

# PENNTEX MIDSTREAM PARTNERS, LP

## FORM S-1/A (Securities Registration Statement)

Filed 05/20/15

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CIK	0001617798
SIC Code	4922 - Natural Gas Transmission
Fiscal Year	12/31

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

**Amendment No. 7  
to  
FORM S-1  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

**PENNTEX MIDSTREAM PARTNERS, LP**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**4922**  
(Primary Standard Industrial  
Classification Code Number)

**47-1669563**  
(IRS Employer  
Identification Number)

**11931 Wickchester Ln., Suite 300  
Houston, TX 77043  
(832) 456-4000**

(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant's Principal Executive Offices)

**Stephen M. Moore  
11931 Wickchester Ln., Suite 300  
Houston, TX 77043  
(832) 456-4000**

(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

**Copies to:**

**Ryan J. Maierson  
Debbie P. Yee  
Latham & Watkins LLP  
811 Main Street, Suite 3700  
Houston, Texas 77002  
(713) 546-5400**

**Douglas E. McWilliams  
Alan Beck  
Vinson & Elkins L.L.P.  
1001 Fannin, Suite 2500  
Houston, Texas 77002  
(713) 758-3613**

**Approximate date of commencement of proposed sale to the public:** As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

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.

Large accelerated filer

Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company)

Smaller reporting company

**The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.**

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### Explanatory Note

This Amendment No. 7 to PennTex Midstream Partners, LP's Registration Statement on Form S-1 (Registration No. 333-199020) (the "**Registration Statement**") is being filed for the purpose of filing Exhibits 5.1, 8.1, 10.14, 10.15 and 10.16 to the Registration Statement. No changes or additions are being made hereby to the Prospectus constituting Part I of the Registration Statement (not included herein) or to Items 13, 14, 15 or 17 of Part II of the Registration Statement.

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## PART II

### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

#### ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

Set forth below are the expenses (other than underwriting discounts) expected to be incurred in connection with the issuance and distribution of the securities registered hereby. With the exception of the SEC registration fee, the FINRA filing fee and the NASDAQ listing fee, the amounts set forth below are estimates.

SEC registration fee	\$ 19,000
FINRA filing fee	15,000
NASDAQ listing fee	25,000
Accountants' fees and expenses	910,000
Legal fees and expenses	1,820,000
Printing and engraving expenses	780,000
Transfer agent and registrar fees	4,000
Miscellaneous	40,000
Total	<u>\$3,613,000</u>

#### ITEM 14. INDEMNIFICATION OF OFFICERS AND MEMBERS OF OUR BOARD OF DIRECTORS.

Subject to any terms, conditions or restrictions set forth in the partnership agreement, Section 17-108 of the Delaware Revised Uniform Limited Partnership Act empowers a Delaware limited partnership to indemnify and hold harmless any partner or other persons from and against all claims and demands whatsoever. The section of the prospectus entitled "Our Partnership Agreement—Indemnification" discloses that we will generally indemnify officers, directors and affiliates of the general partner to the fullest extent permitted by the law against all losses, claims, damages or similar events and is incorporated herein by this reference.

Our general partner will purchase insurance covering its officers and directors against liabilities asserted and expenses incurred in connection with their activities as officers and directors of the general partner or any of its direct or indirect subsidiaries.

The underwriting agreement to be entered into in connection with the sale of the securities offered pursuant to this registration statement, the form of which will be filed as an exhibit to this registration statement, provides for indemnification of PennTex Midstream Partners, LP and our general partner, their officers and directors, and any person who controls PennTex Midstream Partners, LP and our general partner, including indemnification for liabilities under the Securities Act.

#### ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES.

On August 27, 2014, in connection with our formation, we issued (i) a non-economic general partner interest to our general partner and (ii) 100% of our limited partner interests to PennTex Development in exchange for \$2,000. These transactions were exempt from registration under Section 4(a)(2) of the Securities Act.

#### ITEM 16. EXHIBITS.

(a) The following documents are filed as exhibits to this Registration Statement.

