America and any agencies thereof as now or previously constituted, also arising out of the Deepwater Horizon Spill, the subsequent moratorium, and/or other consequences of the Deepwater Horizon Spill.

Schedule 2.03(g)

Excluded Claims

All Claims excluded as Rejected Assets in accordance with Section 2.02 of the Asset Purchase Agreement to which this Schedule 2.03(g) is attached.

Part 7

Confidential

TENT HOLDINGS, LLC TERM SHEET

This Term Sheet sets forth the principal terms of Tent Holdings, LLC, a to-be formed Delaware limited liability company (the “Company”) that, along with GoM Bidco, LLC, a to-be formed Delaware limited liability company (“OpCo”), will be the vehicle for the DIP Agent to credit and cash bid for certain assets of ATP Oil & Gas Corporation (“ATP”) pursuant to a Bankruptcy Code Section 363 sale (the “Sale”). Prior to Closing, the DIP Lenders (as defined below) will contribute the applicable portion of their outstanding loan amounts (“DIP Loans”) under the Senior Secured Superpriority Priming Debtor-in-Possession Credit Agreement dated as of August 29, 2012, by and among ATP, as borrower, the lenders from time to time party thereto (the “DIP Lenders”), and Credit Suisse AG, as administrative agent and collateral agent (in such capacity, the “DIP Agent”), together with all collateral or security documents executed in connection therewith by ATP or its affiliates (as amended, supplemented and modified from time to time, the “DIP Credit Agreement”), to the Company in exchange for Class A Interests in the Company. The non-U.S. DIP Lenders and, if applicable, any tax-exempt U.S. DIP Lenders will have the option (or, if necessary for BOEM purposes, the obligation) to hold their membership interests in the Company indirectly through a to-be formed domestic blocker “C” corporation, Tent Blocker, Inc., a Delaware corporation (the “Blocker”).

OpCo will obtain commitments from certain DIP Lenders for a Senior Secured Bridge Facility (the “Senior Bridge Facility”) on the terms set forth in a Commitment Letter substantially in the form previously delivered to the DIP Lenders. In addition, the DIP Lenders will be offered the opportunity to purchase (together with new investors) (collectively, “New Equity Investors”) Class B Interests in the Company with an aggregate cash purchase price of up to \$300,000,000. In addition, it is anticipated that OpCo will raise up to an additional \$300,000,000 in new first lien debt. The maximum aggregate amount of capital to be raised through the issuance of Class B Interests and new first lien debt shall be \$500,000,000 and the minimum shall be \$300,000,000. The several commitments of the DIP Lenders under the Senior Bridge Facility will be reduced, pro rata, by (a) 100% of all net cash proceeds from the issuance of equity interests by the Company and (b) 100% of all net cash proceeds from the issuance or incurrence of additional debt by OpCo. A structure chart, which assumes that the Senior Bridge Facility will not be drawn upon, is attached hereto as Annex A.

The following terms will be set forth in the Company’s Limited Liability Company Agreement (the “LLC Agreement”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the DIP Credit Agreement.

Issuer	The Company.
Operating Company	OpCo. OpCo will be a wholly owned subsidiary of the Company. OpCo will own and operate the ATP assets purchased in the Sale.
Business	To engage in oil and gas exploration and exploitation primarily in the Gulf of Mexico (the “ <u>Business</u> ”).

