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

**FORM 10-Q/A
(Amendment No. 1)**

(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended September 30, 2016**
or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____**

Commission file number: 1-13283



PENN VIRGINIA CORPORATION
(Exact name of registrant as specified in its charter)

Virginia

(State or other jurisdiction of
incorporation or organization)

23-1184320

(I.R.S. Employer
Identification Number)

**14701 ST. MARY'S LANE, SUITE 275
HOUSTON, TX 77079**

(Address of principal executive offices) (Zip Code)
(713) 722-6500

(Registrant's telephone number, including area code)

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

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

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

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes No

As of November 14, 2016, 14,992,018 shares of common stock of the registrant were outstanding.

EXPLANATORY NOTE

On November 14, 2016, Penn Virginia Corporation (the “Company”) filed its Quarterly Report on Form 10-Q for the quarter ended September 30, 2016 (the “Original Filing”) with the Securities and Exchange Commission (the “SEC”). This Amendment No. 1 to Form 10-Q on Form 10-Q/A (this “Amendment”) is being filed to (1) file a revised redacted version of Exhibit 10.6, which had previously been filed with the Original Filing with portions omitted pursuant to the Company’s request for confidential treatment, and (2) file the correct version of Exhibit 10.5, which was inadvertently omitted from the Original Filing. In addition, pursuant to Rule 12b-15 of the Securities Exchange Act of 1934, this Amendment contains new certifications by our principal executive officer and principal financial officer, filed as exhibits to this Amendment.

This Form 10-Q/A amends only information in Part II, Item 6. (Exhibits). All other items as presented in the Original Filing are unchanged. Except for the foregoing amended information, this Amendment does not amend, update or change any other information presented in the Original Filing. Those sections of the Original Filing that are not addressed by this Amendment are not amended by this filing. This Amendment continues to speak only as of the date of the Original Filing and, except to the extent stated herein, we have not updated the information in the Original Filing, and this Amendment does not reflect events occurring after the filing of the Original Filing. Accordingly, this Amendment should be read in conjunction with the Original Filing, as well as the Company’s other filings made with the SEC pursuant to Section 13(a) or 15(d) of the Exchange Act subsequent to the filing of the Original Filing, as information in such filings may update or supersede certain information contained in the Original Filing.

Part II. OTHER INFORMATION

Item 6. Exhibits

- (2.1) Second Amended Joint Plan of Reorganization of Penn Virginia Corporation and Its Debtor Affiliates (Technical Modifications) filed pursuant to Chapter 11 of the United States Bankruptcy Code filed on August 10, 2016 with the United States Bankruptcy Court for the Eastern Division of Virginia, Richmond Division (incorporated by reference to Exhibit 2.1 to Registrant's Current Report on Form 8-K filed on August 17, 2016).
- (2.2) Disclosure Statement for the First Amended Joint Plan of Reorganization of Penn Virginia Corporation and Its Debtor Affiliates and Amended Exhibits Thereto filed pursuant to Chapter 11 of the United States Bankruptcy Code filed on June 28, 2016 with the United States Bankruptcy Court for the Eastern Division of Virginia, Richmond Division (incorporated by reference to Exhibit 2.1 to Registrant's Current Report on Form 8-K filed on August 17, 2016).
- (3.1) Second Amended and Restated Articles of Incorporation of Penn Virginia Corporation (incorporated by reference to Exhibit 3.1 to Registrant's Current Report on Form 8-K filed on September 14, 2016).
- (3.2) Second Amended and Restated Bylaws of Penn Virginia Corporation (incorporated by reference to Exhibit 3.2 to Registrant's Current Report on Form 8-K filed on September 14, 2016).
- (10.1) Credit Agreement, dated as of September 12, 2016, by and among Penn Virginia Holding Corp., Penn Virginia Corporation, the lenders party thereto and Wells Fargo Bank, National Association, as administrative agent and issuing lender (incorporated by reference to Exhibit 10.1 to Registrant's Current Report on Form 8-K filed on September 12, 2016).
- (10.2) Pledge and Security Agreement, dated as of September 12, 2016, by Penn Virginia Holding Corp., Penn Virginia Corporation and the other grantors party thereto in favor of Wells Fargo Bank, National Association, as administrative agent for the benefit of the secured parties thereunder (incorporated by reference to Exhibit 10.2 to Registrant's Current Report on Form 8-K filed on September 12 2016).
- (10.3) Registration Rights Agreement, dated as of September 12, 2016, between Penn Virginia Corporation and the holders party thereto (incorporated by reference to Exhibit 10.3 to Registrant's Current Report on Form 8-K filed on September 12 2016).
- (10.4) Shareholders Agreement, dated as of September 12, 2016, between Penn Virginia Corporation and the shareholders party thereto (incorporated by reference to Exhibit 10.4 to Registrant's Current Report on Form 8-K filed on September 12 2016).
- (10.5)* Second Amended and Restated Construction and Field Gathering Agreement by and between Republic Midstream, LLC and Penn Virginia Oil & Gas, L.P. dated August 1, 2016.
- (10.6)* + First Amended and Restated Crude Oil Marketing Agreement dated as of August 1, 2016, by and between Penn Virginia Oil & Gas, L.P., Republic Midstream Marketing, LLC and solely for purposes of Article V therein, Penn Virginia Corporation.
- (10.7) Amendment No.1 to Employment Agreement, dated September 28, 2016 between the Company and John A. Brooks (incorporated by reference to Exhibit 10.1 to Registrant's Current Report on Form 8-K filed on October 4, 2016).
- (10.8) Form of Director Indemnification Agreement (incorporated by reference to Exhibit 10.6 to Registrant's Current Report on Form 8-K filed on October 11, 2016).
- (31.1) Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (previously filed as Exhibit 31.1 to the Quarterly Report on Form 10-Q originally filed on November 14, 2016).
- (31.2) Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (previously filed as Exhibit 31.2 to the Quarterly Report on Form 10-Q originally filed on November 14, 2016).
- (31.3)* Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- (31.4)* Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- (32.1) Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (previously filed as Exhibit 32.1 to the Quarterly Report on Form 10-Q originally filed on November 14, 2016).
- (32.2) Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (previously filed as Exhibit 32.2 to the Quarterly Report on Form 10-Q originally filed on November 14, 2016).
- (32.3)* Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
- (32.4)* Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
- (101.INS) XBRL Instance Document
- (101.SCH) XBRL Taxonomy Extension Schema Document
- (101.CAL) XBRL Taxonomy Extension Calculation Linkbase Document
- (101.DEF) XBRL Taxonomy Extension Definition Linkbase Document
- (101.LAB) XBRL Taxonomy Extension Label Linkbase Document
- (101.PRE) XBRL Taxonomy Extension Presentation Linkbase Document

* Filed herewith.

+ Filed herewith. Confidential treatment has been requested for this exhibit and confidential portions have been filed with the Securities and Exchange Commission.

**SECOND AMENDED AND RESTATED
CONSTRUCTION AND FIELD GATHERING AGREEMENT**

by and between

**REPUBLIC MIDSTREAM, LLC
("Gatherer")**

and

**PENN VIRGINIA OIL & GAS, L.P.
("Shipper")**

Dated August 1, 2016

TABLE OF CONTENTSPage

ARTICLEDEFINITIONS	1
I	
ARTICLEDEDICATION AND COMMITMENT	6
II	
ARTICLECONSTRUCTION AND OWNERSHIP OF THE GATHERING SYSTEM; CONSTRUCTION	
III SCHEDULE	9
ARTICLECHARACTERISTICS OF THE GATHERING SYSTEM	11
IV	
ARTICLEQUANTITY, NOMINATION AND IMBALANCE PROCEDURES	13
V	
ARTICLECONTROL OF OIL	13
VI	
ARTICLEMEASUREMENT AND TESTING	14
VII	
ARTICLEQUALITY	14
VIII	
ARTICLEMINIMUM VOLUME COMMITMENT; FEES	15
IX	
ARTICLETERM	16
X	
ARTICLESTATEMENTS AND PAYMENTS	16
XI	
ARTICLEREGULATION	16
XII	
ARTICLETAXES AND ROYALTIES	18
XIII	
ARTICLEREPRESENTATIONS AND WARRANTIES	18
XIV	
ARTICLEEASEMENTS	19
XV	
ARTICLEINDEMNITY	19
XVI	
ARTICLENOTICES AND STATEMENTS	20
XVII	
ARTICLEFORCE MAJEURE	21
XVIII	
ARTICLECONFIDENTIAL INFORMATION	22
XIX	
ARTICLEASSIGNMENT OR SALE OF GATHERING SYSTEM	23
XX	

ARTICLE MISCELLANEOUS 24

XXI

ARTICLE GUARANTEE 25

XXII

EXHIBITS

EXHIBIT A-1 DEDICATION AREA

EXHIBIT A-2 INITIAL WELLS

EXHIBIT B NOMINATION PROCEDURES

EXHIBIT C MEASUREMENT AND TESTING

EXHIBIT D REQUIRED INSURANCE

EXHIBIT E FORM OF MEMORANDUM OF DEDICATION – GONZALES

EXHIBIT F FORM OF MEMORANDUM OF DEDICATION – LAVACA

EXHIBIT G DESIGN PROPOSAL

EXHIBIT H FORM OF TARIFF

EXHIBIT I FORM OF MEMORANDUM OF DEDICATION – FAYETTE

**SECOND AMENDED AND RESTATED
CONSTRUCTION AND FIELD GATHERING AGREEMENT**

THIS SECOND AMENDED AND RESTATED CONSTRUCTION AND FIELD GATHERING AGREEMENT (this "**Agreement**") is made and entered into, to be effective the 1st day of August, 2016 (the "**Effective Date**") by and among Republic Midstream, LLC, a Delaware limited liability company ("**Gatherer**"), Penn Virginia Oil & Gas, L.P., a Texas limited partnership ("**Shipper**"), and solely for purposes of Article XXII, Penn Virginia Corporation ("**Shipper Guarantor**"). Gatherer and Shipper may hereinafter be referred to singularly as a "**Party**" and, together, as the "**Parties**." This Agreement supersedes and replaces that certain Amended and Restated Construction and Field Gathering Agreement, dated September 24, 2015, as amended, by and between the Parties.

WITNESSETH:

WHEREAS, the Parties desire that Gatherer construct, own and operate certain crude oil gathering lines to gather Shipper's Oil (as defined in Article I) within the Dedication Area (as defined in Article I) and to deliver Shipper's Oil to the Delivery Points (as defined in Article I); and

WHEREAS, from after the Effective Date, Shipper desires to have Shipper's Oil within the Dedication Area gathered by Gatherer and delivered to the Delivery Points in accordance with the amended and restated terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties, for themselves and for their successors and assigns, do hereby mutually covenant and agree as follows:

ARTICLE I
DEFINITIONS

For the purposes of this Agreement, the following terms are defined as follows:

"**Acreege Swap**" has the meaning given such term in Section 2.8.

"**Additional Segment**" means the Crude Oil gathering pipelines and other related facilities and equipment located in the Dedication Area necessary to gather and transport Crude Oil from a Receipt Point to any existing portion of the Gathering System.

"**Additional Units**" has the meaning given such term in Section 3.3(c).

"**Affiliate**" means, with respect to any Person, any other Person controlling, controlled by or under common control with such Person. For purposes of this definition, "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person.

"**Agreement**" has the meaning given such term in the introductory paragraph hereto.

"**API**" means the American Petroleum Institute

"**API Gravity**" means a gravity (at sixty degrees (60°) Fahrenheit) determined in accordance with the specific gravity scale developed by the API and expressed in degrees.

"**Applicable Law**" means, with respect to any Person, all laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, governmental approvals, licenses and permits, directives and requirements of all Governmental Authorities, including all official interpretations thereof by any such Governmental Authorities, as in effect at any time or from time to time and, in each case, applicable to or binding upon such Person and, in the case of Gatherer, Gatherer's ownership, use and operation of the Gathering System.

"**Barrel**" means a standard barrel of 42 U.S. gallons liquid volume of oil or other liquid hydrocarbons corrected to sixty degrees (60°) Fahrenheit and equilibrium vapor pressure.

"**Base Gathering System**" means the Crude Oil gathering pipelines and other related facilities and equipment located in the Dedication Area necessary to gather and transport Crude Oil from the Receipt Points related to the Initial Wells to the pipeline inlet flanges at the CDP; *provided, however*, that the Base Gathering System shall not include any trucking services.

"**Call-Back Notice**" has the meaning given such term in Section 4.8

"**Call-Back Tanks**" has the meaning given such term in Section 4.2(c).

"**Canaan Balancing Agreement**" has the meaning given such term in section 4.10.

"**CDP**" means the central delivery point identified on the map attached hereto as Exhibit A-1.

"**Change in Law**" means any change to any Applicable Law in effect on the Effective Date.

"**Claim**" means any demand, claim, action, suit, legal proceeding (whether at law or in equity) or arbitration.

"**Collateral Assignment**" has the meaning given such term in Section 20.1.

"**Committed Tanks**" has the meaning given such term in Section 4.2(c).

"**Confidential Information**" means (i) the terms and conditions of this Agreement, (ii) the terms and conditions of Shipper's gathering and/or transportation agreements with downstream pipelines, trucking company or purchasers and (iii) all information and data (including all copies thereof) that is furnished or submitted by any Party or its Affiliates, whether oral, written or electronic, to the other Party or its Affiliates in connection with the operation of the Gathering System or the services rendered by Gatherer hereunder, including customer, pricing and nomination information and the terms and conditions of any contracts to which such furnishing Party is a party. Notwithstanding the foregoing, the term "Confidential Information" shall not include any information that a Party proves:

- (a) is in the public domain at the time of its disclosure, other than as a result of a breach of this Agreement;
- (b) was in the possession of any Party or any of its Affiliates prior to being furnished such information; or
- (c) has been independently acquired or developed by a Party or any of its Affiliates without breaching this Agreement.

"**Connection Units**" means the Core Units and any Additional Units connected to the Gathering System.

"**Construction Notice**" has the meaning given such term in Section 3.3(a).

"**Construction Plan**" has the meaning given such term in Section 3.3(b).

"**Crude Oil**" means crude oil produced from lease or mineral fee production, including lower or higher API Gravity crude oil.

"**Core Units**" means those production units within the Dedication Area identified as "Core Units" on the map attached hereto as Exhibit A-1.

"**Day**" means a period of twenty-four (24) consecutive hours beginning at 7:00 a.m., Central Time, on each calendar day and ending at 7:00 a.m., Central Time, on the next succeeding calendar day or such other time period that any market and/or pipeline downstream of the Gathering System uses as the definition of "Day" for its operations if such time period is inconsistent with the preceding time period.

"**Dedication Area**" means all of the Interests within the areas of Gonzales, Lavaca and Fayette Counties, Texas identified on the map attached hereto as Exhibit A-1.

"**Delivery Failure**" has the meaning given such term in Section 3.5.

"**Delivery Points**" means the (i) outlet flange of Gatherer's tank batteries located within the CDP, or the outlet flange of the CDP tailgate meter, where Gatherer redelivers Shipper's Oil downstream by pipeline from the CDP, (ii) outlet flange of Gatherer's LACT/ACT Unit within the CDP and (iii) any such other point(s) of interconnection as may be mutually agreed by Gatherer and Shipper.

"**Easements**" has the meaning given such term in Section 3.9.

"**Effective Date**" has the meaning given such term in the introductory paragraph hereto.

"**Emissions**" means any gaseous, liquid, solid or other substance emitted by the Gathering System, including carbon dioxide ("CO₂"), sulfur dioxide ("SO₂"), nitrogen oxides ("NO_x"), mercury ("Hg"), volatile organic compounds ("VOC") and volatile organic material ("VOM").

"**Equivalent Volume**" means a volume of Shipper's Oil equal to (x) the volume of Shipper's Oil received by Gatherer at the Receipt Points, minus (y) Shipper's proportionate share of Lost Oil.

"**Excess Receipt Point**" has the meaning given such term in Section 3.3(b).

"**Excluded Units**" has the meaning given such term in Section 3.3(d).

"**Excluded Volumes**" has the meaning given such term in Section 9.2(b).

"**Expected Production Date**" has the meaning given such term in Section 3.3(a).

"**Fees**" means the fees payable to Gatherer hereunder as described in Section 9.2.

"**FERC**" has the meaning given such term in Section 12.2.

"Financing Parties" means institutions (including any trustee or agent on behalf of such institutions) providing debt financing or refinancing to Gatherer for the acquisition, development, construction, ownership, operation, maintenance or leasing of the Gathering System.

"Force Majeure" means any circumstance beyond the reasonable control of the Person experiencing such inability to perform, whether of the kind enumerated herein or not, including any such circumstances caused by the non-performance of, or breach of, the other Party of its obligations under this Agreement or acts of God, strikes, lockouts or other industrial disturbances, curtailments or shutdowns, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, power failures, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, fires, explosions, breakage or accidents to machinery or lines of pipe, modification or maintenance of machinery or lines of pipe, freezing of lines of pipe, inability to obtain at reasonable cost any land use rights such as easements, servitudes, right-of-way grants, permits, governmental approvals or licenses and inability to obtain at reasonable cost materials or supplies for constructing or maintaining facilities, actions or failures to act of Governmental Authorities, including changes in Applicable Law, and which by the exercise of due diligence such Person is unable to prevent or overcome; *provided, however*, that "Force Majeure" shall not include any circumstance beyond the reasonable control of such Person where the circumstance is a direct result of the willful misconduct of such Person.

