

Serial Register Page

OCS-G02868

Current Status PROD

Central Gulf of Mexico

Sale# 36

Sale Date OCT 16, 1974

22-FEB-2007 Chevron U.S.A. Inc. designates Plains Exploration & Production Company as operator. NE1/4NW1/4SW1/4; SE1/4NW1/4SW1/4 of Block 31, Vermilion Area. and NE1/4NW1/4SW1/4 of Block 31, Vermilion Area. and NE1/4NW1/4SW1/4 of Block 31, Vermilion Area.

22-FEB-2007 Chevron U.S.A. Inc. designates Plains Exploration & Production Company as operator. NE/4NW/4SW/4 of Block 31, Vermilion Area, Limited to Well No B (API No. Pending). and SE/4NW/4SW/4 of Block 31, Vermilion Area.

31-JUL-2007 Held by drilling operations started on 05/30/2007.

17-AUG-2007 Production resumed on 07/06/2001.

11-DEC-2007 Chevron U.S.A. Inc. designates Chevron U.S.A. Inc. as operator. ALL OF BLOCK 31, Vermilion Area.

06-JUL-2011 Chevron U.S.A. Inc. designates Chevron U.S.A. Inc. as operator. SE1/4NW1/4SW1/4 of Block 31, Vermilion Area from surface to 13000' TVD; and ALL OF BLOCK 31, Vermilion Area from 13000 to 99999' TVD.

06-JUL-2011 Chevron U.S.A. Inc. designates Hilcorp Energy GOM, LLC as operator. N1/2; E1/2SW1/4; SW1/4SW1/4; N1/2NW1/4SW1/4; SW1/4NW1/4SW1/4; SE1/4 of Block 31, Vermilion Area from surface to 13000' TVD.

09-DEC-2011 ✓ Record title interest is now held as follows, effective 07/01/2011:

Hilcorp Energy GOM, LLC	100.00000 %
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09-DEC-2011 Hilcorp Energy GOM, LLC designates Chevron U.S.A. Inc. as operator. SE1/4NW1/4SW1/4 of Block 31, Vermilion Area from surface to 13000' TVD, and ALL OF BLOCK 31, Vermilion Area from 13000' TVD down to 99,999.

09-DEC-2011 Hilcorp Energy GOM, LLC designates Hilcorp Energy GOM, LLC as operator. N1/2; E1/2SW1/4; SW1/4SW1/4; N1/2NW1/4SW1/4; SW1/4NW1/4SW1/4; SE1/4 of Block 31, Vermilion Area from surface to 13000' TVD.

OCS-G02868

* * * * *

UNCLASSIFIED

* * * * *

Hilcorp Energy GOM, LLC

Post Office Box 61229
Houston, TX 77208-1229

1201 Louisiana
Suite 1400
Houston, TX 77002

Phone: 713/209-2400
Fax: 713/209-2478

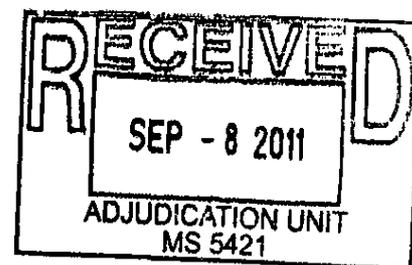
September 7, 2011

U. S. Department of the Interior
Bureau of Ocean Energy Management, Regulation and Enforcement
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123-2394



Attention: Acting Adjudication Unit Supervisor
Adjudication Unit (MS 5421)

RE: Assignment of Record Title Interest
Assignment of Operating Rights Interest
Designation of Operator
Lease OCS-G 2868, Vermilion Block 31
OCS Federal Waters, Gulf of Mexico, Offshore, Louisiana



Ladies and Gentlemen:

Hilcorp Energy GOM, LLC (GOM Company No. 03041) respectfully submits for your review and approval the following documents; please review in the order listed below:

1. Two (2) originals of Form MMS-150 Assignment of Record Title Interest from Chevron U.S.A. Inc. (GOM Company No. 00078) to Hilcorp Energy GOM, LLC (GOM Company No. 03041) covering all of Block 31, Vermilion Area.
2. Pay.gov receipt in the amount of \$186.00 for processing the above Assignment of Record Title Interest.
3. Two (2) originals of Form MMS-151 Assignment of Operating Rights Interest whereby Hilcorp Energy GOM, LLC (GOM Company No. 03041) to Chevron U.S.A. Inc. (GOM Company No. 00078) covering all of Block 31, Vermilion Area from 13,000' TVD down to 99,999' TVD.
4. Pay.gov receipt in the amount of \$186.00 for processing the above Assignments of Operating Rights Interest.
5. Three (3) originals of Form MMS-1123 Designation of Operator from Hilcorp Energy GOM, LLC (GOM Company No. 03041) to Hilcorp Energy GOM, LLC (GOM Company No. 03041) covering an aliquot portion of Block 31, Vermilion Area, from the surface down to 13,000' TVD (no filing fee enclosed since this is not a change in operator).