<p>Members</p>	<p><u>Class A Members</u>: the DIP Lenders (either directly or through the Blocker) will hold Class A Interests¹</p> <p><u>Class B Members</u>: the New Equity Investors will hold Class B Interests</p> <p><u>Class C Members</u>: Management will hold Class C Interests (although management may also acquire Class B Interests in their capacity as New Equity Investors)</p> <p>The Class A Members and the Class B Members are sometimes referred to collectively as the “<u>Voting Members</u>”.</p>
<p>Type and Amount of Security</p>	<p>The aggregate amount of Class A Membership Interests (“<u>Class A Interests</u>”) and Class B Membership Interests (“<u>Class B Interests</u>”) will be allocated proportionally based on the aggregate amount of DIP Loans contributed by the DIP Lenders and the aggregate amount of cash contributed by the New Equity Investors, respectively, unless otherwise agreed by the Required Lenders and prospective Class B Members.</p> <p><u>DIP Lenders</u>: The relative ownership of the Class A Interests will reflect the ownership of the DIP Loans contributed to the Company at the Closing, provided that the DIP Loans comprising the \$117M loaned pursuant to the third amendment to the DIP Credit Agreement, dated February 12, 2013 (the “<u>Third Amendment Tranche</u>”), will receive Class A Interests based on a 30% OID value of such tranche (i.e., \$142M face amount). The Class A Members will be entitled to a cumulative preferred return equal to eight percent (8%) per annum (the “<u>Class A Preferred Return</u>”) on their unreturned capital contributions.</p> <p><u>New Equity Investors</u>: The Class B Members will be entitled to a cumulative preferred return equal to eight percent (8%) per annum (the “<u>Class B Preferred Return</u>”) on their unreturned capital contributions. The Class A Preferred Return and the Class B Preferred Return will be pari passu.</p> <p><u>Management</u>: Class C Membership Interests (“<u>Class C Interests</u>”) equaling a total of up to 10% of the Membership Interests of the Company, after the Class A Members receive their Class A Preferred Return and the Class B Members receive their Class B Preferred Return, as provided in “Distributions” below. Class C Interests will be subject to vesting and will be non-voting. To the extent less than all Class C Interests are issued as of the Closing, the remaining interests will not be deemed to be outstanding until they are actually issued at which time they will be issued based on the then-current value.</p> <p>The Class A Membership Interests, Class B Membership Interests and Class C Membership Interests are sometimes referred to collectively as “<u>Membership Interests</u>”, and the Class A Membership Interests and Class B Membership Interests</p>

¹ For the avoidance of doubt, Macquarie Bank Limited, as a holder of secured Prepetition Hedge Obligations, will also hold Class A Interests.

	are sometimes referred to collectively as “ <u>Voting Interests</u> ”.
Contribution	<p>The DIP Lenders will contribute a portion of their DIP Loans equal to the non-cash portion of the amount of the credit bid to the Company in exchange for Class A Interests in a tax-free contribution pursuant to Section 721(a) of the Tax Code and each DIP Lender will have a capital account equal to aggregate principal amount of the DIP Loans (as adjusted for the additional OID attributable to the Third Amendment Tranche as described above) contributed by that DIP Lender. The New Equity Investors will contribute cash to the Company in exchange for Class B Interests and each New Equity Investor will have a capital account equal to aggregate amount of cash contributed by that New Equity Investor.</p> <p>The DIP Lenders and the New Equity Investors will execute (i) the LLC Agreement, (ii) a Contribution Agreement and (iii) a Registration Rights Agreement at the formation of the Company (the “<u>Closing</u>”). The Class C Members (i) will not make a capital contribution, (ii) will only have a profits interest and (iii) will share in up to ten percent (10%) of the profits and increase in value of the Company in excess of the amount of the Class A Member and Class B Member contributions, with such sharing to occur after the Class A Members receive their Class A Preferred Return and the Class B Members receive their Class B Preferred Return.</p>
Additional Capital Contributions	Members will not be required to contribute additional capital to the Company post-Closing.
Distributions	<p>The Company will be required to make annual tax distributions to each Member in an amount equal to 40% of the taxable income that is/would be allocated to such Member. Tax distributions shall not be counted as a return of capital or a preferred return for purposes of clauses (i) and (ii) below.</p> <p>All other distributions will be made (i) first pro rata to the Class A Members and the Class B Members to the extent of their undistributed Class A Preferred Return and Class B Preferred Return; (ii) second pro rata to the Class A Members and Class B Members to the extent of their capital contributions; and (iii) third pro rata to the Class A Members, Class B Members and Class C Members, in each case, in accordance with their relative percentage ownership of Membership Interests.</p>
Board of Managers	<p>All management powers over the business and affairs of the Company will be exclusively vested in a Board of Managers, except as otherwise set forth in this Term Sheet.</p> <p>7 total seats</p> <p>Class A Interests (“<u>Class A Managers</u>”)..... 3 Seats Class B Interests (“<u>Class B Managers</u>”)..... 2 Seats Independent Manager..... 1 Seat OpCo CEO..... 1 Seat</p> <p>The initial Class A Managers shall be proposed by the DIP Lenders, subject to approval by the Required Lenders, prior to Closing.</p>

The initial Class B Managers shall be proposed by the New Equity Investors, subject to a Class B Member Approval, prior to Closing.