"Gatherer" has the meaning given such term in the introductory paragraph hereto.

"Gatherer Indemnitees" has the meaning given such term in Section 16.1.

"Gathering System" means, collectively, the Base Gathering System, the CDP, the Additional Segments and all associated facilities that Gatherer may construct as part thereof.

"Governmental Authority" means any government, court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States or any state, county, city, tribal or other political subdivision or similar governing entity, and including any governmental, quasi-governmental or non-governmental body administering, regulating or having general oversight over oil, electricity, power or other markets.

"Guaranteed Obligations" has the meaning given such term in Section 22.1.

"Initial Gathering Fee" has the meaning given such term in Section 9.2(a).

"Initial Production Date" means the date of first production of Shipper's Oil from a well pad connected to an additional Receipt Point described in a Construction Notice.

"Initial Wells" means the wells of Shipper identified on Exhibit A-2 attached hereto.

"Interests" means all interests that Shipper (or any of its Affiliates or any successor in interest resulting from any merger, reorganization, consolidation or as part of a sale or other disposition of all or any portion of such interests) now or hereinafter owns, controls, acquires or has the right to market (as such marketing rights may change from time to time) in Crude Oil reserves of, and production from, all leases and mineral fee interests, lands and formations (in each case) in, under or attributable to the Dedication Area, together with any pool, communitized area or unit, and all interests in any wells, whether now existing or drilled hereafter, on or completed within the Dedication Area, or within any such pool, communitized area or unit, even though such interests may be incorrectly or incompletely stated, all as the same shall be enlarged by the discharge of any burdens or by the removal of any charges or encumbrances to which any of same

maybe subject as of the Effective Date, and any and all replacements, renewals and extensions or amendments of any of the same; *provided, however*, that "Interests" shall not include (a) any Excluded Units, Outside Units, or Released Volumes or (b) any interest of Shipper or any of its Affiliates that must be offered to a third-party working interest partner pursuant to any applicable agreement with such partner in effect on the Effective Date, and which such partner receives or elects to receive, as applicable under the affected agreement.

"LACT/ACT Unit" means a Lease Automatic Custody Transfer unit or Automatic Custody Transfer unit, in each case with Coriolis mass metering devices and electronic temperature averaging capabilities.

"Late Fee" has the meaning provided such term in Section 3.6.

"Losses" means any and all judgments, losses, liabilities, amounts paid in settlement, damages, fines, penalties, deficiencies, costs and expenses (including pre- and post-judgment interest, court costs, reasonable fees of attorneys, accountants and other experts or other reasonable expenses related to any Claim).

"Lost Oil" means the volume of crude oil (expressed in Barrels) which is lost and unaccounted for in the Gathering System. Shipper's proportionate share of Lost Oil shall be stated in Barrels and shall be determined in accordance with Gatherer's standard allocation procedures on a proportional basis. It is understood and agreed that Shipper's proportionate share of Lost Oil shall not include any crude oil trucked to the CDP.

"Minimum Volume Commitment" has the meaning given such term in Section 9.1.

"Month" means the period commencing at 7:00 a.m., Central Time, on the first day of a calendar month and ending at 7:00 a.m., Central Time, on the first day of the next succeeding calendar month or such other time period that any market and/or pipeline downstream of the Gathering System uses as the definition of "Month" for its operations if such time period is inconsistent with the preceding time period.

"Necessary Capacity" has the meaning given such term in Section 12.5.

"New Receipt Point" has the meaning given such term in Section 3.3(b).

"Non-Operated Interest" has the meaning given such term in Section 2.2(a).

"Outside Units" has the meaning given such term in Section 3.3(e).

"Over-Delivery Credits" has the meaning given such term in Section 9.1

"Party" and **"Parties"** have the meanings given such terms in the introductory paragraph hereto.

"Permissible Interruptions" has the meaning given such term in Section 5.3.

"Person" means any natural person, limited liability company, corporation, general or limited partnership, group, union, association, trust or Governmental Authority.

"PPI Adjustment" has the meaning given such term in Section 9.3.

"Preferential Fee" has the meaning given such term in Section 9.2(c).

"**Prime Rate**" means the per annum rate of interest announced as the "prime rate" for commercial loans posted from time to time by Wells Fargo Bank, N.A. or its successor or other bank on which the Parties agree.

"**Prior Dedicated Interest**" has the meaning given such term in Section 2.2(b).

"**Projected Volumes**" has the meaning given such term in Section 3.3(a).

"**Proposed Acquired Acreage**" has the meaning given such term in Section 2.8.

"**Proposed Exchange Acreage**" has the meaning given such term in Section 2.8.

"**Proposed Released Acreage**" has the meaning given such term in Section 2.9.

"**Psia**" means pounds per square inch absolute.

"**Psig**" means pounds per square inch gauge.

"**Receipt Points**" means the outlet flange of each of Shipper's tank batteries located within the Dedication Area.

"**Released Volumes**" has the meaning given such term in Section 9.1

"**Reputable and Prudent Operator**" has the meaning set forth in Section 20.2.

"**Required Connection**" has the meaning given such term in Section 3.3(b).

"**Reservations**" has the meaning given such term in Section 6.5.

"**Shipper**" has the meaning given such term in the introductory paragraph hereto and shall include any Successor.

"**Shipper Connection**" has the meaning given such term in Section 3.3(d).

"**Shipper Guarantor**" has the meaning given such term in the introductory paragraph hereto.

"**Shipper Indemnities**" has the meaning given such term in Section 16.2.

"**Shipper's Oil**" means all Interests of Shipper in Crude Oil, including, without limitation, all Crude Oil that Shipper owns, controls, acquires or has the right to market within the Dedication Area.

"**Specifications**" has the meaning given such term in Section 8.1.

"**Subsequent Gathering Fee**" has the meaning given such term in Section 9.2(b).

"**Successor**" means a successor in interest resulting from any merger, reorganization, consolidation or as part of a sale or other disposition of any portion of the Interests, except as set forth in Sections 2.8, 2.9 and 2.10.

"**Segment Completion Date**" has the meaning given such term in Section 3.5.

"**System Completion Date**" means March 1, 2016.

"**Tariff**" means Gatherer's TRRC Tariff and the rules and regulations of TRRC Tariff, as initially set forth on Exhibit H attached hereto, including supplements thereto and reissues thereof, under which Crude Oil is transported through the Gathering System.

"**Tax**" means any tax or fee imposed by any Governmental Authority.

"**Term**" has the meaning given such term in Article X.

"**Third Party Oil**" means any Crude Oil that is not Shipper's Oil.

"**TRRC**" means the Texas Railroad Commission.

"**Truck Loading Fee**" has the meaning given such term in Section 9.2(d).

"**Under-Delivery Charge**" has the meaning given such term in Section 9.1.

"**WTF**" has the meaning given such term in Section 9.4.

ARTICLE II DEDICATION AND COMMITMENT

2.1 Subject to Sections 2.2, 2.7, 2.8, 2.9 and 2.10, Shipper hereby dedicates and commits to Gatherer, in consideration for the gathering, trucking and delivery services to be provided by Gatherer hereunder, all of the Interests.

2.2 Shipper's dedication and commitment of the Interests shall be subject to the Reservations as well as the following limitations:

(a) Any Interest, other than Connection Units, which is, at any time after the Effective Date, both (a) operated by an operator other than Shipper, its Affiliate or a Successor and (b) owned less than 51% by Shipper or an Affiliate of Shipper where such ownership is measured by working interests (a "**Non-Operated Interest**") shall not be subject to the dedication and commitment provided for in Section 2.1.

(b) If Shipper acquires, after the Effective Date, any Interest which is subject to a prior dedication (a "**Prior Dedicated Interest**"), then such Prior Dedicated Interest shall not be subject to the dedication and commitment provided for in Section 2.1; *provided, however*, that, if any Prior Dedicated Interest is released from such prior dedication during the Term, then such Prior Dedicated Interest shall, effective upon such release, become subject to the dedication and commitment provided for in Section 2.1.

(c) Any Interest that is expressly excluded and/or released from the Dedication Area pursuant to the terms of this Agreement (including, but not limited to, Sections 3.3 and 3.6 hereof) shall, effective upon such exclusion and/or release, not be subject to the dedication and commitment provided for in Section 2.1.

2.3 Commencing on the System Completion Date, Shipper shall deliver all of Shipper's Oil produced from wells located in the Core Units to Gatherer at the Receipt Points.

2.4 Commencing on the System Completion Date, Gatherer shall provide gathering services for and accept and receive through the Gathering System the volume of Shipper's Oil (measured in Barrels) tendered

by Shipper each Day at the Receipt Points located in the Core Units (subject to Gatherer's curtailment rights pursuant to Section 5.1) and deliver an Equivalent Volume to the Delivery Points. Subject to Section 3.6, at any time that any Receipt Points associated with a Required Connection are not connected to the Gathering System or if Gatherer exercises its curtailment rights pursuant to Section 5.1, Gatherer shall provide trucking services sufficient to transport all of Shipper's Oil tendered by Shipper each Day at the applicable Receipt Points and deliver an Equivalent Volume to the Delivery Points. In addition, Gatherer shall (i) continue providing, or causing to be provided, trucking services for any Receipt Point(s) outside the Core Units for which Gatherer was providing such services immediately prior to the Effective Date (without limiting any obligation of Gatherer to connect such Receipt Point(s) to the Gathering System) and (ii) shall provide trucking services under this Section for (a) any New Receipt Point(s) outside the Core Units for which Gatherer elects to provide trucking services rather than connect to the Gathering System (to the extent such Receipt Point(s) have not otherwise been released pursuant to the express terms of this Agreement), or (b) any Receipt Point(s) with respect to which Gatherer exercises its curtailment rights pursuant to Section 5.1. If Gatherer elects to take truck delivery by a third party common carrier, Gatherer shall immediately notify Shipper of the carrier's name and address. Gatherer shall furnish to Shipper delivery tickets for all volumes of Shipper's Oil trucked from the Receipt Points. Notwithstanding the foregoing provisions, for the first thirty-six (36) Months of the Term, Shipper may, upon providing Gatherer at least thirty (30) Days' advance written notice, truck (or arrange third party trucking services for) any volumes of Shipper's Oil, not otherwise being gathered by Gatherer through the Gathering System, to the CDP at Shipper's sole cost and expense; *provided, however*, for the avoidance of doubt, that Shipper shall pay Gatherer the Truck Loading Fee on all such volumes of Shipper's Oil.

2.5 Commencing on the applicable Initial Production Date, Shipper shall deliver all of Shipper's Oil to Gatherer at the Receipt Point described in the applicable Construction Notice.

2.6 Commencing on the applicable Initial Production Date, subject to Gatherer's curtailment rights pursuant to Section 5.1, Gatherer shall provide gathering services for and accept and receive the volume of Shipper's Oil (measured in Barrels) tendered by Shipper each Day at the Receipt Point described in the applicable Construction Notice and deliver an Equivalent Volume to the Delivery Points.

2.7 Subject to Sections 2.8, 2.9 and 2.10, such dedication and commitment by Shipper under this Article II shall be deemed an interest that runs with the land in the Dedication Area, and the Parties agree that the dedications and commitments with regard to any Interest existing as of the Effective Date shall be deemed fully vested, and further agree that future interests in the Interests shall vest upon Shipper's acquiring ownership, control or right to market such Interest(s), subject to Section 2.2(b). Shipper agrees to execute and deliver a memorandum in the form attached hereto as Exhibit E for Gonzales County, Exhibit F for Lavaca County and Exhibit I for Fayette County to Gatherer for recording in the real property records of each county in which any portion of the Dedication Area is located in order to evidence the dedication provision of this Article II.

2.8 Notwithstanding anything to the contrary herein, if Shipper desires to sell or transfer to an un-Affiliated third party any acreage (excluding acreage within Connection Units) within the Dedication Area then dedicated under this Agreement (the "**Proposed Exchange Acreage**") and receive in exchange for such acreage new acreage, not otherwise dedicated, within the Dedication Area (the "**Proposed Acquired Acreage**") (such transaction, an "**Acreage Swap**"), Shipper shall notify Gatherer in writing of its desire for Gatherer to execute a dedication release of the Proposed Released Acreage in the Dedication Area. Shipper's written notice will describe in reasonable detail the proposed Acreage Swap, including, as applicable: (i) a description of the portion of the Dedication Area to be released, including the number of net acres of Shipper constituting the Proposed Exchange Acreage and (ii) a description of the Proposed Acquired Acreage, including the number net acres of Shipper

(a) If the number of net acres constituting the Proposed Acquired Acreage is equal to or greater than ninety percent (90%) of the number of net acres constituting the Proposed Exchange Acreage, Gatherer shall grant such dedication release pursuant to this Section 2.8 and shall promptly deliver a recordable copy of such dedication release to Shipper.

(b) If the number of net acres constituting the Proposed Acquired Acreage is less than ninety percent (90%) of number of net acres constituting the Proposed Exchange Acreage, Gatherer may, but shall not be required to (subject to Section 2.9), grant such dedication release pursuant to this Section 2.8.

2.9 If Shipper desires to sell or transfer to an un-Affiliated third party acreage, excluding acreage within Connection Units, within the Dedication Area then dedicated under this Agreement other than pursuant to Section 2.8 (the "**Proposed Released Acreage**"), Shipper shall notify Gatherer in writing of its desire for Gatherer to execute a dedication release of the Proposed Released Acreage in the Dedication Area. Shipper's written notice will describe in reasonable detail the portion of the Dedication Area to be released, including the number of net acres constituting the Proposed Released Acreage.

(a) If the number of net acres constituting the Proposed Released Acreage is not more than five percent (5%) of the number of net acres included in the Dedication Area at the time of such sale or transfer, Gatherer shall grant such dedication release pursuant to this Section 2.9 and shall promptly deliver a recordable copy of such dedication release to Shipper; *provided, however*, that Gatherer shall not be required to grant any such dedication release to the extent that the net acres included in the Dedication Area following such sale or transfer pursuant to this Section 2.9 is less than the net acres included in the Dedication Area on the Effective Date.

(b) If the number of net acres constituting the Proposed Released Acreage is more than five percent (5%) of the number of net acres included in the Dedication Area at the time of such sale or transfer, Gatherer may, but shall not be required to, grant such dedication release pursuant to this Section 2.9.

2.10 If, at any time, insufficient contiguous acreage remains in the Dedication Area for Shipper to create a drilling unit, or if Shipper is otherwise unable to create a pooled unit in which it is the operator of such pooled unit, Shipper shall notify Gatherer in writing, on a unit-by-unit basis, of its desire for Gatherer to execute a dedication release of a portion of the acreage in the Dedication Area necessary to create a pooled unit with one or more third parties. Shipper's written notice will describe in reasonable detail the proposed pooled unit, including, as applicable: (i) an explanation of why Shipper's acreage in the Dedication Area is insufficient to create a drilling unit, (ii) a description of the portion of the Dedication Area required to be released to form such pooled unit, (iii) the identification of the un-Affiliated third party working interest owners of such pooled unit and (iv) the size of such pooled unit. Such proposed pooled units shall not exceed seven hundred four (704) acres. Upon receipt of the information set forth in this Section 2.10, Gatherer shall grant such dedication release pursuant to this Section 2.10 and shall promptly deliver a recordable copy of such dedication release to Shipper.

ARTICLE III
CONSTRUCTION AND OWNERSHIP OF THE GATHERING SYSTEM;
CONSTRUCTION SCHEDULE

3.1 Gatherer shall, at its sole risk, cost and expense, design, acquire right-of-way for, obtain all permits from Governmental Authorities for, procure materials for, construct, equip, install, own, operate and maintain the Gathering System, all in accordance with Applicable Law and the provisions of Article IV.

3.2 From and after the System Completion Date, Shipper shall commence and thereafter continue on an uninterrupted basis (except for interruptions caused by Force Majeure, Permissible Interruptions or Gatherer default) delivery of Shipper's Oil into the Gathering System, to the extent then connected to the Gathering System.

3.3 Gatherer shall expand or extend, add or remove components and operate the Gathering System as necessary to connect Shipper's wells within the Dedication Area as follows:

(a) Shipper shall notify Gatherer of the need to construct and install an Additional Segment to connect an additional Receipt Point (a "**New Receipt Point**") within the Dedication Area not included as part of the Base Gathering System (a "**Construction Notice**") at least 120 Days prior to the date on which the first well on the first well pad to be connected to such New Receipt Point is expected to be spud. Each Construction Notice delivered by Shipper shall describe in reasonable detail (i) the expected date of first production of Shipper's Oil from the first well pad to be connected to the New Receipt Point (the "**Expected Production Date**"), (ii) the desired location for such New Receipt Point, (iii) Shipper's good faith projection of the daily volumes of Shipper's Oil to be gathered during the initial two (2) years of production from the first well pad to be connected to the New Receipt Point ("**Projected Volumes**") and (iv) the anticipated API Gravity of Shipper's Oil to be produced from the first well pad to be connected to such New Receipt Point.

