



entry of an order approving the sale of the Debtors' assets, authorizing assumption and assignment of executory contracts and unexpired leases, and granting related relief (the "Motion")<sup>2</sup>.

### **WITNESSES**

The Oxy Parties and the WES Parties may call one or more of the following witnesses:

1. Any witnesses called or listed by any other party;
2. Impeachment witnesses; and
3. Rebuttal witnesses.

### **EXHIBITS**<sup>3</sup>

The Oxy Parties and the WES Parties may introduce the following exhibits at the hearing on the Motion:

<b><u>TAB</u></b>	<b><u>DESCRIPTION</u></b>
1.	Second Amended and Restated Lease Dedication and Oil Gathering Agreement dated effective as of June 1, 2017 by and between Springfield Pipeline LLC and Gavilan Resources, LLC
2.	Second Amended and Restated Lease Dedication and Gas Gathering Agreement dated effective as of June 1, 2017 by and between Springfield Pipeline LLC and Gavilan Resources, LLC
3.	Development Agreement, dated March 1, 2017 by and among Anadarko E&P Onshore LLC, Kerr-McGee Oil & Gas Onshore LP, SN EF Maverick, LLC, SN EF UnSub, LP, Gavilan Resources, LLC (f/k/a Aguila Production, LLC) and Sanchez Energy Corporation
4.	Any exhibits designated or offered by any other party
5.	Any impeachment or rebuttal exhibits

<sup>2</sup> The full title of the Motion is the *Emergency Motion of Debtors for Entry of Orders (I)(A) Approving Bid Procedures for Sale of Debtors' Assets, (B) Scheduling Auction for and Hearing to Approve Sale of Debtors' Assets, (C) Approving Form and Manner of Notice of Sale, Auction, and Sale Hearing, (D) Approving Assumption and Assignment Procedures, and (E) Granting Related Relief; and (II)(A) Approving Sale of Debtors' Assets, (B) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief* [Docket No. 99].

<sup>3</sup> Exhibits 1 and 2 contain confidential information and were filed under seal as Docket No. 336. Exhibit 3 is attached hereto.

**RESERVATION OF RIGHTS**

The Oxy Parties and the WES Parties reserve the right to revise, supplement or modify the witness and exhibit list.

Respectfully submitted this 8th day of October, 2020

/s/ Jason S. Brookner

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*Attorneys for the Oxy Parties*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the 7th day of October, 2020, he caused a true and correct copy of the foregoing pleading to be served via the Court's CM-ECF Notification System on all parties who have subscribed for notice in this case.

/s/ Jason S. Brookner  
Jason S. Brookner

**DEVELOPMENT AGREEMENT**

**among**

**ANADARKO E&P ONSHORE LLC**

**and**

**KERR-MCGEE OIL & GAS ONSHORE LP**

**collectively, as Anadarko**

**and**

**SN EF MAVERICK, LLC,**

**SN EF UNSUB, LP**

**and**

**GAVILAN RESOURCES, LLC (f/k/a AGUILA PRODUCTION, LLC)**

**collectively, as the Drilling Parties**

**dated**

**March 1, 2017**



## **DEVELOPMENT AGREEMENT**

This DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into this 1<sup>st</sup> day of March, 2017 (the “**Execution Date**”) by and among ANADARKO E&P ONSHORE LLC, a Delaware limited liability company (“**AEP**”) and KERR-MCGEE OIL & GAS ONSHORE LP, a Delaware limited partnership (“**KMOG**” and collectively with AEP, “**Anadarko**”), and SN EF Maverick, LLC, a Delaware limited liability company (“**SN**”), SN EF UnSub, LP, a Delaware limited partnership (“**UnSub**”, and collectively with SN, the “**SN Parties**”), and Gavilan Resources, LLC (f/k/a Aguila Production, LLC), a Delaware limited liability company (“**AcqCo**”, and collectively with SN and UnSub, the “**Drilling Parties**”, and each of SN, UnSub and AcqCo individually, a “**Drilling Party**”), and, solely for the purposes of *Section 4.15*, Sanchez Energy Corporation, a Delaware corporation (“**SN Parent**”). Anadarko, on the one hand, and the Drilling Parties, on the other hand, are each a “**Party**”, and collectively the “**Parties**”.

## **RECITALS**

A. Anadarko and the Drilling Parties entered into that certain Purchase and Sale Agreement dated January 12, 2017 (the “**Purchase Agreement**”), pursuant to which Anadarko sold and assigned, and the Drilling Parties purchased and paid for, the Assets. Capitalized terms used in this Agreement shall have the meanings prescribed in this Agreement where such capitalized terms are defined; provided, however, that capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to such terms in the Purchase Agreement.

B. As part of the transactions contemplated by the Purchase Agreement, Anadarko has conveyed the Assets to the Drilling Parties pursuant to (i) that certain Assignment and Bill of Sale dated as of the Execution Date, but effective as of 12:01 a.m. on July 1, 2016 (the “**Effective Time**”), by and between Anadarko and SN, (ii) that certain Assignment and Bill of Sale dated as of the Execution Date, but effective as of the Effective Time, by and between Anadarko and UnSub, and (iii) that certain Assignment and Bill of Sale dated as of the Execution Date, but effective as of the Effective Time, by and between Anadarko and AcqCo (collectively, the “**Assignments**”).

C. As part of the consideration for the sale of the Assets to the Drilling Parties, Anadarko desires the near-term development of the Assets.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **AGREEMENT**

### **ARTICLE 1. DEFINITIONS**

When not otherwise defined in the body of this Agreement, the following terms will have the below defined meaning:

“**AcqCo**” shall have the meaning set forth in the introductory paragraph of this Agreement.

“**Additional Wells**” shall have the meaning set forth in *Section 2.1*.

“**AEP**” has the meaning set forth in the introductory paragraph of this Agreement.

“**Affiliate**” shall mean any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, another Person. The term “**control**” and its derivatives with respect to any Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or partnership or other ownership interests, by contract or otherwise.

“**Agreement**” shall have the meaning set forth in the introductory paragraph herein.

“**Anadarko**” has the meaning set forth in the introductory paragraph of this Agreement.

“**Assignments**” shall have the meaning set forth in the recitals of this Agreement.

“**Business Day**” shall mean a day (other than a Saturday or Sunday) on which commercial banks in Texas are generally open for business.

“**Commitment Period**” shall have the meaning set forth in *Section 2.1*.

“**Commitment Well**” and “**Commitment Wells**” shall have the meaning set forth in *Section 2.1*.

“**Completing**” (and its variants) means all activities necessary in order to complete a Commitment Well as a producing well, including perforating, conducting fracking and fracture stimulation; provided, however, “**Completing**” (and its variants) shall not include any recompletion (including any restimulations or refractures) of a previously Completed well, including any recompletion in a zone other than the originally Completed zone, regardless of whether such well was originally Completed by a Drilling Party, Anadarko or a Third Party.

“**Default Fee**” shall have the meaning set forth in *Section 3.3*.

“**Drilling**” (and its variants) means, with respect to any Commitment Well, any activity related to moving in, rigging up, drilling, logging and testing a well.

“**Drilling Party**” and “**Drilling Parties**” shall have the meaning set forth in the introductory paragraph of this Agreement.

“**Effective Date**” shall have the meaning set forth in *Section 2.1*.

“**Effective Time**” shall have the meaning set forth in the recitals of this Agreement.

“**Equipping**” (and its variants) means, with respect to any Commitment Well, all activities necessary, including installing tubing and any other equipment necessary, or taking any

other actions required of the Drilling Parties, in order to flow Hydrocarbons in paying quantities through the Receipt Points to the Springfield Gathering System.

