

Ord

**2017-0160**

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF LEGAL SERVICES)**

**ORDINANCE NO. 17-5-10**

An ordinance approving the Assignment from Apache Corporation to Texas Petroleum Investment Company (TPIC), and authorizing the Parish President to sign, execute and administer any and all relevant documents.

**WHEREAS,** by instrument dated November 9, 1994, St. Charles Parish granted an oil, gas, and mineral lease to and in favor of Apache Corporation (21.75%), containing approximately 14.75 acres, described in said lease, St. Charles Parish, Louisiana, recorded on November 14, 1994, in the records of St Charles Parish in Book 490, Page 42, Instrument No. 191024; and,

**WHEREAS,** by instrument dated October 1, 2014, Apache Corporation assigned the aforementioned Lease to and in favor of Texas Petroleum Investment Company (TPIC), recorded on January 14, 2015, in the records of St. Charles Parish in Book 811, Page 678, Instrument No. 402956; and,

**WHEREAS,** St. Charles Parish has not made an examination or determination that all of the provisions and conditions in the subject Lease have been met, and accordingly, this ordinance is not intended to, nor shall it act in any manner as a ratification of the subject Lease nor as a waiver of any right which St. Charles Parish may have, including, but not limited to prescriptive rights, or any rights against previous assignors; and,

**WHEREAS,** Texas Petroleum Investment Company (TPIC) requests that St. Charles Parish approve said Assignment from Apache Corporation to Texas Petroleum Investment Company (TPIC), and authorizes the Parish President to sign, execute and administer any and all relevant documents.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Parish President is hereby authorized to sign, execute and administer any and all relevant documents to approve the Assignment from Apache Corporation to Texas Petroleum Investment Company.

**SECTION II.** That a certified copy of this ordinance shall be forwarded to: Texas Petroleum Investment Company, ATTN: Jacquelynn M. Sipe, 5850 San Felipe, Ste. 250, Houston, TX 77057.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: GIBBS

And the ordinance was declared adopted this 15th day of May, 2017 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Tennell D. Wilson

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: [Signature]

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: [Signature]

AT: 3:20p RECD BY: [Signature]

**ASSIGNMENT AGREEMENT**

**WHEREAS**, St. Charles Parish, on or about November 9, 1994, entered into an Oil and Gas Lease Agreement with Apache Corporation (21.75%), containing approximately 14.75 acres (State Lease 14828), as described in said Lease, and recorded on November 14, 1994, in Book 490, Page 42, Instrument No. 191024; and,

**WHEREAS**, Apache Corporation has assigned their 21.75% of the above referenced lease to Texas Petroleum Investment Company (TPIC) by Assignment, Conveyance and Bill of Sale recorded on January 14, 2015, in Book 811, Page 678, Instrument No. 402956 (attached); and,

**WHEREAS**, in light of the foregoing, St. Charles Parish and Texas Petroleum Investment Company execute this Assignment Agreement so as to confirm, authorize and consent to said assignment and assumption.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual exchanges provided for hereunder, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

The Oil and Gas Lease Agreement is hereby assigned from Apache Corporation to Texas Petroleum Investment Company, with Texas Petroleum Investment Company assuming all rights and obligations of Apache Corporation under the Oil and Gas Lease Agreement, including but not limited to, any and all obligations owed to St. Charles Parish pursuant to such Lease Agreement.

This Assignment Agreement may be executed in one or more counterparts all of which taken together shall be deemed one original.

**WITNESS OUR SIGNATURES** on the date set forth beside our respective signatures, but made effective for all purposes as of the \_\_\_\_ day of \_\_\_\_\_, 2017.

**OWNER:**

**St. Charles Parish**

By: 

LARRY COCHRAN, PARISH PRESIDENT

**Texas Petroleum Investment Company**

By: \_\_\_\_\_

JACQUELYNN M. SIPE, SR. LANDMAN

Date: 5/16/17

Date: \_\_\_\_\_

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

This Assignment, Conveyance and Bill of Sale ("Assignment") is effective for all purposes as of 7:00 a.m. Central time on October 1, 2014 ("Effective Time"), by Apache Corporation, a Delaware corporation ("APA") whose address is 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400, and Apache Shelf, Inc., a Delaware corporation ("APSH") and each of APA and APSH individually and collectively, an "Assignor", whose address is 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400, and Texas Petroleum Investment Company, a Texas corporation ("Assignee") whose address is 5850 San Felipe, Suite 200, Houston, Texas 77057. Assignor and Assignee are hereinafter referred to individually as "Party" and collectively as "Parties".

