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

Form 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2018

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____ .

Commission File Number 001-33147

Sanchez Midstream Partners LP

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

11-3742489
(I.R.S. Employer
Identification No.)

1000 Main Street, Suite 3000
Houston, Texas
(Address of Principal Executive Offices)

77002
(Zip Code)

(713) 783-8000

(Registrant's Telephone Number, Including Area Code)

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company
(Do not check if a smaller reporting 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 standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No
Common units outstanding as of May 7, 2018: Approximately 15,234,576 units.

TABLE OF CONTENTS

| | Page |
|---|-------------|
| <u>PART I—Financial Information</u> | 6 |
| <u>Item 1. Financial Statements</u> | 6 |
| <u>Condensed Consolidated Statements of Operations (Unaudited)</u> | 6 |
| <u>Condensed Consolidated Balance Sheets (Unaudited)</u> | 7 |
| <u>Condensed Consolidated Statements of Cash Flows (Unaudited)</u> | 8 |
| <u>Condensed Consolidated Statements of Changes in Partners' Capital (Unaudited)</u> | 9 |
| <u>Notes to Condensed Consolidated Financial Statements (Unaudited)</u> | 10 |
| <u>Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations</u> | 31 |
| <u>Item 3. Quantitative and Qualitative Disclosures About Market Risk</u> | 41 |
| <u>Item 4. Controls and Procedures</u> | 42 |
| <u>PART II—Other Information</u> | 43 |
| <u>Item 1. Legal Proceedings</u> | 43 |
| <u>Item 1A. Risk Factors</u> | 43 |
| <u>Item 2. Unregistered Sales of Equity Securities and Use of Proceeds</u> | 43 |
| <u>Item 3. Defaults Upon Senior Securities</u> | 43 |
| <u>Item 4. Mine Safety Disclosures</u> | 43 |
| <u>Item 5. Other Information</u> | 43 |
| <u>Item 6. Exhibits</u> | 43 |
| <u>Signatures</u> | 45 |

Cautionary Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q contains “forward-looking statements” as defined by the Securities and Exchange Commission (the “SEC”) that are subject to a number of risks and uncertainties, many of which are beyond our control. These statements may include discussions about our business strategy; our acquisition strategy; our financing strategy; our ability to make, maintain and grow distributions; future operating results; the ability of our customers to meet their drilling and development plans on a timely basis or at all and perform under gathering, processing and other agreements; the ability of our partners to perform under our joint ventures and partnerships; our future capital expenditures; and our plans, objectives, expectations, forecasts, outlook and intentions.

All of these types of statements, other than statements of historical fact included in this Quarterly Report on Form 10-Q, are forward-looking statements. These forward-looking statements may be found in Part I, Item 2. and other items within this Quarterly Report on Form 10-Q. In some cases, forward-looking statements can be identified by terminology such as “may,” “could,” “should,” “expect,” “plan,” “project,” “intend,” “anticipate,” “believe,” “estimate,” “predict,” “potential,” “pursue,” “target,” “continue,” the negative of such terms or other comparable terminology.

The forward-looking statements contained in this Quarterly Report on Form 10-Q are largely based on our expectations, which reflect estimates and assumptions made by the management of our general partner. These estimates and assumptions reflect our best judgment based on currently known market conditions and other factors. Although we believe such estimates and assumptions to be reasonable, they are inherently uncertain and involve a number of risks and uncertainties that are beyond our control. In addition, management’s assumptions about future events may prove to be inaccurate.

Important factors that could cause our actual results to differ materially from the expectations reflected in the forward-looking statements include, among others:

- our ability to successfully execute our business, acquisition and financing strategies;
- our ability to make, maintain and grow distributions;
- the ability of our customers to meet their drilling and development plans on a timely basis, or at all, and perform under gathering, processing and other agreements;
- the ability of our partners to perform under our joint ventures and partnerships;
- the availability, proximity and capacity of, and costs associated with, gathering, processing, compression and transportation facilities;
- our ability to utilize the services, personnel and other assets of the sole member of our general partner, SP Holdings, LLC (“Manager”), pursuant to existing services agreements;
- the credit worthiness and performance of our counterparties, including financial institutions, operating partners and other parties;
- the timing and extent of changes in prices for, and demand for, natural gas, natural gas liquids (“NGLs”) and oil;
- our ability to successfully execute our hedging strategy and the resulting realized prices therefrom;
- the accuracy of reserve estimates, which by their nature involve the exercise of professional judgment and may, therefore, be imprecise;
- our ability to access the credit and capital markets to obtain financing on terms we deem acceptable, if at all, and to otherwise satisfy our capital expenditure requirements;
- competition in the oil and natural gas industry for employees and other personnel, equipment, materials and services and, related thereto, the availability and cost of employees and other personnel, equipment, materials and services;
- the extent to which our assets operated by others are operated successfully and economically;
- our ability to compete with other companies in the oil and natural gas industry;
- the impact of, and changes in, government policies, laws and regulations, including tax laws and regulations, environmental laws and regulations relating to air emissions, waste disposal, hydraulic fracturing and access to and use

of water, laws and regulations imposing conditions and restrictions on drilling and completion operations and laws and regulations with respect to derivatives and hedging activities;

- the use of competing energy sources and the development of alternative energy sources;
- unexpected results of litigation filed against us;
- disruptions due to extreme weather conditions, such as extreme rainfall, hurricanes or tornadoes;
- the extent to which we incur uninsured losses and liabilities or losses and liabilities in excess of our insurance coverage; and
- the other factors described under “Part I, Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Part II, Item 1A. Risk Factors” and elsewhere in this Quarterly Report on Form 10-Q and in our other public filings with the SEC.

Management cautions all readers that the forward-looking statements contained in this Quarterly Report on Form 10-Q are not guarantees of future performance, and we cannot assure any reader that such statements will be realized or the forward-looking events and circumstances will occur. Actual results may differ materially from those anticipated or implied in forward-looking statements. The forward-looking statements speak only as of the date made, and other than as required by law, we do not intend to publicly update or revise any forward-looking statements as a result of new information, future events or otherwise. These cautionary statements qualify all forward-looking statements attributable to us or persons acting on our behalf.

COMMONLY USED DEFINED TERMS

As used in this Quarterly Report on Form 10-Q, unless the context indicates or otherwise requires, the following terms have the following meanings:

- “Sanchez Midstream Partners,” “SNMP,” “the Partnership,” “we,” “us,” “our” or like terms refer collectively to Sanchez Midstream Partners LP, its consolidated subsidiaries and, where the context provides, the entities in which we have a 50% ownership interest.
- “Bbl” means a barrel of 42 U.S. gallons of oil.
- “Boe” means one barrel of oil equivalent, calculated by converting natural gas to oil equivalent barrels at a ratio of six Mcf of natural gas to one Bbl of oil.
- “Boe/d” means one Boe per day.
- “Manager” refers to SP Holdings, LLC.
- “MBbl” means one thousand barrels of oil or other liquid hydrocarbons.
- “MBoe” means one thousand Boe.
- “Mcf” means one thousand cubic feet of natural gas.
- “MMBbl” means one million barrels of oil or other liquid hydrocarbons.
- “MMBtu” means one million British thermal units.
- “MMcf/d” means one million cubic feet of natural gas per day.
- “NGLs” refers to the combination of ethane, propane, butane, natural gasolines and other components that when removed from natural gas become liquid under various levels of higher pressure and lower temperature.
- “our general partner” refers to Sanchez Midstream Partners GP LLC, our general partner.
- “Sanchez Energy” refers to Sanchez Energy Corporation (NYSE: SN) and its consolidated subsidiaries.
- “SOG” refers to Sanchez Oil & Gas Corporation, an entity that provides operational support to us.
- “SP Holdings” refers to SP Holdings, LLC, the sole member of our general partner.

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements

SANCHEZ MIDSTREAM PARTNERS LP and SUBSIDIARIES

Condensed Consolidated Statements of Operations

(In thousands, except unit data)

(Unaudited)

| | Three Months Ended | |
|--|--------------------|--------------------|
| | March 31, | |
| | 2018 | 2017 |
| Revenues | | |
| Natural gas sales | \$ 473 | \$ 2,779 |
| Oil sales | 3,462 | 11,350 |
| Natural gas liquid sales | 595 | 467 |
| Gathering and transportation sales | 1,688 | 11,211 |
| Gathering and transportation lease revenues | 12,318 | — |
| Total revenues | 18,536 | 25,807 |
| Expenses | | |
| Operating expenses | | |
| Lease operating expenses | 1,971 | 4,983 |
| Transportation operating expenses | 2,847 | 3,296 |
| Cost of sales | — | 37 |
| Production taxes | 322 | 473 |
| General and administrative | 5,165 | 5,609 |
| Unit-based compensation expense | 1,438 | 540 |
| Depreciation, depletion and amortization | 6,628 | 12,181 |
| Asset impairments | — | 4,688 |
| Accretion expense | 126 | 258 |
| Total operating expenses | 18,497 | 32,065 |
| Other (income) expense | | |
| Interest expense, net | 2,599 | 1,883 |
| Earnings from equity investments | (4,272) | (482) |
| Other expense | 270 | — |
| Total other (income) expenses | (1,403) | 1,401 |
| Total expenses | 17,094 | 33,466 |
| Income (loss) before income taxes | 1,442 | (7,659) |
| Income tax expense | — | — |
| Net income (loss) | 1,442 | (7,659) |
| Less | | |
| Preferred unit paid-in-kind distributions | — | (2,625) |
| Preferred unit distributions | (8,750) | (7,000) |
| Preferred unit amortization | (531) | (404) |
| Net loss attributable to common unitholders | \$ (7,839) | \$ (17,688) |
| Net loss per unit | | |
| Common units - Basic and Diluted | \$ (0.53) | \$ (1.32) |
| Weighted Average Units Outstanding | | |
| Common units - Basic and Diluted | 14,738,528 | 13,400,138 |

See accompanying notes to condensed consolidated financial statements.

SANCHEZ MIDSTREAM PARTNERS LP and SUBSIDIARIES
Condensed Consolidated Balance Sheets
(In thousands, except unit data)

| | March 31, 2018 | December 31, 2017 |
|---|---------------------------|------------------------------|
| ASSETS | (Unaudited) | |
| Current assets | | |
| Cash and cash equivalents | \$ 1,804 | \$ 321 |
| Accounts receivable | 43 | 495 |
| Accounts receivable - related entities | 6,074 | 13,099 |
| Prepaid expenses | 2,604 | 2,670 |
| Fair value of commodity derivative instruments | 447 | 942 |
| Total current assets | 10,972 | 17,527 |
| Oil and natural gas properties and related equipment | | |
| Oil and natural gas properties, equipment and facilities (successful efforts method) | 171,041 | 170,750 |
| Gathering and transportation assets | 185,407 | 184,969 |
| Less: accumulated depreciation, depletion, amortization and impairment | (145,825) | (142,574) |
| Oil and natural gas properties and equipment, net | 210,623 | 213,145 |
| Other assets | | |
| Intangible assets, net | 168,801 | 172,166 |
| Fair value of commodity derivative instruments | 790 | 1,318 |
| Equity investments | 121,258 | 123,715 |
| Other non-current assets | 518 | 552 |
| Total assets | \$ 512,962 | \$ 528,423 |
| LIABILITIES AND PARTNERS' CAPITAL | | |
| Current liabilities | | |
| Accounts payable and accrued liabilities | \$ 4,321 | \$ 1,782 |
| Accounts payable and accrued liabilities - related entities | 6,891 | 10,353 |
| Royalties payable | 368 | 371 |
| Fair value of commodity derivative instruments | 1,052 | 756 |
| Other liabilities | 127 | 151 |
| Total current liabilities | 12,759 | 13,413 |
| Other liabilities | | |
| Asset retirement obligation | 6,488 | 6,074 |
| Long-term debt, net of debt issuance costs | 182,928 | 187,808 |
| Fair value of commodity derivative instruments | 662 | 273 |
| Other liabilities | 6,545 | 6,251 |
| Total other liabilities | 196,623 | 200,406 |
| Total liabilities | 209,382 | 213,819 |
| Commitments and contingencies (See Note 12) | | |
| Mezzanine equity | | |
| Class B preferred units, 31,000,887 units issued and outstanding as of March 31, 2018 and December 31, 2017 | 344,443 | 343,912 |
| Partners' deficit | | |
| Common units, 15,171,946 and 14,965,134 units issued and outstanding as of March 31, 2018 and December 31, 2017, respectively | (40,863) | (29,308) |
| Total partners' deficit | (40,863) | (29,308) |
| Total liabilities and partners' capital | \$ 512,962 | \$ 528,423 |

See accompanying notes to condensed consolidated financial statements.

SANCHEZ MIDSTREAM PARTNERS LP and SUBSIDIARIES
Condensed Consolidated Statements of Cash Flows
(In thousands)
(unaudited)

| | Three Months Ended March 31, | |
|--|---------------------------------|-----------------|
| | 2018 | 2017 |
| Cash flows from operating activities: | | |
| Net income (loss) | \$ 1,442 | \$ (7,659) |
| Adjustments to reconcile net income (loss) to cash provided by operating activities: | | |
| Depreciation, depletion and amortization | 3,263 | 8,769 |
| Amortization of debt issuance costs | 131 | 128 |
| Asset impairments | — | 4,688 |
| Accretion expense | 126 | 258 |
| Distributions (return on investment) from equity investments | 6,992 | 2,010 |
| Equity earnings in affiliate | (4,272) | (482) |
| Net (gains) losses on commodity derivative contracts | 1,937 | (6,055) |
| Net cash settlements received (paid) on commodity derivative contracts | (189) | 1,513 |
| Unit-based compensation | 738 | 540 |
| Loss on earnout derivative | 270 | — |
| Amortization of intangible assets | 3,365 | 3,412 |
| Changes in Operating Assets and Liabilities: | | |
| Accounts receivable | 102 | 43 |
| Accounts receivable - related entities | 7,105 | 2,951 |
| Prepaid expenses | 66 | (20) |
| Other assets | 22 | 83 |
| Accounts payable and accrued liabilities | 5,591 | (3,092) |
| Accounts payable and accrued liabilities- related entities | (3,570) | 6,226 |
| Royalties payable | (3) | 248 |
| Net cash provided by operating activities | <u>23,116</u> | <u>13,561</u> |
| Cash flows from investing activities: | | |
| Final settlement of oil and natural gas properties acquisition | — | 1,468 |
| Development of oil and natural gas properties | (3) | (143) |
| Proceeds from sale of assets | 350 | — |
| Construction of gathering and transportation assets | (1,160) | (5,786) |
| Purchases of and contributions to equity affiliates | (263) | (2,122) |
| Net cash used in investing activities | <u>(1,076)</u> | <u>(6,583)</u> |
| Cash flows from financing activities: | | |
| Payments for offering costs | (50) | (120) |
| Proceeds from issuance of debt | — | 7,500 |
| Repayment of debt | (5,000) | — |
| Distributions to common unitholders | (6,746) | (5,796) |
| Class B preferred unit cash distributions | (8,750) | (7,000) |
| Debt issuance costs | (11) | (26) |
| Net cash used in financing activities | <u>(20,557)</u> | <u>(5,442)</u> |
| Net increase in cash and cash equivalents | 1,483 | 1,536 |
| Cash and cash equivalents, beginning of period | 321 | 957 |
| Cash and cash equivalents, end of period | <u>\$ 1,804</u> | <u>\$ 2,493</u> |
| Supplemental disclosures of cash flow information: | | |
| Change in accrued capital expenditures | \$ 641 | \$ 7,158 |
| Asset retirement obligation | \$ 288 | \$ 195 |
| Earnout liability | \$ — | \$ 221 |
| Cash paid during the period for interest | \$ 2,300 | \$ 1,473 |

See accompanying notes to condensed consolidated financial statements.

SANCHEZ MIDSTREAM PARTNERS LP and SUBSIDIARIES
Condensed Consolidated Statements of Changes in Partners' Capital for the Three Months Ended March 31, 2018
(In thousands, except unit data)
(Unaudited)

| | Common Units | | Total Capital |
|--|--------------|-------------|------------------|
| | Units | Amount | |
| Partners' Capital, December 31, 2016 | 13,447,749 | 16,744 | 16,744 |
| Unit-based compensation programs | 217,481 | 3,373 | 3,373 |
| Issuance of common units, net of offering costs of \$0.6 million | 906,613 | 11,228 | 11,228 |
| Cash distributions to common unit holders | — | (25,192) | (25,192) |
| Common units issued as Class B Preferred distributions | 393,291 | 5,250 | 5,250 |
| Distributions - Class B preferred units | — | (37,671) | (37,671) |
| Net loss | — | (3,040) | (3,040) |
| Partners' Deficit, December 31, 2017 | 14,965,134 | (29,308) | (29,308) |
| Unit-based compensation programs | (4,166) | 738 | 738 |
| Issuance of common units, net of offering costs of \$0.1 million | 210,978 | 2,292 | 2,292 |
| Cash distributions to common unit holders | — | (6,746) | (6,746) |
| Distributions - Class B preferred units | — | (9,281) | (9,281) |
| Net income | — | 1,442 | 1,442 |
| Partners' Deficit, March 31, 2018 | 15,171,946 | \$ (40,863) | \$ (40,863) |

See accompanying notes to condensed consolidated financial statements.

SANCHEZ MIDSTREAM PARTNERS LP AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. ORGANIZATION AND BUSINESS

Organization

We are a growth-oriented publicly-traded limited partnership focused on the acquisition, development, ownership and operation of midstream and other energy-related assets in North America. The Partnership has ownership stakes in oil and natural gas gathering systems, natural gas pipelines, and a natural gas processing facility, all located in the Western Eagle Ford in South Texas. We also own production assets in Texas, Louisiana and Oklahoma. We have entered into a shared services agreement (the “Services Agreement”) with SP Holdings, LLC, the sole member of our general partner, pursuant to which the Manager provides services that the Partnership requires to operate its business, including overhead, technical, administrative, marketing, accounting, operational, information systems, financial, compliance, insurance, acquisition, disposition and financing services. On June 2, 2017, Sanchez Production Partners LP changed its name to Sanchez Midstream Partners LP. Manager owns the general partner of SNMP and all of SNMP’s incentive distribution rights. Our common units are currently listed on the NYSE American under the symbol “SNMP.”

2. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

Accounting policies used by us conform to accounting principles generally accepted in the United States of America (“U.S. GAAP”). These unaudited condensed consolidated financial statements include the accounts of us and our wholly owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation. We conduct our business activities as two operating segments: the production of oil and natural gas and the midstream business, which includes Western Catarina Midstream (defined in Note 10). Our management evaluates performance based on these two business segments.

These unaudited condensed consolidated financial statements have been prepared pursuant to the rules of the SEC. Certain information and footnote disclosures, normally included in annual financial statements prepared in accordance with U.S. GAAP, have been condensed or omitted pursuant to those rules and regulations. We believe that the disclosures made are adequate to make the information presented not misleading. In the opinion of management, all adjustments, consisting only of normal recurring adjustments, necessary to fairly state the financial position, results of operations and cash flows with respect to the interim condensed consolidated financial statements have been included. The results of operations for the interim periods are not necessarily indicative of the results for the entire year.

These unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto of SNMP and its subsidiaries included in our Annual Report on Form 10-K for the year ended December 31, 2017, which was filed with the SEC on March 12, 2018.

Recent Accounting Pronouncements

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board (“FASB”), which are adopted by us as of the specified effective date. Unless otherwise discussed, management believes that the impact of recently issued standards, which are not effective, will not have a material impact on our condensed consolidated financial statements upon adoption.

In January 2017, the FASB issued Accounting Standards Update (“ASU”) 2017-01 “Business Combinations (Topic 805) - Clarifying the Definition of a Business,” which provides a new framework for determining whether transactions should be accounted for as acquisitions (or disposals) of assets or businesses. This ASU is effective for public business entities for annual and interim periods in fiscal years beginning after December 15, 2017. The Partnership adopted this ASU on January 1, 2018, using a prospective method; the clarified definition of a business will be applied by the Partnership to transactions executed subsequent to the effective date.

In November 2016, the FASB issued ASU 2016-18 “Statement of Cash Flows (Topic 230): Restricted Cash,” which requires companies to include cash and cash equivalents that have restrictions on withdrawal or use in total cash and cash equivalents on the statement of cash flows. This ASU is now effective for public business entities beginning after December 15, 2017. The Partnership does not currently have restricted cash.

In October 2016, the FASB issued ASU 2016-16 “Income Taxes (Topic 740): Intra-Entity Transfers of Assets Other Than Inventory,” which eliminates a current exception in U.S. GAAP to the recognition of the income tax effects of temporary differences that result from intra-entity transfers of non-inventory assets. The intra-entity exception is being eliminated under the ASU. The standard is required to be applied on a modified retrospective basis and is now effective for public business entities for annual and interim periods in fiscal years beginning after December 15, 2017. The adoption of ASU 2016-16 did not have an impact on the Partnership’s unaudited condensed consolidated financial statements and related disclosures.

In February 2016, the FASB issued ASU No. 2016-02 “Leases (Topic 842),” effective for annual and interim periods for public companies beginning after December 15, 2018, with a modified retrospective approach to be used for implementation. ASU 2016-02 updates the previous lease guidance by requiring the recognition of a right-to-use asset and lease liability on the statement of financial position for those leases previously classified as operating leases under the old guidance. In addition, ASU 2016-02 updates the criteria for a lessee’s classification of a finance lease. The Partnership will not early adopt this standard and will apply the revised lease rules for our interim and annual reporting periods starting January 1, 2019. The Partnership is currently evaluating the impact of these rules on its consolidated financial statements and has started the assessment process by evaluating the population of leases under the revised definition. The Partnership is also in the process of implementing a lease accounting software to properly account for lease data upon adoption. The adoption of this standard will result in an increase in the assets and liabilities on the Partnership’s consolidated balance sheets. The quantitative impacts of the new standard are dependent on the leases in force at the time of adoption. As a result, the evaluation of the effect of the new standards will extend over future periods.

In May 2014, the FASB issued ASU No. 2014-09, “Revenue from Contracts with Customers (Topic 606).” In March, April, May and December of 2016, the FASB issued rules clarifying several aspects of the new revenue recognition standard. The new guidance is effective for fiscal years and interim periods beginning after December 15, 2017. This guidance outlines a new, single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance, including industry-specific guidance. This new revenue recognition model provides a five-step analysis in determining when and how revenue is recognized. The new model will require revenue recognition to depict the transfer of promised goods or services to customers in an amount that reflects the consideration a company expects to receive in exchange for those goods and services. The new standard also requires more detailed disclosures related to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Partnership adopted the standard effective January 1, 2018. For more information, see Note 3 “Revenue Recognition.”

Other accounting standards that have been issued by the FASB or other standards-setting bodies are not expected to have a material impact on the Partnership’s financial position, results of operations and cash flows.

