

PURCHASE AGREEMENT
BY AND BETWEEN
DISCOVERY DJ HOLDCO, LLC
as Seller,
AND
AMHC, LLC
as Buyer
July 3, 2018

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PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this “*Agreement*”), dated as of July 3, 2018 (the “*Execution Date*”), is made and entered into by and between Discovery DJ Holdco, LLC, a Delaware limited liability company (“*Seller*”), and AMHC, LLC, a Delaware limited liability company (“*Buyer*”).

Each of the parties to this Agreement is sometimes referred to individually in this Agreement as a “*Party*” and all of the parties to this Agreement are sometimes collectively referred to in this Agreement as the “*Parties*.”

RECITALS

WHEREAS, Seller owns 100% of the issued and outstanding membership interests of Discovery DJ Services, LLC, a Texas limited liability company (the “*Company*”) (such interests, the “*Acquired Interests*”); and

WHEREAS, subject to the terms and conditions of this Agreement, Seller desires to sell, and Buyer desires to purchase, the Acquired Interests in exchange for payment of the consideration specified in this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the representations, warranties, agreements and covenants contained in this Agreement, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties undertake and agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATIONS

Section 1.1 Definitions. Capitalized terms used in this Agreement but not defined in the body of this Agreement shall have the meanings ascribed to them in Exhibit A. Capitalized terms defined in the body of this Agreement are listed in Exhibit A with reference to the location of the definitions of such terms in the body of this Agreement.

Section 1.2 Interpretations. The rules of construction set forth in this Section 1.2 shall apply to the interpretation of this Agreement. All references in this Agreement to Exhibits, Schedules, Articles, Sections, subsections, and other subdivisions of or to this Agreement refer to the corresponding Exhibits, Schedules, 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 or to 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 of or to this Agreement 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 “including” and “excluding” (in their various forms) are used in this

Agreement, they shall be deemed to be followed by the words “without limiting the foregoing in any respect.” Unless expressly provided to the contrary, if a word or phrase is defined, its other grammatical forms have a corresponding meaning. The words “shall” and “will” have the equal force and effect. 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. Reference herein to any federal, state, local, or foreign Law shall be deemed to also refer to all rules and regulations promulgated thereunder, unless the context requires otherwise, and reference herein to any agreement, instrument, or Law means such agreement, instrument, or Law as from time to time amended, modified, or supplemented, including, in the case of agreements or instruments, by waiver or consent and, in the case of Laws, by succession of comparable successor Laws. If any period of days referred to in this Agreement shall end on a day that is not a Business Day, then the expiration of such period shall automatically be extended until the end of the first succeeding Business Day. References to a Person are also to its permitted successors and permitted assigns.

ARTICLE II PURCHASE AND SALE OF THE ACQUIRED INTERESTS; CLOSING

Section 2.1 Purchase and Sale of the Acquired Interests. Subject to and upon the terms and conditions of this Agreement, at the Closing, Seller shall sell, assign, convey, transfer and deliver the Acquired Interests to Buyer, and Buyer shall purchase and accept from Seller the Acquired Interests, free and clear of all Liens, other than Permitted Equity Encumbrances. The Acquired Interests to be acquired by Buyer at the Closing shall constitute all of the outstanding Equity Securities in the Company.

Section 2.2 Purchase Price. The unadjusted purchase price (the “*Unadjusted Purchase Price*”) for the sale, assignment, conveyance, transfer and delivery of the Acquired Interests to Buyer shall be \$1,173,000,000.00 (one billion one hundred seventy-three million dollars), and shall be adjusted in accordance with Section 2.4 (as adjusted, the “*Adjusted Purchase Price*”) and subject to allocation in accordance with Section 2.5.

Section 2.3 Deposit.

(a) On the Execution Date, contemporaneously with the execution and delivery of this Agreement by the Parties, Buyer, Seller and the Escrow Agent shall enter into the Escrow Agreement, and Buyer shall have deposited an amount equal to \$75,000,000.00 (seventy-five million dollars) (together with any and all interest accrued thereon, the “*Deposit*”) via wire transfer of immediately available funds to the Escrow Agent to be held in accordance with the terms hereof and the Escrow Agreement. In the event of any inconsistency between the terms of this Agreement and those of the Escrow Agreement, with respect to any inconsistency as between Buyer and Seller, the statements in this Agreement shall control.

(b) If Closing occurs, the entirety of the Deposit, less the Holdback Amount, shall be disbursed to Seller.

(c) If for any reason this Agreement is terminated in accordance with Section 9.1, then the Deposit shall be retained or disbursed as provided in Section 9.2.

Section 2.4 Purchase Price Adjustments.

(a) The Unadjusted Purchase Price shall be subject to adjustment as follows:

(i) The Unadjusted Purchase Price shall be decreased by the aggregate amount, if any, distributed by the Company to Seller or its Affiliates between the Effective Time and Closing;

(ii) The Unadjusted Purchase Price shall be decreased by the aggregate amount of the Closing Debt Adjustment Amount;

(iii) The Unadjusted Purchase Price shall be decreased by the Company Transaction Costs;

(iv) The Unadjusted Purchase Price shall be decreased by the amount of the Deposit;

(v) The Unadjusted Purchase Price shall be increased by the aggregate amount, if any, contributed by Seller to the Company between the Effective Time and Closing; and

(vi) The Unadjusted Purchase Price shall be increased by the Effective Time Cash Amount.

(b) Not later than three (3) Business Days prior to the Closing Date, Seller shall prepare and deliver to Buyer a preliminary settlement statement (the “*Estimated Settlement Statement*”) prepared in good faith and setting forth an estimated calculation of the Adjusted Purchase Price after giving effect to all adjustments set forth in Section 2.4(a), which Estimated Settlement Statement shall control for purposes of all payments to be made at Closing. The Effective Time Debt Amount and Effective Time Cash Amount set forth on the Estimated Settlement Statement shall not be different from the applicable amounts set forth in Section 4.7(d) without the written consent of Buyer.

(c) Not later than the 90th day following the Closing Date, Buyer shall prepare and deliver to Seller a statement (the “*Final Settlement Statement*”) setting forth Buyer’s estimate of the final calculation of the Adjusted Purchase Price and showing the calculation of each adjustment under Section 2.4(a). Buyer shall provide to Seller and its Representatives, during normal business hours and with reasonable advance notice, access to all Records of the Company and its Subsidiaries, all documentation and other data, and access to its officers, employees, agents and other personnel as is reasonably necessary to enable Seller to review the Final Settlement Statement and the determinations to be contained therein. At any time during the 30-day period following receipt of the Final Settlement Statement (the “*Review Period*”), Seller may deliver to Buyer one or more written reports or supplements thereto containing any changes that Seller proposes be made to the Final Settlement Statement (such written report, an “*Objection Notice*”). Seller shall be deemed to have waived any rights to object to the Final Settlement Statement unless Seller delivers an Objection Notice to Buyer within the Review Period and, if the Review Period

expires without Seller so delivering an Objection Notice, then the Final Settlement Statement and Adjusted Purchase Price shall become final and binding for all purposes of this Agreement. If Seller delivers an Objection Notice to Buyer during the Review Period, then Buyer and Seller shall undertake to agree on the final Adjusted Purchase Price no later than 30 days after the date on which Seller delivered such Objection Notice to Buyer. In the event that such Parties cannot reach agreement within such period of time, the Parties shall mutually engage and refer the remaining disputed matters to PricewaterhouseCoopers, or if PricewaterhouseCoopers is unable or unwilling to perform its obligations under this Section 2.4(c), such other nationally-recognized independent accounting firm as is mutually agreed on by Seller and Buyer or if Buyer and Seller cannot so agree, then such other nationally-recognized independent accounting firm appointed by the Dallas office of the American Arbitration Association as requested by Buyer or Seller (such firm that agrees to serve hereunder, the “**Accounting Firm**”). Within ten (10) days following the agreement of the Accounting Firm to serve hereunder, Buyer and Seller shall deliver to the Accounting Firm and the Buyer or Seller, as applicable, (i) the Objection Notice and such work papers, invoices and other reports and information relating to the disputed matters as the Accounting Firm may request and (ii) Buyer’s or Seller’s, as applicable, proposed resolution of the disputed matters and any materials it wishes to present to justify the resolution it so presents (the foregoing items (i) and (ii) together forming Buyer’s or Seller’s, as applicable, “**Submission**”). Buyer and Seller shall be afforded the opportunity to discuss the disputed matters and both Submissions with the Accounting Firm, but the Accounting Firm shall not conduct a formal evidentiary hearing. The Accounting Firm shall act as an arbitrator for the limited purpose of determining the specific disputed matters submitted by either Seller or Buyer in their respective Submissions to the Accounting Firm, and whether and to what extent, if any, the Adjusted Purchase Price requires adjustment as a result of the resolution of those disputed matters; *provided, however*, that if any of the disputed matters relate to the interpretation of the Parties’ legal rights or obligations under this Agreement or the Transaction Documents, including any rights to indemnification under Article X, rather than financial or accounting matters pertinent to the calculation of the Adjusted Purchase Price, such disputed matter shall instead be resolved in the manner set forth in Section 11.2 (with any dispute as to whether a disputed matter is legal or financial, or accounting-related in nature to be resolved solely by the Accounting Firm in its capacity as an arbitrator). The Accounting Firm may not award interest, damages or penalties. The Accounting Firm’s determination shall be made within 30 days after receipt of the Submissions and shall be final and binding on Buyer and Seller, without right of appeal, and shall constitute an arbitral award upon which a judgment may be entered in any court having jurisdiction thereof. In determining the proper amount of the Adjusted Purchase Price, the Accounting Firm shall not increase the Adjusted Purchase Price more than the increase proposed by Buyer or Seller nor decrease the Adjusted Purchase Price more than the decrease proposed by Buyer or Seller, as set forth in their respective Submissions, as applicable. The costs and expenses of the Accounting Firm in connection with resolving such disputed matters will be borne by Buyer and Seller in such proportion as is appropriate to reflect the relative benefits received by Seller and Buyer from the resolution of such dispute. For instance, if Seller challenges the calculation of the Adjusted Purchase Price in the Final Settlement Statement by an amount of \$100,000, but the Accounting Firm determines that Seller has a valid claim for only \$40,000, Buyer shall bear 40% of the fees and expenses of the Accounting Firm and Seller shall bear the other 60% of such fees and expenses.

(d) Within ten (10) days after the earlier of (i) the expiration of the Review Period without delivery of any Objection Notice or (ii) the date on which Seller and Buyer, or the

Accounting Firm, as applicable, finally determine the actual Adjusted Purchase Price, Seller or Buyer, as applicable, shall make or cause to be made, a true-up payment to the other (in accordance with the following sentence in this Section 2.4(d), so that, after giving effect to such payment, Seller and Buyer are in the same position they would have been in had payments at the Closing been based on the finally determined Adjusted Purchase Price (without any interest on such true-up payment)). The payment required by the preceding sentence shall be made by wire transfer in immediately available funds.

(e) If the Buyer does not deliver the Final Settlement Statement within 90 days after the Closing Date, the Seller may prepare and deliver the Final Settlement Statement to the Buyer within 30 days following such 90th day, and, in such case, the Buyer shall have the Seller's objection rights under Section 2.4(c).

Section 2.5 Allocation of Purchase Price. The final Adjusted Purchase Price (and applicable liabilities) shall be allocated among the Assets for U.S. federal and applicable state and local income Tax purposes in a manner consistent with Section 1060 of the Code and the Treasury Regulations promulgated thereunder. Within ninety (90) days of determination of the final Adjusted Purchase Price, the Buyer shall deliver to the Seller a schedule allocating the final Adjusted Purchase Price (and the applicable liabilities) among the Assets (the "Tax Allocation"). The Seller shall provide the Buyer with reasonable access to the books and records of the Seller pertaining to the Assets as required to prepare the Tax Allocation. The Buyer and Seller shall file all applicable Tax Returns, including IRS Form 8594, in a manner consistent with the Tax Allocation and neither the Buyer nor the Seller shall take any position inconsistent with such allocation on any Tax Return, audit, examination, investigation or similar proceeding, unless required to do so by Law or a final determination as defined in Section 1313 of the Code. Notwithstanding the preceding sentence, if the Seller objects in writing to the Tax Allocation within 30 days of receiving such Tax Allocation, the Seller and the Buyer shall cooperate in good faith to resolve their differences; *provided*, that if, after 30 days from the date that the Seller provided its written objections, the Seller and the Buyer are unable to resolve their differences and mutually agree on the appropriate allocation each Party shall be permitted to take an independent position with respect to the purchase price allocation on its applicable Tax Returns (including IRS Form 8594) or in connection with any audit, examination, investigation or similar proceeding related thereto.

Section 2.6 Withholding. Buyer shall be entitled to deduct and withhold any amounts from the consideration or other amounts payable to Seller pursuant to this Agreement that are required to be withheld by applicable Law. To the extent that such amounts are so withheld and paid over to the proper Taxing Authority by Buyer, such withheld and deducted amounts will be treated for all purposes of this Agreement as having been paid to Seller.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

Subject to the exceptions and matters set forth on the Seller Disclosure Schedule, Seller hereby represents and warrants to Buyer as of the Execution Date and as of the Closing Date as follows:

Section 3.1 Organization; Qualification. Seller is a limited liability company duly formed, validly existing and in good standing under the Laws of the State of Delaware and has all requisite organizational power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted, and is duly qualified, registered or licensed to do business as a foreign entity and is in good standing in each jurisdiction in which the properties, rights and assets owned, leased or operated by it or the nature of its business makes such qualification necessary, except where the failure to be so duly qualified, registered or licensed and in good standing would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents or to materially impair its ability to perform its obligations under the Transaction Documents to which it is, or will be, a party.

Section 3.2 Authority; Enforceability.

(a) Seller has the requisite power and authority to execute and deliver the Transaction Documents to which it is, or will be, a party, and to consummate the transactions contemplated thereby. The execution, delivery and performance by Seller of the Transaction Documents to which it is, or will be, a party, and the consummation by it of the transactions contemplated thereby, have been duly and validly authorized by Seller, and no other limited liability company proceedings on the part of Seller are necessary to authorize the Transaction Documents to which it is, or will be, a party or to consummate the transactions contemplated by the Transaction Documents.

(b) The Transaction Documents to which Seller is, or will be, a party have been (or will be, when executed and delivered at the Closing) duly executed and delivered by Seller, and, assuming the due authorization, execution and delivery by the other parties thereto, each Transaction Document to which Seller is, or will be, a party constitutes (or will constitute, when executed and delivered at the Closing) the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws relating to or affecting creditors' rights generally and subject, as to enforceability, to legal principles of general applicability governing the availability of equitable remedies, including principles of good faith and fair dealing (regardless of whether such enforceability is considered in a proceeding in equity or at law) (collectively, "*Creditors' Rights*").

Section 3.3 Non-Contravention. Except as set forth on Schedule 3.3 of the Seller Disclosure Schedule, the execution, delivery and performance of the Transaction Documents to which Seller is, or will be, a party by Seller and the consummation by Seller of the transactions contemplated by the Transaction Documents does not and will not: (a) require any consent under, conflict with, violate or result in any breach of or default under any provision of the Organizational

Documents of Seller; (b) except for Consents set forth on Schedule 3.4 of the Seller Disclosure Schedule, conflict with, violate or breach the terms of, constitute a default (or an event that with notice or passage of time or both would give rise to a default) under, or give rise to any preferential purchase right or any right of termination, cancellation, amendment or acceleration or to the loss of a material benefit (with or without the giving of notice, or the passage of time or both) under, or otherwise result in a material detriment to Seller under, any of the terms, conditions or provisions of any Contract to which Seller is a party or by which any property, right or asset of Seller is bound or affected; or (c) except for any Consents set forth on Schedule 3.4 of the Seller Disclosure Schedule, violate any Law to which Seller is subject or by which any of Seller's properties, rights or assets is bound, except, in the cases of clauses (b) and (c), for such defaults or rights of termination, cancellation, amendment, or acceleration or violations as would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents or to materially impair Seller's ability to perform its obligations under the Transaction Documents to which it is, or will be, a party.

Section 3.4 Approvals. Except for the Consents set forth on Schedule 3.4 of the Seller Disclosure Schedule, no declaration, filing or registration with, or notice to, or authorization, consent, waiver or approval of, any Governmental Authority or third party (collectively, "*Consents*") is necessary for the consummation by Seller of the transactions contemplated by the Transaction Documents to which it is a party, other than filings and expirations or terminations of the applicable waiting periods under the HSR Act and such other declarations, filings, registrations, notices, authorizations, consents or approvals which if not obtained or made, would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents or to materially impair Seller's ability to perform its obligations under the Transaction Documents to which it is, or will be, a party.

Section 3.5 Legal Proceedings. There are no Proceedings pending or, to the Knowledge of Seller, threatened against Seller that would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents or to materially impair Seller's ability to perform its obligations under the Transaction Documents to which it is, or will be, a party.

Section 3.6 Ownership of Acquired Interests.

(a) Seller has good and valid record and beneficial title to the Acquired Interests free and clear of all Liens, other than (i) any transfer restrictions imposed by federal and state securities laws, (ii) any transfer restrictions contained in the Organizational Documents of the Company existing as of the Execution Date (clauses (i) and (ii) collectively, the "*Permitted Equity Encumbrances*"), and (iii) those Liens under the Credit Agreement that will be released in full at Closing. The Acquired Interests constitute all of the Equity Securities of the Company and, upon the Closing, the Buyer will acquire from the Seller good and valid title to all of the Acquired Interests, free and clear of all Liens, other than Permitted Equity Encumbrances.

(b) Seller is not a party to any options, warrants, calls, rights, phantom equity, profits interests, purchase rights, or other agreements, arrangements or commitments that could require Seller or, after the Closing, the Buyer, to grant, deliver, transfer, sell or otherwise dispose of, or

cause to be granted, delivered, transferred, sold or otherwise disposed of, the Acquired Interests, by sale, lease, license or otherwise, other than this Agreement.

(c) There are no voting trusts, proxies or other agreements or understandings to which Seller is bound with respect to the voting of the Acquired Interests.

Section 3.7 Brokers' Fee. No broker, investment banker, financial advisor or other Person is entitled to, and neither Seller nor its Affiliates has incurred any liability (contingent or otherwise) for, any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon agreements, arrangements or understandings made by or on behalf of Seller or any of its Affiliates for which Buyer, Company or any of its Subsidiaries shall have any responsibility.

Section 3.8 Bankruptcy. There are no bankruptcy, insolvency, reorganization or receivership proceedings pending against, being contemplated by, or, to the Knowledge of Seller, threatened against Seller, and Seller is Solvent.

Section 3.9 Withholding. Seller is not a "foreign person" as defined in Section 1445 of the Code.

Section 3.10 Credit Support. Schedule 3.10 of the Seller Disclosure Schedule sets forth all guarantees, letters of credit, treasury securities, surety bonds and other forms of credit support provided by Seller or any Affiliate of Seller (other than the Company and its Subsidiaries) in support of any Debt or other liabilities of the Company or any of its Subsidiaries, or provided by the Company or any of its Subsidiaries in support of any Debt or other liabilities of Seller or any Affiliate of Seller (other than the Company and its Subsidiaries).

Section 3.11 No Reliance. In making the decision to enter into this Agreement and consummate the transactions contemplated hereby, Seller has relied solely upon the representations and warranties of Buyer set forth in Article V and the other express terms and conditions of this Agreement and the other Transaction Documents. Except for the representations and warranties contained in Article V or in the Transaction Documents, neither Buyer nor any of its Affiliates or any of their respective stockholders, trustees, members, partners, fiduciaries or representatives, or any other Person has made or is making, and Seller has not relied upon, any other representation or warranty of any kind or nature whatsoever, oral or written, express or implied, with respect to Buyer, its Affiliates, this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby. Except for the representations and warranties contained in Article V or in the Transaction Documents, Seller disclaims, on behalf of itself and its Affiliates, any other representations or warranties of Buyer, whether made by Buyer or any of its Affiliates or their respective stockholders, trustees, members, partners, fiduciaries or representatives or any other Person, with respect to Buyer, this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby or any reliance thereon.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES REGARDING THE COMPANY

Subject to the exceptions and matters set forth on the Seller Disclosure Schedule, Seller hereby represents and warrants to Buyer as of the Execution Date and as of the Closing Date as follows:

Section 4.1 Organization; Qualification. The Company is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Texas. Each Subsidiary of the Company is a limited liability company duly formed, validly existing and in good standing under the laws the jurisdiction of such Subsidiary's formation. The Company and each of its Subsidiaries has all requisite organizational power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted, and is duly qualified, registered or licensed to do business as a foreign entity and is in good standing in each jurisdiction in which the properties, rights and assets owned, leased or operated by it or the nature of its business makes such qualification necessary, except where the failure to be so duly qualified, registered or licensed and in good standing would not reasonably be expected be material to the Company and its Subsidiaries, taken as a whole. Seller has made available to Buyer true and complete copies of the Organizational Documents of the Company and its Subsidiaries.

Section 4.2 Non-Contravention. Except as set forth on Schedule 4.2 of the Seller Disclosure Schedule, the execution, delivery and performance of the Transaction Documents by Seller and the Company, and the consummation of the transactions contemplated by the Transaction Documents, does not and will not: (a) require any consent under, conflict with, violate or result in any breach of or default under any provision of the Organizational Documents of the Company or any of its Subsidiaries; (b) except for any Consents set forth on Schedule 4.3 of the Seller Disclosure Schedule, conflict with, violate or breach the terms of, constitute a default (or an event that with notice or passage of time or both would give rise to a default) under, or give rise to any preferential purchase right or any right of termination, cancellation, amendment or acceleration or to the loss of a material benefit (with or without the giving of notice, or the passage of time or both) under, or otherwise result in a material detriment to the Company or any of its Subsidiaries under, any of the terms, conditions or provisions of any Contract or Permit to which the Company or any of its Subsidiaries is a party or by which any property, right or asset of the Company or any of its Subsidiaries is bound or affected; (c) except for any Consents set forth on Schedule 4.3 of the Seller Disclosure Schedule, violate any Law to which the Company or any of its Subsidiaries is subject or by which any of the Company's or any of its Subsidiaries' properties, rights or assets is bound; or (d) constitute (with or without the giving of notice or the passage of time or both) an event which would result in the creation of any Lien (other than Permitted Liens) on any asset of the Company or any of its Subsidiaries; except, in the cases of clauses (b), (c) and (d), for such defaults or rights of termination, cancellation, amendment, or acceleration, violations or Liens, as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

Section 4.3 Approvals. Except as set forth on Schedule 4.3 of the Seller Disclosure Schedule, no Consent applicable to the Company or its Subsidiaries is necessary for the continuing validity and effectiveness immediately following the Closing (disregarding any actions taken by Buyer with respect thereto after the Closing) of any Contract or Permit of the Company or its

Subsidiaries and for the consummation by the Company of the transactions contemplated by the Transaction Documents, other than filings and expirations or terminations of the applicable waiting periods under the HSR Act.

Section 4.4 Capitalization.

(a) The Acquired Interests constitute all of the Equity Securities in the Company.

(b) The Acquired Interests and the Equity Securities of the Subsidiaries of the Company have been duly authorized and validly issued, are fully paid and nonassessable, and were not issued in violation of any preemptive rights or other preferential rights of subscription or purchase of any Person. None of the Acquired Interests or the Equity Securities of the Subsidiaries of the Company are subject to any voting trust, member or partnership agreement or voting agreement or other agreement, right, instrument or understanding with respect to any purchase, sale, issuance, transfer, repurchase, redemption or voting of any Equity Securities, other than as set forth in the Organizational Documents of the Company or any of its Subsidiaries.

(c) The Company and its Subsidiaries have not granted to any Person any agreement or option, or any right or privilege capable of becoming an agreement or option, for the purchase, subscription, allotment or issue of any unissued interests, units or other securities (including Equity Securities, convertible securities, warrants or convertible obligations of any nature) of the Company or any of its Subsidiaries, other than as set forth in the Organizational Documents of the Company and its Subsidiaries. There are no outstanding contractual obligations of any of the Company or its Subsidiaries to repurchase, redeem or otherwise acquire any Equity Security in the Company or any of its Subsidiaries, other than as set forth in the Organizational Documents of the Company and its Subsidiaries.

(d) Schedule 4.4(d) of the Seller Disclosure Schedule sets forth each Subsidiary of the Company and, with respect to each such Subsidiary, (i) its name and jurisdiction of incorporation or formation, as applicable, (ii) the issued and outstanding Equity Interests (as applicable), the names of the holders thereof, and the Equity Interests held by each such holder. The Company, directly or indirectly, owns 100% of the Equity Securities in all Persons set forth on Schedule 4.4(d) of the Seller Disclosure Schedule, free and clear of all Liens (other than Permitted Equity Encumbrances and Liens under the Credit Agreement) and such Equity Securities constitute all of the Equity Securities in such Persons and such Equity Securities have been duly authorized and validly issued, and are fully paid and nonassessable. Neither the Company nor any of its Subsidiaries, directly or indirectly, owns or has any right to acquire, directly or indirectly, any Equity Securities in any Person other than as set forth on Schedule 4.4(d) of the Seller Disclosure Schedule. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, preemptive rights, appreciation rights, calls, conversion rights, exchange rights or other contracts or commitments that could require the Company or any Subsidiary of the Company to issue, sell or otherwise cause to become outstanding any of its Equity Securities (or any securities convertible into or exchangeable for any Equity Securities). There are no outstanding or authorized stock appreciation, phantom stock, profit participation or similar rights with respect to the Company or any Subsidiary of the Company.

Section 4.5 Compliance with Law. Except as set forth on Schedule 4.5 of the Seller Disclosure Schedule, (a) the Company and its Subsidiaries are, and since their respective dates of formation have been, in compliance in all material respects with all Laws applicable to such Person and the use, ownership and operation of the Assets and the Business, and (b) neither Seller nor the Company nor any of its Subsidiaries has received notice from any Governmental Authority that it is not in compliance with any applicable Law in relation to such Person or the use, ownership and operation of the Assets or the Business. To the Knowledge of Seller, neither the Company nor its Subsidiaries is under investigation with respect to the violation of any Laws related to the Company, its Subsidiaries, the Assets or the Business.

Section 4.6 Title to Properties and Assets.

(a) Except as set forth on Schedule 4.6(a) of the Seller Disclosure Schedule, the Assets constitute all of the assets, materials, structures, buildings, fixtures, improvements, equipment, properties and rights, tangible or intangible, real or personal, that are used or necessary for use in connection with the operations of the Business and the System as the same are currently conducted and consistent with past practice. Seller and its Affiliates (other than the Company and its Subsidiaries) hold no assets other than, and have had no operations other than with respect to, their direct or indirect equity interests in the Company and its Subsidiaries. The Assets do not now, or will in the immediate future, require any material maintenance or repair services in order to be put into a condition that would permit their present and immediate future operations in accordance with standard industry practice in areas in which they are operated or used. The Company and its Subsidiaries have owned, constructed, maintained and operated the Assets in a good and workmanlike manner in accordance with customary practices in the oil and gas industry in the usual and ordinary course of business consistent with past practice and in compliance with the terms and conditions of the Contracts of the Company and its Subsidiaries.

(b) Schedule 4.6(b) of the Seller Disclosure Schedule sets forth a true and complete list of all Real Property (other than the Easements). The Company or one of its Subsidiaries owns and has and immediately following the Closing (disregarding any actions taken by Buyer with respect thereto after the Closing) will have good and indefeasible title to all Owned Real Property and has valid leasehold interests in all Leased Real Property free and clear of all Liens (except in all cases for Permitted Liens). The Seller has made available to the Buyer true, complete and correct copies of the deeds, leases, assignments, and other instruments (as recorded) by which the Company or one of its Subsidiaries acquired any interest in Real Property (other than the Easements) owned, or held by Contract, by the Company or one of its Subsidiaries as of the Effective Time, and true, complete and correct copies of all title insurance policies, opinions, abstracts, and surveys in the possession of Seller or any of its Affiliates (including the Company and its Subsidiaries) relating to such interests in such Real Property as of the Effective Time. (i) All Real Property Leases are valid and effective against the Company or such Subsidiary and, to the Knowledge of Seller, the counterparties thereto, in accordance with their respective terms and (ii) there is not, under any Real Property Lease, any existing default by the Company or such Subsidiary or, to the Knowledge of Seller, the counterparties thereto, or, to the Knowledge of Seller, any event which, with notice or lapse of time or both, would become a default by the Company or such Subsidiary, or, to the Knowledge of Seller, the counterparties thereto.

(c) Each of the Company and its Subsidiaries has, and immediately following the Closing (disregarding any actions taken by Buyer with respect thereto after the Closing) will have in all material respects, good and valid title to, or a valid interest (leasehold or otherwise) in, or other right to use, all of the assets, materials, structures, buildings, fixtures, improvements, equipment, properties and rights, tangible or intangible, that are part of the System or that are used or necessary for use in connection with the operations of the Business and the System as the same are currently conducted and consistent with past practice and not otherwise covered as Real Property, in each case free and clear of all Liens other than Permitted Liens.

(d) Schedule 4.6(d)(i) of the Seller Disclosure Schedule sets forth a true and complete list of the Easements as of the Execution Date. Each of the Company and its Subsidiaries has, and immediately following the Closing (disregarding any actions taken by Buyer with respect thereto after the Closing) will have good and indefeasible title to all of the Easements, free and clear of all Liens other than Permitted Liens, and has held all of the Easements and conducted its portion of the Business in a manner that does not violate the terms of any such Easement. Except as set forth on Schedule 4.6(d)(ii) of the Seller Disclosure Schedule, the Easements constitute all easements, rights-of-way, permits, servitudes, licenses, surface use agreements, surface leases and other leasehold estates, or other agreements to use the surface associated with the System and similar rights related to real property that are necessary for the Company and its Subsidiaries to operate the System as operated on the Execution Date. True and correct copies of all such Easements (as recorded) have been made available to Buyer. There are no gaps in coverage of the System in the Easements held by the Company or its Subsidiaries as operated on the Execution Date. None of Seller, nor the Company and its Subsidiaries, nor any of their respective Affiliates has received any written notice of any claim asserting the existence of a title defect in connection with any Easement held by the Company or its Subsidiaries and, all Easements are valid and enforceable subject to Creditors' Rights.

(e) There are no pending or, to the Knowledge of Seller, threatened assessments against the Real Property for public improvements and there is no pending or, to the Knowledge of Seller, threatened condemnation of any real property right associated with the Real Property by any Governmental Authority or other Person that may have the power of eminent domain that would materially interfere with the conduct of the Business as currently conducted or the operation of the System as currently operated.

(f) The tangible property constituting part of the System is in good working order and condition, ordinary wear and tear excepted, and taking into account its age and history of use.

Section 4.7 Financial Statements.

(a) Seller has made available to Buyer (i) the audited consolidated balance sheet of the Company and its Subsidiaries as of and for the two years ended December 31, 2016 and December 31, 2017, and the related consolidated statements of operations, changes in members' equity and cash flows for (A) the period from inception (April 7, 2016) through December 31, 2016, (B) the period from January 1, 2017 through July 24, 2017 (predecessor) and (C) the period from July 25, 2017 through December 31, 2017 (successor period) (collectively, the "*Annual Financial Statements*"), and (ii) an unaudited consolidated balance sheet of the Company and its Subsidiaries and the related unaudited consolidated statements of operations and cash flows as of the five (5)

month period ended May 31, 2018 (the “*Interim Financial Statements*” and, collectively with the Annual Financial Statements, the “*Financial Statements*”).

(b) Except as set forth on Schedule 4.7(b) of the Seller Disclosure Schedule, the Financial Statements and notes thereto (i) have been prepared from the books and records of the Company and its Subsidiaries, in accordance with GAAP applied on a consistent basis through the periods covered thereby, and (ii) present fairly, in all material respects, the consolidated financial position and operating results, equity and cash flows of the Company and its Subsidiaries as of, and for the periods ended on, the respective dates thereof, subject in each case, however, with respect to the Interim Financial Statements only, to normal year-end adjustments and accruals, none of which are material, individually or in the aggregate, and the absence of notes and other textual disclosures required by GAAP, which if presented would not differ materially from those included in the Annual Financial Statements.

(c) Except as set forth on Schedule 4.7(c) of the Seller Disclosure Schedule, neither the Company nor its Subsidiaries have any liability, whether accrued, contingent, absolute or otherwise, except for (i) liabilities set forth in the Interim Financial Statements dated as of the Balance Sheet Date; (ii) current liabilities that have been incurred since the Balance Sheet Date in the ordinary course of business consistent with past practice; and (iii) liabilities which individually or in the aggregate would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

(d) Other than as set forth on Schedule 4.7(d) of the Seller Disclosure Schedule or as approved by Buyer pursuant to Section 6.1, the Company and its Subsidiaries do not have any Debt outstanding other than pursuant to the Credit Agreement. The Effective Time Debt Amount was \$197,000,000.00 and as of June 28, 2018 the Company’s Debt balance is \$236,000,000.00. The Effective Time Cash Amount was \$16,693,039.00 and as of June 28, 2018 the Company’s cash balance is \$28,253,219.00.

Section 4.8 Absence of Certain Changes. Except as set forth on Schedule 4.8 of the Seller Disclosure Schedule, from the Balance Sheet Date through the Execution Date, (a) the business of the Company and its Subsidiaries has been conducted in the ordinary course and in a manner consistent with past practices, except where the failure to so conduct such business would be material to the Company and its Subsidiaries, taken as a whole, (b) there has not been any event, occurrence or development which has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and (c) there has been no damage, destruction or loss to the Assets or the Business that, in either case, would individually or in the aggregate, adversely affect in any material respect the ownership of the Company and its Subsidiaries or the ownership, operation or use of the Assets or the Business. Since the Balance Sheet Date, the Company has not taken any action that would have been prohibited by Section 6.1 if the terms of Section 6.1 had been in effect at such time.