Assignor, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does by these presents GRANT, DEED, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee, all of Assignor's right, title and interest in and to the following assets and properties, but excluding and reserving unto Assignor the Excluded Assets (such properties, after giving effect to such exclusion and reservation, the "Assets"):

(a) The oil, gas, other Hydrocarbon and mineral leases, subleases, royalties, overriding royalties, production payments, net profits interests, carried interests, convertible interests, "back-in" interests, reversionary interests, mineral servitudes, mineral royalties and all other interests of any kind or character in Hydrocarbons that constitute or are derived from any leasehold estates created thereby or from the Lands (as hereinafter defined), in each case, described in Exhibit A-1 (collectively, the "Leases"), together with all leasehold Hydrocarbon interests and leasehold mineral interests of every nature related to the lands covered by the Leases or all Hydrocarbon and mineral interests in any lands pooled or unitized therewith (the "Lands") and all corresponding interests in and to all the property and rights incident to such leasehold and pooled or unitized interests of any nature that arise by Law or otherwise, including all rights in any pooled or unitized acreage by virtue of the Leases having been pooled or unitized into such pools or units, all production from the pool or unit allocated to any such Lands; and all interests in any wells within the pool or unit associated with the Lands or Leases; and all reversionary interests, convertible interests, and net profits interests applicable to the Leases or Lands (together with Lands, collectively, the "Lease Related Interests");

(b) All producing, non-producing, shut in, permanently or temporarily plugged and abandoned oil, gas, Hydrocarbon, water, carbon dioxide, disposal, injection or other wells located on the Leases, the Units, or any Lands or lands pooled or unitized therewith, including the wellbores described in Exhibit A-2, and all wellbores spudded after November 14, 2014 located on the Leases, the Units, and any Lands or lands pooled or unitized therewith, but in each case only to the extent such interests in such wells constitute leasehold interests or interests derived therefrom (collectively, the "Wells");

(c) All (i) tangible personal property, improvements, equipment, machinery, inventory, fixtures and other appurtenances (whether or not currently in use), to the extent (A) situated upon or appurtenant to the Properties or the Easements or (B) primarily used (or to be used in the future), or otherwise primarily held for use (regardless of where located), in connection with the ownership, operation, maintenance or repair of the Properties or Easements

or the production, handling, processing or transportation of Hydrocarbons attributable thereto, including all platforms, facilities, fixtures, Xmas trees, processing systems, buildings, compressors, meters, tanks, machinery, tools, equipment (including spars, trees, PLETs, jumpers, risers, umbilicals, control assemblies, and production handling equipment), and flowlines or gathering lines, whether the same are in existence as of November 14, 2014 or under construction, and (ii) other real, immovable, personal, movable and mixed property that is (A) located on or appurtenant to the Properties or Easements, or (B) primarily used (or to be used in the future), or otherwise primarily held for the current or future use (regardless of where located), in connection with the ownership, operation, maintenance or repair of the Properties or Easements or the production, handling, processing or transportation of Hydrocarbons attributable thereto, whether the same are in existence as of November 14, 2014 or under construction, in each case, including those identified on Exhibit A-3 (all of the foregoing, collectively, the "Facilities");

(d) All units arising on account of any of the Leases having been pooled, communitized or unitized into such units, but in each case only to the extent such interests in such units are derived from leasehold interests in the Lands, the Lease Related Interests or the Wells ("Units");

(e) All Applicable Contracts;

(f) All easements, rights-of-way, right-of-use easements, surface leases, subsurface agreements, licenses, servitudes, authorizations, permits, and other rights to use the surface or the seabed appurtenant to, and used or held for use in connection with, any or all of the Properties, the Processing Plants, or Facilities (the "Easements");

(g) All Hydrocarbons (i) produced on or after the Effective Time, or (ii) stored in tanks, storage facilities and pipeline linefill as of the Effective Time, in each case, to the extent attributable to Assignor's right, title and interest in the Properties or the Processing Plants (collectively, the "Production");

(h) All environmental and other permits, licenses, orders, authorizations, registrations, consents, franchises, and related instruments or rights granted or issued by any Governmental Authority and relating to the ownership, operation or use of the Properties, the Processing Plants, or Facilities (collectively, the "Permits");

(i) the Processing Plants described on Exhibit A-4;

(j) All Imbalances (the economic transfer of which as of the Effective Time shall be made by a financial adjustment pursuant to Section 3.3 and Section 3.4 of the Purchase Agreement and the physical transfer shall occur on the Closing Date); and

(k) all Suspense Funds, to the extent provided in Section 6.15 of the Purchase Agreement;

(l) all titled vehicles, trailers, licensed vessels, boats, barges and ships used or held for use in connection with, any or all of the Properties, the Processing Plants, or Facilities;

(m) Originals (or photocopies where originals are not available) and electronic copies of all files, records, maps, information, and data of Assignor or any Affiliate of Assignor, whether written or electronically stored, pertaining to the ownership, operation and use of the other Assets, including: (i) land and title records (including lease files, land files, title opinions, and title curative documents); (ii) well files, well information, well data bases, production records, monthly platform product and/or producer imbalance statements, division order files, abstracts; (iii) contract files, financial accounting records, Non-Income Tax records, operational records, environmental, health and safety records, technical records, and production and processing records; and (iv) Facility records, in each case, to the extent in Assignor's or any of its Affiliates' control or possession; *provided, however*, that the foregoing shall expressly exclude (A) Seismic Data (including interpretations thereof) and any data subject to a nontransferable license or other contract that requires any transfer fee, including interpretations derived from such data and (B) the Excluded Records (subject to such exclusions, collectively, the "**Records**").

TO HAVE AND TO HOLD all of the Assets, together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and its successors, legal representatives and assigns forever, subject to any Permitted Encumbrances and the terms of this Assignment.