Estimates

The condensed consolidated financial statements are prepared in conformity with U.S. GAAP, which requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying footnotes. These estimates and the underlying assumptions affect the amounts of assets and liabilities reported, disclosures about contingent assets and liabilities and reported amounts of revenues and expenses. The estimates that are particularly significant to our financial statements include estimates of our reserves of natural gas, NGLs and oil; future cash flows from oil and natural gas properties; depreciation, depletion and amortization; asset retirement obligations; certain revenues and operating expenses; fair values of derivatives; and fair values of assets and liabilities. As fair value is a market-based measurement, it is determined based on the assumptions that market participants would use. These estimates and assumptions are based on management’s best judgment using the data available. Management evaluates its estimates and assumptions on an on-going basis using historical experience and other factors, including the current economic environment, which management believes to be reasonable under the circumstances. Such estimates and assumptions are adjusted when facts and circumstances dictate. As future events and their effects cannot be determined with precision, actual results could differ from the estimates. Any changes in estimates resulting from continuing changes in the economic environment will be reflected in the financial statements in future periods.

3. REVENUE RECOGNITION

Adoption of Topic 606

Effective January 1, 2018, the Partnership adopted the new Accounting Standards Codification (“ASC”) 606, Revenue from Contracts with Customers, and all the related amendments (collectively referred to as “Topic 606”) to all open contracts using the modified retrospective approach. The comparative information has not been restated and continues to be reported under the accounting standards in effect for those periods.

For contracts that have a contract term of one year or less, we elected to utilize the practical expedient permitted under the rules of adoption whereby a Company is not required to disclose the transaction price allocated to remaining performance obligations if the performance obligation is part of a contract that has an original expected duration of one year or less.

Adoption of this guidance resulted in financial statement presentation changes whereby revenue from the Gathering Agreement (defined in Note 13 “Related Party Transactions”) and revenue from the Seco Pipeline Transportation Agreement (defined in Note 13 “Related Party Transactions”) are shown as separate line items within our condensed consolidated statement of operations. There was no cumulative adjustment to retained earnings or any other changes to our January 1, 2018 condensed consolidated balance sheet.

Revenue from Contracts with Customers

Beginning in 2018, we account for revenue from contracts with customers in accordance with Topic 606. The unit of account in Topic 606 is a performance obligation, which is a promise in a contract to transfer to a customer either a distinct good or service (or bundle of goods or services) or a series of distinct goods or services provided over a period of time. Topic 606 requires that a contract’s transaction price, which is the amount of consideration to which an entity expects to be entitled in exchange for transferring promised goods or services to a customer, is to be allocated to each performance obligation in the contract based on relative standalone selling prices and recognized as revenue when (point in time) or as (over time) the performance obligation is satisfied.

Disaggregation of Revenue

We disaggregate revenue based on type of revenue and product type. In selecting the disaggregation categories, we considered a number of factors, including disclosures presented outside the financial statements, such as in our earnings release and investor presentations, information reviewed internally for evaluating performance, and other factors used by the Partnership or the users of its financial statements to evaluate performance or allocate resources. As such, we have concluded that disaggregating revenue by type of revenue and product type appropriately depicts how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors.

Production Segment

Our oil, natural gas, and NGL revenue is marketed and sold on our behalf by the respective asset operators. We are not party to the contracts with the third-party customers and as such, this revenue is not accounted for under Topic 606. We are alternatively party to joint operating agreements, which we account for under ASC 808, and revenue for these arrangements is recognized based on the information provided to us by the operators.

We additionally recognize and present changes in the fair value of our commodity derivative instruments within natural gas sales and oil sales in the condensed consolidated statements of operations. As this income is accounted for under ASC 815, Derivatives and Hedging, it is not subject to Topic 606.

Midstream Segment

The Seco Pipeline Transportation Agreement is our only contract that we account for under Topic 606. The Catarina Midstream Gathering Agreement was classified as an operating lease at inception, and as such, the contract is accounted for under ASC 840, Leases, and is depicted as Gathering and transportation lease revenue in our condensed consolidated statement of operations. Both of these contracts are further discussed in Note 13, “Related Party Transactions.”

We additionally recognize income associated with our joint ventures with Targa Resources Corp. (NYSE: TRGP) (“Targa”), Carnero Gathering (defined in Note 11 “Investments”), and Carnero Processing (defined in Note 11 “Investments”). We account for these as unconsolidated equity method investments that are not in the scope of Topic 606, and our share of earnings is reported as earnings from equity investments in our condensed consolidated statements of operations. Earnings from these equity method investments are classified within the midstream operating segment in Note 17 “Reporting Segments”, and are further discussed in Note 11 “Investments.”

We recognized revenue of \$18.5 million for three months ended March 31, 2018. The following table displays revenue disaggregated by type of revenue and product type (in thousands):

| | For the Three Months Ended March 31, 2018 | | |
|---|---|------------------|------------------|
| | Production | Midstream | Total |
| Revenues: | | | |
| Natural gas sales | \$ 473 | \$ — | \$ 473 |
| Oil sales | 3,462 | — | 3,462 |
| Natural gas liquid sales | 595 | — | 595 |
| Gathering and transportation sales | — | 1,688 | 1,688 |
| Gathering and transportation lease revenues | — | 12,318 | 12,318 |
| Total revenues | \$ 4,530 | \$ 14,006 | \$ 18,536 |

Performance Obligations

Under the Transportation Agreement, we agreed to provide transportation services of certain quantities of natural gas from the receipt point to the delivery point. Each MMBtu of natural gas transported is distinct and the transportation services performed on each distinct molecule of product is substantially the same in nature. As such, we applied the series guidance and treat these services as a single performance obligation satisfied over time using volumes delivered as the measure of progress. The Transportation Agreement requires payment within 30 days following the calendar month of delivery.

The Transportation Agreement contains variable consideration in the form of volume variability. As the distinct goods or services (rather than the series) are considered for the purpose of allocating variable consideration, we have taken the optional exception under ASC 606-10-50-14A(b) which is available only for wholly unsatisfied performance obligations for which the criteria in ASC 606-10-32-40 have been met. Under this exception, neither estimation of variable consideration nor disclosure of the transaction price allocated to the remaining performance obligations is required. Revenue is alternatively recognized in the period that control is transferred to the customer and the respective variable component of the total transaction price is resolved.

For forms of variable consideration that are not associated with a specific volume (such as late payment fees) and thus do not meet allocation exception, estimation is required. These fees, however, are immaterial to our consolidated financial statements and have a low probability of occurrence. As significant reversals of revenue due to this variability are not probable, no estimation is required.

Contract Balances

Under our sales contracts, we invoice customers after our performance obligations have been satisfied, at which point payment is unconditional. Accordingly, our contracts do not give rise to contract assets or liabilities under Topic 606. At January 1, 2018 and March 31, 2018, our receivables from contracts with customers were \$1.1 million and \$0.6 million, respectively, and are presented within Accounts receivable – related entities in the condensed consolidated balance sheets.

Reconciliation of Statement of Operations

In accordance with the new revenue standard requirements, the disclosure of the impact of adoption on our condensed consolidated statement of operations is as follows (in thousands):

| | For the Three Months Ended March 31, 2018 | | |
|---|---|-------------------------------------|---------------------------------|
| | As reported | Balances without Adoption Topic 606 | Effect of change Higher/(Lower) |
| Statement of Operations | | | |
| Gathering and transportation sales | \$ 1,688 | \$ 14,006 | \$ (12,318) |
| Gathering and transportation lease revenues | 12,318 | — | 12,318 |
| Net earnings | \$ 14,006 | \$ 14,006 | \$ — |

We expect the impact of the adoption of the new standard to be immaterial to our net income (loss) on an ongoing basis.

4. ACQUISITIONS AND DIVESTITURES

Our acquisitions are accounted for under the acquisition method of accounting in accordance with ASC Topic 805, “Business Combinations.” A business combination may result in the recognition of a gain or goodwill based on the measurement of the fair value

of the assets acquired at the acquisition date as compared to the fair value of consideration transferred, adjusted for purchase price adjustments. The initial accounting for acquisitions may not be complete and adjustments to provisional amounts, or recognition of additional assets acquired or liabilities assumed, may occur as more detailed analyses are completed and additional information is obtained about the facts and circumstances that existed as of the acquisition dates. The results of operations of the properties obtained through our acquisitions have been included in the condensed consolidated financial statements since the closing dates of the acquisitions.

Texas Production Divestiture

In October 2017, we entered into a purchase and sale agreement to sell specified oil and gas wells, leases and other associated assets and interests located in Texas (the “Texas Production Assets”) for cash consideration of approximately \$6.3 million (the “Texas Production Divestiture”). In addition, the buyer agreed to assume all obligations relating to the assets, including all plugging and abandonment costs relating to the assets, that arise on or after October 1, 2017. The Texas Production Divestiture closed November 13, 2017, and we recorded a gain of approximately \$1.4 million on the sale during the fourth quarter of 2017.

Non-Operated Production Divestiture

In July 2017, we entered into an agreement to assign certain non-operated production assets located in Oklahoma, as well as our equity interests in the entities that owned the assets, in exchange for agreeing upon the apportionment of certain shared litigation costs. The assignment was effective as of July 14, 2017.

Oklahoma Production Divestiture

In May 2017, we entered into a purchase and sale agreement to sell all of the Partnership’s equity interests in the entities that owned our remaining operated Oklahoma production assets for cash consideration of \$5.5 million, and assumption by the buyer of all obligations relating to the assets arising after the closing date and all plugging and abandonment costs relating to the assets arising prior to the closing date (the “Oklahoma Production Divestiture”). The Oklahoma Production Divestiture closed July 17, 2017, and we recorded a gain of \$2.4 million on the sale during the third quarter of 2017.

5. FAIR VALUE MEASUREMENTS

Measurements of fair value of derivative instruments are classified according to the fair value hierarchy, which prioritizes the inputs to the valuation techniques used to measure fair value. Fair value is the price that would be received upon the sale of an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements are classified and disclosed in one of the following categories:

Level 1: Measured based on unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities. Active markets are considered those in which transactions for the assets or liabilities occur in sufficient frequency and volume to provide pricing information on an ongoing basis.

Level 2: Measured based on quoted prices in markets that are not active, or inputs which are observable, either directly or indirectly, for substantially the full term of the asset or liability. Substantially all of these inputs are observable in the marketplace throughout the term of the instrument, can be derived from observable data, or supported by observable levels at which transactions are executed in the marketplace.

Level 3: Measured based on prices or valuation models that require inputs that are both significant to the fair value measurement and less observable from objective sources (i.e., supported by little or no market activity).

Financial assets and liabilities are classified based on the lowest level of input that is significant to the fair value measurement. Management’s assessment of the significance of a particular input to the fair value measurement requires judgment, and may affect the valuation of the fair value of assets and liabilities and their placement within the fair value hierarchy levels.

The following table summarizes the fair value of our assets and liabilities that were accounted for at fair value on a recurring basis as of March 31, 2018 (in thousands):

| | Fair Value Measurements at March 31, 2018 | | | |
|---------------------------------|---|-----------------------------|-------------------------------|-------------------|
| | Active Markets for Identical Assets (Level 1) | Observable Inputs (Level 2) | Unobservable Inputs (Level 3) | Fair Value |
| Commodity derivative instrument | | | | |
| Derivative liability | \$ — | \$ (477) | \$ — | \$ (477) |
| Midstream derivative instrument | | | | |
| Earnout derivative liability | — | — | (6,672) | (6,672) |
| Total | \$ — | \$ (477) | \$ (6,672) | \$ (7,149) |

The following table summarizes the fair value of our assets and liabilities that were accounted for at fair value on a recurring basis as of December 31, 2017 (in thousands):

| | Fair Value Measurements at December 31, 2017 | | | |
|---------------------------------|---|-----------------------------|-------------------------------|-------------------|
| | Active Markets for Identical Assets (Level 1) | Observable Inputs (Level 2) | Unobservable Inputs (Level 3) | Fair Value |
| Commodity derivative instrument | | | | |
| Derivative assets | \$ — | \$ 1,231 | \$ — | \$ 1,231 |
| Midstream derivative instrument | | | | |
| Earnout derivative liability | — | — | (6,402) | (6,402) |
| Total | \$ — | \$ 1,231 | \$ (6,402) | \$ (5,171) |

As of March 31, 2018, and December 31, 2017, the estimated fair value of cash and cash equivalents, accounts receivable, other current assets and current liabilities approximated their carrying value due to their short-term nature.

Fair Value on a Non-Recurring Basis

The Partnership follows the provisions of ASC Topic 820-10 for nonfinancial assets and liabilities measured at fair value on a non-recurring basis. The fair value measurements of assets acquired and liabilities assumed are based on inputs that are not observable in the market and therefore represent Level 3 inputs under the fair value hierarchy. We periodically review oil and natural gas properties for impairment when facts and circumstances indicate that their carrying values may not be recoverable.

A reconciliation of the beginning and ending balances of the Partnership’s asset retirement obligations is presented in Note 9, “Asset Retirement Obligation.”

The following table summarizes the non-recurring fair value measurements of our assets as of March 31, 2018 (in thousands):

| | Fair Value Measurements at March 31, 2018 | | |
|------------------|---|-----------------------------|-------------------------------|
| | Active Markets for Identical Assets (Level 1) | Observable Inputs (Level 2) | Unobservable Inputs (Level 3) |
| Impairment | \$ — | \$ — | \$ — |
| Total net assets | \$ — | \$ — | \$ — |

The following table summarizes the non-recurring fair value measurements of our assets as of December 31, 2017 (in thousands):

| | Fair Value Measurements at December 31, 2017 | | |
|---------------------------|---|-----------------------------|-------------------------------|
| | Active Markets for Identical Assets (Level 1) | Observable Inputs (Level 2) | Unobservable Inputs (Level 3) |
| Impairment ^(a) | \$ — | \$ — | \$ 7,277 |
| Total net assets | \$ — | \$ — | \$ 7,277 |

(a) During the year ended December 31, 2017, we recorded a non-cash impairment charge of \$4.7 million to impair our producing oil and natural gas properties acquired in the Production Acquisition (defined in Note 8 “Oil and Natural Gas Properties”). The carrying values of the impaired properties were reduced to a fair value of \$7.3 million, estimated using inputs characteristic of a Level 3 fair value measurement.

The fair values of oil and natural gas properties were measured using valuation techniques that convert future cash flows to a single discounted amount. Significant inputs to the valuation of oil and natural gas properties include estimates of: (i) reserves; (ii) future operating and development costs; (iii) future commodity prices; (iv) estimated future cash flows; and (v) a market-based weighted

average cost of capital rate. These inputs require significant judgments and estimates by the Partnership's management at the time of the valuation and are the most sensitive and subject to change.

Fair Value of Financial Instruments

Fair value guidance requires certain fair value disclosures, such as those on our debt and derivatives, to be presented in both interim and annual reports. The estimated fair value amounts of financial instruments have been determined using available market information and valuation methodologies described below.

Credit Agreement – We believe that the carrying value of long-term debt for our Credit Agreement (defined Note 7 “Long-Term Debt”) approximates its fair value because the interest rates on the debt approximate market interest rates for debt with similar terms. The debt is classified as a Level 2 input in the fair value hierarchy and represents the amount at which the instrument could be valued in an exchange during a current transaction between willing parties. Our Credit Agreement is discussed further in Note 7, “Long-Term Debt.”

Derivative Instruments – The income valuation approach, which involves discounting estimated cash flows, is primarily used to determine recurring fair value measurements of our derivative instruments classified as Level 2 inputs. Our commodity derivatives are valued using the terms of the individual derivative contracts with our counterparties, expected future levels of oil and natural gas prices and an appropriate discount rate. Our interest rate derivatives are valued using the terms of the individual derivative contracts with our counterparties, expected future levels of the LIBOR interest rates and an appropriate discount rate. We did not have any interest rate derivatives as of March 31, 2018. We prioritize the use of the highest level inputs available in determining fair value such that fair value measurements are determined using the highest and best use as determined by market participants and the assumptions that they would use in determining fair value.

Earnout Derivative – As part of the Carnero Gathering Transaction (defined in Note 11 “Investments”), we are required to pay Sanchez Energy an earnout based on natural gas received above a threshold volume and tariff at Carnero Gathering, LLC's delivery points from Sanchez Energy and other producers. The earnout derivative was valued through the use of a Monte Carlo simulation model which utilized observable inputs such as the earnout price and volume commitment, as well as unobservable inputs related to the weighted probabilities of various throughput scenarios. We have therefore classified the fair value measurements of our earnout derivative as Level 3 inputs and currently present it within the other liabilities lines in the condensed consolidated balance sheets.

The following table sets forth a reconciliation of changes in the fair value of the Partnership's earnout derivative classified as Level 3 in the fair value hierarchy for the three months ended March 31, 2018 and year ended December 31, 2017 (in thousands):

| | Three Months Ended March 31, 2018 | Year Ended December 31, 2017 |
|--|--|---|
| Beginning balance | \$ (6,402) | \$ (4,270) |
| Initial fair value of earnout derivative | — | 221 |
| Loss on earnout derivative | (270) | (2,353) |
| Ending balance | <u>\$ (6,672)</u> | <u>\$ (6,402)</u> |
| Loss included in earnings related to derivatives still held as of March 31, 2018 and December 31, 2017, respectively | \$ (270) | \$ (2,353) |

6. DERIVATIVE AND FINANCIAL INSTRUMENTS

To reduce the impact of fluctuations in oil and natural gas prices on our revenues, we periodically enter into derivative contracts with respect to a portion of our projected oil and natural gas production through various transactions that fix or modify the future prices to be realized. These hedging activities are intended to support oil and natural gas prices at targeted levels and to manage exposure to oil and natural gas price fluctuations. It is never our intention to enter into derivative contracts for speculative trading purposes.

Under ASC Topic 815, “Derivatives and Hedging,” all derivative instruments are recorded on the condensed consolidated balance sheets at fair value as either short-term or long-term assets or liabilities based on their anticipated settlement date. We will net derivative assets and liabilities for counterparties where we have a legal right of offset. Changes in the derivatives' fair values are recognized currently in earnings unless specific hedge accounting criteria are met. We have not elected to designate any of our current derivative contracts as hedges; however, changes in the fair value of all of our derivative instruments are recognized in earnings and included in natural gas sales and oil sales in the condensed consolidated statements of operations.

As of March 31, 2018, we had the following derivative contracts in place for the periods indicated, all of which are accounted for as mark-to-market activities:

Fixed Price Basis Swaps – West Texas Intermediate (WTI)

| | Three Months Ended (volume in Bbls) | | | | | | | | | |
|------|-------------------------------------|---------------|----------|---------------|---------------|---------------|--------------|---------------|----------------|---------------|
| | March 31, | | June 30, | | September 30, | | December 31, | | Total | |
| | Volume | Average Price | Volume | Average Price | Volume | Average Price | Volume | Average Price | Volume | Average Price |
| 2018 | — | \$ — | 66,432 | \$ 59.71 | 62,840 | \$ 59.78 | 59,704 | \$ 59.84 | 188,976 | \$ 59.77 |
| 2019 | 62,528 | \$ 60.41 | 59,552 | \$ 60.44 | 57,024 | \$ 60.48 | 54,824 | \$ 60.52 | 233,928 | \$ 60.46 |
| 2020 | 52,776 | \$ 53.50 | 50,960 | \$ 53.50 | 49,224 | \$ 53.50 | 47,624 | \$ 53.50 | 200,584 | \$ 53.50 |
| | | | | | | | | | <u>623,488</u> | |

Fixed Price Swaps—NYMEX (Henry Hub)

| | Three Months Ended (volume in MMBtu) | | | | | | | | | |
|------|--------------------------------------|---------------|----------|---------------|---------------|---------------|--------------|---------------|------------------|---------------|
| | March 31, | | June 30, | | September 30, | | December 31, | | Total | |
| | Volume | Average Price | Volume | Average Price | Volume | Average Price | Volume | Average Price | Volume | Average Price |
| 2018 | — | \$ — | 126,600 | \$ 3.00 | 121,600 | \$ 3.00 | 117,040 | \$ 3.00 | 365,240 | \$ 3.00 |
| 2019 | 119,832 | \$ 2.85 | 115,784 | \$ 2.85 | 112,032 | \$ 2.85 | 108,552 | \$ 2.85 | 456,200 | \$ 2.85 |
| 2020 | 105,104 | \$ 2.85 | 102,008 | \$ 2.85 | 99,136 | \$ 2.85 | 96,200 | \$ 2.85 | 402,448 | \$ 2.85 |
| | | | | | | | | | <u>1,223,888</u> | |

The following table sets forth a reconciliation of the changes in fair value of the Partnership's commodity derivatives for the three months ended March 31, 2018 and the year ended December 31, 2017 (in thousands):

| | Three Months Ended March 31, 2018 | Year Ended December 31, 2017 |
|--|--------------------------------------|---------------------------------|
| Beginning fair value of commodity derivatives | \$ 1,231 | \$ 6,436 |
| Net gains (losses) on crude oil derivatives | (1,939) | 3,284 |
| Net gains on natural gas derivatives | 2 | 663 |
| Net settlements paid (received) on derivative contracts: | | |
| Oil | 229 | (6,422) |
| Natural gas | — | (2,730) |
| Ending fair value of commodity derivatives | <u>\$ (477)</u> | <u>\$ 1,231</u> |

The effect of derivative instruments on our condensed consolidated statements of operations was as follows (in thousands):

| Derivative Type | Location of Gain(Loss) in Income | Three Months Ended March 31, | |
|----------------------------|-------------------------------------|------------------------------|-----------------|
| | | 2018 | 2017 |
| Commodity – Mark-to-Market | Oil sales | \$ (1,939) | \$ 5,495 |
| Commodity – Mark-to-Market | Natural gas sales | 2 | 560 |
| | | <u>\$ (1,937)</u> | <u>\$ 6,055</u> |

Derivative instruments expose us to counterparty credit risk. Our commodity derivative instruments are currently contracted with four counterparties. We generally execute commodity derivative instruments under master agreements which allow us, in the event of default, to elect early termination of all contracts with the defaulting counterparty. If we choose to elect early termination, all asset and liability positions with the defaulting counterparty would be net cash settled at the time of election. We include a measure of counterparty credit risk in our estimates of the fair values of derivative instruments. In August 2017, we repositioned certain of our crude oil and natural gas hedges in anticipation of the sale of the Texas Production Assets and, in the process, received \$3.6 million in net cash from the counterparties on those hedges. As of March 31, 2018, and December 31, 2017, the impact of non-performance credit risk on the valuation of our derivative instruments was not significant.

Earnout Derivative

Refer to Note 5 "Fair Value Measurements".

7. LONG-TERM DEBT

We have entered into a credit facility with Royal Bank of Canada, as administrative agent and collateral agent, and the lenders party thereto (the “Credit Agreement”). The Credit Agreement provides a maximum commitment of \$500.0 million and has a maturity date of March 31, 2020. Borrowings under the Credit Agreement are secured by various mortgages of oil and natural gas properties that we own as well as various security and pledge agreements among the Partnership and certain of its subsidiaries and the administrative agent.