(b) Within 30 Days following the receipt of a Construction Notice, Gatherer shall notify Shipper whether it elects to connect the New Receipt Point to the Gathering System (it being understood that Gatherer must connect (and shall have no election with respect to) any New Receipt Point within a Core Unit); *provided, however*, that Gatherer shall not be required to connect any New Receipt Point pursuant to this Section 3.3 in a production unit which already has a Receipt Point connected to the Gathering System (subject to the following proviso) if the aggregate Receipt Points connected to the Gathering System following the installation of such New Receipt Point (an "**Excess Receipt Point**") would be more than one hundred and fifty percent (150%) of the total number of production units then connected to the Gathering System; *provided, further*, that Gatherer shall construct, install, own and operate any Excess Receipt Point if such Excess Receipt Point does not require an additional LACT/ACT Unit and if Shipper reimburses Gatherer for the lesser of (x) \$100,000 and (y) 50% of the actual costs associated with construction and installation of such Excess Receipt Point. If Gatherer elects to connect any New Receipt Point (including any Excess Receipt Point), it shall prepare and deliver to Shipper a detailed plan for the connection and/or installation (as applicable) of the New Receipt Point requested by such Construction Notice and the completion of the related Additional Segment (each, a "**Construction Plan**") and shall review with Shipper the design for constructing and/or modifying and operating such Additional Segment prior to finalizing the Construction Plan. Any Additional Segment and New Receipt Point (if applicable) that Gatherer is required to build (with respect to Receipt Points within the Core Units) or has elected to build (with respect to Receipt Points outside the Core Units) in accordance with this Section 3.3(b) shall be considered a "**Required Connection.**"

(c) Gatherer shall use commercially reasonable efforts to complete the construction of any Required Connection so that it is operational by not later than 30 Days prior to the Expected Production Date, subject to Force Majeure. Any production units connected to the Gathering System by Gatherer pursuant to this Section 3.3 shall become "**Additional Units.**"

(d) If Gatherer elects not to connect a New Receipt Point located outside of the Core Units, Gatherer may elect in the alternative to provide trucking services for Shipper's Oil from such New Receipt Point pursuant to Section 2.4. If Gatherer does not make one of the foregoing elections,

or if Gatherer fails to make its election within the required 30-Day period, Shipper, its Affiliates or a third party at the direction of Shipper, shall have the right, at its sole risk, cost and expense, to install pipeline facilities and connect the wells connected or to be connected to such New Receipt Point (any such facilities, a "**Shipper Connection**"). Any production units not connected to the Gathering System by Gatherer pursuant to this Section 3.3 or that Gatherer elects not to service by trucking under Section 2.4 shall be released from the Dedication Area. Any such production units connected to the Gathering System by Shipper pursuant to this Section 3.3 shall become "**Excluded Units**." Shipper shall pay the Preferential Fee on Shipper's Oil gathered from wells within an Excluded Unit.

(e) Shipper shall have the right, at its sole risk, cost and expense, to install pipeline facilities and connect any wells outside of the Dedication Area to a point on the Gathering System. Any production units outside of the Dedication Area connected to the Gathering System by Shipper will become "**Outside Units**." Shipper shall pay the Preferential Fee on Shipper's Oil gathered from wells within an Outside Unit.

3.4 Gatherer shall design and construct the Base Gathering System, the CDP and each Additional Segment and New Receipt Point (if applicable) substantially as described in the applicable Construction Plan, as agreed by Gatherer and Shipper. All pipelines to be constructed pursuant to a Construction Plan (whether as part of the Base Gathering System or as part of an Additional Segment) shall be constructed of steel. Each Construction Plan shall be reasonably satisfactory to Shipper. Gatherer shall construct the Base Gathering System, the CDP and each Additional Segment and New Receipt Point, if applicable, with due diligence at its sole risk, cost and expense. Gatherer shall either provide a written report or schedule a conference call with Shipper regarding construction progress on a weekly basis while the Base Gathering System, the CDP and each Additional Segment and New Receipt Point are being constructed. Gatherer and Shipper shall work together to ensure completion of the Base Gathering System, the CDP and each Additional Segment and New Receipt Point in a timely manner.

3.5 Gatherer shall notify Shipper of the date on which each Additional Segment and New Receipt Point constructed or modified by Gatherer hereunder has been completed and is operational (the "**Segment Completion Date**"). Except as otherwise set forth herein (including Section 3.6), by not later than 120 Days after the later of the Segment Completion Date or the Expected Production Date, Shipper shall (a) commence and thereafter continue on an uninterrupted basis (except for interruptions caused by Force Majeure, Permissible Interruptions or Gatherer default) delivery of Shipper's Oil into such Additional Segment from the first well pad connected to the New Receipt Point described in the applicable Construction Notice and (b) commence to pay all Fees required to be paid hereunder in connection with the gathering or trucking of such Shipper's Oil (as applicable). If Shipper does not commence such delivery within such 120-Day period, or thereafter ceases such delivery (in either case, a "**Delivery Failure**"), then Shipper shall, commencing on the first Day after such Delivery Failure, and continuing until Shipper has commenced or recommenced such delivery, pay all Fees that would be required to be paid hereunder if all of the Projected Volumes described in the applicable Construction Notice were, in fact, delivered.

3.6 In the event that (a) the Segment Completion Date for an Additional Segment has not occurred prior to the Expected Production Date for such Additional Segment, or (b) Gatherer is unable to take all of Shipper's Oil volumes delivered at any Receipt Point for such Additional Segment (and such delay or failure to take delivery is not caused by Force Majeure), then Gatherer shall truck all volumes of Shipper's Oil from such Receipt Point(s) to the applicable Delivery Point(s) at a per-Barrel fee equal to the lesser of (i) the applicable gathering fee then in effect, or (ii) the actual documented trucking costs incurred by Gatherer for such volumes of Shipper's Oil, *multiplied by* (iii) the actual volumes trucked from each Receipt Point to be serviced by such Additional Segment ("**Late Fee**"), until such time as the Segment Completion Date occurs or Gatherer

can resume taking all of Shipper's Oil volumes delivered at such Receipt Point(s) (as applicable). Alternatively, whether or not Gatherer's delay or failure to take delivery is caused by Force Majeure, Shipper may elect to sell any of Shipper's Oil produced from the wells to be connected to such Additional Segment free from the dedications under this Agreement during the pendency of any such delay or failure to take delivery. If (a) the Segment Completion Date for an Additional Segment has not occurred within 120 Days after the Expected Production Date for such Additional Segment or (b) Gatherer is unable to take all of Shipper's Oil volumes delivered at any Receipt Point (including because of events of Force Majeure) for such Additional Segment for a period of 120 Days, Shipper may request that Gatherer release the wells connected to such Additional Segment from the Dedication Area, and Gatherer shall grant such dedication release and promptly deliver a recordable copy of such dedication release to Shipper.

3.7 In the event that Shipper makes any payment of Fees on account of a Delivery Failure pursuant to Section 3.5, any daily Projected Volumes (net of any actual volumes delivered) used in the calculation of such payment shall be deemed to have been actually delivered for the purpose of satisfying the Minimum Volume Commitment. In the event that Shipper sells Shipper's Oil free from the dedications under this Agreement pursuant to Sections 3.3 or 3.6, all such volumes shall be deemed to have been actually delivered for the purpose of satisfying the Minimum Volume Commitment. In addition, with respect to any New Receipt Point(s) released under Sections 3.3 or 3.6, until Shipper is able to secure third-party trucking or gathering services, or complete construction of a Shipper Connection, the daily Projected Volumes (net of any actual volumes delivered) set forth in the Construction Notice for each such New Receipt Point shall be deemed to have been actually delivered to Gatherer for purposes of satisfying the Minimum Volume Commitment. After the Shipper Connection or third-party gathering or trucking services have become operational, the actual volumes delivered thereto shall be used in determining the amount counted toward the Minimum Volume Commitment.

3.8 Gatherer and Shipper shall collaborate to ensure that the Gathering System is configured in such a manner as to have reasonable ingress and egress to access roads and wells within the Dedication Area. With respect to any access roads constructed or to be constructed within the Dedication Area by a Party, such Party shall grant the other Party access to and use thereof. Each Party shall be responsible, and shall reimburse the other Party, for any damage caused by such Party to the other Party's roads within the Dedication Area, ordinary wear and tear excepted.

3.9 In the event that Gatherer requires additional easements, rights-of-way, surface leases and/or easement rights under oil and gas leases (collectively, "*Easements*"), as applicable, in connection with the construction and/or modification of the Base Gathering System, the CDP or any Additional Segment, Gatherer shall describe such requirements in the applicable Construction Plan delivered to Shipper.

3.10 Ownership and operation of the Gathering System shall be solely vested in Gatherer, and Shipper shall have no rights to the same. Gatherer shall operate the Gathering System in accordance with the terms of the Tariff, this Agreement, Applicable Law and prevailing industry standards. In the event that trucking services are required to be provided by Gatherer, Gatherer shall provide such services in accordance with the terms of this Agreement, Applicable Law and prevailing industry standards.

3.11 In the event that Shipper rescinds, rejects or otherwise terminates any Connection Notice, Shipper shall, within thirty (30) days of invoice from Gatherer, reimburse Gatherer for all reasonable third party costs incurred by Gatherer following the date of such Connection Notice as a result of such termination.

ARTICLE IV
CHARACTERISTICS OF THE GATHERING SYSTEM

4.1 Gatherer shall design, construct, equip, install, operate and maintain the Base Gathering System and any Additional Segments and New Receipt Points (if constructed by Gatherer) to have, at a minimum, the following characteristics:

(a) the capability to reliably receive at the Receipt Points all volumes of Shipper's Oil delivered by Shipper (subject to Gatherer's curtailment rights pursuant to Section 5.1) and re-deliver to the Delivery Points the Equivalent Volume, in accordance with this Agreement and customary industry standards, including, without limitation, the capability to accurately allocate, and account to Shipper for any volumes of Shipper's Oil delivered to Receipt Points at which Gatherer is also receiving Third Party Oil, and track imbalances resulting therefrom in an effort to endeavor to prevent material imbalances from occurring;

(b) the capability to segregate, whether through use of separate pipelines or other means, (i) production from units generally producing 45 degree or lower API Gravity Crude Oil and (ii) production from units generally producing greater than 45 degree API Gravity Crude Oil, as specified in the design proposal attached hereto as Exhibit G;

(c) LACT/ACT Units and pipeline sample posts with capabilities sufficient to support Shipper's royalty accounting responsibilities with respect to quantity, API Gravity, sediment and water and sulfur content for each production unit, *provided*, that Shipper's use of any such data is not intended to create, nor creates, any third-party beneficiary rights; and

(d) insulated above-ground pipe, the ability to run scraper pigs and the capability to take such other actions as necessary to ensure flow reliability.

4.2 Gatherer shall design, construct, equip, install, operate and maintain the CDP to have, at a minimum, the following characteristics:

(a) subject to Gatherer's curtailment rights pursuant to Section 5.1, the capability to receive, store and re-deliver all of Shipper's Oil volumes gathered from Shipper in accordance with this Agreement and customary industry standards;

(b) facilities available to Shipper on a first priority basis for loading and unloading volumes by truck utilizing six dual LACT/ACT Units; *provided, however*, that should Shipper determine, in its reasonable business discretion, that six dual LACT/ACT Units are not sufficient for loading and unloading Shipper's volumes, Shipper shall provide written notice of such to Gatherer and Gatherer shall install, within sixty (60) Days of receipt of such notice, up to two additional LACT/ACT Units;

(c) four (4) tanks with up to 180,000 barrels of combined tank shell storage capacity, consisting of two (2) tanks committed to accommodating Shipper's Oil in the segregated grades described in Section 4.1(b), subject to Gatherer's right to commingle and blend Shipper's Oil so long as such segregated grades are maintained (the "**Committed Tanks**"), and two (2) tanks that Gatherer may use for any purpose, subject to Shipper's rights set forth in Section 4.8 below (the "**Call-Back Tanks**");

(d) the capability to blend Shipper's Oil (whether in the Gathering System or in storage tanks) in order to manage and maintain the API Gravity of Shipper's Oil as provided in this Article 4; and

(e) the capability to allocate, and account to Shipper at the CDP for the Equivalent Volume of Shipper's Oil received by Gatherer at Receipt Point(s) at which Gatherer is also receiving Third Party Oil, and track imbalances in Shipper's Oil and Third Party Oil inventories at the CDP as a result of such commingling at the Receipt Point(s).

4.3 Gatherer shall provide, at no additional cost to Shipper, blending services to Shipper at the CDP sufficient to blend Shipper's Oil to between 36 degree API Gravity and 55 degree API Gravity as specified by Shipper; *provided, however*, that Gatherer shall endeavor to perform such blending using only Shipper's Oil and shall not use Third Party Oil except to the extent Shipper's Oil has already been commingled with Third Party Oil or as otherwise necessary to comply with other provisions of this Agreement, subject in all cases to Section 4.9 hereof. Each Month, Shipper shall instruct Gatherer either to (a) blend Shipper's Oil to be delivered at the Delivery Points (including trucking facilities) to a target API Gravity or (b) deliver Shipper's Oil without blending, in each case in accordance with the nomination procedures described on Exhibit B attached hereto.

4.4 Gatherer shall provide batching capability to Shipper at the CDP to maintain segregation of grades described in Section 4.1(b) out of the Delivery Points at the CDP.

4.5 Shipper shall reimburse Gatherer for the actual costs of the ongoing power requirements for operation of Gatherer's LACT units and injection pump facilities at the Receipt Points. Gatherer shall provide, at its sole risk, cost and expense, power for the CDP.

4.6 Gatherer shall provide, at its sole risk, cost and expense, line fill and tank bottoms.

4.7 Gatherer shall not prohibit or unreasonably restrict the ability of third party downstream pipelines to connect to the CDP. Upon the connection of a third party downstream pipeline to the CDP, the downstream connecting pipeline(s) shall become a Delivery Point.

4.8 Both the Committed Tanks and the Call-Back Tanks shall be maintained at the CDP to provide firm, non-interruptible capacity for Shipper's Oil. During the first thirty six (36) months of the Term, Gatherer may use the Call-Back Tanks to store Third-Party Oil of any grade on an interruptible basis, subject to Shipper's right to "call back" one (1) of the Call-Back Tanks at a time with 60 days' advance written notice to Gatherer (a "**Call-Back Notice**"). To the extent that less than a full Call-Back Tank is necessary to supply the additional capacity required by Shipper, Gatherer may supply such partial capacity that Shipper indicates is reasonably required, provided that Gatherer can demonstrate to Shipper's reasonable satisfaction that commingling of Shipper's Oil with the resident Third-Party Oil may be feasibly conducted in compliance with Section 4.9 and without impairment of Shipper's ability to sell such volumes of Shipper's Oil at the API Gravity and within the time desired by Shipper.

4.9 Gatherer shall have the right to commingle Shipper's Oil with Third Party Oil at any point within the Gathering System, provided that Gatherer shall be required to demonstrate to Shipper at all times, and install any additional facilities or equipment necessary to so demonstrate, that for any given volume of Shipper's Oil delivered to Gatherer at a Receipt Point, Gatherer is able to re-deliver the Equivalent Volume at the applicable Delivery Point with the same average API Gravity and same degree of conformance to the Specifications (within commercially reasonable operational tolerances), as that delivered to Gatherer at the Receipt Point. In the event that Gatherer is unable to re-deliver any such Equivalent Volume to the applicable

Delivery Point in the manner specified above, Gatherer shall credit or compensate Shipper, or cause Shipper to be credited or compensated, as applicable, for any difference in sales price proceeds received by Shipper as a result of any such change in API Gravity or degree of conformance with the Specifications. Such credit or compensation shall be reflected in the statement provided to Gatherer for such Month pursuant to Section 11.1.

4.10 Without limitation of Gatherer's obligations under Sections 4.1 and 4.2, if at any time certain volumes of Third Party Oil and Shipper's Oil are simultaneously delivered to Gatherer at a common Receipt Point, Gatherer shall take all commercially reasonable steps to allocate, and account for, imbalances between the volumes of Third Party Oil and Shipper's Oil nominated for service by Shipper and such third party shipper, and the actual volumes received, re-delivered, and held in inventory for Shipper at the CDP. For clarity and the avoidance of doubt, the Parties agree that this Section 4.10 is intended to reflect and incorporate the Parties' agreement in paragraph 2 of that certain Letter Agreement dated June 29, 2016 between the Parties entitled "Hawg Hunter Pad Procedures" (the "**Canaan Balancing Agreement**"); *provided, however*, that in the event of any conflict between the terms of this Agreement and the terms of the Canaan Balancing Agreement, the terms of this Agreement shall control.

ARTICLE V QUANTITY, NOMINATION AND IMBALANCE PROCEDURES

5.1 During the Term, Shipper shall deliver and Gatherer shall take and receive 100% of Shipper's Oil produced from wells located within the Core Units, Additional Units, the Excluded Units and the Outside Units, subject to (i) Gatherer's ability to curtail receipt on the Gathering System of Shipper's Oil above 30,000 Barrels per Day and provide trucking services for the curtailed volumes under Section 2.4, and (ii) the Reservations and the limitations described in Article II.

