

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported): **June 30, 2020**

Sanchez Midstream Partners LP

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	001-33147 (Commission File Number)	11-3742489 (IRS Employer Identification No.)
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1360 Post Oak Blvd, Suite 2400 Houston, TX (Address of principal executive offices)	77056 (Zip Code)
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Registrant's telephone number, including area code: **(713) 783-8000**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Units representing limited partner interests	SNMP	NYSE American

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Explanatory Note

As previously disclosed, on August 11, 2019, Sanchez Energy Corporation (“SN”) and certain of its subsidiaries, consisting of SN Palmetto, LLC, SN Marquis LLC, SN Cotulla Assets, LLC, SN Operating, LLC, SN TMS, LLC, SN Catarina, LLC, Rockin L Ranch Company, LLC, SN Payables, LLC, SN EF Maverick, LLC (“SN Maverick”) and SN UR Holdings, LLC (collectively with SN, the “Debtors”), filed voluntary petitions for reorganization under Chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”).

On June 30, 2020, SN emerged from Chapter 11 as a privately held corporation under the name Mesquite Energy, Inc.

Item 1.01 Entry into a Material Definitive Agreement

As previously disclosed, on June 6, 2020, (i) Sanchez Midstream Partners LP (the “Partnership”) and Sanchez Midstream Partners GP LLC, the sole general partner of the Partnership (the “General Partner”), (A) each entered into, (B) caused and approved the Partnership’s wholly-owned subsidiaries Catarina Midstream LLC (“Catarina Midstream”) and Seco Pipeline, LLC (“Seco Pipeline”) entering into, and (C) approved Carnero G&P LLC (“Carnero G&P”), a joint-venture in which the Partnership owns a fifty percent (50%) interest, entering into, in each case, that certain Settlement Agreement, as amended by that certain Amendment Agreement, dated as of June 14, 2020 and effective as of June 6, 2020 (as amended, the “Settlement Agreement”) with the Debtors, SP Holdings, LLC, the sole member of the General Partner (“SP Holdings”), and TPL SouthTex Processing Company LP (“Targa”, and collectively with each of the Partnership, the General Partner, Catarina Midstream, Seco Pipeline, Carnero G&P, the Debtors and SP Holdings, the “Parties”, and each a “Party”).

On June 30, 2020, the Bankruptcy Court entered an order approving the Settlement Agreement and authorizing the Parties to perform thereunder, and accordingly the Parties took the following actions:

- (1) The Debtors executed and delivered (i) that certain Second Amendment Agreement, by and among Carnero G&P, SN and SN Catarina, LLC, a subsidiary of SN (“SN Catarina”) (the “Carnero Agreement Amendment”), providing certain amendments to (x) that certain Firm Gas Gathering Agreement, dated as of October 2, 2015, by and among Carnero G&P, SN and SN Catarina, which was amended effective June 23, 2016, May 1, 2017, and April 1, 2018, and (y) that certain Firm Gas Processing Agreement, dated as of October 2, 2015, by and among Carnero G&P, SN and SN Catarina, which was amended effective June 23, 2016, May 1, 2017, and April 1, 2018; (ii) Amendment No. 2 to Firm Gathering and Processing Agreement, dated as of October 14, 2015, by and between Catarina Midstream and SN Catarina, which was amended effective June 30, 2017 (the “Catarina Gathering Amendment”); (iii) that certain Firm Transportation Service Agreement, by and among Seco Pipeline and SN Catarina (the “Seco Catarina Agreement”); and (iv) that certain Firm Transportation Service Agreement, by and among Seco Pipeline and SN Maverick (the “Seco

Comanche Agreement,” and together with the Seco Catarina Agreement, the “New Seco Pipeline Agreements”);

- (2) Catarina Midstream executed and delivered the Catarina Gathering Amendment;
- (3) Carnero G&P executed and delivered (i) that certain Carnero Agreement Amendment; and (ii) the First Amendment to NGL Sale Agreement, dated as of April 1, 2018, by and between Carnero G&P and Targa Liquids Marketing and Trade LLC (“Targa Liquids”), an affiliate of Targa (the “NGL Sales Agreement Amendment”);
- (4) Seco Pipeline executed and delivered the New Seco Pipeline Agreements;
- (5) The Partnership (i) executed and delivered the First Amendment to Second Amended and Restated Limited Liability Company Agreement of Carnero G&P, dated as April 1, 2018, by and between the Partnership and Targa (the “LLC Agreement Amendment”), and (ii) caused (A) Catarina Midstream to execute and deliver the Catarina Gathering Amendment, (B) Seco Pipeline to execute and deliver the New Seco Pipeline Agreements, and (C) Carnero G&P to execute and deliver the Carnero Agreement Amendment and the NGL Sales Agreement Amendment; and
- (6) Targa (i) executed and delivered the LLC Agreement Amendment and (ii) caused (A) Carnero G&P to execute and deliver the Carnero Agreement Amendment and the NGL Sales Agreement Amendment, and (B) Targa Liquids to execute and deliver the NGL Sales Agreement Amendment.

Catarina Gathering Amendment

The Catarina Gathering Amendment amends that certain Firm Gathering and Processing Agreement, dated as of October 14, 2015, as amended effective June 30, 2017, by and between Catarina Midstream and SN Catarina (as amended, the “Catarina Gathering Agreement”). The Catarina Gathering Amendment provided, among other things, (i) a new Gathering & Processing Fee (as defined in the Catarina Gathering Amendment), (ii) removal of SN Catarina’s minimum volume commitments and related deficiency fee obligations and (iii) expansion of the dedicated acreage thereunder.

The Catarina Gathering Amendment will become effective upon the satisfaction of certain closing conditions described in the Settlement Agreement.

The foregoing description of the Catarina Gathering Amendment does not purport to be complete and is qualified in its entirety by reference to such document, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

New Seco Pipeline Agreements

The Seco Catarina Agreement governs the receipt, transportation and delivery of certain natural gas on a firm basis and/or interruptible basis, as applicable, on the Seco Pipeline system located

in LaSalle and Webb Counties, Texas. Under the Seco Catarina Agreement, SN Catarina dedicated to Seco Pipeline for transportation on the Seco Pipeline all volumes of residue gas owned or controlled by SN Catarina or its affiliates (other than SN Maverick) that are produced from natural gas delivered to SN Catarina under the Catarina Gathering Agreement, at the tailgate of the Raptor Plant and specifically excluding gas that is processed at any of the Carnero G&P processing plants in Bee County, Texas.

Under the Seco Comanche Agreement, SN Maverick dedicated to Seco Pipeline for transportation on the Seco pipeline all volumes of residue gas owned or controlled by SN Maverick or its affiliates (other than SN Catarina) that are produced from natural gas delivered to SN Maverick under that certain Firm Gas Gathering, Processing and Purchase Agreement, dated effective as of April 1, 2018, as amended, between SN Maverick and Carnero G&P, at the tailgate of the Raptor Plant. The Seco Comanche Agreement also provides that SN Maverick will enter into a ratification agreement with each Comanche Shipper (as defined in the Seco Comanche Agreement), under which such Comanche Shipper will ratify or otherwise commit itself to performance under the Seco Comanche Agreement.

Subject to earlier termination and renewals as set forth therein, each New Seco Pipeline Agreement has a primary term that will expire on March 31, 2033. Each New Seco Pipeline Agreement will become effective upon the satisfaction of certain closing conditions described in the Settlement Agreement.

The foregoing descriptions of the New Seco Pipeline Agreements do not purport to be complete and are qualified in their entirety by reference to the Seco Catarina Agreement and Seco Comanche Agreement, which are filed as Exhibit 10.2 and Exhibit 10.3, respectively, hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No. Exhibit

- 10.1 [Amendment No. 2 to Firm Gathering and Processing Agreement, dated as of June 30, 2020, by and between SN Catarina, LLC and Catarina Midstream, LLC*](#)
- 10.2 [Firm Transportation Service Agreement, dated as of June 30, 2020, by and between Seco Pipeline, LLC and SN Catarina, LLC*](#)
- 10.3 [Firm Transportation Service Agreement, dated as of June 30, 2020, by and between Seco Pipeline, LLC and SN EF Maverick, LLC*](#)

*Certain portions of this exhibit (indicated by “[***]”) have been *omitted* pursuant to Item 601(b) (10) of Regulation S-K.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SANCHEZ MIDSTREAM PARTNERS LP

By: Sanchez Midstream Partners GP LLC,
its general partner

Date: July 7, 2020

By: /s/ Charles C. Ward
Charles C. Ward
Chief Financial Officer and Secretary

Certain portions of this exhibit (indicated by “[***]”) have been omitted pursuant to Item 601(b)(10) of Regulation S-K. Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

AMENDMENT NO. 2 TO FIRM GATHERING AND PROCESSING AGREEMENT

This AMENDMENT NO. 2 TO FIRM GATHERING AND PROCESSING AGREEMENT (this “**Second Amendment**”), executed on the Approval Date but deemed effective as of the Closing Date (“**Amendment Effective Time**”), is by and between SN Catarina, LLC, a Delaware limited liability company (“**Producer**”) and Catarina Midstream, LLC, a Delaware limited liability company (“**Gatherer**”). Producer and Gatherer may be referred to in this Second Amendment individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, Producer and Gatherer entered into that certain Firm Gathering and Processing Agreement, dated as of October 14, 2015 (the “**Original Gathering Agreement**”), as amended by that certain Amendment No. 1 to Firm Gathering and Processing Agreement, dated as of June 30, 2017 (the “**First Amendment**”, and together with the Original Gathering Agreement, the First Amendment and this Second Amendment, collectively, the “**Gathering Agreement**”), pursuant to which Gatherer provides certain gathering, transportation, and processing services to Producer;

WHEREAS, on August 11, 2019, Sanchez Energy Corporation (“**Sanchez**”) and certain of its subsidiaries, including Producer, filed for protection under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”);

WHEREAS, on April 6, 2020, Sanchez and certain of its subsidiaries, including Producer, filed that certain Joint Chapter 11 Plan of Reorganization of Sanchez Energy Corporation and its Debtor Affiliates with the Bankruptcy Court at Docket No. 1109, as amended by that certain Amended Joint Chapter 11 Plan of Reorganization of Sanchez Energy Corporation and its Debtor Affiliates filed with the Bankruptcy Court at Docket No. 1149 on April 26, 2020, as further amended by that certain Second Amended Joint Chapter 11 Plan of Reorganization of Sanchez Energy Corporation and its Debtor Affiliates, filed with the Bankruptcy Court at Docket No. 1198 on April 30, 2020 (as amended from time to time, the “**Chapter 11 Plan**”); and

WHEREAS, in connection with the effectiveness of the Chapter 11 Plan, the Parties desire to amend the Gathering Agreement to institute a new Gathering & Processing Fee, to remove Producer’s minimum volume commitments and related deficiency fee obligations, and to revise the definition of Dedicated Acreage, together with such other amendments, as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other valuable consideration, the Parties hereby agree as follows:

Section 1.1 **Definitions**. Capitalized terms used throughout this Second Amendment and not defined herein have the meanings ascribed to them in the Gathering Agreement.

Section 1.2 **Amendments.**

(a) All references to the “Agreement” in the Gathering Agreement shall be deemed to include the terms and conditions of the First Amendment and this Second Amendment, as applicable.

(b) Exhibit A to the Gathering Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto.

(c) Exhibit B to the Gathering Agreement is hereby deleted in its entirety and replaced with Exhibit B attached hereto.

(d) Exhibit C to the Gathering Agreement is hereby deleted in its entirety and replaced with Exhibit C attached hereto.

(e) Exhibit D to the Gathering Agreement is hereby deleted in its entirety and replaced with Exhibit D attached hereto.

(f) Exhibit E to the Gathering Agreement is hereby deleted in its entirety and replaced with Exhibit E attached hereto.

(g) Exhibit F to the Gathering Agreement is hereby deleted in its entirety and replaced with Exhibit F attached hereto. The title of Exhibit F is hereby amended to “Pipelines” in all instances throughout the Gathering Agreement.

(h) The following definitions are added to Section 1.1 of the Gathering Agreement in the appropriate alphabetic order:

“Approval Date” means the date on which the Bankruptcy Court enters the Approval Order.

“Approval Order” means an order of the Bankruptcy Court reasonably acceptable to the parties to the Settlement Agreement, entered pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, approving the Settlement Agreement, which order has not been reversed, vacated or stayed.

“Bankruptcy Cases” means the chapter 11 cases of the Debtors pending before the Bankruptcy Court, styled In re Sanchez Energy Corporation, et al., Case No. 19-34508 (MI) (Bankr. S.D. Tex.) (Jointly Administered).

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

“Chapter 11 Plan” has the meaning set forth in the recitals.

“Closing Date” means the date the Closing Notice is executed and filed with the Bankruptcy Court.

“Closing Notice” means a notice of the occurrence of Closing (as defined in the Settlement Agreement and attached thereto as Exhibit G).

“Debtors” means, collectively, prior to the Effective Date, Sanchez Energy Corporation and each of its direct and indirect subsidiaries that are debtors and debtors-in-possession in the Bankruptcy Cases, including SN EF Maverick, LLC and SN Catarina, LLC, and, after the Effective Date, such entities as reorganized pursuant to the Chapter 11 Plan.

“First Amendment” means that certain Amendment No. 1 to Firm Gathering and Processing Agreement, dated as of June 30, 2017 with a deemed effective time of 12:01 a.m. on April 1, 2017, between Producer and Gatherer.

“Pipelines” has the meaning set forth in Section 18(a).

“Second Amendment” means that certain Amendment No. 2 to Firm Gathering and Processing Agreement, dated as the Approval Date but effective as of the Closing Date, between Producer and Gatherer.

“Settlement Agreement” means that certain Settlement Agreement, dated as of June 6, 2020, by and among the Debtors, Catarina Midstream LLC, Carnero G&P LLC, Seco Pipeline, LLC, Sanchez Midstream Partners, LP and TPL SouthTex Processing Company LP.

“Termination Notice” has the meaning set forth in Section 9.1(a). “Transferee” means a Person who receives all or part of the Pipelines through a Transfer pursuant to Section 18.

(i) The following definitions are deleted from Section 1.1 of the Gathering Agreement:

“Contract Quarter”; “Commitment Term”; “Election Notice”; “Excess Gas Volume”; “Excess Oil Volume”; “Gas Deficiency Volume”; “Gas Commitment Term”; “Minimum Quarterly Quantity of Gas”; “Minimum Quarterly Quantity of Oil”; “Oil Deficiency Volume”; “Oil Commitment Term”; “Quarterly Deficiency Payments”; “Quarterly Gas Deficiency Payment”; “Quarterly Oil Deficiency Payment”; and “Third Party Agreement”.

(j) The following definitions from Section 1.1 of the Gathering Agreement are deleted in their entirety and replaced with the following:

“Cash Value” means the market value (expressed in U.S. dollars) of the Pipelines subject to the proposed Transfer, based on the amount that a willing buyer would pay a willing seller in an arm’s length transaction.

“Control” (including its derivatives and similar terms) means (a) with respect to any Person, possessing, directly or indirectly, the power to direct or cause the direction of the management and policies of any such relevant Person by

ownership of voting interest, by contract or otherwise; provided, however, that solely having the power to act as the operator of a Person's day-to-day commercial operations, without otherwise having the direct or indirect power to direct or cause the direction of the management and policies of such Person, shall not satisfy the foregoing definition of "Control" and (b) with respect to any Products or water, such Products or water with respect to which Producer has the contractual right or obligation (pursuant to a marketing, gathering, transportation, processing, agency, operating, unit or similar agreement) to market, gather, transport or process such Products or water and Producer elects or is obligated to market, gather, transport or process such Products or water.

"Dedicated Leases" means Producer's mineral leases located within the area described on Exhibit C – Part 1, now existing or hereafter acquired, as such mineral leases may be in effect during the Term, including those mineral leases set forth on Exhibit C - Part 3 attached hereto and made a part hereof.

"Right of First Refusal" has the meaning set forth in Section 18(a).

"Transfer" has the meaning set forth in Section 18(a).

(k) Section 2.2 of the Gathering Agreement is hereby deleted in its entirety and replaced with the following:

Subject to the terms of the Dedicated Instruments, Producer exclusively dedicates and commits the Dedicated Acreage to this Agreement and to deliver to Gatherer under this Agreement, as and when produced, (a) all of the Dedicated Products and water owned by Producer and (b) all of the third party Gas, Oil and water under the Control of Producer, in each case produced during the Term from the Dedicated Acreage. The Gathering and Processing Fee provided for herein, and the dedication contemplated hereby, shall apply to (a) all of the Dedicated Products and water owned by Producer and (b) all of the third party Gas, Oil and water under the Control of Producer, in each case produced during the Term from the area described on Exhibit C – Part 1, including, for the avoidance of doubt, all of the foregoing produced from wells or leases within the area described on Exhibit C – Part 1 acquired or developed on or after the Closing Date.

(l) Section 2.5 of the Gathering Agreement is hereby deleted in its entirety and replaced with the following:

Section 2.5 Memorandum. In connection with the execution of the Second Amendment and from time to time during the Term, the Parties will execute, acknowledge, deliver and record a "short form" memorandum of this Agreement substantially in the form of Exhibit E identifying the Dedicated Acreage and identifying the lands, leases and wells within the Dedicated Acreage in which Producer and its Affiliates own interests, which Producer will file of record in the real property records of each county that contains Dedicated Acreage. Notwithstanding the foregoing, Gatherer shall also have the right to file and record

such memorandum of this Agreement and any necessary supporting documents or instruments in the real property records of each county that contains Dedicated Acreage.

(m) Section 3.1(b) of the Gathering Agreement is hereby deleted in its entirety and replaced with the following:

(b) Reserved;

(n) Section 3.3 of the Gathering Agreement is hereby deleted in its entirety and replaced with the following:

Section 3.3 Reserved.

(o) Section 3.5 of the Gathering Agreement is hereby deleted in its entirety and replaced with the following:

Section 3.5 Gathering System Interruptions. Producer's Products entitled to Firm service may be, from time to time, interrupted, curtailed, or disrupted (herein, a "Disruption") to the extent reasonably necessary (as determined by Gatherer acting in its reasonable discretion) for any of the following reasons: (i) safe operation of the Gathering System, (ii) an ongoing event of Force Majeure affecting Gatherer, (iii) subject to the Gatherer's compliance with the other terms and conditions of this Agreement, the inability of a Delivery Point to receive Producer's Products, and (iv) upon reasonable advance notice to Producer, maintenance, expansions or modifications of the Gathering System from time to time, provided that with respect to this item Gatherer will reasonably cooperate with Producer to minimize adverse effects due to such work. In the event of a Disruption, Gatherer will give Producer prompt notice with reasonable detail of the reason for the Disruption and a good faith estimate of the duration and extent of such Disruption. In such event Gatherer shall not be in breach or default of its obligations under this Agreement and shall have no liability to Producer in connection with or resulting from any such curtailment; provided, however, that Gatherer shall, at Producer's request, release from dedication under this Agreement all of Producer's volumes interrupted or curtailed as the result of such Disruption. When Gatherer reestablishes Producer's Firm service as to such volumes interrupted or curtailed by a Disruption, Gatherer shall give Producer notice of such fact and Producer shall recommence deliveries to Gatherer of the volumes that would have otherwise been released from dedication as a result of such Disruption on the first Day of the Month following the receipt of such notice and all such volumes shall again be subject to this Agreement.

(p) The title to Article 5 of the Gathering Agreement is hereby deleted in its entirety and replaced with the following:

**ARTICLE 5
FEES, BILLING, AND PAYMENT**

(q) Section 5.2 of the Gathering Agreement is hereby deleted in its entirety and replaced with the following:

Section 5.2 Reserved.

(r) Section 5.3(a)(vi) of the Gathering Agreement is hereby deleted in its entirety and replaced with the following:

(vi) Reserved.

(s) Section 5.3(b) of the Gathering Agreement is hereby amended by deleting “including any amounts for prior period adjustments, late payments and the Quarterly Deficiency Payments, if any” and replaced with “including any amounts for prior period adjustments and late payments”.

(t) Section 5.4 of the Gathering Agreement is hereby deleted in its entirety and replaced with the following:

Section 5.4 Annual Rate Adjustment. Effective on each anniversary of the Effective Date through the Term of this Agreement, the Gathering and Processing Fee (other than related to water) shall be adjusted by the product of the fees then in effect multiplied by the percentage increase (if any) between the Consumer Price Index (All Urban Consumers (CPI-U); U.S. City Average; All items, 1982-1984 reference base), issued by the United States Department of Labor, Bureau of Labor Statistics (“BLS”) (the “CPI”) for January of the current year and the CPI for January of the immediately preceding year; provided that in no event shall the fees hereunder be increased by more than 3% from the fees in effect for the immediately preceding year, or decreased. If the 1982-1984 reference base is no longer used as the standard reference base by BLS, then the standard reference base shall be that established from time to time by BLS as the replacement for the CPI. For the avoidance of doubt and notwithstanding anything to the contrary, the Gathering and Processing Fee (including related to water) shall not be adjusted other than as specifically set forth in this Section 5.4.

(u) Section 9.1(a) of the Gathering Agreement is hereby deleted in its entirety and replaced with the following:

This Agreement will commence on the Effective Date and remain in full force and effect until the 15th anniversary of the Effective Date (the “Primary Term”). Unless terminated by Producer as provided below in this Section 9.1(a), upon the expiration of the Primary Term, this Agreement shall renew automatically for additional terms of twelve (12) months each thereafter (each, a “Renewal Term”) on the existing terms (including the then-existing rates) for up to four (4) total Renewal Terms. No later than the date which is one hundred eighty (180) Days prior to the expiration of the Primary Term or Renewal Term (as applicable),

Producer may elect in writing (a "Termination Notice") to terminate this Agreement. Upon Producer's delivery to Gatherer of the Termination Notice, the Parties agree to negotiate in good faith an extension of this Agreement on the same terms and conditions except with a Gathering and Processing Fee which is at the then prevailing market rate for comparable gathering systems in the South Texas producing region. The period of time that this Agreement remains in effect pursuant to this Section 9.1 is referred to as the "Term".

(v) Sections 9.1(b)-(f) of the Gathering Agreement are hereby deleted in their entirety.

(w) Section 10.2(a) of the Gathering Agreement is hereby deleted in its entirety and replaced with the following:

Producer's Oil received and delivered at each Receipt Point will meet the following quality specifications:

<u>Constituent or Property</u>	<u>Limit</u>
Sediment (excluding water)	Not more than 4.0% by volume
Temperature	Not more than 135°F
Hydrogen Sulfide	Not more than 100 ppm
Viscosity	Not to exceed 1.5 centistokes at 135°F
Total Sulphur	Not more than 0.3% by weight
Organic Chlorides	Not more than 1.5 ppm
Olefins	Not more than 0.5%
Mercaptans	Not more than 0.025% by weight

(x) Section 11.3 of the Gathering Agreement is hereby deleted in its entirety and replaced with the following:

Section 11.3 Performance Excused; Mitigation Duty. In the event a Party is rendered unable, wholly or in part, by an event of Force Majeure, to carry out its obligations under this Agreement, such Party shall be excused from performance under this Agreement and shall not be liable for any failure to perform (except as set forth in the last sentence of this Section 11.3) during a Force Majeure event, and neither Gatherer nor Producer will be liable in damages to the other for any act, omission, or circumstances occasioned by or in consequence of such Force Majeure event (except as set forth in the last sentence of this Section 11.3), in each case, to the extent affected by such Force Majeure event. Except as provided herein, the Party experiencing a Force Majeure event shall use commercially reasonable efforts to mitigate the effects of any Force Majeure event and to remedy any inability to perform its obligations hereunder due to such events as promptly as reasonably practicable. It is understood and agreed that the settlement of strikes or lockouts shall be entirely with the discretion of the Party affected thereby, and that the above requirement that any Force Majeure shall be mitigated using commercially reasonable efforts shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the sole

discretion of the Party affected thereby. Notwithstanding anything to the contrary in this Section 11.3, no Party shall be excused from any indemnity obligation or any payment obligation for amounts due or becoming due under this Agreement by reason of this Section 11.3.

(y) Section 11.5 of the Gathering Agreement is hereby deleted in its entirety.

(z) Section 16.1 of the Gathering Agreement is hereby deleted in its entirety and replaced with the following:

Section 16.1 Notices. Any notice, request, demand, statement, bill, payment or other communication provided for in this Agreement or any notice which any Party may desire to give to the other, will be in writing and will be considered as duly delivered if delivered by mail, email, commercial courier, facsimile or personally, to the address or facsimile numbers of the applicable Parties, and to the attention of their respective contact persons, as follows:

Gatherer: Catarina Midstream, LLC
 c/o Sanchez Midstream Partners LP
 1360 Post Oak Blvd, Suite 2400
 Houston, TX 77056
 Attn: Chief Financial Officer
 Email: cward@sanchezmidstream.com

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

Hunton Andrews Kurth LLP
600 Travis St, Suite 4200
Houston, Texas 77002
Attention: Philip Haines
Email: phaines@huntonak.com

Producer: SN Catarina, LLC
 c/o Sanchez Energy Corporation
 Pennzoil Place
 700 Milam Street, Ste. 600
 Houston, TX 77002
 Attn: General Counsel
 Fax: (713) 756-2784
 Email: gkopel@sanchezog.com

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

Morrison & Foerster LLP
250 West 55th Street
New York, New York 10019
Facsimile: (212) 468-7900

Notwithstanding the foregoing of this Section 16.1, statements, bills and invoices may be delivered via email or other electronic means as may be agreed to between the Parties and nominations and changes thereto may be delivered pursuant to Section 6.1. Either Party may at any time and from time to time by written notice to the other Party designate different persons or addresses for notice.

Notices will be deemed received: (a) if sent by first class mail, three (3) Business Days after the postmark date when properly addressed and deposited in the United States mail, first class postage prepaid; (b) if sent by email, upon transmission so long as the sender does not receive an automatic system notification that such email was not deliverable; (c) if sent by facsimile, upon the sending Party's receipt of its facsimile machine's confirmation of successful transmission, provided that if the Day on which such facsimile is sent is not a Business Day or is after 5:00 p.m. on a Business Day in the receiving Party's jurisdiction, then such facsimile will be deemed to have been delivered on the next Business Day; (d) if sent by commercial courier, upon the date of actual delivery as evidenced by the recipient's written acknowledgment of receipt; and (e) if delivered personally, upon the date of actual delivery.