Section 4.9 Environmental Matters. Except as to matters set forth on Schedule 4.9 of the Seller Disclosure Schedule and except as to matters that would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole:

(a) The Company and its Subsidiaries are in compliance with all, and have not violated any, applicable Environmental Laws;

(b) The Company and its Subsidiaries possess all Permits required under Environmental Laws for their operations as currently conducted and are compliance with the terms of such Permits;

(c) The Company, its Subsidiaries and their properties and operations are not subject to any pending or, to the Knowledge of Seller, threatened Proceeding arising under or relating to any Environmental Law, nor has the Company or any of its Subsidiaries received any written notice, order or complaint from any Governmental Authority or other Person alleging a violation of or liability arising under any Environmental Law, including, without limitation, those related to allegations of economic loss, personal injury, illness or damage to real or personal property or the environment; and

(d) There has been no Release or threatened Release of Hazardous Substances on, at, under, to, or from any of the properties of the Company or its Subsidiaries, or from or in connection with the Company's or its Subsidiaries' operations in a manner that would reasonably be expected to give rise to any liability pursuant to any Environmental Law.

Section 4.10 Material Contracts.

(a) Except as set forth on Schedule 4.10 of the Seller Disclosure Schedule, as of the Execution Date, neither the Company nor any of its Subsidiaries is a party to or bound by, nor are any of the Assets bound by, any Contracts that are:

(i) Material Gathering Contracts;

(ii) Material Sales Contracts;

(iii) Contracts evidencing Debt;

(iv) Contracts involving obligations of, or payments to or from, the Company or any of its Subsidiaries, individually or in the aggregate, in a twelve-month period in excess of \$500,000 that cannot be terminated by the Company or its Subsidiaries upon 30 days or less notice without payment of a material penalty or other material liability;

(v) Contracts (A) that grant to any Person a right to purchase (including rights of first refusal, options or similar rights) any material assets of the Company, (B) that provides for the disposition of assets outside the ordinary course of business or any capital stock of any business enterprise by the Company or any of its Subsidiaries; or (C) for any completed acquisition or divestiture for which executory obligations of the Company or its Subsidiaries remain;

(vi) Contracts that materially limit or purport to limit its ability to compete in any line of business or with any Person in any geographic area;

(vii) Contracts that (A) grants a third party preferential treatment with regard to price or includes any “most favored nation”, “most favored status”, rights of first refusal or first negotiation, option or exclusivity provisions, or (B) impose any minimum purchase or supply obligations on the Company or any of its Subsidiaries (or similar terms);

(viii) joint venture, limited liability company and partnership (including limited partnership) Contracts;

(ix) Contracts with any of the Responsible Officers or other employees of the Company or any of its Subsidiaries other than Seller Benefit Plans or at-will Contracts which may be terminated without advance notice by the applicable Company or Subsidiary without liability;

(x) Contracts with the Seller or any Affiliate of the Seller;

(xi) Other than Organizational Documents, Contracts relating to the ownership by the Seller of the Acquired Interests;

(xii) Contracts with any financial advisor or consultant to the Company or its Subsidiaries under which there are remaining indemnity or other obligations of any party thereto after the Closing;

(xiii) Contracts or other agreement for the acquisition or disposition of all or any of the Assets (other than the Material Sales Contracts and Material Gathering Contracts) that contain material obligations of the Company or any of its Subsidiaries following the Execution Date;

(xiv) a lease for capital equipment that provides for ongoing payments by the Company or any of its Subsidiaries in excess of \$500,000 in a twelve-month period;

(xv) Contracts for which the principal purpose is to provide indemnification;

(xvi) Contracts with a “change of control” or similar provision, other than with regard to Contracts that are Seller Benefit Plans or Company Benefit Plans;

(xvii) Contracts that provide for futures, hedges, swaps, sales, exchanges, purchases, collars, puts, calls, floors, caps, options or other Contract that are intended to benefit from or reduce or eliminate the risk of fluctuations in interest rates, exchange rates and/or the price of commodities;

(xviii) Contracts by which the Company or any of its Subsidiaries will be obligated by virtue of a prepayment or take or pay arrangement, production payment or other arrangement to sell, gather, transport or deliver hydrocarbons in the future without being entitled to receive full payment therefor, other than with respect to or in connection with any ordinary course gas pipeline or other similar gas imbalance;

(xix) Contracts constituting a pipeline interconnect or facility operating agreement with respect to all or any part of the Assets;

(xx) Contracts that expressly grant a Lien (other than a Permitted Lien) on any of the Assets or that will not be discharged at or prior to Closing;

(xxi) material Contracts (other than Permits) with any Governmental Authority;
or

(xxii) Contracts related to any settlement or stipulation of any Proceeding against the Company or any of its Subsidiaries.

(b) Each Contract set forth on, or which is required to be set forth on, Schedule 4.10 of the Seller Disclosure Schedule and each Contract entered into after the date hereof that would have been required to be included on Schedule 4.10 of the Seller Disclosure Schedule if such Contract was in effect on the date hereof (collectively, the “**Material Contracts**”) is a valid and binding obligation of the Company or its applicable Subsidiary, and is in full force and effect and enforceable in accordance with its terms against the Company or such Subsidiary and, to the Knowledge of Seller, the other parties thereto, except, in each case, as enforcement may be limited by Creditors’ Rights. Seller has made available to Buyer a true, correct and complete copy of each Material Contract as of the Execution Date, including all amendments thereto or notices relating thereto.

(c) Neither the Company nor its Subsidiaries, nor, to the Knowledge of Seller, any other party to any Material Contract is in default or breach in any material respect under the terms of any Material Contract and no event has occurred, and no condition exists, that with the giving of notice or the passage of time or both would constitute or reasonably be expected to cause a breach or default in any material respect by the Company or any of its Subsidiaries or, to the Knowledge of Seller, any other party to such Material Contract, or would give any other party to such Material Contract a right to terminate or modify the terms of such Material Contract. Neither the Company nor its Subsidiaries has received from any other party to a Material Contract any notice of any material breach or violation by the Company or its Subsidiaries or termination or intent to terminate such Material Contract, and neither the Company nor its Subsidiaries has sent any such notice to any other party to a Material Contract. There are (i) no audits that have been commenced by any party to any Material Contract which have not been concluded and (ii) no material outstanding claims or unresolved disputes under any audits commenced by a party to a Material Contract.

(d) As of the Execution Date, to the Knowledge of Seller, Extraction Oil & Gas, Inc. has not received a materially better NGL purchase proposal than the terms contained in the agreements set forth in items 10 and 11 of Schedule 4.10(a)(iii).

Section 4.11 Legal Proceedings. Except as set forth on Schedule 4.11 of the Seller Disclosure Schedule, (a) there are no Proceedings pending or, to the Knowledge of Seller, threatened against the Company, any of its Subsidiaries, any of the Assets or any of the Acquired Interests, and (b) none of Seller, the Company or its Subsidiaries or any of the Assets are subject to any outstanding order (other than routine regulatory orders) or any executory compliance or settlement agreement, conciliation agreement, memorandum of understanding or letter of commitment with a third party.

Section 4.12 Permits. Except as set forth on Schedule 4.12, the Company and its Subsidiaries have all Permits that are necessary to use, own and operate the Assets in the manner such Assets are currently used, owned and operated by the Company or its Subsidiaries (the “**Required Permits**”), a complete and accurate list of which as of the Execution Date is set forth on Schedule 4.12 of the Seller Disclosure Schedule. Each of the Company and its Subsidiaries is in compliance with such Required Permits in all material respects. Such Required Permits, to the Knowledge of Seller, (i) are in full force and effect, and (ii) are not subject to any suspension, revocation, modification or cancellation. There is no Proceeding pending or, to the Knowledge of Seller, threatened regarding suspension, revocation, modification or cancellation of any Permits.

Section 4.13 Taxes. Except as set forth on Schedule 4.13 of the Seller Disclosure Schedule:

(a) all material Tax Returns that are required to have been filed by the Company or any of its Subsidiaries have been timely filed (taking into account all extensions of due dates) and all such Tax Returns are correct and complete in all material respects;

(b) all material Taxes required to have been paid by the Company or any of its Subsidiaries have been paid in full whether or not shown as due on a Tax Return, and all material Taxes of the Company and its Subsidiaries, if not yet due or owing, have been adequately accrued and reserved in accordance with GAAP;

(c) no claim has ever been made by a Taxing Authority in a jurisdiction where the Company or any of its Subsidiaries do not file Tax Returns or pay a Tax directly that the Company or its Subsidiaries are or may be subject to taxation by, or required to file Tax Returns in, that jurisdiction;

(d) all withholding Tax requirements imposed on the Company or its Subsidiaries have been satisfied in full in all material respects, except for amounts that are being contested in good faith;

(e) there is not in force any waiver or agreement for any extension of time for the assessment or collection of any material Tax of the Company or its Subsidiaries;

(f) no material Tax audits or administrative or judicial proceedings are being conducted, pending or, to the Knowledge of Seller, threatened with respect to the Company or any of its Subsidiaries. There are no Proceedings or notices of deficiency pending or threatened in writing against the Company or any of its Subsidiaries in connection with any unpaid Tax and no assessment, deficiency or adjustment of Tax has been asserted or proposed in writing with respect to or against the Company, any of its Subsidiaries or any of their assets or properties;

(g) neither the Company nor any of its Subsidiaries have participated in or have any liability or obligation with respect to any “listed transaction” within the meaning of Treasury Regulations Section 1.6011-4;

(h) there are no Liens (other than Permitted Liens) on any of the Assets that arose in connection with any failure (or alleged failure) to pay any material Tax;

(i) neither the Company nor any of its Subsidiaries are party to or bound by any Tax allocation, sharing or indemnity agreements or arrangements (excluding, for the avoidance of doubt, any commercial agreements or contracts that are not primarily related to Taxes);

(j) neither the Company nor any of its Subsidiaries will be required to include amounts in income, or exclude items of deduction, in a taxable period (or portion thereof) beginning after the Closing Date as a result of (i) a change in accounting occurring prior to the Closing, (ii) an installment sale or open transaction arising in a taxable period (or portion thereof) ending on or before the Closing Date, (iii) a prepaid amount received, or paid, prior to the Closing, or (iv) a “closing agreement” as described in Section 7121 of the Code (or any corresponding or similar provision of state or local income Tax Law) executed on or prior to the Closing Date;

(k) no power of attorney, that is currently in force, has been granted with respect to any matter relating to Taxes that could affect the Company or its Subsidiaries;

(l) the Company and each of its Subsidiaries is, and at all times since its inception has been properly classified as an entity disregarded as separate from its owner for United States federal income Tax purposes pursuant to Treasury Regulation Section 301.7701-3(b)(1) and has not made any filing with any Taxing Authority, including filing Form 8832, electing to be treated as an association taxable as a corporation for income Tax purposes; and

(m) neither the Company nor any of its Subsidiaries has any liability for the Taxes of any other Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, by Contract or otherwise.

Section 4.14 Employee Benefits; Employment and Labor Matters. Seller hereby represents and warrants to Buyer the matters set forth in Part I of Exhibit D.

Section 4.15 Intellectual Property. Schedule 4.15 of the Seller Disclosure Schedule contains a list of all Registered Intellectual Property. Except as set forth on Schedule 4.15 of the Seller Disclosure Schedule, the Company and its Subsidiaries exclusively own, free and clear of all Liens other than Permitted Liens, all Owned Intellectual Property; and own or have the right to use all other material Intellectual Property used in the business of the Company and its Subsidiaries as presently conducted. To the Knowledge of Seller, the conduct of the business of the Company and its Subsidiaries does not infringe the Intellectual Property of any Person, and neither the Seller, nor the Company or any of its Subsidiaries have received a written claim alleging the same. To the Knowledge of Seller, the Owned Intellectual Property is not being infringed by any Person. All Registered Intellectual Property is subsisting and unexpired, and to the Knowledge of Seller, valid and enforceable.

Section 4.16 Insurance. Set forth on Schedule 4.16 of the Seller Disclosure Schedule is, as of the Execution Date, a complete and accurate list of all insurance policies (including property, general liability, third-party offsite pollution liability, automobile liability, workers’ compensation and employers’ liability, umbrella/excess liability and directors’ and officers’ liability insurance) held by the Company and its Subsidiaries or by Seller for the benefit of the Company and its Subsidiaries (the “***Insurance Policies***”), which list includes, for each such Insurance Policy: (a) the name, address and telephone of the agent, (b) the name of the insurer, (c) the name of the first

name insured, (d) the policy number and the period of coverage, including retroactive dates, (e) the risks insured and related limits, (f) self-insured retentions, deductibles or similar amounts, (g) the premium and (h) the effective date and the renewal or expiration date thereof. All Insurance Policies are in full force and effect. There is no material claim outstanding under any such Insurance Policy and to the Knowledge of Seller, no event has occurred, and no circumstance or condition exists, that has given rise to or serves as a basis for or (with or without notice or lapse of time) could reasonably be expected to give rise to or serve as the basis for any such claim under any such Insurance Policy. All premiums due under the Insurance Policies have been paid on a timely basis. All claims relating to the Business under the Insurance Policies have been filed in a due and timely fashion and there is no claim by the Company or any of its Subsidiaries pending under any of the Insurance Policies for which coverage has been denied or disputed by the underwriters of the Insurance Policies. There has been no notice from any insurer or reinsurer of any reservation of rights with respect to pending or paid claims. The Company and its Subsidiaries have complied with the terms and provisions of the Insurance Policies in all material respects, and no event has occurred that, with or without notice or the lapse of time, would constitute a material breach or default under, or permit termination, modification or acceleration under any Insurance Policy. No written notice has been received by the Company or its Subsidiaries that would reasonably be expected to be followed by a written notice of cancellation, alteration of coverage or non-renewal of any Insurance Policy.

Section 4.17 Affiliate Transactions. Except as set forth on Schedule 4.17 of the Seller Disclosure Schedule, none of Parent, any Affiliate of Parent or any employee, director, manager, officer, or direct or indirect equityholder of Parent, any Affiliate of Parent, the Company or any of its Subsidiaries: (a) is a party to or has a financial interest in any Contract with the Company or its Subsidiaries or (b) owns, leases or has a financial interest any material asset, property or right which is used by the Company or its Subsidiaries (each, an “*Affiliate Transaction*”). The Company and its Subsidiaries have no claims for Losses against Seller, its Affiliates (other than the Company and its Subsidiaries) and its officers or directors and the officers or directors, prior to Closing of the Company and its Subsidiaries and their successors and assigns in their capacities as such, whether arising or pleaded in law, or in equity, under contract, statute, tort or otherwise, whether known or unknown, whether accrued, potential, inchoate, liquidated, contingent or actual, asserted or unasserted.

Section 4.18 Brokers’ Fee. Except as set forth on Schedule 4.18 of the Seller Disclosure Schedule, no broker, investment banker, financial advisor or other Person is entitled to, any broker’s, finder’s, financial advisor’s or other similar fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon agreements, arrangements or understandings made by or on behalf of Seller, the Company or its Subsidiaries for which Buyer, Company or any of its Subsidiaries shall have any responsibility.

Section 4.19 Regulatory Status. Except as set forth on Schedule 4.19 of the Seller Disclosure Schedule:

(a) neither Seller nor its Affiliates, nor the Company or any of its Subsidiaries, nor any of the Assets is or has been subject to the jurisdiction of the Federal Energy Regulatory Commission under the Natural Gas Act (15 U.S.C. Section 717, et seq.), the Natural Gas Policy Act of 1978 (15 U.S.C. Section 3301) or the Interstate Commerce Act;

(b) the Company and each of its Subsidiaries is in compliance with all orders, regulations, rules and authorizations or enabling statutes of Governmental Authorities to which such Person is subject, except for such instances of non-compliance that, individually or in the aggregate, would not be, or would not reasonably be likely to be, material to the Company and its Subsidiaries, taken as whole;

(c) there are no Proceedings initiated by any Governmental Authority pending or, to the Knowledge of Seller, threatened, that challenges any of the rates, applicable market rules, charges or fees currently received for providing gathering, treating or other services in connection with the Business; and

(d) neither the Company nor any of its Subsidiaries has any tariffs or rates on file with any Governmental Authority concerning the use of the Assets or for providing gathering, treating or other services in connection with the Business.

Section 4.20 Throughput Data. Schedule 4.20 of the Seller Disclosure Schedule sets forth historical throughput data and information for the calendar year 2017 and for the year to date to May 31, 2018, relating to the Business. Such throughput data and information is accurate and complete in all material respects with respect to the information for each applicable period, respectively, without representations as to any specific monthly volume.

Section 4.21 Capital Commitments; Capital Expenditures.

(a) Except for the Company or its Subsidiaries' obligations under the Contracts or commitments listed on Schedule 4.21(a) of the Seller Disclosure Schedule, neither the Company nor any of its Subsidiaries has any obligation for capital commitments or expenditures in excess of \$500,000 as of the Execution Date.

(b) Schedule 4.21(b) of the Seller Disclosure Schedule sets forth the budget of the Company and its Subsidiaries as of the Execution Date for capital expenditures with respect to the pipelines and other projects under construction, including all amounts incurred in respect thereof up to and including the Execution Date.

Section 4.22 Company Representatives. None of Seller, any of its Affiliates (other than the Company and its Subsidiaries) or any of its or their Representatives has ever been granted a power of attorney or similar designation of authority on behalf of the Company or any of its Subsidiaries, or has signatory authority on any bank account or safety deposit box of the Company or any of its Subsidiaries in each case, that will not be terminated at or prior to Closing.

Section 4.23 Bankruptcy. There are no bankruptcy, insolvency, reorganization or receivership proceedings pending against, being contemplated by, or, to the Knowledge of Seller, threatened against the Company or its Subsidiaries, and the Company and its Subsidiaries are Solvent.

Section 4.24 Compliance.

(a) Neither the Company nor any of its Subsidiaries, nor any director, officer, or employee, nor, to the Knowledge of the Seller, any agent or other Person acting on behalf or for the benefit of the Company or any of its Subsidiaries:

(i) has offered, promised, provided, or authorized the provision of any money, property, contribution, gift, entertainment or other thing of value, directly or indirectly, to any government official (including any officer or employee of a government or government-owned or -controlled entity or of a public international organization, or any political party or party official or candidate for political office), or any other Person acting in an official capacity, to influence official action or secure an improper advantage, or to encourage the recipient to breach a duty of good faith or loyalty or the policies of his/her employer, or otherwise in violation of any Anti-Bribery Law; nor

(ii) is a Sanctioned Person nor has engaged in, nor is it now engaged in, any dealings or transactions with or for the benefit of any Sanctioned Person, nor has otherwise violated Sanctions.

(b) Neither the Company nor any of its Subsidiaries has violated or is in violation of any Anti-Money Laundering Law.

(c) The Company and its Subsidiaries have obtained export licenses and permissions as required by, and otherwise have operated, and are presently, in compliance with the Export Control Laws.

(d) Neither the Company nor any of its Subsidiaries is party to any actual or, to the Knowledge of Seller, threatened legal proceedings or outstanding enforcement action relating to any breach or suspected breach of Anti-Bribery Laws, Anti-Money Laundering Laws, Sanctions, or Export Control Laws.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER

Subject to the exceptions and matters set forth on the Buyer Disclosure Schedule, Buyer hereby represents and warrants to Seller as of the Execution Date and as of the Closing Date as follows:

Section 5.1 Organization; Qualification. Buyer is a legal entity duly formed, validly existing and in good standing under the laws of the State of Delaware and has all requisite organizational power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted, and is duly qualified, registered or licensed to do business as a foreign entity and is in good standing in each jurisdiction in which the properties, rights and assets owned, leased or operated by it or the nature of its business makes such qualification necessary, except where the failure to be so duly qualified, registered or licensed and in good standing would not reasonably be expected to, prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents or to materially impair its ability to perform its obligations under the Transaction Documents to which it is, or will be, a party.

Section 5.2 Authority; Enforceability.

(a) Buyer has the requisite power and authority to execute and deliver the Transaction Documents to which it is, or will be, a party, and to consummate the transactions contemplated thereby. The execution and delivery by Buyer of the Transaction Documents to which it is, or will be, a party, and the consummation by it of the transactions contemplated thereby, have been duly and validly authorized by Buyer, and no other limited liability company proceedings on the part of Buyer are necessary to authorize the Transaction Documents to which it is, or will be, a party or to consummate the transactions contemplated the Transaction Documents.

(b) The Transaction Documents to which Buyer is, or will be, a party have been (or will be, when executed and delivered at the Closing) duly executed and delivered by Buyer, and, assuming the due authorization, execution and delivery by the other parties thereto, each Transaction Document to which Buyer is, or will be, a party constitutes (or will constitute, when executed and delivered at the Closing) the valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by Creditors' Rights.

Section 5.3 Non-Contravention. Except as set forth on Schedule 5.3 of the Buyer Disclosure Schedule, the execution, delivery, and performance of the Transaction Documents to which Buyer is, or will be, a party by Buyer and the consummation by Buyer of the transactions contemplated by the Transaction Documents does not and will not: (a) require any consent under, conflict with, violate or result in any breach of or default under any provision of the Organizational Documents of Buyer; (b) conflict with, violate or breach the terms of, or constitute a default (or an event that with notice or passage of time or both would give rise to a default) under, or give rise to any preferential purchase right or any right of termination, cancellation, amendment or acceleration or the loss of a material benefit (with or without the giving of notice, or the passage of time or both) under, or otherwise result in a material detriment to Buyer under, any of the terms, conditions or provisions of any Contract to which Buyer is a party or by which any property or asset of Buyer is bound or affected; or (c) except for any Consents, violate any Law to which Buyer is subject or by which any of Buyer's properties, rights or assets is bound, except, in the cases of clauses (b) and (c), for such defaults or rights of termination, cancellation, amendment, or acceleration or violations as would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents or to materially impair Buyer's ability to perform its obligations under the Transaction Documents to which it is, or will be, a party

Section 5.4 Approvals. Except as set forth on Schedule 5.4 of the Buyer Disclosure Schedule, no declaration, filing or registration with, or notice to, or authorization, consent or approval of, any Governmental Authority or third party is necessary for the consummation by Buyer of the transactions contemplated by the Transaction Documents to which it is a party, other than filings and expirations or terminations of the applicable waiting periods under the HSR Act and such other declarations, filings, registrations, notices, authorizations, consents or approvals which if not obtained or made, would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents or to materially impair Buyer's ability to perform its obligations under the Transaction Documents to which it is, or will be, a party.

Section 5.5 Legal Proceedings. There are no Proceedings pending or, to the Knowledge of Buyer, threatened against Buyer, except such Proceedings as would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by the Transaction Documents or to impair Buyer's ability to perform its obligations under the Transaction Documents to which it is, or will be, a party.

Section 5.6 Matters Relating to Acquisition of the Acquired Interests. (a) Buyer has such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Acquired Interests and is capable of bearing the economic risk of such investment. Buyer is an "accredited investor" as that term is defined in Rule 501 of Regulation D (without regard to Rule 501(a)(4)) promulgated under the Securities Act. Buyer is acquiring the Acquired Interests for investment for its own account and not with a view toward or for sale in connection with any distribution thereof, or with any present intention of distributing or selling the Acquired Interests, such as would constitute a violation of the Securities Act. Buyer acknowledges and understands that (i) the acquisition of the Acquired Interests has not been registered under the Securities Act in reliance on an exemption therefrom and (ii) that the Acquired Interests will, upon its sale by Buyer, be characterized as "restricted securities" under state and federal securities laws. Buyer agrees that the Acquired Interests may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of except pursuant to an effective registration statement under the Securities Act or pursuant to an available exemption from the registration requirements of the Securities Act, and in compliance with other applicable state and federal securities laws.

(b) Buyer has undertaken such investigation as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement and the acquisition of the Acquired Interests. Buyer has had an opportunity to ask questions and receive answers from Seller regarding the terms and conditions of the offering of the Acquired Interests and the business, properties, prospects, and financial condition of the Company and its Subsidiaries (to the extent Seller possessed such information).

Section 5.7 Bankruptcy. There are no bankruptcy, insolvency, reorganization or receivership proceedings pending against, being contemplated by, or, to the Knowledge of Buyer, threatened against Buyer. Assuming the representations and warranties of Seller and the Company contained in this Agreement are true in all material respects, at and immediately after the Closing, and after giving effect to the transactions contemplated hereby, Buyer will be Solvent.

Section 5.8 Brokers' Fee. Except as set forth on Schedule 5.8 of the Buyer Disclosure Schedule, no broker, investment banker, financial advisor or other Person is entitled to, and neither Buyer nor any of its Affiliates has incurred any liability (contingent or otherwise) for, any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon agreements, arrangements or understandings made by or on behalf of Buyer or any of its Affiliates for which Seller, Parent or any of their respective Subsidiaries (other than the Company and its Subsidiaries) shall have any responsibility.

Section 5.9 No Reliance. In making the decision to enter into this Agreement and consummate the transactions contemplated hereby, Buyer has relied solely upon the

representations and warranties of Seller set forth in Article III and Article IV and in the Transaction Documents. Except for the representations and warranties contained in Article III and Article IV or in the Transaction Documents, neither the Company nor Seller, nor any of their respective Affiliates or any of their respective stockholders, trustees, members, partners, fiduciaries or representatives, or any other Person has made or is making, and Buyer has not relied upon, any other representation or warranty of any kind or nature whatsoever, oral or written, express or implied, with respect to the Company, Seller, their respective Affiliates, the Acquired Interests, the Assets, this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby. Except for the representations and warranties contained in Article III and Article IV and in the Transaction Documents, Buyer disclaims, on behalf of itself and its Affiliates, any other representations or warranties of Seller or the Company, whether made by Seller, the Company or any of their respective Affiliates or their respective stockholders, trustees, members, partners, fiduciaries or representatives or any other Person, with respect to Seller or the Company, this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby or any reliance thereon. Except for the representations and warranties contained in Article III and Article IV and in the Transaction Documents, neither Seller, the Company, nor any of their respective Affiliates, any of their respective stockholders, trustees, members, partners, fiduciaries or representatives nor any other Person has made or is making any representations or warranties to Buyer or any other Person regarding the probable success or profitability of the Company and its Subsidiaries, the Assets or the Acquired Interests (whether before or after the Closing).

ARTICLE VI COVENANTS OF THE PARTIES

Section 6.1 Conduct of Business.

(a) From the Execution Date until the Closing or termination of this Agreement as provided in Section 9.1, except as (i) expressly permitted by the terms of this Agreement, (ii) described in Schedule 6.1(a) of the Seller Disclosure Schedule, or described in or contemplated by the budget set forth in Schedule 6.1 of the Seller Disclosure Schedule, (iii) consented to or approved in advance in writing by Buyer (which shall not be unreasonably withheld, conditioned or delayed) or required by applicable Law, Seller shall (solely with respect to the Company and its Subsidiaries), and shall cause the Company and its Subsidiaries to:

(i) conduct their operations in the ordinary course of business consistent with past practice and use commercially reasonable efforts consistent with past practice to comply in all material respects with applicable Laws;

(ii) use commercially reasonable efforts consistent with past practice to maintain and keep their tangible assets in good repair and condition, ordinary wear and tear excepted;

(iii) use commercially reasonable efforts consistent with past practice to keep in full force and effect all Insurance Policies and other insurance applicable to their assets and operations comparable in amount and scope of coverage to that currently maintained;

(iv) use commercially reasonable efforts consistent with past practice to (A) preserve their present material business operations, organization and goodwill, and (B) preserve, maintain and protect their assets, properties and rights, including their present relationships with Persons having business dealings with them;

(v) (A) pay or accrue all Taxes imposed upon any of its assets or with respect to its franchises, business or income when due and before any penalty or interest accrues thereon, except for any Taxes the validity of which is being contested in good faith by appropriate proceedings, (B) accrue and pay when due and payable all wages and other compensation incurred with respect to all of its employees and consultants; and (C) use commercially reasonable efforts consistent with past practice to keep and maintain accurate books, Records, and accounts; and

(vi) use commercially reasonable efforts consistent with past practices to make capital expenditures consistent in all material respects with the budget set forth in Schedule 6.1 of the Seller Disclosure Schedule.

(b) Without limiting the generality of Section 6.1(a) and except as (i) expressly permitted by the terms of this Agreement, (ii) described in Schedule 6.1(b) of the Seller Disclosure Schedule, (iii) described in or contemplated by the budget set forth in Schedule 6.1 of the Seller Disclosure Schedule, (iv) consented to or approved in advance in writing by Buyer (which shall not be unreasonably withheld, conditioned or delayed) or (v) required by applicable Law, from the Execution Date until the Closing or termination of this Agreement as provided in Section 9.1, Seller shall not (solely with respect to the Company and its Subsidiaries), and shall cause the Company and its Subsidiaries not to:

(i) take any of the following actions with respect to the Equity Securities of the Company or its Subsidiaries: (A) issue, grant, sell, deliver, purchase, redeem or otherwise transfer or dispose of, or create or suffer to exist any Lien with respect to, any Equity Securities of the Company or its Subsidiaries; or (B) split, combine or reclassify any of the Equity Securities;

(ii) adopt a plan of complete or partial liquidation or resolutions providing for or authorizing a liquidation, dissolution, merger, consolidation, conversion, restructuring, recapitalization, or other reorganization of any of the Company or its Subsidiaries;

(iii) (A) with respect to the Company and its Subsidiaries, create, incur, guarantee, or assume any indebtedness for borrowed money or otherwise become liable or responsible for the obligations of any other Person, other than incurrences of indebtedness under the Credit Agreement in the ordinary course of business consistent with past practice; (B) with respect to the Company and its Subsidiaries, make any loans, advances, or capital contributions to, or investments in, any other Person; or (C) mortgage or pledge any of the Assets or create or suffer to exist any Lien thereupon (other than Permitted Liens);

(iv) acquire, directly or indirectly, (A) whether by merger, consolidation or otherwise, an Equity Interest in any Person or business division of any Person or (B) any

material assets or properties, in each case other than the acquisition of assets from suppliers or vendors in the ordinary course of business and consistent with past practice;

(v) sell, lease, exchange or otherwise dispose of any of the assets of the Company or its Subsidiaries, except for dispositions of Hydrocarbon inventories or obsolete equipment in the ordinary course of business consistent with past practice;

(vi) terminate, amend, modify, renew or cancel, or grant any waiver or give any consent under, any Real Property Lease;

(vii) amend, modify, extend or change, or waive, release, grant, close out or transfer any material rights or obligations under, or otherwise change in any material respect, any Material Contract or other Contract that provides for aggregate payments to or from the Company or any of its Subsidiaries during any calendar year in excess of \$500,000;

(viii) enter into any Contract that would constitute a Material Contract if entered into prior to the Execution Date, or any Affiliate Transaction;

(ix) except as reasonably required on an emergency basis or for the safety of individuals or the environment, make any capital expenditures in excess of \$750,000 individually or \$2,000,000 in the aggregate with respect to the Company and its Subsidiaries;

(x) cause the Company and its Subsidiaries to: (A) make any settlement of or compromise any Tax liability, (B) change any Tax election or Tax method of accounting or make any new Tax election (including any election to cause the Company or any of its Subsidiaries to be treated for United States federal income Tax purposes as other than disregarded as an entity separate from its owner under Treasury Regulation Section 301.7701-3(b)(1)) or adopt any new Tax method of accounting, (C) surrender any right to claim a refund of material Taxes, (D) amend any Tax Return or (E) consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment;

(xi) change or modify in any material respect any material accounting policies of the Company or any of its Subsidiaries (or Seller with respect to the Company or any of its Subsidiaries), other than as required by GAAP or a change in applicable Law;

(xii) amend, modify or otherwise adopt any change in the respective Organizational Documents of Seller, the Company or any of its Subsidiaries;

(xiii) settle, waive or compromise any Proceeding in a manner that would materially and adversely affect the ownership, development, operation or use of the Acquired Interests or the Assets;

(xiv) terminate or close any facility, except in the ordinary course of business consistent with past practice;

(xv) waive, impair, write-down or discount any account receivable or other receivable, other than in the ordinary course of business consistent with past practice;

(xvi) change any policy or practice regarding extensions of credit, prepayments, sales, collections, receivables (including acceleration of collections) or payment of accounts;

(xvii) (A) adopt, amend, enter into or terminate any Plan or any policy, plan agreement or arrangement that would be a Plan if it were in existence on the Execution Date, (B) grant, pay or otherwise become liable for or obligated to pay, any bonus, severance, change in control, retention or increase in compensation (including bonus opportunities) or benefits to any current or former officer, director, employee of consultant to the Company and its Subsidiaries or (C) transfer the employment of, hire or terminate (other than for cause) any employee of the Company or its Subsidiaries;

(xviii) recognize any union or other labor organization as the representative of any of the employees of the Company or its Subsidiaries, or of Seller or its Affiliate who provide services to the Company or any of its Subsidiaries, or enter into any new or amended collective bargaining agreement with any labor organization with respect to employees of the Company or its Subsidiaries, or of Seller or its Affiliates who provide services to the Company or any of its Subsidiaries, except as required by applicable Law;

(xix) with respect to any material construction, (A) make or change any siting decision regarding any material aspect of the System under construction (including with respect to the Kiowa Natural Gas Plant Train 1), which siting options are set forth in Schedule 6.1(b) of the Seller Disclosure Schedule, (B) terminate any EPC contractor, (C) waive or release any material obligations of an EPC contractor, or (D) declare a “Commercial Operation Date” or similar milestone has been achieved; or

(xx) agree or commit to take any of the actions described above.