5.2 Shipper shall provide nominations to Gatherer with respect to the quantity of Shipper's Oil to be delivered at each Delivery Point, which nominations shall be made in accordance with the nomination procedures described on Exhibit B attached hereto.

5.3 Notwithstanding anything herein to the contrary and without liability hereunder to Shipper or any other Person (but subject to the requirements of Section 12.5), Gatherer may interrupt or reduce its receipt, gathering and delivery of Shipper's Oil for reasons of Force Majeure, maintenance, repair, emergency, construction, lack of appropriate flow volume on the Gathering System or other causes beyond Gatherer's reasonable control that restrict or curtail capacity in the Gathering System or the failure or inability of the operator of the takeaway facilities at the Delivery Points to receive Crude Oil (collectively, "**Permissible Interruptions**"). Gatherer shall (a) provide to Shipper reasonably prompt notice of any such event, specifying the anticipated duration thereof, (b) proceed with due diligence to restore service as promptly as commercially practical under the circumstances and (c) subject to Applicable Law, take so much of Shipper's Oil as may be physically gathered on the Gathering System given such event as a first priority (up to 30,000 Barrels of Shipper's Oil per Day) and in preference to all other volumes of Crude Oil that Gatherer may otherwise receive into the Gathering System.

5.4 Shipper shall be solely responsible for any and all Crude Oil imbalances it may have with the pipelines downstream of the Gathering System and Gatherer shall have no liability whatsoever, financial or otherwise, to any Person for any such Crude Oil imbalances. Gatherer shall work in good faith in conjunction with Shipper in administering and resolving any imbalance statements that may be issued by the downstream pipelines.

5.5 The Parties shall meet by not later than two months after the Effective Date, and then at least every three months thereafter, to discuss Shipper's Projected Volumes for the next six fiscal quarters.

ARTICLE VI CONTROL OF OIL

6.1 Shipper, at its sole risk, cost and expense, shall own, construct, equip, install, operate and maintain, or contract for, all lines and other necessary trucks and facilities, including atmospheric tank batteries, to transport and store Shipper's Oil as contemplated by this Agreement.

6.2 As between Gatherer and Shipper, Shipper shall be in control and possession of Shipper's Oil and responsible for any Losses incurred by any Person in connection with Shipper's Oil (a) until Shipper's Oil is delivered to Gatherer at the Receipt Points and (b) after the Equivalent Volume has been redelivered by Gatherer for the account of Shipper at the Delivery Points.

6.3 As between Gatherer and Shipper, Gatherer shall be in control and possession of Shipper's Oil and responsible for any Losses incurred by any Person in connection with Shipper's Oil (a) after Shipper's Oil has been delivered to Gatherer at the Receipt Points and (b) until the Equivalent Volume is redelivered for the account of Shipper at the Delivery Points.

6.4 At all times, title to Shipper's Oil shall remain with Shipper and not with Gatherer.

6.5 Notwithstanding anything stated to the contrary herein, Shipper reserves the following rights (the *Reservations*):

(a) The right to operate the Interests free from control by Gatherer and in such a manner as Shipper, in Shipper's sole discretion, may deem advisable, including without limitation, the right, but never the obligation, to drill new wells, to repair and rework old wells, to renew or extend in whole or in part any leases and to abandon any well or surrender any lease in whole or in part.

(b) The right to deliver Shipper's Oil to the "lessors" under any leases for which such lessors are entitled to receive Shipper's Oil in kind from the Interests under the terms of such leases.

(c) The right to pool or unitize any leases (or any portion thereof) with other lands and leases. In the event of pooling or unitization, this Agreement shall cover Shipper's Interest in the pool or unit and the Shipper's Oil attributable thereto.

(d) The right to disconnect, at Shipper's sole risk, cost and expense, any Excluded Unit or any Outside Unit from the Gathering System.

(e) The right to stabilize Shipper's Oil for the purpose of lowering API Gravity, and the right to sell or transport natural gas liquids or condensate resulting from the stabilization and cooling process from the tank battery locations.

ARTICLE VII MEASUREMENT AND TESTING

For purposes of this Agreement, (a) measurement of all volumes of Shipper's Oil and determination of the sulfur content and API Gravity of Shipper's Oil shall be undertaken on an "as delivered basis" and (b) determination of the API Gravity, sediment and water and sulfur content of Shipper's Oil shall be undertaken in accordance with the procedures and requirements described on Exhibit C attached hereto.

Each Day, Gatherer shall provide Shipper with all Receipt Point and Delivery Point Shipper's Oil volumes attributable to Shipper's Oil and tank levels in a computer file that may be uploaded by Shipper. Each Month, Gatherer shall determine the API Gravity, sediment and water and sulfur content of Shipper's Oil received at a particular Receipt Point and provide such information to Shipper.

ARTICLE VIII QUALITY

8.1 Shipper's Oil shall, in the aggregate at any given Receipt Point, conform to the specifications, as may be amended or enforced from time to time, of the Tariff (collectively, the "**Specifications**"); *provided, however*, that Shipper's Oil must be able to be blended at the CDP to meet the stricter of the following specifications: (i) the Tariff and (ii) the downstream pipelines receiving the Equivalent Volumes of Shipper's Oil.

8.2 Should Shipper's Oil fail at any time to conform to any and/or all of the Specifications, Gatherer may (without prior notice to Shipper) immediately suspend receipt of any off-specification Shipper's Oil; *provided, however*, that Gatherer shall give notice to Shipper as promptly as is reasonably possible after Gatherer obtains knowledge of such nonconformance to allow Shipper to correct such condition(s). Should Shipper's Oil fail to conform to any and/or all of the Specifications at a given Receipt Point, Shipper may sell such volumes of Shipper's Oil free from the dedications under this Agreement until such time as Shipper's Oil conforms to the Specifications. Gatherer shall not be obligated to accept Shipper's Oil for delivery unless and until Shipper's Oil conforms to the Specifications. Shipper shall be solely responsible for all Losses resulting from delivery of Shipper's Oil that does not conform to the Specifications.

8.3 The receipt by Gatherer of Shipper's Oil that fails to meet any one of the Specifications shall not be held to be a waiver of Gatherer's right to refuse future receipts of Shipper's Oil or relieve Shipper of any indemnity obligation under Article XVI.

ARTICLE IX MINIMUM VOLUME COMMITMENT; FEES

9.1 Each Month during the Term hereof, Shipper (together with its Affiliates and Successors) shall deliver to Gatherer at the Receipt Points a minimum of 8,000 Barrels per Day (the "**Minimum Volume Commitment**") for fifteen (15) years beginning on the System Completion Date. For purposes of calculating Shipper's delivery of the Minimum Volume Commitment (as adjusted pursuant to this Section 9.1), (a) volume shall be determined on a Monthly basis based on the volume gathered by Gatherer on the Gathering System and trucked by Gatherer pursuant to this Agreement, (b) any Crude Oil gathered on the Gathering System (or trucked through services provided or procured by Shipper or Gatherer) from wells operated by Shipper or any of its Affiliates (whether or not Shipper's Oil) and delivered to the CDP shall be counted towards the Minimum Volume Commitment, (c) any volumes deemed to be delivered for purposes of satisfying the Minimum Volume Commitment pursuant to the express provisions of this Agreement shall be credited against the Minimum Volume Commitment, (d) any volumes released from the Dedication Area pursuant to Section 3.3 or Section 3.6 of this Agreement ("**Released Volumes**") shall be credited against the Minimum Volume Commitment, and (e) if Shipper delivers in excess of the Minimum Volume Commitment in any given Month during the Term, Shipper shall be entitled to a credit against any Under-Delivery Charges (as defined below) either (i) assessed by Gatherer under this Agreement in the subsequent twelve (12) Months during the Term, or (ii) paid by Shipper under this Agreement in the preceding twelve (12) Months during the Term, in an amount equal to the surplus Barrels multiplied by the Initial Gathering Fee or Subsequent Gathering Fee, as applicable, owed by Shipper with respect to the Minimum Volume Commitment (each an "**Over-Delivery Credit**"). Any Over-Delivery Credit shall first be applied to any amount of Under-Delivery Charges paid by

Shipper under this Agreement during the preceding twelve (12) Months of the Term not previously offset by Over-Delivery Credits, and recognized as a credit against the Initial Gathering Fee or Subsequent Gathering Fee, as applicable, owed by Shipper with respect to the Minimum Volume Commitment during the Month in which the applicable Over-Delivery Credit was earned. In the event that Shipper does not deliver the Minimum Volume Commitment (as adjusted) in any given Month during the Term, and no Over-Delivery Credits are then outstanding, Shipper shall nonetheless pay Gatherer for the full Minimum Volume Commitment for such Month, at the Initial Gathering Fee or Subsequent Gathering Fee, as applicable, then in effect, in lieu of the actual volume delivered for such Month. Gatherer shall maintain records of the actual volumes delivered by Shipper in such Month and the portion of Shipper's payment attributed to the shortfall (each an "**Under-Delivery Charge**"). For clarity and the avoidance of doubt, any Over-Delivery Credit for a given Month, and any portion of an Over-Delivery Credit not applied against (i) an Under-Delivery Charge assessed by Gatherer in a given Month, or (ii) an Under-Delivery Charge paid by Shipper in a prior Month and recognized as a credit against the Initial Gathering Fee or Subsequent Gathering Fee (as applicable) in the then-current Month, shall carry forward to off-set Under-Delivery Charges assessed by Gatherer during the subsequent twelve (12) Months during the Term.

9.2 As consideration of the services rendered by Gatherer under this Agreement, from and after the Effective Date, Shipper shall pay to Gatherer the following fees each Month (the "**Fees**"):

(a) During the first thirty-six (36) Months of the Term, a Gathering Fee equal to \$0.75 per Barrel on all of Shipper's Oil delivered at the Delivery Points via the Gathering System during such Month (the "**Initial Gathering Fee**");

(b) After the first thirty-six (36) Months of the Term and for the remainder of the Term, a gathering fee equal to \$1.30 per Barrel on all of Shipper's Oil delivered at the Delivery Points via the Gathering System during such Month (as adjusted by any PPI Adjustment, the "**Subsequent Gathering Fee**");

(c) A gathering fee on all of Shipper's Oil delivered at the Delivery Points via the Gathering System from wells in the Excluded Units and the Outside Units ("**Excluded Volumes**") equal to \$1.00 per Barrel during such Month (as adjusted by any PPI Adjustment, the "**Preferential Fee**"); *provided, however*, that in the event Shipper has delivered less than the Minimum Volume Commitment in the applicable Month, the Preferential Fee will be equal to the gathering fee then in effect with respect to such amount of Excluded Volumes as is necessary for Shipper to meet the Minimum Volume Commitment;

(d) During the first thirty six (36) Months of the Term, a truck loading fee equal to \$0.10 per Barrel on all of Shipper's Oil either loaded onto or unloaded from trucks at the CDP or any other Delivery Point agreed to by the Parties during such Month (the "**Truck Loading Fee**"), plus an additional trucking fee equal to the actual documented trucking costs incurred by Gatherer for such volumes of Shipper's Oil during such Month; and

(e) After the first thirty-six (36) Months of the Term and for the remainder of the Term, with respect to volumes of Shipper's Oil trucked by or on behalf of Gatherer to the CDP during such Month, the Subsequent Gathering Fee plus the Truck Loading Fee (if applicable, and, beginning in the eighth year following the Effective Date, as adjusted by any PPI Adjustment).

9.3 Beginning in the eighth year following the Effective Date, the Subsequent Gathering Fee, the Preferential Fee and the Truck Loading Fee will be increased by the amount equal to the annual percentage

increase change in the Producer Price Index (the "**PPI Adjustment**"). In no event shall the PPI Adjustment be greater than two and one quarter percent (2.25%) in any given year.

9.4 During the first thirty-six (36) Months of the Term, the aggregate Monthly Fees shall be subject to increase by \$0.04 per Barrel for every \$1.00 that the Monthly average of the NYMEX West Texas Intermediate ("**WTI**") crude price exceeds \$50.00 per Barrel, with such increase being capped at a WTI crude price of \$90.00. After the first thirty-six (36) Months of the Term and for the remainder of the Term, the aggregate Monthly Fees shall similarly be subject to increase by \$0.04 per Barrel for every \$1.00 that the Monthly average WTI crude price exceeds \$63.75 per Barrel, with such increase being capped at a WTI crude price of \$90.00. The above-described increases shall be offset by downward adjustments to reflect corresponding decreases to the WTI crude price from time to time, provided that no downward adjustment shall be recognized for decreases below a WTI crude price of \$50.00. Each of the foregoing increases or decreases shall be applied on a Monthly basis, and calculated based on the Monthly average of the WTI crude price over the preceding Month. The adjustments set forth in this Section 9.4 shall be referred to herein as the "**Upside Adjustments**").

9.5 From and after the Effective Date, to the extent available, Shipper shall deliver to Gatherer at the Receipt Point(s) the first 20,000 Barrels of Oil per Day (i) produced from Shipper or its Affiliate's operated wells in Lavaca, Fayette, and Gonzalez Counties, Texas, which shall include volumes attributable to non-operating working interest owners insofar and only insofar as Shipper or its Affiliates has the right to market such volumes and the non-operators have not elected to take their share of production in kind and (ii) produced from wells in Lavaca, Fayette, and Gonzalez Counties, Texas in which Shipper, on or after the Effective Date, resigns as operator (other than any resignation pursuant to a legitimate business purpose (other than circumvention of Shipper's obligations under this Section 9.5)) and has the right to take its share of production in kind. Notwithstanding the foregoing, Shipper shall be deemed to have satisfied this obligation if the Monthly average of the daily volumes delivered in a given Month equals or exceeds 20,000 Barrels per day.

ARTICLE X TERM

The term of this Agreement shall commence on the Effective Date and shall terminate on the twenty-fifth (25th) anniversary of the System Completion Date (the "**Term**"); *provided, however*, that if Gatherer has received no Shipper's Oil from Shipper for any period of twelve (12) consecutive months, Gatherer may terminate this Agreement upon written notice to Shipper.

ARTICLE XI STATEMENTS AND PAYMENTS

11.1 On or before the 20th day of each Month during the Term, Gatherer shall render to Shipper a statement (in both a PDF format and an electronic format suitable for download (Excel, CVS)) showing, for the immediately preceding Month during the Term, the volume and specifications of Shipper's Oil received at each Receipt Point and the Equivalent Volumes delivered for Shipper's account at each Delivery Point. In such statement, Gatherer shall include a calculation of the Fees determined in accordance with Article IX, any Under-Delivery Charges or Over-Delivery Credits applied in that Month, and any outstanding balance thereof attributable to the preceding twelve (12) Months during the Term. Shipper shall pay the amount shown on such statement for the Fees to Gatherer within ten (10) Days following the date of Gatherer's statement under this Section 11.1. All amounts due hereunder and remaining unpaid when due shall bear interest at the Prime Rate plus two percent per annum until paid, except amounts disputed in good faith.

11.2 Either Party or its agent shall have the right, at reasonable times during business hours and at its sole risk, cost and expense, to examine the books and records of the other to the extent necessary to audit and verify the accuracy of any statement made pursuant to this Agreement (including, without limitation, Gatherer's books, records and statements with respect to the assessment of Under-Delivery Charges and application of Over-Delivery Credits).

11.3 In the event an error is discovered in any such statement, such error shall be adjusted without interest or penalty as soon as reasonably possible, but in any event, within two (2) months from the date that such error is discovered; *provided however*, that any such statement is hereby deemed final as to both Parties unless disputed in writing within two (2) years from the date of such statement.

ARTICLE XII REGULATION

12.1 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Texas without reference to its conflict of laws principles. This Agreement and each provision hereof shall be subject to all Applicable Laws. Should either of the Parties, by force of any such Applicable Law, at any time during the Term be ordered or required to do any act inconsistent with the provisions hereof, then for that period during which the requirements of such Applicable Law are applicable to this Agreement, this Agreement shall be deemed modified to conform with the requirement of such Applicable Law, while preserving the commercial terms provided for in this Agreement to the extent reasonably possible; *provided, however*, that nothing herein shall alter, modify or otherwise affect the respective rights of the Parties to cancel or terminate this Agreement under the terms and conditions hereof. Further, either Party shall have the right to contest the validity of any such Applicable Law and neither acquiescence thereto nor compliance therewith for any period of time, nor any other provision contained herein, shall be construed as a waiver of such right.

12.2 Gatherer has informed Shipper, and Shipper hereby acknowledges and accepts, that the Gathering System will be an intrastate pipeline system operating only within the State of Texas, and is not intended to be subject to regulation under any Applicable Law by the Federal Energy Regulatory Commission (the "**FERC**"), or any successor thereof. Accordingly, as a principal condition to, and in consideration for, the execution of this Agreement by Gatherer, Shipper represents, warrants and covenants that (i) none of Shipper's Oil delivered hereunder has been or will be dedicated to or delivered in interstate commerce, (ii) at the time Shipper's Oil is delivered at the Receipt Points, Shipper shall not have identified any destination for Shipper's Oil which is outside the State of Texas and Shipper does not intend to deliver any of Shipper's Oil to be sold, transported or otherwise moved outside the State of Texas, (iii) all of Shipper's Oil delivered to Gatherer under this Agreement shall be produced in the State of Texas, and (iv) Shipper's Oil delivered hereunder is not intended to be transported or sold in interstate commerce in any manner which will subject the Gathering System to regulation by the FERC. In the event that Shipper breaches its representation, warranty and covenant contained in this Section 12.2, Gatherer, in addition to all other remedies at law or in equity, shall have the right, upon delivery of written notice to Shipper, to refuse receipt of Shipper's Oil which has caused a breach of such representation, warranty and covenant. Gatherer's election to refuse receipt of any of Shipper's Oil pursuant to this Section 12.2 shall not release Shipper from any obligation to indemnify Gatherer for such breach under Article XVI or to pay for all Minimum Volume Commitments.