This Assignment is subject to that certain Purchase and Sale Agreement dated as of November 14, 2014 (as such has or may hereinafter be supplemented, modified or amended from time to time, the "**Purchase Agreement**") between Assignor and Assignee. The terms and conditions of the Purchase Agreement are incorporated herein by reference, and to the extent of a conflict between the provisions of the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall govern and control.

Capitalized terms used herein but not defined herein or in Attachment I attached hereto shall have the meanings assigned to such terms in the Purchase Agreement.

Assignor hereby excludes from the Assets and reserves unto Assignor all right, title and interest in and to the Excluded Assets.

Subject to the terms and conditions of the Purchase Agreement, Assignor hereby agrees to pay, perform, fulfill and discharge all Retained Obligations and agrees to indemnify, defend and hold harmless Assignee and the other Buyer Indemnified Parties from and against any and all Losses actually incurred or suffered by any of the Buyer Indemnified Parties as a result of, relating to or arising out of the Retained Obligations.

Subject to the terms and conditions of the Purchase Agreement, Assignee hereby assumes and agrees to pay, perform, fulfill and discharge all Assumed Obligations and agrees to indemnify, defend and hold harmless Assignor and the other Seller Indemnified Parties from and against any and all Losses actually incurred or suffered by any of the Seller Indemnified Parties as a result of, relating to or arising out of the Assumed Obligations.

WITHOUT IMPAIRING THE RIGHTS OF ASSIGNEE WITH RESPECT TO (X) THE SPECIAL WARRANTY OF DEFENSIBLE TITLE CONTAINED IN SECTION 8.8 OF THE PURCHASE AGREEMENT, (Y) ASSIGNOR'S REPRESENTATIONS AND WARRANTIES

CONTAINED IN ARTICLE 4 OF THE PURCHASE AGREEMENT AND IN THE CERTIFICATE DELIVERED BY ASSIGNOR AT CLOSING PURSUANT TO SECTION 10.2(F) OF THE PURCHASE AGREEMENT, OR (Z) ARTICLE 8 AND ARTICLE 9 OF THE PURCHASE AGREEMENT, THE ASSETS ARE BEING CONVEYED AND ASSIGNED TO AND ACCEPTED BY ASSIGNEE IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MARKETABILITY, QUALITY, CONDITION, CONFORMITY TO SAMPLES, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND NEGATED BY ASSIGNOR AND WAIVED BY ASSIGNEE. ASSIGNEE RECOGNIZES THAT THE ASSETS HAVE BEEN USED FOR OIL AND GAS DRILLING, PRODUCTION, GATHERING, PIPELINE, TRANSPORTATION, STORAGE AND RELATED OPERATIONS. PHYSICAL CHANGES IN THE ASSETS AND IN THE LANDS INCLUDED MAY HAVE OCCURRED AS A RESULT OF ASSIGNOR'S AND ITS PREDECESSOR'S PRIOR USES. WITHOUT IMPAIRING THE RIGHTS OF ASSIGNEE WITH RESPECT TO (A) THE SPECIAL WARRANTY OF DEFENSIBLE TITLE CONTAINED IN SECTION 8.8 OF THE PURCHASE AGREEMENT, (B) ASSIGNOR'S REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 4 OF THE PURCHASE AGREEMENT AND IN THE CERTIFICATE DELIVERED BY ASSIGNOR AT CLOSING PURSUANT TO SECTION 10.2(F) OF THE PURCHASE AGREEMENT, AND (C) ARTICLE 8 AND ARTICLE 9 OF THE PURCHASE AGREEMENT, THE EXECUTION OF THIS ASSIGNMENT SHALL EVIDENCE THAT (I) ASSIGNEE HAS INSPECTED AND REVIEWED PRIOR TO THE EXECUTION DATE HEREOF (OR HAS WAIVED ITS RIGHT TO INSPECT PRIOR TO THE EXECUTION DATE HEREOF) ALL ASSETS AND THE ASSOCIATED PREMISES INCLUDED IN THE ASSETS AND THE RECORDS AND HAS SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE AND THAT AS OF THE EXECUTION DATE HEREOF, ASSIGNEE IS DEEMED TO HAVE KNOWLEDGE OF ALL FACTS CONTAINED IN THE DATA ROOM RECORDS OR THAT WOULD HAVE BEEN DISCOVERED BY ASSIGNEE AND ASSIGNEE'S REPRESENTATIVES' EXERCISE OF REASONABLE CARE AND DUE DILIGENCE IN THE COURSE OF SUCH INVESTIGATION, VERIFICATION, ANALYSIS, AND EVALUATION, AND (II) ASSIGNEE HEREBY ACCEPTS THE ASSETS IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR, AND WITH ALL FAULTS AND DEFECTS, INCLUDING THE PRESENCE OF NORM, ASBESTOS AND MAN-MADE MATERIAL FIBERS.