*Lease OCS-G 2868, Vermilion Block 31
September 7, 2011*

Page Two

6. Three (3) originals of Form MMS-1123 Designation of Operator from Hilcorp Energy GOM, LLC (GOM Company No. 03041) to Chevron U.S.A., Inc. (GOM Company No. 00078) covering an aliquot portion of Block 31, Vermilion Area, from the surface down to 13,000' TVD and as to all depths from 13,000' TVD down to 99,999' TVD (no filing fee enclosed since this is not a change in operator).
7. Hilcorp Energy GOM, LLC currently maintains Oil Spill Financial Responsibility Certification for the subject lease.
8. Hilcorp Energy GOM, LLC maintains exempt status for Supplemental bonding.

We hereby request that this Assignment of Record Title Interest be approved effective **July 1, 2011.**

Please return the approved Assignments and Designation of Operator Forms to my attention at the letterhead address above.

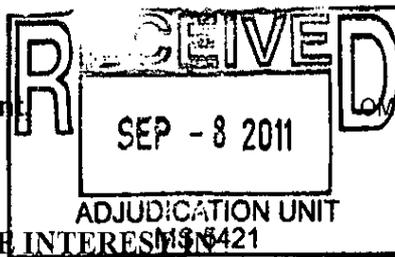
Should you have any questions or require additional information please contact the undersigned at (713) 289-2896 or nschumann@hilcorp.com.

Sincerely,



Natalie Schumann
Regulatory Compliance Manager

Enclosures



OCS-G 2868

Lease No.
12-1-1974

Lease Effective Date

New Lease No. (BOEMRE Use Only)

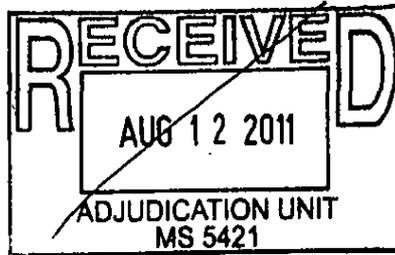
**ASSIGNMENT OF RECORD TITLE INTEREST IN
FEDERAL OCS OIL AND GAS LEASE**

Part A: Assignment

Legal description of the OCS oil and gas lease or the officially designated subdivision of the lease being assigned: All of Block 31, Vermilion Area.

Assignor(s) does (do) hereby sell, assign, transfer, and convey unto Assignee(s) the following undivided right, title and interest (insert name and qualification number of each Assignor and Assignee below):

Assignor(s):
Chevron U.S.A. Inc. (00078)



Percentage Interest Conveyed
100%

Assignee(s):
Hilcorp Energy GOM, LLC (03041)

Percentage Interest Received
100%

The approval of this assignment is restricted to record title interest only.

Exhibit "A," which sets forth other provisions between Assignor(s) and Assignee(s), is attached to and made a part of this assignment.

For BOEMRE use only

This Assignment of Record Title Interest has been filed as of the date stamped on this document and is hereby approved by the Bureau of Ocean Energy Management, Regulation and Enforcement on the date shown below.

By Susan B Hooper Acting Supervisor, Adjudication Unit
Authorized Official for BOEMRE Title

DEC 09 2011

BOEMRE Approval Date

Paperwork Reduction Act of 1995 (PRA) Statement: The PRA (44 U.S.C. 3501 et seq.) requires us to inform you that we collect this information to use in the adjudication process involved in leasing and lease operations. BOEMRE uses the information to track ownership of leases in the Federal OCS. Responses are required to obtain or retain a benefit. Proprietary data are covered under 30 CFR 250.197. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB Control Number. Public reporting burden of this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Mail Stop 5438, Bureau of Ocean Energy Management, Regulation and Enforcement, 1849 C Street, NW, Washington, DC 20240.