***“Execution Date”*** shall have the meaning set forth in the introductory paragraph of this Agreement.

***“Force Majeure Event”*** means any cause or event not reasonably within the control of the Drilling Parties that cannot, despite the exercise of reasonable efforts, be prevented, avoided or removed and that prevents the total or partial performance of obligations of the Drilling Parties under this Agreement (other than the payment of money hereunder). The following causes and events (the list of which is not exhaustive) will be considered Force Majeure Events to the extent such causes and events present the characteristics described above: acts of God, strikes, lockouts or other industrial disputes or disturbances, acts of the public enemy, wars, blockades, insurrections, civil disturbances and riots, epidemics, landslides, lightning, hail storms, earthquakes, fires, tornadoes, hurricanes, winter storms, floods, washouts and warnings for any of the foregoing which may necessitate the precautionary shut-down of wells, plants, pipelines, gathering systems or other related facilities; arrests, orders, requests, directives, restraints and requirements of governments and Governmental Authorities; any application of government conservation or curtailment rules and regulations; explosions, sabotage, breakage or accidents to equipment, machinery, gathering systems, plants, facilities or lines of pipe; outages (shutdown) for the making of repairs, alterations, relocations or inspections; inability to secure saltwater or flowback disposal; inclement weather that necessitates extraordinary measures and expense to construct facilities or maintain operations; or any other causes, whether of the kind enumerated herein or otherwise that present the characteristics described above. Such term will likewise include, in those instances where the Drilling Parties are required to obtain permits or permissions from any Governmental Authority to enable the Drilling Parties to fulfill their obligations hereunder, the inability of the Drilling Parties to acquire, or delays on the part of the Drilling Parties in acquiring, such permits and permissions; provided, however, that a “Force Majeure Event” shall not include (a) lack of financing or funds, (b) loss of markets and loss of supply of equipment or materials or (c) to the extent affecting only the Drilling Parties or their Affiliate’s employees, any strike, work stoppage or other organized labor difficulty.

***“Gatherer”*** shall mean Springfield Pipeline LLC, a Texas limited liability company.

***“Governmental Authority”*** shall mean any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power, and any court or arbitral or other governmental tribunal, including any tribal authority having or asserting jurisdiction.

***“KMOG”*** has the meaning set forth in the introductory paragraph of this Agreement.

***“Law”*** shall mean any applicable statute, law (including common law), rule, regulation, ordinance, order, code, ruling, judgment, writ, injunction, decree or other official act of or by any Governmental Authority.

***“Obligations”*** shall have the meaning set forth in *Section 4.15*.



**“Oil Handling Facilities”** shall mean the Main OHF and Cochina OHF, and such other oil handling facilities added to the System from time to time.

**“Party”** and **“Parties”** shall have the meaning set forth in the introductory paragraph of this Agreement.

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

**“Purchase Agreement”** shall have the meaning set forth in the recitals of this Agreement.

**“SN”** shall have the meaning set forth in the introductory paragraph of this Agreement.

**“SN Parent”** shall have the meaning set forth in the introductory paragraph of this Agreement.

**“SN Parent Guaranty”** shall have the meaning set forth in *Section 4.15*.

**“SN Parties”** shall have the meaning set forth in the introductory paragraph of this Agreement.

**“Springfield Gathering System”** shall mean all oil and gas pipelines, oil and gas measurement facilities, oil and gas compressors, dehydrators, Receipt Points and any treating or related facilities, owned or operated by Gatherer, including the Oil Handling Facilities, and any future additions or modifications thereto.

**“Receipt Point(s)”** shall mean the inlet of Gatherer’s oil, gas and condensate measurement facilities existing now, or in the future, where Gatherer receives production from the Drilling Parties. The current Receipt Point(s) are set forth on Exhibit B and Exhibit C.

**“Twelve Month Period”** shall mean each of the five consecutive twelve month periods during the Commitment Period, with the first Twelve Month Period beginning on the Effective Date and ending on the first anniversary thereof, and each subsequent Twelve Month Period commencing on the same date each subsequent year and ending on the same date each subsequent year.

**“UnSub”** shall have the meaning set forth in the introductory paragraph of this Agreement.

## **ARTICLE 2. DRILLING COMMITMENT**

Section 2.1 **Commitment Wells.** Commencing as of September 1, 2017 (the **“Effective Date”**), and continuing thereafter until the fifth (5<sup>th</sup>) year anniversary thereof (**“Commitment Period”**), the Drilling Parties commit to Complete and Equip sixty (60) gross wells per Twelve Month Period on the lands covered by or unitized with the Leases (all such wells, the **“Commitment Wells”**, and each such well, a **“Commitment Well”**); provided,

however, no well Completed and Equipped by the Drilling Parties shall be or count as a Commitment Well hereunder if such well was Drilled prior to the Execution Date. Each well Completed and Equipped by the Drilling Parties will count as a Commitment Well in the Twelve Month Period in which such well is Completed, and the Drilling Parties shall provide Anadarko with a copy of the official completion report filed with the Texas Railroad Commission for each Commitment Well within thirty (30) days of each such Completion. In the event that the Drilling Parties Complete and Equip more Commitment Wells than the required sixty (60) Commitment Wells during any Twelve Month Period (such wells, to the extent exceeding the Commitment Wells for such Twelve Month Period, the “***Additional Wells***”), and such Additional Wells would otherwise constitute Commitment Wells for such Twelve Month Period, the Drilling Parties may carry forward up to, but not exceeding, thirty (30) Additional Wells towards the Commitment Well requirement for any future period.

Section 2.2 ***Force Majeure.*** If the Drilling Parties are rendered unable, wholly or in part, by reason of a Force Majeure Event to perform their obligations under this Agreement, including the obligation to Complete and Equip all of the sixty (60) Commitment Wells required by *Section 2.1* for any Twelve Month Period, then the Drilling Parties’ obligations shall be suspended to the extent affected by such Force Majeure Event. The Drilling Parties shall provide written notice of the occurrence of any Force Majeure Event to Anadarko as soon as reasonably practicable after commencement of such Force Majeure Event, including full particulars of such Force Majeure Event, the Drilling Parties’ plans to overcome such Force Majeure Event, and the Drilling Parties shall keep Anadarko fully advised of its efforts to overcome such Force Majeure Event. The Drilling Parties shall use reasonable efforts to overcome such Force Majeure Event as soon as practicable and shall continue to use reasonable efforts to overcome such Force Majeure Event for the pendency of such Force Majeure Event; *provided, however*, that the foregoing shall not require the settlement of any strike, lockout or any other labor difficulty by any Drilling Party contrary to such Drilling Party’s wishes, which shall be handled entirely within such Drilling Party’s discretion. If an obligation of the Drilling Parties under this Agreement is suspended due to a Force Majeure Event, and such obligation is subject to satisfaction within a certain time period, then such time period shall be extended by, but in no event longer than, the duration of such Force Majeure Event.

### ARTICLE 3. TERMINATION; DEFAULT; REMEDIES

Section 3.1 ***Term.*** This Agreement shall terminate upon the earliest to occur of:

- (a) the mutual agreement of the Parties; or
- (b) the five (5) year anniversary of the Effective Date, provided that the Drilling Parties have Completed and Equipped of all Commitment Wells required for each Twelve Month Period as contemplated by *Section 2.1*, and/or all Default Fees owed to Anadarko under *Section 3.3* have been paid to Anadarko.

Section 3.2 ***Effect of Termination.*** Upon the termination of this Agreement pursuant to *Section 3.1*, this Agreement will become void and the Parties will have no further liability or obligation hereunder.