<u>Exhibit Number</u>	<u>Description</u>
1.1**	Form of Underwriting Agreement
3.1**	Certificate of Limited Partnership of PennTex Midstream Partners, LP
3.2**	Form of First Amended and Restated Agreement of Limited Partnership of PennTex Midstream Partners, LP (included as Appendix A in the prospectus included in this Registration Statement)
5.1	Form of Opinion of Latham & Watkins LLP as to the legality of the securities being registered
8.1	Form of Opinion of Latham & Watkins LLP relating to tax matters
10.1**	Amended and Restated Area of Mutual Interest and Midstream Exclusivity Agreement, dated as of April 14, 2015, by and among PennTex NLA Holdings, LLC, MRD WHR LA Midstream LLC, MRD Operating LLC and PennTex North Louisiana, LLC
10.2**	Amended and Restated Gas Processing Agreement, dated as of April 14, 2015, by and between PennTex North Louisiana Operating, LLC and MRD Operating LLC
10.3**	Gas Gathering Agreement, dated as of April 14, 2015, by and between PennTex North Louisiana Operating, LLC and MRD Operating LLC
10.4**	Gas Transportation Agreement, dated as of April 14, 2015, by and between PennTex North Louisiana Operating, LLC and MRD Operating LLC
10.5**	Natural Gas Liquids Transportation Agreement, dated as of April 14, 2015, by and between PennTex North Louisiana Operating, LLC and MRD Operating LLC
10.6**	Form of Omnibus Agreement
10.7**	MLP Credit Agreement dated as of December 19, 2014 among PennTex Midstream Partners, LP, as borrower, Royal Bank of Canada, as administrative agent and issuing agent, SunTrust Bank, as syndication agent, Wells Fargo Bank, N.A. and Barclays Bank PLC, as documentation agents, and the lenders party thereto
10.8**	Form of Contribution Agreement
10.9**	Form of Long-Term Incentive Plan
10.10**	Form of Phantom Unit Agreement
10.11**	Form of Registration Rights Agreement
10.12**	Form of Services and Secondment Agreement
10.13**	First Amendment to MLP Credit Agreement dated as of May 6, 2015 among PennTex Midstream Partners, LP, as borrower, Royal Bank of Canada, as administrative agent, and the lenders party thereto
10.14	Amendment No. 1 to Amended and Restated Area of Mutual Interest and Midstream Exclusivity Agreement, dated as of May 20, 2015, by and among PennTex NLA Holdings, LLC, MRD WHR LA Midstream LLC, MRD Operating LLC and PennTex North Louisiana, LLC
10.15	Amendment No. 1 to Amended and Restated Gas Processing Agreement, dated as of May 20, 2015, by and between PennTex North Louisiana, LLC and MRD Operating LLC
10.16	Amendment No. 1 to Gas Gathering Agreement, dated as of May 20, 2015, by and between PennTex North Louisiana, LLC and MRD Operating LLC
21.1**	List of Subsidiaries of PennTex Midstream Partners, LP
23.1**	Consent of Ernst & Young LLP
23.2**	Consent of Director Nominee (Christopher D. Ray)
23.3**	Consent of Director Nominee (Christopher G. Carter)
23.4**	Consent of Director Nominee (Cameron J. Dunn)

<u>Exhibit Number</u>	<u>Description</u>
23.5**	Consent of Director Nominee (David W. Hayes)
23.6**	Consent of Director Nominee (Robert W. Jordan)
23.7	Consent of Latham & Watkins LLP (contained in Exhibit 5.1)
23.8	Consent of Latham & Watkins LLP (contained in Exhibit 8.1)
24.1**	Powers of Attorney (included on the signature page of this Registration Statement)

\*\* Previously filed.

#### **ITEM 17. UNDERTAKINGS.**

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities, in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (1) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- (2) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- (3) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- (4) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

The undersigned registrant hereby undertakes that:

- (1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

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(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

The undersigned registrant undertakes that, for the purposes of determining liability under the Securities Act to any purchaser, if the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

The undersigned registrant undertakes to send to each common unitholder, at least on an annual basis, a detailed statement of any transactions with its general partner or its general partner's affiliates, and of fees, commissions, compensation and other benefits paid, or accrued to its general partner or its general partner's affiliates for the fiscal year completed, showing the amount paid or accrued to each recipient and the services performed.