Part B: Certification and Acceptance

1. Each Assignor certifies it is the owner of the record title interest in the above-described lease that is hereby assigned to the Assignee(s) specified above.
2. **DEBARMENT COMPLIANCE:** Each Assignor and Assignee certifies its compliance with the Department of the Interior's nonprocurement debarment and suspension regulations at 2 CFR Subtitle B, Part 1400, and agree to communicate the requirement to comply with these regulations to persons with whom it does business related to this record title interest assignment by including the terms of the regulations in its contracts and transactions.
3. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION COMPLIANCE CERTIFICATION:** Each Assignor and Assignee certifies that it is in full compliance with Equal Opportunity Executive Order 11246, as amended, and the implementing regulations at 41 CFR 60-01 – Obligations of Contractors and Subcontractors; and 41 CFR 60-2 – Affirmative Action Programs.
4. **QUALIFICATIONS of ASSIGNOR(S) and ASSIGNEE(S):** Each Assignor and Assignee certifies that it: is established and officially recognized by the Bureau of Ocean Energy Management, Regulation and Enforcement as qualified and authorized to bid on, acquire interests in, and hold OCS oil and gas leases; is exercising and meeting due diligence requirements on any other OCS lease in accordance with section 8 of the OCSLA, as amended (43 U.S.C. 1337(d)); is in good standing with acceptable operating performance as required by 30 CFR 250 and 256; is not disqualified by BOEMRE from acquiring any new OCS leases or assigned interest(s) in existing leases because of unacceptable operating performance on any other OCS lease; is not failing to meet or exercise due diligence (as determined by BOEMRE after notice and opportunity for a hearing under 30 CFR part 290, subpart A); and is not restricted from bidding or acquiring interests in the lease or officially designated subdivision, therein, or grouped with any other entities on the restricted joint bidders list.
5. Assignee's execution of this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain bond(s) pursuant to regulations at 30 CFR 250 and 256. This assignment is subject to the Outer Continental Shelf Lands Act of August 7, 1953, 67 Stat. 462; 43 U.S.C. 1331 et seq., as amended (the "Act"), and Assignee(s) is (are) subject to, and shall fully comply with, all applicable regulations now or to be issued under the Act. Notwithstanding any agreement between the Assignor(s) and Assignee(s), the parties' liability to the Bureau of Ocean Energy Management, Regulation and Enforcement is governed by 30 CFR 250 through 256.

This Assignment of Record Title Interest will be made effective between the parties hereto as of 7-1-2011, upon approval by the Bureau of Ocean Energy Management, Regulation and Enforcement, United States Department of the Interior.

This instrument may be executed in any number of counterparts, each of which will be deemed an original instrument, but all of which together shall constitute but one and the same instrument provided, however, this instrument and any other counterpart hereof, will not be binding unless and until executed by all of the parties, and will not be accepted by the Bureau of Ocean Energy Management, Regulation and Enforcement unless all counterparts are filed simultaneously.

By signing this document, you certify that your statements made herein are true, complete and correct to the best of your knowledge and belief and are made in good faith.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Assignor Name: Chevron U.S.A. Inc.
Assignor Qualification No. 00078

Assignor Name:
Assignor Qualification No.

By: 
Signatory Name: R. J. Kolb
Signatory Title: Assistant Secretary

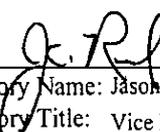
By: _____
Signatory Name:
Signatory Title:

June 30, 2011
Execution Date

Execution Date

Assignee Name: Hilcorp Energy GOM, LLC
Assignee Qualification No. 03041

Assignee Name:
Assignee Qualification No.

By: 
Signatory Name: Jason C. Rebrook
Signatory Title: Vice President

By: _____
Signatory Name:
Signatory Title:

June 30, 2011
Execution Date

Execution Date

STATE OF LOUISIANA §

PARISH OF VERMILION §

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") dated June 30, 2011, but effective from and after 7:00 a.m., July 1, 2011 (said date and time hereinafter referred to as the "Effective Date"), is by and between Chevron U.S.A. Inc., a Pennsylvania corporation, with a mailing address of 1400 Smith Street, Houston, Texas 77002, ("Assignor") and Hilcorp Energy GOM, LLC, a Texas limited liability company, with its principal offices at 1201 Louisiana Street, Suite 1400, Houston, Texas 77002 ("Assignee").