Section 3.3 **Default.** If, during any Twelve Month Period, the Drilling Parties fail to Complete and Equip all sixty (60) of the Commitment Wells required for such Twelve Month Period as contemplated by *Section 2.1*, the Drilling Parties will be obligated, jointly and severally, to pay AEP an amount equal to (a) sixty (60) minus the number of Commitment Wells that the Drilling Parties Completed and Equipped during such Twelve Month Period, *multiplied* by (b) two hundred thousand dollars (\$200,000) (the aggregate amount for such Twelve Month Period, the “**Default Fee**”). Within 10 days following the end of each Twelve Month Period, the Drilling Parties shall pay AEP the Default Fee, if any, attributable to such Twelve Month Period, if applicable. **ANADARKO ACKNOWLEDGES AND AGREES THAT RECOVERY OF THE DEFAULT FEE FOR EACH TWELVE MONTH PERIOD SHALL BE ANADARKO’S SOLE AND EXCLUSIVE REMEDY FOR FAILURE BY THE DRILLING PARTIES TO SATISFY THE DRILLING COMMITMENT DESCRIBED IN SECTION 2.1 FOR EACH SUCH TWELVE MONTH PERIOD.**

#### **ARTICLE 4. MISCELLANEOUS**

Section 4.1 **Covenants Running with Lands.** The obligations of the Drilling Parties under this Agreement are partial consideration for Anadarko’s conveyance of the Assets to the Drilling Parties under the Assignments, and such obligations touch and concern the Leases and lands and obligations related thereto, being things in existence, and shall be covenants running with the land. Such obligations shall burden each Drilling Party’s interest, and the interest of any permitted successor or assign of such Drilling Party, in and to the Leases and the lands related thereto, for the benefit of Anadarko.

Section 4.2 **Assignment.** This Agreement may not be assigned by Anadarko or the Drilling Parties without the prior written consent of each Party. In the event the Parties consent to any such assignment, such assignment shall not relieve the assigning Party of any obligations and responsibilities hereunder.

Section 4.3 **Preparation of Agreement.** Anadarko, the Drilling Parties, and their respective counsel participated in the preparation of this Agreement. In the event of any ambiguity in this Agreement, no presumption shall arise based on the identity of the draftsman of this Agreement.

Section 4.4 **Notices.** All notices and communications required or permitted to be given hereunder shall be in writing and shall be delivered personally, or sent by bonded overnight courier, or mailed by U.S. Express Mail or by certified or registered United States Mail with all postage fully prepaid, or sent by electronic mail transmission (*provided* that the acknowledgment of the receipt of such electronic mail is requested and received by email, excluding automatic receipts, and such notice and communications are sent promptly thereafter to the reviewing person via overnight courier, U.S. Express Mail or certified or registered United States Mail) addressed to Anadarko or the Drilling Parties, as appropriate, at the address for such Person shown below or at such other address as Anadarko or the Drilling Parties shall have theretofore designated by written notice delivered to the other Parties:

If to Anadarko:

Anadarko E&P Onshore LLC  
1201 Lake Robbins Drive  
The Woodlands, Texas 77380  
Attn: Corporate Development  
Tel: 832.636.2738  
Email: david.richardson@anadarko.com

With a copy to:

Anadarko E&P Onshore LLC  
1201 Lake Robbins Drive  
The Woodlands, Texas 77380  
Attn: Legal Department  
Tel: 832.636.7517  
Email: randle.jones@anadarko.com

If to the Drilling Parties:

SN EF Maverick, LLC  
SN EF UnSub, LP  
c/o Sanchez Energy Corporation  
1000 Main Street, Suite 3000  
Houston, Texas 77002  
Attn: General Counsel  
Tel: 713.756.2782  
Email: [gkopel@sanchezog.com](mailto:gkopel@sanchezog.com)

and

Gavilan Resources, LLC  
345 Park Avenue  
New York, New York 10154  
Attn: Angelo Acconcia  
Email: [acconcia@blackstone.com](mailto:acconcia@blackstone.com)

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

Kirkland & Ellis LLP  
600 Travis Street, 33rd Floor  
Houston, TX 77002  
Attn: Anthony Speier, P.C.  
Rahul Vashi  
Email: anthony.speier@kirkland.com  
rahul.vashi@kirkland.com

Any notice given in accordance herewith shall be deemed to have been given only when delivered to the addressee in person, or by courier, during normal business hours on a Business Day (or if delivered or transmitted after normal business hours on a Business Day or on a day other than a Business Day, then on the next Business Day), or upon actual receipt by the addressee during normal business hours on a Business Day after such notice has either been delivered to an overnight courier or deposited in the United States Mail, as the case may be (or if delivered after normal business hours on a Business Day or on a day other than a Business Day, then on the next Business Day). Anadarko or the Drilling Parties may change the address to which such communications are to be addressed by giving written notice to the other Parties in the manner provided in this *Section 4.4*. If a date specified herein for giving any notice or taking any action is not a Business Day (or if the period during which any notice is required to be given or any action taken expires on a date which is not a Business Day), then the date for giving such notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) shall be the next day which is a Business Day.

**Section 4.5 *Conflict between Agreements.*** This Agreement is subject to the Purchase Agreement, and nothing in this Agreement shall operate to limit, release, or impair any of Anadarko's or the Drilling Parties' respective rights, obligations, remedies, or indemnities in the Purchase Agreement. To the extent the terms and provisions of this Agreement are in conflict, or inconsistent, with the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

**Section 4.6 *No Third-Party Beneficiaries.*** The terms and provisions of this Agreement are intended solely for the benefit of the Parties, their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person.

**Section 4.7 *Parties in Interest.*** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any Person other than Anadarko and the Drilling Parties and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement; provided that only a Party and its respective successors and permitted assigns will have the right to enforce the provisions of this Agreement (but shall not be obligated to do so).

**Section 4.8 *Amendment.*** This Agreement may be amended only by an instrument in writing executed by the Party against whom enforcement is sought.

**Section 4.9 *Waiver; Rights Cumulative.*** Any of the terms, covenants, representations, warranties or conditions hereof may be waived only by a written instrument executed by or on behalf of the Party waiving compliance. No course of dealing on the part of Anadarko or the Drilling Parties, or their respective officers, employees, agents or representatives or any failure by Anadarko or the Drilling Parties to exercise any of its or their rights under this Agreement shall operate as a waiver thereof or affect in any way the right of such Person at a later time to enforce the performance of such provision. No waiver by

Anadarko or the Drilling Parties of any condition or any breach of any term or covenant contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term or covenant. The rights of Anadarko and the Drilling Parties under this Agreement shall be cumulative, and the exercise or partial exercise of any such right shall not preclude the exercise of any other right.

Section 4.10 ***Conflict of Law Jurisdiction, Venue; Jury Waiver.*** THIS AGREEMENT AND THE LEGAL RELATIONS AMONG ANADARKO AND THE DRILLING PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW. EACH OF ANADARKO AND THE DRILLING PARTIES CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE COURTS OF THE STATE OF TEXAS FOR ANY ACTION ARISING OUT OF THIS AGREEMENT. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS AGREEMENT SHALL BE EXCLUSIVELY LITIGATED IN COURTS HAVING SITES IN HOUSTON, HARRIS COUNTY, TEXAS. EACH OF ANADARKO AND THE DRILLING PARTIES 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.

Section 4.11 ***Severability.*** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to any of Anadarko or the Drilling Parties. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 4.12 ***Counterparts.*** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. Any signature hereto delivered by a Party by facsimile transmission shall be deemed an original signature hereto.

Section 4.13 ***Memorandum of Agreement.*** Contemporaneously with the execution hereof, the Parties shall execute a memorandum of agreement in the form attached hereto as Exhibit A to be promptly recorded by Anadarko in the real property records of each county in which the Leases are located.

Section 4.14 ***References and Rules of Construction.*** All references in this Agreement to Exhibits, Articles, Sections, subsections and other subdivisions refer to the corresponding Exhibits, Articles, Sections, subsections and other subdivisions of or to this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Articles, Sections,



subsections and other subdivisions of this Agreement are for convenience only, do not constitute any part of this Agreement, and shall be disregarded in construing the language hereof. The words “this Agreement,” “herein,” “hereby,” “hereunder” and “hereof,” and words of similar import, refer to this Agreement as a whole and not to any particular Article, Section, subsection or other subdivision unless expressly so limited. The words “this Article,” “this Section” and “this subsection,” and words of similar import, refer only to the Article, Section or subsection hereof in which such words occur. Wherever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limiting the foregoing in any respect.” All references to “\$” or “dollars” shall be deemed references to United States dollars. Each accounting term not defined herein will have the meaning given to it under GAAP as interpreted as of the Execution Date. Pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender, and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. The words “shall” and “will” are used interchangeably throughout this Agreement and shall accordingly be given the same meaning, regardless of which word is used.