(aa) Section 17.6 of the Gathering Agreement is hereby deleted in its entirety and replaced with the following:

Section 17.6 Consent to Disconnection. If this Agreement terminates for any reason whatsoever, Producer hereby consents and agrees that Gatherer shall be entitled to disconnect, at its sole cost and expense, any wells, leases, pipeline connections or other facilities utilized by Producer that deliver Producer's Products at the Receipt Points under this Agreement after ten (10) Days prior written notice. "Disconnect" for the purposes of this Section 17.6 means to remove metering facilities, pipelines and any other interconnection facilities through which Producer's Products was delivered under this Agreement that are either owned by Gatherer, or owned by the pipeline with which Gatherer contracted for the gathering or transportation services at the Delivery Point(s). This consent and agreement by Producer in this paragraph applies to both Gatherer and Gatherer's Affiliates, without distinction, and is intended in all respects to satisfy the laws, rules or regulations of any applicable jurisdiction.

(bb) The reference to Section 9.1(b)-(f) in Section 17.9 of the Gathering Agreement is hereby deleted in its entirety.

(cc) A new Section 18 is added to the Gathering Agreement as follows:

Section 18 Right of First Refusal.

(a) If at any time Producer desires to directly Transfer all or any portion of the pipelines located in Dimmit, La Salle and Webb Counties, Texas as described

in more detail in Exhibit F (the “Pipelines”) to a ready, willing and able unaffiliated Transferee in a bona fide, arms-length transaction (a “Transfer”), Gatherer shall have a right of first refusal to purchase the Pipelines from Producer (the “Right of First Refusal”); *provided* that, for purposes of this Section 18, a Transfer (i) shall not include a sale of all or substantially all of the assets or equity of any of Producer, its Affiliates or Sanchez Energy Corporation, a package sale, or a merger, reorganization, consolidation or other similar transaction involving either Producer, its Affiliates or Sanchez Energy Corporation, including in connection with any bankruptcy proceeding , and (ii) shall include any proposed lease of all or any portion of the Pipelines. For the avoidance of doubt, if Producer elects to sell a portion of the assets constituting the Pipelines in a Transfer, but not all of the Pipelines, the Right of First Refusal shall apply only to the portion of the Pipelines which Producer elects to sell.

(b) Producer shall disclose relevant final terms and conditions of a Transfer of the Pipelines in a notice to Gatherer, which notice shall include a description of the transaction in which Producer proposed to Transfer the Pipeline(s), including the Cash Value if the Transfer is not a Cash Transfer. Gatherer shall have the right to acquire the Pipelines subject to such proposed Transfer from Producer on the same such terms and conditions as were negotiated with the proposed Transferee, if, within 15 days after Producer's notice, Gatherer delivers to Producer a counter-notification that it accepts such terms and conditions (subject to the other provisions of this Section 18, where applicable). If Gatherer does not deliver such counter-notification within such 15 day period, such Transfer to the proposed Transferee may, subject to the other provisions of this Agreement, including the restrictions set forth in Section 2.6 and Article 13, proceed without further notice under terms and conditions no more favorable to the Transferee than those set forth in the notice to Gatherer; *provided* that such Transfer shall be concluded within 180 days from the date of the original notice to Gatherer. If such Transfer fails to be concluded within such 180 day period and the parties thereto desire thereafter to proceed with such proposed Transfer or the terms and conditions of such Transfer change to be more favorable to the Transferee than those contained in the applicable notice to Gatherer, in each case, Producer shall be required to re- offer the assets subject to the Transfer to Gatherer in accordance with the terms and conditions of this Section 18.

(c) In the event of a Transfer that is not a Cash Transfer, Producer shall include in its notice to Gatherer a statement of the proposed Cash Value of the Pipelines involved in the Transfer as provided by the proposed Transferee, and Gatherer shall have a right to acquire such Pipelines on the same final terms and conditions as were negotiated with the proposed Transferee except that it shall pay the Cash Value in immediately available funds at the closing of the Transfer in lieu of the consideration payable in the third party offer, and the terms and conditions of the applicable instruments shall be modified as necessary to reflect the acquisition of the applicable Pipelines (and no other properties) for cash.

(d) For purposes of Section 18(c), the Cash Value included by Producer in its notice to Gatherer shall be conclusively deemed correct unless Gatherer gives notice to Producer within 15 days after receipt of Gatherer's notice stating that it does not agree with the statement of the Cash Value, stating the Cash Value it believes is correct, and providing any supporting information that it believes is helpful. In such event, the Parties shall have 15 days from the date Producer receives notice from Gatherer in which to attempt to negotiate in good faith an agreement on the applicable Cash Value; *provided* that, after such 15 day period of good faith negotiation, to the extent that the Cash Value cannot be mutually agreed upon, the provisions of this Section 18 shall not apply to such proposed Transfer so long as the Transfer concludes within such 180 day period from the date of the notice.

Section 1.3 **Ratification**. Except as expressly amended, modified and supplemented hereby, the provisions of the Gathering Agreement are hereby ratified and confirmed in all respects and shall remain in full force and effect. All references to the Gathering Agreement shall hereafter be deemed to refer to the Gathering Agreement as amended, including by this Second Amendment.

Section 1.4 **Integrated Transaction**. Gatherer and Producer intend and agree that the Gathering Agreement and this Second Amendment (including all Exhibits hereto), and the recorded memorandum required hereby constitute and are a single integrated transaction and such documents contain the entire agreement between the Parties with respect to the subject matter of this single, indivisible contract as of the Amendment Effective Time.

Section 1.5 **Governing Law**. This Second Amendment shall be governed and construed in accordance with the laws of the State of Texas, without reference to conflicts of laws principles that might apply the laws of another jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, this Second Amendment has been duly executed and delivered by each of the Parties on the date first above written, but effective for all purposes as of the Amendment Effective Time.

GATHERER:

CATARINA MIDSTREAM LLC

By: /s/ Gerald F. Willinger

Name: Gerald F. Willinger

Title: *Chief Executive Officer*

PRODUCER:

SN CATARINA, LLC

By: /s/ Mohsin Meghji

Name: Mohsin Meghji

Title: Chief Restructuring Officer

[Signature Page to Amendment No. 2 to Firm Gathering and Processing Agreement]

EXHIBIT A

Receipt Points; Delivery Point(s)

Receipt Points (AND CGPs)

<i>Meter Number(s)</i>	<i>Receipt Point</i>		<i>Maximum Receipt Capacity</i>
API	Flange of:		
	Well Name	Pad	
42127337520100	PILONCILLO A 01H	A01	Design capacity limit
42127370580000	PILONCILLO A 01HX	A01	Design capacity limit
42127370590000	PILONCILLO A 01HY	A01	Design capacity limit
42127370600000	PILONCILLO A 01HZ	A01	Design capacity limit
42127337660100	PILONCILLO A 02H	A02	Design capacity limit
42127370550000	PILONCILLO A 02HY	A02	Design capacity limit
42127370560000	PILONCILLO A 02HZ	A02	Design capacity limit
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42479422280000	PILONCILLO D 22HD	D22	Design capacity limit
42479422290000	PILONCILLO D 22HE	D22	Design capacity limit
42479422300000	PILONCILLO D 22HF	D22	Design capacity limit
42479422310000	PILONCILLO D 22HX	D22	Design capacity limit
42479422320000	PILONCILLO D 22HY	D22	Design capacity limit
42479422330000	PILONCILLO D 22HZ	D22	Design capacity limit
42479417830000	PILONCILLO D 23HA	D23	Design capacity limit
42479417840000	PILONCILLO D 23HB	D23	Design capacity limit
42479417850000	PILONCILLO D 23HC	D23	Design capacity limit
42479417860000	PILONCILLO D 23HD	D23	Design capacity limit
42479417870000	PILONCILLO D 23HE	D23	Design capacity limit
42479417880000	PILONCILLO D 23HF	D23	Design capacity limit
42479417780000	PILONCILLO D 24HA	D24	Design capacity limit
42479417790000	PILONCILLO D 24HB	D24	Design capacity limit
42479417930000	PILONCILLO D 24HC	D24	Design capacity limit
42479417800000	PILONCILLO D 24HD	D24	Design capacity limit
42479417810000	PILONCILLO D 24HE	D24	Design capacity limit
42479417820000	PILONCILLO D 24HZ	D24	Design capacity limit
42479423870000	PILONCILLO D 25HA	D25	Design capacity limit
42479423990000	PILONCILLO D 25HB	D25	Design capacity limit
42479423970000	PILONCILLO D 25HC	D25	Design capacity limit
42479423880000	PILONCILLO D 25HD	D25	Design capacity limit
42479423980000	PILONCILLO D 25HE	D25	Design capacity limit
42479423890000	PILONCILLO D 25HF	D25	Design capacity limit
42479422870000	PILONCILLO D 26HA	D26	Design capacity limit
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42479429800000	PILONCILLO D 26HP	D26	Design capacity limit
42479423030000	PILONCILLO D 26HT	D26	Design capacity limit

42479423090000	PILONCILLO D 26HU	D26	Design capacity limit
42479423040000	PILONCILLO D 26HV	D26	Design capacity limit
42479423050000	PILONCILLO D 26HW	D26	Design capacity limit
42479423060000	PILONCILLO D 26HX	D26	Design capacity limit
42479423070000	PILONCILLO D 26HY	D26	Design capacity limit
42479423080000	PILONCILLO D 26HZ	D26	Design capacity limit
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42479415700100	PILONCILLO E 01HB	E01	Design capacity limit
42479412970100	PILONCILLO E 02HA	E02	Design capacity limit
42479435580000	PILONCILLO E 02HB	E02	Design capacity limit
42479435590000	PILONCILLO E 02HC	E02	Design capacity limit
42479435600000	PILONCILLO E 02HD	E02	Design capacity limit
42479435610000	PILONCILLO E 02HE	E02	Design capacity limit
42479412760000	PILONCILLO E 03H	E03	Design capacity limit
42479416030000	PILONCILLO E 03HA	E03	Design capacity limit
42479416040000	PILONCILLO E 03HB	E03	Design capacity limit
42479416050000	PILONCILLO E 03HC	E03	Design capacity limit
42479416060000	PILONCILLO E 03HD	E03	Design capacity limit
42479412700000	PILONCILLO E 04H	E03	Design capacity limit
42479415690000	PILONCILLO E 05HA	E05	Design capacity limit
42479415680000	PILONCILLO E 05HB	E05	Design capacity limit
42479415670000	PILONCILLO E 05HC	E05	Design capacity limit
42479415660000	PILONCILLO E 05HD	E05	Design capacity limit
42479415650000	PILONCILLO E 05HE	E05	Design capacity limit
42479415720000	PILONCILLO E 05HL	E05	Design capacity limit
42479417340000	PILONCILLO E 06HA	E06	Design capacity limit
42479417350000	PILONCILLO E 06HB	E06	Design capacity limit
42479417360000	PILONCILLO E 06HC	E06	Design capacity limit
42479417370000	PILONCILLO E 06HD	E06	Design capacity limit
42479417380000	PILONCILLO E 06HE	E06	Design capacity limit
42479432010000	PILONCILLO E 06HF	E06	Design capacity limit
42479432020000	PILONCILLO E 06HG	E06	Design capacity limit
42479417410000	PILONCILLO E 06HL	E06	Design capacity limit
42479432410100	PILONCILLO E 07HA	E07	Design capacity limit
42479432420000	PILONCILLO E 07HB	E07	Design capacity limit
42479434410000	PILONCILLO E 07HC	E07	Design capacity limit
42479434400000	PILONCILLO E 07HD	E07	Design capacity limit
42479439040000	PILONCILLO E 10HA	E10	Design capacity limit
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42479439060000	PILONCILLO E 10HC	E10	Design capacity limit
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42479439090000	PILONCILLO E 10HZ	E10	Design capacity limit
42479436480000	PILONCILLO E 14HA	E14	Design capacity limit
42479436490000	PILONCILLO E 14HB	E14	Design capacity limit

42479436500000	PILONCILLO E 14HC	E14	Design capacity limit
42479436510000	PILONCILLO E 14HD	E14	Design capacity limit
42479436530000	PILONCILLO E 14HF	E14	Design capacity limit
42479436540000	PILONCILLO E 14HG	E14	Design capacity limit
42479433220000	PILONCILLO E 15HA	E15	Design capacity limit
42479433230000	PILONCILLO E 15HB	E15	Design capacity limit
42479433240000	PILONCILLO E 15HC	E15	Design capacity limit
42479433250000	PILONCILLO E 15HT	E15	Design capacity limit
42479433260000	PILONCILLO E 15HU	E15	Design capacity limit
42479421700000	PILONCILLO E 15HV	E15	Design capacity limit
42479421710000	PILONCILLO E 15HW	E15	Design capacity limit
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42479436610000	PILONCILLO E 20HF	E20	Design capacity limit
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42479434530000	PILONCILLO E 21HB	E21	Design capacity limit
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42479434550000	PILONCILLO E 21HD	E21	Design capacity limit
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42479434440000	PILONCILLO E 22HA	E22	Design capacity limit
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42479434460000	PILONCILLO E 22HC	E22	Design capacity limit
42479434470000	PILONCILLO E 22HD	E22	Design capacity limit
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42479439380000	PILONCILLO E 28HC	E28	Design capacity limit
42479439390000	PILONCILLO E 28HD	E28	Design capacity limit
42479439400000	PILONCILLO E 28HE	E28	Design capacity limit
42127379700000	PILONCILLO E 30HW	E30	Design capacity limit
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42127379720000	PILONCILLO E 30HY	E30	Design capacity limit
42127379730000	PILONCILLO E 30HZ	E30	Design capacity limit
42479440240000	PILONCILLO E 31HA	E31	Design capacity limit
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42479440270000	PILONCILLO E 31HD	E31	Design capacity limit
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42479438540000	PILONCILLO E 31HX	E31	Design capacity limit
42479438550000	PILONCILLO E 31HY	E31	Design capacity limit
42479438560000	PILONCILLO E 31HZ	E31	Design capacity limit

42479437440000	PILONCILLO E 32HA	E32	Design capacity limit
42479437460000	PILONCILLO E 32HC	E32	Design capacity limit
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42479437510000	PILONCILLO E 32HE	E32	Design capacity limit
42479438680000	PILONCILLO E 32HW	E32	Design capacity limit
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42479438700000	PILONCILLO E 32HY	E32	Design capacity limit
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42479434930000	PILONCILLO E 33HA	E33	Design capacity limit
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42479435010000	PILONCILLO E 33HY	E33	Design capacity limit
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42479439740000	PILONCILLO E 34HA	E34	Design capacity limit
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42479439760000	PILONCILLO E 34HC	E34	Design capacity limit
42479439770000	PILONCILLO E 34HD	E34	Design capacity limit
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42479435710000	PILONCILLO E 34HW	E34	Design capacity limit
42479435700000	PILONCILLO E 34HX	E34	Design capacity limit
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42479435770000	PILONCILLO E 34HZ	E34	Design capacity limit
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42479440470000	PILONCILLO E 35HB	E35	Design capacity limit
42479435630000	PILONCILLO E 35HV	E35	Design capacity limit
42479435640000	PILONCILLO E 35HW	E35	Design capacity limit
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42479435670000	PILONCILLO E 35HZ	E35	Design capacity limit
42479440390000	PILONCILLO E 36HA	E36	Design capacity limit
42479440400000	PILONCILLO E 36HB	E36	Design capacity limit
42479440410000	PILONCILLO E 36HC	E36	Design capacity limit
42479435720000	PILONCILLO E 36HW	E36	Design capacity limit
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42479435750000	PILONCILLO E 36HZ	E36	Design capacity limit
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42127374990000	PILONCILLO E 44HC	E44	Design capacity limit
42127375010000	PILONCILLO E 44HX	E44	Design capacity limit
42127339960100	PILONCILLO F 01HA	F01	Design capacity limit
42127365150000	PILONCILLO F 01HD	F01	Design capacity limit
42127365130000	PILONCILLO F 01HZ	F01	Design capacity limit
42479416240000	PILONCILLO F 02HA	F02	Design capacity limit
42479416250000	PILONCILLO F 02HB	F02	Design capacity limit
42479416260000	PILONCILLO F 02HC	F02	Design capacity limit
42479416270000	PILONCILLO F 02HD	F02	Design capacity limit

42479416280000	PILONCILLO F 02HL	F02	Design capacity limit
42479414480000	PILONCILLO F 03HA	F03	Design capacity limit
42479414510100	PILONCILLO F 03HB	F03	Design capacity limit
42479415760000	PILONCILLO F 03HC	F03	Design capacity limit
42479414490000	PILONCILLO F 03HL	F03	Design capacity limit
42479414500000	PILONCILLO F 03HZ	F03	Design capacity limit
42479434730000	PILONCILLO F 05HA	F05	Design capacity limit
42479434740000	PILONCILLO F 05HB	F05	Design capacity limit
42479434750000	PILONCILLO F 05HY	F05	Design capacity limit
42479434760000	PILONCILLO F 05HZ	F05	Design capacity limit
		PILONCILLO	
42479433860000	PILONCILLO SWD D1D	SWD D1D	Design capacity limit

Eastern Catarina Receipt Points

For purposes of this section of Exhibit A, Receipt Points are the flanges closest to the point where flow from a given line commingles with flow from another pipeline or header. Such flanges are described below. For clarity, these Receipt Points are downstream of the related isolation valve, if present.

<i>Receipt Point</i>	<i>Latitude/ Longitude</i>
Flange of:	
F5/300 to manifold D	Latitude 28.183265, Longitude -99.618337
F5/100 to manifold D	Latitude 28.183265, Longitude -99.618337
E3/E4/100 to manifold D	Latitude 28.183265, Longitude -99.618337
E1/400 to D1-400	Latitude 28.172093, Longitude -99.604984
C1/C4-400 to Transfer 200/300 lines near North Appraisal	Latitude 28.259518, Longitude -99.616122
B1/100 to manifold A	Latitude 28.266375, Longitude -99.617618
B1/300 to manifold A	Latitude 28.266375, Longitude -99.617618

Delivery Points

<i>Meter Number(s)</i>	<i>Delivery Point</i>	<i>Maximum Delivery Capacity</i>
	Inlet of:	
0969045-10	SOUTH-CPF-D1	Design capacity limit
0984505-10	SHELL TO DOS HERMANAS IC	Design capacity limit
0984505-20	SHELL TO DOS HERMANAS	Design capacity limit
EF1-11721	SWEPI NORTH #1	Design capacity limit
EF1-11722	SWEPI MIDDLE #2	Design capacity limit
EF1-11723	SWEPI SOUTH #3	Design capacity limit
1-8028	Shell A Inlet to LX 16"	Design capacity limit
1-8029	Shell B Inlet to LX 16"	Design capacity limit
1-8039	South Appraisal to T2	Design capacity limit
4043651	Carnero A	Design capacity limit
4043652	Carnero D - Harrison	Design capacity limit
Shell 1A	SW Segue A	Design capacity limit
Shell 1D	SW Segue D	Design capacity limit
SWD	CPF-D	Design capacity limit

EXHIBIT B

Fees

Gathering and Processing Fee (based on the aggregate quantity of Producer's Products, stated in Unit of Volume delivered to Gatherer at all Receipt Points):

[\$***] per Mcf for Gas, as may be adjusted in accordance with Section 5.4.

[\$***] per Barrel for Oil and Producer's Condensate, as may be adjusted in accordance with Section 5.4.

[\$***] per Barrel for water.

EXHIBIT C

Part 1 – Dedicated Acreage

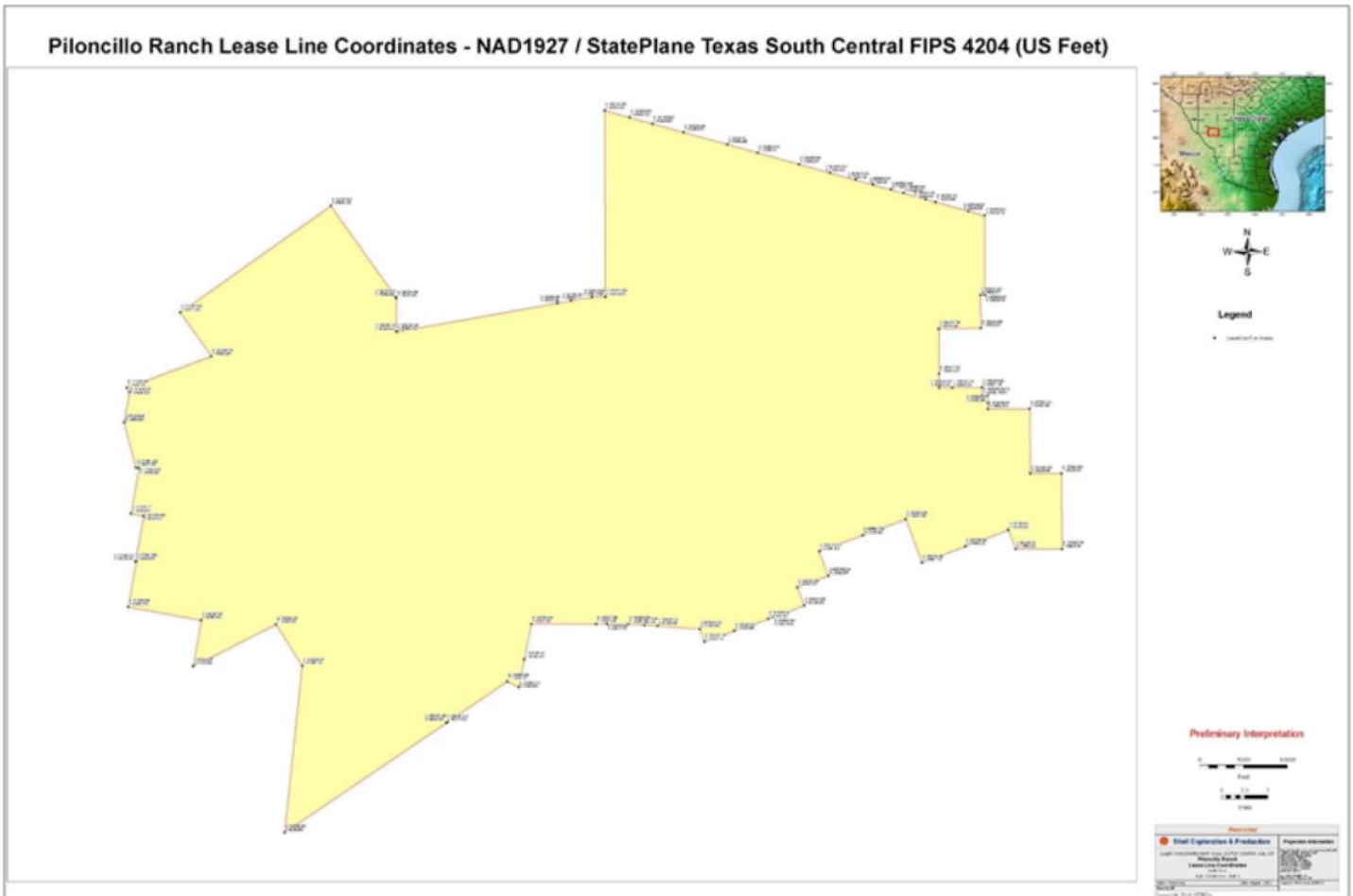


Exhibit C

EXHIBIT C

Part 2 – Dedicated Deeds

Mineral Deed from Dan J. Harrison, III, as Grantor, to P Ranch Working Interest, LLC, as Grantee, dated May 12, 2010, covering 42,262.28 acres of land, more or less, situated in Dimmit, Webb and La Salle Counties, Texas, a Memorandum of which is recorded in Volume 386, Page 797 of the Deed Records of Dimmit County, Texas, in Volume 2946, Page 165 of the Deed Records of Webb County, Texas, and in Volume 505, Page 435 of the Deed Records of La Salle County, Texas, as amended, restated, supplemented, assigned or otherwise modified from time to time.

Mineral Deed from BFH Mining, Ltd., as Grantor, to P Ranch Working Interest, LLC, as Grantee, dated May 12, 2010, covering 42,262.28 acres of land, more or less, situated in Dimmit, Webb and La Salle Counties, Texas, a Memorandum of which is recorded in Volume 386, Page 526 of the Deed Records of Dimmit County, Texas, in Volume 2943, Page 303 of the Deed Records of Webb County, Texas, and in Volume 505, Page 170 of the Deed Records of La Salle County, Texas, as amended, restated, supplemented, assigned or otherwise modified from time to time.

Exhibit C

EXHIBIT C

Part 3 – Dedicated Leases

Oil and Gas Lease by and between Harrison Interests, Ltd. and P Ranch Working Interest, LLC dated May 12, 2010, a memorandum of which is recorded in Volume 386, Page 510 of the Official Records of Dimmit County, Texas, in Volume 2943, Page 294 of the Official Records of Webb County, Texas, and in Volume 505, Page 161 of the Deed Records of La Salle County, Texas, as amended, restated, supplemented, assigned or otherwise modified from time to time.

Oil, Gas and Mineral Lease by and between the Risken Family Trust, Susan L. Westergren, Trustee, and SWEPI LP dated March 20, 2013, Texas, recorded in Volume 466, Page 396, Official Records of Dimmit County, Texas, as amended, restated, supplemented, assigned or otherwise modified from time to time.