WITNESSETH:

1. **Conveyance.** For and in consideration of the sum of One Hundred and No/100 dollars (\$100.00), cash in hand paid, and other valuable consideration, including the assumption by Assignee of certain obligations and liabilities described in that certain Asset Sale and Purchase Agreement dated effective July 1, 2011, by and between Assignor, as Seller, and Assignee, as Buyer ("Asset Sale and Purchase Agreement"), the receipt and sufficiency of which are hereby acknowledged, Assignor, subject to said Asset Sale and Purchase Agreement (which Asset Sale and Purchase Agreement is incorporated herein by reference for all purposes), does hereby sell, transfer, assign, convey, set over and deliver unto Assignee, without warranty of any kind, express or implied, except that Assignor shall warrant title to Assignee as to the Assets (defined below), and in particular to the working interests and net revenue interests shown on Exhibit A, Section I hereto, against the claims of all persons claiming an interest therein by, through or under Assignor, with subrogation against Assignor's predecessors in title, excluding affiliates, subject to the terms hereof, all of Assignor's rights, title and interests in and to the following (collectively, the "Assets"):
 - 1.1 The oil and gas leases set forth in Exhibit A - Description of Assets, Section I, and further including, if applicable, all renewals and extensions of those leases and all leases issued in substitution therefore (collectively, the "Leases").
 - 1.2 Any unitization, pooling and/or communitization agreements, declarations, designations or orders relating to the Leases and all of Assignor's interest in and to the properties covered or units created thereby to the extent attributable to the Leases (collectively, the "Units").
 - 1.3 Any Petroleum Substance wells, salt water disposal wells, injection wells and other wells and wellbores, including wellheads and well equipment (a) located on

the Leases and within the Areas (b) located within or attributable to or associated with the Units or (c) covered by the Operations Contracts, whether or not abandoned or plugged to which Assignor has right, title and interest or receives revenue from as of the Effective Date (collectively, the "Wells").

- 1.4 All physical assets that are that are located on a Lease or covered by an Operations Contract and are used for production, mechanical separation, handling, gathering, storage, treatment, sale, disposal or other operations relating to Petroleum Substances within the Areas (collectively, the "Facilities"), including all of the following:
 - (A) All buildings, structures, facilities, foundations.
 - (B) All platforms, gathering lines, gas lines, water lines, flowlines and production and storage facilities.
 - (C) All equipment, machinery, fixtures, materials and improvements.
 - (D) Pipeline laterals, to the extent located on any of the Leases or within any of the Areas as a lease term pipeline or serving the Assets as a gathering line under a distinct right of way.
- 1.5 Any mineral, oil, hydrocarbon or natural gas existing in its natural condition in strata, including gas, well gas and any condensate, but not including coal, bituminous shale or other stratified deposits from which oil must be extracted by distillation ("Petroleum Substances"), produced and severed from, or allocable, after severance, to the Leases, the Units, the Wells, or the Areas on and after the Effective Date (collectively, the "Assigned Petroleum Substances").
- 1.6 Other than the Leases and Units, all contracts, agreements and documents by which any of the Assets are bound or that primarily relate to any of the Assets and that will be binding on Assignee after the Closing, including permits, rights-of-way, easements, servitudes, surface leases, subsurface use agreements, licenses, pooling agreements, joint operating agreements, processing agreements, division orders, farm-in and farm-out agreements, participation, exploration and development agreements, platform use and platform sharing agreements, production handling agreements and other agreements of any kind or nature, whether recorded or not (including but not limited to those contracts listed on Exhibit A - Description of Assets, Section I (the "Operations Contracts").
- 1.7 Petroleum Substances Imbalances as defined in the Asset Sale and Purchase Agreement and as listed in Exhibit A, Section III.
- 1.8 Any permits, authorizations, rights of way, licenses or other rights attributable to or associated with the ownership of the Assets.

1.9 The files, records, documentation and data in possession of Assignor or its Affiliates that specifically relates to Assignor's ownership or rights in the Assets, including any correspondence, information and reports (including petroleum engineering, reservoir engineering, drilling, geological, and all other kinds of technical data and samples, well-logs, and analyses in whatever form) lease files, land files, well files, division order files, title opinions and abstracts, any environmental assessments, governmental filings, production reports, production logs, core materials and core sample reports and maps as such data is assembled in the normal course of business (the "Data"). The term "Data" does not include any of the following:

- (A) Any files, records, documentation or data that Assignor may not sell, transfer or otherwise dispose of as a result of confidentiality obligations by which it is bound or which cannot be provided to Assignee because such transfer is prohibited by the agreement under which it was acquired.
- (B) Any corporate, financial, and tax records of Assignor.
- (C) Interpretations of seismic data.
- (D) Any files, records, documentation or data that have been archived or managed pursuant to Assignor's record management policies, provided that Assignor shall use reasonable efforts to make available to Assignee upon request any records in Assignor's possession that relate to the Assets and are required by Assignee for the purpose of responding to or defending any litigation or Claim relating to the Assets.
- (E) Any files or records that relate to the Excluded Assets.

