

INTERIM GAS GATHERING AGREEMENT

THIS INTERIM GAS GATHERING AGREEMENT (this “**Agreement**”) for Gathering Service is made by and between **KINETICA MIDSTREAM ENERGY, LLC**, a Texas limited liability company (“**Gatherer**”), and _____, a _____ (“**Producer**”). (Individually a “Party” and collectively the “Parties.”) Gatherer and Producer agree as follows:

1. Definitions

Capitalized terms shall have the meanings as set forth on Gatherer’s website: www.kineticallc.com.

2. Gathering Services and Gas Delivery

2.1 Gatherer shall provide Producer with Gathering Services to receive, schedule and deliver conforming Nominations. Producer agrees to deliver to Gatherer at the Receipt Point(s) specified in Exhibit A the total volume of Gas and/or Condensate specified therein. Gatherer shall retain full operational control of the Gathering System at all times.

2.2 Producer shall be solely liable for making all arrangements and constructing and operating all facilities necessary, excluding Gatherer’s EGM, OPP, valving and hot taps, and to deliver the Gas and Condensate to Gatherer at the Receipt Point(s). Producer shall also be solely liable for ensuring that such delivered Gas and Condensate fully complies with Section 6 and is within the pressure limits required by Individual Pipeline Systems.

3. Reserved

4. Possession of Gas and Condensate at Receipt Point(s) and Delivery Point(s)

Gatherer shall only be deemed to be in control and possession of Producer’s Gas and Condensate from the time it is received at the Receipt Point, until the Gas and Condensate is Redelivered for Producer’s account. Producer shall retain title to the Gas and Condensate at all times even when in the control and possession of Gatherer. Producer shall be deemed to be in control and possession of the Gas and Condensate prior to receipt by Gatherer and after Redelivery by Gatherer.

5. Nominations and Scheduling

Producer or its Aggregator shall make all Nominations, including modifications thereto, via Velocity and in accordance with Gatherer’s and Transporter’s Nomination procedures. All other arrangements necessary for Transporter to receive Producer’s Gas at the Gas Delivery Point(s) shall be Producer’s sole responsibility. Producer or Producer’s Aggregator shall complete and execute the Velocity authorization form and receive written approval from Gatherer prior to submitting electronic Nominations. The Velocity URL is: <https://quicknom.com/kinetica>.

6. Quality

Gatherer shall not be obligated to receive, gather, or Redeliver Gas or Production Condensate that fails to meet the quality specifications of (i) the Transporter at any Gas Delivery Point(s), or (ii) the specifications set forth on Gatherer’s website. In the event of any conflict as between a Transporter’s specifications and Gatherer’s, the more stringent shall apply.

7. Measurement and Meter Testing

Measurement and Testing shall be in accordance with the specifications provided on Gatherer’s website. If less than two thousand (2,000) Dth of Gas is received at a Receipt Point (except for reasons of Force Majeure) during a Month, then Gatherer shall charge a meter fee applicable to any such Receipt Point equal to one thousand

and five hundred dollars (\$1500.00) for the month in question. Such fee shall be invoiced to Producer and payable thirty (30) days after receipt of the invoice.

8. Fees, Royalties, Taxes and Assessments

8.1 Producer shall pay to Gatherer \$ ____ per Dth of Producer's Gas received by Gatherer and metered at the Receipt Points.

8.2 Producer shall be responsible for the payment of all royalties, taxes and other assessments due on the Gas, Condensate and/or Components upstream of the Receipt Point. Producer shall pay or cause to be paid all production, severance and ad valorem taxes, assessments, and other charges levied or assessed against the Gas, Condensate and Components upstream of the Receipt Point and gathered hereunder, along with all taxes and statutory charges levied or assessed against any of Producer's properties, facilities, or operations. Producer shall reimburse Gatherer to the extent of any severance or other such taxes paid by Gatherer on behalf of Producer. **PRODUCER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD GATHERER HARMLESS FROM ANY AND ALL DEMANDS, CLAIMS, LOSSES, ACTIONS, CAUSES OF ACTION, DAMAGES, PENALTIES, COSTS OR EXPENSES OBLIGATIONS ARISING OUT OF THE FAILURE OF PRODUCER TO PAY SUCH ROYALTIES OR TAXES ACCRUING UPSTREAM OF THE RECEIPT POINT.**

