

# **EXHIBIT A**

**LM Touchdown Crude I, LLC**  
**Proration Policy**  
**Effective: October 1, 2019**

A. **When capacity will be prorated.** Gatherer will prorate the Available Capacity of its System during any Month when it receives more Nominations for transportation of Crude Oil than Gatherer is able to transport on its System or any segment thereof, including curtailments related to an event of Force Majeure.

B. **Definition of Terms.**

**“Available Capacity”** means the operational capacity on Gatherer’s System at any applicable point in time

**“Gatherer”** means LM Touchdown Crude I, LLC

**“COGA”** means an effective crude oil gathering agreement for the transportation of crude oil on the System entered into between a Committed Shipper and Gatherer pursuant to the Open Season.

**“Committed Shipper”** means any Shipper with which Carrier has executed a COGA.

**“Crude Oil”** means the mixture of hydrocarbons that exist in natural underground reservoirs after passing through surface separation and well site treatment facilities and remain liquid at atmospheric pressure, but not including liquid components of the gas stream that may drop out of or be separated from the gas stream during gas gathering or compression or natural gas liquids produced from the gas stream at natural gas processing plants, which meet the quality specifications required under Gatherer’s currently effective, applicable tariff filed with FERC.

**“Delivery Point”** means the point or points on the System where Crude Oil is delivered to Shipper or its Consignee, as specified in Gatherer’s currently effective, applicable tariff filed with FERC.

**“FERC”** means the Federal Energy Regulatory Commission or any governmental authority succeeding to the powers of such commission with respect to the regulation of pipelines that transport NGL in interstate commerce.

**“Month”** means a calendar month, commencing at 12:01 a.m. Central Time on the first day of each month and ending at 12:00 a.m. Central Time on the first day of the following month.

**“Nomination,” “Nominate,” “Nominated” or “Nominating”** means a written offer (in a form and context specified by Gatherer) by a Shipper to Gatherer of a stated quantity of Crude Oil for transportation from a specified Receipt Point to a specified Delivery Point pursuant to the terms of Gatherer’s currently effective, applicable tariff filed with FERC.

**“Non-Priority Capacity”** means the Available Capacity available for allocation to Uncommitted Shippers each Proration Month following the allocation of Available Capacity to Committed Shippers, which shall be a quantity of up to ten percent (10%) of the Available Capacity, assuming Gatherer receives sufficient Nominations from Uncommitted Shippers.

**“Open Season”** means that open season held by Gatherer beginning on July 15, 2019 to obtain Area Dedications on the System, and any supplemental open season held by Gatherer to obtain additional commitments on the System prior to the in-service date.

**“Priority Capacity”** means, for purpose of administering this Proration Policy, the amount of Barrels per Month that a Committed Shipper shall be entitled to receive during each Month of the Term of the COGA executed between Gatherer and Committed Shipper.

**“Proration Month”** means the Month for which capacity is to be allocated under this Proration Policy.

**“Receipt Point”** means the point or points where Crude Oil is received into the System, as specified in Gatherer’s currently effective, applicable tariff filed with FERC.

**“Shipper”** means any party who gives notice to transport Crude Oil under the provisions outlined in Gatherer’s currently effective, applicable tariff filed with FERC.

**“System”** means Gatherer’s pipeline system and all related facilities necessary for Gatherer to provide transportation service.

**“Uncommitted Shipper”** means any Shipper on the System that is not a Committed Shipper.

### C. **Allocation.**

For Shippers with Nominations to deliver crude oil on Gatherer’s System, the following policy shall apply during a Proration Month:

- 1) Allocation to Committed Shippers.
  - (a) Except as provided in Section C(1)(b), Gatherer shall allocate each Committed Shipper an amount of Available Capacity equal to the volume of its Priority Capacity on a monthly basis, as such Priority Capacity is defined under the terms of the Committed Shipper’s COGA.
  - (b) In the event Available Capacity is reduced for the Proration Month, for example due to Force Majeure or maintenance, the allocation of Available Capacity to each Committed Shipper shall be reduced by the same percentage as the reduction in Available Capacity that is caused by the Force Majeure event or operational issue. If an event of Force Majeure or

other operational issue causes a service disruption on only a portion of Gatherer's System or at a particular Receipt Point or Delivery Point, Gatherer shall continue to provide full operational service with respect to the unaffected portions of Gatherer's System and to the unaffected Receipt Points and Delivery Points. Gatherer will reduce the allocations of Available Capacity to each Committed Shipper affected by such Force Majeure event by the same percentage as the reduction in capacity of the affected portion of the System or the reduction in receipt or delivery capability of the affected Receipt Point or Delivery Point.

2) Allocation to Uncommitted Shippers.

(a) Following the allocation of Available Capacity set forth in Section C(1) above, Gatherer shall next allocate the Non-Priority Capacity on Gatherer's System among all Uncommitted Producers in the following manner:

i. Each Uncommitted Producer shall be allocated an amount of Available Capacity in the Proration Month that is equal to:

a. its Nomination, if the total volume Nominated by all Uncommitted Shippers is less than or equal to the Non-Priority Capacity; or

b. its pro rata share, in accordance with its Nomination, of the Non-Priority Capacity, if the total volume Nominated by all Uncommitted Shippers is greater than the Non-Priority Capacity.

3) Remaining Available Capacity. Any remaining Available Capacity not allocated through the application of Sections C(1) or C(2) above shall be allocated on a pro rata basis first among all Committed Shippers with unmet Nomination. If there remains unallocated Available Capacity following this additional allocation to Committed Shippers, then the excess capacity will be allocated among all other Shippers having unmet Nominations until the remaining Available Capacity is fully allocated or all of the remaining Nominations have been fulfilled.

D. Basis for Allocation; Notification. When prorating of Available Capacity is in effect:

(a) Gatherer shall allocate Available Capacity on a monthly basis; and

(b) Gatherer will use reasonable efforts to notify each Shipper of its allocation not later than the first Business Day of the Proration Month.

E. Reallocation of Unused Allocated Available Capacity. If a Shipper does not use the portion of Available Capacity allocated to it under this Section at the times and in the amounts designated by Gatherer, Gatherer shall have the right to use Shipper's unused portion of Available Capacity to fulfill the unmet Nominations of other Shippers.