12.3 The Parties acknowledge that Gatherer is a common carrier for hire, and this Agreement and all gathering services performed by it on the Gathering System for Shipper pursuant to this Agreement, shall be subject to the rules and regulations in the Tariff, including, without limitation, laws and regulations that prevent discrimination in favor of any given shipper or the provision of service for consideration other than the rate set forth in a published tariff; *provided, however*, that as between Gatherer and Shipper, if there is a

conflict between the terms and conditions of this Agreement and the terms and conditions of the Tariff, the terms and conditions of the Tariff will govern and control.

12.4 Shipper hereby covenants and agrees that it shall not, and shall not allow any Affiliate to, challenge any rate, fee, specification or other term of any tariff filed or proposed by Gatherer with any applicable Governmental Authority asserting or attempting to assert jurisdiction over all or any portion of the Gathering System so long as such rate, fee, specification or other term is no more unfavorable than the terms and conditions of this Agreement and the Tariff (it being understood that Gatherer and Shipper intend for this Agreement and the Tariff to constitute the sole terms and conditions relating to Shipper's use of the Gathering System). This Section 12.4 shall be binding upon any Successor or any Affiliate of such Successor.

12.5 If Gatherer does not have the capacity on the Gathering System to take and receive 100% of Shipper's Oil in accordance with Section 5.1 (the "**Necessary Capacity**") (including as a result of an Event of Force Majeure), Gatherer agrees to take commercially reasonable actions to replace or restore the portion of such capacity that is unavailable. Gatherer will commence and complete such action within a commercially reasonable period of time to minimize the service disruption. During any interim period when any portion of the Necessary Capacity is unavailable, Shipper may sell any of Shipper's Oil produced from the wells affected by the capacity shortage free from the dedications under to this Agreement until such time as Gatherer has restored the Necessary Capacity. In the event that Shipper sells Shipper's Oil free from the dedications under to this Agreement pursuant to this Section 12.5, all such volumes shall be deemed to have been actually delivered for the purpose of satisfying the Minimum Volume Commitment.

ARTICLE XIII TAXES AND ROYALTIES

13.1 Shipper shall be obligated to pay all Taxes levied, assessed or collected with respect to the production of Shipper's Oil or the delivery thereof to the Receipt Points, including any Tax levied, assessed or collected as a result of any Change in Law. In addition, Shipper shall be obligated to pay all Taxes levied, assessed or collected with respect to the services rendered hereunder to the extent that any such Tax is levied, assessed or collected as a result of any Change in Law. To the extent any such Taxes are not assessed directly with respect to Shipper's Oil or the services rendered hereunder, Gatherer shall calculate and assess any such Taxes on a pro rata basis (calculated on a per Barrel basis based on the volume of Shipper's Oil on the Gathering System at the time such calculation is made). Notwithstanding the foregoing, any (i) Tax that may be based on the gross revenues, operating income or net income of Gatherer, or (ii) ad valorem, real property, personal property or similar Taxes based on ownership of the Gathering System, shall be borne by Gatherer.

13.2 Shipper shall timely pay all Taxes described in Section 13.1. In the event that Shipper fails to timely pay any such Taxes, Gatherer may, upon two (2) Days' notice, pay them and deduct the amount so paid from any sums owned by Gatherer to Shipper hereunder.

13.3 In addition to the Taxes described in Section 13.1, Shipper shall be responsible for the payment of all royalties, overriding royalties, production payments, fees, charges or other payments attributable to Shipper's Oil (including any such royalties, overriding royalties, production payments, fees, charges or payments with respect to liquefiable hydrocarbons or other constituents contained therein or removed therefrom).

ARTICLE XIV
REPRESENTATIONS AND WARRANTIES

14.1 Each Party hereby represents and warrants to the other Party that:

(a) Such Party is a limited partnership or limited liability company, as applicable, duly formed, validly existing and in good standing under the laws of the State of Texas (in the case of Shipper) or the State of Delaware (in the case of Gatherer), with full limited partnership or limited liability company, as applicable, power, right and authority to own and lease the assets and properties it currently owns and leases, and to carry on its business as such business is currently being conducted.

(b) Such Party has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by such Party of this Agreement and the performance by each Party of its obligations hereunder have been duly and validly authorized by all necessary limited partnership or limited liability company, as applicable, proceedings on the part of such Party. This Agreement has been duly and validly executed and delivered by such Party and constitutes the legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors generally or by general equitable principles regardless of whether considered in a proceeding at law or in equity.

(c) The execution and delivery by such Party of this Agreement does not, and the performance by such Party of its obligations under this Agreement and the consummation of the transactions contemplated hereby will not (i) conflict with or result in a violation or breach of any of the terms, conditions or provisions of the organizational documents of such Party, (ii) violate or result in a default (or give rise to any right of termination, cancellation or acceleration) under any contract or agreement to which such Party is a party, or require any notice under any contract or agreement to which such Party is a party or by which it is bound, (iii) violate or breach any Applicable Law or (iv) require the consent, approval or authorization of, filing with or notice to any Person, which, if not obtained, would prevent such Party from performing its obligations hereunder.

14.2 In addition to its representations and warranty in Section 12.2, Shipper represents and warrants, for itself, its successors and assigns, to Gatherer that (i) Shipper has good title to (or otherwise has the right to deliver) all of Shipper's Oil delivered hereunder and all of Shipper's Oil delivered hereunder is free and clear of any and all liens and encumbrances and (ii) as of the Effective Date, no Interest is a Prior Dedicated Interest.

14.3 Gatherer represents and warrants, for itself, its successors and assigns, to Shipper that from the time of receipt at the Receipt Points to the time of delivery at the Delivery Points all of Shipper's Oil delivered hereunder shall be free and clear of any and all liens and encumbrances.

ARTICLE XV
EASEMENTS

To the extent that it may contractually or lawfully do so under its Easements, each Party hereby grants, assigns and transfers to the other Party or its designee an easement on or across the granting Party's Easements, together with the right of ingress and egress, for the purpose of installing, using, inspecting, repairing, operating, replacing and/or removing pipe, meters, lines, electrical power-related equipment and other equipment used or useful in the performance of this Agreement. It is intended that any personal property of

the Parties or their designees placed in or upon any of such real property shall remain the personal property of the respective Party or its designee, subject to removal by it within a reasonable time after the expiration or termination of this Agreement.

ARTICLE XVI
INDEMNITY

16.1 Shipper hereby agrees to indemnify, protect, defend and hold harmless Gatherer, its Affiliates and each of its and their respective officers, directors, employees, agents, partners, representatives, contractors, subcontractors, consultants and advisors (collectively, "**Gatherer Indemnitees**") from and against any and all Losses arising out of or resulting from (a) Shipper's Oil, except to the extent such Losses arise in connection with any action or failure to act by Gatherer while Shipper's Oil is in the possession and control of Gatherer, (b) the breach of any representation or warranty of Shipper contained in this Agreement, (c) the breach of any other agreement, covenant or obligation of Shipper in this Agreement and (d) Shipper's business operations, including all noise, odors, Emissions, pollution or other contamination whatsoever occurring in connection with such operations.

16.2 Gatherer hereby agrees to indemnify, protect, defend and hold harmless Shipper, its Affiliates and each of its and their respective officers, directors, employees, agents, partners, representatives, contractors, subcontractors, consultants and advisors (collectively, "**Shipper Indemnitees**") from and against any and all Losses arising out of or resulting from (a) Shipper's Oil if such Losses arise in connection with any action or failure to act of Gatherer while Shipper's Oil is in the possession and control of Gatherer, (b) the breach of any representation or warranty of Gatherer contained in in this Agreement, (c) the breach of any other agreement, covenant or obligation of Gatherer in this Agreement and (d) Gatherer's business operations, including all noise, odors, Emissions, pollution or other contamination whatsoever occurring in connection with such operations.

16.3 GATHERER HEREBY RELEASES SHIPPER FROM ANY LIABILITY FOR, AND HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS EACH SHIPPER INDEMNITEE FROM AND AGAINST, ALL LOSSES, WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OF ANY SHIPPER INDEMNITEE, ARISING IN CONNECTION HEREWITH IN FAVOR OF ANY EMPLOYEE, CONTRACTOR OR CONSULTANT OF ANY GATHERER INDEMNITEE ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO PROPERTY OF SUCH EMPLOYEE OR CONSULTANT.

16.4 SHIPPER HEREBY RELEASES GATHERER FROM ANY LIABILITY FOR, AND HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS EACH GATHERER INDEMNITEE, FROM AND AGAINST, ALL LOSSES, WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OF ANY GATHERER INDEMNITEE, ARISING IN CONNECTION HEREWITH IN FAVOR OF ANY EMPLOYEE, CONTRACTOR OR CONSULTANT OF ANY SHIPPER INDEMNITEE ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO PROPERTY OF SUCH EMPLOYEE OR CONSULTANT.

16.5 All indemnity obligations and liabilities assumed by the Parties under terms of this Agreement shall be without limit, and shall survive until the second (2nd) anniversary of the termination of this Agreement.

16.6 Each Party shall procure and maintain during the entire Term, at its own expense, with an insurance company or companies authorized to do business in the State of Texas or through a self-insurance program, insurance coverages of the kind and in the specified minimum amounts set forth on Exhibit D attached hereto.

ARTICLE XVII
NOTICES AND STATEMENTS

17.1 All notices, statements, payments and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been effectively given when deposited in the United States mail or with an overnight courier service, or when sent via email or facsimile, as the case may be, addressed to:

Notices:

If to Gatherer:

Republic Midstream, LLC
c/o ArcLight Capital Partners, LLC
200 Clarendon Street, 55th Floor
Boston, MA 02117
Attn: Christine Miller
Email: cmiller@arlightcapital.com
Facsimile: (617) 867-4698

If to Shipper:

Penn Virginia Oil & Gas, L.P.
840 Gessner, Suite 800
Houston, TX 77024
Attn: Vice President, Oil & Gas Marketing
Email: jill.zivley@pennvirginia.com
Facsimile: (713) 722-6601

With a copy to:

American Midstream Partners, L.P.
1400 16th Street, Suite 310
Denver, CO 80202
Attn: William B. Mathews
Email: bmathews@americanmidstream.com
Facsimile: (720) 457-6040

If to Guarantor:

Penn Virginia Corporation
Four Radnor Corporate Center, Suite 200
100 Matsonford Road
Radnor, PA 19087-4564
Attn: General Counsel
Email: nancy.snyder@pennvirginia.com
Facsimile: (610) 687-3688

and

Republic Midstream, LLC
10300 Town Park Dr., Suite SE1000
Houston, TX 77072
Attn: David Lipp
Email: dlipp@republicmidstream.com
Facsimile: (281) 849-9009

With a copy to:

Penn Virginia Corporation
Four Radnor Corporate Center, Suite 200
100 Matsonford Road
Radnor, PA 19087-4564
Attn: General Counsel
Email: nancy.snyder@pennvirginia.com
Facsimile: (610) 687-3688

Statements:

Penn Virginia Oil & Gas, L.P.
840 Gessner, Suite 800
Houston, TX 77024
Attn: Vice President, Oil & Gas Marketing
Email: jill.zivley@pennvirginia.com
Facsimile: (713) 722-6601

Payments:

Comerica Bank
1717 Main Street
Dallas, TX 75201
ABA Routing #111000753
For Account of: Republic Midstream, LLC
Account #: 1881761173

17.2 Notices of change of address of either Party shall be given in writing to the other in the manner aforesaid and shall be observed in the giving of all future notices, statements or other communications required or permitted to be given hereunder.

ARTICLE XVIII
FORCE MAJEURE

18.1 Upon occurrence of an event of Force Majeure, Shipper's or Gatherer's obligation to perform, wholly or in part, any commitment or undertaking set forth in this Agreement, other than the obligation to make payments of amounts due hereunder (including the obligations set forth in Section 9.1), shall be suspended to the extent and for the period of such Force Majeure condition; *provided, however*, that the Party whose obligations are so affected shall promptly give written notice to the other Party describing the event of Force Majeure in reasonable detail.

18.2 Should there be an event of Force Majeure affecting performance hereunder, such events shall be remedied with all reasonable dispatch to ensure resumption of normal performance.

18.3 Notwithstanding Section 18.2, settlement of strikes and lockouts shall be entirely within the discretion of the Party affected, and the requirement in Section 18.2 that any event of Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the third parties directly or indirectly involved in such strikes or lockouts when such course is inadvisable in the discretion of the Party having such difficulty.

ARTICLE XIX
CONFIDENTIAL INFORMATION

19.1 Except as permitted by Section 19.2, (i) each Party shall keep confidential all Confidential Information and shall not disclose any Confidential Information to any Person and (ii) each Party shall use the Confidential Information only in connection with the operation of the Gathering System.

19.2 Notwithstanding Section 19.1, but subject to the other provisions of this Article XIX, a Party may make the following disclosures and uses of Confidential Information:

- (a) disclosures required for such Party to perform its duties under this Agreement;
- (b) disclosures to an Affiliate of such Party, including the representatives of such Affiliate, for purposes in furtherance of the operation of the Gathering System and has agreed to abide by the terms of this Article XIX;
- (c) disclosures to a Person that is not a Party or an Affiliate of a Party, if such Person has been retained by Gatherer to provide services in connection with the operation of the Gathering System and has agreed to abide by the terms of this Article XIX;

(d) disclosures to a bona-fide potential direct or indirect purchaser of the Gathering System and the advisors or representatives of such potential purchaser, if such potential purchaser has agreed to abide by the terms of this Article XIX;

(e) disclosures to working interest or joint venture partners with respect to leases or wells in the Dedication Area;

(f) disclosures required by Applicable Law or the rules of any national securities exchange or automated quotation system;

(g) disclosures to financial institutions requiring such disclosure as a condition precedent to making or renewing a loan or in connection with any covenant made in connection with such loan(s) or any existing loan of such Party or its Affiliates;

(h) disclosures to the legal advisors, financial advisors, consultants or independent certified public accountants for such Party or its Affiliates; and

(i) disclosures to purchasers of Shipper's Oil or other contractual counterparties as reasonably necessary to establish purchase price or other necessary terms of service from time to time provided such purchasers or contractual counterparties have agreed to confidentiality obligations no less restrictive than those set forth in this Agreement.

19.3 Each Party shall take such precautionary measures as may be required to ensure (and such Party shall be responsible for) compliance with this Article XIX by any of its representatives and other Persons to which it may disclose Confidential Information in accordance with this Article XIX.

19.4 The Parties agree that no adequate remedy at law exists for a breach or threatened breach of any of the provisions of this Article XIX, the continuation of which, if not remedied, shall cause the non-breaching Party to suffer irreparable harm. Accordingly, the Parties agree that each Party shall be entitled, in addition to other remedies that may be available to such Party, to immediate injunctive relief from any breach of any of the provisions of this Article XIX and to specific performance of its rights hereunder, as well as to any other remedies available at law or in equity.

19.5 The obligations of the Parties under this Article XIX shall terminate on the second anniversary of the termination of this Agreement.

ARTICLE XX ASSIGNMENT OR SALE OF GATHERING SYSTEM

20.1 Gatherer may not sell, assign or transfer any of its rights or obligations under this Agreement, or any of its right, title and interests in or to the Gathering System, without the prior written consent of Shipper which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Gatherer may, without Shipper's consent, (i) sell all, or any portion of, the Gathering System to JP Energy Partners, LP, American Midstream Partners L.P. or any respective subsidiary thereof, (ii) assign, mortgage, hypothecate, pledge or otherwise encumber all or any portion of Gatherer's interest in and to this Agreement (including its rights and obligations hereunder), and/or its right, title and interest in and to the Gathering System in favor of any Financing Party and its successors and assigns (each a, "*Collateral Assignment*"), and (iii) following the System Completion Date, sell, assign or transfer all, but not less than all, of the Gathering System, and the associated rights and obligations under this Agreement, to a Reputable and Prudent Operator.

20.2 As used herein, a "**Reputable and Prudent Operator**" shall mean any entity that: (i) is a pipeline operator which, in Shipper's reasonable opinion, is experienced in operating gathering and pipelines systems similar to the Gathering System; (ii) has not filed a voluntary bankruptcy proceeding or been declared a bankrupt involuntarily; (iii) has not been blocked by any Governmental Authority from holding any permits, licenses or approvals necessary to operate the Gathering System as contemplated by this Agreement; (iv) has a health, safety and environmental compliance record reasonably satisfactory to Shipper; and (v) has a net worth of \$100 million or more on a consolidated basis.