9. Accounting, Payments and Credit Assurances

9.1 Gatherer shall furnish to Producer on or before the twenty-fifth (25th) day of each Month an invoice including a statement of the Gas delivered for Producer's account to its Transporter, the total volume of Gas in MCF and in MMBtu measured at the Receipt Point(s), Producer's pro rata share of Fuel and Loss and the amounts due Gatherer for the services provided hereunder. Producer shall remit the amounts due Gatherer within ten (10) days after the receipt of Gatherer's statement by ACH debit, or by wire transfer if ACH debit is not available to Producer, according to the instructions provided on Gatherer's invoice. Should Producer fail to timely pay all of the amounts due under this Agreement, the unpaid amounts shall accrue interest at the lesser of one and one half percent (1.5%) per Month or the maximum rate permitted by applicable Law, until the balance is paid in full.

9.2 If Producer in good faith disputes the amount of any invoice or part thereof, Producer shall timely pay all undisputed amounts and shall provide with such payment a detailed statement as to the basis for its dispute. Any inaccuracy in billing or payment shall be promptly adjusted without interest or penalty. Neither Party will have any right to recoup or recover prior overpayments or under payments resulting from errors of less than fifty dollars (\$50.00) that occur in spite of good faith performance. If Producer does not make timely payment in compliance with this Section 9 Gatherer may terminate this Agreement upon ten (10) days notice.

9.3 Except as provided in Section 15, Gatherer shall not be required to make payments or to give notices required under the provisions of this Agreement to more than one Person.

9.4 Producer shall provide Gatherer a completed executed copy of Gatherer's credit application form, and such other information as Gatherer shall reasonably require, at least ten (10) business days prior to the first flow of Gas.

10. Warranty

Producer warrants for itself, its successors and assigns as follows: (a) that it will have, at the time of delivery of Gas and Production Condensate for gathering hereunder, good title or the good right to deliver the Gas and Production Condensate; (b) that it has the power and authority to enter into this Agreement regarding such Gas and Production Condensate; (c) that such Gas and Production Condensate are free from all liens and adverse claims; and, (d) that it will make settlement for all payments including all royalties, overriding royalty interests, and/or production payments due and payable on the Gas and Production Condensate delivered to Gatherer hereunder.

11. Indemnity and Damages

11.1 Producer's Obligations. PRODUCER SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS GATHERER, ITS PRINCIPALS, MEMBERS, MANAGERS, SUBSIDIARIES AND RELATED OR AFFILIATED ENTITIES ("GATHERER GROUP"), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND LAWSUITS RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF PRODUCER GROUP.

11.2 Gatherer's Obligations. GATHERER SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS PRODUCER, ITS PARENT, SUBSIDIARY, AND RELATED OR AFFILIATED ENTITIES ("PRODUCER GROUP") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION AND LAWSUITS RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF GATHERER GROUP.

11.3 Consequential Damages. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, EACH PARTY AGREES TO WAIVE ALL CLAIMS FOR INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OR PUNITIVE DAMAGES REGARDLESS OF THE CAUSE(S) THEREOF, INCLUDING THE UNSEAWORTHINESS OR UNAIRWORTHINESS OF ANY CRAFT, OR THE NEGLIGENCE BY ANY MEMBER OF GATHERER GROUP OR ANY MEMBER OF PRODUCER GROUP.

