

**ATP OIL & GAS CORPORATION**

December 8, 2011

**VIA Federal Express**

**Bureau of Ocean Energy Management**

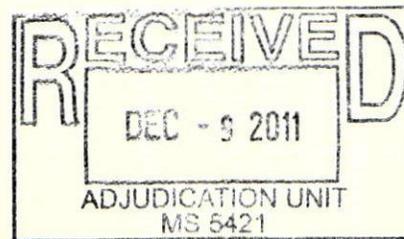
1201 Elmwood Park Blvd.  
New Orleans, Louisiana 70123-2394

**ATTN:** Adjudication Section

**RE: Document:** Assignment and Bill of Sale

**Leases:** Green Canyon Block 299, OCS-G 15571  
Green Canyon Block 300, OCS-G 22939

**Category:** 7 = Contracts, Agreements and Conveyances



Dear Adjudication Section:

Please find three (3) counterparts of an Assignment and Bill of Sale, effective as of June 1, 2011, from Stephens Production Company, LLC (GOM #2478), as Assignor, to ATP Oil & Gas Corporation (GOM #1819), as Assignee. This Assignment and Bill of Sale is being submitted to The Bureau of Ocean Energy Management as a non-required document filing Category 7.

Enclosed is my payment confirmation receipt (**Pay.gov Tracking ID: 2555GGKK and Agency Tracking ID: 74261742229**) via Pay.Gov in the amount of Fifty-four Dollars (\$54.00), to cover the filing fee for this Assignment and Bill of Sale.

**Please return two counterparts of the Assignment and Bill of Sale to the undersigned after processing.** Should you have any questions please contact me at 713.403.5542.

Sincerely,

**ATP Oil & Gas Corporation**

A handwritten signature in cursive script, appearing to read "Sara B. Guerra".

Sara B. Guerra  
Asst. Manager Land

Enclosure

**ASSIGNMENT AND BILL OF SALE**

<b>UNITED STATES OF AMERICA</b>	§	<b>Green Canyon</b>
<b>OUTER CONTINENTAL SHELF</b>	§	<b>Blocks 299 and 300</b>
<b>OFFSHORE LOUISIANA</b>	§	<b>OCS-G 15571 and 22939</b>

**KNOW ALL MEN BY THESE PRESENTS:**

This Assignment and Bill of Sale ("**Assignment**") is by and between **Stephens Production Company, LLC (GOM #02478)**, an Arkansas limited liability company, whose address is Stephens Building, 623 Garrison Avenue, Fort Smith, Arkansas 72901 ("**Assignor**") and **ATP Oil & Gas Corporation (GOM #1819)**, a Texas corporation, whose address is 4600 Post Oak Place, Suite 100, Houston, Texas 77027 ("**Assignee**"). This Assignment is effective as of June 1, 2011 ("**Effective Date**"), which is the effective date of Assignor's withdrawal from the Clipper OOA (as defined below).

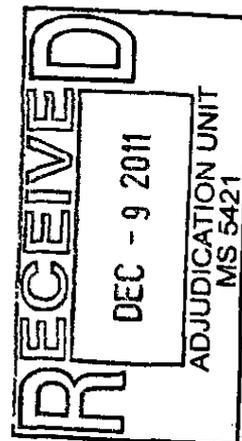
This Assignment concerns the following two Outer Continental Shelf leases:

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, covering all of Block 300, Green Canyon, OCS Official Protraction Diagram, NG 15-3 ("**GC 300 Lease**"); and

Oil and Gas Lease bearing Serial No. OCS-G 15571, dated effective as of July 1, 1995, granted by the United States of America, as Lessor, in favor of Enserch Exploration, Inc., as Lessee, covering all of Block 299, Green Canyon, OCS Official Protraction Diagram, NG 15-3, which terminated on September 1, 2009 ("**Terminated GC 299 Lease**").

Assignor owns an undivided eighteen percent (18.0000%) operating rights interest in and to GC 300 Lease INsofar AND ONLY INsofar as the GC 300 Lease covers the 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), hereafter the "**GC 300 Operating Rights Interest**."

Prior to the termination of the Terminated GC 299 Lease, Assignor owned an undivided eighteen percent (18.0000%) operating rights interest in and to Terminated GC 299 Lease INsofar AND ONLY INsofar as the Terminated GC 299 Lease covered depths from the surface down to and including 17,440' Total Vertical Depth Subsea (TVDSS), hereafter the "**Terminated Lease Operating Rights**."