**Section 4.15 *SN Parent Guaranty.*** For good and valuable consideration, and to induce Anadarko to enter into this Agreement, SN Parent hereby absolutely, unconditionally and irrevocably guarantees to Anadarko the punctual and complete performance of all obligations of SN under this Agreement (the “*Obligations*”). The guaranty set out in this *Section 4.15* (the “*SN Parent Guaranty*”) shall remain in full force and effect until SN has fully discharged all of the Obligations. Upon default by SN of any of the Obligations, Anadarko may proceed directly against SN Parent without proceeding against SN or any other Person or pursuing any other remedy. Anadarko may, without notice to, or consent of, SN Parent, (a) extend or alter, together with SN, the time, manner, place or terms of payment or performance of the Obligations, (b) waive, or, together with SN, amend the terms of this Agreement, (c) release SN from any or all of the Obligations, or (d) release any other guaranty or security for the Obligations, without in any way releasing or discharging SN Parent from liability hereunder. SN Parent waives any defenses (but not rights of set-off or counterclaims) which it may have with respect to the performance of the Obligations, other than defenses that SN would have under the terms of this Agreement. SN Parent further waives notice of the acceptance of this SN Parent Guaranty, presentment, demand, protest, and notices of protest, nonpayment, default or dishonor of the Obligations. SN Parent represents and warrants that (x) it has the full power and authority to enter into and perform the SN Parent Guaranty, (y) there are no bankruptcy, reorganization or receivership proceedings pending, being contemplated by or, to SN Parent’s knowledge, threatened against SN Parent, and SN Parent is not insolvent or generally not paying its debts as they become due, and (z) the execution, delivery and performance by SN Parent of this SN Parent Guaranty has been duly and validly authorized and approved by all necessary corporate action on the part of SN Parent, and this SN Parent Guaranty constitutes the legal, valid and binding obligation of SN Parent, enforceable against SN Parent in accordance with its terms.

**Section 4.16 *Liability of SN Parties.*** Notwithstanding anything to the contrary in this Agreement, SN and UnSub shall be jointly and severally liable for all obligations and Liabilities of UnSub under this Agreement.

*[Remainder of page intentionally blank.]*

IN WITNESS WHEREOF, this Agreement is executed by the Parties on the Execution  
Date.

**ANADARKO:**

**ANADARKO E&P ONSHORE LLC**

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

Name: Brian T. Kuck

Title: Vice President Corporate Development

*BTK*



**KERR-MCGEE OIL & GAS ONSHORE LP**

By:    
Name: Brian T. Kuck  
Title: Vice President

**DRILLING PARTIES:**

**SN EF MAVERICK, LLC**

By: 

Name: Eduardo A. Sanchez

Title: President

**SN EF UNSUB, LP**

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

Name: Patricio D. Sanchez

Title: President and Chief Executive Officer

**DRILLING PARTIES:**

**SN EF MAVERICK, LLC**

By: \_\_\_\_\_  
Name: Eduardo A. Sanchez  
Title: President


**SN EF UNSUB, LP**

By: \_\_\_\_\_  
Name: Patricio D. Sanchez  
Title: President and Chief Executive Officer

**Solely for purposes of *Section 4.15*:**

**SN PARENT**

**SANCHEZ ENERGY CORPORATION**

By:   
Name: Eduardo A. Sanchez  
Title: President

**GAVILAN RESOURCES, LLC**

By: 

Name: Angelo Acconcia

Title: President

Exhibit A  
Form of Memorandum of Development Agreement

(See attached.)

**EXHIBIT A**

**FORM OF MEMORANDUM OF DEVELOPMENT AGREEMENT**

This **MEMORANDUM OF DEVELOPMENT AGREEMENT** (this “**Memorandum**”), is dated effective for all purposes as of July 1, 2016 (the “**Effective Time**”) and is by and between ANADARKO E&P ONSHORE LLC, a Delaware limited liability company (“**AEP**”) and KERR-MCGEE OIL & GAS ONSHORE LP, a Delaware limited partnership (“**KMOG**” and collectively with AEP, “**Anadarko**”), and SN EF Maverick, LLC, a Delaware limited liability company (“**SN**”), SN EF UnSub, LP, a Delaware limited partnership (“**UnSub**”, and collectively with SN, the “**SN Parties**”), and Aguila Production, LLC, a Delaware limited liability company (“**AcqCo**”, and collectively with SN and UnSub, the “**Drilling Parties**”, and each of SN, Unsub and AcqCo individually, a “**Drilling Party**”), and solely for the purpose of *Section 4.15* of the Development Agreement (as defined below), Sanchez Energy Corporation, a Delaware corporation (“**SN Parent**”). Anadarko and the Drilling Parties are each a “**Party**” and collectively the “**Parties**”.

W I T N E S S E T H:

**WHEREAS**, Anadarko and the Drilling Parties entered into that certain Development Agreement, dated as of [\_\_\_\_], 2017, but effective for all purposes as of the Effective Time (as the same may be amended, modified or supplemented from time to time, the “**Development Agreement**”), with respect to the drilling, completing, equipping and operation of certain oil and gas wells located on oil and gas leases which the Drilling Parties now own, including, without limitation, those oil and gas leases described on Appendix A hereto (the “**Leases**”); and

**WHEREAS**, the Parties have executed this Memorandum for the purpose of imparting notice to all persons of the rights and obligations of the Parties under the Development Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

1. The Development Agreement is incorporated in its entirety herein by reference and all capitalized terms used but not defined herein shall have the meaning ascribed to them in the Development Agreement. An original of the Development Agreement may be found at the offices of Anadarko at the address given below.

2. The Leases of the Parties shall be subject to and burdened by the terms and provisions of the Development Agreement.

3. All costs and liabilities incurred in connection with the Development Agreement shall be borne and paid by the Parties as, and to the extent, provided in the Development Agreement.

4. Any Assignment of any interest in the Development Agreement is subject to restrictions and obligations under the Development Agreement including, but without limitation,

certain consent requirements, transfer restrictions and specified procedures for compliance with any Assignment.

5. The Development Agreement is effective as of the Effective Time and shall continue in full force and effect until terminated in accordance with the terms and provisions thereof.

6. The addresses of the Parties are as follows:

If to Anadarko:

Anadarko E&P Onshore LLC  
1201 Lake Robbins Drive  
The Woodlands, Texas 77380  
Attention: Corporate Development  
Telephone: 832.636.2738  
E-mail: david.richardson@anadarko.com

If to the Drilling Parties:

SN EF Maverick, LLC  
SN EF UnSub, LP  
c/o Sanchez Energy Corporation  
1000 Main Street, Suite 3000  
Houston, Texas 77002  
Attention: General Counsel  
Telephone: 713.756.2782  
Email: gkopel@sanchezog.com

and

Aguila Production, LLC  
345 Park Avenue  
New York, New York  
Attention: Angelo Acconcia  
Telephone:  
E-mail: acconcia@blackstone.com

7. Nothing contained in this Memorandum shall be deemed to modify, amend, alter, limit or otherwise change any of the provisions of the Development Agreement itself or the rights or obligations of the Parties thereto. In the event of any inconsistency or ambiguity between the terms of this Memorandum and the terms of the Development Agreement, the terms of the Development Agreement shall prevail.

8. This Memorandum may be executed in any number of counterparts, each of which shall be of equal dignity and all of which shall constitute but one and the same instrument.



9. This Memorandum shall be filed in the real property records of the county or counties in which the Leases are located. In addition to filing the Memorandum, the Parties shall execute and file with the appropriate authorities, whether federal, state or local, all forms or instruments required by applicable Law to effectuate the Memorandum and such forms or instruments shall be deemed to contain all of the exceptions, reservations, rights, titles and privileges set forth herein as fully as though the same were set forth in each such instrument.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Development Agreement as of the dates set forth in their respective acknowledgments hereto, but effective for all purposes as of the Effective Time.