Exhibit C

EXHIBIT D
Gathering System
[Attached]

Exhibit D

South Appraisal

Facility	Type	Asset
P-Ranch SA	Vessel	Flash Separator
P-Ranch SA	Vessel	Fuel Liquids Knockout
P-Ranch SA	Vessel	Fuel Filter Separator
P-Ranch SA	Tank	Flash Gas Compressor Sump
P-Ranch SA	Pump	FG Compressor Sump Pump
P-Ranch SA	Vessel	Fuel Filter Separator
P-Ranch SA	Tank	Water Tank
P-Ranch SA	Tank	Water Tank
P-Ranch SA	Tank	Condensate Tank
P-Ranch SA	Tank	Condensate Tank
P-Ranch SA	Power	Gas Power Unit #1
P-Ranch SA	Pump Diaphragm	Recycle Pump
P-Ranch SA	Pump Centrifugal End Suction	Charge Pump (Griswold 811-1.5x1-8AA)
P-Ranch SA	Pump Centrifugal Plunger	Transfer Pump (Triplex 59T-3)
P-Ranch SA	Pump Centrifugal End Suction	Charge Pump (Griswold 811-3x2-10A60)
P-Ranch SA	Pump Centrifugal Plunger	Transfer Pump (Triplex)
P-Ranch SA	Vessel	Fuel Pot
P-Ranch SA	Pump Diaphragm	LP Flare Scrubber Pump
P-Ranch SA	Vessel	LP Flare Scrubber
P-Ranch SA	Combustor	LP Combustor Skid (Abutec)
P-Ranch SA	Vessel	Line Heater
P-Ranch SA	Vessel	Fuel Pot
P-Ranch SA	Vessel	H.P. Separator
P-Ranch SA	Vessel	Inlet Separator
P-Ranch SA	Vessel	Flash Separator
P-Ranch SA	Compressor	L.P Compressor #1 (Ariel 3 Stage)
P-Ranch SA	Compressor	L.P Compressor #2 (Ariel 3 Stage)
P-Ranch SA	Compressor	L.P Compressor #3 (Ariel 3 Stage)
P-Ranch SA	Compressor	L.P Compressor #4 (Ariel 3 Stage)
P-Ranch SA	Vessel	Filter Separator
P-Ranch SA	Vessel	Glycol Contactor
P-Ranch SA	Exchanger Tube Shell	Gas Glycol Exchanger
P-Ranch SA	Tank	Glycol Storage Tank
P-Ranch SA	Pump Diaphragm	Glycol Refill Pump
P-Ranch SA	Skid	Glycol Regen Skid
P-Ranch SA	Vessel	Fuel Gas Scrubber
P-Ranch SA	Exchanger Tube Shell	Glycol to Glycol Heat Exchanger
P-Ranch SA	Vessel	Reboiler
P-Ranch SA	Pump Kimray 45015PV	Glycol Pump
P-Ranch SA	Pump Kimray 45015PV	Glycol Pump
P-Ranch SA	Vessel	Sock Filter
P-Ranch SA	Vessel	Sock Filter
P-Ranch SA	Vessel	Charcoal Filter
P-Ranch SA	Vessel	Flash Gas Separator
P-Ranch SA	Skid	Btex Eliminator System

South Appraisal

P-Ranch SA	Vessel	Liquid Blowcase
P-Ranch SA	Vessel	HP Flare Knock Out
P-Ranch SA	Pump Diaphragm	HP Flare Knock Out Pump
P-Ranch SA	Flare	Air Assisted HP Flare Unit w/ Motor
P-Ranch SA	Tank	Condensate Tank
P-Ranch SA	Tank	Condensate Tank
P-Ranch SA	Tank	Condensate Tank
P-Ranch SA	Tank	Condensate Tank
P-Ranch SA	Compressor	Vapor Recovery Compressor #1
P-Ranch SA	Compressor	Vapor Recovery Compressor #2

North Appraisal

Facility	Type	Asset
P-Ranch NA	Vessel	Line Heater
P-Ranch NA	Vessel	Fuel Pot
P-Ranch NA	Vessel	Inlet Separator
P-Ranch NA	Compressor	Booster Compressor #1 (Ariel 2 Stage)
P-Ranch NA	Compressor	Booster Compressor #2 (Ariel 2 Stage)
P-Ranch NA	Tank	Sump #1
P-Ranch NA	Pump Diaphragm	Sump Pump #1
P-Ranch NA	Vessel	Flash Separator
P-Ranch NA	Vessel	Filter Separator
P-Ranch NA	Vessel	Glycol Contactor
P-Ranch NA	Exchanger Tube Shell	Gas Glycol Exchanger
P-Ranch NA	Skid	Btex Eliminator System
P-Ranch NA	Vessel	Liquid Blowcase
P-Ranch NA	Vessel	Fuel Gas Filter
P-Ranch NA	Tank	Booster Sump
P-Ranch NA	Pump Diaphragm	Booster Sump Pump #1
P-Ranch NA	Vessel	HP Flare Knock Out
P-Ranch NA	Pump Centrifugal Can	HP Flare Knock Out Pump
P-Ranch NA	Flare	Air Assisted HP Flare Unit w/ Motor (Flare King)
P-Ranch NA	Tank	Water Tank
P-Ranch NA	Tank	Condensate Tank
P-Ranch NA	Vessel	LP Vent Knock Out
P-Ranch NA	Pump Diaphragm	LP Vent Knock Out Pump
P-Ranch NA	Combustor	LP Combustor Skid

Facility	Type	Asset
P-Ranch CPF-A	Vessel	H.P. Separator
P-Ranch CPF-A	Vessel	Line Heater
P-Ranch CPF-A	Vessel	Fuel Pot
P-Ranch CPF-A	Vessel	Line Heater
P-Ranch CPF-A	Vessel	Fuel Pot
P-Ranch CPF-A	Vessel	L.P Separator
P-Ranch CPF-A	Vessel	Flash Separator
P-Ranch CPF-A	Vessel	Temp Flash Separator
P-Ranch CPF-A	Compressor	L.P Compressor #1 (Ariel 2 Stage)
P-Ranch CPF-A	Compressor	L.P Compressor #2 (Ariel 2 Stage)
P-Ranch CPF-A	Compressor	L.P Compressor #3 (Ariel 2 Stage)
P-Ranch CPF-A	Compressor	H.P Compressor #1 (Ariel 1 Stage)
P-Ranch CPF-A	Compressor	H.P Compressor #2 (Ariel 1 Stage)
P-Ranch CPF-A	Vessel	Coalescer Filter Separator
P-Ranch CPF-A	Vessel	Glycol Contactor
P-Ranch CPF-A	Exchanger Tube Shell	Gas Glycol Exchanger
P-Ranch CPF-A	Tank	Glycol Storage Tank
P-Ranch CPF-A	Pump Diaphragm	Glycol Refill Pump
P-Ranch CPF-A	Stabilizer	Condensate Stabilizer "A"
P-Ranch CPF-A	Exchanger Air	Condensate Cooler #1
P-Ranch CPF-A	Stabilizer	Condensate Stabilizer "B"
P-Ranch CPF-A	Exchanger Air	Condensate Cooler #2
P-Ranch CPF-A	Stabilizer	Condensate Stabilizer "C"
P-Ranch CPF-A	Exchanger Air	Condensate Cooler #3
P-Ranch CPF-A	Stabilizer	Condensate Stabilizer "D"
P-Ranch CPF-A	Compressor	Vapor Recovery Compressor
P-Ranch CPF-A	Vessel	Blowdown Separator
P-Ranch CPF-A	Pump Centrifugal Can	Blowdown Separator Pump
P-Ranch CPF-A	Vessel	HP Flare Knock Out
P-Ranch CPF-A	Pump Centrifugal Can	HP Flare Knock Out Pump
P-Ranch CPF-A	Pump Centrifugal Can	HP Flare Knock Out Pump
P-Ranch CPF-A	Flare	Air Assisted HP Flare Unit w/ Motor
P-Ranch CPF-A	Flare	HP Flare Control Skid
P-Ranch CPF-A	Vessel	LP Vent Knock Out
P-Ranch CPF-A	Pump Diaphragm	LP Vent Knock Out Pump
P-Ranch CPF-A	Combustor	LP Combustor Skid
P-Ranch CPF-A	Flare	Air Assisted LP Flare Unit (Flare King)
P-Ranch CPF-A	Skid	Fuel Gas Skid
P-Ranch CPF-A	Vessel	Fuel Gas Scrubber
P-Ranch CPF-A	Vessel	Fuel Gas Filter
P-Ranch CPF-A	Vessel	Filter Separator
P-Ranch CPF-A	Pump Chemical Piston	Filter Separator Methanol Pump
P-Ranch CPF-A	Pump Chemical Piston	Filter Separator Methanol Pump
P-Ranch CPF-A	Vessel	Cold Separator
P-Ranch CPF-A	Exchanger	Triple Pipe Exchanger

CPF-A

P-Ranch CPF-A	Exchanger	Triple Pipe Exchanger
P-Ranch CPF-A	Skid	Glycol Regen Skid
P-Ranch CPF-A	Vessel	Fuel Gas Scrubber
P-Ranch CPF-A	Exchanger Tube Shell	Glycol to Glycol Heat Exchanger
P-Ranch CPF-A	Vessel	Reboiler
P-Ranch CPF-A	Pump Kimray 45015PV	Glycol Pump
P-Ranch CPF-A	Pump Kimray 45015PV	Glycol Pump
P-Ranch CPF-A	Vessel	Sock Filter
P-Ranch CPF-A	Vessel	Sock Filter
P-Ranch CPF-A	Vessel	Charcoal Filter
P-Ranch CPF-A	Vessel	Flash Gas Separator
P-Ranch CPF-A	Skid	Btex Eliminator System
P-Ranch CPF-A	Vessel	Liquid Blowcase
P-Ranch CPF-A	Exchanger	Glycol Vapor Condenser
P-Ranch CPF-A	Power	Gas Power Unit #1
P-Ranch CPF-A	Power	Gas Power Unit #2
P-Ranch CPF-A	Power	Gas Power Unit #3
P-Ranch CPF-A	Tank	Lube Oil (40wt)
P-Ranch CPF-A	Tank	Lube Oil (50wt)
P-Ranch CPF-A	Tank	Lube Oil (Coolant)
P-Ranch CPF-A	Pump Diaphragm	Lube Oil Pump (40wt)
P-Ranch CPF-A	Pump Diaphragm	Lube Oil Pump (50wt)
P-Ranch CPF-A	Pump Diaphragm	Coolant Pump
P-Ranch CPF-A	Tank	Sump #1
P-Ranch CPF-A	Pump Diaphragm	Sump Pump #1
P-Ranch CPF-A	Tank	Sump #2
P-Ranch CPF-A	Pump Diaphragm	Sump Pump #2
P-Ranch CPF-A	Tank	Sump #3
P-Ranch CPF-A	Pump Diaphragm	Sump Pump #3
P-Ranch CPF-A	Tank	Sump #4
P-Ranch CPF-A	Pump Diaphragm	Sump Pump #4
P-Ranch CPF-A	Tank	Sump #5
P-Ranch CPF-A	Pump Diaphragm	Sump Pump #5
P-Ranch CPF-A	Tank	Sump #6
P-Ranch CPF-A	Pump Diaphragm	Sump Pump #6
P-Ranch CPF-A	Compressor	IA Skid
P-Ranch CPF-A	Pump Diaphragm	Recycle Pump
P-Ranch CPF-A	Tank	Condensate Tank (Master)
P-Ranch CPF-A	Tank	Condensate Tank (Slave)
P-Ranch CPF-A	Tank	Condensate Tank (Master)
P-Ranch CPF-A	Tank	Condensate Tank (Slave)
P-Ranch CPF-A	Tank	Condensate Tank (Master)
P-Ranch CPF-A	Tank	Condensate Tank (Slave)
P-Ranch CPF-A	Tank	Condensate Tank (Master)
P-Ranch CPF-A	Tank	Condensate Tank (Slave)
P-Ranch CPF-A	Tank	Condensate Tank (Master)

CPF-A

P-Ranch CPF-A	Tank	Condensate Tank (Slave)
P-Ranch CPF-A	Tank	Condensate Tank (Master)
P-Ranch CPF-A	Tank	Condensate Tank (Slave)
P-Ranch CPF-A	Tank	Bad Condensate Tank (Master)
P-Ranch CPF-A	Tank	Bad Condensate Tank (Slave)
P-Ranch CPF-A	Pump Centrifugal Can	Bad Condensate Pump
P-Ranch CPF-A	Pump Centrifugal Can	Bad Condensate Pump
P-Ranch CPF-A	Skid	LACT Skid
P-Ranch CPF-A	Pump Diaphragm	LACT Pump
P-Ranch CPF-A	Pump Plunger	Pipeline Pumps
P-Ranch CPF-A	Pump Plunger	Pipeline Pumps
P-Ranch CPF-A	Pump Plunger	Pipeline Pumps
P-Ranch CPF-A	Tank	Gun Barrel #1
P-Ranch CPF-A	Tank	Overflow Tank #1
P-Ranch CPF-A	Tank	Gun Barrel #2
P-Ranch CPF-A	Tank	Overflow Tank #2
P-Ranch CPF-A	Tank	Water Tank (Master)
P-Ranch CPF-A	Tank	Water Tank (Slave)
P-Ranch CPF-A	Tank	Water Tank (Master)
P-Ranch CPF-A	Tank	Water Tank (Slave)
P-Ranch CPF-A	Tank	Water Tank (Master)
P-Ranch CPF-A	Tank	Water Tank (Slave)
P-Ranch CPF-A	Tank	Water Tank (Master)
P-Ranch CPF-A	Tank	Water Tank (Slave)
P-Ranch CPF-A	Tank	Water Tank (Master)
P-Ranch CPF-A	Tank	Water Tank (Slave)
P-Ranch CPF-A	Tank	Water Tank (Master)
P-Ranch CPF-A	Tank	Water Tank (Slave)
P-Ranch CPF-A	Tank	Water Tank (Master)
P-Ranch CPF-A	Tank	Water Tank (Slave)
P-Ranch CPF-A	Tank	Water Tank (Master)
P-Ranch CPF-A	Tank	Water Tank (Slave)
P-Ranch CPF-A	Pump Centrifugal End Suction	SWD Transfer Pump #1
P-Ranch CPF-A	Pump Centrifugal End Suction	SWD Transfer Pump #2
P-Ranch CPF-A	Vessel	NGL Storage
P-Ranch CPF-A	Vessel	NGL Storage Vent Blowcase
P-Ranch CPF-A	Vessel	NGL Storage
P-Ranch CPF-A	Vessel	NGL Storage Vent Blowcase
P-Ranch CPF-A	Compressor	Flash Compressor (Ariel 2 Stage)
P-Ranch CPF-A	Compressor	Booster Compressor (Ariel 1 Stage)

CPF D

Facility	Type	Asset
P-Ranch CPF-D	Vessel	H.P. Separator
P-Ranch CPF-D	Vessel	H.P. Separator
P-Ranch CPF-D	Vessel	Line Heater
P-Ranch CPF-D	Vessel	Fuel Pot
P-Ranch CPF-D	Vessel	Line Heater
P-Ranch CPF-D	Vessel	Fuel Pot
P-Ranch CPF-D	Vessel	L.P Separator
P-Ranch CPF-D	Vessel	Flash Separator
P-Ranch CPF-D	Compressor	L.P Compressor #1 (Ariel 2 Stage)
P-Ranch CPF-D	Compressor	L.P Compressor #2 (Ariel 2 Stage)
P-Ranch CPF-D	Compressor	L.P Compressor #3 (Ariel 2 Stage)
P-Ranch CPF-D	Compressor	H.P Compressor #1 (Ariel 1 Stage)
P-Ranch CPF-D	Compressor	H.P Compressor #2 (Ariel 1 Stage)
P-Ranch CPF-D	Vessel	Coalescer Filter Separator
P-Ranch CPF-D	Vessel	Glycol Contactor
P-Ranch CPF-D	Exchanger Tube Shell	Gas Glycol Exchanger
P-Ranch CPF-D	Tank	Glycol Storage Tank
P-Ranch CPF-D	Pump Diaphragm	Glycol Refill Pump
P-Ranch CPF-D	Stabilizer	Condensate Stabilizer "A"
P-Ranch CPF-D	Exchanger Air	Condensate Cooler #1
P-Ranch CPF-D	Stabilizer	Condensate Stabilizer "B"
P-Ranch CPF-D	Exchanger Air	Condensate Cooler #2
P-Ranch CPF-D	Stabilizer	Condensate Stabilizer "C"
P-Ranch CPF-D	Exchanger Air	Condensate Cooler #3
P-Ranch CPF-D	Stabilizer	Condensate Stabilizer "D"
P-Ranch CPF-D	Compressor	Vapor Recovery Compressor
P-Ranch CPF-D	Compressor	Vapor Recovery Compressor
P-Ranch CPF-D	Vessel	Blowdown Separator
P-Ranch CPF-D	Pump Centrifugal Can	Blowdown Separator Pump
P-Ranch CPF-D	Vessel	HP Flare Knock Out
P-Ranch CPF-D	Pump Centrifugal Can	HP Flare Knock Out Pump
P-Ranch CPF-D	Pump Centrifugal Can	HP Flare Knock Out Pump
P-Ranch CPF-D	Flare	Air Assisted HP Flare Unit w/ Motor
P-Ranch CPF-D	Flare	HP Flare Control Skid
P-Ranch CPF-D	Vessel	LP Vent Knock Out
P-Ranch CPF-D	Pump Diaphragm	LP Vent Knock Out Pump
P-Ranch CPF-D	Combustor	LP Combustor Skid
P-Ranch CPF-D	Flare	Air Assisted LP Flare Unit
P-Ranch CPF-D	Skid	Fuel Gas Skid
P-Ranch CPF-D	Vessel	Fuel Gas Scrubber
P-Ranch CPF-D	Vessel	Fuel Gas Filter
P-Ranch CPF-D	Vessel	Filter Separator
P-Ranch CPF-D	Pump Chemical Piston	Filter Separator Methanol Pump
P-Ranch CPF-D	Pump Chemical Piston	Filter Separator Methanol Pump
P-Ranch CPF-D	Vessel	Cold Separator

CPF D

P-Ranch CPF-D	Exchanger	Triple Pipe Exchanger
P-Ranch CPF-D	Exchanger	Triple Pipe Exchanger
P-Ranch CPF-D	Skid	Glycol Regen Skid
P-Ranch CPF-D	Vessel	Fuel Gas Scrubber
P-Ranch CPF-D	Exchanger Tube Shell	Glycol to Glycol Heat Exchanger
P-Ranch CPF-D	Vessel	Reboiler
P-Ranch CPF-D	Pump Plunger	Glycol Pump Kimray 45015PV
P-Ranch CPF-D	Pump Plunger	Glycol Pump Kimray 45015PV
P-Ranch CPF-D	Vessel	Sock Filter
P-Ranch CPF-D	Vessel	Sock Filter
P-Ranch CPF-D	Vessel	Charcoal Filter
P-Ranch CPF-D	Vessel	Flash Gas Separator
P-Ranch CPF-D	Skid	Btex Eliminator System
P-Ranch CPF-D	Vessel	Liquid Blowcase
P-Ranch CPF-D	Exchanger	Glycol Vapor Condenser
P-Ranch CPF-D	Power	Gas Power Unit #1
P-Ranch CPF-D	Power	Gas Power Unit #2
P-Ranch CPF-D	Power	Gas Power Unit #3
P-Ranch CPF-D	Tank	Lube Oil (40wt)
P-Ranch CPF-D	Tank	Lube Oil (50wt)
P-Ranch CPF-D	Tank	Lube Oil (Coolant)
P-Ranch CPF-D	Pump Diaphragm	Lube Oil Pump (40wt)
P-Ranch CPF-D	Pump Diaphragm	Lube Oil Pump (50wt)
P-Ranch CPF-D	Pump Diaphragm	Coolant Pump
P-Ranch CPF-D	Tank	Sump #1
P-Ranch CPF-D	Pump Diaphragm	Sump Pump #1
P-Ranch CPF-D	Tank	Sump #2
P-Ranch CPF-D	Pump Diaphragm	Sump Pump #2
P-Ranch CPF-D	Tank	Sump #3
P-Ranch CPF-D	Pump Diaphragm	Sump Pump #3
P-Ranch CPF-D	Tank	Sump #4
P-Ranch CPF-D	Pump Diaphragm	Sump Pump #4
P-Ranch CPF-D	Tank	Sump #5
P-Ranch CPF-D	Pump Diaphragm	Sump Pump #5
P-Ranch CPF-D	Tank	Sump #6
P-Ranch CPF-D	Pump Diaphragm	Sump Pump #6
P-Ranch CPF-D	Compressor	IA Skid
P-Ranch CPF-D	Pump Diaphragm	Recycle Pump
P-Ranch CPF-D	Tank	Condensate Tank (Master)
P-Ranch CPF-D	Tank	Condensate Tank (Slave)
P-Ranch CPF-D	Tank	Condensate Tank (Master)
P-Ranch CPF-D	Tank	Condensate Tank (Slave)
P-Ranch CPF-D	Tank	Condensate Tank (Master)
P-Ranch CPF-D	Tank	Condensate Tank (Slave)
P-Ranch CPF-D	Tank	Condensate Tank (Master)
P-Ranch CPF-D	Tank	Condensate Tank (Slave)

CPF D

P-Ranch CPF-D	Tank	Condensate Tank (Master)
P-Ranch CPF-D	Tank	Condensate Tank (Slave)
P-Ranch CPF-D	Tank	Condensate Tank (Master)
P-Ranch CPF-D	Tank	Condensate Tank (Slave)
P-Ranch CPF-D	Tank	Bad Condensate Tank (Master)
P-Ranch CPF-D	Tank	Bad Condensate Tank (Slave)
P-Ranch CPF-D	Pump Centrifugal Can	Bad Condensate Pump
P-Ranch CPF-D	Pump Centrifugal Can	Bad Condensate Pump
P-Ranch CPF-D	Skid	LACT Skid
P-Ranch CPF-D	Pump Centrifugal End Suction	LACT Pump
P-Ranch CPF-D	Pump Plunger	Pipeline Pumps
P-Ranch CPF-D	Pump Plunger	Pipeline Pumps
P-Ranch CPF-D	Pump Plunger	Pipeline Pumps
P-Ranch CPF-D	Tank	Gun Barrel #1
P-Ranch CPF-D	Tank	Overflow Tank #1
P-Ranch CPF-D	Tank	Gun Barrel #2
P-Ranch CPF-D	Tank	Overflow Tank #2
P-Ranch CPF-D	Tank	Water Tank (Master)
P-Ranch CPF-D	Tank	Water Tank (Slave)
P-Ranch CPF-D	Tank	Water Tank (Master)
P-Ranch CPF-D	Tank	Water Tank (Slave)
P-Ranch CPF-D	Tank	Water Tank (Master)
P-Ranch CPF-D	Tank	Water Tank (Slave)
P-Ranch CPF-D	Tank	Water Tank (Master)
P-Ranch CPF-D	Tank	Water Tank (Slave)
P-Ranch CPF-D	Tank	Water Tank (Master)
P-Ranch CPF-D	Tank	Water Tank (Slave)
P-Ranch CPF-D	Tank	Water Tank (Master)
P-Ranch CPF-D	Tank	Water Tank (Slave)
P-Ranch CPF-D	Tank	Water Tank (Master)
P-Ranch CPF-D	Tank	Water Tank (Slave)
P-Ranch CPF-D	Pump Plunger	SWD Pump #1 W165H Triplex
P-Ranch CPF-D	Pump Plunger	SWD Pump #2 W165H Triplex
P-Ranch CPF-D	Pump Plunger	SWD Pump #3 W165H Triplex
P-Ranch CPF-D	Pump Plunger	SWD Pump #4 W165H Triplex
P-Ranch CPF-D	Pump Plunger	SWD Pump #5 W165H Triplex
P-Ranch CPF-D	Pump Plunger	SWD Pump #6 W165H Triplex
P-Ranch CPF-D	Pump Plunger	SWD Pump #7 W165H Triplex
P-Ranch CPF-D	Pump Plunger	SWD Pump #8 W165H Triplex
P-Ranch CPF-D	Vessel	NGL Storage
P-Ranch CPF-D	Vessel	NGL Storage Vent Blowcase
P-Ranch CPF-D	Vessel	NGL Storage
P-Ranch CPF-D	Vessel	NGL Storage Vent Blowcase
P-Ranch CPF-D	Compressor	Flash Compressor
P-Ranch CPF-D	Compressor	Booster Compressor



EXHIBIT E

AMENDED AND RESTATED MEMORANDUM OF FIRM GATHERING AND PROCESSING AGREEMENT

THE STATE OF TEXAS §
 §
COUNTIES OF DIMMIT, §
WEBB AND LA SALLE §

THIS AMENDED AND RESTATED MEMORANDUM OF FIRM GATHERING AND PROCESSING AGREEMENT (this “Memorandum”) is made and entered into effective as of [____], 2020 (the “Amendment Date”)¹, by and between SN Catarina, LLC, a Delaware limited liability company (“Producer”), and Catarina Midstream, LLC, a Delaware limited liability company (“Gatherer”). Producer and Gatherer may be referred to in this Memorandum individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties have executed that (i) certain Firm Gathering and Processing Agreement dated effective as of October 14, 2015 (the “Original Gathering Agreement”), (ii) that certain Amendment No. 1 to Firm Gathering and Processing Agreement, dated as of June 30, 2017 with a deemed effective time of 12:01 a.m. on April 1, 2017 (the “First Amendment”), and (iii) that certain Amendment No. 2 to Firm Gathering and Processing Agreement, executed on [____], 2020² but deemed effective as of the Amendment Date (the “Second Amendment”, and together with the Original Gathering Agreement and the First Amendment, the “Gathering Agreement”);

WHEREAS, the Parties previously executed and recorded in the Counties of Dimmit, Webb and La Salle in the State of Texas that certain Memorandum of Firm Gas Gathering and Processing Agreement, dated as of [____], 2015, in connection with the execution of the Original Gathering Agreement (the “Original Memorandum”); and

WHEREAS, in accordance with the Second Amendment, the Parties desire to amend and restate the Original Memorandum for the purpose of imparting notice to all persons of Producer’s dedication and commitment of its interests in oil and gas leases, wells and/or oil and gas interests within the Dedicated Acreage (including the Dedicated Instruments) and Producer’s production from or attributable to such interests to the Gathering Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. The Gathering Agreement is incorporated by reference in its entirety in this Memorandum. All capitalized terms used but not defined in this Memorandum and defined in the

¹ NTD: Insert the actual “Closing Date” here.
² NTD: Insert the actual “Approval Date” here.

Gathering Agreement shall have the meaning ascribed to them in the Gathering Agreement. As used in this Memorandum, the following capitalized terms shall have the meanings set forth below:

“Dedicated Acreage” means Producer’s acreage as described on Exhibit A - Part 1, attached hereto and made a part hereof, including, for the avoidance of doubt, the Dedicated Instruments.