2. **Exclusions and Reservations:** Specifically excepted and reserved from this Assignment are the following, hereinafter referred to as the "Excluded Assets":

- (A) All of Assignor's rights, title and interests under the Leases to explore for and produce Petroleum Substances from the depths described on Exhibit A -- Description of Assets, Section II as "Retained Depths."
- (B) The right of Assignor and its consultants, contractors and subcontractors to enter upon and use any portion of the surface or to drill through, operate or produce through the assigned depths as is necessary for Assignor's drilling and operations in the Retained Depths, exercised in a manner that does not unreasonably interfere with Assignee's rights.
- (C) The Excluded Assets listed on Exhibit A - Description of Assets, Section III hereto.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns forever, subject to the terms, conditions and reservations set forth herein, in the Leases, the Units, the Operations Contracts, and in the Asset Sale and Purchase Agreement.

3. **Asset Sale and Purchase Agreement.** This Assignment is made subject to the unrecorded Asset Sale and Purchase Agreement. Any term used herein and not defined in this Assignment shall have the definition or meaning given to it in the Asset Sale and Purchase Agreement. The Asset Sale and Purchase Agreement shall be binding on and inure for the benefit of the rightful successors and permitted assigns of the Assignor and Assignee.
4. **Successors and Assigns.** It is the intent and effect of this Assignment that the conveyance, transfer or assignment of any Assets by Assignee or any future conveyances, transfers or assignments made by Assignee shall not in any way diminish, compromise, extinguish, or effect a release of Assignor's rights against Assignee, or Assignee's obligations to Assignor. Assignee shall remain responsible to Assignor for all obligations, indemnities and liabilities due Assignor under the Asset Sale and Purchase Agreement, unless and until expressly released by Assignor. The obligations and responsibilities of Assignee to Assignor shall run with the land and any Assets assigned, conveyed, transferred or subleased, such that all subsequent assignees, grantees, transferees and sublessees also accept and assume the same obligations to Assignor to the extent of the interest assigned, conveyed, transferred or subleased, without Assignee or any subsequent assignees, grantees, transferees or sublessees being released of any of their obligations to Assignor. Such obligations shall include, but not be limited to, those involving abandonment obligations, covenants, terms, conditions, indemnities, liabilities and assumed risks. All of Assignor's duties, obligations and liabilities under the Asset Sale and Purchase Agreement shall be binding on Assignor and its successors and assigns. Assignor shall remain responsible to Assignee for all obligations and liabilities under the Asset Sale and Purchase Agreement, unless expressly released by Assignee.
5. **Disclosure and Acknowledgment.** Assignee acknowledges that (a) the Assets being conveyed have or may have been used in connection with oil and gas exploration, gas plant or drilling and production operations, pipeline, transportation and/or gathering operations, and other related oilfield or hydrocarbon processing operations, including, possibly the injection, storage or disposal of produced water or waste materials incidental to or occurring in connection with such operations, (b) the Assets may contain naturally occurring radioactive materials (norm), asbestos and other hazardous substances as a result of these activities and operations and (c) that physical changes in the land, groundwater or subsurface may have occurred as a result of any such uses and that, subject to the provisions of the Asset Sale and Purchase Agreement, Assignee has entered into this assignment on the basis of Assignee's own investigation of, or right to investigate, the physical condition of the Assets, including, without limitation, the Facilities and equipment, and the surface and subsurface conditions. Pursuant and subject to the terms of the Asset Sale and Purchase Agreement, Assignee is acquiring the Assets precisely and only in an "as is" and "where is" condition and assumes the risk that adverse physical conditions, including, but not limited to, the presence of unknown abandoned or

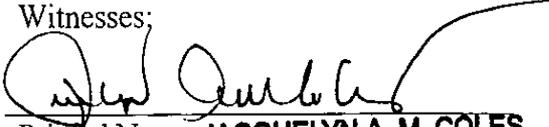
unproductive oil wells, gas wells, equipment, flowlines, pipelines, water wells, injection wells and sumps, which may or may not have been revealed by Assignee's investigation, are located thereon or therein, and whether discovered, discoverable, hidden, known or unknown to Assignee as of closing. Subject to the provisions of the Asset Sale and Purchase Agreement, Assignee hereby agrees to assume full responsibility for compliance with all obligations attributable, in any way to the Assets and laws, orders, rules and regulations concerning all of such conditions, known or unknown, and further agrees to defend, indemnify and hold the Assignor harmless for same, including defense, indemnification and hold harmless for any liability, attorney's fees, fines, penalties or costs under any and all federal, state and/or local environmental laws, orders, rules and regulations, in effect at the date of this agreement or adopted, supplemented or amended thereafter.