(c) Notwithstanding anything in this Agreement, Seller shall not, and shall cause the Company and its Subsidiaries not to, other than as contemplated by the Equity Distribution, (i) declare, set aside or pay any dividend or other distribution in respect of the Equity Securities of the Company and its Subsidiaries; or (ii) transfer any item of value to Seller or any of its Affiliates (other than the Company or any of its Subsidiaries).

Section 6.2 Access to Information.

(a) Until the earlier of the Closing or the termination of this Agreement, on Business Days and during the business hours of 9:00 a.m. to 5:00 p.m. (local time), Seller shall, and shall cause the Company and its Subsidiaries, to the fullest extent permissible under applicable Law, (i) make available to the Buyer, its Affiliates and the Buyer’s and its Affiliates’ Representatives for examination of and access to the Assets, the Records, the Contracts, the employees and officers of the Seller and its Affiliates and furnish financial, operating, title, environmental, regulatory and other data in Seller’s or the Company’s possession or control as the Buyer may reasonably request and (ii) use commercially reasonable efforts to make available to the Buyer, its Affiliates and the Buyer’s and its Affiliates’ Representatives access to the Company’s auditors; *provided, however,*

that such material shall not include (a) any information subject to third Person confidentiality agreements effective as of the Effective Time for which a consent or waiver cannot be secured by the Company after reasonable efforts (*provided*, in each case, that Seller shall reasonably cooperate with Buyer to establish mutually acceptable workarounds to provide Buyer with the broadest access to information practicable under the circumstances), (b) information that, if disclosed, would violate an attorney-client privilege or would constitute a waiver of rights as to attorney work product or attorney-client privileged communications or (c) information relating to bids received from others in connection with the transactions contemplated by this Agreement and information and analysis (including financial analysis) relating to such bids. In connection with any such examination, Buyer shall use commercially reasonable efforts to minimize interference with the day-to-day operations of the business of the Company to the extent reasonably practicable. Seller or its designee shall have the right to accompany Buyer and Buyer's Representatives whenever they are on site at the Company. Buyer's due diligence shall not include any invasive environmental sampling or testing without the prior written consent of the Company.

(b) In connection with the rights of access, examination and inspection granted to Buyer under this Section 6.2, (i) BUYER WAIVES AND RELEASES ALL CLAIMS AGAINST THE COMPANY, ITS SUBSIDIARIES, SELLER AND EACH OF THE FOREGOING'S RESPECTIVE OFFICERS, MANAGERS, OWNERS, MEMBERS, EMPLOYEES, AND CONSULTANTS ARISING IN ANY WAY THEREFROM OR IN ANY WAY CONNECTED THEREWITH AND (ii) BUYER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY, ITS SUBSIDIARIES AND SELLER FROM AND AGAINST ANY AND ALL LOSSES ATTRIBUTABLE TO PERSONAL INJURY, DEATH OR PHYSICAL PROPERTY DAMAGE, OR VIOLATION OF THE COMPANY'S OR ITS SUBSIDIARIES' RULES, REGULATIONS, OR OPERATING POLICIES, ARISING OUT OF, RESULTING FROM OR RELATING TO ANY FIELD VISIT OR OTHER DUE DILIGENCE ACTIVITY CONDUCTED BY BUYER WITH RESPECT TO THE ASSETS.

(c) Buyer acknowledges that, pursuant to its right of access, Buyer will become privy to confidential information of Seller and the Company and its Subsidiaries and that such confidential information shall be held confidential by Buyer in accordance with the terms of the KKR Confidentiality Agreement solely with respect to the parties to such agreement and the Williams Confidentiality Agreement solely with respect to the parties to such agreement.

Section 6.3 Governmental Approvals

(a) The Parties will cooperate with each other and use commercially reasonable efforts to obtain from any Governmental Authorities any consents, licenses, permits, waivers, approvals, authorizations or orders required to be obtained and to make any filings with or notifications or submissions to any Governmental Authority that are necessary in order to consummate the transactions contemplated by the Transaction Documents and shall diligently and expeditiously prosecute, and shall cooperate fully with each other in the prosecution of, such matters.

(b) In furtherance of Section 6.3(a), as soon as practicable following the Execution Date, but in no event later than ten (10) Business Days following the Execution Date, the Parties shall make or cause to be made such filings as may be required by the HSR Act with respect to the transactions contemplated by the Transaction Documents, which filings shall include a request for

early termination of any applicable waiting period. Thereafter, the Parties shall file as promptly as practicable all reports or other documents required or requested by any relevant Governmental Authority pursuant to the HSR Act or otherwise including requests for additional information concerning such transactions, so that the waiting period specified in the HSR Act will expire or be terminated as soon as reasonably possible after the Execution Date, but in no event later than the Termination Date. The Parties will advise each other promptly of any material or substantive communication from any Governmental Authority, and each Party shall cause their respective counsel to furnish each other Party such necessary information and reasonable assistance as such other Party may reasonably request in connection with the Parties' preparation of necessary filings or submissions under the provisions of the HSR Act. Each Party shall cause their counsel to supply to each other Party copies of the date stamped receipt copy of the cover letters delivering the filings or submissions required under the HSR Act to any Governmental Authority and shall provide prompt notification to the other Party when it becomes aware that any consent or approval referred to in this Section 6.3(b) is obtained, taken, made, given or denied, as applicable. No Party shall participate in any meeting or substantive discussion with any Governmental Authority in respect of any such filings or related investigations or other inquiries unless, to the extent practicable, it consults with the other Parties in advance and, to the extent practicable and permitted by such Governmental Authority, gives the other Parties the opportunity to attend and participate in such meeting. Buyer shall pay the statutory filing fee associated with filings under the HSR Act.

(c) Buyer agrees to use reasonable best efforts to have the applicable HSR Act waiting period expire or be terminated on or before the Termination Date and, if necessary, to contest and resist, any action, including legislative, administrative or judicial action, and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order (whether temporary, preliminary or permanent) of any Governmental Authority that is in effect and that restricts, prevents or prohibits the consummation of the transactions contemplated by the Transaction Documents. Notwithstanding anything herein to the contrary, (i) Seller shall not be required to cause the Company or its Subsidiaries to take any such action in connection with any of the matters described in this Section 6.3(c) prior to the Closing and (ii) Buyer shall not be required to, or agree to, take any action that would result in Williams or any of its Affiliates selling, divesting, conveying, holding separate, or otherwise limiting its or their freedom of action with respect to, any assets, rights, products, licenses, businesses, operations, or interest therein.

(d) Notwithstanding anything herein to the contrary, Buyer shall not, and shall not permit any of its Affiliates to, take any action following the Execution Date that would reasonably be expected to (i) impose any delay in the obtaining of, or increase the risk of not obtaining, any consent, approval, authorization, declaration, waiver, license, franchise, permit, certificate or order of any Governmental Authority necessary to consummate the transactions contemplated hereby or the expiration or termination of any applicable waiting period, (ii) increase the risk of any Governmental Authority entering an order prohibiting the consummation of the transactions contemplated hereby or (iii) materially delay the consummation of the transactions contemplated hereby.

(e) Notwithstanding anything to the contrary in this Agreement, nothing in this Section 6.3 or elsewhere in this Agreement shall require Buyer to take or agree to take any action with respect to KKR or any of its affiliates (other than Buyer or, after Closing, the Company or its Subsidiaries), including selling, divesting, conveying, holding separate, or otherwise limiting its

freedom of action with respect to, any assets, rights, products, licenses, businesses, operations, or interest therein, of any such affiliates (other than Buyer and, after Closing, the Company and its Subsidiaries) or any direct or indirect portfolio companies of investment funds advised or managed by one or more affiliates of KKR or any investment of KKR or an affiliate of KKR.

Section 6.4 Indemnification of Officers, Directors, Employees and Agents.

(a) Buyer agrees that all rights to indemnification, advancement of expenses and exculpation by the Company and its Subsidiaries in favor of each Person who is now, or has been at any time before the Execution Date, a manager, managing member, controlling equity holder, director, officer of the Company or any of its Subsidiaries as provided in the respective Organizational Documents of the Company and its Subsidiaries, in each case as in effect on the Execution Date, shall survive the Closing Date and shall continue in full force and effect in accordance with their respective terms (and Buyer shall not, and after the Closing shall cause the Company and its Subsidiaries not to, amend, repeal or otherwise modify the Organizational Documents of the Company or its Subsidiaries in any manner that would affect adversely the indemnification rights thereunder).

(b) At or prior to the Closing, the Company at its expense will cause to be put in place, and shall fully prepay, “tail” insurance policies of directors’ and officers’ liability insurance with a claims period of six (6) years following the Closing covering acts or omissions occurring at or prior to the Closing with respect to any manager, managing member, controlling equity holder, director, officer of the Company or any of its Subsidiaries prior to the Closing with at least the same coverage and amounts as the coverage in effect on the Execution Date.

Section 6.5 Retention of Books and Records. At the Closing, Seller shall, and shall cause its Affiliates to, make available to Buyer or its designee, or cause the Company and its Subsidiaries to have possession of, (a) all original records of the Company and its Subsidiaries and any such records relating to the legal existence, equity ownership and governance of the Company and its Subsidiaries, and (b) all Contracts, Permits, licenses, approvals, certificates and authorizations from Governmental Authorities to which the Company, any of its Subsidiaries, any Asset or the Business is party or otherwise subject. Buyer will use its commercially reasonable efforts to retain, or to cause its Affiliates (including the Company and its Subsidiaries) to retain, all books, records and other documents pertaining to the Company’s and its Subsidiaries’ business in existence on the Closing Date and to make the same available after the Closing Date, at Seller’s sole cost and expense, upon reasonable advance notice and the execution of a confidentiality agreement with confidentiality terms consistent with the confidentiality terms set forth in the applicable Confidentiality Agreement until seven (7) years following the Closing; *provided*, that the Buyer, the Company and its Subsidiaries shall not be required to provide access if such access would (i) cause significant competitive harm to the Buyer, the Company or its Subsidiaries, (ii) unreasonably interfere with the operations of the Buyer, the Company or its Subsidiaries, (iii) result in the loss of any attorney-client privilege or other similar legally-recognized privilege, or (iv) contravene any applicable Law (*provided*, in each case, that the Buyer, the Company and its Subsidiaries shall reasonably cooperate with Seller, at Seller’s expense, to establish mutually acceptable workarounds to provide Seller with the broadest access to information practicable under the circumstances).

Section 6.6 Expenses. All costs and expenses (a) incurred by Seller in connection with the Transaction Documents and the transactions contemplated thereby shall be paid by Seller and (b) incurred by Buyer in connection with the Transaction Documents and the transactions contemplated thereby shall be paid by Buyer; *provided, however*, that if any action at law or in equity is necessary to enforce or interpret the terms of the Transaction Documents, the prevailing Party shall be entitled to reasonable out-of-pocket attorneys' fees and expenses in addition to any other relief to which such Party may be entitled. Subject to Section 2.4(a)(iii), all Company Transaction Costs shall be paid by the Company.

Section 6.7 Further Assurances. Subject to the terms and conditions of this Agreement, each Party shall use all commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Law to consummate the transactions contemplated by the Transaction Documents.

Section 6.8 Public Statements. Prior to the Closing, neither Seller nor Buyer shall make any press release or other public announcement regarding the existence of this Agreement, the contents hereof or the transactions contemplated hereby without the prior written consent of the other Party; *provided, however*, that the foregoing shall not restrict disclosures or announcements (i) to the extent necessary for a Party to perform this Agreement (including disclosures to Governmental Authorities); *provided, further*, that, in the case of this clause (i), subject to Section 6.3, each Party shall use commercially reasonable efforts to consult with the other Party regarding the contents of any such release or announcement prior to making such release or announcement, (ii) to the extent required by applicable securities or other Laws, rules or regulations or the applicable rules of any stock exchange having jurisdiction over the Parties or their respective Affiliates, or that are, in the reasonable opinion of the Party proposing to make such disclosure or announcement, otherwise legally required to be made or (iii) of the terms of this Agreement by Buyer or Seller to its respective Representatives.

Section 6.9 Transfer Taxes; Equity Distribution Taxes. All state and local transfer, sales, use, stamp, registration or other similar Taxes resulting from the transactions contemplated by this Agreement ("***Transfer Taxes***") (other than any Transfer Taxes resulting from the Equity Distribution) and shall be borne 50% by Buyer and 50% by Seller, and any Transfer Taxes or other Taxes resulting from, or imposed with respect to, the Equity Distribution shall be borne 100% by Seller, *provided, however*, that each of Buyer and Seller shall be responsible for all interest, penalties, additions or additional amounts imposed as a result of such Party's failure to timely pay its share (as determined under this Section 6.9) of such Transfer Taxes or other Taxes. The party responsible under applicable Law for filing any Tax Return with respect to such Transfer Taxes shall prepare and file when due all necessary documentation and Tax Returns with respect to such Transfer Taxes. Buyer and Seller shall cooperate in good faith to minimize, to the extent permissible under applicable Law, the amount of any such Transfer Taxes.

Section 6.10 Tax Matters.

(a) Tax Treatment. For all United States federal income Tax purposes (and state and local Tax purposes where applicable), each Party agrees to report the purchase and sale of the Acquired Interests as a deemed purchase and sale of the Assets and the assumption of the liabilities of the Company and each of its Subsidiaries that constitutes an applicable asset acquisition

pursuant to Section 1060 of the Code and each Party agrees not to take (and to cause each Affiliate thereof not to take) any United States, federal, state or local income or franchise Tax position inconsistent with such treatment, except as required by Law.

(b) Responsibility for Filing Tax Returns and Covenants.

(i) Seller shall prepare or cause to be prepared and file or cause to be filed all Seller Consolidated Returns.

(ii) The Seller shall prepare or cause to be prepared and filed (A) all federal and state income Tax Returns for the Company and all of its Subsidiaries (other than Seller Consolidated Returns) required to be filed for any Tax period ending on or before the Closing Date and (B) all other Tax Returns for the Company and all of its Subsidiaries that are required to be filed on or prior to the Closing Date. The Seller shall pay or cause to be paid all Taxes reported to be due on such Tax Returns.

(iii) The Buyer shall prepare or cause to be prepared all Tax Returns of the Company and all of its Subsidiaries for all taxable periods ending after the Closing Date.

(iv) Tax Returns for Straddle Periods (the “*Straddle Tax Returns*”) shall be prepared on a basis consistent with past practices of the Company and its Subsidiaries except to the extent otherwise required by Law. The preparer of any Straddle Period Return will cause such Straddle Tax Returns to be timely filed by the Company and/or its Subsidiaries, as applicable, and will provide a copy to the other Party. The preparer of a Straddle Tax Return shall timely pay to the applicable Governmental Authority any Tax shown as due and owing on such Straddle Tax Returns for the Straddle Period as filed. The Seller shall pay to the Buyer no later than five Business Days after the Buyer has filed any such Straddle Tax Return for a Straddle Period the portion of any such Taxes that were due for such Straddle Period that are allocable to the portion of the Straddle Period ending on the Effective Time. The Buyer shall pay to the Seller no later than five Business Days after the Seller has filed any such Straddle Tax Return for a Straddle Period the portion of any such Taxes that were due for such Straddle Period (other than Taxes reflected on a seller Consolidated Return) that are allocable to the portion of the Straddle Period beginning after the Effective Time.

(v) Unless otherwise required by Law, following the Closing, the Buyer shall not file an amended Tax Return with respect to the Company or any of its Subsidiaries for a Pre-Closing Period or Straddle Period without the advance written consent of the Seller (such consent not to be unreasonably withheld, conditioned or delayed).

(vi) Whenever it is necessary for purposes of this Agreement to determine the amount of any Taxes imposed on or incurred by or with respect to the Company or any of its Subsidiaries for a Straddle Period which is allocable to the period prior to and including the Effective Time (the “*Pre-Effective Time Period*”), the determination shall be made, in the case of non-income Taxes, on a per diem basis and, in the case of income Taxes, based on an interim closing of the books as of the Effective Time (and for such purpose, the Pre-Effective Time Period of any partnership or other pass-through entity in which the

Company or any of its Subsidiaries hold a beneficial interest will be deemed to terminate at such time).

(c) **Tax Cooperation.** The Seller and the Buyer shall use commercially reasonable efforts to promptly furnish or cause to be furnished to each other such information (including access to books and records) and assistance relating to the Company or any of its Subsidiaries as is reasonably requested for the preparation and filing of any Tax Returns or in connection with the conduct of any Tax audit or other Tax proceeding. The Seller and the Buyer shall use commercially reasonable efforts to cooperate with each other in the preparation and filing of any Tax Returns or in connection with the conduct of any Tax audit or other Tax proceeding, and each shall execute and deliver such powers of attorney and other documents as are reasonably necessary to carry out the intent of this Section 6.10(c). Any information obtained under this Section 6.10(c) shall be kept confidential, except as may be otherwise necessary in connection with the conduct of any Tax audit or other Tax proceeding, the filing of Tax Returns or evaluating prior positions taken with respect to the same.

Section 6.11 [Reserved.]

Section 6.12 Permits. Seller and the Buyer shall cooperate to provide all notices and otherwise use commercially reasonable efforts to take all actions required to transfer or reissue any Permits, including any required under Environmental Laws, as a result of or in furtherance of the transactions contemplated hereby or in the other Transaction Documents.

Section 6.13 R&W Policy. Buyer has received a written commitment to fully bind the R&W Policy effective as of the Execution Date. Buyer shall cause the R&W Policy to (a) name the Buyer as the insured, (b) insure the Buyer from any breach, or any failure to be true, of the representations and warranties given by Seller to Buyer under this Agreement (subject to the exclusions set forth in the R&W Policy) and (c) expressly provide that the insurer(s) issuing such policy shall waive or otherwise not pursue any subrogation rights against Seller (except in instances of Fraud). Buyer shall not (and shall cause its Affiliates to not) grant any right of subrogation or otherwise amend, modify, terminate, or waive any term or condition of the commitment or the R&W Policy in a manner inconsistent with the immediately preceding sentence or that is otherwise actually and materially adverse to Seller. Seller shall, and shall cause the Company and its Subsidiaries to, cooperate with Buyer's efforts and provide assistance as necessary or appropriate to enable the Buyer to bind the R&W Policy. Buyer shall be responsible for all costs and expenses related to the R&W Policy, including the total premium, underwriting costs, brokerage commission, and other fees and expenses of such policy.

Section 6.14 Use of Name and Seller's Marks.

(a) With respect to the phase-out of the use of the names, business names, trade names, brand names, registered and unregistered trademarks, logos, service marks or other source indicators of the Seller or any of its Affiliates that are used in the Business, including the use of the name and trademark "Discovery" (collectively, the "***Seller's Marks***"), the Buyer agrees as follows: (i) as soon as practicable following the Closing, but in no event later than 180 days after Closing, the Buyer shall, and after the Closing shall cause the Company and its Subsidiaries to, change the names of such Persons to names that do not include any of Seller's Marks; and (ii) as

soon as practicable following the Closing, but in no event later than 180 days after Closing, the Buyer shall, and after the Closing shall cause the Company and its Subsidiaries to, cease and permanently discontinue any and all uses of any of Seller's Marks, and remove or cover all Seller's Marks from or on, or destroy, any publications, signage, corporate letterhead, invoices, stationery, business cards, marketing materials, website content or other materials in the possession or under the control of the Company or its Subsidiaries bearing any of the Seller's Marks, and provide the Seller with written confirmation thereof. Notwithstanding the foregoing, the Buyer shall have a period of up to twelve (12) months from the Closing to cause the Company and its Subsidiaries to permanently remove the Seller's Marks from pipeline markers on the Assets; and in respect of any interior signage, heavy machinery, tools and dyes, the Company will provide for such removal in the next replacement cycle in the ordinary course of business. Notwithstanding anything herein to the contrary, Buyer, the Company and its Subsidiaries may at all times after the Closing Date, use the Seller's Marks (i) in a non-trademark or "fair use" manner or as required by Applicable Law, or (ii) on any legal documents, business correspondence and similar items that are not consumer facing.

(b) In no event shall the Buyer or any of its Affiliates (including, after Closing, the Company and its Subsidiaries) use any of the Seller's Marks after Closing in any manner or for any purpose different from the use of the Seller's Marks by the Company and its Subsidiaries preceding the Closing, and none of them shall affix or include any of the Seller's Marks, or any colorable imitations thereof, on any publications, signage, corporate letterhead, invoices, stationery, business cards, marketing materials, website content or other materials that are created or produced after the Closing. The Buyer, for itself and its Affiliates (including, after Closing, the Company and its Subsidiaries), agrees that, after the Closing Date, the Buyer and its Affiliates (including, after Closing, Company and its Subsidiaries) will not do business or represent themselves as having any affiliation or business relationship with the Seller or any Affiliates of the Seller, except pursuant to any separate agreement entered into, or assumed by, the Buyer or its Affiliates on one hand, and the Seller or its Affiliates, on the other hand.

(c) The Buyer expressly acknowledges and confirms that the Seller is not transferring or assigning, and the Buyer shall not receive, any right, title or interest in or to the Seller's Marks, except the limited right to use for the sole purpose of permitting the Buyer to complete the phase-out in strict compliance with this Section 6.14. Notwithstanding anything to the contrary herein or in the other Transaction Documents, prior to the Closing Date, the Seller shall be permitted to cause the Company and its Subsidiaries to assign and transfer to the Seller or its Affiliates (other than the Company and its Subsidiaries) any and all right, title and interest that Company and its Subsidiaries have or may have in or to the Seller's Marks, including any goodwill therein. Furthermore, all use of Seller's Marks hereunder during the phase-out period shall be at all times subject to the direction and control of the Seller and any and all use thereof by the Buyer or the Company and its Subsidiaries hereunder shall inure to the exclusive benefit of the Seller, and the Buyer shall, and after the Closing shall cause the Company and its Subsidiaries to, comply with the Seller's instructions and direction at all times.

Section 6.15 Employee Matters. The Parties covenant and agree to the matters set forth in Part II of Exhibit D.

Section 6.16 No Negotiations. Seller agrees that between the Effective Time and the Closing or the earlier of the valid termination of this Agreement in accordance with its terms, Seller shall not, and shall cause its Affiliates (including the Company and its Subsidiaries) not to, directly or indirectly (a) solicit, knowingly encourage or initiate the submission of proposals or offers from, (b) provide any confidential information to, or (c) participate in discussions or negotiations or enter into any agreement, arrangement or understanding with, any Person (other than Buyer and its Affiliates) concerning the sale of the Company and its Subsidiaries or material assets thereof, including the Assets, to any Person other than Buyer.

Section 6.17 Release of Credit Support. Seller shall, and shall cause its Affiliates to, cause the release or terminate in full on or prior to Closing of (a) any Liens on the Acquired Interests, the Assets or any other Equity Securities of the Company or its Subsidiaries in respect of Debt or other liabilities of Seller or any Affiliate of Seller that is not the Company or a Subsidiary thereof, and (b) any guarantees, letters of credit, surety bonds and other forms of credit support provided by the Company or any of its Subsidiaries in support of any Debt or other liabilities of Seller or any Affiliate of Seller that is not the Company or a Subsidiary thereof, in each case of the foregoing clauses (a) and (b), without any remaining liability or ongoing obligation related thereto on the Company or its Subsidiaries.

Section 6.18 Termination of Agreements. Notwithstanding any provision in Section 6.1 to the contrary, Seller and its Affiliates shall, and shall cause the Company and its Subsidiaries to, terminate all Affiliate Transactions prior to the Closing without liability or ongoing obligation whatsoever of the Buyer or the Company or its Subsidiaries and without further actions by the parties thereto, and thereby be deemed cancelled and discharged in their entirety irrespective of any contrary terms in any such Affiliate Transaction.

Section 6.19 Non-Competition; Non-Solicitation. Contemporaneously with the execution and delivery of this Agreement, each of the Restricted Employees has entered into a Non-Competition and Non-Solicitation Agreement with Buyer which are attached hereto as Exhibit G.

Section 6.20 Monthly Financial Statements. As soon as reasonably practicable, but in no event later than thirty (30) days after the end of each calendar month during the period from the Execution Date to the Closing, Seller shall use commercially reasonable efforts cause the Company to provide the Buyer with unaudited monthly financial statements.

Section 6.21 Joint Venture. Notwithstanding anything to the contrary in this Agreement, prior to Closing, the Company shall be permitted to enter into the documents included on Schedule 6.21 of the Seller Disclosure Schedule (substantially in the forms attached thereto, it being understood that any material modification to such documents shall require the prior written consent of Buyer, which shall not be unreasonably withheld, conditioned or delayed) establishing a joint venture related to the construction of a natural gas pipeline connecting the Company's gas processing plant in Weld County, Colorado to an existing gas pipeline operated by Colorado Interstate Gas Company, L.L.C. (the "**Joint Venture**"). Prior to the Closing, the Company will keep Buyer reasonably apprised of any developments with respect to the Joint Venture. For the avoidance of doubt, to the extent the Company holds Equity Interests in the Joint Venture at any time, (a) the Joint Venture shall not be deemed a Subsidiary of the Company or an Affiliate of

Seller or the Company (or their other Affiliates) for purposes of this Agreement (but such Equity Interests shall be an Asset) and (b) Seller shall be deemed to comply with its obligations under Section 6.1 with respect to the operations of the Joint Venture so long as Seller causes such Equity Interests to be voted in a manner consistent with Section 6.1.

ARTICLE VII CONDITIONS TO CLOSING

Section 7.1 Conditions to Obligations of Each Party. The respective obligation of each Party to consummate the Closing is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any one or more of which may be waived in writing, in whole or in part, as to a Party by such Party (in such Party's sole discretion):

(a) Approvals. All authorizations, consents, orders or approvals of, or declarations or filings with, or expiration of waiting periods imposed under the HSR Act shall have been obtained or made.

(b) Governmental Restraints. No order, decree or injunction of any Governmental Authority shall be in effect, and no Law shall have been enacted or adopted that enjoins, prohibits or makes illegal the consummation of the transactions contemplated by the Transaction Documents.

Section 7.2 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the Closing is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any one or more of which may be waived in writing, in whole or in part, by Buyer (in Buyer's sole discretion):

(a) Representations and Warranties of Seller.

(i) Each of the Seller Fundamental Representations shall be true and correct in all respects as of both the Execution Date and as of the Closing Date as if made on and as of such dates (except, in each case, for representations and warranties made as of a specific date, which shall be true and correct in all respects as of such specific date), except to the extent the failure of any such representation or warranty to be true and correct is de minimis;

(ii) Each of the representations and warranties of Seller contained in Article III and Article IV (other than the Seller Fundamental Representations and Section 4.8(b)) and not described in Section 7.2(a)(i) shall be true and correct in all respects (it being understood that, for purposes of determining satisfaction of this Section 7.2(a)(ii), all materiality and Material Adverse Effect qualifications contained in such representations and warranties (other than the definitions of Material Contract, Material Gathering Contract and Material Sales Contract contained in such representations and warranties) shall be disregarded as of both the Execution Date and as of the Closing Date as if made on and as of such dates (except, in each case, for representations and warranties made as of a specific date, which shall be true and correct in all respects as of such specific date), except to the extent the failure of any such representation or warranty to be true and correct

would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect; and

(iii) The representation and warranty of Seller contained in Section 4.8(b) shall be true and correct in all respects as of both the Execution Date and as of the Closing Date as if made on and as of such dates.

(b) Performance. Seller shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Seller on or prior to the Closing Date.

(c) Closing Deliverables. Seller shall have delivered, caused to be delivered, or be ready, willing and able to deliver, to Buyer or the applicable required Person, all of the closing deliveries set forth in Section 8.2(b) and in the other Transaction Documents.

Section 7.3 Conditions to Obligations of Seller. The obligation of Seller to consummate the Closing is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, any one or more of which may be waived in writing, in whole or in part, by Seller (in Seller's sole discretion):

(a) Representations and Warranties of Buyer. Each of the representations and warranties of Buyer contained in Article V shall be true and correct in all respects (it being understood that, for purposes of determining satisfaction of this Section 7.3(a), all materiality qualifications contained in such representations and warranties shall be disregarded) as of both the Execution Date and as of the Closing Date as if made on and as of such dates (except, in each case, for representations and warranties made as of a specific date, which shall be true and correct in all respects as of such specific date), except to the extent the failure of any such representation or warranty to be true and correct would not individually or in the aggregate reasonably be expected to have a material adverse effect on the ability of Buyer to consummate any transaction contemplated by this Agreement or any Transaction Documents.

(b) Performance. Buyer shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Buyer on or prior to the Closing Date.

(c) Closing Deliverables. Buyer shall have delivered, caused to be delivered, or be ready, willing and able to deliver, to Seller or the applicable required Person, all of the closing deliveries set forth in Section 8.2(a) and in the other Transaction Documents.

ARTICLE VIII CLOSING

Section 8.1 Time and Place of Closing. The closing of the sale, assignment, conveyance, transfer and delivery of the Acquired Interests to Buyer and the other transactions contemplated by this Agreement (the "**Closing**") will take place at the offices of Vinson & Elkins L.L.P. in Dallas, Texas and shall occur five (5) Business Days (or such earlier date that the Parties mutually agree) after all of the conditions set forth in Article VII have been satisfied or waived in writing by the Party or Parties entitled to waive such conditions (other than those conditions that

by their nature can only be satisfied at the Closing, but subject to all conditions in Article VII having been satisfied or waived in writing at the Closing). The date of the Closing is referred to in this Agreement as the “**Closing Date**.” All actions to be taken and all documents and instruments to be executed and delivered at Closing shall be deemed to have been taken, executed, and delivered simultaneously and, except as permitted hereunder, no actions shall be deemed taken nor any document and instruments executed or delivered until all actions have been taken and all documents and instruments have been executed and delivered. If Closing should occur, the Confidentiality Agreements shall terminate as of the Closing.

Section 8.2 Deliveries and Actions at Closing.

(a) Buyer Deliveries and Actions. At or prior to the Closing, upon the terms and subject to the conditions of this Agreement, and subject to the simultaneous performance by Seller of its obligations pursuant to Section 8.2(b), Buyer will execute and deliver, or cause to be executed and delivered, to Seller, each of the following documents, where the execution or delivery of documents is contemplated, and will take or cause to be taken the following actions, where the taking of actions is contemplated:

(i) Closing Payment. Payment of the Adjusted Purchase Price as set forth in the Estimated Settlement Statement by wire transfer of immediately available funds to an account designated by Seller (which account shall be so designated by Seller in writing to Buyer prior to the Closing Date);

(ii) Joint Release Instructions to Escrow Agent. A counterpart of joint written release instructions to the Escrow Agent duly executed by a Responsible Officer of Buyer authorized to deliver such instructions under the Escrow Agreement, instructing the Escrow Agent to disburse from the Escrow Account to Seller an amount equal to the remainder of (A) the Deposit *minus* (B) the Holdback Amount;

(iii) Assignment of Interests. A counterpart of an assignment (the “**Assignment of Interests**”), substantially in the form attached hereto as Exhibit B, and such other conveyance documents as Buyer may reasonably request, in each case evidencing the assignment and transfer to Buyer of the Acquired Interests, duly executed by Buyer;

(iv) Closing Certificate. A certificate, dated as of the Closing Date, signed by a Responsible Officer of Buyer certifying that the conditions set forth in Sections 7.3(a) and 7.3(b) have been satisfied;

(v) Transition Services Agreement. A counterpart of the transition services agreement substantially in the form attached hereto as Exhibit C (the “**TSA**”), duly executed by Buyer;

(vi) Mutual Release. A counterpart of a mutual release substantially in the form attached hereto as Exhibit H (the “**Mutual Release**”), duly executed by Buyer;

(vii) Debt Payoff. Payment of the Debt outstanding under the Credit Agreement as of the Closing on behalf of the Company to all holders thereof, by wire transfer of

immediately available funds, in such amounts and to such accounts as set forth in the Payoff Letter; and

(viii) Other Documents. All other documents and instruments reasonably requested by Seller from Buyer that are necessary to transfer the Acquired Interests to Buyer and to consummate any other transactions contemplated by this Agreement.