ASSIGNEE EXPRESSLY WAIVES THE WARRANTY OF FITNESS FOR INTENDED PURPOSES OR GUARANTEE AGAINST HIDDEN OR LATENT REDHIBITORY VICES UNDER LOUISIANA LAW, INCLUDING LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548, AND THE WARRANTY IMPOSED BY LOUISIANA CIVIL CODE ARTICLE 2475; WAIVES ALL RIGHTS IN REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520, ET SEQ.; OR FOR RESTITUTION OR OTHER DIMINUTION OF THE PURCHASE PRICE; ACKNOWLEDGES THAT THIS EXPRESS WAIVER SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS SALE AND THE CONSIDERATION

THEREOF; AND ACKNOWLEDGES THAT THIS WAIVER HAS BEEN BROUGHT TO THE ATTENTION OF ASSIGNEE AND EXPLAINED IN DETAIL AND THAT ASSIGNEE HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THIS WAIVER.

OTHER THAN THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR SET FORTH IN ARTICLE 4 OF THE PURCHASE AGREEMENT AND IN THE CERTIFICATE DELIVERED BY ASSIGNOR AT CLOSING PURSUANT TO SECTION 10.2(F) OF THE PURCHASE AGREEMENT, THE SPECIAL WARRANTY OF DEFENSIBLE TITLE CONTAINED IN SECTION 8.8 OF THE PURCHASE AGREEMENT AND THE RIGHTS OF ASSIGNEE PURSUANT TO ARTICLE 8 AND ARTICLE 9 OF THE PURCHASE AGREEMENT, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY WAIVES, ANY LIABILITY OR RESPONSIBILITY FOR (I) ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, (II) ANY STATEMENT OR INFORMATION ORALLY OR IN WRITING MADE OR COMMUNICATED TO ASSIGNEE OR ANY OF ITS REPRESENTATIVES, INCLUDING ANY STATEMENT OR INFORMATION (A) ORALLY OR IN WRITING MADE OR COMMUNICATED TO ASSIGNEE OR ANY OF ITS REPRESENTATIVES BY ANY REPRESENTATIVE OF ASSIGNOR OR ANY OF ITS AFFILIATES, (B) AS TO THE ACCURACY, MATERIALITY OR COMPLETENESS OF ANY DESCRIPTIVE MEMORANDA, DATA OR RECORDS MADE AVAILABLE TO ASSIGNEE WITH RESPECT TO THE ASSETS, OR (C) CONCERNING THE (1) QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE ASSETS, (2) CURRENT OR FUTURE ABILITY OF THE ASSETS TO PRODUCE HYDROCARBONS, OR (3) PRODUCT PRICES WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FROM THE SALE OF ANY SUCH HYDROCARBONS AND (III) ANY OBLIGATION OR DUTY BY ASSIGNOR OR ANY SELLER INDEMNIFIED PARTY TO MAKE ANY DISCLOSURES OF FACT NOT REQUIRED TO BE DISCLOSED PURSUANT TO THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN AND IN THE ASSIGNMENT AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ASSIGNEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT ASSIGNOR HAS NOT MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO, AND NO REPRESENTATION OR WARRANTY OF ASSIGNOR CONTAINED IN THIS AGREEMENT SHALL BE DEEMED OR CONSTRUED AS PERTAINING TO, ANY EXCLUDED ASSET.

This Assignment shall be binding upon and inure to the benefit of the Parties and their respective heirs, assigns, successors and transferees.

This Assignment is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others to Assignor heretofore given or made in respect of the Assets or any part thereof (but excluding covenants and warranties made by Assignor other than those set forth in the Purchase Agreement and the other Transaction Documents).

This Assignment shall be governed and construed in accordance with the Laws of the State of Texas, without regard to the Laws that might be applicable under conflicts of laws principles.

Each Party consents to personal jurisdiction in any action brought in the United States federal and state courts located in the State of Texas with respect to any dispute, claim or controversy arising out of or in relation to or in connection with this Assignment, and each of the Parties agrees that any action with respect to any such dispute, controversy, or claim will be determined exclusively in a state or federal district court located in Harris County, Texas. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH DISPUTE ARISING OUT OF THIS ASSIGNMENT BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE.

EACH OF THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF ANY OTHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF.

All Exhibits attached hereto are hereby made part hereof and incorporated herein by this reference. References in such Exhibits to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the Assets are located or adjacent to the Assets.

This Assignment is intended to be recorded and filed of record. To facilitate recordation, there are omitted from the Exhibits to this Assignment in certain counterpartys descriptions of property located in recording jurisdictions other than the jurisdiction (tax district, county, state or federal agency) in which the particular counterpart is to be filed or recorded.

This Assignment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Assignment.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the date set above but effective for all purposes as of the Effective Time.