The amount available for borrowing at any one time under the Credit Agreement is limited to the borrowing base for our midstream assets and our oil and natural gas properties. Borrowings under the Credit Agreement are available for direct investment in oil and natural gas properties, acquisitions, and working capital and general business purposes. The Credit Agreement has a sub-limit of \$15.0 million which may be used for the issuance of letters of credit. The initial borrowing base under the Credit Agreement was \$200.0 million. The borrowing base for the credit available for the upstream oil and gas properties is re-determined semi-annually in the second and fourth quarters of the year, and may be re-determined at our request more frequently and by the lenders, in their sole discretion, based on reserve reports as prepared by petroleum engineers, using, among other things, the oil and natural gas pricing prevailing at such time. The borrowing base for the credit available for our midstream properties is equal to the rolling four quarter EBITDA of our midstream operations and the amount of distributions received from joint ventures multiplied by 5.0 initially, 4.75 for the second full quarter after the acquisition of Western Catarina Midstream and 4.5 thereafter. Outstanding borrowings in excess of our borrowing base must be repaid or we must pledge other oil and natural gas properties as additional collateral. We may elect to pay any borrowing base deficiency in three equal monthly installments such that the deficiency is eliminated in a period of three months. Any increase in our borrowing base must be approved by all of the lenders. As of March 31, 2018, the borrowing base under the Credit Agreement was \$249.3 million, with an elected commitment amount of \$200.0 million, and we had \$184.0 million of debt outstanding under the facility, leaving us with \$16.0 million in unused borrowing capacity. There were no letters of credit outstanding under our Credit Agreement as of March 31, 2018. Our Credit Agreement matures on March 31, 2020.

At our election, interest for borrowings under the Credit Agreement are determined by reference to (i) the London interbank rate (“LIBOR”) plus an applicable margin between 2.25% and 3.25% per annum based on utilization or (ii) a domestic bank rate (“ABR”) plus an applicable margin between 1.25% and 2.25% per annum based on utilization plus (iii) a commitment fee of 0.500% per annum based on the unutilized borrowing base. Interest on the borrowings for ABR loans and the commitment fee are generally payable quarterly. Interest on the borrowings for LIBOR loans are generally payable at the applicable maturity date.

The Credit Agreement contains various covenants that limit, among other things, our ability to incur certain indebtedness, grant certain liens, merge or consolidate, sell all or substantially all of our assets, make certain loans, acquisitions, capital expenditures and investments, and pay distributions.

In addition, we are required to maintain the following financial covenants:

- current assets to current liabilities of at least 1.0 to 1.0 at all times;
- senior secured net debt to consolidated adjusted EBITDA for the last twelve months, as of the last day of any fiscal quarter, of not greater than 4.5 to 1.0 if the adjusted EBITDA of our midstream operations equals or exceeds one-third of total Adjusted EBITDA or 4.0 to 1.0 if the adjusted EBITDA of our midstream operations is less than one-third of total adjusted EBITDA; and
- minimum interest coverage ratio of at least 2.5 to 1.0 if the adjusted EBITDA of our midstream operations is greater than one-third of our total adjusted EBITDA.

The Credit Agreement also includes customary events of default, including events of default relating to non-payment of principal, interest or fees, inaccuracy of representations and warranties when made or when deemed made, violation of covenants, cross-defaults, bankruptcy and insolvency events, certain unsatisfied judgments, loan documents not being valid and a change in control. A change in control is generally defined as the occurrence of one of the following events: (i) our existing general partner ceases to be our sole general partner or (ii) certain specified persons shall cease to own more than 50% of the equity interests of our general partner or shall cease to control our general partner. If an event of default occurs, the lenders will be able to accelerate the maturity of the Credit Agreement and exercise other rights and remedies.

The Credit Agreement limits our ability to pay distributions to unitholders. We have the ability to pay distributions to unitholders from available cash, including cash from borrowings under the Credit Agreement, as long as no event of default exists and provided that no distributions to unitholders may be made if the borrowings outstanding, net of available cash, under the Credit Agreement exceed 90% of the borrowing base, after giving effect to the proposed distribution. Our available cash is reduced by any cash reserves established by the board of directors of our general partner for the proper conduct of our business and the payment of fees and expenses.

At March 31, 2018, we were in compliance with the financial covenants contained in the Credit Agreement. We monitor compliance on an ongoing basis. If we are unable to remain in compliance with the financial covenants contained in our Credit Agreement or maintain the required ratios discussed above, the lenders could call an event of default and accelerate the outstanding debt under the terms of the Credit Agreement, such that our outstanding debt could become then due and payable. We may request waivers of compliance for any violation of a financial covenant from the lenders, but there is no assurance that such waivers would be granted.

Debt Issuance Costs

As of March 31, 2018, and December 31, 2017, our unamortized debt issuance costs were \$1.1 million and \$1.2 million, respectively. These costs are amortized to interest expense in our condensed consolidated statements of operations over the life of our Credit Agreement. Amortization of debt issuance costs recorded during each of the three months ended March 31, 2018 and 2017 were \$0.1 million.

8. OIL AND NATURAL GAS PROPERTIES AND RELATED EQUIPMENT

Gathering and transportation assets consisted of the following (in thousands):

| | <u>March 31, 2018</u> | <u>December 31, 2017</u> |
|---|---------------------------|------------------------------|
| Gathering and transportation assets | | |
| Midstream assets | \$ 185,407 | \$ 184,969 |
| Less: Accumulated depreciation and amortization | (28,770) | (26,870) |
| Total gathering and transportation assets | <u>\$ 156,637</u> | <u>\$ 158,099</u> |

Oil and natural gas properties consisted of the following (in thousands):

| | <u>March 31, 2018</u> | <u>December 31, 2017</u> |
|---|---------------------------|------------------------------|
| Oil and natural gas properties and related equipment | | |
| Proved property | \$ 171,041 | \$ 170,750 |
| Less: Accumulated depreciation, depletion, amortization and impairments | (117,055) | (115,704) |
| Oil and natural gas properties and equipment, net | <u>\$ 53,986</u> | <u>\$ 55,046</u> |

Oil and Natural Gas Properties. We follow the successful efforts method of accounting for our oil and natural gas production activities. Under this method of accounting, costs relating to leasehold acquisition, property acquisition and the development of proved areas are capitalized when incurred. If proved reserves are found on an undeveloped property, leasehold cost is transferred to proved properties.

Depreciation, Depletion and Amortization. Depreciation and depletion of producing oil and natural gas properties is recorded at the field level, based on the units-of-production method. Unit rates are computed for unamortized drilling and development costs using proved developed reserves and for unamortized leasehold costs using all proved reserves.

All other properties, including the gathering and transportation assets, are stated at historical acquisition cost, net of any impairments, and are depreciated using the straight-line method over the useful lives of the assets, which range from 3 to 15 years for furniture and equipment, and up to 36 years for gathering facilities.

Depreciation, depletion, amortization and impairments consisted of the following (in thousands):

| | Three Months Ended March 31, | |
|--|---------------------------------|-----------|
| | 2018 | 2017 |
| Depreciation, depletion and amortization of oil and natural gas-related assets | \$ 1,363 | \$ 3,234 |
| Depreciation and amortization of gathering and transportation related assets | 1,900 | 5,535 |
| Amortization of intangible assets | 3,365 | 3,412 |
| Total Depreciation, depletion and amortization | 6,628 | 12,181 |
| Asset impairments | — | 4,688 |
| Total | \$ 6,628 | \$ 16,869 |

Impairment of Oil and Natural Gas Properties and Other Non-Current Assets. Oil and natural gas properties are reviewed for impairment on a field-by-field basis when facts and circumstances indicate that their carrying value may not be recoverable. We assess impairment of capitalized costs of proved oil and natural gas properties by comparing net capitalized costs to estimated undiscounted future net cash flows using expected prices. If net capitalized costs exceed estimated undiscounted future net cash flows, the measurement of impairment is based on estimated fair value, which would consider estimated future discounted cash flows. The cash flow estimates are based upon reserve reports using future expected oil and natural gas prices adjusted for basis differentials. Other significant inputs, besides reserves, used to determine the fair values of proved properties include estimates of: (i) future operating and development costs; (ii) future commodity prices; and (iii) a market-based weighted average cost of capital rate. These inputs require significant judgments and estimates by the Partnership's management at the time of the valuation and are the most sensitive and subject to change. Cash flow estimates for impairment testing exclude derivative instruments.

The recoverability of gathering and transportation assets is evaluated when facts or circumstances indicate that their carrying value may not be recoverable. Asset recoverability is measured by comparing the carrying value of the asset or asset group with its expected future pre-tax undiscounted cash flows. These cash flow estimates require us to make projections and assumptions for many years into the future for pricing, demand, competition, operating cost and other factors. If the carrying amount exceeds the expected future undiscounted cash flows, we recognize an impairment equal to the excess of net book value over fair value. The determination of the fair value using present value techniques requires us to make projections and assumptions regarding the probability of a range of outcomes and the rates of interest used in the present value calculations. Any changes we make to these projections and assumptions could result in significant revisions to our evaluation of recoverability of our gathering and transportation assets and the recognition of additional impairments. Upon disposition or retirement of gathering and transportation assets, any gain or loss is recorded to operations.

For the three months ended March 31, 2018, we recorded no impairment charges. For the three months ended March 31, 2017, we recorded non-cash charges of \$4.7 million to impair certain of our producing oil and natural gas properties in Texas acquired as part of the acquisition in November 2016, where we completed the acquisition from SN Cotulla Assets, LLC and SN Palmetto, LLC, each a wholly-owned subsidiary of Sanchez Energy, of working interests in 23 producing Eagle Ford Shale wellbores located in Dimmit and Zavala counties in South Texas together with escalating working interests in an additional 11 producing wellbores located in the Palmetto Field in Gonzales County, Texas (together, the "Production Acquisition").

Asset Retirement Costs. As described in Note 9 "Asset Retirement Obligation", estimated asset retirement costs ("ARC") are recognized when the asset is acquired or placed in service and are amortized over proved developed reserves using the units-of-production method for production assets and the straight-line method for midstream assets. Asset retirement costs are estimated by our engineers using existing regulatory requirements and anticipated future inflation rates.

9. ASSET RETIREMENT OBLIGATION

We recognize the fair value of a liability for an asset retirement obligation ("ARO") in the period in which it is incurred if a reasonable estimate of fair value can be made. Each period, we accrete the ARO to its then present value. The associated ARC is capitalized as part of the carrying amount of our oil and natural gas properties, equipment and facilities or gathering and transportation assets. Subsequently, the ARC is depreciated using the units-of-production method for production assets and the straight-line method for midstream assets. The AROs recorded by us relate to the plugging and abandonment of oil and natural gas wells, and decommissioning of oil and natural gas gathering and other facilities.

Inherent in the fair value calculation of ARO are numerous assumptions and judgments including the ultimate settlement amounts, inflation factors, credit adjusted discount rates, timing of settlement and changes in the legal, regulatory, environmental and political environments. To the extent future revisions to these assumptions result in adjustments to the recorded fair value of the existing ARO, a corresponding adjustment is made to the ARC capitalized as part of the oil and natural gas property balance.

The following table is a reconciliation of the ARO (in thousands):

| | March 31, 2018 | December 31, 2017 |
|---|-------------------|----------------------|
| Asset retirement obligation, beginning balance | \$ 6,074 | \$ 13,579 |
| Liabilities added from escalating working interests | 288 | 198 |
| Sales | — | (8,416) |
| Settlements | — | (60) |
| Accretion expense | 126 | 773 |
| Asset retirement obligation, ending balance | <u>\$ 6,488</u> | <u>\$ 6,074</u> |

Additional AROs increase the liability associated with new oil and natural gas wells and other facilities as these obligations are incurred. Abandonments of oil and natural gas wells and other facilities reduce the liability for AROs. During the three months ended March 31, 2018, and the year ended December 31, 2017, there were no significant expenditures for abandonments and there were no assets legally restricted for purposes of settling existing AROs. During the year ended December 31, 2017, obligations were sold as part of the Oklahoma Production Divestiture and Texas Production Divestiture.

10. INTANGIBLE ASSETS

Intangible assets are comprised of customer and marketing contracts. The intangible assets balance includes \$168.8 million related to the Gathering Agreement (defined in Note 13 “Related Party Transactions”) with Sanchez Energy that was entered into as part of the acquisition of the Western Catarina gathering system (“Western Catarina Midstream”). Pursuant to the 15-year agreement, Sanchez Energy tenders all of its crude petroleum, natural gas and other hydrocarbon-based product volumes on 35,000 dedicated acres in the Western Catarina of the Eagle Ford Shale in Texas for processing and transportation through Western Catarina Midstream, with a right to tender additional volumes outside of the dedicated acreage. These intangible assets are being amortized using the straight-line method over the 15-year life of the agreement.

Amortization expense for each of the three months ended March 31, 2018 and 2017 was \$3.4 million. These costs are amortized to depreciation, depletion, and amortization expense in our condensed consolidated statement of operations. Intangible assets as of March 31, 2018, and December 31, 2017 are detailed below (in thousands):

| | March 31, 2018 | December 31, 2017 |
|-------------------|-------------------|----------------------|
| Beginning balance | \$ 172,166 | \$ 185,766 |
| Disposals | — | (32) |
| Amortization | (3,365) | (13,568) |
| Ending balance | <u>\$ 168,801</u> | <u>\$ 172,166</u> |

11. INVESTMENTS

In July 2016, we completed a transaction pursuant to which we acquired from Sanchez Energy a 50% interest in Carnero Gathering, a joint venture that is 50% owned and operated by Targa for an initial payment of approximately \$37.0 million and the assumption of remaining capital commitments to Carnero Gathering, estimated at approximately \$7.4 million as of the acquisition date (the “Carnero Gathering Transaction”). During the three months ended March 31, 2018, the Partnership made approximately \$0.1 million of capital contributions to Carnero Gathering. Prior to the sale, Sanchez Energy, through a wholly owned subsidiary, had invested approximately \$26.0 million in Carnero Gathering. The fair value of the intangible asset for the contractual customer relationship related to Carnero Gathering was valued at approximately \$13.0 million. This amount is being amortized over a contract term of fifteen years and decreases earnings from Carnero Gathering.

As part of the Carnero Gathering Transaction, we are required to pay Sanchez Energy an earnout based on natural gas received above a threshold volume and tariff at Carnero Gathering’s delivery points from Sanchez Energy and other producers. See Note 5 “Fair Value Measurements” for further discussion of the earnout derivative.

As of March 31, 2018, the Partnership had paid approximately \$46.4 million for the Carnero Gathering Transaction related to the initial payment and contributed capital. The Partnership has accounted for this investment using the equity method. Targa is the operator of the joint venture and has significant influence with respect to the normal day-to-day construction and operating decisions. We have included the investment balance in the “Equity investments” caption in our condensed consolidated balance sheet. For the three months ended March 31, 2018, the Partnership recorded earnings of approximately \$2.2 million in equity investments from Carnero Gathering, which was offset by approximately \$0.2 million related to the amortization of the contractual customer intangible asset. We have

included these equity method earnings in the “Earnings from equity investments” line within the condensed consolidated statements of operations. Cash distributions of approximately \$2.6 million were received during the three months ended March 31, 2018.

In November 2016, we completed a transaction pursuant to which we acquired from Sanchez Energy a 50% interest in Carnero Processing, LLC, a joint venture that is 50% owned and operated by Targa, for aggregate cash consideration of approximately \$55.5 million and the assumption of remaining capital contribution commitments to Carnero Processing, estimated at approximately \$24.5 million as of the date of acquisition (the “Carnero Processing Transaction”). During the three months ended March 31, 2018, the Partnership made approximately \$0.2 million of capital contributions to the joint venture. Prior to the sale, Sanchez Energy, through a wholly owned subsidiary, had invested approximately \$48.0 million in Carnero Processing.

As of March 31, 2018, the Partnership had paid approximately \$74.9 million for the Carnero Processing Transaction related to the initial payment, acquisition costs and contributed capital. The Partnership has accounted for this investment using the equity method. Targa is the operator of the joint venture and has significant influence with respect to the normal day-to-day operating decisions. We have included the investment balance in the “Equity investments” caption in our consolidated balance sheet. The Partnership recorded earnings of approximately \$2.3 million in the “Earnings from equity investments” line within our consolidated statements of operations for the three months ended March 31, 2018. Cash distributions of approximately \$4.4 million were received during the three months ended March 31, 2018.

Summarized financial information of unconsolidated entities is as follows (in thousands):

| | Three Months Ended March 31, | |
|----------------|------------------------------|-----------------|
| | 2018 | 2017 |
| Sales | \$ 89,789 | \$ 3,071 |
| Total expenses | 80,662 | 1,373 |
| Net income | <u>\$ 9,127</u> | <u>\$ 1,698</u> |

| | March 31, | December 31, |
|---------------------|-----------|--------------|
| | 2018 | 2017 |
| Current assets | \$ 35,888 | \$ 38,344 |
| Noncurrent assets | 192,765 | 193,748 |
| Current liabilities | 25,601 | 24,710 |

12. COMMITMENTS AND CONTINGENCIES

As part of the Carnero Gathering Transaction, we are required to pay Sanchez Energy an earnout based on natural gas received above a threshold volume and tariff at Carnero Gathering’s delivery points from Sanchez Energy and other producers. This earnout has an approximate value of \$6.7 million and was recorded on the balance sheet as a deferred liability as of March 31, 2018. We did not have any other material commitments and contingencies and no earnout payments were made during the three months ended March 31, 2018.

13. RELATED PARTY TRANSACTIONS

Sanchez-Related Agreements

We are controlled by our general partner. The sole member of our general partner is Manager, which has no officers. In May 2014, we entered into the Services Agreement with Manager pursuant to which Manager provides services that we require to operate our business, including overhead, technical, administrative, marketing, accounting, operational, information systems, financial, compliance, insurance, acquisition, disposition and financing services and professionals. In connection with providing services under the Services Agreement, Manager receives compensation consisting of: (i) a quarterly fee equal to 0.375% of the value of our properties other than our assets located in the Mid-Continent region, (ii) reimbursement for all allocated overhead costs as well as any direct third-party costs incurred and (iii) for each asset acquisition, asset disposition and financing, a fee not to exceed 2% of the value of such transaction. Each of these fees, not including the reimbursement of costs, is paid in cash unless Manager elects for such fee to be paid in our equity. The Services Agreement has a ten-year term and will be automatically renewed for additional ten years unless either Manager or the Partnership provides notice of termination to the other with at least 180 days’ notice. During the three months ended March 31, 2018, we incurred costs of approximately \$2.3 million to Manager under the Services Agreement.

Manager utilizes SOG to provide the services under the Services Agreement. In May 2014, we entered into a Contract Operating Agreement with SOG pursuant to which SOG either provides services to operate, develop and produce our oil and natural gas properties or engages a third-party operator to do so, other than with respect to our properties in the Mid-Continent Region. We also have entered into the Geophysical Seismic Data Use License Agreement with SOG pursuant to which SOG provides us a non-exclusive, royalty-free license to use seismic, geophysical and geological information relating to our oil and natural gas properties that is proprietary to SOG and not restricted by agreements that SOG has with landowners or seismic data vendors.

SOG, headquartered in Houston, Texas, is a private full-service oil and natural gas company engaged in the exploration and development of oil and natural gas primarily in the South Texas and onshore Gulf Coast areas on behalf of its affiliates. The Chairman of the board of directors of our general partner, Antonio R. Sanchez III, the President and Chief Operating Officer of our general partner as well as one of our directors, Patricio D. Sanchez, one of our directors, Eduardo A. Sanchez, along with their immediate family members, Ana Lee Sanchez Jacobs and Antonio R. Sanchez, Jr., collectively, either directly or indirectly, own a majority of the equity interests of SOG. In addition, Antonio R. Sanchez, Jr. is a member of the board of directors of SOG, and such other individuals, as well as Ana Lee Sanchez Jacobs, are officers of SOG.

Sanchez-Related Transactions

We have entered into several transactions with Sanchez Energy since January 1, 2016. Antonio R. Sanchez, Jr. is a director and Executive Chairman of the Board of Sanchez Energy, and Antonio R. Sanchez, III is a director and Chief Executive Officer of Sanchez Energy. In addition, Eduardo A. Sanchez is the former President of Sanchez Energy and Patricio D. Sanchez is an Executive Vice President of Sanchez Energy. The employees of SOG, including Kirsten A. Hink, our Chief Accounting Officer, provide common services to both us and Sanchez Energy.

In conjunction with the acquisition of Western Catarina Midstream, we entered into a 15-year gas gathering agreement with Sanchez Energy pursuant to which Sanchez Energy agreed to tender all of its crude petroleum, natural gas and other hydrocarbon-based product volumes on approximately 35,000 dedicated acres in the Western Catarina area of the Eagle Ford Shale in Texas for processing and transportation through Western Catarina Midstream, with the potential to tender additional volumes outside of the dedicated acreage (the "Gathering Agreement"). During the first five years of the term of the Gathering Agreement, Sanchez Energy is required to meet a minimum quarterly volume delivery commitment of 10,200 barrels per day of oil and condensate and 142,000 Mcf per day of natural gas, subject to certain adjustments. Sanchez Energy is required to pay gathering and processing fees of \$0.96 per barrel for crude oil and condensate and \$0.74 per Mcf for natural gas that are tendered through Western Catarina Midstream, in each case, subject to an annual escalation for a positive increase in the consumer price index. For the three months ended March 31, 2018 and 2017, Sanchez Energy paid us approximately \$14.0 million and \$12.6 million, respectively, pursuant to the terms of the Gathering Agreement. Under Topic 606, this amount is being presented under gathering and transportation lease revenue on the condensed consolidated statements of operations. On June 30, 2017, the Gathering Agreement was amended to add an incremental infrastructure fee to be paid by a subsidiary of Sanchez Energy based on water that is delivered through the gathering system through March 31, 2018.

As part of the Carnero Gathering Transaction, we are required to pay Sanchez Energy an earnout based on natural gas received above a threshold volume and tariff at Carnero Gathering's delivery points from Sanchez Energy and other producers. For the three months ended March 31, 2018 and 2017, natural gas received did not exceed the threshold. However, we made an earnout payment to Sanchez Energy for \$0.1 million in the first quarter of 2018 related to the year ended December 31, 2017. The earnout is being accounted for as a derivative in the condensed consolidated financial statements. Refer to Note 5 "Fair Value Measurements" for additional discussion.

In November 2016, in conjunction with our public offering of common units, the Partnership entered into a Common Unit Purchase Agreement with SN UR Holdings, LLC (the "Purchaser"), a wholly owned subsidiary of Sanchez Energy, whereby we issued to the Purchaser 2,272,727 common units for proceeds of approximately \$25.0 million.

In November 2016, we completed the Carnero Processing Transaction pursuant to which we acquired from Sanchez Energy a 50% interest in Carnero Processing, a joint venture that is 50% owned and operated by Targa, for aggregate cash consideration of approximately \$55.5 million and the assumption of remaining capital contribution commitments to Carnero Processing, estimated at approximately \$24.5 million as of the date of acquisition. Also in November 2016, the Partnership consummated a Purchase and Sale Agreement with SN Cotulla Assets, LLC and SN Palmetto, LLC, each a wholly-owned subsidiary of Sanchez Energy, to purchase working interests in 23 producing Eagle Ford Shale wellbores located in Dimmit and Zavala counties in South Texas as well as escalating working interests in an additional 11 producing wellbores in the Palmetto Field in Gonzales, Texas for approximately \$24.2 million. In October 2016, we entered into an agreement with Sanchez Energy providing us an option to acquire a ground lease, which the parties mutually terminated in September 2017.