(b) Seller Deliveries and Actions. At or prior to the Closing, upon the terms and subject to the conditions of this Agreement, and subject to the simultaneous performance by Buyer of its obligations pursuant to Section 8.2(a), Seller will execute and deliver, or cause to be executed and delivered, to Buyer, each of the following documents, where the execution or delivery of documents is contemplated, and will take or cause to be taken the following actions, where the taking of actions is contemplated:

(i) Estimated Settlement Statement. The Estimated Settlement Statement, duly executed by Seller;

(ii) Joint Release Instructions to Escrow Agent. A counterpart of joint written release instructions to the Escrow Agent, duly executed by a Responsible Officer of Seller authorized to deliver such instructions under the Escrow Agreement, instructing the Escrow Agent to disburse from the Escrow Account to Seller an amount equal to the remainder of (A) the Deposit *minus* (B) the Holdback Amount;

(iii) FIRPTA Certificate. A duly completed and executed certificate of non-foreign status in the form prescribed by Treasury Regulation Section 1.1445-2(b) with respect to Seller (or, if the Seller is disregarded as an entity separate from another Person for U.S. federal income Tax purposes, such other Person);

(iv) Assignment of Interests. A counterpart of the Assignment of Interests, and such other conveyance documents as Seller may reasonably request, in each case duly executed by Seller;

(v) Resignations. Duly executed resignations of the officers and managers of the Company and its Subsidiaries listed on Schedule 8.2(b)(v) of the Seller Disclosure Schedule effective as of the Closing or evidence of the removal of such officers or managers effective as of the Closing;

(vi) Credit Agreement. (A) Releases in customary forms of all Liens securing Debt, (B) authorizations to file UCC-3 termination statements in all applicable jurisdictions to evidence the release of all Liens securing Debt, and (C) a payoff letter, in form and substance acceptable to Buyer, which shall reflect the satisfaction and repayment in full of all Debt outstanding (the "**Payoff Letter**"), which Payoff Letter shall be delivered at least two (2) Business Days prior to the Closing;

(vii) Closing Certificate. A certificate, dated as of the Closing Date, signed by a Responsible Officer of Seller certifying that the conditions set forth in Sections 7.2(a) and 7.2(b) have been satisfied;

(viii) Transition Services Agreement. A counterpart of the TSA, duly executed by Seller;

(ix) Mutual Release. A counterpart of the Mutual Release, duly executed by Seller;

(x) Certificates of Good Standing. A certificate of good standing or equivalent certificate of the Secretary of State of the State of Texas or other state of the jurisdiction of formation, dated within five (5) Business Days of the Closing Date, with respect to the Company and each of its Subsidiaries; and

(xi) Other Documents. All other documents and instruments reasonably requested by Buyer from Seller that are necessary to transfer the Acquired Interests to Buyer and to consummate any other transactions contemplated by this Agreement.

ARTICLE IX TERMINATION RIGHTS

Section 9.1 Termination Rights. This Agreement may be terminated at any time prior to the Closing as follows (the date of any permitted termination of this Agreement under this Section 9.1, the “*Termination Date*”):

(a) by mutual written consent of the Parties;

(b) by either Seller or Buyer if any Governmental Authority of competent jurisdiction shall have issued a final and non-appealable order, decree, judgment or Law prohibiting the consummation of the transactions contemplated by this Agreement;

(c) by either Seller or Buyer in the event that the Closing has not occurred on or prior to August 31, 2018 (the “*Outside Date*”); *provided, however*, that the right to terminate this Agreement under this Section 9.1(c) shall not be available to any Party who is in Willful Breach at the time this Agreement would otherwise be terminated; *provided, further*, that if the condition set forth in Section 7.1(a) is not satisfied as of the Outside Date, the Outside Date shall automatically be extended for a period of 90 days unless otherwise agreed in writing by the Parties;

(d) by Seller, at Seller’s option, by written notice to Buyer given at any time prior to the Closing if Buyer has breached any representation, warranty or covenant of Buyer herein contained in such a manner such that the conditions to the Closing set forth in Section 7.3(a) or Section 7.3(b) would not be satisfied and, following written notice thereof from Seller to Buyer specifying the reason such condition is unsatisfied, such condition remains unsatisfied for a period of ten (10) Business Days after Buyer’s receipt of written notice thereof from Seller; *provided, however*, that Seller shall not have the right to terminate this Agreement pursuant to this Section 9.1(d) if Seller is then in Willful Breach; or

(e) by Buyer, at Buyer’s option, by written notice to Seller given at any time prior to the Closing if Seller has breached any representation, warranty or covenant of Seller herein contained in such a manner such that the conditions to the Closing set forth in Section 7.2(a) or Section 7.2(b) would not be satisfied and, following written notice thereof from Buyer to Seller

specifying the reason such condition is unsatisfied (including any breach by Seller of this Agreement), such condition remains unsatisfied for a period of ten (10) Business Days after Seller's receipt of written notice thereof from Buyer; *provided, however*, that Buyer shall not have the right to terminate this Agreement pursuant to this Section 9.1(d) if Buyer is then in Willful Breach.

Notwithstanding anything to the contrary in the provisos in Sections 9.1(c) or 9.1(d), Seller may, if it is in Willful Breach, terminate this Agreement prior to Closing under Section 9.1(c) or Section 9.1(d) at any time following the 60th day after the Outside Date unless, prior to Seller so terminating this Agreement, Buyer has commenced appropriate proceedings to enforce its rights of specific performance hereunder.

Section 9.2 Effect of Termination.

(a) In the event of the termination of this Agreement pursuant to Section 9.1, all rights and obligations of the Parties under this Agreement shall terminate and become void, and the Parties shall have no liability hereunder, except for the provisions of this Section 9.2, Section 6.2(b), Section 6.2(c), Section 6.6 and Article XI (other than Section 11.17), and such of the defined terms set forth on Exhibit A to give context to such Sections and Articles, all of which shall survive and continue in full force and effect indefinitely.

(b) If Seller validly terminates this Agreement pursuant to Section 9.1(c) or pursuant to Section 9.1(d), in either case, at a time when Buyer is a Breaching Party, then Seller shall be entitled to receive the Deposit from the Escrow Account in full, as liquidated damages, and such right to receive the Deposit shall be Seller's sole and exclusive remedy and as full and complete satisfaction of any liabilities that may be suffered by Seller as a result of such termination or any breach of this Agreement by Buyer, and Seller shall be deemed to have waived any and all other rights and remedies available to Seller in respect of such termination or breach (including specific performance, injunctive relief or liability for breach of this Agreement before such termination), subject to Seller's right to seek recovery from Buyer for Fraud. For purposes of clarification, if the transactions contemplated by this Agreement are not consummated, Seller's sole and exclusive remedy for a breach (willful or otherwise) by Buyer shall be the right to receive the Deposit as provided in this Section 9.2(b). It is expressly stipulated by the Parties that the actual amount of damages resulting from such a termination would be difficult if not impossible to determine accurately because of the unique nature of this Agreement, the unique nature of the Assets, the uncertainties of applicable commodity markets, and differences of opinion with respect to such matters, and that the liquidated damages associated with receipt by Seller of the Deposit are a reasonable estimate by the Parties of such damages under the circumstances and do not constitute a penalty.

(c) In the event that this Agreement is terminated under Section 9.1 and Seller is not entitled to receive the Deposit under Section 9.2(b), Buyer shall be entitled to receive the entirety of the Deposit. In addition, if at the time this Agreement is terminated pursuant to Section 9.1 Seller is a Breaching Party, then Buyer shall be entitled to seek all rights and remedies available at Law or in equity for Seller's Willful Breach.

(d) In the event Seller or Buyer is entitled to receive the Deposit pursuant to this Section 9.2, each of Seller and Buyer covenants and agrees, such Party shall promptly, and in any event within three (3) Business Days, execute and deliver to the Escrow Agent joint written instructions instructing the Escrow Agent to disburse from the Escrow Account to Seller or Buyer, as applicable, an amount equal to the Deposit.

ARTICLE X INDEMNIFICATION

Section 10.1 Indemnification by Seller. Subject to the terms of this Article X, from and after the Closing, Seller shall indemnify, defend and hold harmless Buyer and its Affiliates (including the Company and its Subsidiaries) and each of its and their respective members, managers, partners, owners, directors, officers, employees, consultants and permitted assigns (collectively, the “*Buyer Indemnitees*”), to the fullest extent permitted by Law, from and against any losses, claims, damages, payments, penalties, assessments, disbursements, costs and expenses (including interest), liabilities, judgments, awards, settlements, fines, costs of remediation, fees, costs of defense, reasonable attorneys’ fees and expenses, costs of accountants, expert witnesses and other professional advisors, and costs of investigation and preparation of any kind or nature whatsoever (collectively, “*Losses*”) incurred, arising out of or relating to (any of such Losses, a “*Buyer Indemnification Claim*”):

(a) any breach of any of the representations or warranties (in each case, when made) contained in Article III and Article IV or of the certification of a Responsible Officer of Seller delivered to Buyer pursuant to Section 8.2(b)(vii); and

(b) any breach of any of the covenants or agreements of Seller contained in this Agreement.

Section 10.2 Indemnification by Buyer and Company. Subject to the terms of this Article X, Buyer and the Company (following the Closing) and its Subsidiaries shall jointly and severally indemnify, defend and hold harmless Seller and its Affiliates and each of its and their respective members, managers, partners, owners, directors, officers, employees, consultants and permitted assigns (collectively, the “*Seller Indemnitees*” and, together with the Buyer Indemnitees, the “*Indemnitees*”), to the fullest extent permitted by Law, from and against Losses incurred, arising out of or relating to (any of such Losses, a “*Seller Indemnification Claim*”):

(a) any breach of any of the representations or warranties (in each case, when made) contained in Article V or of the certification of a Responsible Officer of Buyer delivered to Seller pursuant to Section 8.2(a)(iv); and

(b) any breach of any of the covenants or agreements of Buyer contained in this Agreement.

Section 10.3 Limitations and Other Indemnity Claim Matters. Notwithstanding anything to the contrary in this Article X or elsewhere in this Agreement, the following terms shall apply to any claim for monetary damages arising out of this Agreement or related to the transactions contemplated hereby:

(a) De Minimis. Seller will not have any liability under Section 10.1(a) (other than with respect to Seller Fundamental Representations and the second sentence of Section 4.17) in respect of any individual claim involving Losses to any Buyer Indemnitee of less than \$100,000 (each, a “*De Minimis Claim*”). For purposes of this Section 10.3(a), Losses arising under similar or related facts or circumstances shall be considered to be a single claim.

(b) Deductible; Cap. Except with respect to any breach of a Seller Fundamental Representation and the second sentence of Section 4.17, Seller will not have any liability under Section 10.1(a) until the Buyer Indemnitees have suffered Losses in excess of one-half of one percent (0.5%) of the Unadjusted Purchase Price in the aggregate (the “*Deductible*”) arising from Claims under Section 10.1(a), and then the recoverable Losses under Section 10.1(a) (other than with respect to Seller Fundamental Representations and the second sentence of Section 4.17) shall be limited to those that exceed the Deductible. The recovery of Losses by any Buyer Indemnitee against Seller pursuant to Section 10.1(a) with respect to (x) representations and warranties that are not Seller Fundamental Representations (after taking into account the Deductible) and (y) the second sentence of Section 4.17, together with all other Losses recovered by other Buyer Indemnitees under Section 10.1(a) with respect to (x) representations and warranties that are not Seller Fundamental Representations (after taking into account the Deductible) and (y) the second sentence of Section 4.17, shall be limited to an aggregate amount equal to one-half of one percent (0.5%) of the Unadjusted Purchase Price. With respect to Losses arising from a breach of the Seller Fundamental Representations, if (i) the Losses the Buyer Indemnitees are entitled to recover for all indemnity claims under Section 10.1(a) (after taking into account the Deductible, as applicable) exceed one-half of one percent (0.5%) of the Unadjusted Purchase Price and (ii) coverage under the R&W Policy has been reasonably exhausted or is otherwise unavailable, the Buyer Indemnitees shall be entitled to recover such Losses from Seller. For the avoidance of doubt, neither this Section 10.3(a) nor any other provision in this Agreement shall in any way restrict the Buyer Indemnitees from obtaining any remedies the Buyer Indemnitees may have against any insurer under the R&W Policy. The recovery of Losses by any Buyer Indemnitee pursuant to Section 10.1(a) with respect to Seller Fundamental Representations, together with all other Losses recovered by other Buyer Indemnitees under Section 10.1(a) with respect to Seller Fundamental Representations, shall be limited to the Unadjusted Purchase Price in the aggregate. Other than with respect to Section 6.1(b)(i) and Section 6.1(c), the recovery of Losses by any Buyer Indemnitee pursuant to Section 10.1(b), together with all other Losses recovered by other Buyer Indemnitees under Section 10.1(b), shall be limited to the Holdback Amount.

(c) Survival; Period for Making Claims.

(i) The representations and warranties of Seller contained in this Agreement, or in any instrument delivered pursuant to this Agreement, the indemnification obligations of Seller under Section 10.1(a), and any other rights arising out of any breach of such representations and warranties, shall survive for twelve (12) months after the Closing Date.

(ii) The covenants of Seller contained in this Agreement, or in any instrument delivered pursuant to this Agreement, (A) that are required to be performed on or before the Closing Date shall terminate twelve (12) months after the Closing and (B) that are required to be performed after the Closing (including Section 6.9 and Section 6.10(b)(iv)) shall survive until fully performed (for clarity, for claims asserted with respect to covenants

after the twelve month anniversary of the Closing Date, the Buyer Indemnitees' sole and exclusive remedy for a breach of any covenant of Seller contained in this Agreement shall be specific performance and no such Buyer Indemnitee shall be entitled to recover any monetary Losses arising therefrom).

(iii) All of the representations and warranties set forth in Article V, the indemnification obligations of Buyer under Section 10.2(a), and any other rights arising out of any breach of such representations and warranties contained in this Agreement shall survive for twelve (12) months after the Closing Date.

(iv) The covenants of Buyer contained in this Agreement, or in any instrument delivered pursuant to this Agreement, the indemnification obligations of Buyer under Section 10.2(b), and any other rights arising out of any breach of such covenants, (A) that are required to be performed on or before the Closing Date shall terminate twelve (12) months after the Closing, and (B) that are required to be performed after the Closing shall survive until fully performed.

(v) Each applicable survival period as determined in accordance with the foregoing clauses (i), (ii), (iii) and (iv) is herein referred to as an "***Expiration Date***."

(vi) Notwithstanding anything in this Section 10.3(c) to the contrary, if a Claim Notice is properly delivered under Section 10.4 before the Expiration Date of any representation, warranty, covenant or indemnity obligation alleging a right to indemnification or defense for Losses arising out of, relating to or attributable to the breach of such representation, warranty, covenant or indemnity obligation, then such representation, warranty, covenant or indemnity obligation shall continue to survive until the claims asserted in such Claim Notice that are based on such breach have been fully and finally resolved. Except as provided in the preceding sentence, no action for a breach of any representation, warranty or covenant contained herein, and no claim for indemnification or other remedies, may be brought after the applicable Expiration Date.

(d) Calculation of Losses. In calculating amounts payable to any Indemnitee for a claim for indemnification hereunder, the amount of any indemnified Losses shall be determined without duplication of any other indemnified Loss and shall be computed net of any payments actually received by the Indemnitee under any third-party insurance policy (other than the R&W Policy) with respect to such Losses.

(e) Sole and Exclusive Remedy; Recourse Against Escrowed Funds.

(i) After the Closing, notwithstanding any other provision of this Agreement to the contrary, except in the case of Fraud, the sole and exclusive remedy of the Buyer Indemnitees and Seller Indemnitees with respect to Claims for Losses or otherwise, including those that are indemnifiable under Sections 10.1 and 10.2, in connection with, arising out of or resulting from the subject matter of this Agreement and the transactions contemplated hereby (including the certificates to be delivered pursuant to Article VIII) shall be in accordance with, and limited solely to indemnification under, the provisions of this Article X and, with respect to Buyer Indemnification Claims, the Escrow Agreement

and the R&W Policy. The rights and remedies granted to Buyer under this Agreement and the R&W Policy are the exclusive rights and remedies against Seller related to any current or future claim under Environmental Law except in the case of Fraud. Except as otherwise provided for under this Agreement, any other Transaction Document and the R&W Policy, Buyer expressly waives, and releases Seller from, any and all other rights and remedies it may have under Environmental Laws against Seller relating to the subject matter of this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby regarding Environmental Law or Releases of Hazardous Substances, whether for contribution, cost recovery, indemnity, or otherwise, except in the case of Fraud. Except as otherwise provided for under this Agreement, any other Transaction Document and the R&W Policy, after the Closing, Buyer and Seller each hereby release, acquit and discharge forever any and all claims and remedies that the Buyer Indemnitees or Seller Indemnitees may have against a Party to this Agreement under applicable Laws or otherwise and agrees to rely solely and exclusively on this Article X to remedy any Losses incurred pursuant to this Agreement and the transactions contemplated hereby except in the case of Fraud.

(ii) Except with respect to any claim for Losses pursuant to Section 10.1(a) with respect to the breach of a Seller Fundamental Representation, Section 6.1(b)(i), Section 6.1(c) or Fraud, Buyer's sole source of recovery shall be the Holdback Amount held in the Escrow Account and the R&W Policy, which shall be the Buyer Indemnitees' sole and exclusive source of funds for satisfaction of all claims by Buyer Indemnitees for Losses that are indemnifiable under this Agreement. For the avoidance of doubt, nothing in this Agreement shall be deemed to limit Buyer's ability to make a claim under the R&W Policy or to limit the insurer's liability thereunder.

(iii) The Buyer Indemnitees shall satisfy any Buyer Indemnified Claims first from the Holdback Amount and second, only if the Holdback Amount has been fully exhausted or released, and subject to the limitations set forth in this Agreement, from Seller.

(iv) Buyer, on its own behalf and on behalf of each other Buyer Indemnitee, hereby covenants forever not to assert, file, prosecute, commence, institute (or sponsor or purposely facilitate any Person in connection with the foregoing), any complaint or lawsuit or any legal, equitable, arbitral or administrative proceeding of any nature, against Seller in connection with any Buyer Indemnification Claim other than any such claims or proceedings in accordance with this Agreement or in the case of Fraud.

(f) Payment for Tax Purposes. For all Tax purposes, the Parties agree to treat (and will cause each of their respective Affiliates to treat) any indemnification payment made under this Article X or any other provision of this Agreement as an adjustment to the Unadjusted Purchase Price, unless otherwise required by applicable Law.

(g) Other Recovery. The provisions of this Article X are not intended to permit duplicate recoveries on the same matters, and in the event that any payment is made under Section 2.4, recovery shall not be available under this Article X in respect of the same matter to the extent of such payment.

(h) Interpretation. For purposes of determining any breach of a representation or warranty for purposes of indemnification pursuant to this Article X or the amount of Losses based upon or resulting from such breach that are the subject matter of a Buyer Indemnification Claim or a Seller Indemnification Claim, each such representation or warranty (other than (A) the definitions of Material Contract, Material Gathering Contract and Material Sales Contract contained in such representations and warranties and (B) the phrase “present fairly, in all material respects” in Section 4.7(b), Section 4.8(b) and Section 4.10(a)(xxi)) shall be read without regard and without giving effect to the term “material” or “Material Adverse Effect” or similar phrases contained in such representation or warranty.

Section 10.4 Indemnification Procedures. All claims for indemnification under Section 6.2(b), Section 10.1 and Section 10.2 shall be asserted and resolved as follows:

(a) In General. For purposes of Section 6.2(b) and this Article X, the term “**Indemnifying Party**” when used in connection with particular liabilities shall mean the Party having an obligation to indemnify any Seller Indemnitees or Buyer Indemnitees, as applicable, with respect to such Losses pursuant to Section 6.2(b) and this Article X, and the term “**Indemnified Party**” when used in connection with particular Losses shall mean the Seller Indemnitees or Buyer Indemnitees, as applicable, having the right to be indemnified with respect to such Losses by Buyer or Seller, as applicable, pursuant to Section 6.2(b) and this Article X.

(b) Claims Procedure. To make a claim for indemnification under Section 6.2(b), Section 10.1 or Section 10.2, an Indemnified Party shall promptly notify after the Indemnified Party has actual knowledge the Indemnifying Party of its claim under this Section 10.4, including the specific details of and specific basis under this Agreement for its claim (the “**Claim Notice**”). In the event that the claim for indemnification is based upon a claim by a Third Party against the Indemnified Party (a “**Third Party Claim**”), the Indemnified Party shall provide its Claim Notice promptly after the Indemnified Party has actual knowledge of the Third Party Claim and shall enclose a copy of all papers (if any) served with respect to the Third Party Claim; *provided that* the failure of any Indemnified Party to give notice of a Third Party Claim as provided in this Section 10.4(b) shall not relieve the Indemnifying Party of its obligations under Section 6.2(b), Section 10.1 and Section 10.2 (as applicable) except to the extent such failure materially prejudices the Indemnifying Party’s ability to defend against the Third Party Claim.

(c) *Third Party Claims.*

(i) In the case of a claim for indemnification based upon a Third Party Claim for any amounts less than the Holdback Amount (less other pending claims) or related to indemnification under Section 10.1(a) solely with respect to Seller Fundamental Representations, the Indemnifying Party shall have thirty (30) days from its receipt of the Claim Notice relating thereto to acknowledge in writing to the Indemnified Party its obligation to indemnify the Indemnified Party against any and all Losses that may result from such Third Party Claim (subject to the limitations and limited recourse set forth in this Article X) and to defend the Indemnified Party against such Third Party Claim at the sole cost and expense of the Indemnifying Party. The Indemnified Party is authorized, prior to and during such thirty (30) day period (or, if earlier, until the Indemnifying Party admits its Losses to defend the Indemnified Party against such Third Party Claim) to file

any motion, answer or other pleading that it shall deem necessary or appropriate to protect its interests or those of the Indemnifying Party and that is not prejudicial to the Indemnifying Party.

(ii) If the Indemnifying Party submits a timely notice pursuant to clause (i) above, it shall have the right and obligation to diligently defend, at its sole cost and expense, the Indemnified Party against such Third Party Claim, and subject to the remainder of this clause (c)(ii), shall have full control of such defense and proceedings, including any compromise or settlement thereof. If requested by the Indemnifying Party, the Indemnified Party agrees to reasonably cooperate, at the Indemnifying Party's expense, in contesting any Third Party Claim which the Indemnifying Party elects to contest. The Indemnified Party may participate in, but not control, at its own expense, any defense or settlement of any Third Party Claim controlled by the Indemnifying Party pursuant to this Section 10.4(c)(ii). If a Proceeding is asserted against both the Indemnifying Party and the Indemnified Party and there are defenses available to the Indemnified Party that are not available to the Indemnifying Party or there is a conflict of interest that renders it inappropriate for the same counsel to represent both the Indemnifying Party and the Indemnified Party, in each case as determined by outside counsel, then the Indemnifying Party shall be responsible for paying for the reasonable costs of separate counsel for the Indemnified Party; *provided, however*, that if there is more than one Indemnified Party, the Indemnifying Party shall not be responsible for paying for more than one separate firm of attorneys to represent the Indemnified Parties, regardless of the number of Indemnified Parties. An Indemnifying Party shall not, without the written consent of the Indemnified Party, settle any Third Party Claim or consent to the entry of any judgment with respect thereto which does not include an unconditional written release of the Indemnified Party from all Losses in respect of such Third Party Claim or which includes relief other than solely money damages covered by the indemnity hereunder.

(iii) If the Indemnifying Party does not admit its Losses against a Third Party Claim or admits its Losses to defend the Indemnified Party against a Third Party Claim, but fails to diligently prosecute, indemnify against or settle the Third Party Claim, then the Indemnified Party shall have the right to defend against and settle the Third Party Claim at the sole cost and expense of the Indemnifying Party (if the Indemnifying Party is determined to have indemnification Losses with respect to such matter), with counsel of the Indemnified Party's choosing.

Section 10.5 No Reliance.

(a) THE REPRESENTATIONS AND WARRANTIES OF SELLER CONTAINED IN ARTICLE III AND ARTICLE IV AND IN ANY TRANSACTION DOCUMENT CONSTITUTE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES OF SELLER TO BUYER IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EXCEPT FOR SUCH REPRESENTATIONS AND WARRANTIES, NO PARTY OR ANY OTHER PERSON MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH PARTY, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR THE COMPANY'S OR ITS SUBSIDIARIES' BUSINESS, ASSETS, LIABILITIES, OPERATIONS,

PROSPECTS OR CONDITION, AND EACH PARTY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER MADE BY SUCH PARTY OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS OR REPRESENTATIVES (INCLUDING, EXCEPT AS DESCRIBED ABOVE, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE NATURE OR EXTENT OF ANY LIABILITIES, THE BUSINESS OR FINANCIAL PROSPECTS, OR THE EFFECTIVENESS OR SUCCESS OF ANY OPERATIONS OF THE COMPANY OR ITS SUBSIDIARIES, THE DISTRIBUTION OF, OR ANY PERSON'S RELIANCE ON, ANY INFORMATION, DISCLOSURE OR OTHER DOCUMENT OR OTHER MATERIAL MADE AVAILABLE TO ANY PARTY IN ANY DATA ROOM, ELECTRONIC DATA ROOM, MANAGEMENT PRESENTATION OR IN ANY OTHER FORM IN EXPECTATION OF, OR IN CONNECTION WITH, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT). EXCEPT FOR SUCH REPRESENTATIONS AND WARRANTIES OR FOR ACTS OF FRAUD, EACH PARTY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, PROJECTION, FORECAST, STATEMENT, OR INFORMATION MADE, COMMUNICATED, OR FURNISHED (ORALLY OR IN WRITING) TO ANY OTHER PARTY OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES (INCLUDING OPINION, INFORMATION, PROJECTION, OR ADVICE THAT MAY HAVE BEEN OR MAY BE PROVIDED TO ANY PARTY OR ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT OR REPRESENTATIVE OF SUCH PARTY OR ANY OF ITS AFFILIATES).

(b) No Party or Person is asserting the accuracy, completeness, or truth of any representation and warranty set forth in this Agreement; rather, the Parties have agreed that should any representation or warranty of any Party prove inaccurate, incomplete or untrue, the other Party shall have the specific rights and remedies herein specified as the exclusive remedy therefor, but that no other rights, remedies or causes of action (whether in law or in equity or whether in contract or in tort or otherwise) are permitted to any Party as a result of the failure, breach, inaccuracy, incompleteness or untruth of any such representation and warranty, or for acts of Fraud. Seller and Buyer each acknowledge and agree that (i) the payment of money, as limited by the terms of this Agreement, shall be adequate compensation for breach of any representation, warranty, covenant or agreement contained herein or for any other claim arising in connection with or with respect to the transactions contemplated by this Agreement and (ii) Buyer and Seller hereby waive any and all rights to rescind, reform, cancel, terminate, revoke or void this Agreement or any of the transactions contemplated hereby; *provided, however*, that if the Closing has occurred, each Party shall have the non-exclusive right to specific performance and other equitable remedies available at law or equity (including injunctive relief) for the breach or failure of the other Party to perform its obligations hereunder required to be performed after Closing.

Section 10.6 Holdback Amount

(a) If the Closing occurs, the Holdback Amount shall be held by the Escrow Agent in escrow in accordance with the terms of the Escrow Agreement. If at any time on or prior to the Holdback Deadline, Buyer delivers to Seller and the Escrow Agent a Claim Notice that Buyer is entitled under Section 10.1 to indemnity, payment and reimbursement from the Holdback Amount for any alleged damages, Seller shall, within seven (7) days after the receipt of any such Claim

Notice, deliver to Buyer and the Escrow Agent (i) written instructions instructing the Escrow Agent to disburse to Buyer from the Holdback Amount an amount equal to all or a stipulated amount of such alleged damages set forth in such Claim Notice to such account(s) as Buyer designates in such Claim Notice, (ii) a notice that Seller disputes that Buyer Indemnitees are entitled to indemnity, payment and reimbursement of all or any portion (which shall be stipulated in Seller's notice) of the amount of the alleged damages in Buyer's Claim Notice, or (iii) any combination of the foregoing. Timely delivery of Seller's notice stipulating that Seller disputes any portion of the amount of damages to which Buyer claims the Buyer Indemnitees are entitled shall constitute notice that such amount in dispute shall not be released by the Escrow Agent to Buyer and that the Escrow Agent shall continue to hold such amount in the Holdback Amount until the dispute has been resolved in accordance with this Agreement. The Parties agree that, for all U.S. federal, state and local income tax purposes, any interest or other income earned with respect to the Holdback Amount shall be treated as income of Seller, and no Party shall (or permit its Affiliates to) take any position or action inconsistent with such treatment.

(b) If Seller either (i) timely delivers to Buyer and Escrow Agent a notice that Seller does not dispute any of the alleged damages specified in Buyer's Claim Notice or Seller fails to timely deliver a notice to Buyer and the Escrow Agent in response to a Buyer's Claim Notice, or (ii) timely delivers a notice to Buyer and the Escrow Agent that it disputes only a portion of the damages alleged in Buyer's Claim Notice, then the Parties shall promptly (but in no event later than five (5) Business Days after such occurrence) execute and deliver to the Escrow Agent joint written instructions authorizing the Escrow Agent to disburse to Buyer (A) in the case of subpart (i) of this Section 10.6(b), the entire amount of the alleged damages specified in the applicable Claim Notice and (B) in the case of subpart (ii) of this Section 10.6(b), the amount of the alleged damages specified in such Seller's notice that are not in dispute.

(c) Promptly after the Holdback Deadline (but in no event more than five (5) Business Days thereafter), the Parties shall deliver to the Escrow Agent joint instructions authorizing the Escrow Agent to disburse to Seller from the Holdback Amount the amount, if any, equal to the remainder of (i) the Holdback Amount and all interest accrued thereon *minus* (ii) all the undisbursed or unpaid alleged damages asserted by Buyer in any and all applicable unresolved Claim Notices delivered to Escrow Agent by Buyer.

(d) From and after the Holdback Deadline, upon resolution of each such dispute of Buyer Indemnitee's entitlement to such damages from the Holdback Amount in accordance with the terms hereof, the Parties shall execute and deliver joint written instructions to the Escrow Agent for the release from the Holdback Amount and all interest accrued thereon (i) to Buyer of any amounts to which Buyer is entitled upon resolution of such dispute and (ii) to Seller all remaining undisputed amounts.

Section 10.7 Disclaimer. WITHOUT DIMINISHING THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN ARTICLE III AND ARTICLE IV OR IN ANY OTHER TRANSACTION DOCUMENT, BUYER ACKNOWLEDGES THAT: (a) THE ASSETS OWNED BY THE COMPANY AND ITS SUBSIDIARIES HAVE BEEN USED FOR HYDROCARBON MIDSTREAM OPERATIONS AND PHYSICAL CHANGES IN SUCH ASSETS AND IN THE LANDS BURDENED THEREBY MAY HAVE OCCURRED AS A RESULT OF SUCH USES; (b) SUCH ASSETS INCLUDE ABOVE-GROUND AND BURIED

PIPELINES AND OTHER EQUIPMENT, THE LOCATIONS OF WHICH MAY NOT BE READILY APPARENT BY A PHYSICAL INSPECTION OF SUCH ASSETS OR THE LANDS BURDENED THEREBY; AND (c) THE ASSETS HAVE BEEN USED FOR THE TRANSPORTATION AND PROCESSING OF OIL AND GAS AND THAT THERE MAY BE PETROLEUM, WASTES OR OTHER SUBSTANCES OR MATERIALS LOCATED IN, ON OR UNDER OR ASSOCIATED WITH THE ASSETS; NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF PIPE, MATERIALS AND EQUIPMENT AS SCALE, OR IN OTHER FORMS; THE EQUIPMENT INCLUDED IN THE ASSETS MAY CONTAIN ASBESTOS, NORM AND OTHER WASTES OR REGULATED SUBSTANCES; NORM-CONTAINING MATERIAL OR OTHER WASTES OR REGULATED SUBSTANCES MAY HAVE COME IN CONTACT WITH VARIOUS ENVIRONMENTAL MEDIA, INCLUDING WITHOUT LIMITATION, WATER, SOILS OR SEDIMENT; AND SPECIAL PROCEDURES MAY BE REQUIRED FOR THE ASSESSMENT, REMEDIATION, REMOVAL, TRANSPORTATION OR DISPOSAL OF ENVIRONMENTAL MEDIA, WASTES, ASBESTOS, NORM AND OTHER REGULATED SUBSTANCES FROM THE ASSETS.

ARTICLE XI MISCELLANEOUS

Section 11.1 Governing Law. This Agreement, and any and all rights, obligations or claims arising out of or in relation to it, shall be governed by and construed and interpreted in accordance with the Laws of the State of Delaware, without giving effect to any conflicts of law principles (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

Section 11.2 Consent to Jurisdiction. The Parties irrevocably submit to the exclusive jurisdiction of (i) the Delaware Court of Chancery, and (ii) any state appellate court therefrom within the State of Delaware (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), for the purposes of any Proceeding arising out of or relating to this Agreement or the transactions contemplated hereby (and each agrees that no such Proceeding relating to this Agreement or the transactions contemplated hereby shall be brought by it except in such courts). The Parties irrevocably and unconditionally waive (and agree not to plead or claim) any objection to the laying of venue of any Proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in (A) the Delaware Court of Chancery, or (B) any state appellate court therefrom within the State of Delaware (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) or that any such Proceeding brought in any such court has been brought in an inconvenient forum. Each Party also agrees that any final and non-appealable judgment against a Party in connection with any Proceeding shall be conclusive and binding on such Party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence. This consent to jurisdiction is being given solely for purposes of this Agreement and is not intended to confer, and shall not confer, consent to jurisdiction with respect to any other dispute in which a Party to this Agreement may become involved.

Section 11.3 Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION, PROCEEDING OR COUNTERCLAIM ARISING IN WHOLE OR IN PART UNDER, RELATED TO, BASED ON, OR IN CONNECTION WITH, THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS Section 11.3 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

Section 11.4 Amendment and Modification. This Agreement may be amended, superseded, cancelled, modified or supplemented only by written agreement of the Parties.