**ANADARKO**

**ANADARKO E&P ONSHORE LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**KERR-MCGEE OIL & GAS ONSHORE LP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DRILLING PARTIES**

**SN EF MAVERICK, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SN EF UNSUB, LP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGUILA PRODUCTION, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SN PARENT**

**SANCHEZ ENERGY CORPORATION**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENTS**

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF HARRIS   §**

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of [\_\_\_\_], 2017, within my jurisdiction, the within named \_\_\_\_\_, duly identified before me, who acknowledged that he is the \_\_\_\_\_ of Anadarko E&P Onshore LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

AFFIX SEAL

\_\_\_\_\_

**STATE OF TEXAS §**  
**§**  
**COUNTY OF HARRIS §**

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of [\_\_\_\_], 2017, within my jurisdiction, the within named \_\_\_\_\_, duly identified before me, who acknowledged that he is the \_\_\_\_\_ of Kerr-McGee Oil & Gas Onshore LP, a Delaware partnership, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of [\_\_\_\_], 2017, within my jurisdiction, the within named \_\_\_\_\_, duly identified before me, who acknowledged that he is the \_\_\_\_\_ of SN EF Maverick, LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

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NOTARY PUBLIC

My Commission Expires:

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STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of [\_\_\_\_], 2017, within my jurisdiction, the within named \_\_\_\_\_, duly identified before me, who acknowledged that he is the \_\_\_\_\_ of SN EF UnSub, LP, a Delaware limited partnership, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

---

NOTARY PUBLIC

My Commission Expires:

---

STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of [\_\_\_\_], 2017, within my jurisdiction, the within named \_\_\_\_\_, duly identified before me, who acknowledged that he is the \_\_\_\_\_ of Aguila Production, LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

---

NOTARY PUBLIC

My Commission Expires:

---

STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of [\_\_\_\_], 2017, within my jurisdiction, the within named \_\_\_\_\_, duly identified before me, who acknowledged that he is the \_\_\_\_\_ of Sanchez Energy Corporation, a Delaware corporation, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

---

NOTARY PUBLIC

My Commission Expires:

---

**APPENDIX A**

**LEASES**

**[NTD: To include leases from PSA Exhibit A for each county where Memorandum will be filed.]**

**EXHIBIT B****RECEIPT POINT(S)****Receipt Point(s) - Gas**

<b><u>Maverick Meter Number</u></b>	<b><u>Name</u></b>	<b><u>CDP</u></b>
<u>420010040</u>	<u>LABANDERA-SHAPE CDP</u>	<u>Main CDP</u>
<u>420210008</u>	<u>BEINHORN 1H</u>	<u>Main CDP</u>
<u>420210020</u>	<u>RANCHO ENCANTADO 1H</u>	<u>Cochina East CDP(s)</u>
<u>420210028</u>	<u>CATARINA WEST 10H</u>	<u>Main CDP</u>
<u>420210033</u>	<u>CHUPADERA 2H</u>	<u>Main CDP</u>
<u>420210037</u>	<u>DIAMOND H RANCH 9H</u>	<u>Cochina East CDP(s)</u>
<u>420210040</u>	<u>COCHINA STATE UNIT A 1H</u>	<u>Cochina East CDP(s)</u>
<u>420210041</u>	<u>COCHINA STATE UNIT B 1H</u>	<u>Cochina East CDP(s)</u>
<u>420210042</u>	<u>FOGMT G1 SP</u>	<u>Main CDP</u>
<u>420610002</u>	<u>CATARINA WEST CPFA</u>	<u>Main CDP</u>
<u>420610003</u>	<u>BEINHORN CPFA</u>	<u>Main CDP</u>
<u>420610004</u>	<u>CATARINA RANCH CPFA</u>	<u>Main CDP</u>
<u>420610006</u>	<u>SOUTH SPUR STATE CPFA</u>	<u>Main CDP</u>
<u>420610007</u>	<u>COCHINA EAST CPFB</u>	<u>Cochina East CDP(s)</u>
<u>420610008</u>	<u>ROGERS DENTONIO CPFA</u>	<u>Main CDP</u>
<u>420610009</u>	<u>COCHINA WEST CPFA</u>	<u>Cochina East CDP(s)</u>
<u>420610010</u>	<u>CATARINA RANCH CPFB IP</u>	<u>Main CDP</u>
<u>420610011</u>	<u>CARLA RANCH CPFA</u>	<u>Main CDP</u>
<u>420610012</u>	<u>CARLA CPFB</u>	<u>Main CDP</u>
<u>420610013</u>	<u>SOUTH SPUR RANCH CPFA</u>	<u>Main CDP</u>
<u>420610014</u>	<u>COCHINA EAST CPFA</u>	<u>Cochina East CDP(s)</u>
<u>420610015</u>	<u>FRIDAY CPFA IP</u>	<u>Main CDP</u>
<u>420610016</u>	<u>CATARINA NORTH CPFA</u>	<u>Main CDP</u>
<u>420610017</u>	<u>DIAMOND H RANCH CPFA</u>	<u>Cochina East CDP(s)</u>
<u>420610018</u>	<u>DIAMOND H STATE CPFA</u>	<u>Cochina East CDP(s)</u>
<u>420610019</u>	<u>STANLEY CPFA LP</u>	<u>Stanley Worthey CDP</u>
<u>420610020</u>	<u>STANLEY RANCH CPFA HP</u>	<u>Stanley Worthey CDP</u>
<u>420610021</u>	<u>STANLEY RANCH CPFB LP</u>	<u>Stanley Worthey CDP</u>
<u>420610022</u>	<u>STANLEY RANCH CPFB HP</u>	<u>Stanley Worthey CDP</u>
<u>420610023</u>	<u>WORTHEY CPFA LP</u>	<u>Stanley Worthey CDP</u>
<u>420610024</u>	<u>WORTHEY RANCH CPFA HP</u>	<u>Stanley Worthey CDP</u>
<u>420610025</u>	<u>WORTHEY CPFB LP</u>	<u>Stanley Worthey CDP</u>