In September 2017, we entered into an agreement with a subsidiary of Sanchez Energy to transport certain quantities of the subsidiary’s natural gas on a firm basis through the Seco Pipeline, a 100% owned and operated 30 mile natural gas pipeline with 400 MMcf/d capacity that is designed and used to transport dry gas from the Raptor Gas Processing Facility to multiple markets in South Texas (the “Seco Pipeline”), for \$0.22 per MMBtu delivered on or after September 1, 2017 (the “Seco Pipeline Transportation Agreement”). The Seco Pipeline Transportation Agreement continues month-to-month until terminated by either party. For the three months ended March 31, 2018, SN Catarina paid us approximately \$0.5 million pursuant to the terms of that agreement.

As of March 31, 2018 and December 31, 2017, the Partnership had a net receivable from related parties of approximately \$6.1 million, and \$13.1 million, respectively, which are included in “Accounts receivable – related entities” in the consolidated balance sheets. As of March 31, 2018 and December 31, 2017, the Partnership also had a net payable to related parties of approximately \$6.9 million, and \$10.4 million, respectively. The net receivable/payable as of March 31, 2018 and December 31, 2017 consist primarily of revenues receivable from oil and natural gas production and transportation, offset by costs associated with that production and transportation and obligations for general and administrative costs.

Sanchez Energy is an independent exploration and production company focused on the acquisition and development of U.S. onshore unconventional oil and natural gas resources, with a current focus on the horizontal development of significant resource potential from the Eagle Ford Shale in South Texas where it has assembled approximately 487,000 gross leasehold acres (285,000 net acres). The Chairman of the board of directors of our general partner, Antonio R. Sanchez, III, is Sanchez Energy’s Chief Executive Officer and a member of its board of directors. A member of the board of directors of our general partner, Eduardo A. Sanchez, is the former President of Sanchez Energy. The President and Chief Operating Officer of our general partner, Patricio D. Sanchez, who is also a member of the board of directors of our general partner, is an Executive Vice President of Sanchez Energy. Antonio R. Sanchez, Jr., the father of Antonio R. Sanchez, III, Eduardo A. Sanchez, and Patricio D. Sanchez, is the Executive Chairman of the board of directors of Sanchez Energy. Antonio R. Sanchez, Jr., Antonio R. Sanchez, III, and Patricio D. Sanchez beneficially own approximately 6.8%, 3.0%, and 1.2%, respectively, of Sanchez Energy’s shares outstanding as of March 31, 2018. Sanchez Energy indirectly, through one of its wholly owned subsidiaries, beneficially owned approximately 15.0% of the outstanding common units of SNMP as of March 31, 2018.

14. UNIT-BASED COMPENSATION

The Sanchez Midstream Partners LP Long-Term Incentive Plan (the “LTIP”) allows for restricted common unit grants. Restricted common unit activity under the LTIP during the period is presented in the following table:

| | Number of Restricted Units | Weighted Average Grant Date Fair Value Per Unit |
|----------------------------------|----------------------------|---|
| Outstanding at December 31, 2017 | 283,138 | \$ 14.64 |
| Granted | — | — |
| Vested | (171,231) | 14.60 |
| Returned/Cancelled | (4,166) | 13.59 |
| Outstanding at March 31, 2018 | 107,741 | \$ 14.73 |

In March 2017, the Partnership issued 171,231 restricted common units pursuant to the LTIP to executives of the Partnership’s general partner that vest on the first anniversary of grant. The unit-based compensation expense for the award was based on the fair value on the day before the date of grant.

As of March 31, 2018, 1,634,947 common units remained available for future issuance to participants under the LTIP.

15. DISTRIBUTIONS TO UNITHOLDERS

The table below reflects the payment of cash distributions on common units related to the three months ended March 31, 2018 and the year ended December 31, 2017.

| Three months ended | Distribution per unit | Date of declaration | Date of record | Date of distribution |
|--------------------|-----------------------|---------------------|-------------------|----------------------|
| March 31, 2017 | \$ 0.4375 | May 10, 2017 | May 22, 2017 | May 31, 2017 |
| June 30, 2017 | \$ 0.4441 | August 9, 2017 | August 22, 2017 | August 31, 2017 |
| September 30, 2017 | \$ 0.4508 | November 7, 2017 | November 20, 2017 | November 30, 2017 |
| December 31, 2017 | \$ 0.4508 | February 8, 2018 | February 20, 2018 | February 28, 2018 |
| March 31, 2018 | \$ 0.4508 | May 8, 2018 | May 22, 2018 | May 31, 2018 |

The table below reflects the payment of distributions on Class B preferred units related to the three months ended March 31, 2018, and the year ended December 31, 2017.

| Three months ended | Cash distribution per unit | Date of declaration | Date of record | Date of distribution |
|-------------------------------|----------------------------|---------------------|-------------------|----------------------|
| March 31, 2017 ^(a) | \$ 0.2258 | May 10, 2017 | May 22, 2017 | May 31, 2017 |
| June 30, 2017 | \$ 0.28225 | August 9, 2017 | August 22, 2017 | August 31, 2017 |
| September 30, 2017 | \$ 0.28225 | November 7, 2017 | November 20, 2017 | November 30, 2017 |
| December 31, 2017 | \$ 0.28225 | February 8, 2018 | February 20, 2018 | February 28, 2018 |
| March 31, 2018 | \$ 0.28225 | May 8, 2018 | May 22, 2018 | May 31, 2018 |

(a) The Partnership elected to pay the first quarter 2017 distribution on the Class B preferred units in part cash and, with the consent of the Class B preferred unitholder, in part common units (in lieu of additional Class B preferred units). Accordingly, the Partnership declared a cash distribution of \$0.2258 per Class B preferred unit and an aggregate distribution of 184,697 common units, each payable on May 31, 2017 to holders of record on May 22, 2017.

16. PARTNERS' CAPITAL

Outstanding Units

As of March 31, 2018, we had 31,000,887 Class B Preferred Units outstanding, and 15,171,946 common units outstanding, which included 107,741 unvested restricted common units issued under the LTIP.

Common Unit Issuances

In connection with providing services under the Services Agreement for the fourth quarter of 2017, the Partnership issued 210,978 common units to SP Holdings, LLC on March 15, 2018.

In connection with providing services under the Services Agreement for the first, second and third quarters of 2017, the Partnership issued 139,110, 170,497 and 186,942 common units, respectively, to SP Holdings, LLC on June 30, 2017, August 31, 2017 and November 30, 2017, respectively. In connection with providing services under the Services Agreement for the third and fourth quarters of 2016, the Partnership issued 170,750 and 154,737 common units, respectively, to SP Holdings, LLC on March 6, 2017. See Note 13, "Related Party Transactions" for additional information related to the Services Agreement.

The Partnership elected to pay the first quarter 2017 distribution on the Class B preferred units in part cash and, with the consent of the Class B preferred unitholder, in part common units (in lieu of additional Class B preferred units). Accordingly, the Partnership issued 184,697 common units on May 22, 2017, to the holder of Class B preferred units.

In April 2017, we issued 84,577 common units in registered offerings for gross proceeds of approximately \$1.3 million pursuant to a shelf registration statement originally filed with the SEC on March 6, 2015 as updated by that certain prospectus supplement filed with the SEC on April 6, 2017 (the "Shelf Registration Statement"). The Shelf Registration Statement allows the Partnership to sell up to \$50.0 million of common units at-the-market to fund general limited partnership purposes, including possible acquisitions. Proceeds from the at-the-market equity issuance were used for general limited partnership purposes.

Class B Preferred Unit Offering

On October 14, 2015, pursuant to that certain Class B Preferred Unit Purchase Agreement dated September 25, 2015 between the Partnership and Stonepeak Catarina Holdings LLC ("Stonepeak"), the Partnership sold and Stonepeak purchased 19,444,445 of the Partnership's newly created Class B Preferred Units (the "Class B Preferred Units") in a privately negotiated transaction for an aggregate cash purchase price of \$18.00 per Class B Preferred Unit, which resulted in gross proceeds to the Partnership of approximately \$350.0 million. The Partnership used the net proceeds to pay a portion of the consideration for the acquisition of Western Catarina Midstream, along with the payment to Stonepeak of a fee equal to 2.25% of the consideration paid for the Class B Preferred Units.

Under the terms of our partnership agreement, holders of the Class B Preferred Units received a quarterly distribution, at the election of the board of directors of our general partner, of 10.0% per annum if paid in full in cash or 12.0% per annum if paid in part cash (8.0% per annum) and in part paid-in-kind units (4.0% per annum). Distributions are to be paid on or about the last day of each of February, May, August and November after the end of each quarter.

In accordance with the partnership agreement, on December 6, 2016 we issued an additional 9,851,996 Class B preferred units to Stonepeak. On January 25, 2017, the Partnership and Stonepeak entered into a Settlement Agreement and Mutual Release (the "Settlement Agreement") to settle a dispute arising from the calculation of an adjustment to the number of Class B Preferred Units

pursuant to Section 5.10(g) of the Second Amended and Restated Agreement of Limited Partnership of the Partnership (the “Amended Partnership Agreement”). Pursuant to the Settlement Agreement, and in accordance with Section 5.4 of the Amended Partnership Agreement, the Partnership issued 1,704,446 Class B Preferred Units to Stonepeak in a privately negotiated transaction as partial consideration for the Settlement Agreement, with the “Class B Preferred Unit Price” being established at \$11.29 per Class B Preferred Unit. Pursuant to the terms of the Amended Partnership Agreement, the Class B Preferred Units are convertible at any time, at the option of Stonepeak, into common units of the Partnership, subject to the requirement to convert a minimum of \$17.5 million of Class B Preferred Units. The issuance of the Class B Preferred Units pursuant to the Settlement Agreement was made in reliance upon an exemption from the registration requirements of the Securities Act of 1933 pursuant to Section 4(a)(2) thereof.

The Class B Preferred Units are accounted for as mezzanine equity in the consolidated balance sheet consisting of the following (in thousands):

| | March 31, 2018 | December 31, 2017 |
|------------------------------------|-------------------|----------------------|
| Mezzanine equity beginning balance | \$ 343,912 | \$ 342,991 |
| Amortization of discount | 531 | 1,796 |
| Distributions | 8,750 | 35,875 |
| Distributions paid | (8,750) | (36,750) |
| Total mezzanine equity | <u>\$ 344,443</u> | <u>\$ 343,912</u> |

Earnings per Unit

Net income (loss) per common unit for the period is based on any distributions that are made to the unitholders (common units) plus an allocation of undistributed net income (loss) based on provisions of the partnership agreement, divided by the weighted average number of common units outstanding. The two-class method dictates that net income (loss) for a period be reduced by the amount of distributions and that any residual amount representing undistributed net income (loss) be allocated to common unitholders and other participating unitholders to the extent that each unit may share in net income (loss) as if all of the net income for the period had been distributed in accordance with the partnership agreement. Unit-based awards granted but unvested are eligible to receive distributions. The underlying unvested restricted unit awards are considered participating securities for purposes of determining net income (loss) per unit. Undistributed income (loss) is allocated to participating securities based on the proportional relationship of the weighted average number of common units and unit-based awards outstanding. Undistributed losses (including those resulting from distributions in excess of net income) are allocated to common units based on provisions of the partnership agreement. Undistributed losses are not allocated to unvested restricted unit awards as they do not participate in net losses. Distributions declared and paid in the period are treated as distributed earnings in the computation of earnings per common unit even though cash distributions are not necessarily derived from current or prior period earnings.

Our general partner does not have an economic interest in the Partnership and, therefore, does not participate in the Partnership’s net income.

17. REPORTING SEGMENTS

“Midstream” and “Production” best describe the operating segments of the businesses that we separately report. The factors used to identify these reporting segments are based on the nature of the operations that are undertaken by each segment. The Midstream segment operates the gathering, processing and transportation of crude oil, natural gas and NGLs. The Production segment operates to produce crude oil and natural gas. These segments are broadly understood across the petroleum and petrochemical industries.

These functions have been defined as the operating segments of the Partnership because they are the segments (1) that engage in business activities from which revenues are earned and expenses are incurred; (2) whose operating results are regularly reviewed by the Partnership’s chief operating decision maker (“CODM”) to make decisions about resources to be allocated to the segment and to assess its performance; and (3) for which discrete financial information is available. Operating segments are evaluated for their contribution to the Partnership’s consolidated results based on operating income, which is defined as segment operating revenues less expenses.

We realigned the composition of our operating segments to reflect management’s view of the operating results during the fourth quarter 2017. The following tables present financial information for each operating segment for the periods indicated based on the realignment of our operating segments (in thousands):

| | Three Months Ended March 31, 2018 | | |
|---|-----------------------------------|-----------------|------------------|
| | Production | Midstream | Total |
| Segment revenues | | | |
| Natural gas sales | \$ 473 | \$ — | \$ 473 |
| Oil sales | 3,462 | — | 3,462 |
| Natural gas liquid sales | 595 | — | 595 |
| Gathering and transportation sales | — | 1,688 | 1,688 |
| Gathering and transportation lease revenues | — | 12,318 | 12,318 |
| Total segment revenues | 4,530 | 14,006 | 18,536 |
| Segment operating costs | | | |
| Lease operating expenses | 1,752 | 219 | 1,971 |
| Transportation operating expenses | — | 2,847 | 2,847 |
| Production taxes | 322 | — | 322 |
| Depreciation, depletion and amortization | 1,363 | 5,265 | 6,628 |
| Accretion expense | 54 | 72 | 126 |
| Total segment operating costs | 3,491 | 8,403 | 11,894 |
| Segment other income | | | |
| Earnings from equity investments | — | 4,272 | 4,272 |
| Total segment other income | — | 4,272 | 4,272 |
| Segment operating income | \$ 1,039 | \$ 9,875 | \$ 10,914 |

| | Three Months Ended March 31, 2017 | | |
|--|-----------------------------------|-----------------|---------------|
| | Production | Midstream | Total |
| Segment operating revenues | | | |
| Natural gas sales | \$ 2,779 | \$ — | \$ 2,779 |
| Oil sales | 11,350 | — | 11,350 |
| Natural gas liquid sales | 467 | — | 467 |
| Gathering and transportation sales | — | 11,211 | 11,211 |
| Total segment operating revenues | 14,596 | 11,211 | 25,807 |
| Segment operating costs | | | |
| Lease operating expenses | 4,724 | 259 | 4,983 |
| Transportation operating expenses | — | 3,296 | 3,296 |
| Cost of sales | 37 | — | 37 |
| Production taxes | 473 | — | 473 |
| Depreciation, depletion and amortization | 3,281 | 8,900 | 12,181 |
| Asset impairments | 4,688 | — | 4,688 |
| Accretion expense | 192 | 66 | 258 |
| Total segment operating costs | 13,395 | 12,521 | 25,916 |
| Segment other income | | | |
| Earnings from equity investments | (136) | 618 | 482 |
| Total segment other income (loss) | (136) | 618 | 482 |
| Segment operating income (loss) | \$ 1,065 | \$ (692) | \$ 373 |

| | Three Months Ended March 31, | |
|--|---------------------------------|-------------------|
| | 2018 | 2017 |
| Reconciliation of segment operating income to net income (loss) | | |
| Total segment operating income | \$ 10,914 | \$ 373 |
| General and administrative | (5,165) | (5,609) |
| Unit-based compensation expense | (1,438) | (540) |
| Interest expense, net | (2,599) | (1,883) |
| Other income (expense) ^(a) | (270) | — |
| Net income (loss) | \$ 1,442 | \$ (7,659) |

(a) Other expense in 2017 excludes earnout rebate. As the rebate is reviewed by the CODM at the segment level, it was included in the Midstream segment operating costs.

The following table summarizes the total assets and capital expenditures by operating segment based on the segment realignment as of March 31, 2018 and 2017 (in thousands):

| | March 31, 2018 | | | |
|-------------------------------------|----------------|------------|--------------------------|------------|
| | Production | Midstream | Corporate ^(a) | Total |
| Other financial information | | | | |
| Total assets | \$ 54,799 | \$ 455,388 | \$ 2,775 | \$ 512,962 |
| Capital expenditures ^(b) | \$ 3 | \$ 701 | \$ — | \$ 704 |

| | December 31, 2017 | | | |
|-------------------------------------|-------------------|------------|--------------------------|------------|
| | Production | Midstream | Corporate ^(a) | Total |
| Other financial information | | | | |
| Total assets | \$ 58,623 | \$ 468,656 | \$ 1,144 | \$ 528,423 |
| Capital expenditures ^(b) | \$ 441 | \$ 46,452 | \$ — | \$ 46,893 |

(a) Corporate assets not reviewed by the CODM on a segment basis consists of cash, certain prepaids, office furniture, and other assets.

(b) Inclusive of capital contributions made to equity method investments.

18. VARIABLE INTEREST ENTITIES

During the year ended December 31, 2016, the Partnership adopted ASU 2015-02, “Consolidation—Amendments to the Consolidation Analysis,” which introduces a separate analysis for determining if limited partnerships and similar entities are variable interest entities (“VIEs”) and clarifies the steps a reporting entity would have to take to determine whether the voting rights of stockholders in a corporation or similar entity are substantive.

As noted above in Note 11, “Investments,” the Partnership acquired a 50% membership interest in Carnero Gathering from a subsidiary of Sanchez Energy for an initial payment of approximately \$37.0 million and the assumption of remaining capital commitments to Carnero Gathering, estimated at approximately \$7.4 million as of the date of the acquisition. The Partnership determined that the Carnero Gathering joint venture is more similar to a limited partnership than a corporation. Under the revised guidance of ASU 2015-02, a limited partnership or similar entity with equity at risk will not be a variable interest entity (“VIE”) if a partner is able to exercise kick-out rights over the general partner(s) or is able to exercise substantive participating rights. We concluded that the Carnero Gathering joint venture is a VIE under the revised guidance because we cannot remove Targa as operator and we do not have substantive participating rights. In addition, Targa has the discretion to direct activities of the VIE regarding the risks associated with price, operations, and capital investment which have the most significant impact on the VIE’s economic performance.

The Partnership’s investment in Carnero Gathering represents a VIE that could expose the Partnership to losses. The amount of losses the Partnership could be exposed to from the Carnero Gathering joint venture is limited to the capital investment of approximately \$47.4 million.

As of March 31, 2018, the Partnership had invested approximately \$46.4 million in Carnero Gathering. As of March 31, 2018, no debt has been incurred by Carnero Gathering. We have included this VIE in the “Equity investments” long-term asset line on the balance sheet.

As noted above in Note 11, “Investments,” the Partnership acquired a 50% membership interest in Carnero Processing from a subsidiary of Sanchez Energy for an initial payment of approximately \$55.5 million and the assumption of remaining capital commitments to Carnero Processing, estimated at approximately \$24.5 million as of the date of the acquisition. The Partnership determined that the Carnero Processing joint venture is more similar to a limited partnership than a corporation. Under the revised guidance of ASU 2015-02, a limited partnership or similar entity with equity at risk will not be a VIE if a limited partner is able to exercise kick-out rights over the general partner(s) or is able to exercise substantive participating rights. We concluded that the Carnero Processing joint venture is a VIE under the revised guidance because we cannot remove Targa as operator and we do not have substantive participating rights. In addition, Targa has the discretion to direct activities of the VIE regarding the risks associated with price, operations, and capital investment which have the most significant impact on the VIE’s economic performance.

Similar to the Partnership’s investment in Carnero Gathering, the Partnership’s investment in Carnero Processing represents a VIE that could expose the Partnership to losses. The amount of losses the Partnership could be exposed to from the Carnero Processing joint venture is limited to the capital investment of approximately \$73.9 million.

As of March 31, 2018, the Partnership had invested approximately \$74.9 million in Carnero Processing. As of March 31, 2018, no debt has been incurred by Carnero Processing. We have included this VIE in the “Equity investments” long-term asset line on the balance sheet.

Below is a tabular comparison of the carrying amounts of the assets and liabilities of the VIE and the Partnership's maximum exposure to loss as of March 31, 2018 and December 31, 2017 (in thousands):

| | March 31, 2018 | December 31, 2017 |
|--------------------------------------|-------------------|----------------------|
| Acquisitions and capital investments | \$ 125,323 | \$ 125,059 |
| Earnings in equity investments | 14,559 | 10,288 |
| Distributions received | (18,624) | (11,632) |
| Maximum exposure to loss | \$ 121,258 | \$ 123,715 |

19. SUBSEQUENT EVENTS

On May 8, 2018, the board of directors of our general partner declared a first quarter 2018 cash distribution on the Partnership's common units of \$0.4508 per unit (\$1.8032 per unit annualized) payable on May 31, 2018 to holders of record on May 22, 2018. The Partnership also declared a first quarter distribution on the Class B preferred units and elected to pay the distribution in cash. Accordingly, the Partnership declared a cash distribution of \$0.28225 per Class B preferred unit payable on May 31, 2018 to holders of record on May 22, 2018.

On April 30, 2018, a subsidiary of the Partnership, SEP Holdings IV, LLC ("SEP") entered into an Agreement to Purchase Oil and Gas Interests with EP Energy E&P Company, L.P. ("EP"), pursuant to which EP bought specified wellbores and other associated assets and interests in La Salle County Texas from SEP (the "Briggs Assets") for a base purchase price of approximately \$4.5 million, which after giving effect to preliminary purchase price adjustments was reduced to approximately \$4.0 million (the "Briggs Divestiture"), which remains subject to customary post-closing adjustments. In addition, other than a limited amount of retained obligations, EP agreed to assume all obligations relating to the Briggs Assets, including all plugging and abandonment costs, that arose on or after March 1, 2018.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis should be read in conjunction with the financial statements and the summary of significant accounting policies and notes included herein and in our most recent Annual Report on Form 10-K. The following discussion contains “Forward-Looking Statements” that reflect our future plans, estimates, forecasts, guidance, beliefs and expected performance. The “Forward-Looking Statements” are dependent upon events, risks and uncertainties that may be outside our control. Our actual results could differ materially from those discussed in these “Forward-Looking Statements.” Please read “Cautionary Note Regarding Forward-Looking Statements.”

Overview

We are a growth-oriented publicly-traded limited partnership focused on the acquisition, development, ownership and operation of midstream and other energy-related assets in North America. The Partnership has ownership stakes in oil and natural gas gathering systems, natural gas pipelines, and a natural gas processing facility, all located in the Western Eagle Ford in South Texas. Our assets include our wholly-owned gathering system called Western Catarina Midstream, our wholly-owned Seco Pipeline, a 50% interest in a gathering system that connects to Western Catarina Midstream called the Carnero Gathering Line, a 50% interest in a cryogenic natural gas processing plant called the Raptor Gas Processing Facility, and reversionary working interests and other production assets in Texas, Louisiana and Oklahoma. On June 2, 2017, Sanchez Production Partners LP changed its name to Sanchez Midstream Partners LP. Manager owns the general partner of SNMP and all of SNMP’s incentive distribution rights. Our common units are currently listed on the NYSE American under the symbol “SNMP.”

How We Evaluate Our Operations

We evaluate our business on the basis of the following key measures:

- our throughput volumes on gathering systems upon acquiring those assets;
- our operating expenses; and
- our Adjusted EBITDA, a non-GAAP financial measure (for a reconciliation of Adjusted EBITDA to the most comparable GAAP financial measure please read “—Non-GAAP Financial Measures—Adjusted EBITDA”).