Section 11.5 Waiver of Compliance; Consents. Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, covenant, agreement or condition in this Agreement may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 11.6 Notices. Any notice, demand or communication required or permitted under this Agreement shall be in writing and delivered personally, by reputable overnight delivery service or other courier or by certified mail, postage prepaid, return receipt requested, or by e-mail, and shall be deemed to have been duly given (a) as of the date of delivery if delivered personally or by overnight delivery service or other courier, or by e-mail, or (b) on the date receipt is acknowledged if delivered by certified mail, addressed as follows; *provided* that a notice of a change of address shall be effective only upon receipt thereof:

If to Seller to:

Discovery DJ Holdco, LLC
7589 Walnut Hill Lane, Suite 335
Dallas, Texas 75230
Attention: Drew Chambers
Email: drew@discoverymidstream.com

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

Vinson & Elkins LLP
1001 Fannin St., Suite 2500
Houston, Texas 77002
Attention: John Grand
Email: jgrand@velaw.com

If to Buyer to:

AMHC, LLC
c/o The Williams Companies, Inc.
One Williams Center,
Tulsa, Oklahoma 74172
Attention: Senior Vice President, Corporate Strategic Development
Email: chad.zamarin@williams.com

AMHC, LLC
c/o Kohlberg Kravis Roberts & Co. L.P.
2800 Sandhill Road, Suite 200
Menlo Park, California 94025
Attention: Brandon Freiman and James Cunningham
Email: Brandon.Freiman@kkcr.com; James.Cunningham@kkcr.com

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

The Williams Companies, Inc.
One Williams Center
Tulsa, Oklahoma 74172-0172
Attention: General Counsel
E-mail: lane.wilson@williams.com

Gibson, Dunn & Crutcher LLP
1801 California Street, Suite 4200
Denver, CO 80202
Attention: Steven K. Talley
E-mail: stalley@gibsondunn.com

Simpson Thacher & Bartlett LLP
600 Travis Street, Suite 5400
Houston, Texas 77002
Attention: M. Breen Haire
E-mail: breen.haire@stblaw.com

Section 11.7 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. Neither Party may assign or transfer this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the other Party; *provided, however*, that without the consent of Seller, the Buyer may, without relieving the Buyer from its liabilities or obligations hereunder, unless reasonably expected to impede or delay Closing, (a) assign this Agreement, and its rights and obligations hereunder, to one or more of its Affiliates, (b) grant any of its or its Affiliates' lenders a security interest in any or all of its rights hereunder and such lenders shall have the right to enforce all rights of the Buyer under this Agreement (or otherwise make a collateral assignment to such lenders), or (c) after Closing, assign all or any portion of its rights hereunder to any purchaser or

successor of the Buyer (in each case, whether by merger, purchase of equity interests, purchase of assets or otherwise). Any attempted assignment or transfer in violation of this Agreement shall be null, void and ineffective.

Section 11.8 Third Party Beneficiaries. Nothing in this Agreement shall entitle any Person other than Buyer and Seller to any claim, cause of action, remedy or right of any kind, except the rights expressly provided to the Persons described in Section 6.2, Section 6.4, Article X, and Section 11.16, in each case, only to the extent such rights are exercised or pursued, if at all, by Seller or Buyer acting on behalf of such Person (which rights may be exercised in the sole discretion of the applicable Party hereunder). Notwithstanding the foregoing: (i) the Parties reserve the right to amend, modify, terminate, supplement, or waive any provision of this Agreement or this entire Agreement without the consent or approval of any other Person and (ii) no Party hereunder shall have any direct liability to any permitted third-party beneficiary, nor shall any permitted third-party beneficiary have any right to exercise any rights hereunder for such third-party beneficiary's benefit except to the extent such rights are brought, exercised and administered by a Party hereto.

Section 11.9 Entire Agreement. Except for the Confidentiality Agreements, this Agreement (including the Exhibits and Schedules hereto) and the other Transaction Documents constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both oral and written, between the Parties with respect to such subject matter.

Section 11.10 Severability. Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 11.11 Representation by Counsel. Each Party agrees that it has been represented by independent counsel of its choice during the negotiation and execution of this Agreement and the documents referred to herein, and that it has executed the same upon the advice of such independent counsel. Each Party and its counsel cooperated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto shall be deemed the work product of both Parties and may not be construed against either Party by reason of its preparation. Therefore, the Parties waive the application of any Law providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

Section 11.12 Disclosure Schedules. The inclusion of any information (including dollar amounts) in any Section of the Seller Disclosure Schedule or the Buyer Disclosure Schedule shall not be deemed to be an admission or acknowledgment by Seller or Buyer, as applicable that such information is required to be listed on such Section of the Seller Disclosure Schedule or the Buyer Disclosure Schedule or is material to or outside the ordinary course of the business of Seller or the

Company or Buyer, as applicable. For purposes of the representations and warranties of the Seller or Buyer contained herein, disclosure in any Section of the Seller Disclosure Schedule or the Buyer Disclosure Schedule, as applicable, of any facts or circumstances shall be deemed to be a response and disclosure of such facts or circumstances with respect to the representations or warranties by such Party corresponding to such Section of this Agreement and to any other representation or warranty to the extent that the applicability of such disclosure is reasonably apparent on its face. The information contained in this Agreement, the Exhibits and the Schedules is disclosed solely for purposes of this Agreement, and no information contained in this Agreement, the Exhibits or the Schedules shall be deemed to be an admission by any Party to any third Person of any matter whatsoever (including any violation of a legal requirement or breach of contract) or otherwise imply that any such matter, information or item is material or creates a measure for materiality for the purposes of this Agreement.

Section 11.13 Facsimiles; Counterparts. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document. Either Party's delivery of any executed counterpart signature page by facsimile (or electronic .pdf format transmission) is as effective as executing and delivering this Agreement in the presence of the other Party, and such signature shall be deemed binding for all purposes hereof, without delivery of an original signature being thereafter required.

Section 11.14 Privileged Communications. As to all communications among Vinson & Elkins L.L.P., on the one hand, and Seller, the Company, its Subsidiaries, or their Affiliates and representatives, on the other hand, that concern and/or regard the transactions contemplated by this Agreement that constitute attorney-client privileged communications or are otherwise privileged under applicable Law (collectively, the "***Privileged Communications***"), the privilege and the expectation of client confidence belongs to Seller and may be controlled by Seller and shall not pass to or be claimed by Buyer, the Company and its Subsidiaries or any of their respective Affiliates. The Privileged Communications are the property of Seller, and from and after the Closing Date, none of Buyer, the Company and its Subsidiaries or any of their respective Affiliates, nor any Person purporting to act on behalf of Buyer, the Company and its Subsidiaries or any of their respective Affiliates will seek to obtain such Privileged Communications, whether by seeking a waiver of the privilege or through other means. As to any such Privileged Communications prior to the Closing Date, none of Buyer, the Company and its Subsidiaries or any of their respective Affiliates, successors or assigns, may disclose, use or rely on any of the Privileged Communications after the Closing; *provided, however*, the foregoing shall not restrict the ability of Buyer, the Company and its Subsidiaries or any of their respective Affiliates to challenge the fact that any communication is a Privileged Communication (other than as a result of Buyer becoming the owner of the Acquired Interests). The Privileged Communications may be used by Seller and its respective Affiliates in connection with any dispute that relates in any way to the transactions contemplated by this Agreement. Notwithstanding the foregoing, in the event that a dispute arises between Buyer, the Company and its Subsidiaries and a third Person (other than a Party to this Agreement or any of such Party's respective Affiliates) after the Closing, the Company and its Subsidiaries may assert the privilege to prevent disclosure of the Privileged Communications to such third Person; *provided, however*, that the Company may not, unless required by applicable Law, waive such privilege without the prior written consent of Seller.

Section 11.15 Certain Waivers. Buyer, the Company and its Subsidiaries agree, on their own behalf and on behalf of the other Buyer Indemnitees (including the Company and its Subsidiaries following Closing) that, following the Closing, Vinson & Elkins L.L.P. may serve as counsel to Seller and its Affiliates in connection with any matters related to this Agreement and the transactions contemplated hereby, including any dispute arising out of or relating to this Agreement and the transactions contemplated hereby, notwithstanding any representation by Vinson & Elkins L.L.P. of the Company and its Subsidiaries prior to the Closing Date. Buyer, the Company, and their respective Subsidiaries hereby (a) consents to Vinson & Elkins L.L.P.'s representation of Seller and its Affiliates in connection with any matters related to this Agreement and the transactions contemplated hereby, and (b) waives any claim it has or may have that Vinson & Elkins L.L.P. has a conflict of interest or is otherwise prohibited from engaging in such representation of Seller.

Section 11.16 Affiliate Liability. Except for the indemnification obligations set forth in (and as limited by) Article X, no Non-Recourse Party shall have any liability or obligation to any Party hereto or any Indemnitee of any nature whatsoever in connection with or under this Agreement, or the transactions contemplated herein or therein, and each Party, for itself and on behalf of the Buyer Indemnitees or the Seller Indemnitees, as applicable, hereby waives and releases all claims of any such liability and obligation. This Agreement may only be enforced against, and any dispute, controversy, matter or claim based on, related to, or arising out of this Agreement, or the negotiation, performance, or consummation of this Agreement, may only be brought against, the entities that are expressly named as Parties, and then only with respect to the specific obligations set forth herein with respect to such Party. Each Non-Recourse Party is expressly intended as a third-party beneficiary of this Section 11.16.

Section 11.17 Specific Performance. Each Party hereby acknowledges and agrees that the rights of each Party to consummate the transactions contemplated hereby are special, unique and of extraordinary character and that, except as otherwise provided in Section 9.2, if any Party violates or fails or refuses to perform any covenant or agreement made by such Party herein, the non-breaching Party, subject to the terms hereof and in addition to any remedy at Law for damages or other relief permitted under this Agreement, may (at any time prior to the valid termination of this Agreement pursuant to Article IX) institute and prosecute an action in any court of competent jurisdiction to enforce specific performance of such covenant or agreement or seek any other equitable relief, without the necessity of proving actual damages or posting of a bond.

Section 11.18 Time is of the Essence. This Agreement contains a number of dates and times by which performance or exercise of rights is due, and the Parties agree that time is of the essence in this Agreement.

Section 11.19 Damages Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO PERSON SHALL BE ENTITLED TO PUNITIVE, OR, PRIOR TO CLOSING, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND EACH OF BUYER AND SELLER, FOR ITSELF AND ON BEHALF OF THE SELLER INDEMNITEES AND THE BUYER INDEMNITEES, RESPECTIVELY, HEREBY EXPRESSLY WAIVES ANY RIGHT TO PUNITIVE, OR, PRIOR TO CLOSING, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OTHER THAN ANY SUCH DAMAGES

SUFFERED BY ANY THIRD PARTY FOR WHICH RESPONSIBILITY IS ALLOCATED AMONG THE PARTIES UNDER THE TERMS HEREOF. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION 11.19 SHALL LIMIT A PARTY'S RIGHT TO RECOVER CONSEQUENTIAL OR EXEMPLARY DAMAGES FROM AND AFTER CLOSING.

[Signature page follows]

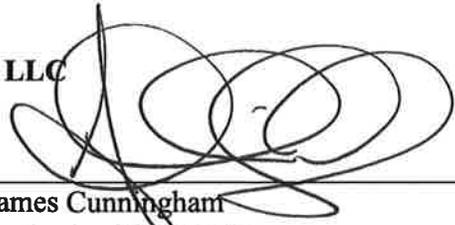
IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its respective duly authorized officers as of the date first above written.

DISCOVERY DJ HOLDCO, LLC

By: DISCOVERY DJ HOLDINGS, LLC, in
its capacity as sole member

By: 
Name: Drew Chambers
Title: Co-Chief Executive Officer

AMHC, LLC

A handwritten signature in black ink, consisting of several overlapping loops and a vertical stroke, positioned above a horizontal line.

By:

Name: James Cunningham

Title: Authorized Signatory

EXHIBIT A
DEFINITIONS

“*Accounting Firm*” is defined in Section 2.4(c).

“*Acquired Claims*” means any and all unexpired warranties, claims, rights, or causes of action that Seller, the Company or any of its Subsidiaries may have against third parties that relate to the System, Permits, Easements, Real Property, Material Contracts, other Assets or the Business.

“*Acquired Interests*” is defined in the recitals of this Agreement.

“*Adjusted Purchase Price*” is defined in Section 2.2.

“*Affiliate*” means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a specified Person; *provided, however,* that notwithstanding anything in the foregoing to the contrary, (a) the Company and its Subsidiaries shall be considered Affiliates of Seller prior to Closing and Affiliates of Buyer after Closing, (b) TPG Holdings II, LP and TPG Holdings III, LP, their associated funds and any of their affiliates and operating and portfolio companies (other than Parent, Seller, the Company and their Subsidiaries) shall not be Affiliates of Parent, Seller or the Company or their Subsidiaries (other than for purposes of the Mutual Release, Section 2.4(a)(i), Section 6.1(c), Section 11.16, Section 4.17 and the definitions of Seller Indemnitees, Non-Recourse Party and Company Transaction Costs) and (c) Kohlberg Kravis Roberts & Co. L.P., its associated funds and any of their affiliates and operating or portfolio companies shall not be Affiliates of Buyer or, after Closing, the Company or its Subsidiaries (other than for purposes of the Mutual Release, Section 11.16 and the definitions of Buyer Indemnitees and Non-Recourse Party). A Person shall be deemed to control another Person if such first Person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise. For the avoidance of doubt, Williams shall be deemed to be an Affiliate of Buyer for all purposes hereof.

“*Affiliate Transaction*” is defined in Section 4.17.

“*Agreement*” is defined in the preamble to this Agreement.

“*Annual Financial Statements*” is defined in Section 4.7(a).

“*Anti-Bribery Laws*” means anti-bribery and anti-corruption Laws applicable to the Company or its Subsidiaries or their respective operations from time to time, including without limitation (i) the U.S. Foreign Corrupt Practices Act of 1977 (as amended), (ii) the United Kingdom Bribery Act, (iii) anti-bribery legislation promulgated by the European Union and implemented by its member states, and (iv) legislation adopted in furtherance of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

“*Anti-Money Laundering Laws*” means anti-money laundering-related Laws applicable to the Company or its Subsidiaries or their respective operations from time to time, including without limitation (i) the EU Anti-Money Laundering Directives and any laws, decrees,

administrative orders, circulars, or instructions implementing or interpreting the same, and (ii) the applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended.

“**Assets**” means all of the assets, properties, rights and interests owned, leased, used or useable, or under construction by Seller, the Company and its Subsidiaries, or any of their respective Affiliates in connection with the System or the Business, including the following (whether or not the following are owned or held by the Company or its Subsidiaries on the Execution Date):

- (a) the System;
- (b) all pipelines (including pipelines under construction), equipment, compression assets, treatment and processing facilities (including any plant or other facility under construction), storage facilities, rights-of-way, easements and other real property or tangible personal property held by the Company or any of its Subsidiaries in connection with the System;
- (c) the Real Property (other than the Easements) and tangible personal property that is owned in fee or leased by the Company or its Subsidiaries, including the Company’s office leases in Dallas, Texas and Colorado Springs, Colorado, the Company’s field office in Brighton, Colorado and all personal property associated therewith;
- (d) the Easements;
- (e) the Permits;
- (f) the Material Contracts and all other Contracts (i) to which the Company, its Subsidiaries or any of the Assets is bound; (ii) that are used in the Business; or (iii) that are reasonably necessary to own and operate the System and to gather, compress, condition and deliver crude oil, gas or Hydrocarbons by means of the System;
- (g) all machinery, equipment and other inventory held by Seller, the Company or any of its Subsidiaries, or any of their respective Affiliates for future use in the Business, including compressors, pipe and other personal property;
- (h) the Acquired Claims; and
- (i) any and all performance and surety bonds securing performance by the Company or any of its Subsidiaries.

“**Assignment of Interests**” is defined in Section 8.2(a)(iii).

“**Balance Sheet Date**” means May 31, 2018.

“**Breaching Party**” means a Party who, at the time in question, is in Willful Breach, if (but only if), at such time in question, (i) all conditions precedent to the obligations of such Party to close the transactions contemplated by this Agreement as set forth in the applicable Sections of Article VII (a) have been satisfied (or waived in writing by such Party) other than those conditions

that can only be satisfied at the Closing, but subject to the other Party being ready, willing and able to satisfy such conditions at such time in question or (b) would have been fulfilled or satisfied except solely due to the Willful Breach by such Party and (ii) the other Party has irrevocably confirmed in writing three (3) Business Days prior to such time that it stands ready, willing and able to consummate the Closing subject only to the Party in Willful Breach satisfying its obligations to effect the Closing.

“**Business**” means the ownership and operation by the Company and its Subsidiaries of the Assets and other activities conducted by the Company and its Subsidiaries that are incidental thereto, including the development and construction of Assets.

“**Business Day**” means any day that is not a Saturday, Sunday or other day on which commercial banks in Dallas, Texas are authorized or obligated to be closed by applicable Laws.

“**Buyer**” is defined in the preamble to this Agreement.

“**Buyer Disclosure Schedule**” means the disclosure schedule to this Agreement prepared by Buyer and delivered to Seller on the Execution Date.

“**Buyer Indemnification Claim**” is defined in Section 10.1.

“**Buyer Indemnitees**” is defined in Section 10.1.

“**Claim Notice**” is defined in Section 10.4(b).

“**Closing**” is defined in Section 8.1.

“**Closing Date**” is defined in Section 8.1.

“**Closing Debt Adjustment Amount**” means an amount equal to (i) the Effective Time Debt Amount, plus (ii) any early termination, acceleration or breakage fees or penalties incurred in respect of the retirement of any Debt of the Company and its Subsidiaries, including all Debt to be paid or repaid at Closing.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Company**” is defined in the recitals of this Agreement.

“**Company Transaction Costs**” means all of the following: (a) to the extent paid by the Company or its Subsidiaries after the Effective Time, all investment banking, accounting, legal and other fees, costs and expenses incurred by the Company or any of its Subsidiaries in connection with the preparation for, negotiating or consummation of the transactions contemplated by this Agreement and the other Transaction Documents, (b) to the extent paid by the Company or its Subsidiaries after the Effective Time, all fees and expenses associated with any electronic data room maintained in connection with the transactions contemplated hereby, (c) to the extent paid by the Company or its Subsidiaries after the Effective Time, all transaction fees, expenses or other amounts that are or may become payable under any advisory, consulting, management or similar agreement entered into with the Seller or its Affiliates, (d) Severance Obligations, transaction

bonuses, retention payments, change in control payments or similar amounts paid to directors, officers, employees, consultants, agents or service providers and the employer portion of payroll taxes therein, (e) expenses of the D&O tail insurance policy pursuant to Section 6.4(b) and (f) employer portion of any payroll taxes on stock options or other compensatory employee payments as a result of the transactions contemplated by this Agreement.

“**Confidentiality Agreement**” means (i) the Williams Confidentiality Agreement and (ii) the KKR Confidentiality Agreement.

“**Consents**” is defined in Section 3.4.

“**Consolidated Group**” means any affiliated, combined, consolidated, unitary or similar group with respect to any Taxes, including any affiliated group within the meaning of Section 1504 of the Code electing to file consolidated federal income Tax Returns and any similar group under foreign, state or local law.

“**Contract**” means any agreement, lease, license, note, evidence of indebtedness, mortgage, security agreement, contract, subcontract, commitment, bond, arrangement, understanding, promise, undertaking, instrument or other legally binding arrangement, whether written or oral (other than Easements, Real Property Leases or other instruments evidencing an interest in real property).

“**Credit Agreement**” means that certain Credit Agreement dated as of October 25, 2017 by and among the Company, Seller and the lenders from time to time party thereto.

“**Creditors’ Rights**” is defined in Section 3.2(b).

“**De Minimis Claim**” is defined in Section 10.3(a).

“**Debt**” of any Person means (a) all indebtedness for borrowed money (including all principal, accrued interest, premiums, penalties, termination fees or breakage fees but excluding trade accounts payable incurred in the ordinary course of business), (b) indebtedness evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security, (c) indebtedness for borrowed money secured by a Lien on assets or properties of such Person, (d) any obligation to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, which such obligation is classified as a capital lease on the Financial Statements, (e) all outstanding obligations of such Person to make payments in respect of letters of credit, surety or other bonds and similar instruments (for clarity, the existence of a letter of credit, surety or other bond shall not be considered Debt except to the extent such Person has an outstanding payment obligation thereunder), or (f) direct or indirect guarantees with respect to any indebtedness or other obligation of any other Person of a type described in clauses (a) through (e) above; *provided* that Debt shall not include any derivatives or asset retirement obligations.

“**Deductible**” is defined in Section 10.3(a).

“**Deposit**” is defined in Section 2.3(a).

“Easements” means easements, rights-of-way, permits, servitude, licenses, surface use agreements, surface leases and other leasehold estates, other agreements to use the surface associated with the System and similar rights related to real property held or used by the Company or any of its Subsidiaries.

“Effective Time” means 11:59 p.m. Central Time on May 31, 2018.

“Effective Time Cash Amount” shall mean all cash and cash equivalents of the Company and its Subsidiaries as of the Effective Time (including any restricted cash and restricted cash equivalents).

“Effective Time Debt Amount” means the amount of Debt of the Company and its Subsidiaries outstanding as of the Effective Time.

“Environmental Laws” means any and all Laws, regulations or rules of common law or orders of any Governmental Authority pertaining to prevention of pollution, protection of the environment (including natural resources), remediation of contamination (including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.) and workplace and public health and safety (to the extent relating to exposure to Hazardous Substances).

“Equity Distribution” is defined in Exhibit D.

“Equity Interests” means the equity ownership rights in a business entity, whether a corporation, company, joint stock company, limited liability company, general or limited partnership, joint venture, bank, association, trust, trust company, land trust, business trust, sole proprietorship, or other business entity or organization, and whether in the form of capital stock, partnership or membership interests or units (whether general or limited), and any other interest or participation that confers on a Person the right to receive a share of the profits and/or losses of, or distribution of assets of, the issuing entity.

“Equity Securities” means (a) Equity Interests, (b) subscriptions, calls, warrants, options, or commitments or other rights of any kind or character relating to, or entitling any Person to acquire, any Equity Interests, and (c) securities or other instruments or rights convertible into or exercisable or exchangeable for Equity Interests.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Escrow Account” has the meaning set forth in the Escrow Agreement.

“Escrow Agent” means Wells Fargo Bank, N.A., or any successor thereto.

“Escrow Agreement” means that certain Escrow Agreement dated as of the Execution Date by and among Buyer, Seller and the Escrow Agent, as may be amended from time to time.

“Estimated Settlement Statement” is defined in Section 2.4(b).

“Execution Date” is defined in the preamble to this Agreement.

“Expiration Date” is defined in Section 10.3(c).

“Export Control Laws” means the U.S. Export Administration Act, U.S. Export Administration Regulations, U.S. Arms Export Control Act, U.S. International Traffic in Arms Regulations, and their respective implementing rules and regulations and other similar export control Laws or restrictions applicable to the Company or its Subsidiaries or their respective operations from time to time.

“Final Settlement Statement” is defined in Section 2.4(c).

“Financial Statements” are defined in Section 4.7(a).

“Fraud” means, with respect to a Party, a false statement made by such Party with respect to the representations and warranties contained in this Agreement or the other Transaction Documents with Knowledge or the actual belief that such statement is false and with the intent to induce another Party to enter into this Agreement or to act in reliance upon the false statement which causes that Party, in reliance upon such false statement, to enter into or consummate this Agreement and to take action and suffer Loss by reason of such reliance.

“GAAP” means generally accepted accounting principles in the United States of America.

“Governance Record” means the minute books of the Company and each of its Subsidiaries and any resolutions, written consents or similar actions of the sole or managing member, board of directors or managers, or similar governing body of each of the Company and its Subsidiaries.

“Governmental Authority” means any executive, legislative, judicial (including any grand jury), regulatory or administrative agency, body, commission, department, board, court, tribunal, arbitration body (whether public or private) or authority of the United States or any foreign country, or any state, local, tribal or other governmental or political subdivision thereof.

“Hazardous Substances” means each substance, waste or material regulated, defined, designated or classified as hazardous or toxic, pollutant or contaminant, or any other term of similar import, under any Environmental Law, or that would otherwise reasonably be expected to result in liability under any Environmental Law, including petroleum, petroleum products, natural gas, natural gas liquids, polychlorinated biphenyls, NORM, asbestos and asbestos-containing materials; *provided* that the term Hazardous Substances shall be deemed not to include petroleum, petroleum products, natural gas or natural gas liquids that have not been Released or threatened to be Released into the indoor or outdoor environment.

“Holdback Amount” means an amount equal to one percent (1.0%) of the Unadjusted Purchase Price.

“Holdback Deadline” means the date that is twelve-(12) months after the Closing Date.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“**Hydrocarbon**” means oil, gas, condensate, or other liquid, gaseous hydrocarbons, or any combination thereof or products therefrom.

“**Income Taxes**” means any U.S. federal, state or local or foreign income Tax or Tax based on profits (including franchise Taxes and any capital gains and net worth taxes), net profits, margin, revenues or similar measure.

“**Indemnified Party**” is defined in Section 10.4(a).

“**Indemnifying Party**” is defined in Section 10.4(a).

“**Indemnitees**” is defined in Section 10.2.

“**Insurance Policies**” is defined in Section 4.16.

“**Intellectual Property**” means all United States and foreign: (a) patents and patent applications, including all reissuances, continuations, continuations-in-part, divisions, supplementary protection certificates, extensions and re-examinations thereof; (b) trademarks, service marks, logos, designs, trade names, trade dress, Internet domain names, social media identifiers and other source indicators, and registrations and applications therefore, including the associated goodwill therewith; (c) copyrights, other rights in copyrightable works of authorship and registrations and applications therefore; and (d) trade secrets, know-how, and other confidential and proprietary information.

“**Interim Financial Statements**” is defined in Section 4.7(a).

“**Joint Venture**” is defined in Section 6.21.

“**KKR**” means Kohlberg Kravis Roberts & Co. L.P.

“**KKR Confidentiality Agreement**” means that certain Confidentiality Agreement, dated April 25, 2018, between Parent and KKR as amended, modified or supplemented from time to time.

“**Knowledge**” means (a) with respect to Seller, the actual knowledge of Mike Davis, Steven Meisel, Drew Chambers or Daniel Sailors and (b) with respect to Buyer, the actual knowledge of Andrew Peisch and Daniel Drew.

“**Law**” means any law, statute, code, ordinance, order, rule, rule of common law, regulation, judgment, decree, injunction, franchise, permit, certificate, license or authorization of any Governmental Authority.

“**Leased Real Property**” means all interests in real property leased, licensed or used pursuant to any written or oral agreement, in each case, by the Company or any of its Subsidiaries.

“**Lien**” means any mortgage, deed of trust, pledge, adverse or other claim, option, right, charge, right of way, production payment, easement, building or use restriction, restriction on transfer, burden, right of purchase, preemptive right, right of a vendor under any title retention or conditional sale agreement, right of first refusal or similar right or restriction, security interest,

encumbrance or lien, or lease or other arrangement substantially equivalent thereto or other similar property interest or encumbrance, option or default in title.

“**Losses**” is defined in Section 10.1.

“**Material Adverse Effect**” when used with respect to the Company and its Subsidiaries, means any effect, event, change, result, occurrence, fact, circumstance or development (whether or not foreseeable or known as of the date of the Closing or covered by insurance) that, individually or in the aggregate with any such other effects, events, changes, occurrences, facts, circumstances or developments, is or would reasonably be expected to be materially adverse to (a) the businesses, operations, assets, liabilities, properties, financial condition or results of operations of the Company and its Subsidiaries taken as a whole or (b) the ability of Seller to consummate any transaction contemplated by this Agreement or any Transaction Documents; *provided, however*, that “Material Adverse Effect” shall not include any effect, event, change, occurrence, fact, circumstance or development, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Company and its Subsidiaries operate, including prices for oil, natural gas or other commodities or for the raw material inputs and end products used or produced by the Company and its Subsidiaries; (iii) any changes in financial or securities markets in general and any fluctuations in currency exchange rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism (including cyberterrorism), or the escalation or worsening thereof; (v) acts of God, earthquakes, any weather-related or other force majeure event or natural disasters; (vi) any action expressly required by this Agreement; (vii) any changes in applicable Laws or accounting rules, including GAAP or regulatory accounting requirements or interpretations thereof; (viii) the public announcement, pendency or completion of the transactions contemplated by this Agreement; (ix) any effect resulting from any action taken by Buyer or any Affiliate of Buyer; or (x) action taken by Seller or any Affiliate of Seller at Buyer’s written request; *provided, further*, that any effect, event, change, result, occurrence, fact, circumstance or development referred to in the immediately preceding clauses (i), (ii), (iii), (iv), (v) and (vii) will be taken into account for purposes of determining whether there has been a Material Adverse Effect to the extent such effect, event, change, result, occurrence, fact, circumstance or development adversely affects the Company and its Subsidiaries in a disproportionately adverse manner relative to other companies operating in the industries and the areas in which the Company and its Subsidiaries operate, and then only such disproportionate impact shall be considered.

“**Material Contracts**” is defined in Section 4.10(b).

“**Material Gathering Contract**” means each gathering, treating, transportation, storage, interconnection, construction, compression, connection, disposing (including water disposal), handling, marketing or processing contract entered into by any of the Company or its Subsidiaries that (a) if a fee-based contract, provides for aggregate payments to the Company or any of its Subsidiaries during any fiscal year of the Company or any of its Subsidiaries in excess of \$500,000, and (b) if a percentage of proceeds contract, is reasonably anticipated to result in a share of proceeds retained by the Company or any of its Subsidiaries for its own account during any such fiscal year in excess of \$500,000.

“Material Sales Contract” means each sales contract entered into by any of the Company and its Subsidiaries that provides for aggregate payments to the Company or any of its Subsidiaries during any fiscal year of the Company or any of its Subsidiaries in excess of \$500,000, after excluding payments over to third parties of their shares of the Hydrocarbon proceeds received under such sales contracts.

“Non-Recourse Party” means (a) with respect to Seller, (i) any direct or indirect holder of equity interests or securities in the Seller (whether limited or general partners, members, stockholders or otherwise), including Parent and its Affiliates (including TPG Holdings II, LP, a Delaware limited partnership, TPG Holdings III, LP, a Delaware limited partnership, their respective affiliates and any investment fund or other Person organized by or managed by any of the foregoing Persons), (ii) any director, officer, employee, representative or agent of (A) the Seller, (B) Parent and/or (C) any Person who is listed in subparts (i) or (iii) of this clause (a) or who controls the Seller or Parent, or (iii) any portfolio company of any Person described in subpart (i) or (iii) of this clause (a) (in each case, other than Seller, the Company or any Person controlled by Seller or the Company), and (b) with respect to Buyer, (i) any direct or indirect holder of equity interests or securities in Buyer (whether limited or general partners, members, stockholders or otherwise), including Kohlberg Kravis Roberts & Co. L.P. and its affiliates (including KKR Global Infrastructure Investors III L.P., a Cayman Islands exempted limited partnership, their respective affiliates and any investment fund or other Person organized by or managed by any of the foregoing Persons) and Williams and its subsidiaries and affiliates, (ii) any director, officer, employee, representative or agent of (A) Buyer, (B) Kohlberg Kravis Roberts & Co. L.P., (C) Williams and/or (D) any Person who is listed in subparts (i) or (iii) of this clause (b) or who controls Buyer, Kohlberg Kravis Roberts & Co. L.P. or Williams, or (iii) any portfolio company or Subsidiary of any Person described in subpart (i) or (iii) of this clause (b) (in each case, other than Buyer or any Person controlled by Buyer).

“NORM” means naturally occurring radioactive material.

“Objection Notice” is defined in Section 2.4(c).

“Organizational Documents” means, with respect to any Person, the articles of incorporation, certificate of incorporation, certificate of formation, certificate of limited partnership, bylaws, limited liability company agreement, operating agreement, partnership agreement, stockholders’ agreement and all other similar documents, instruments or certificates executed, adopted or filed in connection with the creation, formation or organization of such Person, including any amendments thereto.

“Outside Date” is defined in Section 9.1(c).

“Owned Intellectual Property” means all Intellectual Property owned or purported to be owned by the Company and its Subsidiaries.

“Owned Real Property” means all real property owned by the Company, together with all structures, facilities, fixtures, systems, improvements and items of property previously or hereafter located thereon, or attached or appurtenant thereto.

“Parent” means Discovery DJ Holdings, LLC, a Delaware limited liability company.

“**Party**” and “**Parties**” are defined in the preamble of this Agreement.

“**Payoff Letter**” is defined in Section 8.2(b)(vi).

“**Permits**” means all permits, approvals, consents, licenses, sublicenses, certificates, notices, waivers, variances, registrations, orders, filings, accreditations, franchises, exemptions and other authorizations, consents and approvals required by any Law or Governmental Authority, or granted by or from any Governmental Authority insofar as they relate to the System or the Business, including the ownership, operation, construction, maintenance, repair or replacement of the System.

“**Permitted Equity Encumbrances**” is defined in Section 3.6(a).

“**Permitted Liens**” means any and all: (a) statutory Liens for Taxes and assessments of the Company and its Subsidiaries that are not yet delinquent or the amount or validity of which is being contested in good faith by appropriate Proceedings and for which adequate reserves under GAAP have been established in the Financial Statements; (b) mechanics’, carriers’, workers’, repairers’, landlords’, employees’ and other similar Liens arising or incurred in the ordinary course of business of the Company or its Subsidiaries relating to obligations as to which there is no default on the part of the Company or its Subsidiaries, that will be paid and discharged in the ordinary course of business and for which adequate reserves have been made in the Financial Statements; (c) as to the Real Property, (i) any easements, rights-of-way, restrictions, restrictive covenants, reservations, rights, mineral and surface leases, encroachments, and other minor encumbrances and imperfections to title to real or personal property and (ii) matters disclosed in any title insurance policies, opinions, abstracts, and surveys that have been made available to Buyer prior to the date hereof, that, in each case, do not materially detract from the value of or materially interfere with the use and operation of any of the Assets of the Company or its Subsidiaries subject thereto or affected thereby; (d) terms and provisions of all Real Property Leases and Easements as to the Real Property covered or affected thereby; and (e) legal highways, zoning and building laws, ordinances and regulations, that do not materially detract from the value of or materially interfere with the use of the assets of the Company or its Subsidiaries in the ordinary course of business; (f) any and all Liens to be released as of Closing; and (g) Liens disclosed on Schedule A-9 of the Seller Disclosure Schedule.