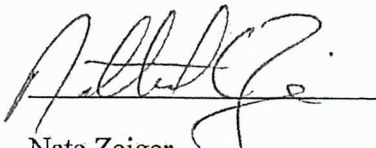
WITNESSES:

ASSIGNOR:

APACHE CORPORATION

  
\_\_\_\_\_  
Gerald Pyle

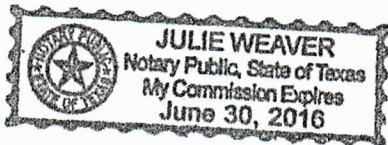
By:   
\_\_\_\_\_  
Name: Denton L. Kernodle  
Title: Attorney in Fact

  
\_\_\_\_\_  
Nate Zeiger

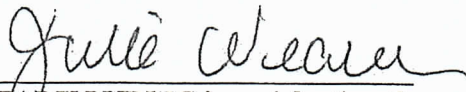
ACKNOWLEDGMENT

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

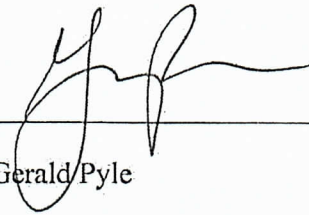
BE IT KNOWN, that on this 31st day of December, 2014, before me, the undersigned authority, personally came and appeared Denton L. Kernodle, to me personally known, who, being by me duly sworn, did say that he is the Attorney in Fact of Apache Corporation, a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Attorney in Fact and such Attorney in Fact acknowledged said instrument to be the free act and deed of said corporation.

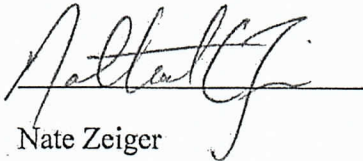


[SEAL]

  
\_\_\_\_\_  
NOTARY PUBLIC in and for the aforesaid  
County and State  
Name: Julie Weaver  
Commission Expires: June 30, 2016  
Bar/Notary No.: 3831517


WITNESSES:

  
Gerald Pyle

  
Nate Zeiger

ASSIGNOR:

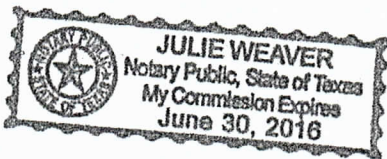
APACHE SHELF, INC.

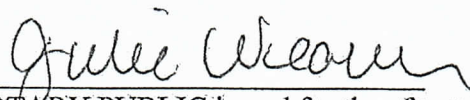
By:   
Name: Denton L. Kernodle  
Title: Attorney in Fact

ACKNOWLEDGMENT

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

BE IT KNOWN, that on this 31st day of December, 2014, before me, the undersigned authority, personally came and appeared Denton L. Kernodle, to me personally known, who, being by me duly sworn, did say that he is the Attorney in Fact of Apache Shelf, Inc., a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Attorney in Fact and such Attorney in Fact acknowledged said instrument to be the free act and deed of said corporation.



  
NOTARY PUBLIC in and for the aforesaid  
County and State  
Name: Julie Weaver  
Commission Expires: June 30, 2016  
Bar/Notary No.: 3831517

WITNESSES:

ASSIGNEE:

TEXAS PETROLEUM INVESTMENT  
COMPANY

Steve Sandlin

Print Name

  
JACQUELYNN SIPE

Print Name

By: Brannon H Miley

Name: Brannon H. Miley  
Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF TEXAS

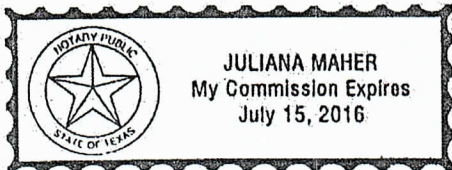
§

COUNTY OF HARRIS

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§

BE IT KNOWN, that on this 18<sup>th</sup> day of December, 2014, before me, the undersigned authority, personally came and appeared Brannon H. Miley, to me personally known, who, being by me duly sworn, did say that he is the Chief Financial Officer of Texas Petroleum Investment Company, a Texas corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Chief Financial Officer and such Chief Financial Officer acknowledged said instrument to be the free act and deed of said corporation.



NOTARY PUBLIC in and for the aforesaid  
County/Parish and State

Name: Juliana Maher

Commission Expires: July 15, 2016

Bar/Notary No. \_\_\_\_\_

[SEAL]

ATTACHMENT I  
TO  
ASSIGNMENT, CONVEYANCE AND BILL OF SALE

DEFINITIONS

“**Applicable Contracts**” means all Contracts (a) (i) to which Assignor is a party (or is a successor or assign of a party) and (ii) that pertain to any of the real and personal properties, rights, titles, or interests described in Section 2.1(a) through Section 2.1(d) or Section 2.1(f) through Section 2.1(p) of the Purchase Agreement or (b) that are otherwise binding on the Assets, but, in each case, provided, however, “Contracts” shall not include (a) any contracts, agreements and instruments included within the definition of “Excluded Assets”, and (b) the Leases and other instruments constituting Assignor’s chain of title to the Leases.

“**Contracts**” means any written: contract; agreement; instrument; agreement regarding indebtedness; indenture; debenture; note, bond or loan; collective bargaining agreement; mortgage or deed of trust; license agreement; farmin and/or farmout agreement; participation, exploration or development agreement; lease; right-of-way, easement or other agreement pertaining to surface or subsurface rights; crude oil, condensate or natural gas purchase and sale, gathering, processing, transportation or marketing agreement; operating agreement; balancing agreement; unitization, pooling, and communitization agreement, declaration or order; area of mutual interest agreement; acreage contribution agreement; non-competition agreement; Hydrocarbon storage agreement; production handling agreement; or other similar contract.