Throughput Volumes

Upon the acquisition of Western Catarina Midstream, our management began to analyze our performance based on the aggregate amount of throughput volumes on the gathering system. We must connect additional wells or well pads within the dedicated areas in order to maintain or increase throughput volumes on Western Catarina Midstream. Our success in connecting additional wells is impacted by successful drilling activity by Sanchez Energy on the acreage dedicated to Western Catarina Midstream, our ability to secure volumes from Sanchez Energy from new wells drilled on non-dedicated acreage, our ability to attract hydrocarbon volumes currently gathered by our competitors and our ability to cost-effectively construct or acquire new infrastructure. Construction of the Seco Pipeline was completed in August 2017, and throughput volumes are dependent on gas processed at the Raptor Gas Processing Facility and demand for dry gas in markets in South Texas. Natural gas is currently being transported through the Seco Pipeline under the Seco Pipeline Transportation Agreement. Future throughput volumes on the pipeline are dependent on the continuation of this month-to-month agreement with Sanchez Energy, execution of a new agreement with Sanchez Energy or execution of an agreement with a third party.

Operating Expenses

Our management seeks to maximize Adjusted EBITDA, a non-GAAP financial measure, in part by minimizing operating expenses. These expenses are or will be comprised primarily of field operating costs (which generally consists of lease operating expenses, labor, vehicles, supervision, transportation, minor maintenance, tools and supplies expenses, among other items), compression expense, ad valorem taxes and other operating costs, some of which will be independent of our oil and natural gas production or the throughput volumes on the gathering system but fluctuate depending on the scale of our operations during a specific period.

Non-GAAP Financial Measures—Adjusted EBITDA

To supplement our financial results and guidance presented in accordance with U.S. generally accepted accounting principles (“GAAP”), we use Adjusted EBITDA, a non-GAAP financial measure, in this quarterly report. We believe that non-GAAP financial measures are helpful in understanding our past financial performance and potential future results, particularly in light of the effect of various transactions effected by us. We define Adjusted EBITDA as net income (loss) adjusted by: (i) interest (income) expense, net, which includes interest expense, interest expense net (gain) loss on interest rate derivative contracts, and interest (income); (ii) income tax expense (benefit); (iii) depreciation, depletion and amortization; (iv) asset impairments; (v) accretion expense; (vi) (gain) loss on sale of assets; (vii) unit-based compensation expense; (viii) unit-based asset management fees; (ix) distributions in excess of equity earnings; (x) (gain) loss on mark-to-market activities; (xi) commodity derivatives settled early; (xii) (gain) loss on embedded derivatives; and (xiii) acquisition and divestiture costs.

Adjusted EBITDA is a significant performance metric used by our management to indicate (prior to the establishment of any cash reserves by the board of directors of our general partner) the distributions that we would expect to pay to our unitholders. Specifically, this financial measure indicates to investors whether or not we are generating cash flows at a level that can sustain or support a quarterly distribution or any increase in our quarterly distribution rates. Adjusted EBITDA is also used as a quantitative standard by our management and by external users of our financial statements such as investors, research analysts, our lenders and others to assess: (i) the financial performance of our assets without regard to financing methods, capital structure or historical cost basis; (ii) the ability of our assets to generate cash sufficient to pay interest costs and support our indebtedness; and (iii) our operating performance and return on capital as compared to those of other companies in our industry, without regard to financing or capital structure.

We believe that the presentation of Adjusted EBITDA provides useful information to investors in assessing our financial condition and results of operations. The GAAP measure most directly comparable to Adjusted EBITDA is net income (loss). Our non-GAAP financial measure of Adjusted EBITDA should not be considered as an alternative to GAAP net income (loss). Adjusted EBITDA has important limitations as an analytical tool because it excludes some but not all items that affect net income (loss). Adjusted EBITDA should not be considered in isolation or as a substitute for analysis of our results as reported under GAAP. Because Adjusted EBITDA may be defined differently by other companies in our industry, our definition of Adjusted EBITDA may not be comparable to similarly titled measures of other companies, thereby diminishing its utility.

The following table sets forth a reconciliation of Adjusted EBITDA to net income (loss), its most directly comparable GAAP performance measure, for each of the periods presented (in thousands):

| | Three Months Ended | |
|--|--------------------|------------|
| | March 31, | |
| | 2018 | 2017 |
| Net income (loss) | \$ 1,442 | \$ (7,659) |
| Adjusted by: | | |
| Interest expense, net | 2,599 | 1,883 |
| Income tax expense | — | — |
| Depreciation, depletion and amortization | 6,628 | 12,181 |
| Asset impairments | — | 4,688 |
| Accretion expense | 126 | 258 |
| (Gain) loss on sale of assets | — | — |
| Unit-based compensation expense | 1,438 | 540 |
| Unit-based asset management fees | 2,279 | 2,030 |
| Distributions in excess of equity earnings | 1,837 | 968 |
| (Gain) loss on mark-to-market activities | 1,978 | (4,480) |
| Acquisition and divestiture costs | 251 | 129 |
| Adjusted EBITDA | \$ 18,578 | \$ 10,538 |

Significant Operational Factors

· *Throughput.* During the three months ended March 31, 2018, Sanchez Energy transported average daily production through Western Catarina Midstream of approximately 11.4 MBbls/d of crude oil, 151.7 MMcf/d of natural gas and 8.7 MBbls/d of water. During the three months ended March 31, 2017, Sanchez Energy transported average daily production through Western Catarina Midstream of approximately 11.3 MBbls/d of crude oil, 151.7 MMcf/d of natural gas and an insignificant amount of water. During the three months ended March 31, 2018 Sanchez Energy transported average daily production through Seco Pipeline of approximately 67.9 MMcf/d of natural gas.

- *Production.* Our production for the three months ended March 31, 2018, was 141 MBoe, or an average of 1,567 Boe per day, compared with approximately 310 MBoe, or an average of 3,444 Boe per day, for the three months ended March 31, 2017.
- *Capital Expenditures.* For the three months ended March 31, 2018, we spent approximately \$0.4 million in capital expenditures, related to the development of Western Catarina Midstream. For the three months ended March 31, 2017, we spent approximately \$13.0 million in capital expenditures, consisting of \$11.9 million related to the development of the Seco Pipeline and \$1.1 million related to the development of Western Catarina Midstream.
- *Hedging Activities.* For the three months ended March 31, 2018, the non-cash mark-to-market loss for our commodity derivatives was approximately \$1.7 million, compared to a gain of \$4.5 million for the same period in 2017.

Recent Developments

On May 8, 2018, the board of directors of our general partner declared a first quarter 2018 cash distribution on the Partnership's common units of \$0.4508 per unit (\$1.8032 per unit annualized) payable on May 31, 2018 to holders of record on May 22, 2018. The Partnership also declared a first quarter distribution on the Class B preferred units and elected to pay the distribution in cash. Accordingly, the Partnership declared a cash distribution of \$0.28225 per Class B preferred unit payable on May 31, 2018 to holders of record on May 22, 2018.

On April 30, 2018, a subsidiary of the Partnership, SEP, entered into an Agreement to Purchase Oil and Gas Interests with EP, pursuant to which EP bought the Briggs Assets from SEP for a base purchase price of approximately \$4.5 million, which after giving effect to preliminary purchase price adjustments was reduced to approximately \$4.0 million, which remains subject to customary post-closing adjustments. In addition, other than a limited amount of retained obligations, EP agreed to assume all obligations relating to the Briggs Assets, including all plugging and abandonment costs, that arose on or after March 1, 2018.

Results of Operations by Segment

Three months ended March 31, 2018 compared to three months ended March 31, 2017

Midstream Operating Results

The following table sets forth the selected financial and operating data pertaining to the Midstream segment for the periods indicated (in thousands):

| | Three Months Ended | | | |
|---|--------------------|-----------------|------------------|--------------------------|
| | March 31, | | Variance | |
| | 2018 | 2017 | | |
| Revenues: | | | | |
| Gathering and transportation sales | \$ 1,688 | \$ 11,211 | \$ (9,523) | (85)% |
| Gathering and transportation lease revenues | 12,318 | — | 12,318 | NM ^(a) |
| Total gathering and transportation sales | 14,006 | 11,211 | 2,795 | 25 % |
| Operating expenses: | | | | |
| Lease operating expenses | 219 | 259 | (40) | (15)% |
| Transportation operating expenses | 2,847 | 3,296 | (449) | (14)% |
| Depreciation and amortization expense | 5,265 | 8,900 | (3,635) | (41)% |
| Accretion expense | 72 | 66 | 6 | 9 % |
| Total operating expenses | 8,403 | 12,521 | (4,118) | (33)% |
| Other income: | | | | |
| Earnings from equity investments | 4,272 | 618 | 3,654 | NM ^(a) |
| Operating income (loss) | \$ 9,875 | \$ (692) | \$ 10,567 | NM ^(a) |

(a) Variances deemed to be Not Meaningful "NM."

Gathering and transportation sales. During the three months ended March 31, 2018, Sanchez Energy transported average daily production through Seco Pipeline of approximately 67.9 MMcf/d of natural gas.

Gathering and transportation lease revenues. We consummated the acquisition of Western Catarina Midstream from Sanchez Energy and entered into the related Gathering Agreement with Sanchez Energy in October 2015. On June 30, 2017, the Gathering Agreement with Sanchez Energy was amended to add an incremental infrastructure fee to be paid by SN Catarina based on water that is delivered through the gathering system through March 31, 2018. During the three months ended March 31, 2018, Sanchez Energy transported average daily production through Western Catarina Midstream of approximately 11.4 MBbls/d of crude oil, 151.7 MMcf/d of natural gas and 8.7 MBbls/d of water. During the three months ended March 31, 2017, Sanchez Energy transported average daily production through Western Catarina Midstream of approximately 11.3 MBbls/d of crude oil, 151.7 MMcf/d of natural gas and an insignificant amount of water.

Earnings from equity investments. Earnings from equity investments increased \$3.7 million to \$4.3 million for the three months ended March 31, 2018, compared to \$0.6 million for the same period in 2017. This increase was the result of benefitting from earnings from Carnero Processing for the three months ended March 31, 2018.

Lease operating expense. Lease operating expenses, which includes ad valorem taxes, remained flat for the three months ended March 31, 2018 and 2017.

Transportation operating expenses. Our operating expenses generally consist of equipment rentals, chemicals, treating, metering fees, permit and regulatory fees, labor, minor maintenance, tools, supplies, and integrity management expenses. Our transportation operating expenses decreased \$0.5 million to \$2.8 million for the three months ended March 31, 2018, compared to \$3.3 million during the same period in 2017, which was due to fewer repairs and maintenance on our midstream assets.

Depreciation and amortization expense. Gathering and transportation assets are stated at historical acquisition cost, net of any impairments, and are depreciated using the straight-line method over the useful lives of the assets, which range from 5 to 15 years for equipment, and up to 36 years for gathering facilities. Our depreciation, depletion and amortization expense decreased \$3.6 million, or 41%, to \$5.3 million for the three months ended March 31, 2018, compared to \$8.9 million during the same period in 2017. The decrease was the result of accelerated depreciation recognized during the first quarter of 2017 relating to a decrease in the estimated useful lives on some of our midstream assets.

Production Operating Results

The following tables set forth the selected financial and operating data pertaining to the Production segment for the periods indicated (in thousands, except net production and average sales and costs):

| | Three Months Ended | | | |
|--|---------------------------|-----------------|-----------------|-------------------|
| | March 31, | | Variance | |
| | 2018 | 2017 | | |
| Revenues: | | | | |
| Natural gas sales at market price | \$ 471 | \$ 2,276 | \$ (1,805) | (79)% |
| Natural gas hedge settlements | — | 646 | (646) | NM ^(a) |
| Natural gas mark-to-market activities | 2 | (86) | 88 | NM ^(a) |
| Natural gas total | 473 | 2,836 | (2,363) | (83)% |
| Oil sales at market price | 5,402 | 5,855 | (453) | (8)% |
| Oil hedge settlements | (230) | 929 | (1,159) | NM ^(a) |
| Oil mark-to-market activities | (1,710) | 4,566 | (6,276) | NM ^(a) |
| Oil total | 3,462 | 11,350 | (7,888) | (69)% |
| NGL sales | 595 | 467 | 128 | 27 % |
| Miscellaneous expense | — | (57) | 57 | NM ^(a) |
| Total revenues | 4,530 | 14,596 | (10,066) | (69)% |
| Operating expenses: | | | | |
| Lease operating expenses | 1,752 | 4,724 | (2,972) | (63)% |
| Cost of sales | — | 37 | (37) | NM ^(a) |
| Production taxes | 322 | 473 | (151) | (32)% |
| Depreciation, depletion and amortization | 1,363 | 3,281 | (1,918) | (58)% |
| Asset impairments | — | 4,688 | (4,688) | NM ^(a) |
| Accretion expense | 54 | 192 | (138) | (72)% |
| Total operating expenses | 3,491 | 13,395 | (9,904) | (74)% |
| Other income: | | | | |
| Earnings from equity investments | — | (136) | 136 | NM ^(a) |
| Operating income | \$ 1,039 | \$ 1,065 | \$ (26) | (2)% |

(a) Variances deemed to be Not Meaningful "NM."

| | Three Months Ended | | | |
|---|--------------------|----------|-----------|-------|
| | March 31, | | Variance | |
| | 2018 | 2017 | | |
| Net production: | | | | |
| Natural gas (Mcf) | 182 | 978 | (796) | (81)% |
| Oil production (MBbl) | 85 | 120 | (35) | (29)% |
| NGLs (MBbl) | 26 | 27 | (1) | (4)% |
| Total production (MBoe) | 141 | 310 | (169) | (55)% |
| Average daily production (Boe/d) | 1,567 | 3,444 | (1,877) | (55)% |
| Average sales prices: | | | | |
| Natural gas price per Mcf with hedge settlements | \$ 2.59 | \$ 2.99 | \$ (0.40) | (13)% |
| Natural gas price per Mcf without hedge settlements | \$ 2.59 | \$ 2.33 | \$ 0.26 | 11 % |
| Oil price per Bbl with hedge settlements | \$ 60.85 | \$ 56.53 | \$ 4.32 | 8 % |
| Oil price per Bbl without hedge settlements | \$ 63.55 | \$ 48.79 | \$ 14.76 | 30 % |
| Liquid price per Bbl without hedge settlements | \$ 22.88 | \$ 17.30 | \$ 5.58 | 32 % |
| Total price per Boe with hedge settlements | \$ 44.24 | \$ 32.82 | \$ 11.42 | 35 % |
| Total price per Boe without hedge settlements | \$ 45.87 | \$ 27.74 | \$ 18.13 | 65 % |
| Average unit costs per Boe: | | | | |
| Field operating expenses ^(a) | \$ 14.71 | \$ 16.76 | \$ (2.05) | (12)% |
| Lease operating expenses | \$ 12.43 | \$ 15.24 | \$ (2.81) | (18)% |
| Production taxes | \$ 2.28 | \$ 1.53 | \$ 0.75 | 49 % |
| Depreciation, depletion and amortization | \$ 9.67 | \$ 10.58 | \$ (0.91) | (9)% |

(a) Field operating expenses include lease operating expenses (average production costs) and production taxes.

Production. For the three months ended March 31, 2018, 60% of our production was oil, 18% was NGLs and 22% was natural gas as compared to the three months ended March 31, 2017, where 39% of our production was oil, 9% was NGLs and 52% was natural gas. The production mix between the periods has shifted to a higher oil production as a result of multiple asset divestitures in 2017. Combined production has decreased by 169 MBoe for the three months ended March 31, 2018, primarily due to the Oklahoma Production Divestiture and Texas Production Divestiture.

Natural gas, NGLs and oil sales. Unhedged oil sales decreased \$0.5 million, or 8%, to \$5.4 million for the three months ended March 31, 2018, compared to \$5.9 million for the same period in 2017. NGL sales increased \$0.1 million, or 27%, to \$0.6 million for the three months ended March 31, 2018, compared to \$0.5 million for the same period in 2017. Unhedged natural gas sales decreased \$1.8 million, or 79%, to \$0.5 million for the three months ended March 31, 2018, compared to \$2.3 million for the same period in 2017. Total decrease in oil, NGL and natural gas sales for the three months ended March 31, 2018 was primarily the result of the Oklahoma Production Divestiture and Texas Production Divestiture.

Including hedges and mark-to-market activities, our total revenue decreased \$10.0 million for the three months ended March 31, 2018, compared to the same period in 2017. This decrease was primarily the result of a \$6.2 million decrease in mark-to-market activities, a \$1.8 million decrease in settlements on oil and natural gas derivatives, and a \$1.8 million decrease in natural gas sales.

The following tables provide an analysis of the impacts of changes in average realized prices and production volumes between the periods on our unhedged revenues from the three months ended March 31, 2018 to the three months ended March 31, 2017 (dollars in thousands, except average sales price):

| | Q1 2018 Production Volume | Q1 2017 Production Volume | Production Volume Difference | Q1 2017 Average Sales Price | Revenue Increase/(Decrease) due to Production |
|-----------------------------|---------------------------------|---------------------------------|------------------------------------|-----------------------------------|---|
| Natural gas (Mcf) | 182 | 978 | (796) | \$ 2.33 | \$ (1,855) |
| Oil (MMBbl) | 85 | 120 | (35) | \$ 48.79 | \$ (1,708) |
| Natural gas liquids (MBbl) | 26 | 27 | (1) | \$ 17.30 | \$ (17) |
| Total oil equivalent (MBoe) | 141 | 310 | (169) | \$ 27.74 | \$ (3,580) |

| | Q1 2018 Average Sales Price | Q1 2017 Average Sales Price | Average Sales Price Difference | Q1 2018 Volume | Revenue Increase/(Decrease) due to Price |
|-----------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-------------------|--|
| Natural gas (Mcf) | \$ 2.59 | \$ 2.33 | \$ 0.26 | 182 | \$ 47 |
| Oil (MMBbl) | \$ 63.55 | \$ 48.79 | \$ 14.76 | 85 | \$ 1,255 |
| Natural gas liquids (MMbl) | \$ 22.88 | \$ 17.30 | \$ 5.58 | 26 | \$ 145 |
| Total oil equivalent (Mboe) | \$ 45.87 | \$ 27.74 | \$ 18.13 | 141 | \$ 1,447 |

A 10% increase or decrease in our average realized sales prices, excluding the impact of derivatives, would have increased or decreased our revenues for the three months ended March 31, 2018 by \$0.6 million.

Hedging and mark-to-market activities. We apply mark-to-market accounting to our derivative contracts and the full volatility of the non-cash change in fair value of our outstanding contracts is reflected in oil and natural gas sales. For the three months ended March 31, 2018, the non-cash mark-to-market loss was \$1.7 million, compared to a gain of \$4.5 million for the same period in 2017. The 2018 non-cash loss resulted from higher future expected oil prices on these derivative transactions. Cash settlements paid for our commodity derivatives were \$0.2 million for the three months ended March 31, 2018, compared to cash settlements received of \$1.6 million for the three months ended March 31, 2017.

Field operating expenses. Our field operating expenses generally consist of lease operating expenses, labor, vehicles, supervision, transportation, minor maintenance, tools and supplies expenses, as well as production and ad valorem taxes.

Lease operating expenses decreased \$2.9 million, or 63%, to \$1.8 million for the three months ended March 31, 2018, compared to \$4.7 million during the same period in 2017. On a per unit basis, lease operating expenses were \$12.43 per Boe, for the three months ended March 31, 2018, and \$15.24 per Boe for the same period in 2017. The decreased lease operating expenses per Boe for the comparative periods were primarily the result of the Oklahoma Production Divestiture and Texas Production Divestiture.

Depreciation, depletion and amortization expense. Depreciation, depletion and amortization expense includes the depreciation, depletion and amortization of acquisition costs and equipment costs. Depletion is calculated using units-of-production under the successful efforts method of accounting. Assuming other variables remain constant, as oil, NGL and natural gas production increases or decreases, our depletion expense would increase or decrease as well.

Our depreciation, depletion and amortization expense for the three months ended March 31, 2018 was \$1.4 million, or \$9.67 per Boe, compared to \$3.3 million, or \$10.58 per Boe, for the same period in 2017. This decrease in the per Boe expense is primarily the result of the Oklahoma Production Divestiture and Texas Production Divestiture. Our non-oil and natural gas properties are depreciated using the straight-line basis.

Impairment expense. For the three months ended March 31, 2018, we did not record impairment charges. For the same period in 2017, we recorded non-cash charges of \$4.7 million to impair certain of our oil and natural gas properties in Texas as part of the Production Acquisition.

Consolidated Earnings Results

The following table sets forth the reconciliation of segment operating income to net income (loss) for periods indicated (in thousands):

| | Three Months Ended | | | Variance |
|--|--------------------|-------------------|-----------------|--------------------------|
| | March 31, | | | |
| | 2018 | 2017 | | |
| Reconciliation of segment operating income to net income (loss) | | | | |
| Total segment operating income | \$ 10,914 | \$ 373 | \$ 10,541 | NM ^(a) |
| General and administrative | (5,165) | (5,609) | 444 | (8)% |
| Unit-based compensation expense | (1,438) | (540) | (898) | NM ^(a) |
| Interest expense, net | (2,599) | (1,883) | (716) | 38 % |
| Other income (expense) ^(b) | (270) | — | (270) | NM ^(a) |
| Net income (loss) | \$ 1,442 | \$ (7,659) | \$ 9,101 | NM ^(a) |

(a) Variances deemed to be Not Meaningful "NM."

(b) Other expense in 2017 excludes earnout rebate. As the rebate is reviewed by the CODM at the segment level, it was included in the Midstream segment operating costs.

General and administrative expenses. General and administrative expenses include the costs of our employees, related benefits, field office expenses, professional fees, direct and indirect costs billed by Manager in connection with the Services Agreement and other costs not directly associated with field operations. General and administrative expenses, inclusive of unit-based compensation expense, increased 8%, to \$6.6 million for the three months ended March 31, 2018, compared to \$6.1 million for the same period in 2017. This increase was primarily driven by an increase in asset management fees and outstanding equity awards related to the restricted unit grant on March 21, 2017.

Interest expense, net. Interest expense increased \$0.7 million, or 38%, to \$2.6 million for the three months ended March 31, 2018, compared to \$1.9 million for the same period in 2017. This increase was the result of net draws on our Credit Agreement, primarily to fund capital projects in our joint ventures with Targa.

Liquidity and Capital Resources

As of March 31, 2018, we had approximately \$1.8 million in cash and cash equivalents and \$16.0 million available for borrowing under the Credit Agreement in effect on such date. During the three months ended March 31, 2018, we paid approximately \$2.3 million in cash for interest on borrowings under our Credit Agreement and approximately \$14.0 thousand in cash for the commitment fee on undrawn commitments.

Our capital expenditures during the three months ended March 31, 2018 were funded with cash on hand. In the future, capital and liquidity are anticipated to be provided by operating cash flows, borrowings under our Credit Agreement and proceeds from the issuance of additional limited partner units. We expect that the combination of these capital resources will be adequate to meet our short-term working capital requirements, long-term capital expenditures program and expected quarterly cash distributions.