12. Force Majeure

To the extent any Party is rendered unable by Force Majeure to carry out its obligations under this Agreement, other than the obligation to make payments due hereunder, it is agreed that if such Party gives timely notice to the other Parties immediately after the occurrence of the cause relied on, then the obligations of the Party so affected shall be suspended, but only for so long as the inability is ameliorated to the extent reasonably possible. The term "Force Majeure" shall mean any act or event which wholly or partially prevents or delays the performance of obligations arising under this Agreement if such act or event is not reasonably within the control of the Party claiming Force Majeure.

13. Term

This Agreement shall effective upon the later to occur of: a) 9:00 am CCT on the day that Gatherer acquires ownership of the Gathering System; and, b) the date that the authorized representatives of both Parties have executed this Agreement. The term of this Agreement shall begin on the effective date and, subject to the other provisions hereof, shall continue in full force and effect for no more than nine (9) calendar months and may not be renewed.

14. Disputes

Should a dispute arise between the Parties in connection with this Agreement, the Parties shall promptly seek to resolve any such dispute by negotiations prior to the initiation of any legal action. If the dispute has not been resolved within sixty (60) days after notice of the dispute to the other Party, or such longer period as may be mutually agreed upon, either Party may pursue any other remedies they may have.

15. Notices and Payments

Except for the initial telephonic notice of Force Majeure permitted under Section 12 and for nomination and scheduling pursuant to Section 5, any notice, request, demand, statement, or bill provided under this Agreement shall be in writing and delivered by hand, mail, e-mail or facsimile. All such written communications shall be sent to the address of the Parties as follows:

Producer

Statements: [Name of Company]
(address) _____

Attn: _____

Payments: Name of Company
(address) _____

Attn: _____

Contractual: Name of Company
(address) _____

Attn: _____

Gatherer

Payments: Kinetica Midstream Energy, LLC
1001 McKinney, Suite 900
Houston, Texas 77002

Attn: Controller

For Payment confirmation and inquiries:
Receivables@kineticallc.com

Contractual: Kinetica Midstream Energy, LLC
1001 McKinney, Suite 900
Houston, Texas 77002

Attn: Sheryl Spalding-Sellers, Director Contracts

Any of the Parties may designate a different address by giving written notice to the other Parties.

16. Miscellaneous

No modification or amendment of the terms and provisions of this Agreement shall be made except by the execution of a written agreement by the Parties. This Agreement contains the entire agreement between the Parties regarding the subject matter hereof. The indemnity, payment, accounting, and cashout provisions and any other provisions which by their nature contemplate an action or forbearance of any action after termination of this Agreement shall survive termination. This Agreement, and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the state of Texas, notwithstanding its conflict-of-laws doctrines, and all actions between the Parties regarding this Agreement shall be brought in Texas. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement in several originals as of the date and year written above.

PRODUCER

ENTITY NAME: _____

By: _____

Name: _____

Title: _____

Date: _____

GATHERER

KINETICA MIDSTREAM ENERGY, LLC

By: _____

Name: _____

Title: _____

Date: _____

GATHERING AREA AND RECEIPT POINTS

EXHIBIT A
to the
GAS GATHERING AGREEMENT

This Exhibit A is attached to the Gas Gathering Agreement dated as of _____, by and between Kinetica Midstream Energy, LLC, as Gatherer, and _____, as Producer, and made a part thereof for all purposes. All defined terms used herein shall have the same meaning as set forth in the Agreement.

Contract Area – Meters Connected to Gathering System

The leases located in GOM federal, state and onshore

_____ (Individual Pipeline System Name)

Meter #/Receipt Points	Block/Lease Name	Operator	WI %
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DELIVERY POINTS

EXHIBIT B
to the
GAS GATHERING AGREEMENT

This Exhibit B is attached to the Gas Gathering Agreement dated as of _____, 20__, by and between _____, as Producer, and Kinetica Midstream Energy, LLC, as Gatherer, and made a part thereof for all purposes. All defined terms used herein shall have the same meaning as set forth in the Agreement.

_____ **(Individual Pipeline System Name)**
Delivery Point/Meter No. **Transporter/Processing Plant Operator**