“**Excluded Assets**” means:

- (a) subject to Section 6.11 of the Purchase Agreement, those Permits for which (i) transfer is prohibited or subject to payment of a fee or other consideration by an agreement with a Third Party or by applicable Law, and (ii) no Consent to transfer has been received (following Assignor’s use of Reasonable Efforts to obtain such Consent) or for which Assignee has not agreed in writing to pay such fee or other consideration, as applicable;
- (b) all indemnity rights, rights under Contracts, counterclaims, cross-claims, offsets or defenses and similar rights to the extent relating to any Retained Obligations;
- (c) all Hedge Contracts and all software used for trading, hedging and credit analysis;
- (d) those Contracts, assets or rights set forth on Exhibit B;
- (e) all (i) insurance policies held by Assignor or its Affiliates, including any outstanding or pending claims against insurers under policies held by Assignor or any of its Affiliates and (ii) rights and interests of Assignor under any policy or agreement of insurance related to the Assets and (iii) or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of Asset prior to the Effective Time;

- (f) the following (the "Excluded Records"):
- (i) all corporate records, Income Tax records, personnel records (except with respect to a Transferred Employee, the personnel records for whom shall not be considered an Excluded Record to the extent disclosure of such personnel records to Buyer is permitted pursuant to applicable Law), legal data and information entitled to legal privilege in favor of Assignor or any Affiliate of Assignor that relates to Assignor's business generally (whether or not relating to the Assets) or to Assignor's business elsewhere in the onshore United States;
  - (ii) any data, software and records for which (A) transfer is prohibited or subject to payment of a fee or other consideration by a Contract with a Third Party or by applicable Law, and (B) no Consent to transfer has been received (following Assignor's use of Reasonable Efforts to obtain such Consent) or for which Assignee has not agreed in writing to pay such fee or other consideration, as applicable;
  - (iii) all legal records and legal files of Assignor (A) that are subject to an existing legal privilege or (B) to the extent relating to any other Excluded Assets or the Retained Obligations;
  - (iv) all (A) agreements and correspondence between Assignor and RBC Richardson Barr (the "Advisor") relating to the transactions contemplated in the Purchase Agreement, (B) lists of prospective purchasers for such transactions compiled by Assignor or the Advisor, (C) bids submitted by other prospective purchasers of the Assets, (D) analyses by Assignor or the Advisor of any bids submitted by any prospective purchaser, (E) correspondence and confidentiality agreements between or among Assignor or Advisor, or any of their respective Representatives, and any prospective purchaser other than Assignee, (F) correspondence between or among Assignor or Advisor or any of their respective Representatives with respect to any of the bids, the prospective purchasers, the engagement or activities of the Advisor or the transactions contemplated in this Agreement and (G) any offering materials prepared by the Advisor and circulated to prospective purchasers;
  - (v) any data and records primarily relating to the other Excluded Assets; and
  - (vi) any (A) internal valuations, price forecasts or interpretive data, (B) confidential information, and (C) information or records that are subject to any Third Party license or secrecy agreement that may restrict Assignor's ability to disclose or transfer such information or records, and for which any required Consent to transfer has not been received (following Assignor's use of Reasonable Efforts to obtain such Consent);
- (g) any refund, loss, carry forwards, or credit of costs, Non-Income Taxes or expenses paid by Assignor and attributable to the period ending at or prior to the Effective Time, Income Taxes attributable to the Pre-Closing Tax Period, or the Excluded Assets;
- (h) the Office Leases described on Schedule 2.2(h) of the Purchase Agreement;

- (i) all office furniture, furnishings and equipment, cell phones, mobile devices, communications software, intellectual property (including tapes, data and program documentation and all tangible manifestations and technical information relating thereto), software, computer-related hardware and other hardware, personal property and equipment owned, licensed or used by Assignor with respect to the Assets;
- (j) any Apache Mark, logo, service mark, copyright, trade name or trademark of or associated with Assignor or any Affiliate of Assignor or any business of Assignor or of any Affiliate of Assignor;
- (k) copies of all Records;
- (l) all audit rights arising under any Applicable Contracts with respect to the period prior to the Effective Time;
- (m) the right to bill nonoperating interest owners under joint operating agreements for (i) any Operating Expenses paid by Assignor with respect to periods prior to Closing and (ii) any overhead chargeable to non-operators under the applicable joint operating agreement prior to Closing with respect to any Well that is operated by Assignor or any of its Affiliates; the accounts resulting from such joint interest billings; and all rights under the applicable joint operating agreement to collect such billings;
- (n) the right to receive mail, other communications and payments relating to any of the Excluded Assets, all of which mail, other communications and payments shall be promptly forwarded by Assignee to Assignor to the extent received by Assignee;
- (o) any attorney-client privilege and any and all documents and instruments of Assignor that may be protected by such attorney-client privilege to the extent relating to any assets that constitute Excluded Assets;
- (p) all (i) software owned or licensed solely by Assignor or its Affiliates and related to the Assets, (ii) patents, trade secrets and other intellectual property owned or licensed by Assignor or its Affiliates, and (iii) Seismic Data owned or licensed by Assignor or its Affiliates;
- (q) all proceeds of the Assets, including all Hydrocarbons produced and sold from the Assets, with respect to all periods prior to the Effective Time to the extent the Purchase Price was not increased by the amount thereof under Section 3.3 of the Purchase Agreement;
- (r) all fee minerals, Hydrocarbons in place, mineral servitudes, non-participating royalty interests, royalty interests, and other similar interest in Hydrocarbons that are not derived from any leasehold interests in any of the Lands, Leases, Wells, Facilities, or other Assets;
- (s) all Assets deemed to constitute Excluded Assets pursuant to Section 6.10, Section 6.16, or Section 9.2(b)(ii) of the Purchase Agreement;