<u>420610026</u>	<u>WORTHEY RANCH CPFB HP</u>	<u>Stanley Worthey CDP</u>
<u>420610027</u>	<u>FRIDAY CPFB IP</u>	<u>Main CDP</u>
<u>420610028</u>	<u>STUMBERG CPFA IP</u>	<u>Main CDP</u>
<u>420610029</u>	<u>STUMBERG CPFB</u>	<u>Main CDP</u>
<u>420610032</u>	<u>CATARINA WEST CPFB IP</u>	<u>Main CDP</u>
<u>420610034</u>	<u>CHIP EAST CPFA IP</u>	<u>Main CDP</u>
<u>420610036</u>	<u>COCHINA EAST CPFD</u>	<u>Cochina East CDP(s)</u>
<u>420610037</u>	<u>CATARINA RANCH CPFC IP</u>	<u>Main CDP</u>
<u>420610038</u>	<u>CATARINA SOUTH CPFA</u>	<u>Main CDP</u>
<u>420610039</u>	<u>WORTHEY CPFC LP</u>	<u>Stanley Worthey CDP</u>
<u>420610040</u>	<u>WORTHEY CPFC HP</u>	<u>Stanley Worthey CDP</u>
<u>420610041</u>	<u>BEINHORN CPFB IP</u>	<u>Main CDP</u>
<u>420610042</u>	<u>CARLA CPFC</u>	<u>Main CDP</u>
<u>420610043</u>	<u>CARLA CPFD</u>	<u>Main CDP</u>
<u>420610044</u>	<u>CHUPADERA CPFA</u>	<u>Main CDP</u>
<u>420610045</u>	<u>STANLEY CPFC LP</u>	<u>Stanley Worthey CDP</u>
<u>420610046</u>	<u>STANLEY CPFC HP</u>	<u>Stanley Worthey CDP</u>
<u>420610047</u>	<u>LABANDERA CPFB</u>	<u>Main CDP</u>
<u>420610048</u>	<u>CATARINA NORTH CPFB</u>	<u>Main CDP</u>
<u>420610049</u>	<u>CATARINA NORTH CPFC</u>	<u>Main CDP</u>
<u>420610050</u>	<u>RANCHO ENCANTADO</u> <u>CPFA LP</u>	<u>Cochina East CDP(s)</u>
<u>420610051</u>	<u>COCHINA WEST CPFB</u>	<u>Cochina East CDP(s)</u>
<u>420610052</u>	<u>CHUPADERA CPFB</u>	<u>Main CDP</u>
<u>420610053</u>	<u>CHIP EAST CPFB IP</u>	<u>Main CDP</u>
<u>420610054</u>	<u>CATARINA NORTH CPFD IP</u>	<u>Main CDP</u>
<u>420610056</u>	<u>DIAMOND H RANCH CPFB</u>	<u>Cochina East CDP(s)</u>
<u>420610057</u>	<u>FRIDAY UNIT B CPFA LP</u>	<u>Main CDP</u>
<u>420610060</u>	<u>FRIDAY SMITH CPFA IP</u>	<u>Main CDP</u>
<u>420610062</u>	<u>Beinhorn CPFC LP</u>	<u>Main CDP</u>
<u>420610063</u>	<u>Beinhorn CPFC IP</u>	<u>Main CDP</u>
<u>420610065</u>	<u>STUMBERG CPFC LP</u>	<u>Main CDP</u>
<u>420610066</u>	<u>CATARINA NORTH CPFE</u>	<u>Main CDP</u>
<u>420610069</u>	<u>MAUND CPFA</u>	<u>Main CDP</u>
<u>420610070</u>	<u>STUMBERG CPFD IP</u>	<u>Main CDP</u>
<u>420610071</u>	<u>CATARINA RANCH CPFD</u> <u>LP</u>	<u>Main CDP</u>
<u>420610072</u>	<u>CATARINA WEST CPFC IP</u>	<u>Main CDP</u>
<u>420610073</u>	<u>South Spur Ranch CPFB</u>	<u>Main CDP</u>
<u>420610074</u>	<u>Rogers Dent 16 Ut CPFA</u>	<u>Main CDP</u>
<u>420610076</u>	<u>CATARINA RANCH CPFD IP</u>	<u>Main CDP</u>
<u>420610079</u>	<u>RANCHO ENCANTADO</u> <u>CPFB LP</u>	<u>Cochina East CDP(s)</u>

<u>420610080</u>	<u>CATARINA SOUTH CPFB</u>	<u>Main CDP</u>
<u>420610083</u>	<u>Diamond H State CPFB</u>	<u>Cochina East CDP(s)</u>
<u>420610085</u>	<u>COCHINA EAST CPFF</u>	<u>Cochina East CDP(s)</u>
<u>420610086</u>	<u>CATARINA WEST CPFD IP</u>	<u>Main CDP</u>
<u>420610087</u>	<u>Cochina East CPFE</u>	<u>Cochina East CDP(s)</u>
<u>420610088</u>	<u>CHAPARRAL WL CPFA LP</u>	<u>Cochina East CDP(s)</u>
<u>420610089</u>	<u>CHAPARRAL WL CPF-A IP</u>	<u>Rancho Encantado CDP</u>
<u>420610090</u>	<u>R DENTONIO UNIT 23 CPFA</u>	<u>Main CDP</u>
<u>420610091</u>	<u>Cochina West CPF-C</u>	<u>Cochina East CDP(s)</u>
<u>420610092</u>	<u>FOGMT CPF-A</u>	<u>Main CDP</u>
<u>420610093</u>	<u>FRIDAY CPFC IP</u>	<u>Main CDP</u>
<u>420610095</u>	<u>LA BANDERA UNIT A CPFA</u>	<u>Main CDP</u>
<u>420610096</u>	<u>ROGERS DENTONIO UNIT A</u> <u>CPFA</u>	<u>Main CDP</u>
<u>420610097</u>	<u>STANLEY CPFD LP</u>	<u>Stanley Worthey CDP</u>
<u>420610098</u>	<u>CHUPADERA CPFC</u>	<u>Main CDP</u>
<u>420610099</u>	<u>STUMBERG CPFA LP</u>	<u>Main CDP</u>
<u>420610100</u>	<u>COCHINA W CPFD</u>	<u>Cochina East CDP(s)</u>
<u>420610102</u>	<u>FRIDAY CPFC LP</u>	<u>Main CDP</u>
<u>420610103</u>	<u>BEINHORN CPFA IP</u>	<u>Main CDP</u>
<u>420610104</u>	<u>ERKHARDT-SWONKE UNIT</u> <u>CPFA IP</u>	<u>Main CDP</u>
<u>420610105</u>	<u>SPRINGMAN UNIT A CPFA</u> <u>LP</u>	<u>Main CDP</u>
<u>420610106</u>	<u>SPRINGMAN UNIT B CPFA</u> <u>LP</u>	<u>Main CDP</u>
<u>420610107</u>	<u>ERKHARDT-SWONKE UNIT</u> <u>CPFA LP</u>	<u>Main CDP</u>
<u>420610108</u>	<u>SPRINGMAN UNIT A CPFA</u> <u>IP</u>	<u>Main CDP</u>
<u>420610109</u>	<u>SPRINGMAN UNIT B CPFA</u> <u>IP</u>	<u>Main CDP</u>
<u>420610110</u>	<u>COCHINA E CPFG</u>	<u>Cochina East CDP(s)</u>
<u>420610111</u>	<u>CATARINA RANCH CPFB</u> <u>LP</u>	<u>Main CDP</u>
<u>420610112</u>	<u>CATARINA WEST CPFB LP</u>	<u>Main CDP</u>
<u>420610113</u>	<u>CATARINA WEST CPFC LP</u>	<u>Main CDP</u>
<u>420610114</u>	<u>CATARINA WEST CPFD LP</u>	<u>Main CDP</u>
<u>420610115</u>	<u>CATARINA RANCH CPFC</u> <u>LP</u>	<u>Main CDP</u>
<u>420610116</u>	<u>RANCHO ENCANTADO</u> <u>CPFC LP</u>	<u>Cochina East CDP(s)</u>
<u>420610117</u>	<u>STUMBERG CPFD LP</u>	<u>Main CDP</u>
<u>420610118</u>	<u>BEINHORN CPFB LP</u>	<u>Main CDP</u>