The number of Managers constituting the entire Board of Managers shall not be increased or decreased except with the approval of a majority of the Board of Managers, including at least one Class A Manager and one Class B Manager, and a Majority Member Approval (as defined below).

Any matter on which the Board of Managers is authorized to take action may be taken by written consent, in lieu of a meeting, executed by all Managers.

Each of the three Class A Members holding the largest percentages of Class A Interests shall be entitled to appoint one of the three (3) Class A Managers so long as such Class A Member holds at least fifteen percent (15%) of the Class A Interests; if all three (3) of the Class A Managers have not been appointed pursuant to the immediately preceding clause, then the remaining Class A Managers shall be appointed by Class A Member Approval without cumulative voting.

Each of the two Class B Members holding the largest percentage of Class B Interests shall be entitled to appoint one of the two (2) Class B Managers so long as such Class B Member holds at least fifteen percent (15%) of the Class B Interests; if both of the Class B Managers have not been appointed pursuant to the immediately preceding clause, then the remaining Class B Managers shall be appointed by Class B Member Approval without cumulative voting.

The Independent Manager will be an industry or financial expert unaffiliated with any Member appointed by majority vote of the Board of Managers. A search for a candidate to be an Independent Manager will be commenced promptly.

Managers shall be elected on an annual basis. Any Member or Members that have the power to appoint a Manager shall also have the power to remove such Manager and to fill the applicable vacancies. The Board of Managers shall have the power (by a majority vote) to remove the Independent Manager and to fill any such vacancy.

Each holder of at least ten percent (10%) of the Class A Interests shall be entitled to appoint an observer to the Board of Managers (but shall not be entitled to appoint both a Class A Manager and an observer at the same time).

Each holder of at least ten percent (10%) of the Class B Interests shall be entitled to appoint an observer to the Board of Managers (but shall not be entitled to appoint both a Class B Manager and an observer at the same time).

All Committees of the Board of Managers shall have the same membership as the Board of Managers, unless otherwise agreed by all members of the Board of Managers.

The Boards of Directors/Managers of each of the Company's subsidiaries, including OpCo, will be the same as the Board of Managers of the Company, unless any member of the Board of Managers elects not to serve on the Board of a particular subsidiary, in which case the size of the Board of such subsidiary shall be reduced by

	<p>such number of members.</p> <p>The Board of Directors of the Blocker shall consist of one director, who will be elected by a majority of the shares held by the shareholders of the Blocker. Such director’s authority shall be limited to administrative actions that are necessary and incidental to the Blocker’s ownership interest in OpCo. All other matters shall be submitted to a vote of the shareholders of the Blocker.</p> <p>Related party transactions require the approval of a majority of the disinterested members of the Board of Managers.</p>
<p>Indemnification; Fiduciary Duties and Appraisal Rights</p>	<p>The Company will agree to indemnify members of the Board of Managers and the Company’s officers to the fullest extent permitted by applicable law out of the assets of the Company or OpCo; provided that:</p> <ul style="list-style-type: none"> • in the case of an officer, the indemnitee acted in good faith and in a manner the indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, the indemnitee had no reasonable cause to believe the indemnitee’s conduct was unlawful, and • in the case of a Manager, the action or inaction giving rise to the indemnification obligation did not result from the fraud or willful misconduct of the indemnitee and, with respect to any criminal action or proceeding, the indemnitee had no reasonable cause to believe the indemnitee’s conduct was unlawful. <p>The Company will maintain D&O insurance.</p> <p>After the Closing, the Company will indemnify each Steering Committee Representative (as defined in the Direction Letter to which this term sheet is attached), and each such Steering Committee Representative’s respective agents and representatives on terms that are consistent with the terms provided in the Direction Letter.</p> <p>The Board of Managers will not be subject to fiduciary duties. The LLC Agreement will expressly disclaim appraisal rights.</p>
<p>Management Incentive Pool</p>	<p>Management Incentive Pool of Class C Interests equaling a total of up to ten percent (10%) of the Membership Interests of the Company (the “<u>Incentive Pool</u>”) will be available for grant by the Board of Managers to officers, directors, employees, managers or consultants of the Company, OpCo or any other subsidiary. Class C Interests will be subject to vesting based upon continued employment as set forth on <u>Annex B</u>. Distributions, if any, on issued but unvested Class C Interests will be held in escrow by the Company for the benefit of the holder and shall be released to such holder upon the vesting of such Class C Interest. In the event any unvested Class C Interests are forfeited, amounts held in escrow will be allocated to the remaining Members in proportion to their respective Membership Interests, treating the forfeited Class C Interest for this purpose as not having been outstanding. Any Class C Interests in the Incentive Pool not initially allocated to management may be granted at any time by the Board of Managers to any officer, director, employee, manager or</p>