We expect that our future cash requirements relating to working capital, maintenance capital expenditures and quarterly cash distributions to our partners will be funded from cash flows internally generated from our operations. Our expansion capital expenditures will be funded by borrowings under our Credit Agreement or from potential capital market transactions. However, there can be no assurance that operations and other capital resources will provide cash in sufficient amounts to maintain our current debt level, planned levels of capital expenditures, operating expenses or any cash distributions that we may make to unitholders.

Credit Agreement

We have entered into a credit facility with Royal Bank of Canada, as administrative agent and collateral agent, and the lenders party thereto. The Credit Agreement provides a maximum commitment of \$500.0 million and has a maturity date of March 31, 2020. Borrowings under the Credit Agreement are secured by various mortgages of oil and natural gas properties that we own as well as various security and pledge agreements among the Partnership and certain of its subsidiaries and the administrative agent.

The amount available for borrowing at any one time under the Credit Agreement is limited to the borrowing base for our midstream assets and our oil and natural gas properties. Borrowings under the Credit Agreement are available for direct investment in oil and natural gas properties, acquisitions, and working capital and general business purposes. The Credit Agreement has a sub-limit of \$15.0 million, which may be used for the issuance of letters of credit. The initial borrowing base under the Credit Agreement was \$200.0 million. The borrowing base for the credit available for the upstream oil and natural gas properties is re-determined semi-annually in the second and fourth quarters of the year, and may be re-determined at our request more frequently and by the lenders, in their sole discretion, based on reserve reports as prepared by petroleum engineers, using, among other things, the oil and natural gas pricing prevailing at such time. The borrowing base for the credit available for our midstream properties is equal to the rolling four quarter EBITDA of our midstream operations and the amount of distributions received from joint ventures multiplied by 5.0 initially, 4.75 for the second full quarter after the acquisition of Western Catarina Midstream and 4.5 thereafter. Outstanding borrowings in excess of our borrowing base must be repaid or we must pledge other oil and natural gas properties as additional collateral. We may elect to pay any borrowing base deficiency in three equal monthly installments such that the deficiency is eliminated in a period of three months. Any increase in our borrowing base must be approved by all of our lenders. As of March 31, 2018, the borrowing base under the Credit Agreement was \$249.3 million, with an elected commitment amount of \$200.0 million.

At our election, interest for borrowings under the Credit Agreement are determined by reference to (i) LIBOR plus an applicable margin between 2.25% and 3.25% per annum based on utilization or (ii) ABR plus an applicable margin between 1.25% and 2.25% per annum based on utilization plus (iii) a commitment fee of 0.500% per annum based on the unutilized borrowing base. Interest on the borrowings for ABR loans and the commitment fee are generally payable quarterly. Interest on the borrowings for LIBOR loans are generally payable at the applicable maturity date.

The Credit Agreement contains various covenants that limit, among other things, our ability to incur certain indebtedness, grant certain liens, merge or consolidate, sell all or substantially all of our assets, make certain loans, acquisitions, capital expenditures and investments, and pay distributions.

In addition, we are required to maintain the following financial covenants:

- Current assets to current liabilities for at least 1.0 to 1.0 at all times;
- Senior secured net debt to consolidated adjusted EBITDA for the last twelve months, as of the last day of any fiscal quarter, of not greater than 4.5 to 1.0 if the adjusted EBITDA of our midstream operations equals or exceeds one-third of total Adjusted EBITDA or 4.0 to 1.0 if the adjusted EBITDA of our midstream operations is less than one-third of total adjusted EBITDA; and
- minimum interest coverage ratio of at least 2.5 to 1.0 if the adjusted EBITDA of our midstream operations is greater than one-third of our total adjusted EBITDA.

The Credit Agreement also includes customary events of default, including events of default relating to non-payment of principal, interest or fees, inaccuracy of representations and warranties when made or when deemed made, violation of covenants, cross-defaults, bankruptcy and insolvency events, certain unsatisfied judgments, loan documents not being valid and a change in control. A change in control is generally defined as the occurrence of one of the following events: (i) our existing general partner ceases to be our sole general partner or (ii) certain specified persons shall cease to own more than 50% of the equity interests of our general partner or shall cease to control our general partner. If an event of default occurs, the lenders will be able to accelerate the maturity of the Credit Agreement and exercise other rights and remedies.

The Credit Agreement limits our ability to pay distributions to unitholders. We have the ability to pay distributions to unitholders from available cash, including cash from borrowings under the Credit Agreement, as long as no event of default exists and provided that no distributions to unitholders may be made if the borrowings outstanding, net of available cash, under the Credit Agreement exceed 90% of the borrowing base, after giving effect to the proposed distribution. Our available cash is reduced by any cash reserves established by the board of directors of our general partner for the proper conduct of our business and the payment of fees and expenses.

At March 31, 2018, we were in compliance with the financial covenants contained in the Credit Agreement. We monitor compliance on an ongoing basis. If we are unable to remain in compliance with the financial covenants contained in our Credit Agreement or maintain the required ratios discussed above, the lenders could call an event of default and accelerate the outstanding debt under the terms of the Credit Agreement, such that our outstanding debt could become then due and payable. We may request waivers of compliance from the violated financial covenants from the lenders, but there is no assurance that such waivers would be granted.

Sources of Debt and Equity Financing

As of March 31, 2018, the elected commitment amount under our Credit Agreement was set at \$200.0 million, and we had \$184.0 million of debt outstanding under the facility, leaving us with \$16.0 million in unused borrowing capacity. There were no letters of credit outstanding under our Credit Agreement as of March 31, 2018. Our Credit Agreement matures on March 31, 2020.

Open Commodity Hedge Positions

We enter into hedging arrangements to reduce the impact of oil and natural gas price volatility on our operations. By removing the price volatility from a significant portion of our oil and natural gas production, we have mitigated, but not eliminated, the potential effects of changing prices on our cash flow from operations. While mitigating the negative effects of falling commodity prices, these derivative contracts also limit the benefits we might otherwise receive from increases in commodity prices. These derivative contracts also limit our ability to have additional cash flows to fund higher severance taxes, which are usually based on market prices for oil and natural gas. Our operating cash flows are also impacted by the cost of oilfield services. In the event of inflation increasing service costs or administrative expenses, our hedging program will limit our ability to have increased operating cash flows to fund these higher costs. Increases in the market prices for oil and natural gas will also increase our need for working capital as our commodity hedging contracts cash settle prior to our receipt of cash from our sales of the related commodities to third parties. In August 2017, we repositioned certain of our crude oil and natural gas hedges in anticipation of the sale of the Texas Production Assets and, in the process, received \$3.6 million in net cash from the counterparties on those hedges.

It is our policy to enter into derivative contracts only with counterparties that are creditworthy financial institutions deemed by management as competent and competitive market makers. All of our derivatives are currently collateralized by the assets securing our Credit Agreement and therefore currently do not require the posting of cash collateral. This is significant since we are able to lock in

sales prices on a substantial amount of our expected future production without posting cash collateral based on price changes prior to the hedges being cash settled.

The following tables as of March 31, 2018, summarize, for the periods indicated, our hedges currently in place through December 31, 2020. All of these derivatives are accounted for as mark-to-market activities.

MTM Fixed Price Swaps— West Texas Intermediate (WTI)

| | Three Months Ended (volume in Bbls) | | | | | | | | | |
|------|-------------------------------------|---------------|----------|---------------|---------------|---------------|--------------|---------------|----------------|---------------|
| | March 31, | | June 30, | | September 30, | | December 31, | | Total | |
| | Volume | Average Price | Volume | Average Price | Volume | Average Price | Volume | Average Price | Volume | Average Price |
| 2018 | — | \$ — | 66,432 | \$ 59.71 | 62,840 | \$ 59.78 | 59,704 | \$ 59.84 | 188,976 | \$ 59.77 |
| 2019 | 62,528 | \$ 60.41 | 59,552 | \$ 60.44 | 57,024 | \$ 60.48 | 54,824 | \$ 60.52 | 233,928 | \$ 60.46 |
| 2020 | 52,776 | \$ 53.50 | 50,960 | \$ 53.50 | 49,224 | \$ 53.50 | 47,624 | \$ 53.50 | 200,584 | \$ 53.50 |
| | | | | | | | | | <u>623,488</u> | |

MTM Fixed Price Basis Swaps— NYMEX (Henry Hub)

| | Three Months Ended (volume in MMBtu) | | | | | | | | | |
|------|--------------------------------------|---------------|----------|---------------|---------------|---------------|--------------|---------------|------------------|---------------|
| | March 31, | | June 30, | | September 30, | | December 31, | | Total | |
| | Volume | Average Price | Volume | Average Price | Volume | Average Price | Volume | Average Price | Volume | Average Price |
| 2018 | — | \$ — | 126,600 | \$ 3.00 | 121,600 | \$ 3.00 | 117,040 | \$ 3.00 | 365,240 | \$ 3.00 |
| 2019 | 119,832 | \$ 2.85 | 115,784 | \$ 2.85 | 112,032 | \$ 2.85 | 108,552 | \$ 2.85 | 456,200 | \$ 2.85 |
| 2020 | 105,104 | \$ 2.85 | 102,008 | \$ 2.85 | 99,136 | \$ 2.85 | 96,200 | \$ 2.85 | 402,448 | \$ 2.85 |
| | | | | | | | | | <u>1,223,888</u> | |

Operating Cash Flows

We had net cash flows provided by operating activities for the three months ended March 31, 2018 of \$23.1 million, compared to net cash flow provided by operating activities of \$13.6 million for the same period in 2017. This increase was primarily related to an increase in accounts receivable and accounts receivable-related entities of \$4.2 million as well as higher average commodity process between the periods resulting in an increase of \$1.5 million, and a return from equity investment greater than equity earnings for the period of \$1.2 million.

Our operating cash flows are subject to many variables, the most significant of which is the volume of oil and natural gas transported through our midstream assets, volatility of oil and natural gas prices and our level of production of oil and natural gas. Oil and natural gas prices are determined primarily by prevailing market conditions, which are dependent on regional and worldwide economic activity, weather and other factors beyond our control. Our future operating cash flows will depend on oil and natural gas transported through our midstream assets, as well as the market prices of oil and natural gas and our hedging program.

Investing Activities

We had net cash flows used in investing activities for the three months ended March 31, 2018 of \$1.1 million, consisting primarily of \$1.2 million related to midstream activities, including pipeline construction.

We had net cash flows used in investing activities for the three months ended March 31, 2017 of \$6.6 million, consisting of \$5.8 million related to Seco Pipeline construction and contributions to Carnero Processing of \$2.1 million.

Financing Activities

Net cash flows used in financing activities was \$20.6 million for the three months ended March 31, 2018. During the three months ended March 31, 2018, we distributed \$8.7 million and \$6.7 million to Class B preferred unit holders and common unit holders, respectively, during the same period. Additionally, we paid \$0.1 million in offering costs and repaid \$5.0 million of borrowings.

Net cash flows used in financing activities was \$5.4 million for the three months ended March 31, 2017. During the three months ended March 31, 2017, we had borrowings under our Credit Agreement of \$7.5 million. We distributed \$7.0 million and \$5.8 million to Class B preferred unit holders and common unit holders, respectively, during the same period. Additionally, we paid \$0.1 million in offering costs.

Off-Balance Sheet Arrangements

As of March 31, 2018, we had no off-balance sheet arrangements with third parties, and we maintained no debt obligations that contained provisions requiring accelerated payment of the related obligations in the event of specified levels of declines in credit ratings.

Credit Markets and Counterparty Risk

We actively monitor the credit exposure and risks associated with our counterparties. Additionally, we continue to monitor global credit markets to limit our potential exposure to credit risk where possible. Our primary credit exposures result from the sale of oil and natural gas and our use of derivatives. Through March 31, 2018, we have not suffered any significant losses with our counterparties as a result of non-performance.

Critical Accounting Policies and Estimates

The discussion and analysis of our financial condition and results of operations are based upon our condensed consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of the financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The most significant estimates pertain to proved oil and natural gas reserves and related cash flow estimates used in the calculation of depletion and impairment of oil and natural gas properties, the fair value of commodity derivative contracts and asset retirement obligations, accrued oil and natural gas revenues and expenses and the allocation of general and administrative expenses. Actual results could differ materially from those estimates.

As of March 31, 2018, there were no changes with regard to the critical accounting policies disclosed in our Annual Report on Form 10-K for the year ended December 31, 2017, which was filed with the SEC on March 12, 2018. The policies disclosed included the accounting for oil and natural gas properties, oil and natural gas reserve quantities, revenue recognition and hedging activities. Please read Part 1. Item 1. Note 2. "Basis of Presentation and Summary of Significant Accounting Policies" to the condensed consolidated financial statements for a discussion of additional accounting policies and estimates made by management.

New Accounting Pronouncements

See Part 1. Item 1. Note 2. "Basis of Presentation and Summary of Significant Accounting Policies" to our condensed consolidated financial statements included in this report for information on new accounting pronouncements.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

We are exposed to a variety of market risks, including the effects of adverse changes in commodity prices and, potentially, interest rates as described below.

The primary objective of the following information is to provide quantitative and qualitative information about our potential exposure to market risks. The disclosures are not meant to be precise indicators of expected future losses, but rather indicators of reasonably possible losses. All of our market risk sensitive instruments were entered into for purposes other than speculative trading.

Commodity Price Risk

A significant market risk exposure is in the pricing that we receive for our crude oil, natural gas and NGL production. Realized pricing is primarily driven by the prevailing market prices applicable to our crude oil, natural gas and NGL production. Pricing for crude oil, natural gas and NGLs has been volatile and unpredictable for several years, and this volatility is expected to continue in the future. The prices we receive for our crude oil, natural gas and NGL production depend on many factors outside of our control, such as the relative strength of the global economy and the actions of the Organization of Petroleum Exporting Countries.

To reduce the impact of crude oil and natural gas price volatility on our operations, the Partnership periodically enters into derivative contracts with respect to a portion of its projected crude oil and natural gas production through various transactions that fix or modify the future prices to be realized. The derivative contracts may include fixed-for-floating price swaps (whereby, on the settlement date, the Partnership will receive or pay an amount based on the difference between a pre-determined fixed price and a variable market price for a notional quantity of production), put options (whereby the Partnership pays a cash premium in order to establish a fixed floor price for a notional quantity of production and, on the settlement date, receives the excess, if any, of the fixed price floor over a variable market price), and costless collars (whereby, on the settlement date, the Partnership receives the excess, if

any, of a variable market price over a fixed floor price up to a fixed ceiling price for a notional quantity of production). In addition, the Partnership may periodically enter into call swaptions as a way to achieve greater downside price protection than offered under prevailing fixed-for-floating price swaps by agreeing to expand the notional quantity hedged or extend the notional quantity settlement period under a fixed-for floating price swap at the counterparty's election on a designated date.

These hedging activities, which are governed by the terms of our Credit Agreement, are intended to support crude oil and natural gas prices at targeted levels and manage exposure to oil and natural gas price fluctuations. It is our policy to enter into derivative contracts only with counterparties that are creditworthy financial institutions deemed by management as competent and competitive market makers. All of our derivatives are currently collateralized by the assets securing our Credit Agreement and therefore currently do not require the posting of cash collateral. It is never the Partnership's intention to enter into derivative contracts for speculative trading purposes.

The prices at which we enter into commodity derivative contracts covering our production in the future will be dependent upon crude oil, natural gas and NGL prices at the time we enter into these transactions, which may be substantially higher or lower than past or current crude oil, natural gas and NGL prices. Accordingly, our price hedging strategy may not protect us from significant declines in oil, natural gas and NGL prices realized for our future production. While mitigating the negative effects of falling commodity prices, these derivative contracts also limit the benefits we might otherwise receive from increases in commodity prices. These derivative contracts also limit our ability to have additional cash flows to fund higher severance taxes, which are usually based on market prices for oil and natural gas. Our operating cash flows are also impacted by the cost of oilfield services. In the event of inflation increasing service costs or administrative expenses, our hedging program will limit our ability to have increased operating cash flows to fund these higher costs. Increases in the market prices for oil and natural gas will also increase our need for working capital as our commodity hedging contracts cash settle prior to our receipt of cash from our sales of the related commodities to third parties.

At March 31, 2018, the fair value of our commodity derivative contracts was a net liability of approximately \$0.5 million. A 10% increase in the oil and natural gas index prices above the March 31, 2018 prices would result in a decrease in the fair value of our commodity derivative contracts of \$3.9 million; conversely, a 10% decrease in the oil and natural gas index price would result in an increase of \$3.9 million.

Interest Rate Risk

At our election, interest for borrowings under the Credit Agreement are determined by reference to (i) LIBOR plus an applicable margin between 2.25% and 3.25% per annum based on utilization or (ii) ABR plus an applicable margin between 1.25% and 2.25% per annum based on utilization plus (iii) a commitment fee of 0.500% per annum based on the unutilized borrowing base. Interest on the borrowings for ABR loans and the commitment fee are generally payable quarterly. Interest on the borrowings for LIBOR loans are generally payable at the applicable maturity date. As of March 31, 2018, there was \$184.0 million in borrowings outstanding under the Credit Agreement.

As of March 31, 2018, we did not have any interest rate derivative contracts in place. If we incur significant debt with a risk of fluctuating interest rates in the future under our Credit Agreement, we may enter into interest rate derivative contracts on a portion of our then outstanding debt to mitigate the risk of fluctuating interest rates.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

The Principal Executive Officer and the Principal Financial Officer of the general partner of SNMP have evaluated the effectiveness of the disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act)) as of March 31, 2018 (the Evaluation Date). Based on such evaluation, the Principal Executive Officer and the Principal Financial Officer have concluded that, as of the Evaluation Date, our disclosure controls and procedures are effective to provide reasonable assurance that information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and is accumulated and communicated to our management, including the Principal Executive Officer and the Principal Financial Officer, as appropriate, to allow timely decisions regarding required disclosures.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the three months ended March 31, 2018 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. The adoption of ASC 606, Revenue from Contracts with Customers, required the

implementation of new controls and the modification of certain accounting processes related to revenue recognition. The impact of these changes was not material to our internal control over financial reporting.

Part II—Other Information

Item 1. Legal Proceedings

From time to time we may be the subject of lawsuits and claims arising in the ordinary course of business. Management cannot predict the ultimate outcome of such lawsuits or claims. Management does not currently expect the outcome of any of the known claims or proceedings to individually or in the aggregate have a material adverse effect on our results of operations or financial condition.

Item 1A. Risk Factors

Consider carefully the risk factors under the caption “Risk Factors” under Part I, Item 1A in our 2017 Annual Report on Form 10-K, together with all of the other information included in this Quarterly Report on Form 10-Q; in our 2017 Annual Report; and in our other public filings, press releases, and public discussions with our management. Additional risks and uncertainties not currently known to us or that we currently deem immaterial may materially adversely affect our business, financial condition or results of operations.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

No common units were purchased in the first quarter 2018, and none have been issued that have not previously been reported on a Form 8-K.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

The exhibits required to be filed pursuant to the requirements of Item 601 of Regulation S-K are set forth in the exhibit index below and are incorporated herein by reference.

EXHIBIT INDEX

| <u>Exhibit Number</u> | <u>Description</u> |
|---------------------------|--|
| 2.1*,+ | Agreement to Purchase Oil and Gas Interests between SEP Holdings IV, LLC and EP Energy E&P Company, L.P., dated April 30, 2018. |
| 10.1* | Eighth Amendment to the Third Amended and Restated Credit Agreement dated as of May 7, 2018, between Sanchez Midstream Partners LP, the Lenders party thereto and Royal Bank of Canada, as Administrative Agent and as Collateral Agent. |
| 31.1* | Certification of Principal Executive Officer of Sanchez Midstream Partners GP LLC pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. |
| 31.2* | Certification of Principal Financial Officer of Sanchez Midstream Partners GP LLC pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. |
| 32.1** | Certification of Principal Executive Officer of Sanchez Midstream Partners GP LLC pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. |
| 32.2** | Certification of Principal Financial Officer of Sanchez Midstream Partners GP LLC pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. |
| 101.INS* | XBRL Instance Document |
| 101.SCH* | XBRL Schema Document |
| 101.CAL* | XBRL Calculation Linkbase Document |
| 101.LAB* | XBRL Label Linkbase Document |
| 101.PRE* | XBRL Presentation Linkbase Document |
| 101.DEF* | XBRL Definition Linkbase Document |

* Filed herewith.

** Furnished herewith.

+ The exhibits to the Agreement to Purchase Oil and Gas Interests have been omitted pursuant to Item 601(b)(2) of Regulation S- K. The Partnership will furnish copies of such omitted exhibits to the Securities and Exchange Commission upon request. Descriptions of such exhibits are set forth within the body of the Agreement to Purchase Oil and Gas Interests.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, Sanchez Midstream Partners LP, the Registrant, has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

SANCHEZ MIDSTREAM PARTNERS LP
(REGISTRANT)
By: Sanchez Midstream Partners GP LLC, its general partner

Date: May 10, 2018 By /s/ Charles C. Ward
Charles C. Ward
Chief Financial Officer and Secretary
(Duly Authorized Officer and Principal Financial Officer)

Attn: Gustavo Zapata
EP Energy E&P Company, LP
1001 Louisiana Street
Houston, Texas 77002

RE: **AGREEMENT TO PURCHASE OIL AND GAS INTERESTS**
La Salle County, Texas

Dear Mr. Zapata:

This letter agreement ("Agreement"), dated April 30, 2018 (the "Execution Date"), will evidence the agreement whereby EP Energy E&P Company, L.P., a Delaware limited partnership ("Buyer") shall acquire from SEP Holdings IV, LLC, a Delaware limited liability company ("Seller"), and each of Seller and Buyer a "Party" and collectively the "Parties") all of Seller's respective right, title and interest in, to and under the Assets other than the Excluded Assets. The sale contemplated in this Agreement is subject to the following terms and conditions:

1. **The Assets:** The "Assets" shall be defined as: (a) the oil and gas leases (all tenements, hereditaments and appurtenances belonging to such leases) covering rights in the Wellbores (defined below), more fully described on the attached Exhibit "A", insofar and only insofar as such leases entitle the owner of such Wellbores to hydrocarbons produced from such Wellbores and to any pooling rights associated therewith (the "Leases"); (b) to the extent transferable, all surface rights appurtenant to and used or held for use primarily in connection with, the Wellbores, Leases and Equipment (the "Surface Rights"); (c) the undivided working interest and NRI (defined below) of the wellbores of the oil, gas and mineral wells described on the attached Exhibit "B" (the "Wellbores") and all hydrocarbons produced therefrom after the Effective Time, insofar and only insofar as such hydrocarbons are produced from the depths of such wellbores in the Eagle Ford Shale Formation as of the Effective Time; (d) all production facilities, structure, tubular goods, well equipment, lease equipment, production equipment, pipelines, and all other personal property fixtures and facilities located on the Leases or used in connection with the Wellbores (the "Equipment"); (e) the contracts related to the Wellbores set forth on the attached Exhibit "C" excluding the Kinder Morgan NAESB, the Kinder Morgan Trade Confirmation and the SOG Contract (the "Contracts"); (f) a copy of all files, records and data that relate to the Wellbores in the control of or maintained by the Seller (the "Wellbore Records"); in each case, only to the extent not constituting Excluded Assets (as hereinafter defined).
2. **Excluded Assets.** Seller shall reserve and retain the following "Excluded Assets": (a) all of Seller's corporate minute books and corporate financial, financial, tax, legal and other records that relate to Seller's business generally (whether or not relating to the Assets); (b) all trade credits, all accounts, receivables, if any, and all other proceeds, income or revenues attributable to the Assets with respect to any period of time prior to the Effective Time; (c) all claims, causes of action, manufacturers' and contractors' warranties and other rights of Seller arising under or with respect to (i) any Assets that are attributable to periods of time prior to the Effective Time including claims for adjustments or refunds, and (ii) any other Excluded Assets; (d) all hydrocarbons produced from the Assets with respect to all

periods prior to the Effective Time, other than those hydrocarbons produced from or allocated to the Assets and in storage or existing in stock tanks, pipelines or plants (including inventory) as of the Effective Time for which the Purchase Price is adjusted upward under Paragraph 6; (e) all personal computers, network equipment and associated peripherals; (f) all master services agreements or similar contracts (g) all of Seller's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (h) all documents and instruments and other data or information of Seller that may be protected by an attorney-client privilege; (i) all documents and instruments and other data or information that cannot be disclosed to Buyer as a result of confidentiality arrangements under agreements with third parties; (j) all audit rights arising under any of the Contracts or otherwise with respect to the Assets for any period prior to the Effective Time or any of the Excluded Assets; (k) geophysical and other seismic and related technical data and information relating to the Assets; (l) all oil and gas fee interests or mineral fee interests of Seller and its affiliates; and (m) all claims of Seller or any of its affiliates for refunds of, rights to receive funds from any governmental entities, or loss carry forwards or credits with respect to (i) any and all taxes imposed by any applicable law on, or allocable to, Seller or any of its affiliates, or any combined, unitary or consolidated group of which any of the foregoing is or was a member, (ii) any taxes imposed on or with respect to the ownership or operation of the Excluded Assets, and (iii) any and all other taxes imposed on or with respect to the ownership or operation of the Assets for any tax period (or portion thereof) ending before the Effective Time.