The registrant undertakes to provide to the common unitholders the financial statements required by Form 10-K for the first full fiscal year of operations of the registrant.

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## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on May 20, 2015.

PennTex Midstream Partners, LP

By: PennTex Midstream GP, LLC,  
its general partner

By: /s/ Steven R. Jones

Name: Steven R. Jones

Title: *Executive Vice President and Chief  
Financial Officer*

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities and the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>*</u> Thomas F. Karam	Chairman and Chief Executive Officer (Principal Executive Officer)	May 20, 2015
<u>/s/ Steven R. Jones</u> Steven R. Jones	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	May 20, 2015
<u>*</u> Kenneth E. Hertel	Vice President, Controller and Chief Accounting Officer (Principal Accounting Officer)	May 20, 2015

\*By: /s/ Steven R. Jones  
Steven R. Jones  
*Attorney-in-fact*



## INDEX TO EXHIBITS

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24.1**	Powers of Attorney (included on the signature page of this Registration Statement)

\*\* Previously filed.

**FORM OF LATHAM & WATKINS LLP  
EXHIBIT 5.1 OPINION**

811 Main Street, Suite 3700  
Houston, TX 77002  
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**LATHAM & WATKINS** LLP

**FIRM / AFFILIATE OFFICES**

Abu Dhabi	Milan
Barcelona	Moscow
Beijing	Munich
Boston	New Jersey
Brussels	New York
Chicago	Orange County
Doha	Paris
Dubai	Riyadh
Düsseldorf	Rome
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Hamburg	San Francisco
Hong Kong	Shanghai
Houston	Silicon Valley
London	Singapore
Los Angeles	Tokyo
Madrid	Washington, D.C.

, 2015

PennTex Midstream Partners, LP  
11931 Wickchester Ln., Suite 300  
Houston, Texas 77043

Re: Initial Public Offering of Common Units of PennTex Midstream Partners, LP

Ladies and Gentlemen:

We have acted as special counsel to PennTex Midstream Partners, LP, a Delaware limited partnership (the “*Partnership*”), in connection with the proposed issuance of up to common units representing limited partner interests in the Partnership (the “*Common Units*”). The Common Units are included in a registration statement on Form S-1 under the Securities Act of 1933, as amended (the “*Act*”), initially filed with the Securities and Exchange Commission (the “*Commission*”) on September 30, 2014 (Registration No. 333-199020) (as amended, the “*Registration Statement*”). The term “Common Units” shall include any additional common units registered by the Partnership pursuant to Rule 462(b) under the Act in connection with the offering contemplated by the Registration Statement. This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or related Prospectus, other than as expressly stated herein with respect to the issuance of the Common Units.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the general partner of the Partnership and others as to factual matters without having independently verified such factual matters. We are opining herein as to the Delaware Revised Uniform Limited Partnership Act (the “*Delaware Act*”) and we express no opinion with respect to any other laws.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof, when the Common Units shall have been duly registered on the books of the transfer agent and registrar therefor in the name or on behalf of the purchasers and have been issued by the Partnership against payment therefor in the circumstances contemplated by the form of underwriting agreement most recently filed as an exhibit to the Registration Statement,

**LATHAM & WATKINS** LLP

the Common Units will be validly issued and, under the Delaware Act, purchasers of the Common Units will have no obligation to make further payments for their purchase of Common Units or contributions to the Partnership solely by reason of their ownership of Common Units or their status as limited partners of the Partnership, and no personal liability for the obligations of the Partnership solely by reason of being limited partners of the Partnership.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement and to the reference to our firm in the Prospectus under the heading "Validity of Our Common Units." We further consent to the incorporation by reference of this letter and consent into any registration statement filed pursuant to Rule 462(b) with respect to the Common Units. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

**FORM OF LATHAM & WATKINS LLP  
EXHIBIT 8.1 OPINION**

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**LATHAM & WATKINS** LLP

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London	Singapore
Los Angeles	Tokyo
Madrid	Washington, D.C.