	consultant without further approval by the Members.
Approvals Generally	<p>Absent a specific requirement to the contrary, matters requiring approval of the Members are deemed properly taken upon the affirmative vote or consent of the Voting Members holding a majority of the Voting Interests (a “<u>Majority Member Approval</u>”). On all matters, Voting Interests held by the Blocker shall be voted in the same proportion in which the shares of the common stock of the Blocker were voted by the shareholders of the Blocker.</p> <p>The following actions specifically require a Majority Member Approval:</p> <ul style="list-style-type: none"> • Incurrence of borrowings/indebtedness such that the aggregate amount of indebtedness at any time would exceed \$100,000,000 more than the amount of indebtedness at Closing • Sale, merger or consolidation of the Company or sale of all or substantially all of its assets, including OpCo or any other material subsidiary • Issuance of new Membership Interests in, or otherwise consummating, an initial public offering • Liquidation or dissolution of the Company • Change in tax status • Change in size of Board of Managers
Special Member Approvals	<p>The following actions require the affirmative vote or consent of the Voting Members holding at least sixty-six and two-thirds percent (66 2/3%) of the Voting Interests (a “<u>Special Member Approval</u>”):</p> <ul style="list-style-type: none"> • Any action that would cause the Company or its subsidiaries (including OpCo) to engage in any business activities other than the Business or to change the nature of the Business
Class Approvals	<p>The following actions require the affirmative vote or consent of the Class A Members holding at least a majority of the Class A Interests (a “<u>Class A Member Approval</u>”):</p> <ul style="list-style-type: none"> • Any amendment or waiver of the LLC Agreement that would adversely change the rights, preferences or privileges of the Class A Interests or that would adversely affect the Class A Members in a disproportionate manner. <p>The following actions require the affirmative vote or consent of the Class B Members holding at least a majority of the Class B Interests (a “<u>Class B Member Approval</u>”):</p>

	<ul style="list-style-type: none"> Any amendment or waiver of the LLC Agreement that would adversely change the rights, preferences or privileges of the Class B Interests or that would adversely affect the Class B Members in a disproportionate manner.
Preemptive Rights	<p>Voting Members holding at least one percent (1%) of the Voting Interests (the “<u>Significant Members</u>”) shall have pro rata preemptive rights on issuances of additional Membership Interests (or rights to acquire additional Membership Interests) to the extent necessary to maintain their respective proportionate fully diluted equity interests in the Company. These preemptive rights shall not apply to (i) issuances of Class C Interests included in the Incentive Pool or (ii) issuances as direct consideration for the acquisition by the Company of another business entity or the merger of any business entity with or into the Company approved by the Board of Managers.</p> <p>The preemptive rights mechanics will permit the Company to issue Membership Interests in an initial closing with one or more Significant Members so long as such closing is followed by proper notice and reallocation to all Significant Members who desire to exercise their preemptive rights. Any Significant Member that purchases its full pro rata share of any such issuance will have a right of over-allotment to purchase any under-subscribed shares of other Significant Members.</p>
Drag-Along Right	<p>If a Voting Member or Voting Members owning greater than fifty percent (50%) of the Voting Interests receives a bona fide offer (an “<u>Acquisition Proposal</u>”) in writing to transfer its/their Membership Interests to a third party and such Member or Members (the “<u>Selling Member(s)</u>”) desire to accept such Acquisition Proposal, each Member will be obligated to sell all of its Membership Interests to such third party on the terms and conditions set forth in the Acquisition Proposal, and shall agree to make to the proposed purchaser the same representations, warranties, covenants (other than non-competition, non-solicitation and other similar restrictive covenants), indemnities and other agreements as the Selling Member(s) agrees to make to the proposed purchaser; provided that (A) all Members shall be liable on a pro rata basis for breaches of representations and warranties other than any breach of a representation or warranty made by a Member as to such Member’s title or authority, for which such Member shall be severally liable, and no Member shall be required to indemnify the proposed purchaser or otherwise assume any liability for amounts in excess of the portion of the purchase price actually received by such Member, (B) the terms of the Acquisition Proposal may not be more favorable in any non-de minimis manner to the Selling Member(s) than to the other Members and (C) any sale to an affiliate of any of the Selling Member(s) must be approved by a majority of the disinterested Voting Members.</p>
Tag-Along Rights	None.
Registration Rights	<p>The Voting Members will have customary registration rights pursuant to a Registration Rights Agreement executed at Closing, including:</p> <ul style="list-style-type: none"> The Voting Members owning greater than fifty percent (50%) of the Voting Interests shall have the right to cause the Company to file a registration statement with the SEC registering the Voting Interests and