3. **Allocated Values.** The "Allocated Value" for each Wellbore shall be set forth for such Wellbore on Exhibit "B".
4. **Effective Time.** The effective time of the purchase of the Assets shall be 12:01 a.m. Central Time on March 1, 2018 (the "Effective Time").
5. **Purchase Price.** Buyer shall pay Seller for the Assets an unadjusted purchase price of four million four hundred ninety seven thousand two hundred and fourteen Dollars (\$4,497,214)(the "Purchase Price"), subject to any Adjustments that may be made pursuant to Paragraph 6 hereof. The Purchase Price shall be payable as follows:
 - (a) At Closing, Buyer shall pay to the Seller, via wire transfer of immediately available funds to Seller's designated account, the Preliminary Purchase Price.
 - (b) After Closing, final Adjustments to the Purchase Price shall be made pursuant to the Final Settlement Statement to be delivered pursuant Paragraph 8.
6. **Purchase Price Adjustments.** The Purchase Price shall be adjusted as of the Effective Time as follows without duplication (the "Adjustments"):
 - (a) Buyer shall be entitled to all revenues, production, proceeds, income, and products from or attributable to the Assets from and after the Effective Time, and shall be responsible for (and entitled to any refunds with respect to) all costs and expenses attributable to the Assets and incurred from and after the Effective Time. Seller shall be entitled to all revenues, production, proceeds, income, accounts receivable and products from or attributable to the Assets prior to the Effective Time, and shall be responsible for (and entitled to any refunds with respect to) all

costs and expenses attributable to the Assets and incurred prior to the Effective Time.

- (b) To calculate the Preliminary Purchase Price and the Final Purchase Price, the Purchase Price shall be adjusted as follows, without duplication,
- (i) increased by the sum of the following amounts:
- (1) the aggregate amount of proceeds received by Buyer for which Seller would otherwise be entitled under Paragraph 6(a) with respect to the Assets;
- (2) an amount equal to the market value of all hydrocarbons attributable to the Assets in storage or existing in stock tanks, pipelines and/or plants (including inventory), in each case that are, as of the Effective Time, (i) upstream of the pipeline connection or (ii) upstream of the sales meter, in each case, net of burdens;
- (3) the aggregate amount of all non-reimbursed costs and expenses which are attributable to the Assets during the period from and after the Effective Time and that have been paid by Seller;
- (4) the amount of all Asset Taxes allocable to Buyer pursuant to Paragraph 18 but paid or otherwise economically borne by Seller; and
- (5) any other upward adjustment mutually agreed upon by the Parties; and
- (ii) decreased by the sum of the following amounts:
- (1) the aggregate amount of proceeds received by Seller for which Buyer would otherwise be entitled under Paragraph 6(a) with respect to the Assets;
- (2) the aggregate amount of all non-reimbursed costs and expenses which are attributable to the Assets during the period prior to the Effective Time and that have been paid by Buyer;
- (3) the amount of all Asset Taxes allocable to Seller pursuant to Paragraph 18 but paid or otherwise economically borne by Buyer; and
- (4) any other downward adjustment mutually agreed upon by the Parties.
- (c) To the extent applicable, the Adjustments pursuant to this Paragraph 6 shall be determined in accordance with U.S. generally accepted accounting principles.

7. **Preliminary Settlement Statement.** Attached as Exhibit "D" is a statement (the "Preliminary Settlement Statement") setting forth the Adjustments to the Purchase Price required by Paragraph 6 (the Purchase Price as so adjusted the "Preliminary Purchase Price"), which is the amount of funds to be paid by Buyer to Seller at Closing.

8. **Final Settlement Statement.** No later than one hundred and twenty (120) days after Closing, Seller shall deliver to Buyer a statement (the "**Final Settlement Statement**") setting forth the actual amounts of Adjustments to the Purchase Price required by Paragraph 6 and the resulting final purchase price (the "**Final Purchase Price**"). As soon as reasonably practicable, but in no event later than thirty (30) days after Buyer receives the Final Settlement Statement, Buyer may deliver to Seller a written report containing any changes that Buyer proposes to be made to such statement. If Buyer fails to timely deliver the written report to Seller containing changes Buyer proposes to be made to the Final Settlement Statement, the statement as delivered by Seller will be deemed to be correct and will be final and binding on the Parties and not subject to further audit or arbitration. If Buyer delivers a written report to Seller containing any proposed changes, as soon as reasonably practicable, but in no event later than fifteen (15) days after Seller receives Buyer's written report, the Parties shall meet and undertake to agree on the final Adjustments to the Final Settlement Statement. If the Parties fail to agree on the final Adjustments within the fifteen (15) day period, either Party may submit the disputed items to the Accounting Referee (as defined below) for resolution. The Parties shall request the Accounting Referee to resolve the disputes within twenty (20) days after having the relevant materials submitted for review. The decision of the Accounting Referee will be binding on and non-appealable by the Parties. The fees and expenses associated with the Accounting Referee will be borne equally by the Parties. Any amounts owed by one Party to the other as a result of the Final Settlement Statement, together with interest on such amount from (and including) Closing to (and excluding) the date of payment at the prime rate, will be paid within five (5) business days after the date when the amounts are agreed upon by the Parties or the Parties receive a decision of the Accounting Referee, and the Adjustments included in the Final Settlement Statement will be final and binding between the Parties and not subject to further audit or arbitration. "**Accounting Referee**" means a nationally recognized accounting firm mutually agreed upon by the Parties, together with any experts such firm may require in order to settle a particular dispute.
9. **Special Warranty of Title.** Notwithstanding any other provision contained herein to the contrary, Seller shall provide a special warranty of defensible title in the Assignment by, through and under Seller, but not otherwise.
10. **Disclaimers.**
- (A) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN PARAGRAPH 15 AND WITH RESPECT TO THE SPECIAL WARRANTY OF DEFENSIBLE TITLE IN THE ASSIGNMENT, (I) SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) SELLER EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY (OTHER THAN AS PROVIDED IN PARAGRAPH 15) FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO BUYER OR ANY BUYER REPRESENTATIVE (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO BUYER BY A MEMBER OF THE SELLER).
- (B) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN PARAGRAPH 15 AND WITH RESPECT TO THE SPECIAL WARRANTY OF DEFENSIBLE TITLE IN THE ASSIGNMENT, AND WITHOUT LIMITING THE GENERALITY OF PARAGRAPH 10(A), SELLER EXPRESSLY DISCLAIMS ANY

REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED BY ANY MEMBER OF SELLER, AS TO (I) TITLE TO ANY OF THE ASSETS, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES GENERATED BY THE ASSETS, (V) THE PRODUCTION OF HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY OR ON BEHALF OF SELLER OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO BUYER OR ANY BUYER REPRESENTATIVE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT. EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN PARAGRAPH 15 OR THE ASSIGNMENT, SELLER FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY ASSETS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE OR CONSIDERATION, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT, BUYER SHALL BE DEEMED TO BE ACQUIRING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT BUYER HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS BUYER DEEMS APPROPRIATE.

(C) EXCEPT AS PROVIDED IN PARAGRAPH 15(k), SELLER HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF HAZARDOUS MATERIALS OR OTHER MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE ASSETS, AND NOTHING IN THIS AGREEMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND BUYER SHALL BE DEEMED TO BE ACQUIRING THE ASSETS "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION AND THAT BUYER HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS BUYER DEEMS APPROPRIATE.

(D) SELLER AND BUYER AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS PARAGRAPH 10

11. **Retained/Assumed Obligations.**

- (a) From and after Closing, but without limiting Buyer's right to indemnification under Paragraph 12(b), Buyer shall assume and hereby agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the obligations and liabilities of Seller with respect to the Assets, to the extent such obligations or liabilities arose on or after the Effective Time, including any and all plugging and abandonment obligations (all of said obligations and liabilities along with any Consent Loss, herein being referred to as the "Assumed Obligations"); provided, however, that Buyer does not assume any obligations or liabilities of Seller to the extent that they are attributable to or arise out of Retained Obligations. If any of the Assets are subject to an un-obtained consent (each such consent, an "Un-Obtained Consent") at closing, (i) Buyer shall use their commercially reasonable efforts following Closing to obtain any such consents, (ii) Buyer shall have no claim against Seller, and Seller shall have no liability for, the failure to obtain any such consent, and (iii) Buyer shall be responsible from and after Closing for any and all losses arising from the failure to obtain such a consent (each a "Consent Loss").
- (b) Seller agrees to retain all obligations and liabilities solely to the extent arising out of or related to (i) personal injury or death to the extent occurring prior to Closing; (ii) any offsite disposal of hazardous materials generated by Seller and taken from the Assets to offsite locations occurring prior to Closing; (iii) any and all taxes imposed by any applicable law on, or allocable to, Seller or any of its affiliates, or any combined, unitary or consolidated group of which any of the foregoing is or was a member; (iv) any and all other taxes imposed on or with respect to the ownership or operation of the Assets for any tax period (or portion thereof) ending before the Effective Time; (v) Seller's failure to pay or the incorrect payment to any royalty owner, overriding royalty owner, or other interest holder under the Assets with respect to payments out of the proceeds of production and attributable to the period of time prior to the Effective Time; (vi) all employment relationships of Seller or any affiliate of Seller, including any of their respective present or former employees or the termination of any such employment relationships, including the compensation or reimbursement for work performed with respect to the Assets to the extent attributable to periods prior to Closing; (vii) the Excluded Assets; (viii) all liens set forth on Exhibit "H" and (ix) penalties, fines and criminal liabilities imposed or assessed prior to the Effective Time in connection with Seller's ownership or operation of the Assets (all of said obligations and liabilities, herein being referred to as the "Retained Obligations").

12. **Indemnities.**

- (a) Buyer shall be responsible for and indemnify, defend, release and hold harmless Seller from and against all claims caused by, arising out of or resulting from:
 - (i) the Assumed Obligations; and

- (ii) Buyer's breach of any representation or warranty contained in Paragraph 16 and any of its covenants or obligations under this Agreement.

Buyer's indemnity obligations set forth in this Paragraph 12 shall survive Closing without time limit.

- (b) Seller shall be responsible for and indemnify, defend, release and hold harmless Buyer from and against all claims caused by, arising out of or resulting from:

- (i) the Retained Obligations;
- (ii) Seller's breach of any representation or warranty contained in Paragraph 15; and
- (iii) Seller's breach of any of its covenants or obligations under this Agreement.

Seller's indemnity obligations with respect to the matters set forth in Paragraph 12(b)(ii) shall survive Closing for a period of twelve (12) months from Closing and shall thereafter terminate and have no further force or effect, except for those matters set forth in Paragraph 15(b) and 15(c) which shall survive without time limit. Notwithstanding the foregoing, in the event Buyer asserts a timely claim for breach, Seller's indemnity obligations in respect thereto shall survive until the final resolution of such claim. Seller's indemnity obligations with respect to the matters set forth in Paragraph 12(b)(i) shall survive as follows:

| Section | Period |
|-------------|--|
| 11(b)(i) | Twelve (12) months |
| 11(b)(ii) | From Closing through expiration of applicable statute of limitations |
| 11(b)(iii) | From Closing through expiration of applicable statute of limitations |
| 11(b)(iv) | From Closing through expiration of applicable statute of limitations |
| 11(b)(v) | Twelve (12) months |
| 11(b)(vi) | Twelve (12) months |
| 11(b)(vii) | Without time limit |
| 11(b)(viii) | Without time limit |
| 11(b)(ix) | Twelve (12) months |

Notwithstanding anything herein to the contrary, (A) in no event shall Seller indemnify Buyer for any individual claim that does not exceed fifty thousand Dollars (\$50,000) (the "Indemnification Threshold"), (B) in no event shall Seller indemnify Buyer for any claims exceeding the Indemnification Threshold unless and until the aggregate amount of all indemnification claims for which Seller is liable under this Agreement exceed five percent (5%) of the Purchase Price (the "Indemnity Deductible") and then only to the extent such liabilities exceed the Indemnity Deductible, and (C) in no event shall Seller indemnify Buyer for aggregate indemnification claims in excess of thirty percent (30%) of the Purchase Price; provided however that the Indemnity Threshold, Indemnity Deductible and

aggregate indemnification amount shall not apply to claims based on or arising from the 11(b)(viii) all liens set forth on Exhibit "H".

13. **Specific Performance.** Seller and Buyer acknowledge that the remedies at law or in equity of Seller and Buyer for a breach or threatened breach of this Agreement may be inadequate and, in recognition of this fact, either Party, without posting any bond or the necessity of proving the inadequacy as a remedy of monetary damages, and in addition to all other remedies that may be available, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available.
14. **NORM, Wastes and Other Substances.** Buyer acknowledges that the Assets have been used for exploration, development and production of oil and gas and that there may be petroleum, produced water, wastes or other substances or materials located in, on or under the Assets or associated with the Assets. Equipment and sites included in the Assets may contain asbestos, naturally occurring radioactive material ("**NORM**") or other hazardous materials. NORM may affix or attach itself to the inside of wells, materials and equipment as scale, or in other forms. The Wells, materials and equipment located on the Assets or included in the Assets may contain NORM and other wastes or hazardous materials. NORM containing material and/or other wastes or hazardous materials may have come in contact with various environmental media, including water, soils or sediment. Special procedures may be required for the assessment, remediation, removal, transportation or disposal of environmental media, wastes, asbestos, NORM and other hazardous materials from the Assets.
15. **Seller's Representations and Warranties.** Seller represents and warrants that:
 - (a) Except as to the Leases and the Surface Rights or as set forth on Exhibit "C", there are no material contracts or material agreements that relate to or otherwise burden the Assets and Seller has made available to Buyer as of the date hereof all true and correct copies of all such agreements and amendments thereto in Seller's possession. Further, to Seller's knowledge, (i) all Contracts are in full force and effect, (ii) no party is in material default or breach of any such Contract and (iii) no event has occurred that would, with the passage of time or compliance with any applicable notice requirements or both, constitute a material breach, violation or default by Seller or any other party thereto, under any of the Material Contracts.
 - (b) Seller is duly qualified and has full right and authority to own the Assets in the capacity in which the Assets are owned, and to enter into this Agreement.
 - (c) Seller has incurred no obligation, contingent or otherwise, for any broker's, finder's, or consultant's fees for which Buyer will be liable.
 - (d) There are no bankruptcy, reorganization or receivership proceedings pending, being contemplated by or, to Sellers' knowledge, threatened against Seller or any affiliate of Seller, and Seller is not insolvent or generally not paying its debts when they become due.
 - (e) Seller has not declined to participate in any operation or activity proposed with respect to the Assets that could result in Seller's interest in any of the Assets

becoming subject to a penalty or forfeiture as a result of such election not to participate in such operation or activity.

- (f) Except as set forth on Exhibit "E", there are no preferential rights to purchase, consents to assignment, dedications or similar rights (except in each case as specifically set forth on Exhibit "E") in respect of the Assets that Seller will convey to the Buyer under this Agreement. As of the Effective Time, there exist no production imbalances or imbalances with respect to any pipeline, storage or processing facility, or other conditions regarding hydrocarbons taken or marketed from the Assets or any portion thereof (the "Imbalances").
- (g) There are no actions, suits, audits, proceedings or governmental investigations or inquiries that Seller has received notice of or, to Seller's knowledge, are pending or threatened, against Seller or the Assets which relate to the Assets or which might delay, prevent or materially hinder the consummation of the transactions contemplated hereby or materially adversely affect the title to or value of any of the Assets.
- (h) To Seller's knowledge, Seller has not violated any laws, statutes, regulations, Permits or orders applicable to any of the Assets or the operation thereof which violation may reasonably be expected to have a material effect on the value of the Assets affected thereby or the ownership, operation or use thereof.
- (i) All ad valorem, property, production, severance, excise and similar taxes and assessments based on or measured by the ownership of property or the production of hydrocarbons or the receipt of proceeds therefrom on the Assets that have become due and payable have been properly and timely paid, and all tax returns relating to such taxes have been timely filed; (ii) there are no liens on any of the Assets attributable to taxes, other than liens for taxes not yet due; and (iii) none of the Assets is subject to a tax partnership agreement or otherwise treated as held by a "partnership" for U.S. federal income tax purposes.
- (j) To Seller's knowledge, (i) Seller has acquired all material Permits from appropriate Governmental Authorities to conduct operations on the Assets, (ii) all such Permits are in full force and effect and no action, claim or proceeding is pending or threatened, to suspend, revoke or terminate any such Permit or declare any such Permit invalid, (iii) there are no material violations of any such Permit that would (or could with notice or lapse of time) result in the termination of such Permit and (iv) the transactions contemplated by this Agreement will not adversely affect the validity of any such Permit or cause a cancellation of or otherwise adversely affect such Permit.
- (k) Insofar as it pertains to the Assets to Seller's knowledge, (i) there are no suits, actions or other legal, administrative, or arbitration proceedings against Seller or its Affiliates relating to an alleged or actual breach of Environmental Laws on or with respect to the Assets, (ii) Seller has not received written notice of any material release, spill, disposal, event, condition or circumstance concerning any of the Assets that materially interferes with or prevents compliance with Environmental Law, and (iii) Seller has not received any written notice of any environmental, health or safety claim, demand, filing, investigation, administrative proceeding, or other proceeding relating to the Assets or notice of

any alleged or actual violation or non-compliance with any Environmental Law (“Environmental Laws” shall mean any applicable law relating to the protection of the environment).

- (l) Except as set forth on Exhibit “G”, neither Seller nor any of its affiliates has obtained or issued any guarantees, letters of credit, letters of comfort, surety bonds, self-bonds, performance bonds, reclamation bonds or other similar financial assurances relating to the Assets that will be required to be assumed or replaced by or otherwise become the responsibility of Buyer at Closing (“Credit Support”).

Seller’s representations and warranties set forth in this Paragraph 15 shall survive Closing of the transaction contemplated hereby for a period of twelve (12) months from Closing date and shall thereafter terminate and have no further force or effect, except for Paragraph 15(b) and Paragraph 15(c), which shall survive without time limit.

16. **Buyer’s Representations and Warranties.** Buyer represents and warrants that:

- (a) Buyer is duly qualified and has full right and authority to acquire and own the Assets, to receive an assignment of the Assets from Seller at Closing and to enter into this Agreement.
- (b) Buyer has incurred no obligation, contingent or otherwise, for any broker’s, finder’s or consultant’s fees for which Seller will be liable.
- (c) There are no bankruptcy, reorganization or receivership proceedings pending, being contemplated by or, to Buyer’s knowledge, threatened against Buyer or any affiliate of Buyer, and Buyer is not insolvent or generally not paying its debts when they become due.
- (d) Buyer is an accredited investor, as such term is defined in Regulation D of the Securities Act of 1933, as amended, and will acquire the Assets for its own account and not with a view to a sale or distribution thereof in violation of the Securities Act of 1933, as amended, and the rules and regulations thereunder, any applicable state blue sky laws or any other applicable securities laws.
- (e) Buyer is sophisticated in the evaluation, purchase, ownership and operation of oil and gas properties and related facilities. In making its decision to enter into this Agreement and to consummate the transaction contemplated hereby and thereby, except to the extent of Seller’s express representations and warranties in Paragraph 15 and the special warranty of Defensible Title as set forth in the Assignment with respect to the Assets, Buyer has relied or shall rely on its own independent investigation and evaluation of the Assets, which investigation and evaluation was done by Buyer and its own legal, tax, economic, environmental, engineering, geological and geophysical advisors. In entering into this Agreement, Buyer acknowledges that it has relied solely upon the aforementioned investigation and evaluation and not on any factual representations or opinions of Seller or any representatives or consultants or advisors engaged by or otherwise purporting to represent Seller or any affiliate of Seller (except the specific representations and warranties of Seller set forth in Paragraph 15 and the special warranty of Defensible Title in the Assignment with respect to the Assets). Buyer

hereby acknowledges that, other than the representations and warranties made in Paragraph 15 and the special warranty of Defensible Title in the Assignment with respect to the Assets, neither Seller nor any representatives, consultants or advisors of Seller or its affiliates make or have made any representation or warranty, express or implied, at law or in equity, with respect to the Assets.

Buyer's warranties and representations set forth in this Paragraph 16 shall survive without time limit.

17. **Closing.** The closing ("Closing") shall occur at 9:00 a.m. central time on the Execution Date at the Seller's offices located at 1000 Main Street, Suite 3000, Houston, TX 77002, or at such other location or through such other methods as may be mutually agreed upon by Seller and Buyer. At Closing, the following shall occur:
- (a) Buyer shall pay to Seller the Preliminary Purchase Price via wire transfer of immediately available funds;
 - (b) Seller and Buyer will execute and deliver an assignment, conveyance and bill of sale covering the Assets in the form attached hereto as Exhibit "F" (the "Assignment"), together with any other instrument or document;
 - (c) Seller and Buyer shall execute and deliver all necessary forms to be filed with the appropriate regulatory authorities concerning the change of ownership and/or operatorship of the Assets, as applicable;
 - (d) Buyer shall obtain replacements for the Credit Support identified on Exhibit "G", bonds, letters of credit and guarantees, if any, necessary to terminate the obligations of Seller or its affiliates with respect to such Credit Support and Buyer shall provide evidence of the posting of such bonds or other securities with all applicable governmental authorities meeting the requirements of such authorities;
 - (e) Seller shall deliver an executed statement described in Treasury Regulation §1.1445-2(b) (2) certifying that Seller (or its regarded owner, if Seller is an entity disregarded as separate from its owner) is neither a disregarded entity nor a foreign person within the meaning of the Internal Revenue Code of 1986, as amended, and Treasury Regulations promulgated thereunder; and
 - (f) the Parties shall take such further actions as may be reasonably necessary to evidence and effectuate the transaction contemplated by this Agreement.