, 2015

PennTex Midstream Partners, LP  
11931 Wickchester Ln., Suite 300  
Houston, TX 77043

Re: PennTex Midstream Partners, LP

Ladies and Gentlemen:

We have acted as special tax counsel to PennTex Midstream Partners, LP, a Delaware limited partnership (the “Partnership”), in connection with the proposed issuance by the Partnership of up to common units representing limited partner interests in the Partnership (the “Units”). The Units are included in a registration statement on Form S-1 under the Securities Act of 1933, as amended (the “Act”), initially filed with the Securities and Exchange Commission (the “Commission”) on September 30, 2014 (Registration No. 333-199020) (as amended, the “Registration Statement”), and the prospectus related thereto (the “Prospectus”).

This opinion is based on various facts and assumptions, and is conditioned upon certain representations made by the Partnership as to factual matters through a certificate of an officer of the Partnership (the “Officer’s Certificate”). In addition, this opinion is based upon the factual representations of the Partnership concerning its business, properties and governing documents as set forth in the Registration Statement, the Prospectus and the Partnership’s responses to our examinations and inquiries.

In our capacity as special tax counsel to the Partnership, we have, with your consent, made such legal and factual examinations and inquiries, including an examination of originals or copies certified or otherwise identified to our satisfaction of such documents, corporate records and other instruments, as we have deemed necessary or appropriate for purposes of this opinion. In our examination, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures thereon, the legal capacity of natural persons executing such documents and the conformity to authentic original documents of all documents

**LATHAM & WATKINS** LLP

submitted to us as copies. For the purpose of our opinion, we have not made an independent investigation or audit of the facts set forth in the above-referenced documents or representations. In addition, in rendering this opinion we have assumed the truth and accuracy of all representations and statements made to us, which are qualified as to knowledge or belief, without regard to such qualification.

We are opining herein as to the effect on the subject transaction only of the federal income tax laws of the United States and we express no opinion with respect to the applicability thereto, or the effect thereon, of other federal laws, foreign laws, the laws of any state or any other jurisdiction or as to any matters of municipal law or the laws of any other local agencies within any state. No opinion is expressed as to any matter not discussed herein.

Based on such facts, assumptions and representations and subject to the limitations set forth herein, in the Registration Statement, the Prospectus and the Officer's Certificate, the statements in the Registration Statement under the caption "Material U.S. Federal Income Tax Consequences," insofar as such statements purport to constitute summaries of United States federal income tax law and regulations or legal conclusions with respect thereto, constitute the opinion of Latham & Watkins LLP as to the material U.S. federal income tax consequences of the matters described therein.

This opinion is rendered to you as of the date hereof, and we undertake no obligation to update this opinion subsequent to the date hereof. This opinion is based on various statutory provisions, regulations promulgated thereunder and interpretations thereof by the Internal Revenue Service and the courts having jurisdiction over such matters, all of which are subject to change either prospectively or retroactively. Also, any variation or difference in the facts from those set forth in the representations described above, including in the Registration Statement, the Prospectus and the Officer's Certificate, may affect the conclusions stated herein.

This opinion is furnished to you, and is for your use in connection with the transactions set forth in the Registration Statement. This opinion may not be relied upon by you for any other purpose or furnished to, assigned to, quoted to or relied upon by any other person, firm or other entity, for any purpose, without our prior written consent, except that this opinion may be relied upon by persons entitled to rely on it pursuant to applicable provisions of federal securities law.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the incorporation by reference of this opinion to the Registration Statement. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules or regulations of the Commission promulgated thereunder.

Very truly yours,

**AMENDMENT NO. 1 TO  
AMENDED AND RESTATED AREA OF MUTUAL INTEREST  
AND MIDSTREAM EXCLUSIVITY AGREEMENT**

This Amendment No. 1 to Amended and Restated Area of Mutual Interest and Midstream Exclusivity Agreement, dated as of May 20, 2015 (this “*Amendment*”), is entered into by and among PennTex NLA Holdings, LLC, a Delaware limited liability company (“*PTX*”), MRD WHR LA Midstream LLC, a Delaware limited liability company (“*MRD*”), MRD Operating LLC, a Delaware limited liability company (“*MRD Operating*”), and PennTex North Louisiana, LLC, a Delaware limited liability company (“*JV*”). *PTX*, *MRD*, *MRD Operating* and *JV* are each referred to herein as a “*Party*,” and collectively as, the “*Parties*.” Defined terms used but not defined herein have the meaning given to them in the Agreement (as defined below).