“Dedicated Instruments” means the Dedicated Deeds and the Dedicated Leases.

“Dedicated Deeds” means Producer’s mineral deeds, including those mineral deeds set forth on Exhibit A - Part 2 attached hereto and made a part hereof, to the extent that such mineral deeds cover the Dedicated Acreage.

“Dedicated Leases” means Producer’s mineral leases located within the area described on Exhibit A – Part 1, now existing or hereafter acquired, as such mineral leases may be in effect during the Term, including those mineral leases set forth on Exhibit A - Part 3 attached hereto and made a part hereof.

“Dedicated Products” means, subject to Section 3.1 of the Gathering Agreement, Producer’s Products that are produced from any well(s) located on the Dedicated Acreage.

“Producer’s Products” or “Products” means all Oil, Gas and other hydrocarbons that are: (i) owned or Controlled by Producer or its Affiliates and produced and saved from the Dedicated Acreage in accordance with the terms of the Gathering Agreement or (ii) owned or Controlled by Producer or its Affiliates and produced and saved from outside the Dedicated Acreage and delivered at the Receipt Points in accordance with the terms of the Gathering Agreement.

2. The Parties have entered into the Gathering Agreement to provide for, among other things, (a) the commitment and dedication by Producer of (1) the Dedicated Acreage (including the Dedicated Instruments), (2) all of the Dedicated Products and water owned by Producer and (3) all of the third party Gas, Oil and water under the Control of Producer, in each case with respect to clauses (2) and (3) produced during the Term from the Dedicated Acreage; and (b) the grant by Producer to Gatherer or its designee, pursuant and subject to the terms and conditions of the Dedicated Leases, and otherwise insofar as Producer has the legal right to do so without the incurrance of additional expense, the non-exclusive right of ingress and egress over, across and under all lands and leaseholds or premises of Producer, for the construction, maintenance and operation of pipelines and other facilities necessary or convenient for the gathering, compression, separation, processing and redelivery of Producer Products under the Gathering Agreement. Upon the termination of the Gathering Agreement, Producer and Gatherer shall file of record a release and termination of the Gathering Agreement and this Memorandum as to the commitment and dedication described herein.

3. The Gathering Agreement, including the dedication and commitment covenant made by Producer under the Gathering Agreement, runs with the land and will be binding upon and inure to the benefit of the successors and assigns of the Parties, subject to the terms of the Gathering Agreement. Any transfer by Producer of any of Producer’s interests in the Dedicated Acreage shall comply with Article 13 of the Gathering Agreement, which, among other matters, requires that, except in certain circumstances, the transfer be expressly subject to the Gathering

Agreement. Article 13 of the Gathering Agreement requires that, among other matters and except in certain circumstances, neither Party may assign or otherwise convey all or any portion of its right, title, or interest under the Gathering Agreement without obtaining the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned, or delayed, and any attempts to assign without such consent will be void.

4. Should any person or firm desire additional information, said person or firm should contact:

Gatherer:
Catarina Midstream, LLC
c/o Sanchez Midstream Partners LP
1360 Post Oak Blvd, Suite 2400
Houston, TX 77056
Attn: Chief Financial Officer
Email: cward@sanchezmidstream.com

Producer:
SN Catarina, LLC
c/o Sanchez Energy Corporation
1000 Main, Suite 3000
Houston, Texas 77002
Attn: General Counsel
Fax: (713) 756-2784
Email: gkopel@sanchezog.com

and, subject to an appropriate confidentiality agreement, any person may receive a copy of the Gathering Agreement upon written request to such person at such address.

5. The Gathering Agreement became effective on October 14, 2015 and will remain in full force and effect until the 15th anniversary thereof (the "Primary Term"). Upon the expiration of the Primary Term, the Gathering Agreement will renew automatically for up to four (4) additional terms of twelve (12) months each, unless the Gathering Agreement is terminated by Producer upon at least one hundred eighty (180) Days' written notice to Gatherer prior to the end of the Primary Term or any subsequent anniversary thereof. Upon termination of the Gathering Agreement, Producer and Gatherer shall file of record a release and termination of the Gathering Agreement and this Memorandum as to the commitment and dedication described herein.

6. This Memorandum is executed and recorded solely for the purpose of giving notice and shall not amend or modify the Gathering Agreement in any way. This Memorandum shall be binding upon and shall inure to the benefit of the Parties hereto, and to their respective heirs, devisees, legal representatives, successors and permitted assigns.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Memorandum to be effective as of Amendment Date.

PRODUCER:

SN CATARINA, LLC

By: _____
Name:
Title:

STATE OF TEXAS
COUNTY OF HARRIS, TO-WIT:

I, the undersigned, a notary public of the said county, do hereby certify that on this [] day of [], 2020, before me personally appeared [], who acknowledged himself to be the [] of SN Catarina, LLC, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as said officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____
(Notarial Seal)

GATHERER:

CATARINA MIDSTREAM, LLC

By: _____
Name:
Title:

STATE OF TEXAS
COUNTY OF HARRIS, TO-WIT:

I, the undersigned, a notary public of the said county, do hereby certify that on this [] day of [], 2020, before me personally appeared [], who acknowledged himself to be the [] of Catarina Midstream, LLC, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as said officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____
(Notarial Seal)

**EXHIBIT A
DEDICATED ACREAGE**

PART 1 - DEDICATED ACREAGE
[Attached]

PART 2 - DEDICATED DEEDS
[Attached]

PART 3 - DEDICATED LEASES
[Attached]

Exhibit A
Exhibit E – Page 6

EXHIBIT F

Pipelines

[Attached.]

Exhibit F

Certain portions of this exhibit (indicated by “[***]”) have been omitted pursuant to Item 601(b)(10) of Regulation S-K. Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

FIRM TRANSPORTATION SERVICE AGREEMENT

THIS FIRM TRANSPORTATION SERVICE AGREEMENT (this “Agreement”) is dated the Approval Date but effective as of the Closing Date (the “Effective Date”) by and between **SECO PIPELINE, LLC**, a Delaware limited liability company (“Transporter”), and **SN CATARINA, LLC**, a Delaware limited liability company (“Shipper”). Transporter and Shipper may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.” Capitalized terms used in the Agreement but not defined herein shall have the meanings given to them in Exhibit A.

WHEREAS, Transporter has pipeline facilities located wholly within the State of Texas, and is willing to receive and transport certain quantities of natural gas on a Firm basis and/or Interruptible basis, as applicable, on Transporter’s Seco Pipeline system located in LaSalle and Webb Counties, Texas, as further described on Exhibit B (“Transporter’s System”); and

WHEREAS, Transporter and Shipper desire to enter into an agreement providing for the transportation by Transporter of certain quantities of processed natural gas from Receipt Point(s) located in Texas to Delivery Point(s) located in Texas; and

WHEREAS, Transporter is agreeable to receiving, transporting and delivering such processed natural gas delivered by Shipper in accordance with the terms and conditions hereinafter set forth; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto mutually covenant and agree as follows:

ARTICLE I **SHIPPER’S GAS**

1.1 *Shipper’s Gas.*

(a) Subject to the terms and conditions of this Agreement, Shipper hereby commits and dedicates to Transporter for transportation on Transporter’s System all volumes of Residue Gas owned or Controlled by Shipper or its Affiliates (other than SN EF Maverick, LLC) that are produced from natural gas delivered to Shipper under the Catarina Gathering Agreement at the tailgate of the Raptor Plant and specifically excluding gas that is processed at any of the Carnero G&P, LLC processing plants in Bee County, Texas (the “Dedicated Gas”). Shipper shall deliver, or cause to be delivered, all Dedicated Gas to Transporter at the Receipt Point(s). Shipper commits and dedicates to Transporter all of Shipper’s and its Affiliates’ (other than SN EF Maverick, LLC’s) right, title, and interests in and to the Dedicated Acreage, to support Shipper’s performance of its obligations provided for in this Section 1.1(a).

(b) In addition to the Dedicated Gas, Shipper hereby agrees to use commercially reasonable efforts to deliver or cause to be delivered, hereunder to Transporter for transportation on Transporter’s System under this Agreement, all volumes of Residue Gas that are owned or Controlled by Shipper or its Affiliates (other than SN EF Maverick, LLC) that are not Dedicated

Gas but are received by Shipper or its Affiliates (other than SN EF Maverick, LLC) at the tailgate of the Raptor Plant (the “Additional Gas”, and together with the Dedicated Gas, “Shipper’s Gas”).

1.2 **Receipt.**

(a) Subject to the terms and conditions of this Agreement, Transporter agrees to accept and receive, up to one hundred percent (100%) of the quantity of Shipper’s Gas tendered by Shipper or its designee each Day during the Term of this Agreement at the Receipt Point(s), not to exceed the greater of (i) the maximum Residue Gas capacity at the Raptor Plant or (ii) two hundred (200) MMBtu per Day (such greater amount, the “Maximum Daily Quantity”), and to transport for Shipper such quantity of Shipper’s Gas on Transporter’s System on a Firm basis.

(b) Transporter agrees to use commercially reasonable efforts to, accept and receive, Shipper’s Gas tendered by Shipper or its designee in excess of the Maximum Daily Quantity, each Day during the Term of this Agreement at the Receipt Point(s), and to transport for Shipper such quantity of Shipper’s Gas on Transporter’s System on an Interruptible basis.

(c) Transporter’s acceptance and receipt of Shipper’s Gas is expressly subject to the operational considerations and capacity constraints as set forth in Article VIII of this Agreement, and such Gas meeting the quality specifications as set forth in Article IV of Exhibit A.

1.3 **Delivery.**

(a) During the Term of this Agreement, Transporter shall deliver and Shipper shall accept or cause to be accepted at the Delivery Point(s), a quantity of natural gas equivalent, on a MMBtu basis, to the sum of the quantities of Shipper’s Gas accepted and received by Transporter at the Receipt Point(s) for transportation hereunder in accordance with Section 1.1, less Shipper’s pro-rata share of actual fuel, including actual fuel equivalents, and losses incurred on Transporter’s System (“Shipper’s FL&U”). Shipper’s FL&U shall not exceed one percent (1%) of the volume of Residue Gas received by Transporter at the Receipt Point(s) each Month.

(b) Notwithstanding anything to the contrary in this Agreement, Transporter has the right to commingle Shipper’s Residue Gas with other Gas or Residue Gas in Transporter’s System and to deliver Residue Gas at the Delivery Point(s) that is of the same or similar quality as that received at the Receipt Point(s), and the right to cease taking deliveries of Residue Gas so long as Transporter, in its sole opinion, determines that due to operations of Shipper, its agents, representatives, or contractors, a dangerous or unsafe condition exists. Upon Transporter’s giving notice of any such cessation and continuing until such condition is remedied to Transporter’s satisfaction, Transporter shall not be obligated to accept delivery of Shipper’s Gas.

1.4 ***Covenant Running with the Land; Assignment of Interests.*** So long as this Agreement is in effect, the dedication and commitment with respect to the Dedicated Gas made by Shipper under this Agreement, along with the provisions of Section 1.1(a), is a covenant running with the land. This Agreement, along with all renewals, extensions, amendments, and supplements, and all rights, title and interests contained herein, shall be binding upon and inure to the benefit of the Parties, and their successors and permitted assigns. Any assignment, sale, transfer or conveyance by Shipper or its Affiliates (other than SN EF Maverick, LLC) of any interests in the Dedicated Acreage shall be subject to the dedication under this Agreement and

Shipper shall require that the assignee of any such interests agree in writing to expressly ratify this Agreement and assume and discharge the duties and obligations of Shipper under this Agreement with respect to such interests acquired from and assigned by Shipper or its Affiliates (other than SN EF Maverick, LLC); and such assigned interests shall be Dedicated Acreage. Any Person which shall succeed by purchase, merger or consolidation with Shipper or Transporter and their respective successors in interest shall be subject to the obligations of its predecessor under this Agreement.

1.5 **Memorandum of Agreement.** Contemporaneously with the execution of this Agreement and from time to time during the Term, the Parties will execute, acknowledge, deliver and record a “short form” memorandum of this Agreement substantially in the form of Exhibit D (“Memorandum of Agreement”) identifying the Dedicated Acreage, which Shipper will file of record in the real property records of each county that contains Dedicated Acreage. Notwithstanding the foregoing, Transporter shall also have the right to file and record such memorandum of this Agreement and any necessary supporting documents or instruments in the real property records of each county that contains Dedicated Acreage.

ARTICLE II **TRANSPORTATION SERVICES**

2.1 **Receipt Point(s).** The receipt point(s) at which Shipper shall tender Residue Gas to Transporter for transportation is described in Exhibit B to this Agreement (the “Receipt Point(s)”). The delivery pressure and other pertinent factors applicable to the Receipt Point(s) are set forth in Exhibit B.

2.2 **Delivery Point(s).** The delivery point(s) at which Transporter shall deliver hereunder is described in Exhibit B (the “Delivery Point(s)”). The delivery pressure and other pertinent factors applicable to the Delivery Point(s) are set forth in Exhibit B.

2.3 **Title.** Except as expressly provided for in this Agreement, title to Shipper’s Gas delivered to Transporter under this Agreement will remain with Shipper or Shipper’s customers at all times.

2.4 **Substances Recovered in Pipeline.** All substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, except substances expressly reserved for Shipper, that Transporter recovers in the course of transporting the quantities of Shipper’s Gas tendered hereunder will be Transporter’s sole property and Transporter will not be obligated to account to Shipper for any value, whether or not realized by Transporter, that may attach, or be said to attach, to such substances.

2.5 **Residue Gas.** All references to Gas with respect to Transporter’s obligation to receive, transport, and/or deliver Gas hereunder shall be read as references to Residue Gas.

ARTICLE III
FEE(S)

3.1 **Fee(s).** Upon the commencement of service hereunder, Shipper shall pay Transporter, for the transportation services rendered hereunder from the Receipt Point(s) to the Delivery Point(s), the fee(s) set forth in Exhibit B.

3.2 **Annual Rate Escalation.** Effective on each anniversary of the Effective Date through the Term of this Agreement, the Transportation Fee set forth in Exhibit B and all other fees for services by Transporter in accordance with this Agreement shall be adjusted by the product of the rate then in effect multiplied by the percentage increase (if any) between the Consumer Price Index (All Urban Consumers (CPI-U); U.S. City Average; All items, 1982-1984 reference base), issued by the United States Department of Labor, Bureau of Labor Statistics (“BLS”) (the “CPI”) for January of the current year and the CPI for January of the immediately preceding year; *provided* that in no event shall the fees hereunder be increased by more than 3% from the fees in effect for the immediately preceding year, or decreased. If the 1982-1984 reference base is no longer used as the standard reference base by BLS, then the standard reference base shall be that established from time to time by BLS as the replacement for the CPI.

ARTICLE IV
REGULATORY REQUIREMENTS

4.1 **Regulatory Requirements.** The transportation arrangements provided for in this Agreement are subject to Texas Railroad Commission regulations, as amended from time to time.

ARTICLE V
TERM; TERMINATION

5.1 **Term.** This Agreement will become effective as of the Effective Date, and will remain in full force and effect until March 31, 2033 (such period, “Primary Term”). Unless otherwise terminated as provided in Section 5.2 of this Agreement or Section 9.2 of Exhibit A, upon the expiration of the Primary Term, this Agreement shall renew automatically for additional terms of one (1) year each thereafter (each, a “Renewal Term”) on the existing terms (including the then-existing rates), unless either Party elects to terminate this Agreement by written notice to the other Party no later than the date which is one hundred eighty (180) Days prior to the expiration of the Primary Term or any Renewal Term, as applicable. The period of time that this Agreement remains in effect pursuant to this Section 5.1 is referred to as the “Term”.

5.2 **Early Terminations.**

(a) If a Party is in Default, the non-defaulting Party may, in addition and without prejudice to any other remedies such non-defaulting Party may have under this Agreement or at law or in equity, suspend all performance under this Agreement or terminate this Agreement, in each case upon ten (10) Days’ prior written notice.

(b) The following shall constitute events of “Default” under this Agreement:

(i) if a Party fails to pay any amount due to the other Party when the same is due, and such Party's account remains delinquent beyond a twenty (20) Day period after written notice of failure to pay has been delivered to such Party, exclusive of any amounts subject to a good faith dispute pursuant to Section 5.3 of Exhibit A;

(ii) if a Party experiences an Insolvency Event; or

(iii) if such Party is in material breach of this Agreement (other than for failure to pay amounts due, which is addressed in clause (i) above), and that breach is not cured within forty-five (45) Days after receipt by such Party of written notice from the other Party asserting such breach.

5.3 **Effect of Termination.** Termination of this Agreement will not (i) relieve either Party of its respective obligation to correct any volume imbalances hereunder occurring prior to the termination, or (ii) relieve either Party of the obligation, if any, to pay monies due prior to or as of the termination of this Agreement to the other Party.

ARTICLE VI NOTICES

6.1 **Notices.** Any formal notice, request or demand that either Party gives to the other respecting this Agreement must be in writing and must be mailed by registered or certified mail or delivered in hand to the following address of the other Party or to such other address as a Party shall designate by formal written notice.

If to Shipper:

SN Catarina, LLC
Pennzoil Place
700 Milam St., Suite 600
Houston, Texas 77002
Phone: (713) 756-2700

If to Transporter:

Seco Pipeline, LLC
c/o Sanchez Midstream Partners LP
1360 Post Oak Blvd, Suite 2400
Houston, TX 77056
Attn: Chief Financial Officer
Email: cward@sanchezmidstream.com

6.2 **Routine and Operating Communications.** Routine communications should be provided by electronic means, whether via email or facsimile. Operating communications by telephone, facsimile or other mutually agreeable means will be considered as duly delivered with subsequent written confirmation.

ARTICLE VII NOMINATIONS

7.1 **Nominations.** Shipper shall submit to Transporter nominations for transportation service hereunder at least five (5) days prior to the beginning of each Month. Nominations shall detail the specific Receipt Point(s) and Delivery Point(s) for that volume. Shipper may submit any daily changes to such nomination by 10:00 a.m. Central Time on the Day immediately before the Day on which Shipper's Gas is desired to flow from time to time.

7.2 **Imbalances.** Shipper is responsible for Monthly nominations into pipelines downstream of the Delivery Point(s); and for reconciliation of daily and Monthly gas imbalances with such downstream pipelines. Shipper shall use reasonable efforts to minimize these imbalances and agrees to make nomination adjustments to both achieve a minimal imbalance at the end of each Month and resolve any existing imbalances in the following Month or as soon as practicable.

7.3 **Nomination Changes.** Transporter or Shipper shall notify the other Party (except if due to an event of Force Majeure) by written notice (which can be by fax or email) and make allowable intra-day changes consistent with industry standards.

ARTICLE VIII
OTHER OPERATING PROVISIONS

8.1 **Disruptions to Firm Services.** Shipper's Gas entitled to Firm services under this Agreement may be, from time to time, interrupted, curtailed, or disrupted (herein, a "Disruption") to the extent reasonably necessary (as determined by Transporter acting in its reasonable discretion) for any of the following reasons: (i) safe operation of the Transporter's System, (ii) an ongoing event of Force Majeure affecting Transporter, (iii) subject to the Transporter's compliance with the other terms and conditions of this Agreement, the inability of a Receipt Point to receive Shipper's Gas, and (iv) upon reasonable advance notice of at least thirty (30) days' to Shipper for scheduled maintenance, expansions or modifications of Transporter's System from time to time, *provided that* with respect to item (iv) Transporter will reasonably cooperate with Shipper to minimize adverse effects due to such work. In the event of a Disruption, Transporter will give Shipper prompt notice with reasonable detail of the reason for the Disruption and a good faith estimate of the duration and extent of such Disruption. In such event Transporter shall not be in breach or default of its obligations under this Agreement and shall have no liability to Shipper in connection with or resulting from any such curtailment. When Transporter reestablishes the Firm service as to such volumes of Shipper's Gas interrupted or curtailed by a Disruption, Transporter shall give Shipper notice thereof and Shipper shall resume deliveries to Shipper of the affected volumes. For the avoidance of doubt, services provided by Transporter hereunder on an Interruptible basis may be interrupted, curtailed, disrupted or discontinued at any time at the sole discretion of Transporter, for no reason or any reason, including, without limitation, any Disruption set forth in this Section 8.1.

When Transporter reestablishes the Firm service as to such volumes of Shipper's Gas interrupted or curtailed by a Disruption, Transporter shall give Shipper notice thereof and Shipper shall resume deliveries to Shipper of the affected volumes. For the avoidance of doubt, services provided by Transporter hereunder on an Interruptible basis may be interrupted, curtailed, disrupted or discontinued at any time at the sole discretion of Transporter, for no reason or any reason, including, without limitation, any Disruption set forth in this Section 8.1.

- (a) Temporary Disruption. To the extent Transporter does not accept any portion of Shipper's Gas, such rejected Gas (the "Subject Gas") shall be immediately temporarily released from the dedication hereunder and Shipper may enter into short term interruptible arrangements with third parties for the transportation of such Subject Gas ("Temporary Arrangements"); provided that Shipper must again deliver such Subject Gas to Transporter at the Receipt Points on the first (1st) Day

of the Month immediately following after Shipper receives notice from Transporter that Transporter is able to accept the Subject Gas. Any of Shipper's Gas temporarily released from this Agreement shall not be Dedicated Gas hereunder; *provided, however*, that such Residue Gas shall become Dedicated Gas again at the conclusion of a temporary disruption. In such event Transporter shall not be in breach or default of its obligations under this Agreement and shall have no liability to Shipper in connection with or resulting from such Temporary Disruption.

- (b) Permanent Disruption. If, for any reason, excluding an event of Force Majeure, Transporter does not accept any portion of Shipper's Gas up to the Maximum Daily Quantity (such portion not accepted, the "Disruption Volumes") for more than one hundred fifty (150) Days out of any two hundred ten (210) Day period ("Permanent Disruption"), then the Disruption Volumes shall be permanently released from the dedication hereunder. Shipper, in its sole discretion, may enter into any alternative arrangements for the transportation of the Disruption Volumes. For the avoidance of doubt, this Section 8.1(b) shall not apply to any failure of Transporter to accept any portion of Shipper's Gas due to any action or inaction of Shipper.

8.2 **Capacity Curtailment.**

(a) Notwithstanding anything to the contrary in this Agreement, Transporter's acceptance and receipt of Shipper's Gas that is nominated and tendered by Shipper in accordance with this Agreement is subject to the physical capacity constraints on Transporter's System. If, on any Day, Transporter determines that the physical capacity of Transporter's System, or any portion thereof, is insufficient to serve all requests from its customers (including Shipper) for any reason, including without limitation any Disruptions, then Transporter has the right to schedule transportation in accordance with this Section 8.2 until all available capacity is allocated.

(b) Capacity on the Transporter's System shall be curtailed and allocated among applicable customers in accordance with the following:

(i) First, Transporter shall curtail all Gas received on an Interruptible basis (including all of Shipper's Gas exceeding the Maximum Daily Quantity) prior to curtailing Gas received on a Firm basis. If Transporter curtails Gas received on an Interruptible basis, Transporter shall allocate the capacity of Transporter's System available to Interruptible customers among such Interruptible customers, on a *pro rata* basis, based upon each such customer's request of capacity to the total capacity of Transporter's System available to Interruptible customers.

(ii) Second, if additional curtailments are required beyond clause 8.2(b)(i) above, Transporter shall curtail Gas received on a Firm basis (including Shipper's Gas up to the Maximum Daily Quantity). If Transporter curtails Gas received on a Firm basis (including Shipper's Gas up to the Maximum Daily Quantity), Transporter shall allocate the capacity of Transporter's System available to customers with Firm reserved capacity (including Shipper) on a *pro rata* basis based upon each such customer's ratio of its reserved capacity to the total reserved capacity on Transporter's System. For the purposes of this Agreement, Customer's

reserved capacity shall be the Maximum Daily Quantity.

ARTICLE IX
MISCELLANEOUS

9.1 ***Governing Law.*** This Agreement will be interpreted, construed, and governed by the laws of the State of Texas, without reference to conflicts of law principles thereof that might apply the laws of another jurisdiction.

9.2 ***Dispute Resolution.***

(a) The Parties desire to resolve any disputes related to this Agreement that may arise by mutual agreement, if possible. All disputes arising out of or relating to this Agreement that are not resolved by mutual agreement of the Parties shall be resolved using the provisions of this Section 9.2.

(b) If a dispute or disputes arise out of or relating to this Agreement, a Party shall give notice of the dispute(s) to the other Party, and each Party will appoint an employee to negotiate with the other Party concerning the dispute(s). If the dispute(s) have not been resolved by negotiation within thirty (30) Days of the initial dispute notice, the dispute(s) shall be exclusively and finally resolved by binding arbitration in Houston, Texas in accordance with the then current Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution (“Rules”) and this Section 9.2.

(c) The arbitration shall be governed by the Rules, to the exclusion of any provision of state law inconsistent with them. The arbitration shall be initiated by a Party seeking arbitration by notice transmitted to the other Party or Parties to be involved.

(d) The Parties shall select one disinterested arbitrator with at least 10 years’ experience in the midstream oil and gas industry and ten (10) years’ experience with oil and gas law, and not previously employed by either Party or its Affiliates, and, if possible, shall be selected by agreement between the Parties. If the Parties cannot select an arbitrator by agreement within fifteen (15) Days of the date of the notice of arbitration, a qualified arbitrator will be selected in accordance with the Rules.

(e) If the dispute(s) involves an amount greater than \$150,000, the dispute(s) will be decided by a panel of three arbitrators with the above qualifications, one selected by each Party, and the third selected by the Party-appointed arbitrators, or in the absence of their agreement, pursuant to the Rules.

(f) The arbitrator(s) shall resolve the disputes and render a final award in accordance with the substantive law of the State of Texas.

(g) If arbitration is necessary to resolve a dispute, the arbitral tribunal is authorized to award costs and reasonable attorneys’ fees or allocate them between the Parties, and the costs of the arbitration proceedings, including reasonable attorneys’ fees, shall be borne in the manner determined by the arbitral tribunal.