<u>420610119</u>	<u>FRIDAY CPFA LP</u>	<u>Main CDP</u>
<u>420610120</u>	<u>FRIDAY CPFB LP</u>	<u>Main CDP</u>
<u>420610121</u>	<u>FRIDAY SMITH CPFA LP</u>	<u>Main CDP</u>
<u>420610124</u>	<u>CATARINA RANCH CPFE IP</u>	<u>Main CDP</u>
<u>420610125</u>	<u>CATARINA RANCH CPFE LP</u>	<u>Main CDP</u>
<u>420610126</u>	<u>CATARINA NORTH CPFD LP</u>	<u>Main CDP</u>
<u>420610128</u>	<u>STUMBERG UNIT A CPFA LP</u>	<u>Main CDP</u>
<u>420610129</u>	<u>CATARINA RANCH CPFF LP</u>	<u>Main CDP</u>
<u>420610130</u>	<u>CATARINA RANCH CPFF IP</u>	<u>Main CDP</u>
<u>420610131</u>	<u>DIAMOND H UNIT A CPFA LP</u>	<u>Cochina East CDP(s)</u>
<u>420610134</u>	<u>MAUND RANCH 23 UNIT CPFA</u>	<u>Main CDP</u>
<u>420610135</u>	<u>CATARINA SOUTH CPFC LP</u>	<u>Main CDP</u>
<u>420610136</u>	<u>THON UNIT CPFA LP</u>	<u>Main CDP</u>
<u>420610137</u>	<u>THON UNIT CPFA IP</u>	<u>Main CDP</u>
<u>420610138</u>	<u>STUMBERG UNIT B CPFA LP</u>	<u>Main CDP</u>
<u>420610140</u>	<u>CHIP EAST DELGADO UNIT A CPFA LP</u>	<u>Main CDP</u>
<u>420610141</u>	<u>CHIP EAST DELGADO UNIT A CPFA IP</u>	<u>Main CDP</u>
<u>420610142</u>	<u>CHIP EAST CPFB LP</u>	<u>Main CDP</u>
<u>420610143</u>	<u>CATARINA SOUTH CPFD LP</u>	<u>Main CDP</u>
<u>420610144</u>	<u>DENTONIO STATE 22 UNIT CPFA LP</u>	<u>Main CDP</u>
<u>420610145</u>	<u>CATARINA NORTH CPFT-1 LP</u>	<u>Main CDP</u>
<u>420610146</u>	<u>STANLEY CPFD HP</u>	<u>Stanley Worthey CDP</u>
<u>420610148</u>	<u>CATARINA NORTH CPFT-2 LP</u>	<u>Main CDP</u>
<u>420610149</u>	<u>CATARINA WEST CPFE LP</u>	<u>Main CDP</u>
<u>420610150</u>	<u>CATARINA WEST CPFF LP</u>	<u>Main CDP</u>
<u>420610151</u>	<u>COCHINA WEST CPFE LP</u>	<u>Cochina East CDP(s)</u>
<u>420610152</u>	<u>CATARINA NORTH UNIT A CPFA LP</u>	<u>Main CDP</u>
<u>420610153</u>	<u>STUMBERG CPFE LP</u>	<u>Main CDP</u>
<u>420610154</u>	<u>CHIP EAST CPFA LP</u>	<u>Main CDP</u>
<u>420610155</u>	<u>FOGMT CPFB LP</u>	<u>Main CDP</u>
<u>420610156</u>	<u>ROGERS DENTONIO UNIT 33 CPFA LP</u>	<u>Main CDP</u>
<u>420610157</u>	<u>WORTHEY CPFD LP</u>	<u>Stanley Worthey CDP</u>
<u>420610158</u>	<u>WORTHEY CPFD HP</u>	<u>Stanley Worthey CDP</u>

<u>420610159</u>	<u>ROGERS DENTONIO UNIT</u> <u>32 CPFA LP</u>	<u>Main CDP</u>
<u>420610160</u>	<u>MAUND UNIT 26 CPFA LP</u>	<u>Main CDP</u>
<u>420610161</u>	<u>COCHINA EAST CPFH LP</u>	<u>Cochina East CDP(s)</u>
<u>420610162</u>	<u>CHIP EAST UNIT B CPFA LP</u>	<u>Main CDP</u>
<u>420610163</u>	<u>CHIP EAST UNIT B CPFA IP</u>	<u>Main CDP</u>
<u>420610164</u>	<u>RANCHO ENCANTADO</u> <u>CPFD LP</u>	<u>Cochina East CDP(s)</u>
<u>420610165</u>	<u>RANCHO ENCANTADO</u> <u>CPFD IP</u>	<u>Rancho Encantado CDP</u>
<u>420610166</u>	<u>FRIDAY UNIT A CPFA LP</u>	<u>Main CDP</u>
<u>420610167</u>	<u>FRIDAY UNIT A CPFA IP</u>	<u>Main CDP</u>
<u>420610168</u>	<u>BEINHORN UNIT A CPFA LP</u>	<u>Main CDP</u>
<u>420610169</u>	<u>BEINHORN UNIT A CPFA IP</u>	<u>Main CDP</u>
<u>420610170</u>	<u>COCHINA EAST CPFJ LP</u>	<u>Cochina East CDP(s)</u>
<u>420610171</u>	<u>COCHINA EAST CPFJ LP</u>	<u>Cochina East CDP(s)</u>
<u>420610172</u>	<u>CATARINA SOUTH CPFE LP</u>	<u>Main CDP</u>
<u>420610173</u>	<u>LA BANDERA RANCH UNIT</u> <u>B CPFA LP</u>	<u>Main CDP</u>
<u>420610175</u>	<u>CATARINA NORTH CPFG</u> <u>LP</u>	<u>Main CDP</u>
<u>420610176</u>	<u>CATARINA NORTH CPFG IP</u>	<u>Main CDP</u>
<u>420910053</u>	<u>STANLEY OHF VRU</u>	<u>Stanley Worthey CDP</u>
<u>420910054</u>	<u>WORTHY OHF VRU</u>	<u>Stanley Worthey CDP</u>
<u>420910075</u>	<u>MAV OHF MJB-460 VRU</u>	<u>Main CDP</u>
<u>420910077</u>	<u>MAV OHF NGL TK470 VRU</u>	<u>Main CDP</u>
<u>420910135</u>	<u>COCHINA OHF VRU</u>	<u>Cochina East CDP(s)</u>

**NGL Receipt Point(s)**

<b><u>Name</u></b>	<b><u>Location</u></b>
<u>Bay #1 at Main OHF</u>	<u>Main OHF</u>
<u>Bay #7 at Main OHF</u>	<u>Main OHF</u>

**EXHIBIT C****RECEIPT POINT(S)****OIL RECEIPT POINTS – LACT(S)**

<b>Oil Receipt Point</b>	<b>CDP DESIGNATION</b>
BRISCOE CATARINA RANCH CPFA OIL	MAIN OHF
BRISCOE CATARINA MAIN OHF CPFA OIL	MAIN OHF
BRISCOE COCHINA COCHINA OHF CPFA OIL	COCHINA OHF
BEINHORN RANCH 1H OIL	MAIN OHF
TOVAR 78-1H OIL	MAIN OHF
SAN PEDRO RANCH 4H OIL	MAIN OHF
LA BANDERA RANCH 1H OIL	MAIN OHF
SOUTH SPUR UT A CPFA OIL	MAIN OHF
BEINHORN RANCH CPFA OIL	MAIN OHF
LA BANDERA RANCH CPF-A OIL	MAIN OHF
STANLEY RANCH CPFA OIL	MAIN OHF
SOUTH SPUR STATE CPFA OIL	MAIN OHF
WORTHEY RANCH CPFA OIL	MAIN OHF
ROGERS DENTONIO RANCH CPF-A OIL	MAIN OHF
DIAMOND H RANCH CPFA OIL	COCHINA OHF
BRISCOE CATARINA RANCH CPFB OIL	MAIN OHF
BRISCOE COCHINA MAIN OHF CPFA OIL	COCHINA OHF
BRISCOE CARLA RANCH CPFB OIL	MAIN OHF
BRISCOE COCHINA COCHINA OHF CPFB OIL	COCHINA OHF
BRISCOE CATARINA NORTH CPFA OIL	MAIN OHF
TOVAR MAIN OHF-LLOYD 77 1H OIL	MAIN OHF
DIAMOND H STATE CPFA OIL	COCHINA OHF
BRISCOE CARLA RANCH CPFA OIL	MAIN OHF
STANLEY RANCH CPFB OIL	MAIN OHF
FOGMT 6SH OIL	MAIN OHF
WORTHEY RANCH CPFB OIL	MAIN OHF
CAGE 4RB OIL	MAIN OHF
BRISCOE FRIDAY RANCH CPFA OIL	MAIN OHF
TOVAR MAIN OHF LLOYD 34 UT CPFA OIL	MAIN OHF
TOVAR MAIN OHF-LLOYD 75A 1H OIL	MAIN OHF
BRISCOE FRIDAY RANCH CPFB OIL	MAIN OHF
BRISCOE CHIP COCHINA OHF CPFA OIL	MAIN OHF
STUMBERG RANCH CPFA OIL	MAIN OHF
BRISCOE CATARINA RANCH CPFC OIL	MAIN OHF
BOYD, GG 1H OIL	MAIN OHF
BRISCOE CATARINA MAIN OHF CPFB OIL	MAIN OHF
BRISCOE CATARINA SOUTH CPFA OIL	MAIN OHF