Seller shall provide Buyer with a copy of all files, records and data that relate to the Leases in the control of or maintained by the Seller; in each case, only to the extent not constituting Excluded Assets, within thirty (30) days of Closing.

18. **Taxes.**
- (a) All required documentary, filing and recording fees and expenses in connection with the filing and recording of the assignments (including the Assignment), conveyances or other instruments required to convey title to the Assets to Buyer shall be borne by Buyer. Buyer shall be responsible for, and shall bear and pay, all sales, use, transfer, stamp, registration and similar taxes (including any

applicable interest or penalties) incurred or imposed with respect to the transactions described in this Agreement (the “Transfer Taxes”). Seller shall bear and pay, all ad valorem, property, excise, severance, production, sales, use and similar taxes (including any interest, fine, penalty or additions to tax imposed by a government authority in connection with such taxes) based upon operation or ownership of the Assets or production of hydrocarbons or the receipt of proceeds therefrom (collectively, the “Asset Taxes”) assessed with respect to the ownership and operation of the Assets for (i) any period ending prior to the Effective Time, and (ii) the portion of any tax period beginning before and ending after the Effective Time (a “Straddle Period”) ending immediately prior to the Effective Time. All Asset Taxes arising on or after the Effective Time (including all Straddle Period Asset Taxes not apportioned to Seller) shall be allocated to and borne by Buyer. To the extent the actual amount of any Asset Taxes described in this Paragraph 18 is not known at the time an adjustment is to be made with respect to such Asset Tax pursuant to Paragraph 6, as applicable, Buyer and Seller shall utilize the most recent information available in estimating the amount of such Asset Taxes for purposes of such adjustment. Upon determination of the actual amount of Asset Taxes, payments will be made to the extent necessary to cause the appropriate Party to bear the Asset Taxes allocable to such Party under this Paragraph 18. For purposes of allocation between the Parties of Asset Taxes: (A) Asset Taxes that are attributable to the severance or production of hydrocarbons or otherwise imposed on a transactional basis (other than Asset Taxes described in (B) below) shall be allocated to the period in which the severance, production or other transaction giving rise to such Asset Taxes occurred; and (B) Asset Taxes that are ad valorem, property or other Asset Taxes imposed on a periodic basis with respect to a Straddle Period shall be allocated pro rata per day between the portion of such Straddle Period ending immediately prior to the Effective Time (which shall be Seller’s responsibility) and the portion of the Straddle Period beginning at the Effective Time (which shall be Buyer’s responsibility). For purposes of clause (A) of the preceding sentence, any exemption, deduction, credit or other item that is calculated on an annual basis shall be allocated pro rata per day between the period ending immediately prior to the Effective Time and the period beginning on the Effective Time.

- (b) Other than with respect to tax periods ending prior to the Effective Time, Buyer shall be responsible for filing with the appropriate governmental authorities all returns (including information returns), reports, statements, schedules, notices, forms, elections, estimated tax filings, claims for refund or other documents filed with or submitted to, or required to be filed with or submitted to, any governmental authority with respect to any tax (“Tax Returns”) for Asset Taxes that are required to be filed after Closing and paying the taxes reflected on such Tax Returns as due and owing, subject to Buyer’s right of reimbursement for any Asset Taxes for which Seller is responsible under Paragraph 18. Buyer shall prepare all such Tax Returns relating to any Straddle Period on a basis consistent with past practice except to the extent otherwise required by applicable law. Buyer shall provide Seller with a copy of any Tax Return relating to any Straddle Period for Seller’s review at least ten (10) days prior to the due date for the filing of such Tax Return (or within a commercially reasonable period after the end of the relevant taxable period, if such Tax Return is required to be filed less than ten (10) days after the close of such taxable period), and Buyer shall incorporate all reasonable comments of Seller provided to Buyer in advance of

the due date for the filing of such Tax Return. Each Party shall indemnify and hold the other Party harmless for any failure to file such Tax Returns and to make such payments.

- (c) The Parties shall cooperate fully, as and to the extent reasonably in connection with the filing of any Tax Returns, state and federal regulatory reports, royalty payments including related deduction and any audit, litigation or other proceeding with respect to these matters for the Assets.
- (d) Seller shall be entitled to any and all refunds of Asset Taxes allocated to Seller pursuant to Paragraph 18(a), and Buyer shall be entitled to any and all refunds of Asset Taxes allocated to Buyer pursuant to Paragraph 18(a). If a Party receives a refund of Asset Taxes to which the other Party is entitled pursuant to this Paragraph 18(d), the first Party shall promptly pay such amount to the other Party, net of any reasonable costs or expenses incurred by the first Party in procuring such refund.
- (e) Seller shall allocate the Purchase Price and any liabilities assumed by Buyer under this Agreement that are treated as consideration for United States federal income tax purposes among the Assets in accordance with Section 1060 of the Code (the "Tax Allocation") within ninety (90) days after Closing date. Seller and Buyer each agree to report, and to cause their respective affiliates to report, the federal, state, and local income and other tax consequences of the transactions contemplated hereunder, and in particular to report the information required by Section 1060(b) of the Code, and to jointly prepare Form 8594 (Asset Acquisition Statement under Section 1060 of the Code) in a manner consistent with the Tax Allocation as revised to take into account subsequent adjustments to the Purchase Price, and shall not take any position inconsistent therewith upon examination of any Tax Return, in any refund claim, in any litigation, investigation or otherwise, unless required to do so by any applicable law after notice to and discussions with the other Party, or with such other Party's prior consent; provided, however, that neither Party shall be unreasonably impeded in its ability and discretion to negotiate, compromise and/or settle any tax audit, claim or similar proceedings in connection with such allocation.

19. Miscellaneous. The parties further agree as follows:

- (a) *Assignment, Binding Effect.* Neither Party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld for any reason in the sole discretion of the non-assigning Party, and any assignment made without such consent shall be void. After Closing, either Party may assign or delegate any of its rights or duties hereunder without the prior consent of the other Party. Any assignment made by a Party as permitted hereby shall not relieve that Party from any liability or obligation hereunder. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors, assigns and legal representatives.
- (b) *Governing Law; Venue; Trial by Jury.* This Agreement shall be governed and construed in accordance with the laws of the State of Texas, excluding any conflicts of law principles. Each of the parties consent to the exercise of

jurisdiction in personam by the United States Federal District Courts or State Courts located in Houston, Harris County, Texas. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ASSIGNMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY.

- (c) *Amendment.* This Agreement may be amended only by written instrument executed by both Parties.
- (d) *Confidentiality.* After Closing, the Parties shall keep this Agreement and their negotiations with respect to the Assets strictly confidential and, without the prior written consent of the other Party, shall not disclose the same to any third person or Party other than to their respective affiliates and such Party's and its affiliates' respective officers, directors, managers, members, employees, agents, advisors, attorneys, consultants and representatives. Notwithstanding the foregoing, either Party may disclose this Agreement to any third person as required by applicable law, rule or regulation without the other Party's prior written consent.
- (e) *Counterparts; Treatment as Original.* This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together shall constitute the same agreement, and any signature hereto delivered by a Party by facsimile or other electronic transmission (*e.g.*, email) shall be deemed an original signature hereto for all purposes.
- (f) *Environmental Condition.* "Environmental Condition" shall be defined as a condition that causes an Asset (or Seller with respect to an Asset) not to be in compliance with an Environmental Law. For the avoidance of doubt, (i) the fact that a Wellbore is no longer capable of producing sufficient quantities of oil or gas to continue to be classified as a "producing well" or that such a Wellbore should be temporarily abandoned or permanently plugged and abandoned, in each case, shall not form the basis of an Environmental Condition, (ii) the fact that a pipe is temporarily not in use shall not form the basis of an Environmental Condition, (iii) all losses, obligations and liabilities for plugging, decommissioning, removal of equipment, abandonment and restoration obligations of the Assets that arise by contract, lease terms, Environmental Laws or requested by any governmental authority shall not form the basis of an Environmental Condition, (iv) any condition, contamination, liability, loss, cost, expense or claim related to NORM or asbestos shall not form the basis of an Environmental Condition, and (iii) except with respect to personal property (A) that causes or has caused contamination of soil, surface water or groundwater or (B) the use or condition of which is a violation of Environmental Law, the physical condition of any surface or subsurface personal property, including water or oil tanks, separators or other ancillary equipment, shall not form the basis of an Environmental Condition.
- (g) *Entire Agreement.* This Agreement states the entire agreement and supersedes all prior agreements between the parties concerning the Assets. This Agreement may be supplemented, altered, amended, modified or revoked by writing only, signed by both parties.

(h) *Notices.* All communications required or permitted under this Agreement shall be in writing and any communication or delivery hereunder shall be deemed to have been fully made if hand delivered, if mailed by registered or certified mail, postage prepaid, delivered by recognized overnight courier service or delivered by email upon confirmation of receipt, to the address except that notice given by facsimile or email shall be effective upon receipt only if received during normal business hours, and if received after normal business hours, such notice shall be deemed given at the commencement of normal business hours on the next business day) as set forth below:

SELLER

SEP Holdings IV, LLC
1000 Main Street, Suite 3000
Houston, TX 77002
Attention: Sebastian Vasconez
Phone: (832) 742-3791
Email: svasconez@sanchezog.com

BUYER

EP Energy E&P Company, LP
1001 Louisiana Street
Houston, Texas 77002
Attention: Gustavo Zapata
Email: Gustavo.zapata@epenergy.com

* * * * *

[Remainder of page intentionally left blank]

If this Agreement accurately sets forth our agreement respecting the matters set forth above, please execute where indicated below and return a signature page to the undersigned via email of a .PDF to Sebastian Vasquez.

Should you have any questions related to this Agreement, please feel free to contact me directly.

Sincerely,

SEP Holdings IV, LLC

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

ACCEPTED and **AGREED** to this 30 day of April, 2018, by:

EP Energy E&P Company, LP

By: /s/ Gary A. Wessels

Name: Gary A. Wessels

Title: Agent and Attorney-in-Fact

**EIGHTH AMENDMENT
TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT**

This EIGHTH AMENDMENT TO THIRD AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment"), dated as of May 7, 2018, is among SANCHEZ MIDSTREAM PARTNERS LP, a Delaware limited partnership (the "Borrower"), the guarantors party hereto (the "Guarantors"), each of the Lenders party hereto, and ROYAL BANK OF CANADA, as administrative agent (in such capacity, the "Administrative Agent"), and as collateral agent (in such capacity, the "Collateral Agent"), and relates to that certain Third Amended and Restated Credit Agreement, dated as of March 31, 2015 (as amended, restated, modified or supplemented from time to time prior to the date hereof, the "Existing Credit Agreement"; and as amended hereby, the "Credit Agreement"), among the Borrower, the Lenders, the Administrative Agent, the Collateral Agent, and ROYAL BANK OF CANADA, as letter of credit issuer.

WITNESSETH:

WHEREAS, the parties hereto desire to make certain amendments to the Existing Credit Agreement to allow the Borrower to make quarterly distributions to its Equity Interest holders under Section 9.04(iii) of the Existing Credit Agreement for the fiscal quarter ended March 31, 2018 (the "Subject Distribution"), notwithstanding that the unused borrowing capacity at the time of such distributions may be less than 10% of the Loan Limit; and

WHEREAS, Section 12.02 of the Existing Credit Agreement provides that the Borrower and the Lenders may amend the Existing Credit Agreement and the other Loan Documents for certain purposes;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. ***Definitions.*** Unless otherwise defined in this Amendment, each capitalized term used in this Amendment has the meaning assigned to such term in the Credit Agreement.

Section 2. ***Amendments to the Credit Agreement.*** The Credit Agreement is hereby amended as follows:

(a) Section 7.23 of the Credit Agreement is hereby amended by amending and restating clause (b) therein to read as follows:

“(b) for general business purposes, including Restricted Payments, provided that if the Borrower would have unused borrowing capacity that can be accessed under this Agreement in an amount less than 10% of the amount of the Loan Limit in effect at such time before or after giving effect to the requested Loan or Letter of Credit, then no proceeds of any Loan or any Letter of Credit may be used to fund Restricted Payments under Section 9.04, provided however, that the foregoing shall not apply to any quarterly cash

distributions made by the Borrower for the fiscal quarter ending March 31, 2018 (to be paid on or before May 31, 2018),”

(b) Section 9.04 of the Credit Agreement is hereby amended by amending and restating clause (iii) therein to read as follows:

“(iii) so long as (A) no Borrowing Base Deficiency, Default or Event of Default has occurred and is continuing or would result therefrom (after giving effect to such dividend or distributions and any redetermination of the Borrowing Base as a result of such dividend) and (B) the Borrower would have unused borrowing capacity that can be accessed under this Agreement in an amount not less than 10% of the amount of the Loan Limit in effect at such time, the Borrower may declare and pay, or incur a liability to make, quarterly cash distributions in an amount equal to Available Cash (provided that subclause (B) shall not apply to any quarterly cash distributions made by the Borrower for the fiscal quarter ending March 31, 2018 (to be paid on or before May 31, 2018)),”

Section 3. ***Stipulation Regarding Availability for Borrowing.*** *The parties hereby agree that* to the extent the unused borrowing capacity determined immediately after giving effect to the Subject Distribution, is, in fact, less than 10% of the Loan Limit in effect at such time, then for the period commencing on the date that the Borrower makes the Subject Distribution and until the date that the Borrower has provided evidence that is reasonably acceptable to the Administrative Agent that the sum of (i) the positive difference between (x) the Elected Commitment Amount minus (y) the Revolving Credit Exposure on such date, plus (ii) the Borrower’s unrestricted cash and Cash Equivalents, exceeds \$20,000,000, the Borrower shall not request, and the Lenders shall have no obligation to fund, any new Borrowing if the Revolving Credit Exposure after giving effect to such Borrowing would exceed \$190,000,000. The terms of this Section 3 shall not be amended except with the consent of the Majority Lenders and the Borrower in accordance with Section 12.02(b) of the Credit Agreement.

Section 4. ***Ratification.*** Except as expressly amended, modified or waived herein, each of the Borrower and the Guarantors hereby ratifies and confirms all of the Obligations under the Credit Agreement and the other Loan Documents to which it is a party, and all references to the Credit Agreement, the Mortgages and the Notes in any of the Loan Documents shall be deemed to be references to the Credit Agreement, the Mortgages and the Notes as amended, modified or waived hereby.

Section 5. ***Effectiveness.*** This Amendment shall become effective on the date (the “Amendment Effective Date”) on which each of the following conditions is satisfied:

(a) the Administrative Agent shall have received counterparts of this Amendment executed by the Administrative Agent, the Collateral Agent, the Borrower, the Guarantors and the Majority Lenders;

(b) the Borrower and each Guarantor shall have confirmed and acknowledged to the Administrative Agent and the Lenders, and by its execution and delivery of this Amendment the Borrower and each Guarantor do hereby confirm and acknowledge to the Administrative Agent and the Lenders, that (i) the execution, delivery and performance of this Amendment has been duly authorized by all requisite limited partnership or limited liability company action, as applicable,

on the part of the Borrower or such Guarantor, as applicable, (ii) the Credit Agreement and each other Loan Document to which it is a party constitute valid and legally binding agreements enforceable against the Borrower or such Guarantor, as applicable, in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other similar laws relating to or affecting the enforcement of creditors' rights generally and by general principles of equity, (iii) the representations and warranties of the Borrower or such Guarantor, if any, set forth in the Credit Agreement and in each other Loan Document to which it is a party, shall be true and correct on and as of the Amendment Effective Date, except to the extent any such representations and warranties are expressly limited to an earlier date, in which case such representations and warranties shall have been true and correct as of such specified earlier date, (iv) no Default or Event of Default exists under the Credit Agreement or any of the other Loan Documents and (v) since December 31, 2014, there has been no event, development or circumstance that has had or could reasonably be expected to have a Material Adverse Effect; and

Section 6. **Amendment Fee.** Upon the effectiveness of this Amendment pursuant to Section 5, the Borrower shall pay to the Administrative Agent for the account of each Lender that has delivered an executed counterpart signature page to this Amendment to the Administrative Agent or its counsel on or before 5 p.m. central time on May 7, 2018, a fee equal to ten (10) basis points on the amount of each Lender's allocated commitment amount of the Elected Commitment Amount.

Section 7. **Governing Law.** THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

Section 8. **Miscellaneous.**

(a) On and after the Amendment Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import, referring to the Credit Agreement, and each reference in each other Loan Document to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Existing Credit Agreement as amended or otherwise modified by this Amendment. This Amendment shall constitute a Loan Document for purposes of the Credit Agreement.

(b) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any default of the Borrower or any Guarantor or any right, power or remedy of the Administrative Agent or the Lenders under any of the Loan Documents, nor constitute a waiver of any provision of any of the Loan Documents.

(c) Each of the Borrower and each Guarantor represents and warrants that as of the date hereof (i) it has the limited partnership or limited liability company power and authority to execute, deliver and perform the terms and provisions of this Amendment, has taken all necessary limited partnership or limited liability company action to authorize the execution, delivery and performance of this Amendment, delivery and performance of this Amendment does not and will

not contravene the terms of the Borrower's or such Guarantor's, as applicable, organizational documents; (ii) it has duly executed and delivered this Amendment and this Amendment constitutes the legal, valid and binding obligation of the Borrower or such Guarantor enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization and other similar laws relating to or affecting creditors' rights generally and general principles of equity (whether considered in a proceeding in equity or law); (iii) no Default or Event of Default has occurred and is continuing; and (iv) no action, suit, investigation or other proceeding is pending or threatened before any arbitrator or Governmental Authority seeking to restrain, enjoin or prohibit or declare illegal, or seeking damages from the Borrower in connection with this Amendment or which could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

Section 9. **Severability.** Any provisions of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provisions so held to be invalid.

Section 10. **Successors and Assigns.** This Amendment is binding upon and shall inure to the benefit of the Administrative Agent, the Collateral Agent, the Lenders, the Issuer, the Borrower and each Guarantor and their respective successors and assigns.

Section 11. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of a signature page to this Amendment by telecopier or electronically by .pdf shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 12. **Headings.** The headings, captions and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment or any other Loan Document.

Section 13. **Integration.** This Amendment represents the final agreement of the Borrower, each Guarantor, the Collateral Agent, the Administrative Agent, the Issuer, and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Borrower, any Guarantor, the Administrative Agent, the Collateral Agent, the Issuer, nor any Lender relative to subject matter hereof not expressly set forth or referred to herein.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its officer(s) thereunto duly authorized as of the date first above written.

SANCHEZ MIDSTREAM PARTNERS LP,
as Borrower

By: **SANCHEZ MIDSTREAM PARTNERS
GP LLC**, its general partner

By: /s/ Charles C Ward

Name: Charles C. Ward

Title: Chief Financial Officer

SEP HOLDINGS IV, LLC, as a Guarantor

By: /s/ Charles C. Ward
Name: Charles C. Ward
Title: Chief Financial Officer

CATARINA MIDSTREAM, LLC,
as a Guarantor

By: /s/ Charles C. Ward
Name: Charles C. Ward
Title: Chief Financial Officer

SECO PIPELINE, LLC, as a Guarantor

By: /s/ Charles C. Ward
Name: Charles C. Ward
Title: Chief Financial Officer

ROYAL BANK OF CANADA, as Administrative Agent and Collateral Agent

By: /s/ Yvonne Brazier
Name: Yvonne Brazier
Title: Manager, Agency Services

ROYAL BANK OF CANADA, as a Lender and the Issuer

By: /s/ Don J. Mckinnerney
Name: Don J. Mckinnerney
Title: Authorized Signatory

CAPITAL ONE, NATIONAL ASSOCIATION as a Lender

By: /s/ Michael Higgins
Name: Michael Higgins
Title: Senior Director

CIT Bank, N.A. as a Lender

By: /s/ John Feeley
Name: John Feeley
Title: Director

Citibank, N.A. as a Lender

By: /s/ Jeff Ard
Name: Jeff Ard
Title: Vice President

COMERICA BANK as a Lender

By: /s/ Britney Geidel

Name: Britney Geidel

Title: Portfolio Manager

COMPASS BANK as a Lender

By: _____
Name: _____
Title: _____

CREDIT SUISSE AG, as a Lender

By: _____
Name:
Title:

ING CAPITAL LLC as a Lender

By: /s/ Josh Strong
Name: Josh Strong
Title: Director

By: /s/ Michael Price
Name: Michael Price
Title: Managing Director

SunTrust Bank, as a Lender

By: /s/ Benjamin L. Brown

Name: Benjamin L. Brown

Title: Director

S - 15

**SANCHEZ MIDSTREAM PARTNERS LP
CERTIFICATION**

I, Gerry F. Willinger, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Sanchez Midstream Partners LP;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)), for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 10, 2018

/s/ Gerry F. Willinger

Gerry F. Willinger

Chief Executive Officer

Sanchez Midstream Partners GP, LLC, as general partner of Sanchez Midstream Partners LP
(Principal Executive Officer)

**SANCHEZ MIDSTREAM PARTNERS LP
CERTIFICATION**

I, Charles C. Ward, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Sanchez Midstream Partners LP;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)), for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 10, 2018

/s/ Charles C. Ward

Charles C. Ward

Chief Financial Officer and Secretary

Sanchez Midstream Partners GP, LLC, as general partner of Sanchez Midstream Partners LP
(Principal Financial Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Gerry F. Willinger, Chief Executive Officer of Sanchez Midstream Partners GP, LLC, as general partner of Sanchez Midstream Partners LP, certify pursuant to 18 U.S.C. Section 1350 adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 that to my knowledge:

(i) The accompanying Quarterly Report on Form 10-Q for the quarter ended March 31, 2018 fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and

(ii) The information contained in such report fairly presents, in all material respects, the financial condition and results of operations of Sanchez Midstream Partners LP.

/s/ Gerry F. Willinger

Gerry F. Willinger

Chief Executive Officer

Sanchez Midstream Partners GP, LLC, as general partner of Sanchez Midstream Partners LP
(Principal Executive Officer)

Date: May 10, 2018

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Charles C. Ward, Chief Financial Officer and Secretary of Sanchez Midstream Partners GP, LLC, as general partner of Sanchez Midstream Partners LP, certify pursuant to 18 U.S.C. Section 1350 adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 that to my knowledge:

(i) The accompanying Quarterly Report on Form 10-Q for the quarter ended March 31, 2018 fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and

(ii) The information contained in such report fairly presents, in all material respects, the financial condition and results of operations of Sanchez Midstream Partners LP.

/s/ Charles C. Ward

Charles C. Ward

Chief Financial Officer and Secretary

Sanchez Midstream Partners GP, LLC, as general partner of Sanchez Midstream Partners LP
(Principal Financial Officer)

Date: May 10, 2018