(h) The decision of the arbitrator(s) shall be final and binding on both Parties and shall set forth the reasons for the award in writing, and judgment on the arbitration award may be entered in any court having jurisdiction.

9.3 **Entire Agreement.** The Exhibits attached hereto are hereby incorporated by reference as part of this Agreement. This Agreement (including the Exhibits referenced in and attached to this Agreement) and the Memorandum of Agreement contain the entire agreement of Parties with respect to the matters addressed herein and therein, and supersede all prior negotiations, representations, understandings, agreements, contracts (whether oral or written) by and between Transporter and Shipper with respect to the subject matter herein. This Agreement and the Memorandum of Agreement will be amended only by an instrument in writing signed by both Parties. The Parties acknowledge that this Agreement and the Memorandum of Agreement will be deemed and considered for all purposes as prepared through the joint efforts of the Parties and will not be construed against a Party as a result of the preparation, submittal, negotiation or drafting thereof. Exhibit A and the General Terms and Conditions are hereby incorporate by reference as part of this Agreement.

9.4 **Mutual Waiver of Certain Remedies.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, OTHER THAN REASONABLE ATTORNEYS' FEES AND COURT COSTS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR FOR LOST OR DELAYED PRODUCTION OR LOST BUSINESS OPPORTUNITY, OR FOR BUSINESS LOSSES OR FOR ECONOMIC LOSSES OF THE OTHER PARTY ARISING OUT OF THIS AGREEMENT OR ANY BREACH HEREOF. THIS SECTION 9.4 WILL APPLY NOTWITHSTANDING THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, OR OTHER FAULT OR RESPONSIBILITY OF THE PARTY WHOSE LIABILITY IS WAIVED BY THIS PROVISION, OR ANY OTHER EVENT OR CONDITION, WHETHER ANTICIPATED OR UNANTICIPATED, AND REGARDLESS OF WHETHER PRE-EXISTING PRIOR TO THE DATE OF THIS AGREEMENT.

[Signature Page Follows.]

The Parties have executed this Agreement as of the Effective Date.

SHIPPER:

SN CATARINA, LLC

By: /s/ Mohsin Meghji
Name: Mohsin Meghji
Title: Chief Restructuring Officer

TRANSPORTER:

SECO PIPELINE, LLC

By: /s/ Gerald F. Willinger
Name: Gerald F. Willinger
Title: Chief Executive Officer

[Signature Page to Firm Transportation Service Agreement (Catarina)]

EXHIBIT A
GENERAL TERMS AND CONDITIONS

ARTICLE I
DEFINITIONS

Except in those certain instances where the context states another meaning, the following terms when used in the Agreement and all Exhibits thereto have the meaning stated:

1.1 “**Additional Gas**” shall have the meaning set forth in Section 1.1(b) of the Agreement.

1.2 “**Affiliate**” shall mean when used with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. As used herein, “control” means possessing, directly or indirectly, the power to direct or cause the direction of the management and policies of any such relevant Person by ownership of voting interest, by contract or otherwise; provided, however, that solely having the power to act as the operator of a Person’s day-to-day commercial operations, without otherwise having the direct or indirect power to direct or cause the direction of the management and policies of such Person, shall not satisfy the foregoing definition of “control”. Notwithstanding anything to the contrary herein, in no event shall Transporter or any of its subsidiaries be deemed to be an Affiliate of Shipper or any of its subsidiaries.

1.3 “**Approval Date**” means the date on which the Bankruptcy Court enters the Approval Order.

1.4 “**Approval Order**” means an order of the Bankruptcy Court reasonably acceptable to the parties to the Settlement Agreement, entered pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, approving the Settlement Agreement, which order has not been reversed, vacated or stayed.

1.5 “**Assumed Obligations**” shall have the meaning set forth in Section 10.2 of this Exhibit A.

1.6 “**Bankruptcy Cases**” means the chapter 11 cases of the Debtors pending before the Bankruptcy Court, styled *In re Sanchez Energy Corporation, et al.*, Case No. 19-34508 (MI) (Bankr. S.D. Tex.) (Jointly Administered).

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

1.8 “**BLS**” shall have the meaning set forth in Section 3.2 of the Agreement.

1.9 “**Btu**” shall mean British thermal unit.

1.10 “**Catarina Gathering Agreement**” shall mean that certain Firm Gathering and Processing Agreement, dated effective as of October 14, 2015, by and between Shipper and Catarina Midstream, LLC, a Delaware limited liability company, as amended by that certain

Amendment No. 1 to the Firm Gathering and Processing Agreement, executed on June 30, 2017, as further amended by that certain Amendment No. 2 to the Firm Gathering and Processing Agreement, executed on June 30, 2020, and as the same may be further amended from time to time.

1.11 “**Closing Date**” means the date the Closing Notice is executed and filed with the Bankruptcy Court.

1.12 “**Closing Notice**” means a notice of the occurrence of Closing (as defined in the Settlement Agreement and attached thereto as Exhibit G).

1.13 “**Control**” (including its derivatives and similar terms) means (a) with respect to any Person, possessing, directly or indirectly, the power to direct or cause the direction of the management and policies of any such relevant Person by ownership of voting interest, by contract or otherwise; provided, however, that solely having the power to act as the operator of a Person’s day-to-day commercial operations, without otherwise having the direct or indirect power to direct or cause the direction of the management and policies of such Person, shall not satisfy the foregoing definition of “Control” and (b) with respect to any Gas, such Gas with respect to which Shipper has the contractual right or obligation (pursuant to a marketing, gathering, transportation, processing, agency, operating, unit or similar agreement) to market, gather, transport or process such Gas and Shipper elects or is obligated to market, gather, transport or process such Gas.

1.14 “**CPI**” shall have the meaning set forth in Section 3.2 of the Agreement.

1.15 “**Day**” shall mean the period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Time on any calendar day and ending at 9:00 a.m. Central Time on the calendar day immediately following.

1.16 “**Debtors**” means, collectively, prior to the Effective Date, Sanchez Energy Corporation and each of its direct and indirect subsidiaries that are debtors and debtors-in-possession in the Bankruptcy Cases, including SN EF Maverick, LLC and SN Catarina, LLC, and, after the Effective Date, such entities as reorganized pursuant to the Plan.

1.17 “**Dedicated Acreage**” shall mean the Dedicated Instruments and the Dedicated Reserves.

1.18 “**Dedicated Gas**” shall have the meaning set forth in Section 1.1(a) of the Agreement.

1.19 “**Dedicated Instruments**” shall have the meaning set forth in Exhibit C.

1.20 “**Dedicated Reserves**” shall mean the interest of Shipper in all Gas reserves in and under, and all Gas owned or Controlled by Shipper and produced or delivered from (i) lands within the area described on Exhibit C – Part 1 of the Catarina Gathering Agreement, and (ii) the Dedicated Instruments, whether now owned or hereafter acquired, and any and all additional right, title, interest, or claim of every kind and character of Shipper in (x) land within the area described on Exhibit C – Part 1 of the Catarina Gathering Agreement or (y) the Dedicated Instruments, and Gas production therefrom, and all interests in any wells, whether now existing or drilled hereafter,

on, or completed on, lands covered by a Dedicated Instrument or within the area described on Exhibit C – Part 1 of the Catarina Gathering Agreement.

1.21 “**Default**” shall have the meaning set forth in Section 5.2(b) of the Agreement.

1.22 “**Disruption**” or “**Disruptions**” shall have the meaning set forth in Section 8.1 of the Agreement.

1.23 “**Firm**” shall mean service on Transporter’s System that may not be curtailed, interrupted or discontinued, subject, however, to the Disruptions set forth in Article VIII of the Agreement.

1.24 “**Gas**” shall mean natural gas produced from gas wells and gas produced in association with oil (casinghead gas).

1.25 “**Governmental Authority**” shall mean any legislature, court, tribunal, arbitrator or arbitral body, authority, agency, commission, division, board, bureau, branch, official or other instrumentality of the U.S., or any domestic state, county, city, tribal or other political subdivision, governmental department or similar governing entity, and including any governmental, quasi-governmental or non-governmental body exercising similar powers of authority.

1.26 “**Heating Value**” shall mean the gross number of British thermal units (Btu’s) which would be contained in the volume of one (1) cubic foot of gas at a temperature of sixty degrees (60°) Fahrenheit, when saturated with water vapor and under a pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute and adjusted to reflect the actual water vapor content of the gas delivered; however, if the water vapor content is seven (7) pounds per million cubic feet or less, the gas shall be deemed dry.

1.27 “**Insolvency Event**” shall mean, with respect to any Person, such Person (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) institutes or has instituted against it, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or a regulator, supervisor or similar official, in each case which is not dismissed, discharged, stayed or restrained in each case within fifteen (15) Days of the institution or presentation thereof; (v) has a resolution passed for its winding-up, dissolution or liquidation (other than pursuant to a consolidation, amalgamation or merger); (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vii) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen (15) days thereafter; (viii) causes or is subject to any event with respect to it that, under applicable law, has an analogous effect to any of the events specified in clauses (i)

to (vii) above (inclusive); or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

1.28 “**Interruptible**” shall mean service on Transporter’s System that may be curtailed, interrupted or discontinued at any time, at the sole discretion of Transporter, for any reason or no reason, without liability, obligation or penalty of any kind.

1.29 “**Maximum Daily Quantity**” shall have the meaning set forth in Section 1.2(a) of the Agreement.

1.30 “**Mcf**” shall mean One thousand (1,000) cubic feet.

1.31 “**Memorandum of Agreement**” shall have the meaning set forth in Section 1.5 of the Agreement.

1.32 “**MMBtu**” shall mean one million (1,000,000) Btu.

1.33 “**Month**” shall mean the period beginning at 9:00 a.m. Central Time on the first day of a calendar month and ending at 9:00 a.m. Central Time on the first day of the calendar month immediately following, except that the first month shall begin on the date of initial deliveries of natural gas hereunder and shall end at 9:00 a.m. Central Time on the first day of the calendar month immediately following.

1.34 “**Permanent Disruption**” shall have the meaning set forth in Section 8.1(b).

1.35 “**Person**” shall include any individual, firm, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, or Governmental Authority.

1.36 “**Plan**” means the *Second Amended Joint Chapter 11 Plan of Reorganization of Sanchez Energy Corporation and its Debtor Affiliates*, dated as of April 30, 2020 [DKT. #1205], as amended or modified from time to time.

1.37 “**Primary Term**” shall have the meaning set forth in Section 5.1 of the Agreement.

1.38 “**psia**” shall mean pounds per square inch absolute.

1.39 “**psig**” shall mean pounds per square inch gauge.

1.40 “**Raptor Plant**” shall mean that certain Raptor gas processing plant owned by Carnero G&P LLC in LaSalle County, Texas.

1.41 “**Renewal Term**” shall have the meaning set forth in Section 5.1 of the Agreement.

1.42 “**Residue Gas**” shall mean the gaseous portion of Gas that remains after the extraction and/or removal therefrom of liquefiable hydrocarbons or other constituents, shrinkage, fuel gas used to operate the processing facilities, and flare, vented and/or or lost and unaccounted for gas that may be incurred in the operation of the processing facilities.

1.43 “**Rules**” shall have the meaning set forth in Section 9.2(b) of the Agreement.

1.44 “**Settlement Agreement**” means that certain Settlement Agreement, dated as of June 6, 2020, by and among the Debtors, Catarina Midstream LLC, Carnero G&P LLC, Seco Pipeline, LLC, Sanchez Midstream Partners, LP and TPL SouthTex Processing Company LP.

1.45 “**Shipper’s FL&U**” shall have the meaning set forth in Section 1.3(a) of the Agreement.

1.46 “**Shipper’s Gas**” shall have the meaning set forth in Section 1.1 of the Agreement.

1.47 “**Subject Gas**” shall have the meaning set forth in Section 8.1(a) of the Agreement.

1.48 “**Temporary Arrangements**” shall have the meaning set forth in Section 8.1(a).

1.49 “**Term**” shall have the meaning set forth in Section 5.1 of the Agreement.

ARTICLE II **MEASUREMENT AND TESTS**

The measurement and tests for quality of Gas delivered hereunder will be governed by the following:

2.1 The volume will be measured by meters installed, maintained and operated by or on behalf of Transporter. Computations shall be made in accordance with industry practice.

2.2 For the purpose of measurement, and meter calibration, the atmospheric (Barometric) pressure will be in accordance with AGA Report No. 3/API 14.3, as it is now and from time to time may be revised.

2.3 The unit of volume for purposes of measurement will be one (1) cubic foot of gas at a temperature base of sixty degrees (60°) Fahrenheit and at a pressure base of fourteen and seventy-three hundredths (14.73) psia.

2.4 The temperature will be adjusted to standard conditions by a compensation device included with the meter. Corrections will be made in accordance with industry practice.

2.5 Specific gravity will be determined with accuracy to the nearest one-thousandth by taking samples of the Gas at the Receipt Point(s) at such times as may be determined to be necessary in practice by the use of an instrument commonly used and accepted in the industry.

2.6 Tests for carbon dioxide, sulfur, and hydrogen sulfide content of the Gas delivered hereunder will be made by approved standard methods from time to time as requested by either Party, but not more often than once each Month.

2.7 All measuring equipment, housing devices, and materials shall be of standard manufacture and will, with all related equipment, appliances and buildings, be installed, maintained, and furnished by Transporter or its designee at Transporter’s expense. Shipper may

install and operate checkmeasuring equipment, which will not interfere with the use of Transporter's equipment. All testing equipment shall be of standard manufacture and will be maintained, operated and furnished by Transporter or its designee at Transporter's expense.

2.8 The accuracy of Transporter's measuring and testing equipment will be verified by Transporter at necessary intervals, to ensure accurate measurement. Tests for quality of the Gas may be made at the time of equipment testing, or at other times, as deemed necessary by Transporter. Notice of the time and nature of each test shall be provided to Shipper sufficiently in advance to permit Shipper to have a representative present. Measuring and testing equipment will be tested by reasonable means and methods in the presence of representatives of both Shipper and Transporter, if present. If Shipper fails to have a representative present after proper notice, the results of such tests will be provided to Shipper and will nevertheless be considered accurate until the next test. All tests will be made at Transporter's expense, except that Shipper will bear the expense of tests made at its request, if the inaccuracy found is one percent (1%) or less.

2.9 If at any time any of the measuring or testing equipment is found to be out of service, or registering inaccurately in any percentage, it will be adjusted at once to read accurately within the limits prescribed by the manufacturer. If any measuring equipment shall be found to be inaccurate by an amount exceeding one percent (1%) at a reading corresponding to the average hourly rate of flow for the period since the last preceding test, the previous reading of such equipment will be disregarded for any period definitely known or agreed upon or if not so known or agreed upon for a period of sixteen (16) Days or one-half (1/2) of the elapsed time since the last test, whichever is shorter. The volume of Gas delivered during such period will be estimated by:

- (a) using the data recorded by any check-measuring equipment if installed and accurately registering;
or
- (b) if the check measuring equipment is not installed or registering accurately by correcting the error if the percentage of error is ascertainable by calibration test or mathematical calculation; or
- (c) if neither such method is feasible, by estimating the quantity, or quality, delivered based upon deliveries under similar conditions during a period when the equipment was registering accurately;
and

provided, that, no corrections will be made for recorded inaccuracies of two percent (2%) or less.

2.10 Shipper and Transporter will have the right to inspect equipment installed or furnished by the other, and the charts and other measurement or testing data of the other, at all times during business hours, but the reading, calibration and adjustment of such equipment and changing of charts will be done only by the Party owning such equipment. Each Party will preserve all original test data, charts and other similar records in such Party's possession for a period of at least two (2) years.

ARTICLE III
DELIVERY PRESSURE AND COMPRESSION

3.1 All Gas delivered by or for the account of Shipper to Transporter hereunder must be delivered at pressures as may be needed to enter Transporter's System against the working pressures maintained therein from time to time, but not to exceed the pressure required to sustain the redelivery pressure specified in Section 3.2 below or the maximum pressure set forth on Exhibit B of the Agreement.

3.2 All Gas delivered by Transporter to Shipper or Shipper's designee hereunder must be delivered at pressures sufficient to enter Shipper's or Shipper's designee's facilities against a working pressure maintained therein from time to time.

3.3 Notwithstanding the other provisions of the Agreement, neither Transporter nor Shipper shall be required to provide compression to effectuate the delivery or redelivery of gas pursuant in this Agreement.

ARTICLE IV
QUALITY

4.1 All Gas delivered to Transporter at the Receipt Point under this Agreement will comply with the following specifications:

- (a) Water Vapor: The Gas will not have a water vapor content in excess of seven (7) pounds per Mcf of Gas.
- (b) Hydrogen Sulfide: Subject to provisions of Section 4.1(h) hereof, the Gas will not contain more than one-quarter (1/4) grain of hydrogen sulfide per one hundred (100) cubic feet of Gas, as determined by quantitative tests.
- (c) Total Sulfur: Subject to provisions of Section 4.1(h) hereof, the Gas will not contain more than five (5) grains of total sulfur per one hundred (100) cubic feet of Gas, as determined by quantitative tests.
- (d) Temperature: The Gas will not have a temperature less than forty (40) degrees Fahrenheit or more than one hundred twenty (120) degrees Fahrenheit.
- (e) Carbon Dioxide: Subject to provisions of Section 4.1(h) hereof, the Gas will not contain more than two percent (2%) by volume of carbon dioxide.
- (f) Oxygen: Subject to provisions of Section 4.1(h) hereof, the Gas will not contain more than ten (10) parts per million of oxygen by volume.
- (g) Nitrogen: Subject to provisions of Section 4.1(h) hereof, the Gas will not contain more than two percent (2%) by volume of nitrogen.
- (h) Non-hydrocarbons: Notwithstanding the foregoing provisions of this Section 4.1 to the contrary, the Gas will not contain more than three percent (3%) by volume of

total nonhydrocarbons, which will include, but not be limited to, water hydrogen sulfide, sulfur, carbon dioxide, oxygen and nitrogen.

- (i) Objectionable Liquids and Solids and Dilution: The Gas will be free of objectionable liquids and solids, will not contain any hydrocarbons which might condense to free liquids in the pipeline under normal pipeline conditions and will be commercially free from dust, gums, gum-forming constituents, and other liquids or solid matter which might become separated from the Gas in the course of transportation through pipelines.
- (j) Gross Heating Value: The gas will contain a Gross Heating Value of at least nine hundred fifty (950) Btu per cubic foot, but not greater than one thousand and fifty (1050) Btu per cubic foot. The Gross Heating Value will be the number of Btus produced by the complete combustion of a cubic foot of Gas (excluding hydrogen sulfide) at a temperature base of sixty degrees (60°) Fahrenheit and a pressure base of fourteen and seventy-three hundredths (14.73) psia. Heating values shall be expressed in Btu per cubic foot and may be determined by calorimeter, calculation from compositional analysis or other acceptable industry practices and shall reflect the actual condition of the Gas on delivery as adjusted for pressure, water content, and compressibility unless otherwise prescribed by statute. For the purposes of making Btu calculations, the gas shall be considered saturated at the delivery conditions of pressure and temperature.

4.2 Provided that all Gas delivered by Shipper to Transporter at a Receipt Point meets all quality specifications as provided above, the Gas delivered by Transporter at the Delivery Point will meet the same quality specifications. If the quality specifications of the receiving pipeline at the Delivery Point are modified to include additional specifications or become more stringent than those in place as of the Effective Date, the quality specifications above will automatically be amended to include the additional or more stringent quality specifications, and Transporter will not be required to accept at the Receipt Point or deliver at the Delivery Point any Gas tendered by Shipper for transportation under this Agreement until Shipper conforms the Gas to such specifications. Upon mutual agreement, Transporter may conform Gas to meet the more stringent specifications of the receiving pipeline and charge a mutually agreeable fee for doing so.

4.3 If the Gas delivered at any Receipt Point fails to meet any of the quality specifications stated above, then Transporter will notify Shipper, and Shipper will make a diligent effort to correct the situation. Transporter will have the right to refuse to accept such Gas for so long as Shipper is unable to deliver Gas conforming to such specifications.

ARTICLE V **PAYMENTS**

5.1 After delivery of Gas has commenced, Transporter shall, on or before the 25th day of each Month, render to Shipper a statement showing the quantity of Gas delivered by Transporter to Shipper at the Delivery Point(s) and the amount owed Transporter for such deliveries during the Month preceding such notice. Shipper shall pay Transporter the amount so billed after the delivery of the statement by Transporter on or before the later of (i) the last day of the Month the statement

was received by Shipper, or (ii) ten (10) days after the statement was received by Shipper. All amounts due Transporter from Shipper, including penalties, are payable at the address of Transporter shown in Article VI of the Agreement.

5.2 If Shipper fails to pay any amount due Transporter when the same is due, interest thereon will accrue from, but excluding, the due date to, and including, the date payment thereof is actually made at the lesser of: (i) the maximum legal rate of interest permitted by applicable law, or (ii) the Prime Rate, plus 2%, computed on an annualized basis and compounded monthly. For purposes of this Section 5.2, the term "Prime Rate" means the prime rate as published in the *Wall Street Journal*, or any successor thereto, on the first date of publication for the calendar month in which payment is due. Transporter will render a late payment charge invoice and Shipper will make payment therefor within ten Days of the date of such invoice.

5.3 If any invoice is disputed by Shipper, Shipper will pay the undisputed amounts and will, within ten days from the date of Transporter's invoice, give Transporter written notification setting forth the disputed amount and the basis therefor. Shipper and Transporter will use reasonable diligence to resolve disputed amounts within thirty (30) days following written notification. If the undisputed amount is not paid when due, the undisputed amount will be subject to late payment charges as described above. Any disputed amount that later is determined to be due to Transporter will be subject to late payment charges from the original due date.

5.4 Each Party has the right at any and all reasonable times to examine the books and records of the other, to the extent necessary to verify the accuracy of any statement, charge, computation or demand made under this Agreement.

ARTICLE VI **TAXES**

6.1 Transporter shall pay or cause to be paid the taxes lawfully levied on Transporter, or otherwise to be borne contractually by Transporter and applicable to the Gas delivered hereunder prior to its delivery to Shipper or Shipper's designee at the Delivery Point(s). Shipper shall pay all taxes lawfully levied on Shipper applicable to such Gas after delivery to Shipper or Shipper's designee or otherwise to be borne contractually by Shipper under the terms of the Agreement.

ARTICLE VII **WARRANTY OF TITLE**

7.1 Shipper warrants title to all Gas delivered by it, that it has the right to same, and that such Gas is free from liens and adverse claims of every kind. Shipper shall pay or cause to be paid all sums due on the gathering or handling of the Gas delivered by Transporter. Shipper shall indemnify and save Transporter harmless from and against all taxes, payments, liens or other charges applicable to said Gas arising prior to its delivery to Transporter or Transporter's designee.

ARTICLE VIII
FORCE MAJEURE

8.1 Except for Shipper's obligations to make payments hereunder, neither Party will be liable for any failure to perform the terms of the Agreement when such failure is due to Force Majeure. The term "Force Majeure" as employed in this Agreement shall mean acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, arrests and restraint from rulers or people, interruptions or terminations by or as a result of government or court action or orders, or present and future valid orders of any regulatory body having jurisdiction, acts of the public enemy, wars, riots, blockades, insurrections, inability to secure or delay in securing labor or materials by reason of allocations promulgated by authorized governmental agencies, epidemics, landslides, lightning, earthquakes, fire, storm, floods, washouts, explosions, breakage or freezing of pipelines (so long as such breakage is not directly caused by Transporter), inability to obtain easement or rights-of-way, allocation or curtailment by third parties of downstream capacity, constraints on or physical disruptions to transportation downstream of and directly connected to Shipper's or Transporter's facilities used herein, refusal or other failure to accept Gas by Persons downstream of Transporter's facilities that are directly connected to Transporter's System or to any Delivery Point, the making of repairs or alterations to lines of pipe or plants, partial or entire failure of gas supply, failure or inability or any other cause, whether of the kind herein enumerated or otherwise not reasonably within the control of the Party claiming Force Majeure. The Force Majeure will, so far as possible, be remedied with all reasonable dispatch. The settlement of strikes or lockouts or industrial disputes or disturbances will be entirely within the discretion of the Party having the difficulty, and the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes, lockouts, or industrial disputes or disturbances by acceding to the demands of any opposing Party therein when such course is inadvisable in the discretion of the Party having the difficulty. A decision to close a facility due to business or economic conditions will not fall within the meaning of "force majeure."

8.2 If a Party claims Force Majeure that affects one or more Delivery Point(s), nothing herein will require the Party claiming Force Majeure to make deliveries or to take Gas at an alternative Delivery Point(s), not designated in Exhibit B of the Agreement.

ARTICLE IX
GOVERNMENTAL RULES, REGULATIONS AND AUTHORIZATION

9.1 This Agreement will be subject to all valid applicable state, local and federal laws, orders, directives, rules and regulations of any governmental body, agency or official having jurisdiction over this Agreement and the transportation of Gas hereunder.

9.2 If at any time during the Term of the Agreement, any Governmental Authority having jurisdiction over this Agreement and the transportation of Gas hereunder takes any action as to Transporter or Shipper or any third party transporter whereby the sale, transportation other handling (including compression or treating), delivery, receipt and use of Gas as contemplated hereunder is proscribed or subjected to terms, conditions, regulations, restraints, or price or rate controls, ceilings or limits that in the sole judgment of Transporter or Shipper are unduly or overly burdensome to that Party, such Party may at any time thereafter terminate this Agreement, upon

thirty (30) days written notice without further liability hereunder, except as to obligations (including but not limited to payment obligations) incurred prior to the time of such termination.

9.3 Shipper and Transporter agree to file or have filed in a timely manner all applications, affidavits, statements and notices required for sale, transportation and delivery of the Gas hereunder.

ARTICLE X **ASSIGNMENT**

10.1 The Agreement (including this Exhibit A and other Exhibits attached thereto), including, without limitation, any and all renewals, extensions, amendments and/or supplements hereto, will run with the land and will be binding upon and inure to the benefit of the successors and assigns of the Parties, *provided* that neither Party may assign or otherwise convey all or any portion of its right, title, or interest under this Agreement without obtaining the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned, or delayed, and any attempts to assign without such consent will be void *ab initio*. Notwithstanding the foregoing, (i) either Party may assign this Agreement to an Affiliate of such Party without the consent of the other Party, and (ii) either Party may pledge this Agreement to secure any credit facility or indebtedness of such Party or its Affiliates without the consent of the other Party.