Assignor for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby assign, grant, sell, convey and deliver unto Assignee (i) Assignor's entire GC 300 Operating Rights Interest, (ii) Assignor's entire right, title and interest in and to the Terminated Lease Operating Rights, (iii) Assignor's entire interest in and to the wells listed in Exhibit "A" associated with the GC 300 Operating Rights Interest and the Terminated Lease Operating Rights, and (iv) Assignor's entire interest in all other real, personal and mixed property and facilities associated with the GC 300 Operating Rights Interest and the Terminated Lease Operating Rights (collectively the "Assets").

**TO HAVE AND TO HOLD** the Assets unto Assignee, and its successors and assigns, forever, together with all rights and privileges appurtenant thereto, subject to the following terms and provisions.

1. Assignor warrants and agrees to defend title to the Assets against any claims and demands of all persons lawfully claiming an interest in the Assets or any part thereof, by, through or under Assignor, but not otherwise; and Assignee shall have the right of full substitution and subrogation in and to all actions in warranty. Assignor warrants and represents that the Assets are free and clear of all liens, charges, and other encumbrances (except (a) Assignor's proportionate share of the Permitted Encumbrances described in Exhibit "B", (b) any that may apply under the terms and provisions of the Clipper OOA as defined below and (c) any inchoate liens not yet known).
2. Assignor and Assignee acknowledge that the Assets are assigned subject to the following agreements ("**Assumed Agreements**"), and, as of the Effective Date, the Assignee agrees to be bound by and assume all of its respective obligations under and pursuant to each of the Assumed Agreements.
  - (a) Offshore Operating Agreement dated September 17, 2004, by and between Pioneer Natural Resources (USA) Inc., Davis Offshore, L.P., and Stephens Production Company, LLC ("**Clipper OOA**"), as amended;
  - (b) Amendment, Waiver and Ratification of Offshore Operating Agreement dated May 30, 2008, by and between Davis Offshore, L.P., Stephens Production Company, LLC, and ATP Oil & Gas Corporation;
  - (c) Farmout Agreement dated effective January 15, 2005, by and between Murphy Exploration & Production Company – USA, as Farmor, and Pioneer Natural Resources (USA) Inc., Davis Offshore, L.P., and Stephens Production Company, LLC, as Farmees, which pertains only to the 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) ("**GC 300 Operating Rights Interest Farmout Agreement**");
  - (d) Area of Mutual Interest Agreement dated effective November 1, 2005, by and between Pioneer Natural Resources (USA) Inc., Davis Offshore, L.P., and Stephens Production Company, LLC, as amended;
  - (e) Amendment and Ratification of Area of Mutual Interest Agreement dated May

- 30, 2008, by and between Davis Offshore, L.P., Stephens Production Company, LLC and ATP Oil & Gas Corporation;
- (f) Production Handling and Operating Services Agreement dated effective October 1, 2007, by and between Murphy Exploration & Production Company – USA, Eni Petroleum US LLC, and Hydro Gulf of Mexico, L.L.C., as Property Owners, and Pioneer Natural Resources (USA) Inc., Davis Offshore, L.P., and Stephens Production Company, LLC, as Producers;
  - (g) The GC 300 Lease; and
  - (h) The Terminated GC 299 Lease.
3. This Assignment is governed by the withdrawal provisions of the Clipper OOA, which provides that Assignor remains responsible for its Participating Interest share of any Costs (as such terms are defined in the Clipper OOA) of abandonment, operations, rentals, royalties, taxes, damages, liability under environmental laws or other liability or expense accruing or commencing prior to the Effective Date and including, without limitation, any obligations or liabilities that are not identified or identifiable prior to the Effective Date (collectively "**Assignor's Retained Obligations**"). Assignor and Assignee have entered into that certain Settlement Agreement, Mutual Release and Indemnification, dated effective November 30, 2011 ("**Settlement Agreement**"), that covers Assignor's Retained Obligations, and pursuant to which Assignor has agreed to fulfill certain payment obligations to Assignee. This Assignment is subject to the Settlement Agreement, and neither the Settlement Agreement nor the Assignor's Retained Obligations shall be considered for any purpose to be a lien, charge or encumbrance on the Assets, including but not limited to for purposes of Article 17.3.2 of the Clipper OOA or for purposes of Section 1 of this Assignment.
4. Assignee accepts the Assets in their "AS IS AND WHERE IS" condition **AND WITHOUT ANY EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION AS TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM REDHIBITORY VICIS OR DEFECTS, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY OF THE ASSETS OR THEIR FITNESS FOR ANY PURPOSE AND WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY, EXCEPT THE SPECIAL WARRANTY OF TITLE SET FORTH IN SECTION 1 ABOVE.**

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns, and may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall be but one and the same Assignment.