- (t) all trade credits, all accounts, receivables and all other proceeds, income or revenues attributable to the Assets with respect to any period of time prior to the Effective Time;
- (u) drilling rigs and related equipment, work over rigs and related equipment, tools and other equipment brought onto a well site temporarily for purposes of drilling, reworking or maintaining a well, all vehicles, and any other equipment, inventory, machinery, tools and other personal property not currently in use for the operation of a Well or Wells;
- (v) automation systems including meters and related telemetry, licensed radio frequencies and associated communications infrastructure including towers, antennas, data links and network circuits, except Assignor-owned SCADA equipment and the FCC Licenses; and
- (w) whether or not relating to the Assets, any Contracts constituting: (i) master service agreements, procurement agreements, engineering and procurement contracts, or similar service contracts and any work orders thereunder or relating thereto; and (ii) agreements for the purchase and sale of Hydrocarbons, including NAESB or GISB master agreements and any confirmations thereunder, and any other production marketing arrangements, whether or not applicable to the Assets, except the transferred Hydrocarbon sales agreements listed on Schedule 4.8(a) of the Purchase Agreement.

**“Properties”** means, collectively, the Leases, the Lease Related Interests, the Units and the Wells.

**EXHIBIT A-1**

to Assignment, Conveyance and Bill of Sale dated effective October 1, 2014 between Apache Corporation et al, Assignor  
and Texas Petroleum Investment Company, Assignee

**LEASES**

**ST CHARLES PARISH**

LEASE NO	LESSOR	LESSEE	LEASE DATE	RECORDED		
				BOOK	PAGE	ENTRY NO
0095267	STATE OF LOUISIANA 14828	APACHE CORPORATION	11/14/1994	490	42	191024
						STATE TRACT 27990 IN SEC.5 AND SEC. 6 T13S R8E



**EXHIBIT A-2**  
**to Assignment, Conveyance and Bill of Sale dated effective October 1, 2014 between Apache Corporation et al, Assignor**  
**and Texas Petroleum Investment Company, Assignee**

**WELLS**

**ST CHARLES PARISH**

REF	API	WELL NAME	PROSPECT	FIELD	PRP#	STATE	COUNTY/PARISH
718	170898805300	CRISTINA SWD #001	ST ROSE N	NORTH ST ROSE	CF004112	LA	ST CHARLES
719	170892057500	KOCH GATEWAY PIPELINE CO #001	ST ROSE N	NORTH ST ROSE	01205201	LA	ST CHARLES

**EXHIBIT A-3**  
**to Assignment, Conveyance and Bill of Sale dated effective October 1, 2014 between Apache Corporation et al, Assignor**  
**and Texas Petroleum Investment Company, Assignee**

**FACILITIES**

**ST CHARLES PARISH**

REF	FIELD	PROSPECT_CODE	PROSPECT	PRP#	PROPERTY NAME	TYPE	STATE	PARISH/COUNTY
33	CHACAHOULA	LA1783	ST ROSE N	CF004005	LC17-95-2	COMPRESSOR FACILITY	LA	ST CHARLES
83	LAKE DE CADE	LA5532	LAKE DECADE	CF002844	LC12-186-3 COMPRESSOR	COMPRESSOR FACILITY	LA	ST CHARLES
114	LAKE SALVADOR	LA5323	LAKE SALVADOR	CF004011	LC27-1100-3	COMPRESSOR FACILITY	LA	ST CHARLES

EXHIBIT A-4  
to Assignment, Conveyance and Bill of Sale dated effective October 1, 2014 between Apache Corporation et al, Assignor  
and Texas Petroleum Investment Company, Assignee.

PROCESSING PLANTS

ST CHARLES PARISH

NONE

EXHIBIT B  
TO  
ASSIGNMENT, CONVEYANCE AND BILL OF SALE  
CERTAIN EXCLUDED ASSETS

None.

Exhibit B

STATE OF LOUISIANA

PARISH OF ST. CHARLES

AGREEMENT AND ACKNOWLEDGMENT

This Agreement and Acknowledgment ("Agreement") is effective for all purposes as of 7:00 a.m. Central time on October 1, 2014 ("Effective Time"), by Apache Corporation, a Delaware corporation ("APA") whose address is 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400, and Apache Shelf, Inc., a Delaware corporation ("APSH") and each of APA and APSH individually and collectively, an "Assignor", whose address is 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400, and Texas Petroleum Investment Company, a Texas corporation ("TPIC") whose address is 5850 San Felipe, Suite 250, Houston, Texas 77057, ("Assignee"). Assignor and Assignee are hereinafter referred to individually as "Party" and collectively as "Parties."