“**Person**” means any natural person, corporation, limited partnership, general partnership, limited liability company, joint stock company, joint venture, association, company, estate, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, custodian, trustee-executor, administrator, nominee or entity in a representative capacity and any Governmental Authority.

“**Plan**” means each (a) “**employee benefit plan**,” as such term is defined in Section 3(3) of ERISA; (b) plan that would be an employee benefit plan described in clause (a) of this sentence if it was subject to ERISA, such as foreign plans and plans for directors; (c) equity bonus, equity ownership, equity option, restricted equity, equity purchase, equity appreciation rights, phantom equity or other equity-based compensation plan or arrangement; (d) bonus plan or arrangement, incentive award plan or arrangement, deferred compensation agreement or arrangement, change in control or retention plan or arrangement, executive compensation or supplemental income

arrangement, personnel policy, vacation policy, severance pay plan, policy or agreement, consulting agreement or employment agreement, retirement, retiree medical or life insurance, supplemental retirement plan, policy or arrangement or any other similar arrangement; and (e) other employee benefit plan, agreement, arrangement, program, practice or understanding.

“Pre-Closing Period” means any Tax period ending on or before the Closing Date.

“Pre-Effective Time Period” is defined in Section 6.10(b)(iv).

“Privileged Communications” is defined in Section 11.14.

“Proceeding” means any claim, action, suit, hearing, proceeding, investigation or inquiry, charge, grievance, review, audit, proceeding, citation, summons or subpoena of any nature (civil, criminal, regulatory or otherwise), or any other judicial or administrative proceeding, whether civil, criminal, regulatory, administrative, investigative or informal, in each case before or by any Governmental Authority.

“Real Property” means the Owned Real Property, the Leased Real Property and Easements.

“Real Property Lease” means all lease agreements, license agreements or other agreements pursuant to which any Leased Real Property is leased, licensed or otherwise used by (but not owned by) the Company or any of its Subsidiaries, together with all schedules, exhibits, addenda, amendments, modifications or written or oral.

“Records” means (a) the Governance Records and (b) all Contract, land, title, engineering, environmental, regulatory, operating, accounting, business, marketing and other data, files, documents, instruments, notes, papers, ledgers, journals, reports, abstracts, surveys, title opinions, maps, drawings, books, records and studies that relate to the ownership, operation or maintenance of the Assets. “Records” shall not include the following (which shall be retained by the Seller): (i) documents subject to legal privilege (such as the attorney-client privilege or work product doctrine) but only to the extent the disclosure of such document would jeopardize such privilege, (ii) the Seller’s federal income Tax Returns, the Seller’s combined, unitary or consolidated state income Tax Returns, and other Tax Returns or other income Tax information of the Seller not related to the Assets and (iii) documents related to any process regarding the sale of the equity interests of, or all or substantially all of assets of, the Company and/or its Subsidiaries.

“Registered Intellectual Property” means all issued patents, patent applications, trademark registrations, trademark applications, copyright registrations, copyright applications, and domain names owned or purported to be owned by the Company and its Subsidiaries.

“Release” means any depositing, spilling, leaking, pumping, pouring, placing, emitting, discarding, abandoning, emptying, discharging, migrating, injecting, escaping, leaching, dumping, or disposing.

“Representatives” means, with respect to any Person (a) partners, employees, officers, directors, members, managers, principals, equity owners and counsel and other representatives of a such Person or any of its Affiliates; (b) any consultant, attorney, accountant, auditor or agent

retained by such Person or the parties listed in subsection (a) above; and (c) any bank, other financial institution or entity funding, or proposing to fund, such Person's operations, including any consultant retained by such bank, other financial institution or entity.

“Required Permits” is defined in Section 4.12.

“Responsible Officer” means, with respect to any Person, any vice-president or more senior officer of such Person.

“Restricted Employees” means Mike Davis, Steven Meisel, Drew Chambers and Daniel Sailors.

“Review Period” is defined in Section 2.4(c).

“R&W Policy” means the buyer-side representations and warranties insurance policy, to be obtained by Buyer.

“Sanctioned Person” means a person or entity that is (a) the subject of Sanctions, (b) located in, resident in, or organized under the laws of a country or territory that is or which has been the subject of country- or territory-wide Sanctions within the last five years (including without limitation Cuba, Iran, North Korea, Sudan, Syria, or the Crimea region of Ukraine), or (c) majority-owned or controlled by any of the foregoing.

“Sanctions” means those trade, economic and financial sanctions Laws, regulations, embargoes, and restrictive measures (in each case having the force of law) administered, enacted or enforced from time to time by the United States (including without limitation the Department of Treasury, Office of Foreign Assets Control) or other similar governmental bodies with regulatory authority over the Company or its Subsidiaries or their respective operations from time to time.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Seller” is defined in the preamble to this Agreement.

“Seller Consolidated Group” means any Consolidated Group of which each of (i) the Company or any of its Subsidiaries and (ii) Seller and its respective Affiliates (other than the Company or any of its Subsidiaries), are or were members on or prior to the Closing Date.

“Seller Consolidated Return” means any Tax Return of a Seller Consolidated Group.

“Seller Disclosure Schedule” means the disclosure schedule to this Agreement prepared by Seller and delivered to Buyer on the Execution Date.

“Seller Fundamental Representations” means the representations and warranties contained in Sections 3.1, 3.2, 3.3(a), 3.6, 3.7, 4.1, 4.2(a), 4.4 and 4.18 and the first sentence of Section 4.17.

“Seller Indemnification Claim” is defined in Section 10.2.

“Seller Indemnitees” is defined in Section 10.2.

“Seller’s Marks” is defined in Section 6.14(a).

“Severance Obligations” means any payment or other obligation of the Company or any of its Subsidiaries to any officer, employee, independent contractor or agent of the Company or any of its Subsidiaries, or to any officer, employee, independent contractor or agent of Seller or its Affiliates providing services to the Company or any of its Subsidiaries pursuant to any Contract with such Person existing as of or prior to the Closing that would arise from the termination (including termination with or without cause and voluntary termination) of the position, office, employment or engagement of such Person upon or at any time after the Closing, or that exists as of the Closing as a result of any such termination prior to the Closing, including any severance, bonus, accrued vacation or tax indemnification obligations, or similar payments and the Company’s or its Subsidiaries’ portion of any Medicaid, Social Security or unemployment Taxes in respect of such payments, but excluding any salary through the date of any such termination.

“Solvent” means, with regard to any Person, that (a) the sum of the assets of such Person, both at a fair valuation and at present fair salable value, exceeds its liabilities, including contingent, subordinated, unmatured, unliquidated and disputed liabilities, (b) such Person has sufficient capital with which to conduct its business, and (c) such Person has not incurred debts beyond its ability to pay such debts as they mature. For purposes of this definition, “debt” means any liability on a claim, and “claim” means (x) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (y) a right to an equitable remedy for breach of performance to the extent such breach gives rise to a payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured. With respect to any such contingent liabilities, such liabilities shall be computed at the amount which, in light of all the facts, conditions and circumstances existing at the time, represents the amount which can reasonably be expected to become an actual or matured liability.

“Straddle Period” means any Tax period beginning before and ending after the Effective Time.

“Straddle Tax Returns” is defined in Section 6.10(b)(iv).

“Submission” is defined in Section 2.4(c)(ii).

“Subsidiary” or **“Subsidiaries”** means, with respect to any Person, another Person in which (a) such first Person owns or controls, directly or indirectly, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of such Person) or (b) such first Person or any other subsidiary of such Person is a general partner, managing member, or sole or controlling member.

“**System**” means the Hydrocarbon and water gathering, compression, processing, treatment, and storage system and any portion of such systems under construction in Adams, and/or Weld Counties, Colorado, described on the map shown on Exhibit E.

“**Tax**” or “**Taxes**” means any taxes and other similar governmental charges imposed by any Taxing Authority, including income, profits, gross receipts, net proceeds, alternative or add on minimum, ad valorem, value added, turnover, sales, use, property, personal property (tangible and intangible), environmental, stamp, leasing, lease, user, excise, duty, franchise, capital stock, transfer, registration, license, withholding, social security (or similar), unemployment, disability, payroll, employment, social contributions, fuel, excess profits, occupational, premium, windfall profit, severance, estimated, or similar other charge of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

“**Tax Allocation**” is defined in Section 2.5.

“**Tax Return**” means any declaration, report, statement, form, return or other document or information required to be supplied to a Taxing Authority in connection with Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“**Taxing Authority**” means, with respect to any Tax, the Governmental Authority or political subdivision thereof that imposes such Tax, and the agency (if any) charged with collection of such Tax for such entity or subdivision.

“**Termination Date**” is defined in Section 9.1.

“**Transaction Documents**” means this Agreement, the Assignment of Interests, the Escrow Agreement, the TSA, the Mutual Release and each other agreement, document and instrument required to be executed in accordance with this Agreement.

“**Third Party Claim**” is defined in Section 10.4(b).

“**Transfer Taxes**” is defined in Section 6.9.

“**Treasury Regulations**” means the regulations (including temporary regulations) promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to Sections of the Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar or substitute, temporary or final Treasury Regulations.

“**TSA**” is defined in Section 8.2(a)(vi).

“**Unadjusted Purchase Price**” is defined in Section 2.2.

“**Williams**” means The Williams Companies, Inc. and Williams Partners L.P.

“**Williams Confidentiality Agreement**” means that certain Confidentiality Agreement, dated April 20, 2018, between Parent and Williams Partners Operating LLC, as amended, modified or supplemented from time to time.

“Willful Breach” means, with respect to either Party, (a) such Party’s willful or deliberate act or a willful or deliberate failure to act by such Party, which act or failure to act constitutes in and of itself a material breach of any covenant set forth in this Agreement and which was undertaken with the actual knowledge of such Party that such act or failure to act would be, or would reasonably be expected to cause, a material breach of this Agreement or (b) the failure by such Party to consummate the transactions contemplated by this Agreement after all conditions to such Party’s obligations in the applicable Sections of Article VII have been satisfied or waived in accordance with the terms of this Agreement (other than those conditions which by their terms can only be satisfied simultaneously with the Closing but which would be capable of being satisfied at Closing if Closing were to occur).

EXHIBIT B
FORM OF ASSIGNMENT OF INTERESTS

[See attached]

ASSIGNMENT OF MEMBERSHIP INTERESTS

This ASSIGNMENT OF MEMBERSHIP INTERESTS (this “*Assignment*”) is executed and effective as of [●], 2018 (the “*Closing Date*”), by and among Discovery DJ Holdco, LLC, a Delaware limited liability company (“*Assignor*”), and AMHC, LLC, a Delaware limited liability company (“*Assignee*” and together with Assignor and the Company, the “*Parties*” and individually, a “*Party*”). Capitalized terms used but not herein defined will have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, reference is made to that certain Amended and Restated Limited Liability Company Agreement of Discovery DJ Services LLC, a Texas limited liability company (the “*Company*”), dated as of July 25, 2017, as may be amended from time to time (the “*LLC Agreement*”);

WHEREAS, Assignor owns 100% of the issued and outstanding membership interests of the Company (the “*Acquired Interests*”);

WHEREAS, the Parties entered into that certain Purchase Agreement (as the same may be amended, modified and/or supplemented from time to time, the “*Purchase Agreement*”), dated as of July 3, 2018, pursuant to which Assignor is selling, and Assignee is purchasing, subject to the terms and conditions set forth in the Purchase Agreement, the Acquired Interests in exchange for payment of the consideration specified in the Purchase Agreement at the Closing;

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of the Acquired Interests; and

WHEREAS, this Assignment is being delivered in accordance with the Purchase Agreement.

AGREEMENTS

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

1. **Assignment.** On the Closing Date effective as of the Closing (as defined in the Purchase Agreement), Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee (a) the Acquired Interests and (b) any and all income, distributions, value, rights, benefits and privileges associated therewith or deriving therefrom.

2. **Acceptance.** On the Closing Date effective as of Closing, Assignee hereby accepts Assignor’s assignment of the Acquired Interests pursuant to Section 1.

3. **Effect of Assignment.** On the Closing Date effective as of Closing, (a) Assignee shall be the owner of the Acquired Interests in accordance with this Assignment, (b) Assignee shall be admitted as a member of the Company, such admission shall hereby be deemed evidenced by

this Assignment, and this Assignment shall be included in the books and records of the Company to reflect such admission, and (c) Assignor shall cease to be a member of the Company (and shall cease to have or exercise any right or power as a member of the Company) and cease to have any right, title or interest in or to the Acquired Interests and shall have no further obligations with respect to the Acquired Interests or otherwise under the LLC Agreement.

4. **Governing Law.** This Assignment shall be governed by and construed and interpreted in accordance with the Laws of the State of Delaware, without giving effect to any conflicts of law principles (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware

5. **Consent to Jurisdiction.** The Parties irrevocably submit to the exclusive jurisdiction of (a) the Delaware Court of Chancery, and (b) any state appellate court therefrom within the State of Delaware (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), for the purposes of any Proceeding arising out of this Assignment or the transactions contemplated hereby (and each agrees that no such Proceeding relating to this Assignment or the transactions contemplated hereby shall be brought by it except in such courts). The Parties irrevocably and unconditionally waive (and agree not to plead or claim) any objection to the laying of venue of any Proceeding arising out of this Assignment or the transactions contemplated hereby in (i) the Delaware Court of Chancery, or (ii) any state appellate court therefrom within the State of Delaware (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) or that any such Proceeding brought in any such court has been brought in an inconvenient forum. Each Party also agrees that any final and non-appealable judgment against a Party in connection with any Proceeding shall be conclusive and binding on such Party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence.

6. **Waiver of Jury Trial.** EACH PARTY HEREBY IRREVOCABLY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION, PROCEEDING OR COUNTERCLAIM ARISING IN WHOLE OR IN PART UNDER, RELATED TO, BASED ON, OR IN CONNECTION WITH, THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE. Any Party may file an original counterpart or a copy of this Section 6 with any court as written evidence of the consent of each Party to the waiver of its right to trial by jury.

7. **Amendment and Modification.** This Assignment may be amended, modified or supplemented only by written agreement of the Parties.

8. **Waiver of Compliance; Consents.** Except as otherwise provided in this Assignment, any failure of any of the Parties to comply with any obligation, covenant, agreement or condition in this Assignment may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to

insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9. **Notices.** Any notice, demand or communication required or permitted under this Assignment shall be in writing and delivered personally, by reputable overnight delivery service or other courier or by certified mail, postage prepaid, return receipt requested, or by e-mail, and shall be deemed to have been duly given (a) as of the date of delivery if delivered personally or by overnight delivery service or other courier, or by e-mail, or (b) on the date receipt is acknowledged if delivered by certified mail, addressed as follows; provided that a notice of a change of address shall be effective only upon receipt thereof:

If to Assignor to:

Discovery DJ Holdco, LLC
7589 Walnut Hill Lane, Suite 335
Dallas, Texas 75230
Attention: Drew Chambers
Email: drew@discoverymidstream.com

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

Vinson & Elkins LLP
1001 Fannin St., Suite 2500
Houston, Texas 77002
Attention: John Grand
Email: jgrand@velaw.com

If to Assignee to:

AMHC, LLC
c/o The Williams Companies, Inc.
One Williams Center,
Tulsa, Oklahoma 74172
Attention: Senior Vice President, Corporate Strategic Development
Email: chad.zamarin@williams.com

AMHC, LLC
c/o Kohlberg Kravis Roberts & Co. L.P.
2800 Sandhill Road, Suite 200
Menlo Park, California 94025
Attention: Brandon Freiman and James Cunningham
Email: Brandon.Freiman@kk.com; James.Cunningham@kk.com

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

The Williams Companies, Inc.
One Williams Center

Tulsa, Oklahoma 74172-0172
Attention: General Counsel
E-mail: lane.wilson@williams.com

Gibson, Dunn & Crutcher LLP
1801 California Street, Suite 4200
Denver, CO 80202
Attention: Steven K. Talley
E-mail: stalley@gibsondunn.com

Simpson Thacher & Bartlett LLP
600 Travis Street, Suite 5400
Houston, Texas 77002
Attention: M. Breen Haire
E-mail: breen.haire@stblaw.com

10. **Assignment.** This Assignment shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

11. **Third Party Beneficiaries.** Nothing in this Assignment shall entitle any Person, other than the Parties, their respective successors or permitted assigns, to any claim, cause of action, remedy or right of any kind.

12. **Entire Agreement.** This Assignment, the Purchase Agreement, the Confidentiality Agreement and the other Transaction Documents constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both oral and written, between the Parties with respect to such subject matter.

13. **Severability.** Whenever possible, each provision or portion of any provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable Law but if any provision or portion of any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Assignment will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

14. **No Modification of Purchase Agreement.** Nothing herein shall in any way supersede, enlarge, diminish, limit, amend or modify any of the representations, warranties, indemnities, covenants, agreements, rights or obligations of any Party set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

15. **Facsimiles; Counterparts.** This Assignment may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document. Either Party's delivery of any executed

counterpart signature page by facsimile (or electronic .pdf format transmission) is as effective as executing and delivering this Assignment the presence of the other Party, and such signature shall be deemed binding for all purposes hereof, without delivery of an original signature being thereafter required.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Closing Date.

AMHC, LLC

By: _____
Name:
Title:

DISCOVERY DJ HOLDCO, LLC

By: _____
Name:
Title:

EXHIBIT C
FORM OF TRANSITION SERVICES AGREEMENT

[See attached]

EXHIBIT C

FORM OF TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this “*Agreement*”) is entered into as of [●], 2018, by and between [**Discovery Midstream Operating LLC, a Texas limited liability company**] (“*Provider*”), and [●], a [●] (“*Recipient*”). Each of Provider and Recipient may be referred to in this Agreement, collectively, as the “*Parties*” and, individually, as a “*Party*.” Capitalized terms used, but not herein defined, will have the meanings given to such terms in the PSA (as defined below).

WHEREAS, Recipient and Discovery DJ Holdco, LLC, a Delaware limited liability company and an Affiliate of Provider (“*DJ Holdco*”), entered into that certain Purchase and Sale Agreement (the “*PSA*”), dated as of July 2, 2018, pursuant to which Recipient has acquired the Acquired Interests from DJ Holdco; and

WHEREAS, in connection with the Closing, and to affect an orderly transfer of the operation of the Business from DJ Holdco to Recipient, for a limited period of time following the Closing, Provider will provide certain transition services to Recipient on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual benefits and agreements contained herein, Provider and Recipient hereby agree as follows:

1. Services; Term.

(a) Subject to the terms and conditions hereof, Provider agrees to provide, or cause to be provided, for the benefit of Recipient, the services generally described on Exhibit A with respect to the Business (the “*Services*”), for the period beginning as of the Closing until the 9-month anniversary of the Closing Date, unless earlier terminated pursuant to Section 7(a) (the “*Term*”); *provided* that the Term may be extended by an additional 3 months (for a total Term of 12 months) by the written agreement of the Parties prior to the end of the initial Term.

(b) Provider will perform the Services in a manner that is substantially similar in nature, timing and quality, time commitment, and with the same degree of skill, prudence and care in which the actions comprising the Services were previously performed by Provider and its Affiliates in their capacity as owners of the Business during the period prior to the Closing; provided that, PROVIDER DOES NOT MAKE (AND RECIPIENT HEREBY ACKNOWLEDGES AND AGREES THAT PROVIDER DOES NOT MAKE) ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, EXPRESSED OR IMPLIED (INCLUDING THE WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION OR STANDARD OF SERVICE), WITH RESPECT TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT, AND, TO THE FULLEST EXTENT PERMITTED BY

APPLICABLE LAW, RECIPIENT HEREBY WAIVES, AND PROVIDER HEREBY DISCLAIMS, ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES.

(c) Except for services related to transition, Provider shall not have the obligation to provide any types of tasks or services under the terms of this Agreement that Provider did not provide to or perform in respect of the Business during the twelve (12) months prior to the Closing.

(d) Recipient acknowledges that the ability of Provider and/or its Affiliates to provide Services may be impeded if certain personnel of Provider and/or its Affiliates leave the employment of Provider and/or such Affiliates or terminate their employment or contract with Provider and/or such Affiliate during the Term. In such event, the Recipient and Provider will negotiate in good faith an appropriate modification to this Agreement, including modifying the Services, reducing the Fixed Payment (as defined below), and/or Provider hiring replacement personnel or individual contractors, in each case reasonably acceptable to Recipient, but not including any changes to Exhibit C. Recipient acknowledges that, in connection with providing the Services, Provider will not be required to use its own funds for any payment obligation of Recipient. In providing the Services, Provider may (x) use the personnel of Provider or (y) arrange for the provision of services by third parties to the extent (I) such costs are not Direct Costs and (II) such third parties (A) currently provide such services with respect to the Business, (B) previously provided such services with respect to the Business or (C) are routinely utilized to provide similar services to others or are necessary (as determined by Provider in its reasonable discretion) for the efficient performance of any such Services.

(e) In the event Provider fails to provide, or cause to be provided, the Services in accordance with the standard of service set forth in Section 1(b), then at Recipient's request, Provider shall use commercially reasonable efforts to re-perform such Services as soon as reasonably practicable, with the same degree of care used in correcting a failure of a similar service for itself, at no additional cost to Recipient.

(f) Provider will reasonably coordinate with Recipient regarding, and keep Recipient reasonably informed of developments with respect to, the provision of the Services. Provider shall promptly notify Recipient of any matter, notification or occurrence of any event of which Provider has actual knowledge which could reasonably be expected to materially affect the Services provided hereunder.

(g) Notwithstanding anything herein to the contrary, without the prior written consent of Recipient, Provider shall not take any action set forth on Exhibit B. The Recipient may at any time amend Exhibit B by providing written notice to Provider, which notice shall include an amended Exhibit B reflecting such amendment. Any such amendment shall be effective upon Provider's receipt of such written notice.

2. Compensation.

(a) During the Term, Recipient shall pay to Provider the following amounts (collectively, the "*Services Fees*"):

- (i) an amount equal to \$301,000 per calendar month (the “**Fixed Payment**”), which amount will be prorated for partial calendar months; and
- (ii) the reimbursement of any documented third-party costs and expenses (including reasonable insurance costs, other than employment insurance) that Provider reasonably incurs in connection with providing the Services (the “**Direct Costs**”); *provided, however*, that (A) Provider shall not incur Direct Costs in respect of any calendar month in excess of \$40,000 without the prior written consent of Recipient and (B) costs of individual contractors shall not be Direct Costs.

(b) The Service Fees shall be invoiced as follows:

- (i) *Fixed Payment.* Prior to the end of each calendar month, Provider shall deliver to Recipient an invoice for the Fixed Payment for the immediately succeeding calendar month; provided, on the Closing Date, Provider will deliver to Recipient an invoice (the “**Closing Invoice**”) for the Fixed Payment for the period of time commencing on the Closing Date and terminating on the last day of the first full calendar month that follows the Closing Date.
- (ii) *Direct Costs.* At any time and from time to time during the Term, Provider may deliver an invoice to Recipient for the reimbursement of any Direct Costs paid by Provider or any of its Affiliates. Provider shall provide to Recipient copies of any invoices or other documentation as Recipient may reasonably request to support such Direct Costs. Any difference in actual Direct Costs incurred by Provider or any of its Affiliates and the Direct Costs estimated and assessed in connection with the preceding sentence shall be reconciled by Provider within thirty (30) days after such actual Direct Costs are reasonably known.

(c) All amounts in invoices delivered by Provider pursuant to this Agreement shall be due and payable no later than ten (10) days after Recipient’s receipt of the invoice (the “**Due Date**”); provided that at Provider’s written option, the Closing Invoice shall be paid at Closing. All payments shall be made by wire transfer of immediately available funds, to the account (or accounts) designated by Provider from time to time, no later than 1:00 p.m. (Dallas, Texas time) on the due date. Any amounts due under this Agreement that are not (i) disputed pursuant to Section 2(d) (provided that if any such dispute is finally resolved in favor of Provider, then interest shall be owned on such amount from the Due Date until paid) or (ii) paid on or before the Due Date, in each case will accrue interest at the rate of 12% per annum.

(d) If Recipient disputes in good faith any invoice or portion thereof delivered pursuant to this Agreement, Recipient will provide Provider written notice of the disputed

amounts by the Due Date, together with a statement of the particulars of the dispute, including the calculations with respect to any errors or inaccuracies claimed. The Parties will seek to resolve any disputes expeditiously and in good faith.

(e) Recipient agrees that all such amounts due exclude any goods, sales, services, use, turnover, value added or other taxes of a similar nature (“*Sales Taxes*”) required to be paid in connection with this Agreement. All Sales Taxes imposed by Law in connection with this Agreement shall be collected from Recipient by Provider and remitted to the appropriate taxing jurisdictions unless Recipient issues Provider, as required by applicable Law, either (i) a valid certificate or other evidence of nontaxability or (ii) evidence of direct payment authorization by Recipient.

(f) In addition to the Services Fees, promptly following the 12-month anniversary of the Closing Date, and in any event within 45 days following such anniversary, Recipient shall make a cash bonus payment to Provider in accordance with and subject to the terms of Exhibit C.

(g) Provider shall procure, at Recipient’s cost, any insurance reasonably requested by Recipient. All payments made under this Agreement other than Direct Costs shall be paid to, or for the benefit of, the employees set forth on Exhibit A (or their replacements).

3. Information Necessary to Perform the Services; Cooperation; Office Space.

(a) Recipient shall, on a timely basis, take all such actions as may be reasonably necessary or desirable in order to enable or assist Provider to provide the Services, including, without limitation, providing information and assistance reasonably necessary for Provider to perform or cause to be performed any Service, and giving reasonable access, during regular business hours and at such other times as are reasonably required, to Recipient’s premises for the purpose of providing the Services.

(b) During the Term, Recipient shall allow Provider to make use of Recipient’s offices located in Dallas, Texas on a cost-free basis for purposes of performing the Services.

4. Indemnification; Limitation of Liability.

(a) Determination of the suitability of any Services furnished hereunder for the use contemplated by Recipient is the sole responsibility of Recipient, and Provider will have no responsibility in connection therewith. Recipient assumes all risk and liability for loss, damage or injury to persons or property arising out of such Services however used, and Provider shall in no event be liable to Recipient or any Recipient Indemnified Parties (as defined below) for any damage, losses, harm, injury or liabilities, including, without limitation, personal or property damage, losses, harm, injury or liabilities, suffered by any of them, directly or indirectly, as a result of any Services provided hereunder, regardless of whether due or alleged to be due to the negligence of Provider, except to the extent such damage, losses, harm, injury or liabilities is caused by Provider’s Fraud, gross negligence or willful misconduct.

(b) Recipient shall indemnify, defend and hold harmless Provider and its Affiliates and each of its and their respective shareholders, members, managers, partners, owners, directors, officers, employees, consultants and agents (the “**Provider Indemnified Parties**”) from and against any losses, claims, damages, payments, penalties, assessments, disbursements, out-of-pocket costs and expenses, liabilities, judgments, awards, settlements, fines, costs of remediation, fees, reasonable out of pocket costs of defense, reasonable third party attorneys’ fees and expenses, reasonable costs of third party accountants, expert witnesses and other professional advisors, and reasonable costs of third party investigation and preparation of any kind or nature whatsoever (“**Damages**”) caused by, arising out of or relating to the provision of Services pursuant to this Agreement, **including any Damages arising out of or related to any Provider Indemnified Party’s sole or concurrent negligence, strict liability or other fault**, except to the extent such Damages are caused by Provider’s Fraud, gross negligence or willful misconduct.

(c) Provider shall indemnify, defend and hold harmless Recipient and its Affiliates and each of its and their shareholders, members, managers, partners, owners, directors, officers, employees, consultants and agents (“**Recipient Indemnified Parties**”) from and against any Damages from third party claims or causes of action to the extent caused by, arising out of or relating to Provider’s Fraud, gross negligence or willful misconduct in the performance of the Services pursuant to this Agreement.

(d) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO PERSON SHALL BE ENTITLED TO LOST PROFITS, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND EACH OF PROVIDER AND RECIPIENT, FOR ITSELF AND, IN THE CASE OF PROVIDER, ON BEHALF OF THE PROVIDER INDEMNIFIED PARTIES, HEREBY EXPRESSLY WAIVES ANY RIGHT TO LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, OTHER THAN (I) ANY SUCH DAMAGES SUFFERED BY ANY THIRD PARTY FOR WHICH RESPONSIBILITY IS ALLOCATED AMONG THE PARTIES UNDER THE TERMS HEREOF OR (II) ANY LOST PROFITS TO THE EXTENT ANY SUCH LOST PROFITS WOULD CONSTITUTE DIRECT DAMAGES UNDER APPLICABLE LAW.

(e) Notwithstanding anything to the contrary in this Agreement, Provider shall not be required to perform any Services or take any actions related thereto that conflict with or violate any applicable Law, contract, license authorization, certification or permit. If the provision of any Services requires consents, waivers or approvals from certain third parties under permits, licenses or agreements to which Provider or one of its Affiliates is a party (“**Third-Party License**”) to enable the provision of such Services, the Parties will use commercially reasonable efforts to obtain such consent, waiver or approval of such Third-Party License; *provided* that any cost and expense associated with obtaining such consent, waiver or approval shall be borne solely by Recipient.

(f) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL PROVIDER BE LIABLE TO RECIPIENT WITH RESPECT TO CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR AMOUNTS IN THE AGGREGATE EXCEEDING THE AGGREGATE SERVICE FEES PAID HEREUNDER BY RECIPIENT.

(g) Nothing contained in this Section 4 shall limit or alter the obligation of any Party under the PSA, including any obligation to indemnify any other Party pursuant to the PSA.

5. Force Majeure.

(a) Provider shall not be responsible or liable for, or deemed in breach of, this Agreement for any delay or failure in the performance of its obligations under this Agreement (other than obligations to pay amounts owing under this Agreement) to the extent such performance is prevented by a Force Majeure Event; provided, that (a) Recipient gives the Provider prompt written notice describing the particulars of the Force Majeure Event and the proposed cure; (b) the suspension of performance is of no greater scope and of no longer duration than is reasonably attributable to the Force Majeure Event; (c) Provider uses commercially reasonable efforts to remedy its inability to perform its obligations under this Agreement or the Force Majeure Event (which efforts shall not require settlement of any labor or similar dispute on terms not acceptable to Provider); and (d) when Provider is able to resume performance of its obligations under this Agreement, then Provider shall give Recipient written notice to that effect.

(b) The existence of a Force Majeure Event shall not relieve Provider of (a) any of its payment obligations under this Agreement, or (b) any other obligation under this Agreement to the extent that performance of such other obligation is not precluded by such Force Majeure Event.

(c) In no event will any delay or failure of performance caused by a Force Majeure Event extend this Agreement beyond its Term.

(d) For purposes of this Agreement, "***Force Majeure Event***" means any event not within the control of Provider, including the following to the extent such events are not within the control of Provider: act of God, act of the public enemy, war, blockade, public riot, act of terrorism, lightning, fire, storm, flood or other act of nature, explosion, governmental action (including changes in Laws, regulations or policies with the effect of Law or, in each case, the enforcement thereof), and governmental delay or restraint (including with respect to the issuance of permits).

6. Anti-Corruption and International Risk.

(a) Without limiting the foregoing, in relation to its activities with or on behalf of Recipient, neither Provider nor its Affiliates, and its and their employees shall (a) undertake any activity which would constitute a violation, or implicate Recipient in a violation of, any Anti-Bribery Law, Anti-Money Laundering Law, or Export Control Law;

(b) offer, promise, provide, or authorize the provision of any money, property, contribution, gift, entertainment or other thing of value, directly or indirectly, to any government official, or any other person acting in an official capacity, to influence official action or secure an improper advantage, or to encourage the recipient to breach a duty of good faith or loyalty or the policies of his/her employer; or (c) engage in any dealings or transactions with or for the benefit of any Sanctioned Person or otherwise violate Sanctions.

(b) For purposes of this Section 6:

(i) “**Anti-Bribery Laws**” means anti-bribery and anti-corruption laws, regulations or ordinances applicable to the Parties, their Affiliates, and their respective operations from time to time, including without limitation (i) the U.S. Foreign Corrupt Practices Act of 1977 (as amended), (ii) the United Kingdom Bribery Act, (iii) anti-bribery legislation promulgated by the European Union and implemented by its member states, and (iv) legislation adopted in furtherance of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

(ii) “**Anti-Money Laundering Laws**” means anti-money laundering-related laws, regulations, and codes of practice applicable to the Parties, their Affiliates, and their respective operations from time to time, including without limitation (i) the EU Anti-Money Laundering Directives and any laws, decrees, administrative orders, circulars, or instructions implementing or interpreting the same, and (ii) the applicable financial recordkeeping and reporting requirements of the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended.

(iii) “**Export Control Laws**” means the U.S. Export Administration Act, U.S. Export Administration Regulations, U.S. Arms Export Control Act, U.S. International Traffic in Arms Regulations, and their respective implementing rules and regulations and other similar export control Laws or restrictions applicable to the Company or its Subsidiaries or their respective operations from time to time.