	<p>the outstanding shares of common stock of the Blocker; and</p> <ul style="list-style-type: none"> • Unlimited piggyback rights on other registrations by the Company (subject to customary pro rata cutback provisions). <p>In connection with the consummation of an initial public offering, the Company may elect to adopt another organizational structure, including a “C” corporation, and the provisions relating to distributions, the Board of Managers, approval, pre-emptive rights, drag-along, dissolution and information rights may be amended/terminated as appropriate, in each case, with Majority Member Approval.</p>
Dissolution	The Company shall be dissolved upon (a) the election of the Board of Managers to dissolve, with Special Member Approval, (b) the written election by any Significant Member following the sale of all or substantially all of the assets of the Company or (c) the entry of a decree of judicial dissolution.
Information Rights	<p>The Company will use its commercially reasonable efforts to provide the following information rights:</p> <p>The Company will engage an accounting firm and to prepare the initial financial statements of the Company as promptly as practicable following the Closing. Once the initial financial statements have been prepared, monthly and quarterly unaudited financial reports and annual audited financial statements will be made available to all Members via an online data site to which each Member has access; each Significant Member will have the right to periodically inspect the Company’s financial books and records at reasonable times and upon reasonable advance notice. The Company will produce and upon the request of any Member, provide to such Member and any qualified institutional buyer designated by such Member such financial and other information as such Member may reasonably determine is necessary in order to permit compliance with the information requirements of Rule 144A under the Securities Act in connection with the resale of any Membership Interest.</p> <p>To the extent a shareholder of the Blocker reasonably determines that the information requirements of Rule 144A under the Securities Act are not satisfied by the financial and other information produced by the Company, the Blocker shall provide such additional information to such shareholder and any qualified institutional buyer designated by such shareholder as shall be requested to permit the resale of such shareholder’s common stock in the Blocker pursuant to Rule 144A.</p>
Confidentiality	The Company and each of the Members will agree to keep confidential and not disclose any confidential or proprietary information that such party may obtain relating to the Company, its Affiliates or any other party to the LLC Agreement, subject to standard exceptions. The parties will be permitted to disclose such information to their attorneys, accountants, consultants and other professionals to the extent necessary to obtain their services in connection with the LLC Agreement.
Non-Binding Term Sheet	This Term Sheet describes certain of the principal terms for the structure of the Company and the terms and conditions of the LLC Agreement, is being distributed for discussion purposes only, is confidential, and may not be disclosed to third

	<p>parties. This Term Sheet is preliminary, is non-binding and shall not be construed as an admission or waiver by any person or entity. The terms set forth herein are subject to, among other things, the preparation and execution of satisfactory documentation, including the LLC Agreement.</p>
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Annex A

[Structure Chart attached hereto]

Annex B

Reason for Termination /Type of Interests	For Cause	Without Cause	Quit w/out Good Reason	Quit w/ Good Reason	Death/ Disability
Unvested Interests	Forfeit	Forfeit but round up vesting by 1 year	Forfeit	Forfeit but round up vesting 1 year	Forfeit but round up vesting 1 year
Vested Interests	Forfeit	Retain	Retain	Retain	Retain