20.3 Notwithstanding the foregoing or anything in this Agreement to the contrary, Shipper agrees that in connection with a Collateral Assignment, any such Financing Party may assign such right, title and interests in and to this Agreement and/or the Gathering System to a Reputable and Prudent Operator in connection with the sale, transfer or exchange of its rights under this Agreement or right, title, and interests in the Gathering System or for the purpose of operating the Gathering System pursuant to such assignment upon and after the exercise of its rights and enforcement of its remedies against the Gathering System under any deed of trust or other security instrument creating a lien, security interest or other rights in its favor.

20.4 No assignment of this Agreement shall be made by Shipper except to a Person that is acquiring an interest in all or part of the Dedication Area contemporaneous with such assignment. Furthermore, Shipper may not sell, assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Gatherer, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Shipper may, without Gatherer's consent, sell, assign or transfer any of its rights or obligations under this Agreement to a creditworthy entity with net assets at least equal to the net assets of Shipper on the date of assignment or transfer.

ARTICLE XXI MISCELLANEOUS

21.1 All Article, Section and Exhibit references used in this Agreement are to Articles, Sections and Exhibits to this Agreement unless otherwise specified. The Exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein for all purposes.

21.2 If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders and vice versa. The words "includes" or "including" shall mean "includes without limitation" or "including without limitation," the words "hereof," "hereby," "herein," "hereunder" and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular Section or Article in which such words appear and any reference to an Applicable Law shall include any amendment thereof or any successor thereto and any rules and regulations promulgated thereunder. Currency amounts referenced herein are in U.S. Dollars.

21.3 This Agreement may be executed in as many counterparts as deemed necessary. When so executed, the aggregate counterparts shall constitute one Agreement and shall have the same effect as if both Parties signing counterparts had executed the same instrument.

21.4 This Agreement may not be amended or modified except pursuant to a written instrument signed by both of the Parties. Either Party may waive on its own behalf compliance by the other Party with any term or provision hereof; *provided, however*, that any such waiver shall be in writing and shall not bind the non-waiving Party. The waiver by either Party of a breach of any term or provision shall not be construed as a waiver of any subsequent breach of the same or any other provision.

21.5 This Agreement is binding upon and shall inure to the benefit of the successors and permitted assigns of the Parties.

21.6 The Parties agree and confirm that this Agreement was prepared jointly by both Parties and not by any one Party to the exclusion of the other.

21.7 Except as provided in Article XVI, this Agreement is not intended to confer upon any Person not a party hereto any rights or remedies hereunder, and no Person other than the Parties is entitled to rely on or enforce any provision hereof.

21.8 This Agreement (including the Exhibits attached hereto) contains the entire agreement between the Parties with respect to the subject matter hereof, and there are no prior agreements, understandings, representations or warranties between the Parties, other than those set forth or referred to herein or therein.

21.9 NO PARTY, INCLUDING AND ON BEHALF OF, GATHERER INDEMNITIES AND SHIPPER INDEMNITIES, SHALL UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER BY STATUTE, IN TORT OR BY CONTRACT OR OTHERWISE, EXCEPT WHERE SUCH DAMAGES WERE CAUSED BY THE WILLFUL MISCONDUCT OR FRAUD OF SUCH PARTY. THE PROVISIONS OF THIS SECTION 21.9 SHALL BE ENFORCEABLE ONLY TO THE EXTENT ALLOWED BY, AND SHALL BE SUBJECT TO, ANY APPLICABLE REQUIREMENTS AND PROCEDURES SET FORTH IN, APPLICABLE LAW.

21.10 In the event of litigation arising with respect to this Agreement, either Party may offer into evidence an electronic image of the signed Agreement, any amendment hereto or any correspondence exchanged in connection herewith and shall not be required to maintain or produce an original paper copy of any such document. Any such electronic copy shall be deemed an original and may be admitted into evidence for all purposes, notwithstanding the "best evidence" rule or any other rule of evidence that would prohibit or restrict its admissibility.

ARTICLE XXII GUARANTEE

22.1 In consideration of Gatherer entering into this Agreement, Shipper Guarantor unconditionally and irrevocably guarantees to Gatherer the due and punctual performance of each of Shipper's obligations to Gatherer pursuant to this Agreement (such obligations, the "*Guaranteed Obligations*"), as and when provided in this Agreement. Shipper Guarantor shall be liable for the payment of the Guaranteed Obligations (if not timely paid by Shipper), as set forth in this Article XXII, as a primary obligor, and not as a mere surety. The guaranty in this Section 22.1 is a continuing guaranty of payment and performance and not a guaranty of collection. If Shipper fails to pay the Guaranteed Obligations when due, or any part thereof, Shipper Guarantor shall, on written demand and without further notice of nonpayment, or any other notice whatsoever, pay the amount due and payable thereon to Gatherer as required per the terms of this Agreement, and it shall not be necessary for Gatherer, in order to enforce such payment or performance by Shipper Guarantor, first to institute suit or pursue or exhaust any rights or remedies against Shipper or others liable for such payment or performance. Shipper Guarantor's liability hereunder shall be limited to the payment or performance obligations expressly required of Shipper under this Agreement.

22.2 Shipper Guarantor hereby agrees that Gatherer's rights or remedies and all of Shipper Guarantor's obligations under the terms of the guaranty in this Article XXII shall remain in full force and effect and shall not be released or affected by, or deemed to be satisfied by, and Shipper Guarantor shall not be released (by

virtue of any Applicable Law, arrangement or relationship) by, any act or omission to act or delay of any kind by Gatherer, any other guarantor of the Guaranteed Obligations or any other Person or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of Shipper Guarantor's obligations hereunder, and the liability of Shipper Guarantor under the guaranty under this Article XXII shall be absolute and unconditional irrespective thereof.

22.3 In the event any payment by Shipper or any other Person (other than Shipper Guarantor) to Gatherer in respect of the Guaranteed Obligations is held to constitute a preference, fraudulent transfer or other voidable payment under any bankruptcy, insolvency or similar Applicable Law, or if for any other reason, Gatherer is required to refund such payment or pay the amount thereof to any other creditor, such payment by Shipper or such other Person to Gatherer shall not constitute a release of Shipper Guarantor from any liability hereunder, and the guaranty under this Article XXII shall continue to be effective or shall be reinstated (notwithstanding any prior release, surrender or discharge by Gatherer of this Guaranty or of Shipper Guarantor), as the case may be, with respect to, and the guaranty under this Article XXII shall apply to, any and all amounts so refunded by Gatherer or paid by Gatherer to another Person (which amounts shall constitute part of the Guaranteed Obligations). Notwithstanding the foregoing, the obligations of Shipper Guarantor hereunder at any time shall be limited to the maximum amount as will result in the obligations of Shipper Guarantor hereunder not constituting a fraudulent transfer or conveyance to the extent applicable to this Agreement and the obligations of Shipper Guarantor hereunder.

22.4 Shipper Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by Applicable Law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against Shipper, any other guarantor of all or any part of the Guaranteed Obligations or any other Person. Notwithstanding the foregoing or anything else to the contrary contained herein, Shipper Guarantor reserves to itself all rights, counterclaims and other defenses to its obligations hereunder which Shipper is or may be entitled to arising from or out of this Agreement, except to the extent such defenses are expressly waived in the preceding sentence.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year hereinabove first written.

REPUBLIC MIDSTREAM, LLC

By:___

Name:
Title:

PENN VIRGINIA OIL & GAS, L.P.

By: Penn Virginia Oil & Gas GP LLC,
its general partner

By:___

Name:
Title:

PENN VIRGINIA CORPORATION

By:_____

Name:
Title:

Signature Page to Second Amended and Restated Construction and Field Gathering Agreement

EXHIBIT A-1
DEDICATION AREA

A-1-1

EXHIBIT A-2
INITIAL WELLS

Chicken Hawk 1H
Jake Berger Cattle Co 1H
Dingo Hunter 1H, 2H, 3H
Leopard Hunter 4H, 5H, 6H, 7H
Wombat Hunter 1H, 2H, 3H, 4H
Bertha 2H, 3H, 4H
Hefe Hunter 2H, 3H, 4H
Hefe Hunter 5H,6H, 7H
Pilsner Hunter 2H, 3H, 4H, 5H
Blonde 2H, 3H, 4H, 5H
Blonde 6H, 7H, 8H, 9H
Blonde 1H
Bock 1H, 2H, 3H
Porter 3H, 4H, 5H, 9H
Rhino 6H, 7H
Effenberger 4H, 5H
Zebra Hunter 2H, 3H
Lager 1H, 2H

A-2-1

EXHIBIT B

NOMINATION PROCEDURES

Shipper will submit Monthly nomination quantities stated in Barrels for each Month not later than the 15th Day of the prior Month. All nominations shall be made to Gatherer's electronic bulletin board, unless otherwise mutually agreed. Nominations must designate the Receipt Points and Delivery Points to be used, the estimated Monthly quantities to be received at each Receipt Point and delivered at each Delivery Point (including for the truck loading Delivery Point inside the CDP) and the estimated API Gravity and sulfur content for such volumes. All nominations must state the expected market for such quantities.

Once nominated by Shipper for the Month, Shipper may change the nomination quantity at any Receipt Point or Delivery Point by submitting a revised nomination quantity no later than 11:30 a.m., Central Time, on the business day prior to the Day such revised quantity is to be effective.

B-1

EXHIBIT C

MEASUREMENT AND TESTING

1. Crude Oil shall be measured by LACT/ACT Units installed, maintained and operated by Gatherer or its designee, in the case of Crude Oil gathered via the Gathering System, or from static tank gauges on 100% tank table basis (or by use of mutually acceptable automatic measuring equipment), in the case of Crude Oil trucked by Gatherer, and computations made in accordance with accepted API and industry practices. Such LACT/ACT Units shall be operated within appropriate flow rate, temperature and pressure ranges for existing operating conditions. Volume computations shall be made as accurately as possible and within the accuracy prescribed by the manufacturer of the recording and computing equipment used utilizing accepted API and industry practices and procedures.
2. The unit of volume for purposes of measurement shall be one (1) 42 U.S. gallon barrel of Crude Oil at a temperature base of sixty degrees Fahrenheit (60°F) containing no suspended sediment and water and at a pressure base of fourteen and sixty-five hundredths (14.65) psia (0 psig).
3. Temperature shall be determined by a dynamic electronic temperature averaging device. The API Gravity, sulfur content and suspended sediment and water content of the Crude Oil shall be determined by measurement of the oil samples collected from the LACT/ACT Units and pipeline sample pots, in the case of Crude Oil gathered via the Gathering System, or from static tank gauges on 100% tank table basis (or by use of mutually acceptable automatic measuring equipment), in the case of Crude Oil trucked by Gatherer. Analysis of the accumulated samples shall be made at operational times agreed upon by both the Shipper and the Gatherer no less than once per Month.
4. Shipper may access electronic readings remotely and may download electronic readings to its SCADA system.
5. The accuracy of Gatherer's measuring equipment shall be verified by Gatherer or its designee every three (3) Months. Upon request by Shipper, notice of the date and time of the testing of such equipment or for the quality of the Crude Oil shall be given by Gatherer to Shipper sufficiently in advance to permit convenient arrangement for Shipper's representative to be present. If after proper notice, Shipper fails to have a representative present, the results of the test shall nevertheless be considered accurate. All tests shall be made at Gatherer's expense, except that Shipper shall bear the expense of tests made at its request if the meter factor is determined to deviate, plus or minus, five one-hundredths of one percent (0.05%) or less from the meter factor previously determined.
6. If at any time the measuring or testing equipment is found to be out of service or registering inaccurately in any percentage, it shall be adjusted at once to read accurately within the limits prescribed by the manufacturer. If such conditions exist, then corrections shall be made for any period which is definitely known or agreed upon. The quantity of Crude Oil delivered during that period shall be determined by the first of the following methods which is available:
 - i) by correcting the error if the percentage of the error is ascertainable by calibration, test or mathematical calculation; or
 - ii) by estimating the quantity or quality delivered based on deliveries under similar conditions during a period when the equipment was registering accurately only if no other data exists.

7. Gatherer and Shipper shall have the right to inspect equipment installed or furnished by the other and the charts and other measurement or testing data of the other at all times during regular business hours but the reading, calibration and adjustment of such equipment shall be done only by the Party with the responsibility for operating such equipment. Gatherer shall preserve all test data, charts and other similar records for a period of at least two (2) years.
8. Notwithstanding anything to the contrary, all measurement, testing procedures and computations shall be made in accordance with current API standards.

1.

EXHIBIT D
REQUIRED INSURANCE

See attached

D-1

**Exhibit A to
MEMORANDUM OF DEDICATION
Dedication Area
(See Attached)**

E-3

**Exhibit A to
MEMORANDUM OF DEDICATION
Dedication Area
(See Attached)**

2.

F-3

EXHIBIT G
DESIGN PROPOSAL

See attached

G-1

EXHIBIT H

TARIFF

See attached

H-1

EXHIBIT I

FORM OF MEMORANDUM OF DEDICATION

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

After recordation, return to:

Republic Midstream, LLC
c/o ArcLight Capital Partners, LLC
200 Clarendon Street, 55th Floor
Boston, MA 02117
Attn.: Land Department

Reserved For Recording Information

MEMORANDUM OF DEDICATION

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF FAYETTE §

For good and valuable consideration, Penn Virginia Oil & Gas, L.P., a Texas limited partnership ("Shipper"), with offices at 840 Gessner, Suite 800, Houston, TX 77024, has entered into that certain AMENDED AND RESTATED CONSTRUCTION AND FIELD GATHERING AGREEMENT effective August 1, 2016 (the "Gathering Agreement") with Republic Midstream, LLC, a Delaware limited liability company ("Gatherer"), with offices at 200 Clarendon Street, 55th Floor, Boston, MA 02117, whereby, Shipper has committed and dedicated to Gatherer, and Gatherer has agreed to receive, all of Shipper's Oil owned or controlled by Shipper in the Dedication Area (as defined in the Gathering Agreement and as further described on Exhibit A attached hereto) for a term of twenty-five (25) years, as further described in, and as pursuant to the terms of, such Gathering Agreement.

This Memorandum is placed on record for the purpose of giving notice of the Gathering Agreement. In the event the Gathering Agreement terminates or acreage is released from dedication, in accordance with its terms, Gatherer shall promptly provide to Shipper an executed memorandum of release in recordable form evidencing that such dedication (or portion thereof) is no longer in force or effect.

[Signature Pages Follow]

**Exhibit A to
MEMORANDUM OF DEDICATION
Dedication Area
(See Attached)**

I-3

US-DOCS\70393108.5

* Confidential treatment has been requested with respect to portions of this agreement as indicated by "[***]" and such confidential portions have been deleted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Exchange Act of 1934, as amended.

FIRST AMENDED AND RESTATED CRUDE OIL MARKETING AGREEMENT

This First Amended and Restated Crude Oil Marketing Agreement (this "Agreement") is made and entered into this 1st day of August, 2016 (the "Effective Date") by and among Penn Virginia Oil & Gas, L.P. (" PVOG"), Republic Midstream Marketing, LLC ("Republic") and solely for purposes of Article V of this Agreement, Penn Virginia Corporation ("PVOG Guarantor"). PVOG and Republic may be referred to individually as a "Party" or collectively as the "Parties." This Agreement supersedes and replaces that certain Crude Oil Marketing Agreement, dated July 30, 2014, as amended on September 24, 2015, by and between the Parties.