6. **Assumption of Obligations.** Subject to the terms of the Asset Sale and Purchase Agreement, Assignee shall observe and comply with all covenants, terms, and provisions, express or implied, contained in the Leases and Operations Contracts described in Exhibit A, and this assignment is made expressly subject to all easements, permits, commingling authorizations and other contracts and agreements relating to the Assets, whether or not the same are herein specifically identified. Subject to the terms contained in the Asset Sale and Purchase Agreement, effective upon Closing Assignee shall assume and be responsible for all obligations and liabilities of Assignor accruing under such agreements after the Effective Date, and agrees to execute any instrument or document required by Assignor to evidence such assumption.
7. **Entire Agreement.** This Assignment along with the Asset Sale and Purchase Agreement and the BOEMRE form of assignment constitute the entire understanding between Assignor and Assignee with regard to the subject matter hereof, superseding all prior statements, representations, discussions, agreements and understandings.
8. **Conflicts.** In case of any conflict between the terms and provisions of the Asset Sale and Purchase Agreement and the terms and provisions of this Assignment, the terms and provisions of the Asset Sale and Purchase Agreement shall prevail. Notwithstanding the foregoing, Third Parties may rely upon this Assignment for the description of the Assets conveyed, which Assets are not reduced or diminished in any manner by the terms of the Asset Sale and Purchase Agreement.
9. **Call on Production.** Assignor reserves the option and right to purchase or designate the purchaser of all or any part of the Petroleum Substances produced from or allocated to the Assets, except Petroleum Substances used for operating purposes for the Assets, as set forth in Section 19 of the Asset Sale and Purchase Agreement.

IN WITNESS WHEREOF, this Assignment is executed by the parties hereto before the undersigned competent witnesses, as of the dates acknowledged below, but effective the first day of July, 2011,

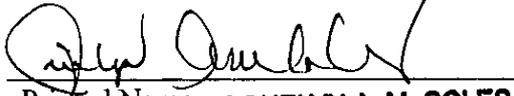
subject to approval by the Bureau of Ocean Energy Management, Regulation and Enforcement or any other Government Entity having jurisdiction.

Witnesses:


Printed Name: **JACQUELYN A. M. COLES**


Printed Name: **William B. Raley**

Witnesses:


Printed Name: **JACQUELYN A. M. COLES**

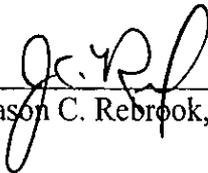

Printed Name: **William B. Raley**

Assignor's Address:
100 Northpark Blvd.
Covington, Louisiana 70433

ASSIGNOR:
Chevron U.S.A. Inc.


R. J. Kolb, Assistant Secretary

ASSIGNEE:
HILCORP ENERGY GOM, LLC

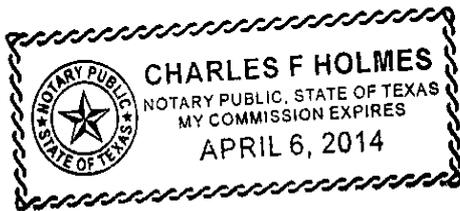

Jason C. Rebrook, Vice President

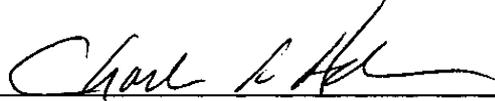
Assignee's Address:
1201 Louisiana Street, Suite 1400
Houston, Texas 77002

STATE OF TEXAS
COUNTY OF HARRIS

On this 30th day of June, 2011, before me and the two named competent witnesses appeared R. J. Kolb to me, Notary, personally known, who being by me duly sworn did say that (s)he is the Assistant Secretary of Chevron U.S.A. Inc., a Pennsylvania corporation and that said instrument was signed on behalf of said corporation, by authority of its Board of Directors, and said appearer acknowledged that (s)he executed the same as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.