LA BANDERA RANCH CPFB OIL	MAIN OHF
BRISCOE CARLA RANCH CPFD OIL	MAIN OHF
CAGE 5TV OIL	MAIN OHF
CAGE 6TV OIL	MAIN OHF
RANCHO ENCANTADO CPFA OIL	COCHINA OHF
STUMBERG RANCH CPFB OIL	MAIN OHF
CAGE 7TV OIL	MAIN OHF
BRISCOE CHUPADERA RANCH CPFB OIL	MAIN OHF
BRISCOE CATARINA NORTH CPFC OIL	MAIN OHF
STANLEY RANCH CPFC OIL	MAIN OHF
BRISCOE COCHINA COCHINA OHF CPFD OIL	COCHINA OHF
BEINHORN RANCH CPFB OIL	MAIN OHF
CAGE 8TV OIL	MAIN OHF
MAUND RANCH 19 UT CPFA OIL	MAIN OHF
DIAMOND H RANCH CPFB OIL	COCHINA OHF
BRISCOE CHUPADERA RANCH CPFA OIL	MAIN OHF
TOVAR MAIN OHF-LLOYD 79A 1H OIL	MAIN OHF
TOVAR MAIN OHF LLOYD 63 UT CPFA OIL	MAIN OHF
BRISCOE COCHINA MAIN OHF CPFB OIL	COCHINA OHF
BRISCOE CATARINA NORTH CPFB OIL	MAIN OHF
WORTHEY RANCH CPFC OIL	MAIN OHF
BRISCOE CHIP COCHINA OHF CPFB OIL	MAIN OHF
BRISCOE FRIDAY SMITH CPFA OIL	MAIN OHF
BRISCOE CATARINA NORTH CPFD OIL	MAIN OHF
BRISCOE FRIDAY RANCH UT B CPFA OIL	MAIN OHF
STUMBERG RANCH CPFC OIL	MAIN OHF
BEINHORN RANCH CPFC OIL	MAIN OHF
BRISCOE CATARINA NORTH CPFE OIL	MAIN OHF
RANCHO ENCANTADO CPFB OIL	COCHINA OHF
STUMBERG RANCH CPFD OIL	MAIN OHF
ROGERS DENTONIO 16 UT CPFA OIL	MAIN OHF
BRISCOE CATARINA MAIN OHF CPFC OIL	MAIN OHF
BRISCOE CATARINA RANCH CPFD OIL	MAIN OHF
DIAMOND H STATE CPFB OIL	COCHINA OHF
BRISCOE CATARINA SOUTH CPFB OIL	MAIN OHF
SOUTH SPUR RANCH CPFB OIL	MAIN OHF
CAGE 9TV OIL	MAIN OHF
DIAMOND H RANCH 9H OIL	COCHINA OHF
BRISCOE COCHINA COCHINA OHF CPFE OIL	COCHINA OHF
TOVAR WLC A UT CPFA OIL	MAIN OHF
TOVAR MAIN OHF LLOYD 69A UN 1H	MAIN OHF
FOGMT CPFA OIL	MAIN OHF
BRISCOE COCHINA COCHINA OHF CPFF OIL	COCHINA OHF

CHAPARRAL WILDLIFE CPFA OIL	COCHINA OHF
BRISCOE COCHINA MAIN OHF CPFC OIL	COCHINA OHF
BRISCOE CATARINA MAIN OHF CPFD OIL	MAIN OHF
LA BANDERA UT A CPFA OIL	MAIN OHF
DENTONIO WHITE 23 UT CPFA OIL	MAIN OHF
BRISCOE COCHINA MAIN OHF CPFD OIL	COCHINA OHF
BRISCOE FRIDAY RANCH CPFC OIL	MAIN OHF
BRISCOE CARLA RANCH CPFC OIL	MAIN OHF
BRISCOE CHUPADERA RANCH CPFC OIL	MAIN OHF
ROGERS DENTONIO UT A CPFA OIL	MAIN OHF
BRISCOE COCHINA STATE UNIT A 1H OIL	COCHINA OHF
BRISCOE COCHINA STATE UNIT B 1H OIL	COCHINA OHF
FOGMT G 1SP OIL	MAIN OHF
BRISCOE ECKHARDT-SWONKE UT CPFA OIL	MAIN OHF
BRISCOE COCHINA COCHINA OHF CPFG OIL	COCHINA OHF
RANCHO ENCANTADO CPFC OIL	COCHINA OHF
BR SPRINGMAN A CPFA OIL	MAIN OHF
BR SPRINGMAN B CPFA OIL	MAIN OHF
DIAMOND H STATE UT A CPFA OIL	COCHINA OHF
TOVAR WLC B UT CPFA OIL	MAIN OHF
STUMBERG RANCH UT A CPFA OIL	MAIN OHF
BRISCOE CATARINA RANCH CPFE OIL	MAIN OHF
BRISCOE CATARINA SOUTH CPFC OIL	MAIN OHF
BRISCOE CATARINA RANCH CPFF OIL	MAIN OHF
MAUND RANCH 23 UNIT CPFA OIL	MAIN OHF
BRISCOE THON UT CPFA OIL	MAIN OHF
STUMBERG RANCH UT B CPFA OIL	MAIN OHF
BRISCOE CATARINA SOUTH CPFD OIL	MAIN OHF
DENTONIO STATE 22 UT CPFA OIL	MAIN OHF
BRISCOE CATARINA NORTH CPFT-1 OIL	MAIN OHF
LLOYD BRISCOE CPFA OIL	MAIN OHF
STANLEY RANCH CPFD OIL	MAIN OHF
BRISCOE COCHINA OHF DELGADO UT A CPFA OIL	MAIN OHF
BRISCOE CATARINA NORTH CPFT-2-OIL	MAIN OHF
BRISCOE CATARINA MAIN OHF CPFF OIL	MAIN OHF
BRISCOE CATARINA MAIN OHF CPFE OIL	MAIN OHF
BRISCOE COCHINA MAIN OHF CPFE OIL	COCHINA OHF
BRISCOE CATARINA NORTH UN A CPF-A	MAIN OHF
MAUND RANCH UT 26 CPFA OIL	MAIN OHF
FOGMT CPFB OIL	MAIN OHF
ROGERS DENTONIO UT 33 CPFA	MAIN OHF
WORTHEY RANCH CPFD OIL	MAIN OHF

ROGERS DENTONIO UT 32 CPFA OIL	MAIN OHF
STUMBERG RANCH CPFE OIL	MAIN OHF
BRISCOE COCHINA COCHINA OHF CPFH	COCHINA OHF
BRISCOE CHIP COCHINA OHF UT B CPFA OIL	MAIN OHF
RANCHO ENCANTADO CPFD OIL	COCHINA OHF
BEINHORN RANCH UNIT A CPFA OIL	MAIN OHF
FRIDAY RANCH UNIT A CPFA OIL	MAIN OHF
BRISCOE COCHINA E RANCH CPFI OIL	COCHINA OHF
BRISCOE CATARINA SOUTH CPFE OIL	MAIN OHF
LA BANDERA RCH UT B CPFA OIL	MAIN OHF
BRISCOE COCHINA E RANCH CPFJ OIL	COCHINA OHF
BRISCOE CATARINA N CPFG OIL	MAIN OHF
MAUND RANCH 18 UT CPFA OIL	MAIN OHF
FOGMT UNIT A CPFA OIL	MAIN OHF
STUMBERG RANCH UNIT C CPFA OIL	MAIN OHF

**OIL RECEIPT POINTS – TRUCK**

**Receipt Point(s) @ Main OFH, as follows:**

All Maverick Basin OHF Bay(s) receiving truck deliveries.