WHEREAS, Republic is making a minimum volume commitment to the Kinder Morgan Crude & Condensate pipeline ("KMCC");

WHEREAS, PVOG desires to make a minimum volume commitment to sell 8,000 barrels per day of crude oil, and to deliver [***] crude oil (i) produced from PVOG-operated wells in Lavaca, Fayette, and Gonzalez Counties, Texas (insofar and only insofar as PVOG has the right to market such volumes) and (ii) produced from wells in Lavaca, Fayette, and Gonzalez Counties, Texas in which PVOG, on or after the Effective Date, resigns as operator (other than any resignation pursuant to a legitimate business purpose (other than circumvention of PVOG's obligations under Article I.3.)) and has the right to take its share of production in kind, to Republic or other parties at the Dewitt Station on KMCC and to have the option to buy such barrels back at one or more delivery points specified in KMCC's Texas Railroad Commission Rules & Regulations Tariff, as supplemented, revised or otherwise updated (the "KMCC Regulations Tariff");

WHEREAS, PVOG is making the Commitment (as defined below) to Republic to support Republic's minimum volume commitment to KMCC;

WHEREAS, the Parties desire to set forth the options available to PVOG to fulfill the Commitment; and

WHEREAS, the Parties desire to set forth the "form" Crude Oil Sale Agreement to be used by PVOG in the event it wishes to sell barrels outright to Republic (with no re-delivery obligation) at any location.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I PVOG'S MINIMUM VOLUME COMMITMENT TO REPUBLIC

1. Minimum Volume Commitment. Subject to any Force Majeure Event and any Enumerated Circumstance (each as defined below), during each month during the Term (as defined below), PVOG agrees to deliver on an aggregate average daily basis at least 8,000 barrels per day of crude oil pursuant to one of the methods set forth in this Agreement (such amount, the "Commitment"). For the avoidance of doubt, the Commitment shall be determined on a monthly basis.
 - a. In the event that PVOG's aggregate daily deliveries hereunder during any monthly period are less than the Commitment for that month, and no Over-Delivery Credits are then outstanding, then a deficiency (the "Deficiency") shall exist. PVOG will be obligated to pay to Republic an amount for each deficient barrel equal to the Transportation Deduction (such amount, the "Deficiency Fees").
 - b. Republic shall invoice PVOG monthly for any Deficiency Fees. In the event that PVOG ships volumes in excess of the Commitment in any given month, PVOG shall be entitled to a credit against any Deficiency Fees assessed by Republic in the subsequent twelve (12) months, or any Deficiency Fees paid by PVOG in the preceding twelve (12) months, in an amount equal to the surplus barrels multiplied by the Transportation Deduction (each, an "Over-Delivery Credit"). Over-Delivery Credits shall first be applied to any Deficiency Fees paid by PVOG during the preceding twelve (12) months, and shall be credited during the month corresponding to the applicable Over-Delivery Credit.
 - c. Over-Delivery Credits shall be applied only to volumes shipped in accordance with Article I, Section 2 below in excess of PVOG's Commitment for that month and shall be applied at all times on a first-in, first-out basis, so that the oldest month's Over-Delivery Credit is fully utilized before application of any subsequent month's Over-Delivery Credit. Over-Delivery Credits shall expire if not used by the end of the twelve (12) month period following the month during which such Over-Delivery Credit was created. At the end of the Term, any remaining unexpired or unutilized Over-Delivery Credits shall expire on the last day of the Term and will not be valid for use against any future shipments on KMCC.
2. Volumes Credited Toward PVOG's Commitment. Republic shall count toward the satisfaction of the Commitment all volumes shipped under each of the following arrangements:
 - a. PVOG Buy-Sell Volumes Delivered to KMCC. All crude oil volumes delivered and sold by PVOG to Republic at the PVOG Delivery Point (as defined below) and redelivered at a Republic Delivery Point (as defined below) pursuant to the provisions of Article II of this Agreement shall count toward the Commitment.
 - b. PVOG Outright Sales to Republic. All crude oil volumes sold outright (i.e., with no redelivery option or obligation) by PVOG to Republic at either (i) the CDP (as such term is defined in that certain First Amended and Restated Transportation Agreement by and between Republic Midstream, LLC and PVOG dated the date

hereof) or (ii) the PVOG Delivery Point pursuant to Article III of this Agreement shall, in either case, count toward the Commitment.

- c. PVOG Outright Sales to Third Parties. All crude oil volumes sold outright by PVOG to third parties at either (i) the CDP or (ii) the PVOG Delivery Point ("Third Party Volumes") shall, in either case, count toward the Commitment so long as the following conditions are met:
- i. Such Third Party Volumes must be transported on KMCC or, if such Third Party Volumes are not transported on KMCC, the third party must pay fees for each such barrel of Third Party Volumes to Republic equivalent to the Transportation Deduction per barrel of Third Party Volumes;
 - ii. If such Third Party Volumes are actually shipped on KMCC, the third party must enter into a crude oil purchase and sale agreement with Republic (each, a "Third Party Purchase and Sale Agreement") pursuant to which the third party will sell and deliver the Third Party Volumes to Republic at the PVOG Delivery Point and purchase and receive the Third Party Volumes at a Republic Delivery Point; and
 - iii. For the avoidance of doubt, each Third Party Purchase and Sale Agreement shall include a marketing fee of [***] per barrel purchased and sold thereunder (the "Marketing Fee"). Notwithstanding the foregoing, the Marketing Fee shall not be payable unless and until the Midstream Pipeline (as defined below) is operational. The foregoing fees shall be payable by the third party and not by PVOG.
- d. Letter Agreement Regarding Buy-Sell Marketing Arrangements. The Parties acknowledge the existence of that certain Letter Agreement Regarding Buy-Sell Marketing Arrangements dated May 22, 2015, by and among the Parties and Republic Midstream, LLC, and agree that the terms set forth therein shall be incorporated in this Agreement for all purposes.
3. [***]. Beginning on the Effective Date and to the extent available, PVOG agrees to deliver (pursuant to one of the methods set forth in this Agreement) [***] crude oil (i) produced from PVOG-operated wells in Lavaca, Fayette, and Gonzalez Counties, Texas, which shall include volumes attributable to non-operating working interest owners insofar and only insofar as PVOG has the right to market such volumes and the non-operators have not elected to take their share of such production in kind and (ii) produced from wells in Lavaca, Fayette, and Gonzalez Counties, Texas in which PVOG, on or after the Effective Date, resigns as operator (other than any resignation pursuant to a legitimate business purpose (other than circumvention of PVOG's obligations under this Article I.3.)) and has the right to take its share of production in kind. Notwithstanding the foregoing, PVOG shall be deemed to have satisfied this obligation if the monthly average of the daily volumes delivered in a given month equals or exceeds [***].

ARTICLE II
BUY-SELL OF VOLUMES TRANSPORTED ON KINDER PIPELINE

If PVOG desires to satisfy its volume commitment as provided in Article I, Section 2.a. above, then such transaction shall take the form of a buy-sell with Republic as specified below.

PVOG DELIVERY AND SALE TO REPUBLIC AT DEWITT STATION

1. **Quantity.** Each month, PVOG shall provide Republic with written notice as to the nominations and quantity of volumes of crude oil it expects to tender for purchase by Republic at the PVOG Delivery Point during the following month (the "Shipment Schedule"). The Shipment Schedule shall also set forth the applicable Republic Delivery Point(s) to which PVOG desires that Republic re-deliver the crude oil. PVOG may nominate volumes in excess of the Commitment. PVOG shall deliver and sell to Republic, and Republic shall receive and purchase from PVOG, the quantity tendered by PVOG up to the Commitment. To the extent PVOG timely nominates and tenders more than the Commitment, Republic shall receive and purchase from PVOG such excess, but only to the extent that Republic and KMCC, as applicable, have physical capacity in excess of other commercial commitments sufficient to receive such excess.
2. **Quality.** The quality of the crude oil delivered by PVOG to Republic shall satisfy the requirements set forth in the KMCC Regulations Tariff (the "Specifications"). Republic will not be obligated to purchase crude oil that is contaminated or that otherwise fails to meet those Specifications ("Off-Spec Product"), except if such nonconformance is attributable to third party volumes commingled with PVOG's crude oil while in Republic or Republic Midstream, LLC's (or any applicable successor) control and possession.
3. **Price.** For each barrel of crude oil sold and delivered by PVOG to Republic hereunder, Republic agrees to pay to PVOG the Base Price less the Transportation Deduction (each as defined below).
 - a. "**Base Price**" means the calendar month average of the daily settlement price for the "Light Sweet Crude Oil" prompt month futures contracts reported by the New York Mercantile Exchange (NYMEX) from the first day of the delivery month through and including the last day of the delivery month, excluding weekends and NYMEX U.S. Holidays, plus the arithmetic average of the Daily Settlement Price for the Crude Contract reported by the NYMEX from the day the delivery month becomes the prompt trading month through the last day of trading for the delivery month, Trade Days Only, less the average of the daily settlement price for the second month NYMEX Crude Contract trading month the same period, times .6667 plus the arithmetic average of the Daily Settlement Price for the Crude Contract reported by the NYMEX from the day the delivery month becomes the prompt trading month through the last day of trading for the delivery month, Trade Days Only, less the average of the daily settlement price for the third month NYMEX contract trading over the same period, times .3333, plus or minus the average difference between Argus- LLS and Argus WTI-Cushing quotations for the applicable trading month.

* Confidential treatment has been requested with respect to portions of this agreement as indicated by "[***]" and such confidential portions have been deleted and filed separately with the Securities and Exchange Commission pursuant to Rule 24b-2 of the Exchange Act of 1934, as amended.

- b. "Transportation Deduction" means the sum of (i) the Committed Shipper B Base Rate Transportation Rate as defined in the KMCC Rate Tariff (the "KMCC Rate Tariff"), as may be adjusted downward as set forth below, [***] (ii) the pipeline loss allowance charged by KMCC, which rate is currently a deduction of 0.250% of the crude oil received with an API Gravity at or below 45.0 degrees and 0.375% of the crude oil received with an API Gravity above 45.0 degrees at the PVOG Delivery Point to cover for losses associated with the transportation of crude oil on KMCC, (iii) any other fees reflected in the KMCC Regulations Tariff that are charged to Republic for PVOG's crude oil movements (as such fees may be adjusted downward as set forth below), and (iv) a marketing fee of [***] per barrel purchased and sold hereunder. Republic shall pass through all adjustments to the KMCC Rate Tariff and to the KMCC Regulations Tariff. [***].
- c. Rate Adjustments. The Committed Shipper B Base Rate Transportation Rate shall each first be adjusted effective July 1, 2017, and thereafter, effective on July 1st of each subsequent year during the Term in an amount not greater than the adjustments that are made each year to the Federal Energy Regulatory Commission or any successor governmental agency thereto ("FERC") regulated interstate oil pipelines by the application of the annual Oil Pipeline Index published by FERC in advance of the annual July 1st adjustment of each year (the "FERC Index"); *provided, however*, that the FERC Index shall not be applied to any rates under this Agreement in any year in which the published FERC Index is less than zero.
4. Delivery Point / Title and Risk of Loss. Title and risk of loss shall pass from PVOG to Republic at the PVOG Delivery Point. PVOG shall deliver the crude oil delivered and sold to Republic hereunder at the outlet flange of the Midstream Pipeline immediately upstream of the inlet flange of KMCC's receipt point meter at the point of interconnection of the Midstream Pipeline with KMCC's Dewitt Station (the "PVOG Delivery Point"). The "Midstream Pipeline" means that certain 29 mile intrastate transportation pipeline system originating at the outlet flange of Republic Midstream, LLC's central delivery point in Lavaca County, Texas and extending to the interconnect of KMCC at Cuero in DeWitt County, Texas.

REPUBLIC SALE AND DELIVERY TO PVOG

5. Resale Quantity. During the Term, Republic commits to deliver and sell to PVOG, and PVOG commits to receive and purchase from Republic, a quantity of crude oil equal to the nominations reflected in the applicable Shipment Schedule.
6. Quality. The quality of the crude oil delivered by Republic to PVOG shall satisfy the Specifications.
7. Delivery Point / Title and Risk of Loss. Title and risk of loss shall pass from Republic to PVOG at the Republic Delivery Point. Republic shall deliver the crude oil delivered and sold to PVOG hereunder at the insulating flange of Republic's or Republic's agent's LACT

unit at the receiving facilities at PVOG's designated resale point, which may include the following (each, a "Republic Delivery Point"):

- a. Phillips 66 Sweeny Refinery, Old Ocean, Texas;
 - b. Oiltanking LP, Houston Ship Channel;
 - c. Kinder Morgan Liquids Terminal, Pasadena, Texas;
 - d. Kinder Morgan Crude & Condensate Galena Park Splitter, Houston Ship Channel;
 - e. Such other delivery points on KMCC as KMCC may add at a later date;
and
 - f. Any other delivery point agreed to by PVOG and Republic.
8. Price. For each barrel of crude oil sold and delivered by Republic to PVOG hereunder, PVOG agrees to pay Republic the Base Price.

ARTICLE III
OUTRIGHT SALES OF CRUDE OIL BY PVOG TO REPUBLIC

If PVOG desires to make an outright sale of crude oil to Republic at any location, then such transaction shall be reflected in a Crude Oil Sale Agreement in substantially the form attached hereto as Exhibit A.

ARTICLE IV
GENERAL PROVISIONS

1. Term. This Agreement shall be in effect for the period commencing on the Effective Date and ending on May 31, 2026 (the "Term").
2. Contaminated Oil. Should PVOG deliver crude oil to Republic that fails to meet the Specifications (other than if such failure is attributable to third party volumes commingled with PVOG's crude oil while in Republic or Republic Midstream, LLC's (or any applicable successor) control and possession), then PVOG shall pay or reimburse all costs and expense incurred by Republic for the removal, disposal or treatment of PVOG's Off-Spec Product and any damage to KMCC or associated tankage and facilities resulting from such Off-Spec Product, including, but not limited to, damage to crude oil in tankage due to commingling of PVOG's Off-Spec Product in Republic's tankage at the DeWitt Station. If PVOG desires to tender crude oil outside of the Specifications (excluding any crude oil tendered whereby the nonconformance is attributable to third party volumes commingled with PVOG's crude oil while in Republic or Republic Midstream, LLC's (or any applicable successor) control and possession), such product must first be approved by Republic at Republic's sole discretion. If any additional or special equipment is required to measure, store or transport this product, PVOG will be responsible for these additional costs and also the costs of necessary cleaning and restoration to return the equipment to its previous operating condition.

3. Manner of Payment. In the event of any transactions pursuant to Article II of this Agreement, on or before the 20th day of each month, Republic shall render to Shipper a statement showing, for the immediately preceding month, the amounts owed by each Party pursuant to such transactions and showing the net amount that PVOG owes Republic. PVOG shall pay the net amount shown on such statement within ten (10) days following the date of Republic's statement. Either Party or its agent shall have the right, upon ten (10) days prior written notice and at reasonable times during business hours, but in no event more frequently than once per calendar year, and at its sole risk, cost and expense, to examine the books and records of the other Party to the extent necessary to audit and verify the accuracy of any statement made pursuant to this Agreement. In the event an error is discovered in any such statement, and such error is not disputed in writing by the other Party, such error shall be adjusted without interest or penalty as soon as reasonably possible, but in any event, within two (2) months from the date that such error is determined and agreed upon by the Parties; *provided however*, that any such statement is hereby deemed final as to both Parties unless disputed in writing within two (2) years from the date of such statement.
4. Warranty of Title and Authority to Sell. PVOG hereby warrants that (i) the title to the portion of the crude oil sold and delivered hereunder that is owned by PVOG is free and clear of all liens and encumbrances and (ii) as to the remaining portion of the crude oil sold and delivered hereunder, PVOG has the right and authority to sell and deliver such crude oil for the benefit of the true owners thereof. PVOG further warrants that the crude oil has been produced, handled and transported to the delivery point hereunder in accordance with the laws, rules and regulations of all governmental authorities having jurisdiction thereof. PVOG shall indemnify and hold Republic harmless from and against any and all cost, damage and expense suffered and incurred by reason of any failure of the title so warranted or any inaccuracy in the representation of PVOG's right and authority to sell such crude oil made herein.
5. Taxes. Except in the event of an outright sale to Republic in accordance with Article III of this Agreement, PVOG shall be responsible for the payment of severance taxes and PVOG hereby directs Republic to not withhold any amounts from the proceeds allocable to the sale and delivery of crude oil for the payment of such taxes. PVOG also agrees to indemnify Republic for any liability Republic incurs with respect to the payment of severance taxes.
6. Force Majeure.
 - a. Excused Performance. Neither Party shall be liable in damages or in any other remedy, legal or equitable, to the other Party for nonperformance or delay in performing its obligations under this Agreement to the extent such non-performance or delay is due or results from a Force Majeure Event or Enumerated Circumstance, and neither Party shall be required to perform hereunder (other than an obligation to make payments due and owing under this Agreement unless such payment is not permitted by applicable laws and regulations) to the extent and for the duration of any Force Majeure Event or Enumerated Circumstance.

- b. Definitions: "Force Majeure Event" means any act, event, condition or occurrence that (i) prevents the affected Party from performing its obligations under this Agreement; (ii) is unforeseeable and beyond the reasonable control of and not the fault of the affected Party; and (iii) such affected Party has been unable to overcome by the exercise of due diligence. "Enumerated Circumstance" means any the following acts, events, conditions and occurrences: (A) act of God, fire, lightning, landslide, earthquake, storm, hurricane, flood, washout or explosion; (B) act of war, act of terrorism, blockade, insurrection, riot, order or act of civil or military authority; and (C) act, law, rule, regulation, order or requisition of any governmental authority.
- c. Exclusions from Force Majeure and Enumerated Circumstance. Notwithstanding anything to the contrary set forth in this Agreement, none of the following shall, under any circumstances, constitute a Force Majeure Event or Enumerated Circumstance (as the case may be): (i) the lack of financial resources, or the inability of a Party to secure funds or make payments as required by this or any other Agreement; (ii) adverse market, financial or other economic conditions, including changes in market conditions, including changes that either directly or indirectly affect the demand for or price of petroleum products, natural gas products or crude oil; (iii) availability of more attractive markets for crude oil; (iv) PVOG's inability to receive, transport or deliver crude oil to, on or from KMCC under the terms of this Agreement in a manner that PVOG deems economic; (v) Republic's inability to receive, transport or deliver crude oil to, on or from KMCC under the terms of this Agreement in a manner that Republic deems economic; (vi) PVOG's inability to receive, transport or deliver crude oil to, on or from KMCC under the terms of this Agreement due to any cause or event whatsoever arising from or related to any condition upstream of the DeWitt Station; or (vii) inefficiencies in operations.
- d. Notice of Force Majeure or Enumerated Circumstance Event. The Party affected by the Force Majeure Event or Enumerated Circumstance (as the case may be) shall: (i) promptly, but in all cases within five (5) days of the date the affected Party had knowledge of the Force Majeure Event or Enumerated Circumstance (as the case may be), notify the other Party in writing giving reasonably full particulars of the cause and expected duration of the Force Majeure Event or Enumerated Circumstance (as the case may be); (ii) keep the other Party informed of all significant developments; (iii) describe in its initial notice the efforts undertaken, or to be undertaken, by the affected Party to avoid, overcome the impacts of, or remove the Force Majeure Event or Enumerated Circumstance (as the case may be) and to minimize the potential adverse effects of non-performance due to the Force Majeure Event or Enumerated Circumstance (as the case may be); and (iv) not be relieved of liability for a Force Majeure Event or Enumerated Circumstance (as the case may be) in the event such Party fails to comply with the requirements of this Section 6.d.
- e. Affected Party's Duty to Mitigate. A Party that suspends performance for a claimed Force Majeure Event or Enumerated Circumstance (as the case may be) shall take all steps that are commercially reasonable to mitigate the damages to either Party arising therefrom.