10.2 Subject to Section 1.4 of the Agreement, if any transfer of the Agreement occurs, (i) the transferee (other than any grantee under any lien, pledge, encumbrance or security interest) shall assume in writing the obligations and liabilities of the transferor under this Agreement, and (ii) no transfer or succession to the interest of Shipper hereunder, wholly or partially, shall affect or bind Transporter until the first of the month following the date Transporter has received a copy of the recorded transfer document or other proof satisfactory to Transporter that the claimant is legally entitled to such interest.

ARTICLE XI **AGENCY DESIGNATION**

11.1 Shipper may designate an agent, which may be Transporter, to nominate and schedule transportation service on Shipper's behalf. Shipper shall notify Transporter in writing of the designated agent, if any.

11.2 Transporter is authorized to rely on nominations and scheduling information provided by Shipper's agent. By designating an agent, Shipper agrees to indemnify and save Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising in any way from Shipper's agent's actions on behalf of Shipper, Shipper's agent's failure to act on behalf of Shipper, or Transporter's reliance upon the information provided to Transporter by Shipper's agent; provided, however that such indemnification will not excuse Transporter from liability for actions taken when Transporter is acting as agent.

ARTICLE XII
MISCELLANEOUS

12.1 No waiver by either Transporter or Shipper of any default of the other under this Agreement will operate as a waiver of any future default, whether of like or different character or nature.

12.2 This Agreement may be amended only by a written instrument executed by the Parties hereto and expressly stating that it is an amendment to this Agreement.

12.3 The headings used throughout this Agreement are inserted for reference purposes only, and are not to be construed or taken into account in interpreting the terms and provisions of any Article, nor to be deemed in any way to qualify, modify or explain the effects of any such term or provision.

Exhibit A-12

EXHIBIT B

TRANSPORTER'S SYSTEM

Transporter's System: The 20" gas pipeline depicted in the attached map.

Receipt Point(s): The tailgate of the Raptor Plant in LaSalle County, Texas.

Delivery Point(s): The interconnection between Transporter's System and Texas Pipeline Webb County Lean System, LLC's Kudu Plant in Webb County, Texas.

Transportation Fee:

- For Firm services: \$[***] per MMBtu, as may be escalated annually under Section 3.2 of the Agreement.
- For Interruptible services: \$[***] per MMBtu, as may be escalated annually under Section 3.2 of the Agreement.

Maximum Pressure (psig): Actual operating pressure, not to exceed 1,200 psig.

Exhibit B-1

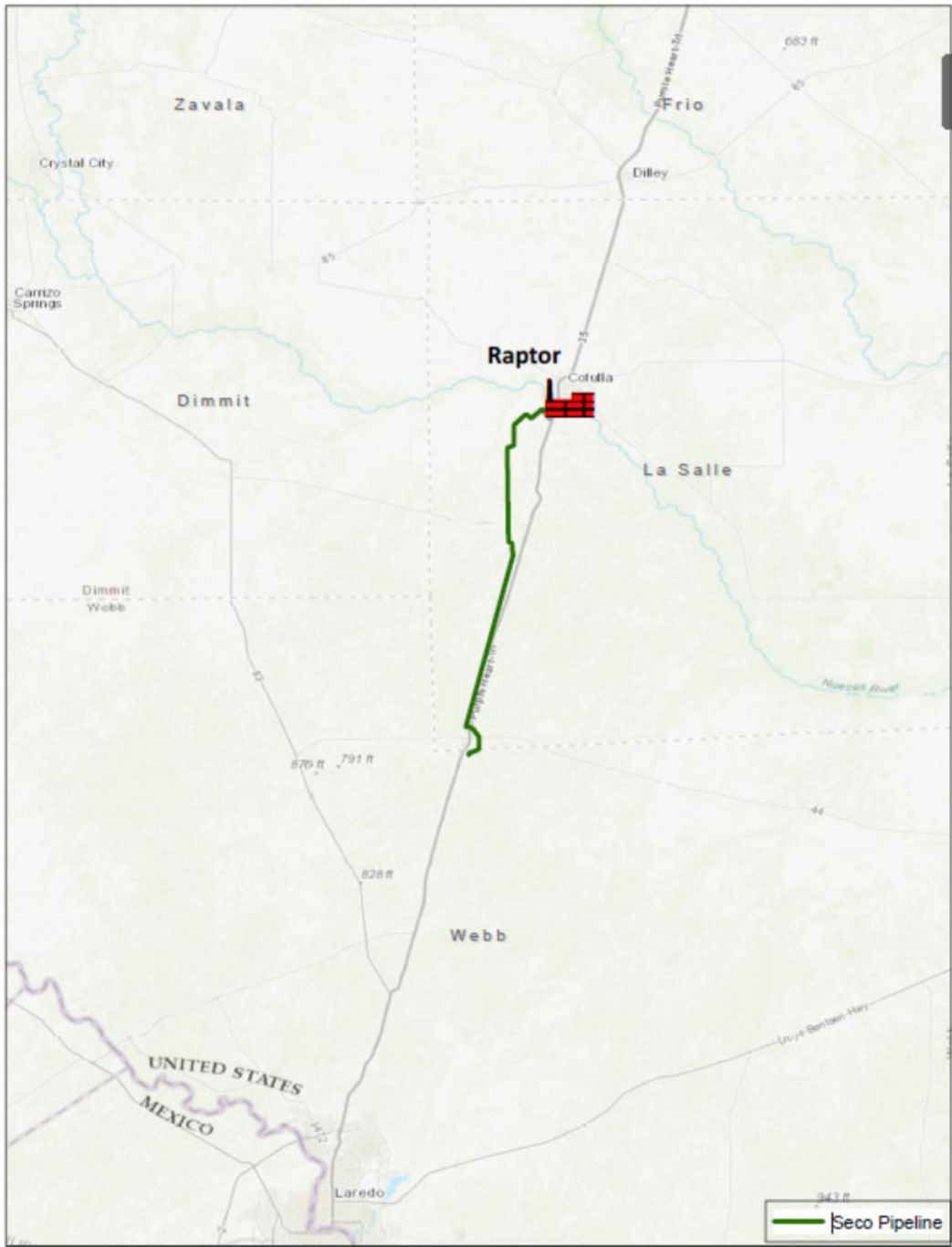


EXHIBIT C

Dedication

Dedicated Instruments:

1. Dedicated Leases:

- a. Oil and Gas Lease by and between Harrison Interests, Ltd. and P Ranch Working Interest, LLC dated May 12, 2010, a memorandum of which is recorded in Volume 386, Page 510 of the Official Records of Dimmit County, Texas, in Volume 2943, Page 294 of the Official Records of Webb County, Texas, and in Volume 505, Page 161 of the Deed Records of La Salle County, Texas, as amended, restated, supplemented, assigned or otherwise modified from time to time.
- b. Oil, Gas and Mineral Lease by and between the Risken Family Trust, Susan L. Westergren, Trustee, and SWEPI LP dated March 20, 2013, Texas, recorded in Volume 466, Page 396, Official Records of Dimmit County, Texas, as amended, restated, supplemented, assigned or otherwise modified from time to time.

2. Dedicated Deeds

- a. Mineral Deed from Dan J. Harrison, III, as Grantor, to P Ranch Working Interest, LLC, as Grantee, dated May 12, 2010, covering 42,262.28 acres of land, more or less, situated in Dimmit, Webb and La Salle Counties, Texas, a Memorandum of which is recorded in Volume 386, Page 797 of the Deed Records of Dimmit County, Texas, in Volume 2946, Page 165 of the Deed Records of Webb County, Texas, and in Volume 505, Page 435 of the Deed Records of La Salle County, Texas, as amended, restated, supplemented, assigned or otherwise modified from time to time.
- b. Mineral Deed from BFH Mining, Ltd., as Grantor, to P Ranch Working Interest, LLC, as Grantee, dated May 12, 2010, covering 42,262.28 acres of land, more or less, situated in Dimmit, Webb and La Salle Counties, Texas, a Memorandum of which is recorded in Volume 386, Page 526 of the Deed Records of Dimmit County, Texas, in Volume 2943, Page 303 of the Deed Records of Webb County, Texas, and in Volume 505, Page 170 of the Deed Records of La Salle County, Texas, as amended, restated, supplemented, assigned or otherwise modified from time to time.

EXHIBIT D

Memorandum of Agreement

[Attached.]

Exhibit D-1

EXHIBIT D

Memorandum of Agreement

MEMORANDUM OF FIRM TRANSPORTATION SERVICE AGREEMENT

THE STATE OF TEXAS §
 §
COUNTIES OF DIMMIT, §
WEBB AND LA SALLE §

THIS MEMORANDUM OF FIRM TRANSPORTATION SERVICE AGREEMENT (this “Memorandum”) is made and entered into effective as of [_____], 2020 (the “Effective Date”) by and between SN Catarina, LLC, a Delaware limited liability company (“Shipper”), and Seco Pipeline, LLC, a Delaware limited liability company (“Transporter”). Shipper and Transporter may be referred to in this Memorandum individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties have executed that certain Firm Transportation Service Agreement dated effective as of the Effective Date (the “Transportation Agreement”); and

WHEREAS, the Parties desire to file this memorandum in the applicable real property records to give notice to all persons of the existence of the Transportation Agreement and certain provisions contained therein.

NOW, THEREFORE, the Parties agree as follows:

1. The Transportation Agreement is incorporated by reference in its entirety in this Memorandum. All capitalized terms used but not defined in this Memorandum and defined in the Transportation Agreement shall have the meaning ascribed to them in the Transportation Agreement. As used in this Memorandum, the following capitalized terms shall have the meanings set forth below:

“Catarina Gathering Agreement” shall that certain Firm Gathering and Processing Agreement, dated effective as of October 14, 2015, by and between Shipper and Catarina Midstream, LLC, a Delaware limited liability company, as amended by that certain Amendment No. 1 to the Firm Gathering and Processing Agreement, executed on June 30, 2017, as further amended by that certain Amendment No. 2 to the Firm Gathering and Processing Agreement, executed on June 30, 2020, and as the same may be further amended from time to time.

“Dedicated Acreage” shall mean the Dedicated Instruments and the Dedicated Reserves.

“Dedicated Instruments” shall have the meaning set forth in Exhibit A.

“Dedicated Reserves” shall mean the interest of Shipper in all Gas reserves in and under, and all Gas owned or Controlled by Shipper and produced or delivered from (i) lands within the area described on Exhibit C – Part 1 of the Catarina Gathering Agreement, and (ii) the

Dedicated Instruments, whether now owned or hereafter acquired, and any and all additional right, title, interest, or claim of every kind and character of Shipper in (x) land within the area described on Exhibit C – Part 1 of the Catarina Gathering Agreement or (y) the Dedicated Instruments, and Gas production therefrom, and all interests in any wells, whether now existing or drilled hereafter, on, or completed on, lands covered by a Dedicated Instrument or within the area described on Exhibit C – Part 1 of the Catarina Gathering Agreement.

“Raptor Plant” shall mean that certain Raptor gas processing plant owned by Carnero G&P LLC in LaSalle County, Texas.

2. Subject to the terms and conditions of the Transportation Agreement, (i) Shipper has committed and dedicated to Transporter for transportation on Transporter’s System all volumes of Residue Gas owned or Controlled by Shipper or its Affiliates (other than SN EF Maverick, LLC) that are produced from natural gas delivered to Shipper under the Catarina Gathering Agreement at the tailgate of the Raptor Plant and specifically excluding gas that is processed at any of the Carnero G&P, LLC processing plants in Bee County, Texas (the “Dedicated Gas”), (ii) Shipper has committed to deliver, or cause to be delivered, all Dedicated Gas to Transporter at the Receipt Point(s), and (iii) Shipper has committed and dedicated to Transporter all of Shipper’s and its Affiliates’ (other than SN EF Maverick, LLC’s) right, title, and interests in and to the Dedicated Acreage, to support Shipper’s performance of its obligations provided in Section 1.1(a) of the Transportation Agreement.

3. Transporter has agreed to accept, receive and redeliver the Dedicated Gas for fees and on and subject to the terms and conditions provided in the Transportation Agreement.

4. The dedication and commitment with respect to the Dedicated Gas made by Shipper under the Transportation Agreement, along with the provisions of Section 1.1(a) of the Transportation Agreement, is a covenant running with the land. The Transportation Agreement, along with all renewals, extensions, amendments, and supplements, and all rights, title and interests contained therein, shall be binding upon and inure to the benefit of the Parties, and their successors and permitted assigns. Any assignment, sale, transfer or conveyance by Shipper or its Affiliates (other than SN EF Maverick, LLC) of any interests in the Dedicated Acreage shall be subject to the dedication under the Transportation Agreement and Shipper shall require that the assignee of any such interests agree in writing to expressly ratify the Transportation Agreement and assume and discharge the duties and obligations of Shipper under the Transportation Agreement with respect to such interests acquired from and assigned by Shipper or its Affiliates (other than SN EF Maverick, LLC); and such assigned interests shall be Dedicated Acreage. Any Person which shall succeed by purchase, merger or consolidation with Shipper or Transporter and their respective successors in interest shall be subject to the obligations of its predecessor under the Transportation Agreement.

5. Should any person or firm desire additional information, said person or firm should contact:

Shipper:
SN Catarina, LLC

Transporter:
Seco Pipeline, LLC

Attn: General Counsel
Pennzoil Place
700 Milam St., Suite 600
Houston, Texas 77002
Phone: (713) 756-2700

c/o Sanchez Midstream Partners LP
1360 Post Oak Blvd, Suite 2400
Houston, TX 77056
Attn: Chief Financial Officer
Email: cward@sanchezmidstream.com

and, subject to an appropriate confidentiality agreement, any person may receive a copy of the Transportation Agreement upon written request to such person at such address.

6. The Transportation Agreement became effective on the Effective Date and will remain in full force and effect until March 31, 2033 (the "Primary Term") unless terminated earlier in accordance with such agreement. Upon the expiration of the Primary Term, the Transportation Agreement shall renew automatically for additional terms of one (1) year each thereafter (each, a "Renewal Term") on the existing terms (including the then-existing rates), unless terminated by either Party to the other Party upon at least one hundred eighty (180) Days' written notice prior to the end of the Primary Term or any Renewal Term, as applicable. Upon termination of the Transportation Agreement, Shipper and Transporter shall file of record a release and termination of the Transportation Agreement and this Memorandum as to the commitment and dedication described herein.

7. This Memorandum is executed and recorded solely for the purpose of giving notice and shall not amend or modify the Transportation Agreement in any way. This Memorandum shall be binding upon and shall inure to the benefit of the Parties, and to their respective heirs, devisees, legal representatives, successors and permitted assigns.

[Signature and acknowledgment pages follow.]

Exhibit D-4

IN WITNESS WHEREOF, the Parties have executed this Memorandum to be effective as of Effective Date.

SHIPPER:

SN CATARINA, LLC

By: _____

Name:

Title:

STATE OF TEXAS

COUNTY OF HARRIS, TO-WIT:

I, the undersigned, a notary public of the said county, do hereby certify that on this [] day of [], 2020, before me personally appeared [], who acknowledged himself to be the [], of SN Catarina, LLC, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as said officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____
(Notarial Seal)

Signature and Acknowledgment
Page Exhibit D-5

TRANSPORTER:

SECO PIPELINE, LLC

By: _____

Name:

Title:

STATE OF TEXAS

COUNTY OF HARRIS, TO-WIT:

I, the undersigned, a notary public of the said county, do hereby certify that on this [] day of [], 2020, before me personally appeared [], who acknowledged himself to be the [], of Seco Pipeline, LLC, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as said officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____
(Notarial Seal)

Signature and Acknowledgment
Page Exhibit D-6

Exhibit A

To

MEMORANDUM OF FIRM TRANSPORTATION SERVICE AGREEMENT

Dedicated Instruments

[Attached.]

Exhibit D-7

Certain portions of this exhibit (indicated by “[***]”) have been omitted pursuant to Item 601(b)(10) of Regulation S-K. Such excluded information is not material and would likely cause competitive harm to the registrant if publicly disclosed.

FIRM TRANSPORTATION SERVICE AGREEMENT

THIS FIRM TRANSPORTATION SERVICE AGREEMENT (this “Agreement”) is dated the Approval Date but effective as of the Closing Date (the “Effective Date”) by and between **SECO PIPELINE, LLC**, a Delaware limited liability company (“Transporter”), and **SN EF MAVERICK, LLC**, a Delaware limited liability company (“Shipper”). Transporter and Shipper may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.” Capitalized terms used in the Agreement but not defined herein shall have the meanings given to them in Exhibit A.

WHEREAS, Transporter has pipeline facilities located wholly within the State of Texas, and is willing to receive and transport certain quantities of natural gas on a Firm basis and/or Interruptible basis, as applicable, on Transporter’s Seco Pipeline system located in LaSalle and Webb Counties, Texas, as further described on Exhibit B (“Transporter’s System”); and

WHEREAS, Transporter and Shipper desire to enter into an agreement providing for the transportation by Transporter of certain quantities of processed natural gas from Receipt Point(s) located in Texas to Delivery Point(s) located in Texas; and

WHEREAS, Transporter is agreeable to receiving, transporting and delivering such processed natural gas delivered by Shipper in accordance with the terms and conditions hereinafter set forth; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto mutually covenant and agree as follows:

ARTICLE I **SHIPPER’S GAS**

1.1 *Shipper’s Gas.*

(a) Subject to the terms and conditions of this Agreement, Shipper hereby commits and dedicates to Transporter for transportation on Transporter’s System all volumes of Residue Gas owned or Controlled by Shipper or its Affiliates (other than SN Catarina, LLC) that are produced from natural gas delivered to Shipper under the Comanche Gathering Agreement at the tailgate of the Raptor Plant (the “Dedicated Gas”). Shipper shall deliver, or cause to be delivered, all Dedicated Gas to Transporter at the Receipt Point(s). Shipper commits and dedicates to Transporter all of Shipper’s and its Affiliates (other than SN Catarina, LLC) right, title, and interests in and to the Dedicated Reserves, to support Shipper’s performance of its obligations provided for in this Section 1.1(a).

(b) In addition to the Dedicated Gas, Shipper hereby agrees to use commercially reasonable efforts to deliver or cause to be delivered, hereunder to Transporter for transportation on Transporter’s System under this Agreement, all volumes of Residue Gas that are owned or Controlled by Shipper or its Affiliates (other than SN Catarina, LLC) that are not Dedicated Gas but are received by Shipper or its Affiliates (other than SN Catarina, LLC) at the tailgate of the Raptor Plant (the “Additional Gas”, and together with the Dedicated Gas, “Shipper’s Gas”).

1.2 **Receipt.**

(a) Subject to the terms and conditions of this Agreement, Transporter agrees to accept and receive, up to one hundred percent (100%) of the quantity of Shipper's Gas tendered by Shipper or its designee each Day during the Term of this Agreement at the Receipt Point(s), not to exceed the greater of (i) the maximum Residue Gas capacity at the Raptor Plant or (ii) two hundred (200) MMBtu per Day (such greater amount, the "Maximum Daily Quantity"), and to transport for Shipper such quantity of Shipper's Gas on Transporter's System on a Firm basis.

(b) Transporter agrees to use commercially reasonable efforts to, accept and receive, Shipper's Gas tendered by Shipper or its designee in excess of the Maximum Daily Quantity, each Day during the Term of this Agreement at the Receipt Point(s), and to transport for Shipper such quantity of Shipper's Gas on Transporter's System on an Interruptible basis.

(c) Transporter's acceptance and receipt of Shipper's Gas is expressly subject to the operational considerations and capacity constraints as set forth in Article VIII of this Agreement, and such Gas meeting the quality specifications as set forth in Article IV of Exhibit A.

1.3 **Delivery.**

(a) During the Term of this Agreement, Transporter shall deliver and Shipper shall accept or cause to be accepted at the Delivery Point(s), a quantity of natural gas equivalent, on a MMBtu basis, to the sum of the quantities of Shipper's Gas accepted and received by Transporter at the Receipt Point(s) for transportation hereunder in accordance with Section 1.1, less Shipper's pro-rata share of actual fuel, including actual fuel equivalents, and losses incurred on Transporter's System ("Shipper's FL&U"). Shipper's FL&U shall not exceed one percent (1%) of the volume of Residue Gas received by Transporter at the Receipt Point(s) each Month.

(b) Notwithstanding anything to the contrary in this Agreement, Transporter has the right to commingle Shipper's Residue Gas with other Gas or Residue Gas in Transporter's System and to deliver Residue Gas at the Delivery Point(s) that is of the same or similar quality as that received at the Receipt Point(s), and the right to cease taking deliveries of Residue Gas so long as Transporter, in its sole opinion, determines that due to operations of Shipper, its agents, representatives, or contractors, a dangerous or unsafe condition exists. Upon Transporter's giving notice of any such cessation and continuing until such condition is remedied to Transporter's satisfaction, Transporter shall not be obligated to accept delivery of Shipper's Gas.

1.4 ***Covenant Running with the Land; Assignment of Interests.*** So long as this Agreement is in effect, the dedication and commitment with respect to the Dedicated Gas made by Shipper under this Agreement, along with the provisions of Section 1.1(a), is a covenant running with the land. This Agreement, along with all renewals, extensions, amendments, and supplements, and all rights, title and interests contained herein, shall be binding upon and inure to the benefit of the Parties, and their successors and permitted assigns. Any assignment, sale, transfer or conveyance by Shipper or its Affiliates (other than SN Catarina, LLC) of any interests in the Dedicated Reserves shall be subject to the dedication under this Agreement and Shipper shall require that the assignee of any such interests agree in writing to expressly ratify this Agreement and assume and discharge the duties and obligations of Shipper or its Affiliates (other

than SN Catarina, LLC) under this Agreement with respect to such interests acquired from and assigned by Shipper; and such assigned interests shall be Dedicated Reserves. Any Person which shall succeed by purchase, merger or consolidation with Shipper or Transporter and their respective successors in interest shall be subject to the obligations of its predecessor under this Agreement.

1.5 **Memorandum of Agreement.** Contemporaneously with the execution of this Agreement and from time to time during the Term, the Parties will execute, acknowledge, deliver and record a “short form” memorandum of this Agreement substantially in the form of Exhibit C (“Memorandum of Agreement”) identifying the Dedicated Reserves, which Shipper will file of record in the real property records of each county that contains Dedicated Reserves. Notwithstanding the foregoing, Transporter shall also have the right to file and record such memorandum of this Agreement and any necessary supporting documents or instruments in the real property records of each county that contains Dedicated Reserves.

ARTICLE II
TRANSPORTATION SERVICES

2.1 **Receipt Point(s).** The receipt point(s) at which Shipper shall tender Residue Gas to Transporter for transportation is described in Exhibit B to this Agreement (the “Receipt Point(s)”). The delivery pressure and other pertinent factors applicable to the Receipt Point(s) are set forth in Exhibit B.

2.2 **Delivery Point(s).** The delivery point(s) at which Transporter shall deliver hereunder is described in Exhibit B (the “Delivery Point(s)”). The delivery pressure and other pertinent factors applicable to the Delivery Point(s) are set forth in Exhibit B.

2.3 **Title.** Except as expressly provided for in this Agreement, title to Shipper’s Gas delivered to Transporter under this Agreement will remain with Shipper or Shipper’s customers at all times.

2.4 **Substances Recovered in Pipeline.** All substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, except substances expressly reserved for Shipper, that Transporter recovers in the course of transporting the quantities of Shipper’s Gas tendered hereunder will be Transporter’s sole property and Transporter will not be obligated to account to Shipper for any value, whether or not realized by Transporter, that may attach, or be said to attach, to such substances.

2.5 **Residue Gas.** All references to Gas with respect to Transporter’s obligation to receive, transport, and/or deliver Gas hereunder shall be read as references to Residue Gas.

ARTICLE III
FEE(S)

3.1 **Fee(s).** Upon the commencement of service hereunder, Shipper shall pay Transporter, for the transportation services rendered hereunder from the Receipt Point(s) to the Delivery Point(s), the fee(s) set forth in Exhibit B.

3.2 **Annual Rate Escalation.** Effective on each anniversary of the Effective Date through the Term of this Agreement, the Transportation Fee set forth in Exhibit B and all other fees for services by Transporter in accordance with this Agreement shall be adjusted by the product of the rate then in effect multiplied by the percentage increase (if any) between the Consumer Price Index (All Urban Consumers (CPI-U); U.S. City Average; All items, 1982-1984 reference base), issued by the United States Department of Labor, Bureau of Labor Statistics (“BLS”) (the “CPI”) for January of the current year and the CPI for January of the immediately preceding year; *provided* that in no event shall the fees hereunder be increased by more than 3% from the fees in effect for the immediately preceding year, or decreased. If the 1982-1984 reference base is no longer used as the standard reference base by BLS, then the standard reference base shall be that established from time to time by BLS as the replacement for the CPI.

ARTICLE IV
REGULATORY REQUIREMENTS

4.1 **Regulatory Requirements.** The transportation arrangements provided for in this Agreement are subject to Texas Railroad Commission regulations, as amended from time to time.

ARTICLE V
TERM; TERMINATION

5.1 **Term.** This Agreement will become effective as of the Effective Date, and will remain in full force and effect until March 31, 2033 (such period, “Primary Term”). Unless otherwise terminated as provided in Section 5.2 of this Agreement or Section 9.2 of Exhibit A, upon the expiration of the Primary Term, this Agreement shall renew automatically for additional terms of one (1) year each thereafter (each, a “Renewal Term”) on the existing terms (including the then-existing rates), unless either Party elects to terminate this Agreement by written notice to the other Party no later than the date which is ninety (90) Days prior to the expiration of the Primary Term or any Renewal Term, as applicable. The period of time that this Agreement remains in effect pursuant to this Section 5.1 is referred to as the “Term”.

5.2 **Early Terminations.**

(a) If a Party is in Default, the non-defaulting Party may, in addition and without prejudice to any other remedies such non-defaulting Party may have under this Agreement or at law or in equity, suspend all performance under this Agreement or terminate this Agreement, in each case upon ten (10) Days’ prior written notice.