(iv) “**Sanctioned Person**” means a person or entity that is (i) the subject of Sanctions, (ii) located in, resident in, or organized under the laws of a country or territory that is or which has been the subject of country- or territory-wide Sanctions within the last five years (including without limitation Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine), or (iii) majority-owned or controlled by any of the foregoing.

(v) “**Sanctions**” means those trade, economic and financial sanctions laws, regulations, embargoes, and restrictive measures (in each case having the force of law) administered, enacted or enforced from time to time by the United States (including without limitation the Department of Treasury, Office of Foreign Assets Control) or other similar governmental bodies with regulatory authority over the Company or its Subsidiaries or their respective operations from time to time.

7. General Provisions

(a) This Agreement shall terminate as of the last day of the Term, subject to early termination (i) at any time by Recipient upon payment to Provider of a cash amount equal to the Fixed Payment payable by Recipient for the remainder of Term following such termination and (ii) on such day upon which Recipient receives written notice from Provider terminating this Agreement at any time following Recipient's material breach of any of its obligations under this Agreement and Recipient's failure to cure such breach within ten (10) days following receipt of written notification of the same from Provider. Notwithstanding the foregoing, Section 2, Section 4 and this Section 7 shall survive the termination of this Agreement.

(b) This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. Neither Party may assign or transfer this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment or transfer in violation of this Agreement shall be null, void and ineffective.

(c) Except for the Confidentiality Agreement, this Agreement (including the Exhibits hereto), the PSA, and the other Transaction Documents constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both oral and written, between the Parties with respect to such subject matter.

(d) This Agreement, and any and all rights, obligations or claims arising out of or in relation to it, shall be governed by and construed and interpreted in accordance with the Laws of the State of Delaware, without giving effect to any conflicts of law principles (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(e) This Agreement may be amended, superseded, cancelled, modified or supplemented only by written agreement of the Parties.

(f) Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(g) All notices, requests, demands and other communications hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered as set out in Section 11.6 of the PSA.

(h) Recipient and Provider shall each act solely as independent contractors, and nothing herein shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, broker or finder, or joint venturers as between

Recipient and Provider. Except as expressly provided herein, neither Party shall have any right or authority, and shall not attempt to enter into any contract, commitment or agreement or incur any debt or liability of any nature, in the name of or on behalf of the other.

(i) Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, covenant, agreement or condition in this Agreement may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

(j) This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document. Either Party's delivery of any executed counterpart signature page by facsimile (or electronic .pdf format transmission) is as effective as executing and delivering this Agreement in the presence of the other Party, and such signature shall be deemed binding for all purposes hereof, without delivery of an original signature being thereafter required.

(k) In the event of a conflict or inconsistency between the terms of this Agreement and the PSA, the PSA shall control.

(l) The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

(m) The provisions of Section 11.16 of the PSA are incorporated herein by reference mutatis mutandis.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on and as of the Closing.

PROVIDER:

**[DISCOVERY MIDSTREAM
OPERATING LLC]**

By: _____
Name: _____
Title: _____

RECIPIENT:

[•]

By: _____
Name: _____
Title: _____

EXHIBIT A

Services

#	NAME	TITLE	TRANSITION FUNCTION
1	Davis, Michael	Partner	Corporate Oversight / Advisor
2	Meisel, Steven	Partner	Commercial Management / Transition Services
3	Chambers, Andrew	Partner	Commercial Management / Transition Services
4	Jordan, Cory	COO	Operations Direction
5	Macias, Laura	Sr Accountant	Accounting Functions / Assist Transition
6	Hartmann, Julie	CAO	Accounting Functions / Assist Transition
7	Goldman, Quinn	Director, Finance & BD	Accounting Functions / Assist Transition
8	Yuri Vargas	HR Admin	HR Daily Support & Interface with WMB
9	Magdi Montes	AP Processing	Accounting Functions / Assist Transition
10	Debbie Davis	Acct Manager	Accounting Functions / Assist Transition
11	Lisa Ready	Projects	Financial Reporting / Transition
12	Daniel Sailors	CFO	Financial Oversight & Capital Project Transition
13	Jake Lassen	Fin Analyst	Financial Oversight & Project Transition

Note: For performance incentive to be awarded, those in Bold ("RESTRICTED PERSONS") must still be providing transition services upon expiration of the TSA, or have been granted early release by Williams due to successful transition

EXHIBIT B

Prohibited Actions

None.

EXHIBIT C

Bonus Payment

In the event gross revenues attributable to the Business and the System for the 12-month period ending June 30, 2019 is equal to or in excess of \$129,000,000.00, then Recipient shall make a one-time cash bonus payment to Provider in an amount equal to \$1,466,000.00.

In the event gross revenues attributable to the Business and the System for the 12-month period ending June 30, 2019 is in excess of \$110,000,000.00 but less than \$129,000,000.00, then Recipient shall make a one-time cash bonus payment to Provider in an amount equal to \$1,026,000.00.

Notwithstanding the foregoing, in the event the employment of any Restricted Person with Provider is terminated for any reason prior to the expiration of the Term, Recipient's obligations to make the bonus payment hereunder shall terminate in all respects.

EXHIBIT D
EMPLOYMENT MATTERS

[See attached]

EXHIBIT D

EMPLOYMENT MATTERS

Part I – Representations and Warranties

(a) Schedule D-I of the Seller Disclosure Schedule sets forth certain of the employees of the Company or its Subsidiaries as of the Execution Date whose principal employment duties involve providing services with respect to the Business (collectively, the “***Business Employees***”), and his or her: job title, principal work location, date of hire, employment status (i.e., active or on leave, full-time or part-time), and amounts contemplated under clause (b)(ii) of Part II of this Exhibit D.

(b) As of the Execution Date, none of the Company or any of its Subsidiaries is a party to or otherwise bound by any collective bargaining agreement or other Contract with any labor union or similar representative of any of the Company’s or any of its Subsidiaries’ employees, nor is any such Contract presently being negotiated. As of the Execution Date, none of the Business Employees are represented by a labor union with respect to their employment with the Company or its Subsidiaries and, to the Knowledge of Seller, since July 25, 2017, there has not been any effort by a labor union to organize any of the Business Employees. No labor strike, slowdown, work stoppage, dispute, lockout or other labor controversy is in effect or, to the Knowledge of Seller, threatened, and neither the Company nor any of its Subsidiaries has experienced any such labor controversy within the past three years.

(c) Schedule D-1 of the Seller Disclosure Schedule separately sets forth each Plan (i) maintained, contributed to (or required to be contributed to) or sponsored by the Seller or any of its Subsidiaries or Affiliates, excluding the Company and its Subsidiaries as of the Closing (the “***Purchased Subsidiaries***”), for the benefit of any Business Employee (collectively, the “***Seller Benefit Plans***”) and (ii) (x) maintained, contributed to (or required to be contributed to) or sponsored by the Company or any of the Purchased Subsidiaries for the benefit of any current or former Business Employee, consultant or director of the Company or any Purchased Subsidiaries, (y) to which the Company or its Purchased Subsidiaries is a party or (z) with respect to which the Company or any of its Purchased Subsidiaries has, or could reasonably be expected to have any direct, indirect, joint and several or contingent liability (clauses (x), (y) and (z) collectively, the “***Company Benefit Plans***”).

(d) The Seller has made available to Buyer, with respect to each Seller Benefit Plan and each Company Benefit plan, as applicable: (i) a copy of the Plan and all amendments (including any amendment that is scheduled to take effect in the future); (ii) a copy of any trust agreement, funding agreement, service provider agreement, insurance agreement, investment management agreement or recordkeeping agreement relating to the Plan; (iii) a copy of any summary plan description for the Plan; and (iv) a copy of any determination letter, notice or other document that has been issued by, or that has been received by the Seller or any of its Subsidiaries, any Governmental Authority with respect to such Plan.

(e) No Seller Benefit Plan nor Company Benefit Plan (i) is subject to Section 302 or Title IV of ERISA or Section 412 or 4971 of the Code or (ii) is a multiemployer plan within the meaning of Section 3(37) of ERISA or a multiple employer welfare arrangement as defined in Section 3(40) of ERISA or (ii) provides retiree health or welfare benefits to Business Employees other than health continuation coverage for periods no longer than required by COBRA and none of the Seller nor any of its Subsidiaries have ever maintained or contributed to or had an obligation to contribute to any such plan as a result of its affiliation with any organization which is a member of a controlled group of organizations within the meaning of Sections 414(b), (c), (m) or (o) of the Code or under “common control” under Section 4001(b)(1) of ERISA or otherwise.

(f) Each Seller Benefit Plan and Company Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter or prototype opinion letter from the Internal Revenue Service of the United States (the “**IRS**”) that the Company Benefit Plan is so qualified, or an application for such a letter is currently being processed by the IRS, and, to the Knowledge of the Company, no circumstance exists that would reasonably be expected to adversely affect the qualified status of such Company Benefit Plan.

(g) Each Seller Benefit Plan and Company Benefit Plan has been established and administered in accordance with its terms, and in compliance with the applicable provisions of ERISA, the Code and other applicable Laws.

(h) No Seller Benefit Plan or Company Benefit Plan covers individuals located outside of the United States.

(i) With respect to any Seller Benefit Plan or Company Benefit Plan, as of the date of this Agreement, (i) no actions (other than claims for benefits in the ordinary course) are pending or, to the Knowledge of the Company, threatened in writing and (ii) no administrative investigation, audit or other administrative proceeding by the Department of Labor, the IRS or other Governmental Authority is, to the Knowledge of Seller, pending, in progress or threatened.

(j) Except as explicitly set forth on Schedule D-I of the Seller Disclosure Schedule, neither the execution and delivery of this Agreement nor the consummation of any of the transactions contemplated by this Agreement (whether alone or in connection with another event) will (or could reasonably be expected to) (i) accelerate the time of payment, funding or vesting, or increase the amount of compensation due to any Business Employee or (ii) result in the payment of any amount or the receipt of any benefits that may be deemed a “parachute payment” under Code Section 280G, or would result in any excise tax under Code Section 4999.

(k) No Proceeding by or on behalf of any employee, prospective employee, former employee, labor organization or other representative of the Company’s or any of its Subsidiaries’ employees is pending or, to the Knowledge of Seller, threatened which, if adversely decided, individually or in the aggregate, would be material to the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries is a party to, or the subject of, any consent decree by any Governmental Authority relating to employees or employment practices. Since July 1, 2015, the Company and each of its Subsidiaries have been in material compliance with all applicable Laws, agreements, contracts, policies, plans and programs relating to employment, employment practices, compensation, benefits, hours, terms and conditions of employment, and

the termination of employment, including but not limited to any obligations pursuant to the Worker Adjustment and Retraining Notification Act of 1988 (or similar laws) (the “**WARN Act**”), the classification of employees as exempt or non-exempt from overtime pay requirements, the provision of meal and rest breaks, pay for all working time, and the proper classification of individuals as nonemployee contractors or consultants.

(l) Neither the Company nor any of its Subsidiaries has closed any plant or facility, effectuated any layoffs of employees or implemented any early retirement or voluntary separation program with the past three years, nor has the Company or any of its Subsidiaries planned or announced any such action or program for the future.

(m) Immediately following the Equity Distribution (as defined in clause (a) of Part II, below, none of the Company or any of its Subsidiaries will sponsor or maintain, or otherwise be a contributing employer (or similar term) to any of the Seller Benefit Plans. None of the Employment Entities owns (beneficially or otherwise) any Assets or has conducted any activities other than the employment of certain employees providing services with respect to the Business.

Part II - Covenants

(a) *Equity Distribution.* Notwithstanding anything in the Agreement to the contrary,

(i) Immediately prior to the Closing, Seller shall cause 100% of the Equity Interests in each of Discovery DJ Intermediate, LLC, a Delaware limited liability company, and Discovery Midstream Operating LLC, a Texas limited liability company (collectively, the “**Employment Entities**”), to be distributed to Seller or one of its Affiliates (other than the Company or any of its Subsidiaries) (the “**Equity Distribution**”);

(ii) the Unadjusted Purchase Price shall not be adjusted as a result of the Equity Distribution; and

(iii) following the Equity Distribution (and at any time following the Closing), if Seller or any of the Employment Entities makes any payment in respect of (A) any salaries, wages, benefits, general and administrative expenses or other costs or expenses incurred in the ordinary course of business (other than Company Transaction Expenses) of the Employment Entities that are made with respect to the Business between the Effective Time and the Closing and (B) after Closing, any costs or expenses associated with or attributable to any Business Employees until the earliest of the date such Business Employee (I) becomes a Continuing Employee (as defined in clause (b)(i) below), (II) otherwise separates from service with the Employment Entities, (III) rejects the Employment Offer (as defined in clause (b)(i) below), or (IV) has the Employment Offer rescinded as a result of the Business Employee’s failure to successfully complete the lawful and customary pre-employment screening and testing policies and procedures of Buyer Employer (as defined in clause (b)(i) below), (x) Seller shall deliver to Buyer written notice of such payment together with reasonable documentation evidencing such payment and (y) promptly following receipt of such written notice (and in any event within five (5) Business Days), Buyer shall deliver to Seller (or any Affiliate of Seller designated in such written

notice) cash in an amount equal to the amount of such payment by wire transfer of immediately available funds to the account designated by Seller in such written notice.

(b) *Employment Matters.*

(i) No later than 15 days following the execution of this Agreement, Buyer or its Affiliate (“**Buyer Employer**”) shall make written offers of employment (each an “**Employment Offer**”) to each of the Business Employees. Each Employment Offer will be contingent upon the occurrence of the Closing and the Business Employee’s successful completion of the lawful and customary pre-employment screening and testing policies and procedures of Buyer Employer. Seller or its Affiliates will provide reasonable access to Business Employees to conduct such pre-employment screening and testing procedures. Upon receipt of an Employment Offer, a Business Employee shall have ten (10) Business Days to accept or reject the Employment Offer. If an Employment Offer is accepted by a Business Employee, and except as otherwise provided herein with respect to Business Employees on approved leaves of absence as of the Closing Date, the Business Employee’s employment shall commence with Buyer Employer effective as of the Closing Date, conditioned upon the occurrence of the Closing. With respect to any Business Employee to whom Buyer Employer has made an Employment Offer but who is on any approved leave of absence on the Closing Date, such Business Employee shall become employed by Buyer Employer effective as of the date such Business Employee commences active employment with Buyer (provided that such commencement of active employment occurs no later than 90 days following the Closing Date or such later time as may be required by applicable Law. At least ten (10) Business Days prior to the Closing Date, Buyer shall deliver to the Company a written notice (the “**Confirmation Notice**”) specifying (i) each Business Employee who has accepted an Employment Offer and (ii) each Business Employee who has rejected an Employment Offer. Each Business Employee who accepts an Employment Offer and who becomes employed by Buyer Employer as of or following the Closing (or thereafter as provided herein) is referred to as a “**Continuing Employee.**”

(ii) During the 12-month period following the Closing Date, Buyer Employer shall provide each Continuing Employee with (i) a rate of total cash compensation with respect to such Continuing Employee that is not less than the amount of their current base salary or wages, as applicable, and their target cash incentive compensation and cash bonus opportunities as set forth on Schedule D-I of the Seller Disclosure Schedule for such Continuing Employee, and (ii) employee benefits (including subject to the limitations described in this Exhibit D, vacation and other paid time off but excluding any equity or equity-based compensation and defined benefit pension plan benefits) that are no less favorable in the aggregate than those provided to similarly situated employees of Buyer Employer.

(iii) With respect to participation by each Continuing Employee in any employee benefit plan, agreement, arrangement or program of Buyer or its Affiliates, Buyer Employer shall (and shall cause its Affiliates to): (i) recognize, for purposes of eligibility, vesting and, solely with respect to severance and vacation benefits and subject to the limitations described in this Exhibit D, benefit levels and accruals, under all plans, programs and arrangements established or maintained by Buyer Employer or an Affiliate

of Buyer Employer for the benefit of such Continuing Employee, service with Seller and its Affiliates prior to the Closing Date to the extent such service was recognized under the corresponding Plan, program or arrangement covering such Continuing Employee immediately prior to the Closing Date, and would not otherwise result in duplication of benefits; (ii) use commercially reasonable efforts to waive any pre-existing condition exclusions, actively-at-work requirements and waiting periods under all employee health and other welfare benefit plans established or maintained by Buyer Employer or an Affiliate of Buyer Employer for the benefit of such Continuing Employee, except to the extent such pre-existing condition exclusion, requirement or waiting period would have applied to such individual under the corresponding Plans of Seller or its Affiliate in which such Continuing Employee was eligible to participate immediately prior to the Closing Date; and (iii) except with respect to Continuing Employees who elect to participate in Buyer Employer's consumer driven, health savings account compatible health plans, use commercially reasonable efforts to provide full credit for any co-payments, deductibles or similar payments such Continuing Employee made or incurred under a Plan of Seller or its Affiliate prior to the Closing Date for the plan year in which the Closing Date occurs.

(iv) If a Continuing Employee is terminated without cause during the 12-month period following the Closing Date, then, subject to execution and non-revocation of a general release of claims (which may include customary post-termination restrictive covenants), Buyer Employer shall provide severance to such Continuing Employee in an amount equal to the Continuing Employee's base salary or base wage rate for the remainder of the 12-month period following the Closing Date paid in accordance with Buyer's regular payroll practices.

(v) Effective as of the Closing (or such later date that a Business Employee becomes a Continuing Employee, as contemplated hereunder), each Continuing Employee shall cease to be covered by the Seller Benefit Plans (as applicable, the "**Plan Cessation Date**"). Seller shall retain responsibility for and continue to pay all medical, life insurance, disability, and other welfare plan expenses and benefits for each Continuing Employee with respect to claims incurred by such Continuing Employee or his covered dependents on or prior to the Plan Cessation Date. Expenses and benefits with respect to claims incurred by Continuing Employees or their covered dependents after the Plan Cessation Date shall be the responsibility of Buyer. For purposes of this paragraph, a claim is deemed incurred by a Continuing Employee (i) in the case of medical or dental benefits, when the services that are the subject of the claim are performed; (ii) in the case of life insurance, when the death occurs; (iii) in the case of long-term disability benefits, when the disability occurs; (iv) in the case of workers compensation benefits, when the event giving rise to the benefits occurs; and (v) otherwise, at the time the Continuing Employee or covered dependent becomes entitled to payment of a benefit (assuming that all procedural requirements are satisfied and claims applications properly and timely completed and submitted). Buyer and its Affiliates shall have no responsibility or liability for any wages, costs, expenses or benefits associated with any Business Employee that does not become a Continuing Employee. Notwithstanding anything in this Exhibit D to the contrary, Seller shall be solely responsible for any wages, costs, expenses, benefits, or liabilities that (i) are associated with any Business Employee that does not become a Continuing Employee, (ii) are incurred or related to service performed by a Continuing Employee prior to such

Continuing Employee commencing active employment with Buyer or its Affiliate, or (iii) are associated with any Seller Benefit Plan or any Company Benefit Plan. Seller shall take whatever action is necessary to fully vest, effective as of Closing, Continuing Employees in any unvested, accrued benefits under any Seller Benefit Plan and Company Benefit Plan is intended to be qualified under Section 401(a) of the Code. Seller shall take whatever action is necessary to terminate, effective immediately prior to Closing, any Company Benefit Plan maintained or sponsored by the Company or any of the Purchased Subsidiaries.

(vi) Seller shall pay or shall cause an Employment Entity to pay each Continuing Employee for any accrued, but unused vacation, paid time off or other similar paid leave benefits as of the last day of any such Continuing Employee's employment with Seller or an Employment Entity, up to and including, the termination date of any such Continuing Employee with Seller or an Employment Entity, under the applicable vacation, paid time off or other paid leave program or policy of Seller or an Employment Entity. For the remainder of the calendar year in which a Continuing Employee's hire date with Buyer employer occurs, such Continuing Employee will be provided paid time off, pro-rated for the amount of time left in such calendar year, and based on Buyer Employer's paid time off program.

(vii) Seller shall be responsible for providing, and shall assume all liabilities in respect of, the provision of continued medical coverage pursuant to its group health plans for employees under Part 6, Title I of ERISA and Section 4980B of the Code, for all current and former employees of the Seller with respect to any "qualifying event" (within the meaning of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended) incurred on or prior to the Closing Date or otherwise arising as a result of the transactions described in this Agreement.

(viii) Seller shall be solely responsible for obligations (including notice) under the WARN Act (and any similar state law or other applicable law) that arise based in any part on events that occur from or after the Closing with respect to any employees of Sellers that are not Continuing Employees. Buyer shall be solely responsible for all obligations (including notice) under the WARN Act that arise based in any part on events that occur after the Closing with respect to any Continuing Employees.

(ix) The provisions of clause (b) of Part II of this Exhibit D are solely for the benefit of the Parties and nothing herein express or implied shall confer upon any employee, Continuing Employee or any legal representative or beneficiary thereof any rights or remedies, including any right to employment, or continued employment for any specified period, of any nature or kind whatsoever. Nothing in this clause (b) of Part II of this Exhibit D is intended to interfere with Buyer's right from and after the Closing to amend or terminate any employee benefit plan or the employment of any Continuing Employee.

EXHIBIT E
SYSTEM MAP

[See attached]

-  Pipeline
-  Processing Facility
-  Compressor Stations

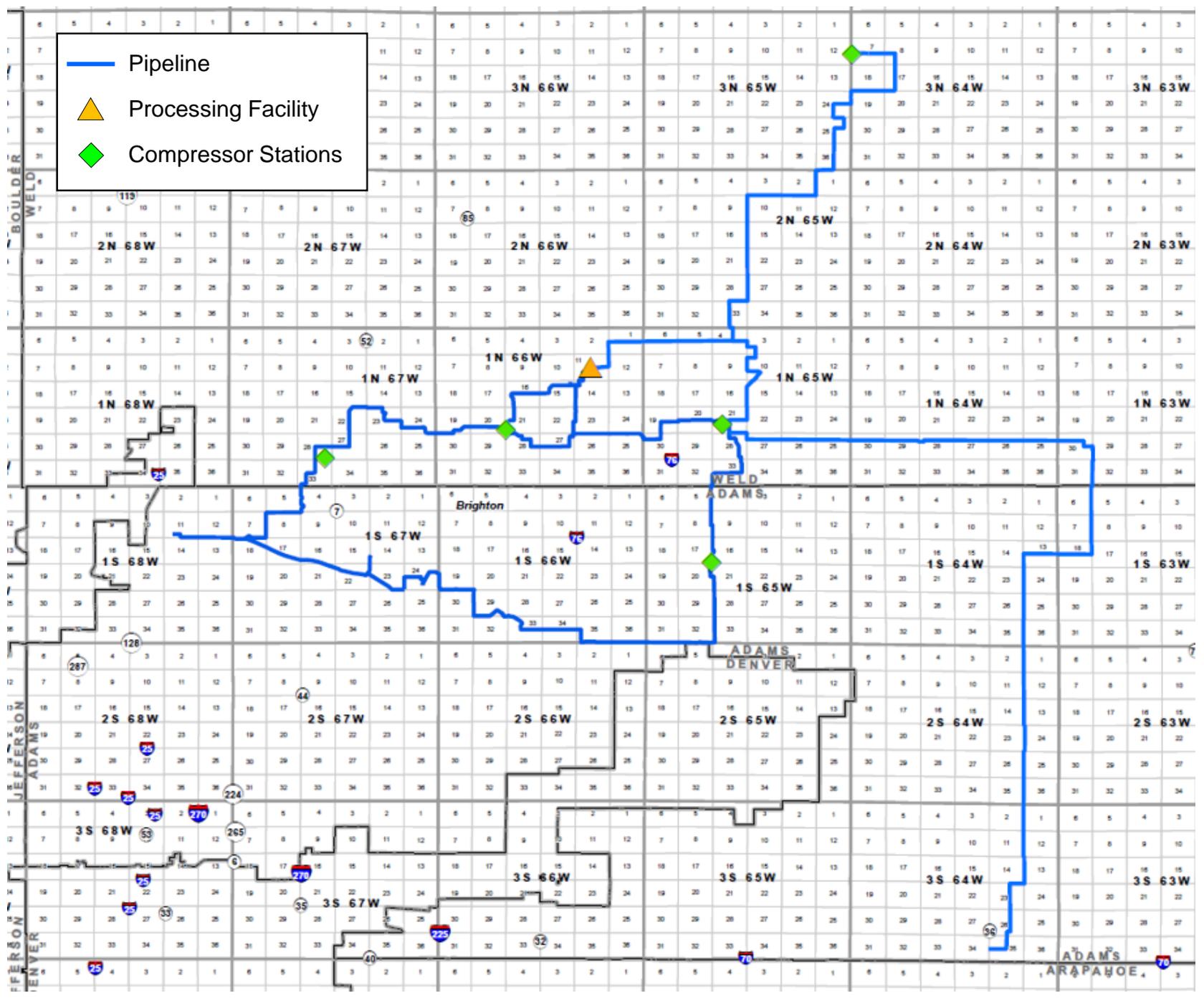


EXHIBIT F
[RESERVED]

EXHIBIT G
FORM OF NON-COMPETITION AND NON-SOLICITATION AGREEMENT

[See attached]

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Non-Competition and Non-Solicitation Agreement (“*Agreement*”) is made and entered into by and between AMHC, LLC, a Delaware limited liability company (“*Buyer*”), and Mike Davis (“*Individual*”) is conditioned upon the occurrence of the Closing, and shall be effective as of the Closing Date. Capitalized terms not defined herein have the meaning provided such term in the Purchase Agreement.

WHEREAS, concurrently with the execution and delivery of this Agreement, Buyer is entering into that certain Purchase Agreement (as the same may be amended, modified and/or supplemented from time to time, the “*Purchase Agreement*”) by and between Buyer and Discovery DJ Holdco, LLC, a Delaware limited liability company (the “*Seller*”) pursuant to which Buyer shall purchase from Seller 100% of the issued and outstanding membership interests of Discovery DJ Services, LLC, a Texas limited liability company, subject to the terms and conditions set forth in the Purchase Agreement;

WHEREAS, as a result of the transactions contemplated by the Purchase Agreement, Individual shall receive, directly or indirectly, valuable consideration and Individual will benefit materially from the transactions contemplated by the Purchase Agreement; and

WHEREAS, as an express incentive for Buyer to enter into the Purchase Agreement, and in order to protect the goodwill and other legitimate business interests acquired by Buyer for valuable consideration pursuant to the Purchase Agreement, the parties hereto desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations contained herein, and other good and valuable consideration, Buyer and Individual agree as follows:

1. **Non-Competition; Non-Solicitation.**

(a) In consideration of, and as a material inducement to, Buyer entering into the Purchase Agreement, and to satisfy a condition to the closing of the transactions contemplated by the Purchase Agreement, Individual voluntarily agrees to the covenants set forth in this Agreement. Individual agrees and acknowledges that the limitations and restrictions set forth herein are reasonable, and are necessary to prevent unfair competition and to protect the goodwill, value and substantial legitimate business interests associated with the Acquired Interests.

(b) Individual agrees that, for a period of two (2) years following the Closing, Individual shall not, directly or indirectly, through any Person or contractual arrangement:

(i) engage in any oil, gas or hydrocarbon transportation, gathering or processing business or other midstream services business anywhere in the Territory (“*Competing Business*”), or perform management, executive or supervisory functions with respect to, own, invest, operate, join, control, render financial assistance to, receive any economic benefit from, exert any influence upon, participate in, or render services or advice to, or serve as an officer, employee, partner, member, stockholder, consultant or

otherwise with, any Person engaged in a Competing Business. For purposes of this provision, “**Territory**” means the counties of Adams, Arapahoe, Boulder, Broomfield, Douglas, Elbert, Weld and Morgan in the State of Colorado.

(ii) solicit, recruit or hire any Business Employee; *provided*, that the foregoing shall not prohibit (A) a general solicitation to the public of general advertising or similar methods of solicitation from search firms not specifically directed at Business Employees or (B) soliciting, recruiting or hiring any Business Employee who has ceased to be employed by the Buyer or any of its Affiliates for at least twelve (12) months.

(iii) approach or seek Competing Business from any Customer (as hereinafter defined), refer Competing Business from any Customer to any Person or be paid commissions based on Competing Business sales received from any Customer by any Person. For purposes of this Section 1(b), “**Customer**” means any Person to which the Company or its Subsidiaries provided products or services during the 24-month period prior to the Closing Date.

(c) Notwithstanding anything to the contrary in this Agreement, nothing herein shall prevent Individual from making personal investments in securities of companies that are registered on a national stock exchange, if the aggregate amount owned by Individual does not exceed 2% of such company’s outstanding securities and Individual has no active participation in the business of such company.

(d) Because of the difficulty of measuring economic losses to Buyer as a result of a breach or threatened breach of the covenants set forth in this Agreement, and because of the immediate and irreparable damage that could be caused to Buyer for which it may not have any other adequate remedy, Buyer and each of its Affiliates shall be entitled to enforce the foregoing covenants, in the event of a breach or threatened breach, by seeking injunctions and restraining orders from any court of competent jurisdiction. The aforementioned equitable relief shall not be Buyer’s exclusive remedy for a breach but instead shall be in addition to all other rights and remedies available to Buyer, at law and equity. Individual has independently consulted with its counsel and after such consultation agrees that the covenants set forth in this Section 1 are reasonable and proper to protect the legitimate interests of Buyer.

(e) For a period of four (4) years following the Closing, Individual shall retain in strict confidence, and shall not use for any purpose (other than in connection with Individual’s provision of services under the TSA), any and all information, whether oral or written and whether in any tangible or intangible format, regarding the Company and its Subsidiaries, the Assets and the Business, and that portion of any analyses, compilations, studies, notes or other documents or records prepared by Individual that contain, reflect or are based upon confidential or proprietary information of the Company or its Subsidiaries, the Assets or the Business, other than any such information that at the time of disclosure, is, or thereafter becomes, known to the public, other than as a result of a disclosure by Individual; *provided, however*, that nothing herein shall prevent Individual from disclosing any such information to the extent requested or required by applicable Law, *provided, further*, that prior to such disclosure, Individual shall (i) to the extent legally permissible and practicable, promptly notify Buyer in writing thereof, (ii) to the extent legally permissible and practicable, consult with Buyer on the advisability of taking steps to resist or

narrow such request, and (iii) if, based on the opinion of counsel to Individual, disclosure is required, cooperate to the extent commercially reasonable with Buyer or the Company, at Buyer's expense, in any attempt that it may make to obtain an order or other reliable assurance that confidential treatment will be accorded to such information, *provided, further*, that the use of mental impressions by Individual shall not be a violation of this Section 1(e).

2. **Severability.** The covenants in this Agreement, and each provision and portion hereof, are severable and separate, and the unenforceability of any specific covenant (or portion thereof) shall not affect the provisions of any other covenant (or portion thereof). Moreover, in the event any court of competent jurisdiction shall determine that the scope, time or territorial restrictions set forth are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent which such arbitrator or court deems reasonable, and this Agreement shall thereby be reformed.

3. **Applicable Law; Submission to Jurisdiction.** This Agreement shall in all respects be construed according to the laws of the State of Delaware without regard to its conflict of laws principles that would result in the application of the laws of another jurisdiction. With respect to any claim or dispute related to or arising under this Agreement, the parties hereby consent to the non-exclusive jurisdiction, forum and venue of the state and federal courts located in the State of Delaware.

4. **Term; Termination.** This Agreement shall continue in full force and effect until the earlier of (a) four (4) years from the Closing Date or (b) the valid termination of the Purchase Agreement according to its terms.

5. **Entire Agreement and Amendment.** This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous agreements and understandings, oral or written, between the parties hereto concerning the subject matter hereof. This Agreement may be amended only by a written instrument executed by both parties hereto.

6. **Waiver of Breach.** Any waiver of this Agreement must be executed by the party to be bound by such waiver. No waiver by either party hereto of a breach of any provision of this Agreement by the other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, will operate or be construed as a waiver of any subsequent breach by such other party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either party hereto to take any action by reason of any breach will not deprive such party of the right to take action at any time while such breach continues.

7. **Assignment.** This Agreement is personal to Individual, and neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferred by Individual. Buyer may assign this Agreement and its rights hereunder without Individual's consent, including to any of Buyer's affiliates and to any successor (whether by merger, purchase or otherwise) to all or substantially all of the equity, assets or businesses of Buyer or any of its affiliates.

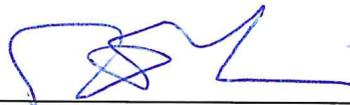
8. **Counterparts.** This Agreement may be executed in any number of counterparts, including by electronic mail or facsimile, each of which when so executed and delivered shall be

an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party, but together signed by both parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Individual and Buyer each have caused this Agreement to be executed and effective as of the Effective Date.

MIKE DAVIS

A handwritten signature in blue ink, appearing to be 'Mike Davis', written over a horizontal line.

Mike Davis

AMHC, LLC

A handwritten signature in black ink, appearing to read 'James Cunningham', written over a horizontal line.

By:

Name: James Cunningham
Title: Authorized Representative

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Non-Competition and Non-Solicitation Agreement (“*Agreement*”) is made and entered into by and between AMHC, LLC, a Delaware limited liability company (“*Buyer*”), and Steven Meisel (“*Individual*”) is conditioned upon the occurrence of the Closing, and shall be effective as of the Closing Date. Capitalized terms not defined herein have the meaning provided such term in the Purchase Agreement.