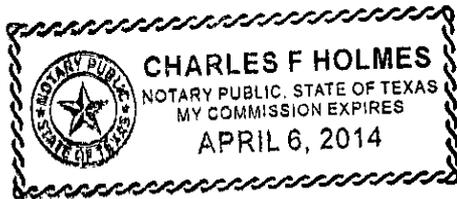


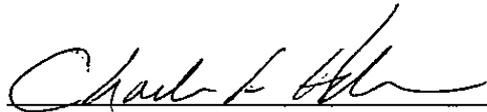
Charles F. Holmes
Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

On this 30th day of June, 2011, before me and the two named competent witnesses appeared Jason C. Rebrook, to me, Notary, personally known, who being by me duly sworn did say that he is the Vice President of Hilcorp Energy GOM, LLC, a Texas limited liability company, and that said instrument was signed in behalf of said limited liability company, by authority of its governing authorization, and said appearer acknowledged that he executed the same as the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.





Charles F. Holmes
Notary Public in and for the State of Texas

EXHIBIT A – Vermilion 50 Field

Attached to and made a part of that certain Assignment and Bill Of Sale by
and between Chevron U.S.A. Inc. as Seller and
Hilcorp Energy GOM, LLC as Buyer.

SECTION I: (the ASSETS)

The AREAS and LEASES

Area/ Block	Lease	Description/Ac reage	Depths	Record Title, Operating Rights, Working Interest	Net Revenue Interest
VR 30	OCS-G 4785	All of Block, 4,661 acres	0 – 13,000' TVD	100.00000% WI**	83.33333%*
VR 31	OCS-G 2868	All of Block, 4,633.37 acres	0 – 13,000' TVD	100.00000% WI**	83.33333%*
	OCS-0310 No. 122 Well flowline riser abandonment costs and responsibility at the VR 31 A complex.			100.0% WI	

*reflects Seller's working interest, less its proportionate share of lease burden (16.66667% royalty).

** Seller owns 100% Record Title and at closing will assign this to the Buyer and Buyer will assign to Seller all Operating Rights below 13,000' TVD.

The P&A costs and the Gas Imbalance on the OCS-G 2868 No. 26 Well (API 1770541256) are not part of this sale.

The ASSET DOCUMENTS

OLS No. 050130:

Oil and Gas Lease, Vermilion Block 30, dated effective September 1, 1981, from the United States of America, as Lessor, to Texaco Inc., as Lessee, bearing Serial No. OCS-G 4785 and covering all of Block 30, Vermilion Area, as shown on OCS Leasing Map, Louisiana Map No. 3.

Assignment of Record Title Interest, dated effective January 1, 1991, between Texaco Inc., as Assignor, and Texaco Exploration and Production Inc., as Assignee, assigning all record title in VR 30, OCS-G 4785.

Assignment of Record Title Interest, dated effective May 1, 2002, between Texaco Exploration and Production Inc., as Assignor, and Chevron U.S.A. Inc., as Assignee, assigning all record title in VR 30, OCS-G 4785.

OLS No. 050120:

Oil and Gas Lease, Vermilion Block 31, dated effective December 1, 1974, from the United States of America, as Lessor, to Texaco Inc., as Lessee, bearing Serial No. OCS-G 2868 and covering all of Block 31, Vermilion Area, OCS Official Leasing Map, Louisiana Map No. 3.

Assignment of Record Title Interest, dated effective January 1, 1991, between Texaco Inc., as Assignor, and Texaco Exploration and Production Inc., as Assignee, assigning all record title in VR 31, OCS-G 2868.

Wellbore Assignment, dated effective May 15, 2001, between Texaco Exploration and Production Inc., as Grantor, and Challenger Minerals Inc., as Grantee, covering the VR 31 #24 Wellbore. (filed in VR Parish)

Assignment of Record Title Interest, dated effective May 1, 2002, between Texaco Exploration and Production Inc., as Assignor, and Chevron U.S.A. Inc., as Assignee, assigning all record title in VR 31, OCS-G 2868.

The OPERATIONS CONTRACTS:

QLS No. 046145:

Offshore Field Development Agreement/Joint Operating Agreement, dated effective January 18, 2001, between Texaco Exploration and Production Inc. and Challenger Minerals Inc., covering portions of Prospect B (VR 31 OCS-G 2868), Prospects A, C, and F (OCS 0310 SMI, NA 210, 211, 219, and 220 from surface down to 100' below the stratigraphic equivalent of the deepest depth drilled and logged in the earning well), Prospect D (portions of OCS 0310 SMI, NA 239 and 240), Prospect G (portions of OCS 0310 SMI, NA 236 and 237), Prospect E (MP SL 340).