WHEREAS, the Parties make reference to that certain Assignment, Conveyance and Bill of Sale executed by Assignor to Assignee, effective as of the Effective Time, recorded January 14, 2015, under Entry No. 402956, of the public records of St. Charles Parish, Louisiana, affecting the State Lease described therein, to which this Agreement is attached (the "Assignment");

WHEREAS, the Assignment contained the following provision, to-wit:

This Assignment is subject to that certain Purchase and Sale Agreement dated as of November 14, 2014 (as such has or may hereinafter be supplemented, modified or amended from time to time, the "Purchase Agreement") between Assignor and Assignee. The terms and conditions of the Purchase Agreement are incorporated herein by reference, and to the extent of a conflict between the provisions of the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall govern and control.

WHEREAS, the Parties wish to acknowledge that the language quoted immediately above is relevant and binding between the Parties, but is of no force and effect as to the State Mineral and Energy Board of the State of Louisiana, as Lessor under the State Lease(s) noted above, and that, insofar as concerns the State Mineral and Energy Board of the State of Louisiana, as Lessor under the State Lease(s) noted above, the words ", and to the extent of a conflict between the provisions of the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall govern and control," shall be deemed inoperative and not written;

WHEREAS, the Parties hereto desire to execute this Agreement for the purposes stated herein, and in order to induce the State Mineral and Energy Board of the State of Louisiana, as Lessor under the State Lease(s) noted above, to approve the Assignment in accordance with La. R.S. 30:128, the terms of the State Lease(s) noted above, and the rules and regulations of the State Mineral and Energy Board of the State of Louisiana.

NOW, THEREFORE, for the foregoing purposes, the Assignor and Assignee under the Assignment do hereby agree, acknowledge and confirm that the language quoted above is relevant and binding between the Parties, but is of no force and effect as to the State Mineral and Energy Board of the State of Louisiana, as Lessor under the State Lease(s) noted above.


The Parties hereto further agree, acknowledge and confirm that the State Mineral and Energy Board of the State of Louisiana, as Lessor under the State Lease(s) noted above, will rely upon this Agreement in connection with the approval of the Assignment in accordance with La. R.S. 30:128, the terms of the State Lease(s) noted above, and the rules and regulations of the State Mineral and Energy Board of the State of Louisiana.

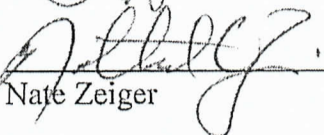
This Assignment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Assignment.

[Remainder of Page Intentionally Left Blank – Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed before the undersigned competent witnesses on the date set forth in the following acknowledgments, but effective for all purposes as of the Effective Time.


**WITNESSES:**

  
\_\_\_\_\_  
Gerald Pyle

  
\_\_\_\_\_  
Nate Zeiger

**ASSIGNOR:**

APACHE CORPORATION

By:   
\_\_\_\_\_  
Name: Denton L. Kernodle  
Title: Attorney in Fact

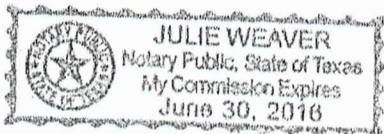
**ACKNOWLEDGMENT**

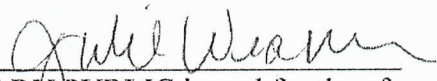
STATE OF TEXAS §

§

COUNTY OF HARRIS §

BE IT KNOWN, that on this 2 day of February, 2015, before me, the undersigned authority, personally came and appeared Denton L. Kernodle, to me personally known, who, being by me duly sworn, did say that he is the Attorney in Fact of Apache Corporation, a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Attorney in Fact and such Attorney in Fact acknowledged said instrument to be the free act and deed of said corporation.



  
\_\_\_\_\_  
NOTARY PUBLIC in and for the aforesaid  
County and State  
Name: Julie Weaver  
Commission Expires: June 30, 2016  
Bar/Notary No.: 3831517

[SEAL]

WITNESSES:

[Signature]

Print name: Steve Sandlin

[Signature]

Print name: David M. Butler

ASSIGNEE:

TEXAS PETROLEUM  
INVESTMENT COMPANY

By: Brannon H. Miley

Name: Brannon H. Miley

Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF TEXAS

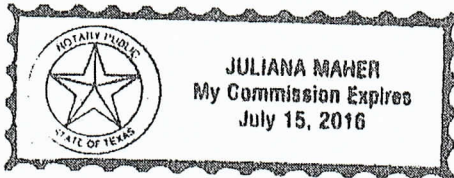
§

COUNTY OF HARRIS

§

§

BE IT KNOWN, that on this 3<sup>rd</sup> day of February, 2015, before me, the undersigned authority, personally came and appeared Brannon H. Miley, to me personally known, who, being by me duly sworn, did say that he is the Chief Financial Officer of Texas Petroleum Investment Company, a Texas corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors and such Brannon H. Miley acknowledged said instrument to be the free act and deed of said corporation.



Juliana Mahen

NOTARY PUBLIC in and for the aforesaid  
County and State

Name: Juliana Mahen

Commission Expires: July 15, 2016

Bar/Notary No. 5291083

[SEAL]