WHEREAS, concurrently with the execution and delivery of this Agreement, Buyer is entering into that certain Purchase Agreement (as the same may be amended, modified and/or supplemented from time to time, the “*Purchase Agreement*”) by and between Buyer and Discovery DJ Holdco, LLC, a Delaware limited liability company (the “*Seller*”) pursuant to which Buyer shall purchase from Seller 100% of the issued and outstanding membership interests of Discovery DJ Services, LLC, a Texas limited liability company, subject to the terms and conditions set forth in the Purchase Agreement;

WHEREAS, as a result of the transactions contemplated by the Purchase Agreement, Individual shall receive, directly or indirectly, valuable consideration and Individual will benefit materially from the transactions contemplated by the Purchase Agreement; and

WHEREAS, as an express incentive for Buyer to enter into the Purchase Agreement, and in order to protect the goodwill and other legitimate business interests acquired by Buyer for valuable consideration pursuant to the Purchase Agreement, the parties hereto desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations contained herein, and other good and valuable consideration, Buyer and Individual agree as follows:

1. **Non-Competition; Non-Solicitation.**

(a) In consideration of, and as a material inducement to, Buyer entering into the Purchase Agreement, and to satisfy a condition to the closing of the transactions contemplated by the Purchase Agreement, Individual voluntarily agrees to the covenants set forth in this Agreement. Individual agrees and acknowledges that the limitations and restrictions set forth herein are reasonable, and are necessary to prevent unfair competition and to protect the goodwill, value and substantial legitimate business interests associated with the Acquired Interests.

(b) Individual agrees that, for a period of two (2) years following the Closing, Individual shall not, directly or indirectly, through any Person or contractual arrangement:

(i) engage in any oil, gas or hydrocarbon transportation, gathering or processing business or other midstream services business anywhere in the Territory (“*Competing Business*”), or perform management, executive or supervisory functions with respect to, own, invest, operate, join, control, render financial assistance to, receive any economic benefit from, exert any influence upon, participate in, or render services or advice to, or serve as an officer, employee, partner, member, stockholder, consultant or

otherwise with, any Person engaged in a Competing Business. For purposes of this provision, “**Territory**” means the counties of Adams, Arapahoe, Boulder, Broomfield, Douglas, Elbert, Weld and Morgan in the State of Colorado.

(ii) solicit, recruit or hire any Business Employee; *provided*, that the foregoing shall not prohibit (A) a general solicitation to the public of general advertising or similar methods of solicitation from search firms not specifically directed at Business Employees or (B) soliciting, recruiting or hiring any Business Employee who has ceased to be employed by the Buyer or any of its Affiliates for at least twelve (12) months.

(iii) approach or seek Competing Business from any Customer (as hereinafter defined), refer Competing Business from any Customer to any Person or be paid commissions based on Competing Business sales received from any Customer by any Person. For purposes of this Section 1(b), “**Customer**” means any Person to which the Company or its Subsidiaries provided products or services during the 24-month period prior to the Closing Date.

(c) Notwithstanding anything to the contrary in this Agreement, nothing herein shall prevent Individual from making personal investments in securities of companies that are registered on a national stock exchange, if the aggregate amount owned by Individual does not exceed 2% of such company’s outstanding securities and Individual has no active participation in the business of such company.

(d) Because of the difficulty of measuring economic losses to Buyer as a result of a breach or threatened breach of the covenants set forth in this Agreement, and because of the immediate and irreparable damage that could be caused to Buyer for which it may not have any other adequate remedy, Buyer and each of its Affiliates shall be entitled to enforce the foregoing covenants, in the event of a breach or threatened breach, by seeking injunctions and restraining orders from any court of competent jurisdiction. The aforementioned equitable relief shall not be Buyer’s exclusive remedy for a breach but instead shall be in addition to all other rights and remedies available to Buyer, at law and equity. Individual has independently consulted with its counsel and after such consultation agrees that the covenants set forth in this Section 1 are reasonable and proper to protect the legitimate interests of Buyer.

(e) For a period of four (4) years following the Closing, Individual shall retain in strict confidence, and shall not use for any purpose (other than in connection with Individual’s provision of services under the TSA), any and all information, whether oral or written and whether in any tangible or intangible format, regarding the Company and its Subsidiaries, the Assets and the Business, and that portion of any analyses, compilations, studies, notes or other documents or records prepared by Individual that contain, reflect or are based upon confidential or proprietary information of the Company or its Subsidiaries, the Assets or the Business, other than any such information that at the time of disclosure, is, or thereafter becomes, known to the public, other than as a result of a disclosure by Individual; *provided, however*, that nothing herein shall prevent Individual from disclosing any such information to the extent requested or required by applicable Law, *provided, further*, that prior to such disclosure, Individual shall (i) to the extent legally permissible and practicable, promptly notify Buyer in writing thereof, (ii) to the extent legally permissible and practicable, consult with Buyer on the advisability of taking steps to resist or

narrow such request, and (iii) if, based on the opinion of counsel to Individual, disclosure is required, cooperate to the extent commercially reasonable with Buyer or the Company, at Buyer's expense, in any attempt that it may make to obtain an order or other reliable assurance that confidential treatment will be accorded to such information, *provided, further*, that the use of mental impressions by Individual shall not be a violation of this Section 1(e).

2. **Severability.** The covenants in this Agreement, and each provision and portion hereof, are severable and separate, and the unenforceability of any specific covenant (or portion thereof) shall not affect the provisions of any other covenant (or portion thereof). Moreover, in the event any court of competent jurisdiction shall determine that the scope, time or territorial restrictions set forth are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent which such arbitrator or court deems reasonable, and this Agreement shall thereby be reformed.

3. **Applicable Law; Submission to Jurisdiction.** This Agreement shall in all respects be construed according to the laws of the State of Delaware without regard to its conflict of laws principles that would result in the application of the laws of another jurisdiction. With respect to any claim or dispute related to or arising under this Agreement, the parties hereby consent to the non-exclusive jurisdiction, forum and venue of the state and federal courts located in the State of Delaware.

4. **Term; Termination.** This Agreement shall continue in full force and effect until the earlier of (a) four (4) years from the Closing Date or (b) the valid termination of the Purchase Agreement according to its terms.

5. **Entire Agreement and Amendment.** This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous agreements and understandings, oral or written, between the parties hereto concerning the subject matter hereof. This Agreement may be amended only by a written instrument executed by both parties hereto.

6. **Waiver of Breach.** Any waiver of this Agreement must be executed by the party to be bound by such waiver. No waiver by either party hereto of a breach of any provision of this Agreement by the other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, will operate or be construed as a waiver of any subsequent breach by such other party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either party hereto to take any action by reason of any breach will not deprive such party of the right to take action at any time while such breach continues.

7. **Assignment.** This Agreement is personal to Individual, and neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferred by Individual. Buyer may assign this Agreement and its rights hereunder without Individual's consent, including to any of Buyer's affiliates and to any successor (whether by merger, purchase or otherwise) to all or substantially all of the equity, assets or businesses of Buyer or any of its affiliates.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, including by electronic mail or facsimile, each of which when so executed and delivered shall be

an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party, but together signed by both parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Individual and Buyer each have caused this Agreement to be executed and effective as of the Effective Date.

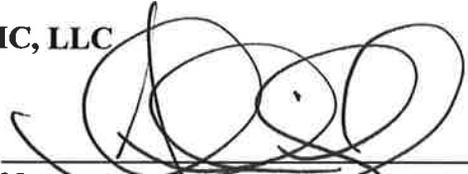
STEVEN MEISEL



Steven Meisel

AMHC, LLC

By:

A handwritten signature in black ink, appearing to read 'James Cunningham', written over a horizontal line.

Name: James Cunningham
Title: Authorized Representative

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Non-Competition and Non-Solicitation Agreement (“*Agreement*”) is made and entered into by and between AMHC, LLC, a Delaware limited liability company (“*Buyer*”), and Daniel Sailors (“*Individual*”) is conditioned upon the occurrence of the Closing, and shall be effective as of the Closing Date. Capitalized terms not defined herein have the meaning provided such term in the Purchase Agreement.

WHEREAS, concurrently with the execution and delivery of this Agreement, Buyer is entering into that certain Purchase Agreement (as the same may be amended, modified and/or supplemented from time to time, the “*Purchase Agreement*”) by and between Buyer and Discovery DJ Holdco, LLC, a Delaware limited liability company (the “*Seller*”) pursuant to which Buyer shall purchase from Seller 100% of the issued and outstanding membership interests of Discovery DJ Services, LLC, a Texas limited liability company, subject to the terms and conditions set forth in the Purchase Agreement;

WHEREAS, as a result of the transactions contemplated by the Purchase Agreement, Individual shall receive, directly or indirectly, valuable consideration and Individual will benefit materially from the transactions contemplated by the Purchase Agreement; and

WHEREAS, as an express incentive for Buyer to enter into the Purchase Agreement, and in order to protect the goodwill and other legitimate business interests acquired by Buyer for valuable consideration pursuant to the Purchase Agreement, the parties hereto desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations contained herein, and other good and valuable consideration, Buyer and Individual agree as follows:

1. **Non-Competition; Non-Solicitation.**

(a) In consideration of, and as a material inducement to, Buyer entering into the Purchase Agreement, and to satisfy a condition to the closing of the transactions contemplated by the Purchase Agreement, Individual voluntarily agrees to the covenants set forth in this Agreement. Individual agrees and acknowledges that the limitations and restrictions set forth herein are reasonable, and are necessary to prevent unfair competition and to protect the goodwill, value and substantial legitimate business interests associated with the Acquired Interests.

(b) Individual agrees that, for a period of two (2) years following the Closing, Individual shall not, directly or indirectly, through any Person or contractual arrangement:

(i) engage in any oil, gas or hydrocarbon transportation, gathering or processing business or other midstream services business anywhere in the Territory (“*Competing Business*”), or perform management, executive or supervisory functions with respect to, own, invest, operate, join, control, render financial assistance to, receive any economic benefit from, exert any influence upon, participate in, or render services or advice to, or serve as an officer, employee, partner, member, stockholder, consultant or

otherwise with, any Person engaged in a Competing Business. For purposes of this provision, “**Territory**” means the counties of Adams, Arapahoe, Boulder, Broomfield, Douglas, Elbert, Weld and Morgan in the State of Colorado.

(ii) solicit, recruit or hire any Business Employee; *provided*, that the foregoing shall not prohibit (A) a general solicitation to the public of general advertising or similar methods of solicitation from search firms not specifically directed at Business Employees or (B) soliciting, recruiting or hiring any Business Employee who has ceased to be employed by the Buyer or any of its Affiliates for at least twelve (12) months.

(iii) approach or seek Competing Business from any Customer (as hereinafter defined), refer Competing Business from any Customer to any Person or be paid commissions based on Competing Business sales received from any Customer by any Person. For purposes of this Section 1(b), “**Customer**” means any Person to which the Company or its Subsidiaries provided products or services during the 24-month period prior to the Closing Date.

(c) Notwithstanding anything to the contrary in this Agreement, nothing herein shall prevent Individual from making personal investments in securities of companies that are registered on a national stock exchange, if the aggregate amount owned by Individual does not exceed 2% of such company’s outstanding securities and Individual has no active participation in the business of such company.

(d) Because of the difficulty of measuring economic losses to Buyer as a result of a breach or threatened breach of the covenants set forth in this Agreement, and because of the immediate and irreparable damage that could be caused to Buyer for which it may not have any other adequate remedy, Buyer and each of its Affiliates shall be entitled to enforce the foregoing covenants, in the event of a breach or threatened breach, by seeking injunctions and restraining orders from any court of competent jurisdiction. The aforementioned equitable relief shall not be Buyer’s exclusive remedy for a breach but instead shall be in addition to all other rights and remedies available to Buyer, at law and equity. Individual has independently consulted with its counsel and after such consultation agrees that the covenants set forth in this Section 1 are reasonable and proper to protect the legitimate interests of Buyer.

(e) For a period of four (4) years following the Closing, Individual shall retain in strict confidence, and shall not use for any purpose (other than in connection with Individual’s provision of services under the TSA), any and all information, whether oral or written and whether in any tangible or intangible format, regarding the Company and its Subsidiaries, the Assets and the Business, and that portion of any analyses, compilations, studies, notes or other documents or records prepared by Individual that contain, reflect or are based upon confidential or proprietary information of the Company or its Subsidiaries, the Assets or the Business, other than any such information that at the time of disclosure, is, or thereafter becomes, known to the public, other than as a result of a disclosure by Individual; *provided, however*, that nothing herein shall prevent Individual from disclosing any such information to the extent requested or required by applicable Law, *provided, further*, that prior to such disclosure, Individual shall (i) to the extent legally permissible and practicable, promptly notify Buyer in writing thereof, (ii) to the extent legally permissible and practicable, consult with Buyer on the advisability of taking steps to resist or

narrow such request, and (iii) if, based on the opinion of counsel to Individual, disclosure is required, cooperate to the extent commercially reasonable with Buyer or the Company, at Buyer's expense, in any attempt that it may make to obtain an order or other reliable assurance that confidential treatment will be accorded to such information, *provided, further*, that the use of mental impressions by Individual shall not be a violation of this Section 1(e).

2. **Severability.** The covenants in this Agreement, and each provision and portion hereof, are severable and separate, and the unenforceability of any specific covenant (or portion thereof) shall not affect the provisions of any other covenant (or portion thereof). Moreover, in the event any court of competent jurisdiction shall determine that the scope, time or territorial restrictions set forth are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent which such arbitrator or court deems reasonable, and this Agreement shall thereby be reformed.

3. **Applicable Law; Submission to Jurisdiction.** This Agreement shall in all respects be construed according to the laws of the State of Delaware without regard to its conflict of laws principles that would result in the application of the laws of another jurisdiction. With respect to any claim or dispute related to or arising under this Agreement, the parties hereby consent to the non-exclusive jurisdiction, forum and venue of the state and federal courts located in the State of Delaware.

4. **Term; Termination.** This Agreement shall continue in full force and effect until the earlier of (a) four (4) years from the Closing Date or (b) the valid termination of the Purchase Agreement according to its terms.

5. **Entire Agreement and Amendment.** This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous agreements and understandings, oral or written, between the parties hereto concerning the subject matter hereof. This Agreement may be amended only by a written instrument executed by both parties hereto.

6. **Waiver of Breach.** Any waiver of this Agreement must be executed by the party to be bound by such waiver. No waiver by either party hereto of a breach of any provision of this Agreement by the other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, will operate or be construed as a waiver of any subsequent breach by such other party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either party hereto to take any action by reason of any breach will not deprive such party of the right to take action at any time while such breach continues.

7. **Assignment.** This Agreement is personal to Individual, and neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferred by Individual. Buyer may assign this Agreement and its rights hereunder without Individual's consent, including to any of Buyer's affiliates and to any successor (whether by merger, purchase or otherwise) to all or substantially all of the equity, assets or businesses of Buyer or any of its affiliates.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, including by electronic mail or facsimile, each of which when so executed and delivered shall be

an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party, but together signed by both parties hereto.

[Signature Page Follows]

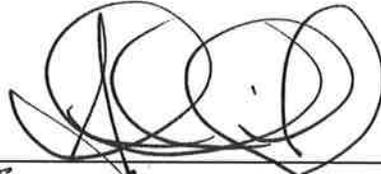
IN WITNESS WHEREOF, Individual and Buyer each have caused this Agreement to be executed and effective as of the Effective Date.

DANIEL SAILORS



Daniel Sailors

AMHC, LLC

A handwritten signature in black ink, appearing to read 'James Cunningham', written over a horizontal line.

By:

Name: James Cunningham
Title: Authorized Representative

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Non-Competition and Non-Solicitation Agreement (“*Agreement*”) is made and entered into by and between AMHC, LLC, a Delaware limited liability company (“*Buyer*”), and Drew Chambers (“*Individual*”) is conditioned upon the occurrence of the Closing, and shall be effective as of the Closing Date. Capitalized terms not defined herein have the meaning provided such term in the Purchase Agreement.

WHEREAS, concurrently with the execution and delivery of this Agreement, Buyer is entering into that certain Purchase Agreement (as the same may be amended, modified and/or supplemented from time to time, the “*Purchase Agreement*”) by and between Buyer and Discovery DJ Holdco, LLC, a Delaware limited liability company (the “*Seller*”) pursuant to which Buyer shall purchase from Seller 100% of the issued and outstanding membership interests of Discovery DJ Services, LLC, a Texas limited liability company, subject to the terms and conditions set forth in the Purchase Agreement;

WHEREAS, as a result of the transactions contemplated by the Purchase Agreement, Individual shall receive, directly or indirectly, valuable consideration and Individual will benefit materially from the transactions contemplated by the Purchase Agreement; and

WHEREAS, as an express incentive for Buyer to enter into the Purchase Agreement, and in order to protect the goodwill and other legitimate business interests acquired by Buyer for valuable consideration pursuant to the Purchase Agreement, the parties hereto desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations contained herein, and other good and valuable consideration, Buyer and Individual agree as follows:

1. **Non-Competition; Non-Solicitation.**

(a) In consideration of, and as a material inducement to, Buyer entering into the Purchase Agreement, and to satisfy a condition to the closing of the transactions contemplated by the Purchase Agreement, Individual voluntarily agrees to the covenants set forth in this Agreement. Individual agrees and acknowledges that the limitations and restrictions set forth herein are reasonable, and are necessary to prevent unfair competition and to protect the goodwill, value and substantial legitimate business interests associated with the Acquired Interests.

(b) Individual agrees that, for a period of two (2) years following the Closing, Individual shall not, directly or indirectly, through any Person or contractual arrangement:

(i) engage in any oil, gas or hydrocarbon transportation, gathering or processing business or other midstream services business anywhere in the Territory (“*Competing Business*”), or perform management, executive or supervisory functions with respect to, own, invest, operate, join, control, render financial assistance to, receive any economic benefit from, exert any influence upon, participate in, or render services or advice to, or serve as an officer, employee, partner, member, stockholder, consultant or

otherwise with, any Person engaged in a Competing Business. For purposes of this provision, “**Territory**” means the counties of Adams, Arapahoe, Boulder, Broomfield, Douglas, Elbert, Weld and Morgan in the State of Colorado.

(ii) solicit, recruit or hire any Business Employee; *provided*, that the foregoing shall not prohibit (A) a general solicitation to the public of general advertising or similar methods of solicitation from search firms not specifically directed at Business Employees or (B) soliciting, recruiting or hiring any Business Employee who has ceased to be employed by the Buyer or any of its Affiliates for at least twelve (12) months.

(iii) approach or seek Competing Business from any Customer (as hereinafter defined), refer Competing Business from any Customer to any Person or be paid commissions based on Competing Business sales received from any Customer by any Person. For purposes of this Section 1(b), “**Customer**” means any Person to which the Company or its Subsidiaries provided products or services during the 24-month period prior to the Closing Date.

(c) Notwithstanding anything to the contrary in this Agreement, nothing herein shall prevent Individual from making personal investments in securities of companies that are registered on a national stock exchange, if the aggregate amount owned by Individual does not exceed 2% of such company’s outstanding securities and Individual has no active participation in the business of such company.

(d) Because of the difficulty of measuring economic losses to Buyer as a result of a breach or threatened breach of the covenants set forth in this Agreement, and because of the immediate and irreparable damage that could be caused to Buyer for which it may not have any other adequate remedy, Buyer and each of its Affiliates shall be entitled to enforce the foregoing covenants, in the event of a breach or threatened breach, by seeking injunctions and restraining orders from any court of competent jurisdiction. The aforementioned equitable relief shall not be Buyer’s exclusive remedy for a breach but instead shall be in addition to all other rights and remedies available to Buyer, at law and equity. Individual has independently consulted with its counsel and after such consultation agrees that the covenants set forth in this Section 1 are reasonable and proper to protect the legitimate interests of Buyer.

(e) For a period of four (4) years following the Closing, Individual shall retain in strict confidence, and shall not use for any purpose (other than in connection with Individual’s provision of services under the TSA), any and all information, whether oral or written and whether in any tangible or intangible format, regarding the Company and its Subsidiaries, the Assets and the Business, and that portion of any analyses, compilations, studies, notes or other documents or records prepared by Individual that contain, reflect or are based upon confidential or proprietary information of the Company or its Subsidiaries, the Assets or the Business, other than any such information that at the time of disclosure, is, or thereafter becomes, known to the public, other than as a result of a disclosure by Individual; *provided, however*, that nothing herein shall prevent Individual from disclosing any such information to the extent requested or required by applicable Law, *provided, further*, that prior to such disclosure, Individual shall (i) to the extent legally permissible and practicable, promptly notify Buyer in writing thereof, (ii) to the extent legally permissible and practicable, consult with Buyer on the advisability of taking steps to resist or

narrow such request, and (iii) if, based on the opinion of counsel to Individual, disclosure is required, cooperate to the extent commercially reasonable with Buyer or the Company, at Buyer's expense, in any attempt that it may make to obtain an order or other reliable assurance that confidential treatment will be accorded to such information, *provided, further*, that the use of mental impressions by Individual shall not be a violation of this Section 1(e).

2. **Severability.** The covenants in this Agreement, and each provision and portion hereof, are severable and separate, and the unenforceability of any specific covenant (or portion thereof) shall not affect the provisions of any other covenant (or portion thereof). Moreover, in the event any court of competent jurisdiction shall determine that the scope, time or territorial restrictions set forth are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent which such arbitrator or court deems reasonable, and this Agreement shall thereby be reformed.

3. **Applicable Law; Submission to Jurisdiction.** This Agreement shall in all respects be construed according to the laws of the State of Delaware without regard to its conflict of laws principles that would result in the application of the laws of another jurisdiction. With respect to any claim or dispute related to or arising under this Agreement, the parties hereby consent to the non-exclusive jurisdiction, forum and venue of the state and federal courts located in the State of Delaware.

4. **Term; Termination.** This Agreement shall continue in full force and effect until the earlier of (a) four (4) years from the Closing Date or (b) the valid termination of the Purchase Agreement according to its terms.

5. **Entire Agreement and Amendment.** This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior and contemporaneous agreements and understandings, oral or written, between the parties hereto concerning the subject matter hereof. This Agreement may be amended only by a written instrument executed by both parties hereto.

6. **Waiver of Breach.** Any waiver of this Agreement must be executed by the party to be bound by such waiver. No waiver by either party hereto of a breach of any provision of this Agreement by the other party, or of compliance with any condition or provision of this Agreement to be performed by such other party, will operate or be construed as a waiver of any subsequent breach by such other party or any similar or dissimilar provision or condition at the same or any subsequent time. The failure of either party hereto to take any action by reason of any breach will not deprive such party of the right to take action at any time while such breach continues.

7. **Assignment.** This Agreement is personal to Individual, and neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferred by Individual. Buyer may assign this Agreement and its rights hereunder without Individual's consent, including to any of Buyer's affiliates and to any successor (whether by merger, purchase or otherwise) to all or substantially all of the equity, assets or businesses of Buyer or any of its affiliates.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, including by electronic mail or facsimile, each of which when so executed and delivered shall be

an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by one party, but together signed by both parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, Individual and Buyer each have caused this Agreement to be executed and effective as of the Effective Date.

DREW CHAMBERS



Drew Chambers

AMHC, LLC

A handwritten signature in black ink, appearing to read 'James Cunningham', is written over a horizontal line. The signature is stylized with several loops and a long, sweeping underline.

By:

Name: James Cunningham
Title: Authorized Representative

EXHIBIT H
FORM OF MUTUAL RELEASE

[See attached]

MUTUAL RELEASE

This MUTUAL RELEASE (this “**Mutual Release**”) is dated as of [●], 2018 (the “**Closing Date**”), by and among Discovery DJ Holdco, LLC, a Delaware limited liability company (“**Seller**”), Discovery DJ Services, LLC, a Texas limited liability company (the “**Company**”) and AMHC, LLC, a Delaware limited liability company (“**Buyer**” and together with the Sellers and the Company, the “**Parties**” and individually, a “**Party**”). Capitalized terms used but not herein defined will have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Seller owns 100% of the issued and outstanding membership interests of the Company (the “**Acquired Interests**”);

WHEREAS, the Parties entered into that certain Purchase Agreement (as the same may be amended, modified and/or supplemented from time to time, the “**Purchase Agreement**”), dated as of July 2, 2018, pursuant to which, subject to the terms and conditions set forth therein, Seller is selling, and Buyer is purchasing, the Acquired Interests in exchange for payment of the consideration specified in, the Purchase Agreement at the Closing; and

WHEREAS, this Mutual Release is being delivered in accordance with the Purchase Agreement.

AGREEMENTS

Now, therefore, in consideration of the premises and the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. General Releases.

(a) Effective as of the Closing, except for (i) any rights or obligations under the Purchase Agreement or any other Transaction Document, and (ii) claims of their Fraud, Seller, on behalf of itself, its Affiliates (other than the Company and its Subsidiaries) and successors and assigns (collectively, the “**Seller Releasers**”), releases and forever discharges Buyer, the Company and its Subsidiaries and their respective Affiliates, officers and directors, successors and assigns in their capacities as such (individually, a “**Seller Releasee**” and collectively, the “**Seller Releasees**”) from and against any and all losses, claims, damages, liabilities, judgments and costs and expenses (including reasonable attorneys’ fees and expenses) (collectively, “**Losses**”) whether arising or pleaded in law or in equity, under contract, statute, tort or otherwise, whether known or unknown, whether accrued, potential, inchoate, liquidated, contingent, or actual, whether asserted or that might have been asserted, which any Seller Releaser now has, has ever had or may hereafter have against the respective Seller Releasees, arising out of any matter, act, omission, cause or event relating to the Company and its Subsidiaries, the Business, the Assets or Seller’s ownership of the Acquired Interests, in each case occurring contemporaneously with or before the Closing and whether or not relating to claims pending on, or asserted after, the Closing (subject to the exclusions set forth above, individually a “**Released Claim**” and collectively, the “**Released Claims**”).

(b) Effective as of the Closing, except for (i) any rights or obligations under the Purchase Agreement or any other Transaction Document, and (ii) claims of their Fraud, Buyer and the Company, on behalf of themselves, the Company's Subsidiaries, and each of their successors and assigns (collectively, the "**Company Releasors**"), releases and forever discharges Seller, its Affiliates (other than the Company and its Subsidiaries) and its officers or directors and the officers and directors prior to Closing of the Company and its Subsidiaries and their successors and assigns in their capacities as such (individually, a "**Company Releasee**" and collectively, the "**Company Releasees**") from and against any and all Losses, whether arising or pleaded in law or in equity, under contract, statute, tort or otherwise, whether known or unknown, whether accrued, potential, inchoate, liquidated, contingent, or actual, whether asserted or that might have been asserted, which any Company Releasor now has, has ever had or may hereafter have against the Company Releasees, arising out of any Released Claim.

2. **No Claims.**

(a) The releases contained in Section 1 will be construed as general releases with respect to the Released Claims and Seller, on behalf of the Seller Releasors, and Buyer and the Company, on behalf of the Company Releasors, each irrevocably waives their respective rights with respect to their Released Claims under any applicable Law that provides that a general release does not extend to claims which a releasing party does not know of, or suspect to exist in its favor, at the time of execution of the release, which if known would have affected its release agreement with the released party. Seller shall cause the Seller Releasors not to, and Buyer shall cause the Company Releasors not to, directly or indirectly, assert any claim or demand, or commence, institute or cause to be commenced any action, suit, arbitration or other proceeding against any Seller Releasee or Company Releasee, as applicable, based upon or in connection with any Released Claim.

(b) The releases contained in Section 1 are a complete compromise of rights by each Seller Releasor and each Company Releasor solely with respect to the Released Claims. Seller, on behalf of the Seller Releasors, and Buyer, on behalf of the Company Releasors, each waives any rights it may have with respect to the Released Claims under any statute or common law principle that would limit the effect of this Mutual Release to those matters actually known or suspected to exist at the time of execution of this Mutual Release, or that would otherwise limit the scope and breadth of this Mutual Release in any way, as the parties intend a full and final repose of all disputes and potential litigation related to the Released Claims.

(c) In entering into this Mutual Release, each party hereto assumes the risk of any mistake of law or fact with respect to the Released Claims. If such party should later discover that any fact such party relied upon in entering this Mutual Release is not true, or that its understanding of the facts or the law with respect to the Released Claims was incorrect, then it will not be entitled to seek rescission of this Mutual Release by reason thereof. The parties are entering into this Mutual Release as a commercial accommodation only. Nothing contained in this Mutual Release will constitute, or will be construed to constitute, an admission of fact, liability or wrongdoing on the part of any party.

3. **Governing Law.** This Mutual Release shall be governed by and construed and interpreted in accordance with the Laws of the State of Delaware, without giving effect to any

conflicts of law principles (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware

4. **Consent to Jurisdiction.** The Parties irrevocably submit to the exclusive jurisdiction of (a) the Delaware Court of Chancery, and (b) any state appellate court therefrom within the State of Delaware (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware), for the purposes of any Proceeding arising out of this Mutual Release or the transactions contemplated hereby (and each agrees that no such Proceeding relating to this Mutual Release or the transactions contemplated hereby shall be brought by it except in such courts). The Parties irrevocably and unconditionally waive (and agree not to plead or claim) any objection to the laying of venue of any Proceeding arising out of this Mutual Release or the transactions contemplated hereby in (i) the Delaware Court of Chancery, or (ii) any state appellate court therefrom within the State of Delaware (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) or that any such Proceeding brought in any such court has been brought in an inconvenient forum. Each Party also agrees that any final and non-appealable judgment against a Party in connection with any Proceeding shall be conclusive and binding on such Party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such award or judgment shall be conclusive evidence.

5. **Waiver of Jury Trial.** Each Party hereby irrevocably waives, and covenants that it will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any forum in respect of any issue, claim, demand, action, Proceeding or counterclaim arising in whole or in part under, related to, based on, or in connection with, this Mutual Release or the subject matter hereof, whether now existing or hereafter arising and whether sounding in tort or contract or otherwise. Any Party may file an original counterpart or a copy of this Section 5 with any court as written evidence of the consent of each Party to the waiver of its right to trial by jury.

6. **Amendment and Modification.** This Mutual Release may be amended, modified or supplemented only by written agreement of the Parties.

7. **Waiver of Compliance; Consents.** Except as otherwise provided in this Mutual Release, any failure of any of the Parties to comply with any obligation, covenant, agreement or condition in this Mutual Release may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

8. **Notices.** Any notice, demand or communication required or permitted under this Mutual Release shall be in writing and delivered personally, by reputable overnight delivery service or other courier or by certified mail, postage prepaid, return receipt requested, or by e-mail, and shall be deemed to have been duly given (a) as of the date of delivery if delivered personally or by overnight delivery service or other courier, or by e-mail, or (b) on the date receipt is acknowledged if delivered by certified mail, addressed as follows; provided that a notice of a change of address shall be effective only upon receipt thereof:

If to Seller to:

Discovery DJ Holdings, LLC
7859 Walnut Hill Lane, Suite 335
Dallas, Texas 75230
Attention: Andrew Chambers
Email: drew@discoverymidstream.com

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

Vinson & Elkins L.L.P.
1001 Fannin Street, Suite 2500
Houston, Texas 77002
Attention: John Grand
Email: jgrand@velaw.com

If to Buyer to:

AMHC, LLC
c/o The Williams Companies, Inc.
One Williams Center,
Tulsa, Oklahoma 74172
Attention: Senior Vice President, Corporate Strategic Development
Email: chad.zamarin@williams.com

AMHC, LLC
c/o Kohlberg Kravis Roberts & Co. L.P.
2800 Sandhill Road, Suite 200
Menlo Park, California 94025
Attention: Brandon Freiman and James Cunningham
Email: Brandon.Freiman@kkr.com; James.Cunningham@kkr.com

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

The Williams Companies, Inc.
One Williams Center
Tulsa, Oklahoma 74172-0172
Attention: General Counsel
E-mail: lane.wilson@williams.com

Gibson, Dunn & Crutcher LLP
1801 California Street, Suite 4200
Denver, CO 80202
Attention: Steven K. Talley
E-mail: stalley@gibsondunn.com

Simpson Thacher & Bartlett LLP
600 Travis Street, Suite 5400
Houston, Texas 77002
Attention: M. Breen Haire
E-mail: breen.haire@stblaw.com

9. **Assignment.** This Mutual Release shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. Neither Party may assign or transfer this Mutual Release or any of its rights, interests or obligations under this Mutual Release without the prior written consent of the other Party. Any attempted assignment or transfer in violation of this Mutual Release shall be null, void and ineffective.

10. **Third Party Beneficiaries.** Nothing in this Mutual Release shall entitle any Person, other than the Parties, their respective successors or permitted assigns, each Seller Releasor, each Seller Releasee, each Company Releasor and each Company Releasee to any claim, cause of action, remedy or right of any kind.

11. **Entire Agreement.** This Mutual Release, the Purchase Agreement, the Confidentiality Agreement and the other Transaction Documents constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both oral and written, between the Parties with respect to such subject matter.

12. **Severability.** Whenever possible, each provision or portion of any provision of this Mutual Release will be interpreted in such manner as to be effective and valid under applicable Law but if any provision or portion of any provision of this Mutual Release is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Mutual Release will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

13. **Facsimiles; Counterparts.** This Mutual Release may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document. Either Party's delivery of any executed counterpart signature page by facsimile (or electronic .pdf format transmission) is as effective as executing and delivering this Mutual Release the presence of the other Party, and such signature shall be deemed binding for all purposes hereof, without delivery of an original signature being thereafter required.

[Signature page follows]

The parties have executed and delivered this Mutual Release as of the date first written above.

DISCOVERY DJ HOLDCO, LLC

By: DISCOVERY DJ HOLDINGS, LLC, in
its capacity as sole member

By: _____
Name: _____
Title: _____

AMHC, LLC

By: _____
Name: _____
Title: _____