- f. Extension of Term. For each period that performance was suspended in excess of fourteen (14) days for a claimed Force Majeure Event or Enumerated Circumstance ("Suspension Period"), the Term of this Agreement shall be extended by the cumulative number of days from all Suspension Periods over the Term ("FM Extension Period"), so that the Parties may complete the performance that would otherwise have occurred but for the suspension. If the last day of the FM Extension Period ends on a day that is not the last day of a calendar month, then PVOG may elect at its option to continue selling volumes protected from proration up to its Commitment for the remaining days in the then current calendar month, subject to Republic's nomination and scheduling policies, for the sole purpose of providing PVOG with the ability to conform to standard monthly crude oil marketing contracts.
- g. Suspension of Obligations. If any Force Majeure Event or Enumerated Circumstance (as the case may be) claimed by Republic causes the suspension of the services provided hereunder to PVOG, PVOG's obligation to pay the Transportation Deduction and the Deficiency Fee shall be suspended for each day that such Force Majeure Event or Enumerated Circumstance (as the case may be) continues.
7. Prevailing Document. In the event of any conflict between the provisions of this Agreement and the provisions of any applicable division order executed in accordance with the terms hereof, the provisions of this Agreement shall control.
8. Assignment. No assignment of this Agreement shall be made by either Party except to a person or entity that is acquiring all or substantially all of the assets of such Party contemporaneous with such assignment.
9. Notice. Except as expressly provided herein, any notice shall be sent by certified mail, FedEx, fax or email. Such communication shall be deemed to have been given and received upon receipt of the recipient's answerback and shall be effective at such time.

Republic

Republic Midstream Marketing, LLC
c/o ArcLight Capital Partners, LLC
200 Clarendon Street, 55th Floor
Boston, MA 02117
Attn: Christine Miller
Email: cmiller@arlightcapital.com
Facsimile: (617) 867-4698

With a copy to:

Republic Midstream, LLC
10300 Town Park Dr., Suite SE1000
Houston, TX 77072
Attn: David Lipp
Email: dlipp@republicmidstream.com
Facsimile: (281) 849-9009

and:

American Midstream Partners, L.P.
1400 16th Street, Suite 310
Denver, CO 80202
Attn: William B. Mathews
Email: bmathews@americanmidstream.com
Facsimile: (720) 457-6040

PVOG

Penn Virginia Oil & Gas, L.P.
840 Gessner Road, Suite 800
Houston, TX 77024
Attention: Jill T. Zivley
Email: jill.zivley@pennvirginia.com
Facsimile: (713) 722-6601

PVOG Guarantor

Penn Virginia Corporation
Four Radnor Corporate Center, Suite 200
100 Matsonford Road
Radnor, PA 19087-4564
Attention: General Counsel
Email: nancy.snyder@pennvirginia.com
Facsimile: (610) 687-3688

With a copy:

Penn Virginia Corporation
Four Radnor Corporate Center, Suite 200
100 Matsonford Road
Radnor, PA 19087-4564
Attention: General Counsel
Email: nancy.snyder@pennvirginia.com
Facsimile: (610) 687-3688

Notices of change of address of either Party shall be given in writing to the other in the manner aforesaid and shall be observed in the giving of all future notices, statements or other communications required or permitted to be given hereunder.

10. Limitation of Damages. Neither PVOG nor Republic shall be liable for specific performance, lost profits or other business interruption damages, or for special, consequential, incidental, punitive, exemplary or indirect damages, in tort, contract or otherwise, of any kind, arising out of or in any way connected to the performance, the suspension of performance, the failure to perform or the termination of this Agreement.
11. Compliance with Laws. Each Party shall, in the performance of this Agreement, comply with all applicable laws and regulations in effect on the date this Agreement is entered into, and as they may be amended from time to time.
12. Governing Law. This Agreement shall be governed by, construed and enforced under the laws of the State of Texas without giving effect to its conflicts of laws principles.

13. Entire Agreement. This Agreement (including the General Provisions referenced below) contains the entire agreement of both parties and supersedes all correspondence, representations, prior agreements, oral or written, in connection with the subject matter of this Agreement. The Parties confirm that they have not entered into this Agreement in reliance upon any representations that may have been given by the other party. No amendment, modification or waiver of any provision of this Agreement or of any right, power or remedy shall be effective unless made expressly and in writing. No waiver of any breach of any provision of this Agreement shall be considered to be a waiver of any subsequent or continuing breach of that provision or release, discharge or prejudice the right of the waiving party to require strict performance by the other party of any other provisions of this Agreement.
14. General Provisions: Except as described above, ConocoPhillips (formerly CONOCO) General Provisions dated January 1, 1993, amended August 1, 2009, shall govern this transaction and are hereby incorporated by reference. The term "buyer," as used in the Agreement shall mean (i) PVOG as to the crude oil purchased hereunder by PVOG and (ii) Republic as to the crude oil purchased hereunder by Republic. To the extent of any conflict between the provisions herein and any provisions incorporated herein (by Exhibit or otherwise), the provisions of this Agreement shall govern.

ARTICLE V GUARANTEE

1. Guarantee.
 - a. In consideration of Republic entering into this Agreement, PVOG Guarantor unconditionally and irrevocably guarantees to Republic the due and punctual performance of each of PVOG's obligations to Republic pursuant to this Agreement (such obligations, the "Guaranteed Obligations"), as and when provided in this Agreement. PVOG Guarantor shall be liable for the payment of the Guaranteed Obligations (if not timely paid by PVOG), as set forth in this Article V, as a primary obligor, and not as a mere surety. The guaranty in this Article V is a continuing guaranty of payment and performance and not a guaranty of collection. If PVOG fails to pay the Guaranteed Obligations when due, or any part thereof, PVOG Guarantor shall, on written demand and without further notice of nonpayment, or any other notice whatsoever, pay the amount due and payable thereon to Republic as required per the terms of this Agreement, and it shall not be necessary for Republic, in order to enforce such payment or performance by PVOG Guarantor, first to institute suit or pursue or exhaust any rights or remedies against PVOG or others liable for such payment or performance. PVOG Guarantor's liability hereunder shall be limited to the payment or performance obligations expressly required of PVOG under this Agreement.
 - b. PVOG Guarantor hereby agrees that Republic's rights or remedies and all of PVOG Guarantor's obligations under the terms of the guaranty in this Article V shall remain in full force and effect and shall not be released or affected by, or deemed to be satisfied by, and PVOG Guarantor shall not be released (by virtue of any applicable

law, arrangement or relationship) by, any act or omission to act or delay of any kind by Republic, any other guarantor of the Guaranteed Obligations or any other person or entity or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of PVOG Guarantor's obligations hereunder, and the liability of PVOG Guarantor under the guaranty under this Article V shall be absolute and unconditional irrespective thereof.

- c. In the event any payment by PVOG or any other person or entity (other than PVOG Guarantor) to Republic in respect of the Guaranteed Obligations is held to constitute a preference, fraudulent transfer or other voidable payment under any bankruptcy, insolvency or similar applicable law, or if for any other reason, Republic is required to refund such payment or pay the amount thereof to any other creditor, such payment by PVOG or such other person or entity to Republic shall not constitute a release of PVOG Guarantor from any liability hereunder, and the guaranty under this Article V shall continue to be effective or shall be reinstated (notwithstanding any prior release, surrender or discharge by Republic of this Guaranty or of PVOG Guarantor), as the case may be, with respect to, and the guaranty under this Article V shall apply to, any and all amounts so refunded by Republic or paid by Republic to another person or entity (which amounts shall constitute part of the Guaranteed Obligations). Notwithstanding the foregoing, the obligations of PVOG Guarantor hereunder at any time shall be limited to the maximum amount as will result in the obligations of PVOG Guarantor hereunder not constituting a fraudulent transfer or conveyance to the extent applicable to this Agreement and the obligations of PVOG Guarantor hereunder.
- d. PVOG Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by applicable law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any person or entity against PVOG, any other guarantor of all or any part of the Guaranteed Obligations or any other person or entity. Notwithstanding the foregoing or anything else to the contrary contained herein, PVOG Guarantor reserves to itself all rights, counterclaims and other defenses to its obligations hereunder which PVOG is or may be entitled to arising from or out of this Agreement, except to the extent such defenses are expressly waived in the preceding sentence.

[Signature page follows]

This document evidences our understanding of the entire agreement and shall constitute the formal contract.

REPUBLIC MIDSTREAM MARKETING, LLC

By: /s/ Daniel R. Revers

Revers

Name: Daniel R.

Title: President

PENN VIRGINIA OIL & GAS, L.P.

By: Penn Virginia Oil & Gas GP LLC,
its general partner

By: /s/ R. Seth Bullock

Name: R. Seth Bullock

Title: CRO

PENN VIRGINIA CORPORATION

By: /s/ R. Seth Bullock

Name: R. Seth Bullock

Title: CRO

Signature Page to Crude Oil Marketing Agreement

Exhibit A
Form of Crude Oil Sale Agreement
(Used for Outright Sales of Crude Oil by PVOG to Republic)
See attached

A-1

US-DOCS\70393074.6

CRUDE OIL SALE AGREEMENT

Republic Contract Number: []

PVOG Contract Number: []

This Crude Oil Sale Agreement ("Agreement") is made effective as of [?], 20[?] by and between Penn Virginia Oil & Gas, L.P. ("Seller") and Republic Midstream Marketing, LLC ("Buyer").

WHEREAS, Seller agrees to sell and deliver and Buyer agrees to purchase and receive crude oil under the terms and conditions set forth herein:

1. Quantity.
[]
2. Quality Requirements.
[]
3. Price.
[]
4. Delivery Point / Title and Risk of Loss. Delivered at []. Title to and risk of loss, contamination or damage to the crude oil shall pass from Seller to Buyer [].
5. Term. This Agreement shall be in effect for an initial period commencing [?], 20[?] and shall remain in effect until cancelled by either party on 30 days advanced written notice (the "Term").
6. Quality and Tests. All measurements hereunder shall be made from static tank gauges on 100 percent tank table basis or by positive displacement meters. All measurements and tests shall be made in accordance with the latest ASTM or ASME-API (Petroleum PD Meter Code) published methods then in effect, whichever apply. Volume and gravity shall be adjusted to 60 degrees Fahrenheit by the use of Table 6A and 5A of the Petroleum Measurement Tables ASTM Designation D1250 in their latest revision. The crude oil delivered hereunder shall be marketable and acceptable in the applicable common or segregated stream of the carriers involved but not to exceed 1% S&W. Full deduction for all free water and S&W content shall be made according to the API / ASTM Standard Method then in effect. Either party shall have the right to have a representative witness all gauges, tests, and measurements.
7. Manner of Payment. Buyer shall make payment for crude oil sold and delivered by wire on the twentieth (20th) day of the month following the month of delivery, without any withholding, offset, counterclaim or deduction of any kind, into Seller's nominated bank account with full value, against presentation by Seller of Seller's commercial invoice with truck meter tickets evidencing net quality and quantity. If payment falls due on a Sunday or a Monday non-Business Day, then payment shall be made on the first following Business Day. If payment falls on a Saturday or non-Monday holiday, then payment shall be made on the preceding Business Day. "Business Day" means a weekday on which banks are open for general commercial business in New York.

8. Warranty of Title and Authority to Sell. Seller hereby warrants that (i) the title to the portion of the crude oil sold and delivered hereunder that is owned by Seller is free and clear of all liens and encumbrances and (ii) as to the remaining portion of the crude oil sold and delivered hereunder, Seller has the right and authority to sell and deliver such crude oil for the benefit of the true owners thereof. Seller further warrants that the crude oil has been produced, handled and transported to the delivery point hereunder in accordance with the laws, rules and regulations of all governmental authorities having jurisdiction thereof. Seller shall indemnify and hold Buyer harmless from and against any and all cost, damage and expense suffered and incurred by reason of any failure of the title so warranted or any inaccuracy in the representation of Seller's right and authority to sell such crude oil made herein.
9. Taxes. Buyer is hereby directed to withhold from the proceeds allocable to the sale and delivery of crude oil hereunder the amount of severance taxes.
10. Prevailing Document. In the event of any conflict between the provisions of this agreement and the provisions of any applicable division order executed in accordance with the terms hereof, the provisions of this agreement shall control.
11. Notice. Except as expressly provided herein, any notice shall be sent by certified mail, FedEx, fax or email. Such communication shall be deemed to have been given and received upon receipt of the recipient's answerback and shall be effective at such time.

Buyer

Republic Midstream Marketing, LLC

[]

[]

Attention: []

Fax: []

Email: []

Seller

Penn Virginia Oil & Gas, L.P.

[]

Attention: []

Fax: []

Email: []

12. Limitation of Damages. Neither Seller nor Buyer shall be liable for specific performance, lost profits or other business interruption damages, or for special, consequential, incidental, punitive, exemplary or indirect damages, in tort, contract or otherwise, of any kind, arising out of or in any way connected to the performance, the suspension of performance, the failure to perform or the termination of this Agreement.
13. Compliance with Laws. Each Party shall, in the performance of this Agreement, comply with all applicable laws and regulations in effect on the date this Agreement is entered into, and as they may be amended from time to time.

14. Governing Law. This Agreement shall be governed by, construed and enforced under the laws of the State of Texas without giving effect to its conflicts of laws principles.
15. Entire Agreement. This Agreement contains the entire agreement of both parties and supersedes all correspondence, representations, prior agreements, oral or written, in connection with the subject matter of this Agreement. The parties confirm that they have not entered into this Agreement in reliance upon any representations that may have been given by the other party. No amendment, modification or waiver of any provision of this Agreement or of any right, power or remedy shall be effective unless made expressly and in writing. No waiver of any breach of any provision of this Agreement shall be considered to be a waiver of any subsequent or continuing breach of that provision or release, discharge or prejudice the right of the waiving party to require strict performance by the other party of any other provisions of this Agreement.
16. General Provisions: Except as described above, ConocoPhillips (formerly CONOCO) General Provisions dated January 1, 1993, amended August 1, 2009, shall govern this transaction and are hereby incorporated by reference.

[Signature page follows]

This document evidences our understanding of the entire agreement and shall constitute the formal contract.

BUYER

REPUBLIC MIDSTREAM MARKETING, LLC

By:___

Name:

Title:

SELLER

PENN VIRGINIA OIL & GAS, L.P.

By: Penn Virginia Oil & Gas GP LLC,
its general partner

By:___

Name:

Title:

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, John A. Brooks, Interim Principal Executive Officer of Penn Virginia Corporation (the “Registrant”), certify that:

1. I have reviewed this Quarterly Report on Form 10-Q/A of the Registrant (this “Report”);
2. Based on my knowledge, this Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Report; and
3. Based on my knowledge, the financial statements, and other financial information included in this Report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this Report.

Date: November 28, 2016

/s/ JOHN A. BROOKS

John A. Brooks
Interim Principal Executive Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Steven A. Hartman, Senior Vice President, Chief Financial Officer and Treasurer of Penn Virginia Corporation (the “Registrant”), certify that:

1. I have reviewed this Quarterly Report on Form 10-Q/A of the Registrant (this “Report”);
2. Based on my knowledge, this Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Report; and
3. Based on my knowledge, the financial statements, and other financial information included in this Report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this Report.

Date: November 28, 2016

/s/ STEVEN A. HARTMAN

Steven A. Hartman
Senior Vice President, Chief Financial Officer and Treasurer

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

In connection with the Quarterly Report of Penn Virginia Corporation (the "Company") on Form 10-Q/A for the nine months ended September 30, 2016, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, John A. Brooks, Interim Principal Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 28, 2016

/s/ JOHN A. BROOKS

John A. Brooks
Interim Principal Executive Officer

This written statement is being furnished to the Securities and Exchange Commission as an exhibit to the Report. A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

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

In connection with the Quarterly Report of Penn Virginia Corporation (the "Company") on Form 10-Q/A for the nine months ended September 30, 2016, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steven A. Hartman, Senior Vice President, Chief Financial Officer and Treasurer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934;
and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 28, 2016

/s/ STEVEN A. HARTMAN

Steven A. Hartman
Senior Vice President, Chief Financial Officer and Treasurer

This written statement is being furnished to the Securities and Exchange Commission as an exhibit to the Report. A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.