(b) The following shall constitute events of “Default” under this Agreement:

(i) if a Party fails to pay any amount due to the other Party when the same is due, and such Party's account remains delinquent beyond a twenty (20) Day period after written notice of failure to pay has been delivered to such Party, exclusive of any amounts subject to a good faith dispute pursuant to Section 5.3 of Exhibit A;

(ii) if a Party experiences an Insolvency Event; or

(iii) if such Party is in material breach of this Agreement (other than for failure to pay amounts due, which is addressed in clause (i) above), and that breach is not cured within forty-five (45) Days after receipt by such Party of written notice from the other Party asserting such breach.

5.3 ***Effect of Termination.*** Termination of this Agreement will not (i) relieve either Party of its respective obligation to correct any volume imbalances hereunder occurring prior to the termination, or (ii) relieve either Party of the obligation, if any, to pay monies due prior to or as of the termination of this Agreement to the other Party.

ARTICLE VI **NOTICES**

6.1 ***Notices.*** Any formal notice, request or demand that either Party gives to the other respecting this Agreement must be in writing and must be mailed by registered or certified mail or delivered in hand to the following address of the other Party or to such other address as a Party shall designate by formal written notice.

If to Shipper:

SN EF Maverick, LLC
Attn: General Counsel
Pennzoil Place
700 Milam St., Suite 600
Houston, Texas 77002
Phone: (713) 756 - 2700

If to Transporter:

Seco Pipeline, LLC
c/o Sanchez Midstream Partners LP
1360 Post Oak Blvd, Suite 2400
Houston, TX 77056
Attn: Chief Financial Officer
Email: cward@sanchezmidstream.com

6.2 ***Routine and Operating Communications.*** Routine communications should be provided by electronic means, whether via email or facsimile. Operating communications by telephone, facsimile or other mutually agreeable means will be considered as duly delivered with subsequent written confirmation.

ARTICLE VII **NOMINATIONS**

7.1 ***Nominations.*** Shipper shall submit to Transporter nominations for transportation service hereunder at least five (5) days prior to the beginning of each Month. Nominations shall detail the specific Receipt Point(s) and Delivery Point(s) for that volume. Shipper may submit any daily changes to such nomination by 10:00 a.m. Central Time on the Day immediately before the Day on which Shipper's Gas is desired to flow from time to time.

7.2 **Imbalances.** Shipper is responsible for Monthly nominations into pipelines downstream of the Delivery Point(s); and for reconciliation of daily and Monthly gas imbalances with such downstream pipelines. Shipper shall use reasonable efforts to minimize these imbalances and agrees to make nomination adjustments to both achieve a minimal imbalance at the end of each Month and resolve any existing imbalances in the following Month or as soon as practicable.

7.3 **Nomination Changes.** Transporter or Shipper shall notify the other Party (except if due to an event of Force Majeure) by written notice (which can be by fax or email) and make allowable intra-day changes consistent with industry standards.

ARTICLE VIII **OTHER OPERATING PROVISIONS**

8.1 **Disruptions to Firm Services.** Shipper's Gas entitled to Firm services under this Agreement may be, from time to time, interrupted, curtailed, or disrupted (herein, a "Disruption") to the extent reasonably necessary (as determined by Transporter acting in its reasonable discretion) for any of the following reasons: (i) safe operation of the Transporter's System, (ii) an ongoing event of Force Majeure affecting Transporter, (iii) subject to the Transporter's compliance with the other terms and conditions of this Agreement, the inability of a Receipt Point to receive Shipper's Gas, and (iv) upon reasonable advance notice of at least thirty (30) days' to Shipper for scheduled maintenance, expansions or modifications of Transporter's System from time to time, *provided that* with respect to item (iv) Transporter will reasonably cooperate with Shipper to minimize adverse effects due to such work. In the event of a Disruption, Transporter will give Shipper prompt notice with reasonable detail of the reason for the Disruption and a good faith estimate of the duration and extent of such Disruption. In such event Transporter shall not be in breach or default of its obligations under this Agreement and shall have no liability to Shipper in connection with or resulting from any such curtailment. When Transporter reestablishes the Firm service as to such volumes of Shipper's Gas interrupted or curtailed by a Disruption, Transporter shall give Shipper notice thereof and Shipper shall resume deliveries to Shipper of the affected volumes. For the avoidance of doubt, services provided by Transporter hereunder on an Interruptible basis may be interrupted, curtailed, disrupted or discontinued at any time at the sole discretion of Transporter, for no reason or any reason, including, without limitation, any Disruption set forth in this Section 8.1.

When Transporter reestablishes the Firm service as to such volumes of Shipper's Gas interrupted or curtailed by a Disruption, Transporter shall give Shipper notice thereof and Shipper shall resume deliveries to Shipper of the affected volumes. For the avoidance of doubt, services provided by Transporter hereunder on an Interruptible basis may be interrupted, curtailed, disrupted or discontinued at any time at the sole discretion of Transporter, for no reason or any reason, including, without limitation, any Disruption set forth in this Section 8.1.

- (a) Temporary Disruption. To the extent Transporter does not accept any portion of Shipper's Gas, such rejected Gas (the "Subject Gas") shall be immediately temporarily released from the dedication hereunder and Shipper may enter into short term interruptible arrangements with third parties for the transportation of such Subject Gas ("Temporary Arrangements"); provided that Shipper must again

deliver such Subject Gas to Transporter at the Receipt Points on the first (1st) Day of the Month immediately following after Shipper receives notice from Transporter that Transporter is able to accept the Subject Gas. Any of Shipper's Gas temporarily released from this Agreement shall not be Dedicated Gas hereunder; *provided, however*, that such Residue Gas shall become Dedicated Gas again at the conclusion of a temporary disruption. In such event Transporter shall not be in breach or default of its obligations under this Agreement and shall have no liability to Shipper in connection with or resulting from such Temporary Disruption.

- (b) Permanent Disruption. If, for any reason, excluding an event of Force Majeure, Transporter does not accept any portion of Shipper's Gas up to the Maximum Daily Quantity (such portion not accepted, the "Disruption Volumes") for more than one hundred fifty (150) Days out of any two hundred ten (210) Day period ("Permanent Disruption"), then the Disruption Volumes shall be permanently released from the dedication hereunder. Shipper, in its sole discretion, may enter into any alternative arrangements for the transportation of the Disruption Volumes. For the avoidance of doubt, this Section 8.1(b) shall not apply to any failure of Transporter to accept any portion of Shipper's Gas due to any action or inaction of Shipper.

8.2 **Capacity Curtailment.**

(a) Notwithstanding anything to the contrary in this Agreement, Transporter's acceptance and receipt of Shipper's Gas that is nominated and tendered by Shipper in accordance with this Agreement is subject to the physical capacity constraints on Transporter's System. If, on any Day, Transporter determines that the physical capacity of Transporter's System, or any portion thereof, is insufficient to serve all requests from its customers (including Shipper) for any reason, including without limitation any Disruptions, then Transporter has the right to schedule transportation in accordance with this Section 8.2 until all available capacity is allocated.

(b) Capacity on the Transporter's System shall be curtailed and allocated among applicable customers in accordance with the following:

(i) First, Transporter shall curtail all Gas received on an Interruptible basis (including all of Shipper's Gas exceeding the Maximum Daily Quantity) prior to curtailing Gas received on a Firm basis. If Transporter curtails Gas received on an Interruptible basis, Transporter shall allocate the capacity of Transporter's System available to Interruptible customers among such Interruptible customers, on a *pro rata* basis, based upon each such customer's request of capacity to the total capacity of Transporter's System available to Interruptible customers.

(ii) Second, if additional curtailments are required beyond clause 8.2(b)(i) above, Transporter shall curtail Gas received on a Firm basis (including Shipper's Gas up to the Maximum Daily Quantity). If Transporter curtails Gas received on a Firm basis (including Shipper's Gas up to the Maximum Daily Quantity), Transporter shall allocate the capacity of Transporter's System available to customers with Firm reserved capacity (including Shipper) on a *pro rata* basis based upon each such customer's ratio of its reserved capacity to the total reserved

capacity on Transporter's System. For the purposes of this Agreement, Customer's reserved capacity shall be the Maximum Daily Quantity.

ARTICLE IX
MISCELLANEOUS

9.1 ***Governing Law.*** This Agreement will be interpreted, construed, and governed by the laws of the State of Texas, without reference to conflicts of law principles thereof that might apply the laws of another jurisdiction.

9.2 ***Dispute Resolution.***

(a) The Parties desire to resolve any disputes related to this Agreement that may arise by mutual agreement, if possible. All disputes arising out of or relating to this Agreement that are not resolved by mutual agreement of the Parties shall be resolved using the provisions of this Section 9.2.

(b) If a dispute or disputes arise out of or relating to this Agreement, a Party shall give notice of the dispute(s) to the other Party, and each Party will appoint an employee to negotiate with the other Party concerning the dispute(s). If the dispute(s) have not been resolved by negotiation within thirty (30) Days of the initial dispute notice, the dispute(s) shall be exclusively and finally resolved by binding arbitration in Houston, Texas in accordance with the then current Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution ("Rules") and this Section 9.2.

(c) The arbitration shall be governed by the Rules, to the exclusion of any provision of state law inconsistent with them. The arbitration shall be initiated by a Party seeking arbitration by notice transmitted to the other Party or Parties to be involved.

(d) The Parties shall select one disinterested arbitrator with at least 10 years' experience in the midstream oil and gas industry and ten (10) years' experience with oil and gas law, and not previously employed by either Party or its Affiliates, and, if possible, shall be selected by agreement between the Parties. If the Parties cannot select an arbitrator by agreement within fifteen (15) Days of the date of the notice of arbitration, a qualified arbitrator will be selected in accordance with the Rules.

(e) If the dispute(s) involves an amount greater than \$150,000, the dispute(s) will be decided by a panel of three arbitrators with the above qualifications, one selected by each Party, and the third selected by the Party-appointed arbitrators, or in the absence of their agreement, pursuant to the Rules.

(f) The arbitrator(s) shall resolve the disputes and render a final award in accordance with the substantive law of the State of Texas.

(g) If arbitration is necessary to resolve a dispute, the arbitral tribunal is authorized to award costs and reasonable attorneys' fees or allocate them between the Parties, and the costs of

the arbitration proceedings, including reasonable attorneys' fees, shall be borne in the manner determined by the arbitral tribunal.

(h) The decision of the arbitrator(s) shall be final and binding on both Parties and shall set forth the reasons for the award in writing, and judgment on the arbitration award may be entered in any court having jurisdiction.

9.3 **Entire Agreement.** The Exhibits attached hereto are hereby incorporated by reference as part of this Agreement. This Agreement (including the Exhibits referenced in and attached to this Agreement) and the Memorandum of Agreement contain the entire agreement of Parties with respect to the matters addressed herein and therein, and supersede all prior negotiations, representations, understandings, agreements, contracts (whether oral or written) by and between Transporter and Shipper with respect to the subject matter herein. This Agreement and the Memorandum of Agreement will be amended only by an instrument in writing signed by both Parties. The Parties acknowledge that this Agreement and the Memorandum of Agreement will be deemed and considered for all purposes as prepared through the joint efforts of the Parties and will not be construed against a Party as a result of the preparation, submittal, negotiation or drafting thereof. Exhibit A and the General Terms and Conditions are hereby incorporate by reference as part of this Agreement.

9.4 **Mutual Waiver of Certain Remedies.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, OTHER THAN REASONABLE ATTORNEYS' FEES AND COURT COSTS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR FOR LOST OR DELAYED PRODUCTION OR LOST BUSINESS OPPORTUNITY, OR FOR BUSINESS LOSSES OR FOR ECONOMIC LOSSES OF THE OTHER PARTY ARISING OUT OF THIS AGREEMENT OR ANY BREACH HEREOF. THIS SECTION 9.4 WILL APPLY NOTWITHSTANDING THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, OR OTHER FAULT OR RESPONSIBILITY OF THE PARTY WHOSE LIABILITY IS WAIVED BY THIS PROVISION, OR ANY OTHER EVENT OR CONDITION, WHETHER ANTICIPATED OR UNANTICIPATED, AND REGARDLESS OF WHETHER PRE-EXISTING PRIOR TO THE DATE OF THIS AGREEMENT.

9.5 **Shippers' Representative.**

(a) To the extent that Shipper is appointed as the representative of a Comanche Shipper pursuant to a Ratification Agreement, Transporter agrees that Shipper is such Comanche Shipper's representative (collectively, the "Shippers' Representative") with respect to all matters arising under this Agreement.

- (i) Transporter may act, and shall be fully protected in acting, in reliance upon any and all acts and things done and performed by or agreements made with respect to all matters dealt with herein by Shippers' Representative on behalf of each Person included within the definition of Shipper or Comanche Shipper as fully and with the same effect as though each such

Person had done, performed, made or executed the same. Shipper hereby indemnifies Transporter against and holds Transporter harmless from any and all damages arising out of or in any way related to Transporter's reliance upon the foregoing sentence.

- (ii) Shipper may change Shippers' Representative designated above, or designate a new Shippers' Representative from time to time by delivery of written notice of change and designation to Transporter
- (iii) Shippers' Representative so designated shall have and may exercise all power and authority therein granted with like effect as though originally named as the Shippers' Representative.

(b) Notwithstanding the terms of Section 9.5(a) above, the obligations of each Comanche Shipper shall be several and not joint to the extent of the Shipper's Share, as set forth in the Ratification Agreement.

(c) Transporter agrees that, without prejudice to any other rights it may have in respect of any Default by Shipper, Transporter will not suspend performance under, take any enforcement action or exercise any remedy in respect of, or otherwise terminate, this Agreement due to any default by Shipper that is capable of being cured by the Comanche Shippers without first notifying each Comanche Shipper in writing of the nature and details of such default with reasonable specificity and providing each Comanche Shipper thirty (30) days (or in the case of a payment default, fifteen (15) days) following such Comanche Shipper's receipt of such notice to cure such default to the extent arising out of or attributable to its Shipper's Share (as defined in the applicable Ratification Agreement) of such responsibilities and obligations. If a Comanche Shipper cures the default within such thirty (30) day (or in the case of a payment default, fifteen (15) day) period in accordance with the terms of this Agreement, then as to such Comanche Shipper, the default will be deemed cured in accordance with this Agreement and Shipper and Transporter will not have any further right against such Comanche Shipper (to the extent arising due to the cured default) to suspend performance under, take any enforcement action or exercise any remedy in respect of, or otherwise terminate, this Agreement with respect to such Comanche Shipper. For clarity, Transporter may provide the notice required by this paragraph to the Comanche Shippers concurrently with or after notices provided to Shipper under Section 6.1.

[Signature Page Follows.]

The Parties have executed this Agreement as of the Effective Date.

SHIPPER:

TRANSPORTER:

SN EF MAVERICK, LLC

SECO PIPELINE, LLC

By: /s/ Mohsin Meghji
Name: Mohsin Meghji
Title: Chief Restructuring Officer

By: /s/ Gerald F. Willinger
Name: Gerald F. Willinger
Title: Chief Executive Officer

[Signature Page to Firm Transportation Service Agreement (Comanche)]

EXHIBIT A
GENERAL TERMS AND CONDITIONS

ARTICLE I
DEFINITIONS

Except in those certain instances where the context states another meaning, the following terms when used in the Agreement and all Exhibits thereto have the meaning stated:

1.1 “**Additional Gas**” shall have the meaning set forth in Section 1.1(b) of the Agreement.

1.2 “**Affiliate**” shall mean when used with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. As used herein, “control” means possessing, directly or indirectly, the power to direct or cause the direction of the management and policies of any such relevant Person by ownership of voting interest, by contract or otherwise; provided, however, that solely having the power to act as the operator of a Person’s day-to-day commercial operations, without otherwise having the direct or indirect power to direct or cause the direction of the management and policies of such Person, shall not satisfy the foregoing definition of “control”. Notwithstanding anything to the contrary herein, in no event shall Transporter or any of its subsidiaries be deemed to be an Affiliate of Shipper or any of its subsidiaries.

1.3 “**Approval Date**” means the date on which the Bankruptcy Court enters the Approval Order.

1.4 “**Approval Order**” means an order of the Bankruptcy Court reasonably acceptable to the parties to the Settlement Agreement, entered pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, approving the Settlement Agreement, which order has not been reversed, vacated or stayed.

1.5 “**Assumed Obligations**” shall have the meaning set forth in Section 10.2 of this Exhibit A.

1.6 “**Bankruptcy Cases**” means the chapter 11 cases of the Debtors pending before the Bankruptcy Court, styled *In re Sanchez Energy Corporation, et al.*, Case No. 19-34508 (MI) (Bankr. S.D. Tex.) (Jointly Administered).

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

1.8 “**BLS**” shall have the meaning set forth in Section 3.2 of the Agreement.

1.9 “**Btu**” shall mean British thermal unit.

1.10 “**Closing Date**” means the date the Closing Notice is executed and filed with the Bankruptcy Court.

1.11 “**Closing Notice**” means a notice of the occurrence of Closing (as defined in the Settlement Agreement and attached thereto as Exhibit G).

1.12 “**Comanche Gathering Agreement**” shall mean that certain Firm Gas Gathering, Processing and Purchase Agreement, dated effective as of April 1, 2018, by and between Shipper and Carnero G&P LLC, a Delaware limited liability company, as amended by that certain Amendment to certain Firm Gas Gathering, Processing and Purchase Agreement, dated effective as of April 1 2018, and as the same may be further amended from time to time.

1.13 “**Comanche Shippers**” means (i) Producer and (ii) each of SN EF UnSub, LP, Eagle Ford TX LP, Venado EF L.P., Gavilan Resources, LLC, Mitsui E&P Texas LP and their respective Affiliates, successors and assigns that delivers Gas to Transporter from the Dedicated Reserves under one or more Ratification Agreements.

1.14 “**Control**” (including its derivatives and similar terms) means (a) with respect to any Person, possessing, directly or indirectly, the power to direct or cause the direction of the management and policies of any such relevant Person by ownership of voting interest, by contract or otherwise; provided, however, that solely having the power to act as the operator of a Person’s day-to-day commercial operations, without otherwise having the direct or indirect power to direct or cause the direction of the management and policies of such Person, shall not satisfy the foregoing definition of “Control” and (b) with respect to any Gas, such Gas with respect to which Shipper has the contractual right or obligation (pursuant to a marketing, gathering, transportation, processing, agency, operating, unit or similar agreement) to market, gather, transport or process such Gas and Shipper elects or is obligated to market, gather, transport or process such Gas.

1.15 “**CPI**” shall have the meaning set forth in Section 3.2 of the Agreement.

1.16 “**Day**” shall mean the period of twenty-four (24) consecutive hours beginning at 9:00 a.m. Central Time on any calendar day and ending at 9:00 a.m. Central Time on the calendar day immediately following.

1.17 “**Debtors**” means, collectively, prior to the Effective Date, Sanchez Energy Corporation and each of its direct and indirect subsidiaries that are debtors and debtors-in-possession in the Bankruptcy Cases, including SN EF Maverick, LLC and SN Catarina, LLC, and, after the Effective Date, such entities as reorganized pursuant to the Plan.

1.18 “**Dedicated Gas**” shall have the meaning set forth in Section 1.1(a) of the Agreement.

1.19 “**Dedicated Reserves**” shall mean the interest of Shipper in all Gas reserves in and under, and all Gas owned or Controlled by Shipper or which Shipper produced or delivered from lands within the area described on Exhibit D of the Comanche Gathering Agreement, whether now owned or hereafter acquired, and any and all additional right, title, interest, or claim of every kind and character of Shipper or its Affiliates in land within the area described on Exhibit D of the Comanche Gathering Agreement, and Gas production therefrom, and all interests in any wells, whether now existing or drilled hereafter, on, or completed on, lands within the area described on Exhibit D of the Comanche Gathering Agreement.

1.20 “**Default**” shall have the meaning set forth in Section 5.2(b) of the Agreement.

1.21 “**Disruption**” or “**Disruptions**” shall have the meaning set forth in Section 8.1 of the Agreement.

1.22 “**Firm**” shall mean service on Transporter’s System that may not be curtailed, interrupted or discontinued, subject, however, to the Disruptions set forth in Article VIII of the Agreement.

1.23 “**Gas**” shall mean natural gas produced from gas wells and gas produced in association with oil (casinghead gas).

1.24 “**Governmental Authority**” shall mean any legislature, court, tribunal, arbitrator or arbitral body, authority, agency, commission, division, board, bureau, branch, official or other instrumentality of the U.S., or any domestic state, county, city, tribal or other political subdivision, governmental department or similar governing entity, and including any governmental, quasi-governmental or non-governmental body exercising similar powers of authority.

1.25 “**Heating Value**” shall mean the gross number of British thermal units (Btu’s) which would be contained in the volume of one (1) cubic foot of gas at a temperature of sixty degrees (60°) Fahrenheit, when saturated with water vapor and under a pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute and adjusted to reflect the actual water vapor content of the gas delivered; however, if the water vapor content is seven (7) pounds per million cubic feet or less, the gas shall be deemed dry.

1.26 “**Insolvency Event**” shall mean, with respect to any Person, such Person (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) institutes or has instituted against it, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or a regulator, supervisor or similar official, in each case which is not dismissed, discharged, stayed or restrained in each case within fifteen (15) Days of the institution or presentation thereof; (v) has a resolution passed for its winding-up, dissolution or liquidation (other than pursuant to a consolidation, amalgamation or merger); (vi) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vii) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen (15) days thereafter; (viii) causes or is subject to any event with respect to it that, under applicable law, has an analogous effect to any of the events specified in clauses (i) to (vii) above (inclusive); or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

1.27 “**Interruptible**” shall mean service on Transporter’s System that may be curtailed, interrupted or discontinued at any time, at the sole discretion of Transporter, for any reason or no reason, without liability, obligation or penalty of any kind.

1.28 “**Maximum Daily Quantity**” shall have the meaning set forth in Section 1.2(a) of the Agreement.

1.29 “**Mcf**” shall mean One thousand (1,000) cubic feet.

1.30 “**Memorandum of Agreement**” shall have the meaning set forth in Section 1.5 of the Agreement.

1.31 “**MMBtu**” shall mean one million (1,000,000) Btu.

1.32 “**Month**” shall mean the period beginning at 9:00 a.m. Central Time on the first day of a calendar month and ending at 9:00 a.m. Central Time on the first day of the calendar month immediately following, except that the first month shall begin on the date of initial deliveries of natural gas hereunder and shall end at 9:00 a.m. Central Time on the first day of the calendar month immediately following.

1.33 “**Permanent Disruption**” shall have the meaning set forth in Section 8.1(b).

1.34 “**Person**” shall include any individual, firm, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, or Governmental Authority.

1.35 “**Plan**” means the *Second Amended Joint Chapter 11 Plan of Reorganization of Sanchez Energy Corporation and its Debtor Affiliates*, dated as of April 30, 2020 [DKT. #1205], as amended or modified from time to time.

1.36 “**Primary Term**” shall have the meaning set forth in Section 5.1 of the Agreement.

1.37 “**psia**” shall mean pounds per square inch absolute.

1.38 “**psig**” shall mean pounds per square inch gauge.

1.39 “**Raptor Plant**” shall mean that certain Raptor gas processing plant owned by Carnero G&P LLC in LaSalle County, Texas.

1.40 “**Ratification Agreement**” shall mean an agreement executed by a Comanche Shipper ratifying or otherwise committing such Comanche Shipper to the performance of this Agreement, and on terms mutually agreeable to Transporter and the applicable Comanche Shipper.

1.41 “**Renewal Term**” shall have the meaning set forth in Section 5.1 of the Agreement.

1.42 “**Residue Gas**” shall mean the gaseous portion of Gas that remains after the extraction and/or removal therefrom of liquefiable hydrocarbons or other constituents, shrinkage,

fuel gas used to operate the processing facilities, and flare, vented and/or or lost and unaccounted for gas that may be incurred in the operation of the processing facilities.

1.43 “**Rules**” shall have the meaning set forth in Section 9.2(b) of the Agreement.

1.44 “**Settlement Agreement**” means that certain Settlement Agreement, dated as of June 6, 2020, by and among the Debtors, Catarina Midstream LLC, Carnero G&P LLC, Seco Pipeline, LLC, Sanchez Midstream Partners, LP and TPL SouthTex Processing Company LP.

1.45 “**Shipper’s FL&U**” shall have the meaning set forth in Section 1.3(a) of the Agreement.

1.46 “**Shipper’s Gas**” shall have the meaning set forth in Section 1.1 of the Agreement.

1.47 “**Subject Gas**” shall have the meaning set forth in Section 8.1(a) of the Agreement.

1.48 “**Temporary Arrangements**” shall have the meaning set forth in Section 8.1(a).

1.49 “**Term**” shall have the meaning set forth in Section 5.1 of the Agreement.

ARTICLE II **MEASUREMENT AND TESTS**

The measurement and tests for quality of Gas delivered hereunder will be governed by the following:

2.1 The volume will be measured by meters installed, maintained and operated by or on behalf of Transporter. Computations shall be made in accordance with industry practice.

2.2 For the purpose of measurement, and meter calibration, the atmospheric (Barometric) pressure will be in accordance with AGA Report No. 3/API 14.3, as it is now and from time to time may be revised.

2.3 The unit of volume for purposes of measurement will be one (1) cubic foot of gas at a temperature base of sixty degrees (60°) Fahrenheit and at a pressure base of fourteen and seventy-three hundredths (14.73) psia.

2.4 The temperature will be adjusted to standard conditions by a compensation device included with the meter. Corrections will be made in accordance with industry practice.

2.5 Specific gravity will be determined with accuracy to the nearest one-thousandth by taking samples of the Gas at the Receipt Point(s) at such times as may be determined to be necessary in practice by the use of an instrument commonly used and accepted in the industry.

2.6 Tests for carbon dioxide, sulfur, and hydrogen sulfide content of the Gas delivered hereunder will be made by approved standard methods from time to time as requested by either Party, but not more often than once each Month.