Letter Agreement, dated effective June 1, 2003, between Chevron U.S.A. Inc., Challenger Minerals Inc., Denbury Resources Inc., Stephens Production Company LLC, Picus Petroleum Corporation, and Palace Exploration Company, amending Section II of the Accounting Procedure.

QLS No. 046416:

Operating Agreement, dated March 15, 2001, between Texaco Exploration and Production Inc. and Challenger Minerals Inc., covering VR 31 #24 Well.

Letter Agreement, dated effective June 1, 2003, between Chevron U.S.A. Inc., Challenger Minerals Inc., Denbury Resources Inc., Stephens Production Company LLC, Picus Petroleum Corporation, and Palace Exploration Company, amending Section II of the Accounting Procedure.

QLS No. 046242:

Production Handling Agreement, dated March 22, 2001, between Texaco Exploration and Production Inc., Seneca Resources Corporation, Fidelity Oil Holdings, Inc., and El Paso

Production Inc., processing VR 56 #1 Well thru Texaco's VR 31A and SMI, NA 217A Platforms.

Temporary Gas Lift Gas Agreement, dated December 15, 2003, between ChevronTexaco Exploration & Production Company, Seneca Resources Corporation, El Paso Production GOM Inc., and Fidelity Oil Holdings, Inc.

Section II: DESCRIPTION OF ANY RETAINED DEPTHS

All depths below 13,000' TVD are being retained.

End of Exhibit A – Description of Assets, Sections I and II.

SECTION III - EXCLUDED ASSETS: Specifically except and reserved from this Assignment are the following:

- A.** All rights, titles, claims and interests of Assignor related to the Assets for all periods prior to the Closing Date (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards.
- B.** Claims of Assignor for any refund of or loss carry forwards with respect to (i) production, windfall profit, severance, ad valorem or any other Taxes attributable to the Assets for any period prior to the Effective Date, and (ii) income, capital, occupational, margin or franchise taxes.
- C.** All amounts due or payable to Assignor as adjustments to insurance premiums related to the Assets for all periods prior to the Closing Date.
- D.** All of Assignor's intellectual property rights, patents, trade secrets, copyrights, names, marks and logos.
- E.** All rights, obligations, benefits, awards, judgments, settlements, if any, applicable to any litigation pending in which Assignor is a named claimant or plaintiff or holds beneficial rights or interests, to the extent related to periods prior to the Effective Date, to the extent, and only to the extent, that such claims, rights and other matters do not cause a material impairment in the value of the Assets to occur after the Effective Date.
- F.** Assignor's master service agreements and charter party agreements, storage or warehouse agreements, supplier contracts, service contracts, insurance contracts, and construction agreements.

- G. All telecommunication and communications equipment and services, Wide Area Radio System control stations, remote terminal units, SCADA hardware and software, photocopy machines, and personal computers and associated software, unless specifically identified as being included on Schedule 2.10(A) of the Asset Sale and Purchase Agreement.
- H. All fixtures, facilities, pipe lines or gathering lines owned by Chevron Pipe Line Company or any other division of Assignor or subsidiary of Chevron Corporation.
- I. Assignor's interest, if any, in any gas processing plant, separation facility or gas treating plant serving the Assets.
- J. All tools, emergency medical response supplies (including automated external defibrillators, oxygen and combi tubes), identified surplus equipment, whether or not any of the foregoing are identified on any Exhibit or Schedule as being excluded, and any other assets specifically identified as excluded or retained on this Exhibit A.
- K. All Third Party owned equipment and property located on or used in connection with the Assets, including contractor equipment and leased or rental equipment.
- L. Unless specifically licensed to Assignor pursuant to Exhibit G of the Asset Sale and Purchase Agreement, any and all proprietary or licensed raw or processed or re-processed geophysical data (including magnetic tapes, field notes, seismic lines, analyses and similar data or information) and all of Assignor's proprietary software and any derivatives therefrom, data licensing agreements and seismic licenses between Assignor and a Third Party, if any.
- M. The following list of additional excluded Assets:

VR 31 A Platform: 1 – 4x16 ft horizontal sep label as “Seneca Sep” MBD 8410

N. PETROLEUM SUBSTANCES IMBALANCES

Field	Gas (MMBTU)	Oil (BBLs)	Plant Prod.
VR 50	0	0	0