In addition to this Assignment, Assignor and Assignee shall execute such other transfers with respect to the GC 300 Operating Rights Interest utilizing forms that are acceptable to the Bureau of Ocean Energy Management for filing with and/or approval by such entity. The execution of such additional transfers is not intended to convey any

different or additional interests in and to the GC 300 Operating Rights Interest than is contemplated by this Assignment.

*[signatures appear on the following pages]*

**IN WITNESS WHEREOF**, this Assignment is executed by Assignor and Assignee on the dates set forth in their respective acknowledgments hereto, but shall be effective as of the Effective Date.

**ASSIGNOR:**

**Witnesses:**

**STEPHENS PRODUCTION COMPANY,  
LLC**



Printed Name: William L. Watkins, Jr. By: 



Name: Gary Boland

Printed Name: Cynthia Reed

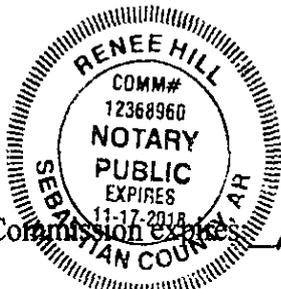
Title: Vice President

**ACKNOWLEDGMENT**

STATE OF ~~TEXAS~~ ARKANSAS  
COUNTY OF ~~HARRIS~~ S. Gastino

Be it known, that on this 6 day of December, 2011, before me, the undersigned authority, personally came and appeared Gary Boland, Vice President of Stephens Production Company, LLC, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as the free act and deed of said company and for the uses and purposes therein set forth and apparent.

**IN WITNESS WHEREOF**, the said appearer has signed these presents and I have hereunto set my official hand and seal, with the said witnesses, on the date hereinabove written.



My Commission Expires: 11-17-2018



Notary Public in and for the State of Arkansas

**ATP Oil & Gas Corporation's signature appears on the following page**

IN WITNESS WHEREOF, this Assignment is executed by Assignor and Assignee on the dates set forth in their respective acknowledgments hereto, but shall be effective as of the Effective Date.

**ASSIGNEE:**

**Witnesses:**

**ATP Oil & Gas Corporation**

Ernestine Jimenez

Printed Name: Ernestine Jimenez

Pragna Vakil

Printed Name: PRAGNA VAKIL

By Leland E. Tate

Name: Leland E. Tate

Title: President

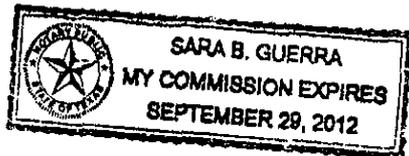
**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF HARRIS**

Be it known, that on this 8<sup>th</sup> day of December, 2011, before me, the undersigned authority, personally came and appeared Leland E. Tate, President of **ATP Oil & Gas Corporation**, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as the free act and deed of said company and for the uses and purposes therein set forth and apparent.

IN WITNESS WHEREOF, the said appearer has signed these presents and I have hereunto set my official hand and seal, with the said witnesses, on the date hereinabove written.



Sara B. Guerra  
Notary Public in and for the State of Texas

My Commission expires: 9/29/2012

**Exhibit A**

**Attached to and made a part of that certain Assignment and Bill of Sale effective June 1, 2011, by and between Stephens Production Company, LLC, as Assignor, and ATP Oil & Gas Corporation, as Assignee**

**Wells**

<b>Area/Block</b>	<b>Lease No.</b>	<b>Name of Well (with API #)</b>
Green Canyon Block 299	OCS-G 15571	SS001 ST02BP01 (60-811-40450-04)
Green Canyon Block 300	OCS-G 22939	SS002 ST01BP00 (60-811-40483-01)

***—End of Exhibit A—***

**Exhibit B**

**Attached to and made a part of that certain Assignment and Bill of Sale effective June 1, 2011, by and between Stephens Production Company, LLC, as Assignor, and ATP Oil & Gas Corporation, as Assignee**

**Permitted Encumbrances**

- The 12.5% of 8/8ths royalty retained by the United States of America, as Lessor, under the GC 300 Lease;
- The 10% of 8/8ths overriding royalty interest retained by Murphy Exploration & Production Company – USA, as Farmor, under the GC 300 Operating Rights Interest Farmout Agreement;
- The 3% of 8/8ths overriding royalty interest assigned to Gregg J. Davis, et al. under that certain Assignment of Overriding Royalty Interest, effective as of January 30, 2006, by and between Pioneer Natural Resources (USA) Inc., Davis Offshore, L.P., and Stephens Production Company, LLC (as “Assignors”) and Gregg J. Davis et al. (as “Assignees”).

***--End of Exhibit B--***