2.7 All measuring equipment, housing devices, and materials shall be of standard manufacture and will, with all related equipment, appliances and buildings, be installed, maintained, and furnished by Transporter or its designee at Transporter's expense. Shipper may install and operate checkmeasuring equipment, which will not interfere with the use of Transporter's equipment. All testing equipment shall be of standard manufacture and will be maintained, operated and furnished by Transporter or its designee at Transporter's expense.

2.8 The accuracy of Transporter's measuring and testing equipment will be verified by Transporter at necessary intervals, to ensure accurate measurement. Tests for quality of the Gas may be made at the time of equipment testing, or at other times, as deemed necessary by Transporter. Notice of the time and nature of each test shall be provided to Shipper sufficiently in advance to permit Shipper to have a representative present. Measuring and testing equipment will be tested by reasonable means and methods in the presence of representatives of both Shipper and Transporter, if present. If Shipper fails to have a representative present after proper notice, the results of such tests will be provided to Shipper and will nevertheless be considered accurate until the next test. All tests will be made at Transporter's expense, except that Shipper will bear the expense of tests made at its request, if the inaccuracy found is one percent (1%) or less.

2.9 If at any time any of the measuring or testing equipment is found to be out of service, or registering inaccurately in any percentage, it will be adjusted at once to read accurately within the limits prescribed by the manufacturer. If any measuring equipment shall be found to be inaccurate by an amount exceeding one percent (1%) at a reading corresponding to the average hourly rate of flow for the period since the last preceding test, the previous reading of such equipment will be disregarded for any period definitely known or agreed upon or if not so known or agreed upon for a period of sixteen (16) Days or one-half (1/2) of the elapsed time since the last test, whichever is shorter. The volume of Gas delivered during such period will be estimated by:

- (a) using the data recorded by any check-measuring equipment if installed and accurately registering;
or
- (b) if the check measuring equipment is not installed or registering accurately by correcting the error if the percentage of error is ascertainable by calibration test or mathematical calculation; or
- (c) if neither such method is feasible, by estimating the quantity, or quality, delivered based upon deliveries under similar conditions during a period when the equipment was registering accurately;
and

provided, that, no corrections will be made for recorded inaccuracies of two percent (2%) or less.

2.10 Shipper and Transporter will have the right to inspect equipment installed or furnished by the other, and the charts and other measurement or testing data of the other, at all times during business hours, but the reading, calibration and adjustment of such equipment and changing of charts will be done only by the Party owning such equipment. Each Party will preserve all original test data, charts and other similar records in such Party's possession for a period of at least two (2) years.

ARTICLE III
DELIVERY PRESSURE AND COMPRESSION

3.1 All Gas delivered by or for the account of Shipper to Transporter hereunder must be delivered at pressures as may be needed to enter Transporter's System against the working pressures maintained therein from time to time, but not to exceed the pressure required to sustain the redelivery pressure specified in Section 3.2 below or the maximum pressure set forth on Exhibit B of the Agreement.

3.2 All Gas delivered by Transporter to Shipper or Shipper's designee hereunder must be delivered at pressures sufficient to enter Shipper's or Shipper's designee's facilities against a working pressure maintained therein from time to time.

3.3 Notwithstanding the other provisions of the Agreement, neither Transporter nor Shipper shall be required to provide compression to effectuate the delivery or redelivery of gas pursuant in this Agreement.

ARTICLE IV
QUALITY

4.1 All Gas delivered to Transporter at the Receipt Point under this Agreement will comply with the following specifications:

- (a) Water Vapor: The Gas will not have a water vapor content in excess of seven (7) pounds per Mcf of Gas.
- (b) Hydrogen Sulfide: Subject to provisions of Section 4.1(h) hereof, the Gas will not contain more than one-quarter (1/4) grain of hydrogen sulfide per one hundred (100) cubic feet of Gas, as determined by quantitative tests.
- (c) Total Sulfur: Subject to provisions of Section 4.1(h) hereof, the Gas will not contain more than five (5) grains of total sulfur per one hundred (100) cubic feet of Gas, as determined by quantitative tests.
- (d) Temperature: The Gas will not have a temperature less than forty (40) degrees Fahrenheit or more than one hundred twenty (120) degrees Fahrenheit.
- (e) Carbon Dioxide: Subject to provisions of Section 4.1(h) hereof, the Gas will not contain more than two percent (2%) by volume of carbon dioxide.
- (f) Oxygen: Subject to provisions of Section 4.1(h) hereof, the Gas will not contain more than ten (10) parts per million of oxygen by volume.
- (g) Nitrogen: Subject to provisions of Section 4.1(h) hereof, the Gas will not contain more than two percent (2%) by volume of nitrogen.
- (h) Non-hydrocarbons: Notwithstanding the foregoing provisions of this Section 4.1 to the contrary, the Gas will not contain more than three percent (3%) by volume

of total nonhydrocarbons, which will include, but not be limited to, water hydrogen sulfide, sulfur, carbon dioxide, oxygen and nitrogen.

- (i) Objectionable Liquids and Solids and Dilution: The Gas will be free of objectionable liquids and solids, will not contain any hydrocarbons which might condense to free liquids in the pipeline under normal pipeline conditions and will be commercially free from dust, gums, gum-forming constituents, and other liquids or solid matter which might become separated from the Gas in the course of transportation through pipelines.
- (j) Gross Heating Value: The gas will contain a Gross Heating Value of at least nine hundred fifty (950) Btu per cubic foot, but not greater than one thousand and fifty (1050) Btu per cubic foot. The Gross Heating Value will be the number of Btus produced by the complete combustion of a cubic foot of Gas (excluding hydrogen sulfide) at a temperature base of sixty degrees (60°) Fahrenheit and a pressure base of fourteen and seventy-three hundredths (14.73) psia. Heating values shall be expressed in Btu per cubic foot and may be determined by calorimeter, calculation from compositional analysis or other acceptable industry practices and shall reflect the actual condition of the Gas on delivery as adjusted for pressure, water content, and compressibility unless otherwise prescribed by statute. For the purposes of making Btu calculations, the gas shall be considered saturated at the delivery conditions of pressure and temperature.

4.2 Provided that all Gas delivered by Shipper to Transporter at a Receipt Point meets all quality specifications as provided above, the Gas delivered by Transporter at the Delivery Point will meet the same quality specifications. If the quality specifications of the receiving pipeline at the Delivery Point are modified to include additional specifications or become more stringent than those in place as of the Effective Date, the quality specifications above will automatically be amended to include the additional or more stringent quality specifications, and Transporter will not be required to accept at the Receipt Point or deliver at the Delivery Point any Gas tendered by Shipper for transportation under this Agreement until Shipper conforms the Gas to such specifications. Upon mutual agreement, Transporter may conform Gas to meet the more stringent specifications of the receiving pipeline and charge a mutually agreeable fee for doing so.

4.3 If the Gas delivered at any Receipt Point fails to meet any of the quality specifications stated above, then Transporter will notify Shipper, and Shipper will make a diligent effort to correct the situation. Transporter will have the right to refuse to accept such Gas for so long as Shipper is unable to deliver Gas conforming to such specifications.

ARTICLE V **PAYMENTS**

5.1 After delivery of Gas has commenced, Transporter shall, on or before the 25th day of each Month, render to Shipper a statement showing the quantity of Gas delivered by Transporter to Shipper at the Delivery Point(s) and the amount owed Transporter for such deliveries during the Month preceding such notice. Shipper shall pay Transporter the amount so billed after the delivery of the statement by Transporter on or before the later of (i) the last day of the Month the statement

was received by Shipper, or (ii) ten (10) days after the statement was received by Shipper. All amounts due Transporter from Shipper, including penalties, are payable at the address of Transporter shown in Article VI of the Agreement.

5.2 If Shipper fails to pay any amount due Transporter when the same is due, interest thereon will accrue from, but excluding, the due date to, and including, the date payment thereof is actually made at the lesser of: (i) the maximum legal rate of interest permitted by applicable law, or (ii) the Prime Rate, plus 2%, computed on an annualized basis and compounded monthly. For purposes of this Section 5.2, the term "Prime Rate" means the prime rate as published in the *Wall Street Journal*, or any successor thereto, on the first date of publication for the calendar month in which payment is due. Transporter will render a late payment charge invoice and Shipper will make payment therefor within ten Days of the date of such invoice.

5.3 If any invoice is disputed by Shipper, Shipper will pay the undisputed amounts and will, within ten days from the date of Transporter's invoice, give Transporter written notification setting forth the disputed amount and the basis therefor. Shipper and Transporter will use reasonable diligence to resolve disputed amounts within thirty (30) days following written notification. If the undisputed amount is not paid when due, the undisputed amount will be subject to late payment charges as described above. Any disputed amount that later is determined to be due to Transporter will be subject to late payment charges from the original due date.

5.4 Each Party has the right at any and all reasonable times to examine the books and records of the other, to the extent necessary to verify the accuracy of any statement, charge, computation or demand made under this Agreement.

ARTICLE VI **TAXES**

6.1 Transporter shall pay or cause to be paid the taxes lawfully levied on Transporter, or otherwise to be borne contractually by Transporter and applicable to the Gas delivered hereunder prior to its delivery to Shipper or Shipper's designee at the Delivery Point(s). Shipper shall pay all taxes lawfully levied on Shipper applicable to such Gas after delivery to Shipper or Shipper's designee or otherwise to be borne contractually by Shipper under the terms of the Agreement.

ARTICLE VII **WARRANTY OF TITLE**

7.1 Shipper warrants title to all Gas delivered by it, that it has the right to same, and that such Gas is free from liens and adverse claims of every kind. Shipper shall pay or cause to be paid all sums due on the gathering or handling of the Gas delivered by Transporter. Shipper shall indemnify and save Transporter harmless from and against all taxes, payments, liens or other charges applicable to said Gas arising prior to its delivery to Transporter or Transporter's designee.

ARTICLE VIII
FORCE MAJEURE

8.1 Except for Shipper's obligations to make payments hereunder, neither Party will be liable for any failure to perform the terms of the Agreement when such failure is due to Force Majeure. The term "**Force Majeure**" as employed in this Agreement shall mean acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, arrests and restraint from rulers or people, interruptions or terminations by or as a result of government or court action or orders, or present and future valid orders of any regulatory body having jurisdiction, acts of the public enemy, wars, riots, blockades, insurrections, inability to secure or delay in securing labor or materials by reason of allocations promulgated by authorized governmental agencies, epidemics, landslides, lightning, earthquakes, fire, storm, floods, washouts, explosions, breakage or freezing of pipelines (so long as such breakage is not directly caused by Transporter), inability to obtain easement or rights-of-way, allocation or curtailment by third parties of downstream capacity, constraints on or physical disruptions to transportation downstream of and directly connected to Shipper's or Transporter's facilities used herein, refusal or other failure to accept Gas by Persons downstream of Transporter's facilities that are directly connected to Transporter's System or to any Delivery Point, the making of repairs or alterations to lines of pipe or plants, partial or entire failure of gas supply, failure or inability or any other cause, whether of the kind herein enumerated or otherwise not reasonably within the control of the Party claiming Force Majeure. The Force Majeure will, so far as possible, be remedied with all reasonable dispatch. The settlement of strikes or lockouts or industrial disputes or disturbances will be entirely within the discretion of the Party having the difficulty, and the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes, lockouts, or industrial disputes or disturbances by acceding to the demands of any opposing Party therein when such course is inadvisable in the discretion of the Party having the difficulty. A decision to close a facility due to business or economic conditions will not fall within the meaning of "force majeure."

8.2 If a Party claims Force Majeure that affects one or more Delivery Point(s), nothing herein will require the Party claiming Force Majeure to make deliveries or to take Gas at an alternative Delivery Point(s), not designated in **Exhibit B** of the Agreement.

ARTICLE IX
GOVERNMENTAL RULES, REGULATIONS AND AUTHORIZATION

9.1 This Agreement will be subject to all valid applicable state, local and federal laws, orders, directives, rules and regulations of any governmental body, agency or official having jurisdiction over this Agreement and the transportation of Gas hereunder.

9.2 If at any time during the Term of the Agreement, any Governmental Authority having jurisdiction over this Agreement and the transportation of Gas hereunder takes any action as to Transporter or Shipper or any third party transporter whereby the sale, transportation other handling (including compression or treating), delivery, receipt and use of Gas as contemplated hereunder is proscribed or subjected to terms, conditions, regulations, restraints, or price or rate controls, ceilings or limits that in the sole judgment of Transporter or Shipper are unduly or overly burdensome to that Party, such Party may at any time thereafter terminate this Agreement, upon

thirty (30) days written notice without further liability hereunder, except as to obligations (including but not limited to payment obligations) incurred prior to the time of such termination.

9.3 Shipper and Transporter agree to file or have filed in a timely manner all applications, affidavits, statements and notices required for sale, transportation and delivery of the Gas hereunder.

ARTICLE X **ASSIGNMENT**

10.1 The Agreement (including this Exhibit A and other Exhibits attached thereto), including, without limitation, any and all renewals, extensions, amendments and/or supplements hereto, will run with the land and will be binding upon and inure to the benefit of the successors and assigns of the Parties, *provided* that neither Party may assign or otherwise convey all or any portion of its right, title, or interest under this Agreement without obtaining the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned, or delayed, and any attempts to assign without such consent will be void *ab initio*. Notwithstanding the foregoing, (i) either Party may assign this Agreement to an Affiliate of such Party without the consent of the other Party, and (ii) either Party may pledge this Agreement to secure any credit facility or indebtedness of such Party or its Affiliates without the consent of the other Party.

10.2 Subject to Section 1.4 of the Agreement, if any transfer of the Agreement occurs, (i) the transferee (other than any grantee under any lien, pledge, encumbrance or security interest) shall assume in writing the obligations and liabilities of the transferor under this Agreement, and (ii) no transfer or succession to the interest of Shipper hereunder, wholly or partially, shall affect or bind Transporter until the first of the month following the date Transporter has received a copy of the recorded transfer document or other proof satisfactory to Transporter that the claimant is legally entitled to such interest.

ARTICLE XI **AGENCY DESIGNATION**

11.1 Shipper may designate an agent, which may be Transporter, to nominate and schedule transportation service on Shipper's behalf. Shipper shall notify Transporter in writing of the designated agent, if any.

11.2 Transporter is authorized to rely on nominations and scheduling information provided by Shipper's agent. By designating an agent, Shipper agrees to indemnify and save Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising in any way from Shipper's agent's actions on behalf of Shipper, Shipper's agent's failure to act on behalf of Shipper, or Transporter's reliance upon the information provided to Transporter by Shipper's agent; provided, however that such indemnification will not excuse Transporter from liability for actions taken when Transporter is acting as agent.

ARTICLE XII
MISCELLANEOUS

12.1 No waiver by either Transporter or Shipper of any default of the other under this Agreement will operate as a waiver of any future default, whether of like or different character or nature.

12.2 This Agreement may be amended only by a written instrument executed by the Parties hereto and expressly stating that it is an amendment to this Agreement.

12.3 The headings used throughout this Agreement are inserted for reference purposes only, and are not to be construed or taken into account in interpreting the terms and provisions of any Article, nor to be deemed in any way to qualify, modify or explain the effects of any such term or provision.

Exhibit A-12

EXHIBIT B

TRANSPORTER'S SYSTEM

Transporter's System: The 20" gas pipeline depicted in the attached map.

Receipt Point(s): The tailgate of the Raptor Plant in LaSalle County, Texas.

Delivery Point(s): The interconnection between Transporter's System and Texas Pipeline Webb County Lean System, LLC's Kudu Plant in Webb County, Texas.

Transportation Fee:

- For Firm services: \$[***] per MMBtu, as may be escalated annually under Section 3.2 of the Agreement.
- For Interruptible services: \$[***] per MMBtu, as may be escalated annually under Section 3.2 of the Agreement.

Maximum Pressure (psig): Actual operating pressure, not to exceed 1,200psig.

Exhibit B-1

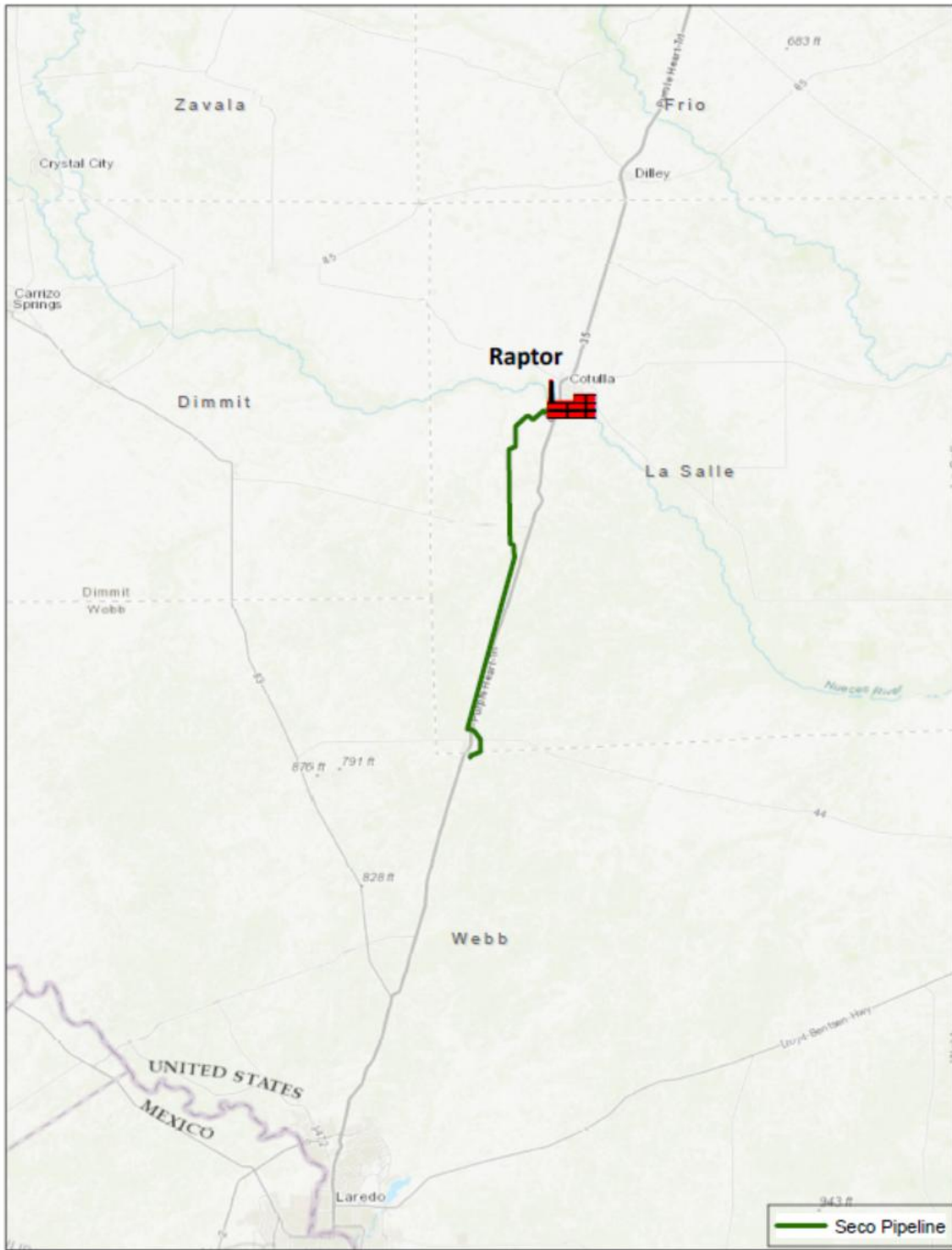


EXHIBIT C

Memorandum of Agreement

[Attached.]

Exhibit C-1

EXHIBIT C

Memorandum of Agreement

MEMORANDUM OF FIRM TRANSPORTATION SERVICE AGREEMENT

THE STATE OF TEXAS	§
	§
COUNTIES OF DIMMIT,	§
WEBB AND LA SALLE	§

THIS MEMORANDUM OF FIRM TRANSPORTATION SERVICE AGREEMENT (this "Memorandum") is made and entered into effective as of [____], 2020 (the "Effective Date") by and between SN EF Maverick, LLC, a Delaware limited liability company ("Shipper"), and Seco Pipeline, LLC, a Delaware limited liability company ("Transporter"). Shipper and Transporter may be referred to in this Memorandum individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties have executed that certain Firm Transportation Service Agreement dated effective as of the Effective Date (the "Transportation Agreement"); and

WHEREAS, the Parties desire to file this memorandum in the applicable real property records to give notice to all persons of the existence of the Transportation Agreement and certain provisions contained therein.

NOW, THEREFORE, the Parties agree as follows:

1. The Transportation Agreement is incorporated by reference in its entirety in this Memorandum. All capitalized terms used but not defined in this Memorandum and defined in the Transportation Agreement shall have the meaning ascribed to them in the Transportation Agreement. As used in this Memorandum, the following capitalized terms shall have the meanings set forth below:

"Comanche Gathering Agreement" shall that that certain Firm Gas Gathering, Processing and Purchase Agreement, dated effective as of April 1, 2018, by and between Shipper and Carnero G&P LLC, a Delaware limited liability company, as amended by that certain Amendment to certain Firm Gas Gathering, Processing and Purchase Agreement, dated effective as of April 1 2018, and as the same may be further amended from time to time.

"Dedicated Reserves" shall mean the interest of Shipper in all Gas reserves in and under, and all Gas owned or Controlled by Shipper or which Shipper produced or delivered from lands within the area described on Exhibit D of the Comanche Gathering Agreement, whether now owned or hereafter acquired, and any and all additional right, title, interest, or claim of every kind and character of Shipper or its Affiliates in land within the area described on Exhibit D of the Comanche Gathering Agreement, and Gas production therefrom, and all interests in any wells, whether now existing or drilled hereafter, on, or

completed on, lands within the area described on Exhibit D of the Comanche Gathering Agreement.

“Raptor Plant” shall mean that certain Raptor gas processing plant owned by Carnero G&P LLC in LaSalle County, Texas.

2. Subject to the terms and conditions of the Transportation Agreement, (i) Shipper has committed and dedicated to Transporter for transportation on Transporter’s System all volumes of Residue Gas owned or Controlled by Shipper or its Affiliates (other than SN Catarina, LLC) that are produced from natural gas delivered to Shipper under the Comanche Gathering Agreement at the tailgate of the Raptor Plant (the “Dedicated Gas”), (ii) Shipper has committed to deliver, or cause to be delivered, all Dedicated Gas to Transporter at the Receipt Point(s), and (iii) Shipper has committed and dedicated to Transporter all of Shipper’s and its Affiliates’ (other than SN Catarina, LLC’s) right, title, and interests in and to the Dedicated Reserves, to support Shipper’s performance of its obligations provided in Section 1.1(a) of the Transportation Agreement.

3. Transporter has agreed to accept, receive and redeliver the Dedicated Gas for fees and on and subject to the terms and conditions provided in the Transportation Agreement.

4. The dedication and commitment with respect to the Dedicated Gas made by Shipper under the Transportation Agreement, along with the provisions of Section 1.1(a) of the Transportation Agreement, is a covenant running with the land. The Transportation Agreement, along with all renewals, extensions, amendments, and supplements, and all rights, title and interests contained therein, shall be binding upon and inure to the benefit of the Parties, and their successors and permitted assigns. Any assignment, sale, transfer or conveyance by Shipper or its Affiliates (other than SN Catarina, LLC) of any interests in the Dedicated Reserves shall be subject to the dedication under the Transportation Agreement and Shipper shall require that the assignee of any such interests agree in writing to expressly ratify the Transportation Agreement and assume and discharge the duties and obligations of Shipper under the Transportation Agreement with respect to such interests acquired from and assigned by Shipper or its Affiliates (other than SN Catarina, LLC); and such assigned interests shall be Dedicated Reserves. Any Person which shall succeed by purchase, merger or consolidation with Shipper or Transporter and their respective successors in interest shall be subject to the obligations of its predecessor under the Transportation Agreement.

5. Should any person or firm desire additional information, said person or firm should contact:

Shipper:
SN EF Maverick, LLC
Attn: General Counsel
Pennzoil Place
700 Milam St., Suite 600
Houston, Texas 77002
Phone: (713) 756-2700

Transporter:
Seco Pipeline, LLC
c/o Sanchez Midstream Partners LP
1360 Post Oak Blvd, Suite 2400
Houston, TX 77056
Attn: Chief Financial Officer
Email: cward@sanchezmidstream.com

and, subject to an appropriate confidentiality agreement, any person may receive a copy of the Transportation Agreement upon written request to such person at such address.

6. The Transportation Agreement became effective on the Effective Date and will remain in full force and effect until March 31, 2033 (the "Primary Term"), unless terminated earlier in accordance with such agreement. Upon the expiration of the Primary Term, the Transportation Agreement shall renew automatically for additional terms of one (1) year each thereafter (each, a "Renewal Term") on the existing terms (including the then-existing rates), unless terminated by either Party by written notice to the other Party no later than the date which is ninety (90) Days prior to the expiration of the Primary Term or any Renewal Term, as applicable. Upon termination of the Transportation Agreement, Shipper and Transporter shall file of record a release and termination of the Transportation Agreement and this Memorandum as to the commitment and dedication described herein.

7. This Memorandum is executed and recorded solely for the purpose of giving notice and shall not amend or modify the Transportation Agreement in any way. This Memorandum shall be binding upon and shall inure to the benefit of the Parties, and to their respective heirs, devisees, legal representatives, successors and permitted assigns.

[Signature and acknowledgment pages follow.]

Exhibit C-4

IN WITNESS WHEREOF, the Parties have executed this Memorandum to be effective as of Effective Date.

SHIPPER:

SN EF Maverick, LLC

By: _____
Name:
Title:

STATE OF TEXAS
COUNTY OF HARRIS, TO-WIT:

I, the undersigned, a notary public of the said county, do hereby certify that on this [___] day of [____], 2020, before me personally appeared [____], who acknowledged himself to be the [____], of SN EF Maverick, LLC, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as said officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____
(Notarial Seal)

TRANSPORTER:

SECO PIPELINE, LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS
COUNTY OF HARRIS, TO-WIT:

I, the undersigned, a notary public of the said county, do hereby certify that on this [] day of [], 2020, before me personally appeared [], who acknowledged himself to be the [] of Seco Pipeline, LLC, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as said officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____
(Notarial Seal)