**WHEREAS**, the Parties entered into that certain Amended and Restated Area of Mutual Interest and Midstream Exclusivity Agreement, dated as of April 14, 2015 (the “*Agreement*”), in order to (i) establish an area of mutual interest covering the lands lying within the AMI and (ii) grant certain exclusivity rights to provide Midstream Services for Hydrocarbons produced by MRD Operating from AMI Interests; and

**WHEREAS**, the Parties desire to amend the Agreement in accordance with Section II.F(xiv) thereof as set forth herein.

**NOW THEREFORE**, in consideration of the premises of this Amendment and the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. **Amendment and Restatement of Section II.B(iv)**. Section II.B(iv) of the Agreement is hereby amended and restated in its entirety as follows:

“(iv) If MRD Operating dedicates Hydrocarbons produced from AMI Interests to JV for the provision of Midstream Services, the provision of such Midstream Services requires Other Operations and JV proposes to proceed with such Other Operations, then JV shall prepare, in good faith, a budget setting forth the projected capital expenditures associated with such Other Operations, and MRD Operating and JV shall, in good faith, attempt to agree on the commercial terms for such Other Operations based on such projected capital expenditures budget. For the avoidance of doubt, such use of good faith efforts shall include good faith efforts to agree on terms that are “market,” meaning commonly accepted between parties for similar projects. If MRD Operating and JV agree on the commercial terms and enter into a definitive agreement with respect to such commercial terms, JV shall proceed with the Other Operations. Notwithstanding anything in this Agreement to the contrary, if JV proceeds with the construction of facilities pursuant to this Section II.B(iv) and if such facilities are not available at the time MRD Operating is ready to deliver Hydrocarbons to such facilities, then JV’s exclusive rights to provide the Midstream Services applicable to such Other Operations, and in the Hydrocarbons attributable thereto, shall be automatically released, on a temporary basis, from the dedication herein without any further action on any Person’s part, until such time as such facilities are available.”

2. **Amendment and Restatement of Section II.B(v)**. Section II.B(v) of the Agreement is hereby amended and restated in its entirety as follows:

“(v) If (x) MRD Operating dedicates Hydrocarbons produced from AMI Interests to JV for the provision of Midstream Services, (y) the provision of such Midstream Services requires Other Operations, and (z) JV does not elect to proceed with such Other Operations, then JV’s exclusive rights to provide such Midstream Services, and in the Hydrocarbons attributable thereto, shall be automatically released from the dedication herein without any further action on any Person’s part. If JV does not provide MRD Operating a budget for Other Operations in accordance with Section II.B(iv) within sixty (60) days of MRD Operating’s request for such Other Operations, JV shall be deemed to have elected to not proceed with such Other Operations.”

3. **Amendment and Restatement of Section II.B(vi)**. Section II.B(vi) of the Agreement is hereby amended and restated in its entirety as follows:

“(vi) [reserved].”

4. **Amendment and Restatement of Section II.C**. Section II.C of the Agreement is hereby amended and restated in its entirety as follows with respect to the period from and after the date of this Amendment:

“(C) **Exclusivity Regarding the Provision of Midstream Services**. MRD Operating and PTX, and each of their respective Subsidiaries, shall not invest in, provide services to, receive any consideration in respect of, or otherwise engage in, contract for, or conduct any Midstream Services in the AMI, except (i) Other Operations by and through JV or any of its Subsidiaries in accordance with Section II.B(iv) and Section II.B(v) hereof, (ii) as provided in the Pipeline Agreements or this Agreement and (iii) any agreement executed by MRD Operating after the Effective Date for the provision of Midstream Services on an interruptible and/or uncommitted basis for Hydrocarbons released from the dedication of this Agreement in accordance with Section II.B or pursuant to one or more Pipeline Agreements.”

5. **Governing Law**. This Amendment shall be governed, interpreted and construed in accordance with the laws of the State of Texas without regard to the conflicts of laws provisions thereof.

6. **Counterpart Execution**. This Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be considered one and the same instrument. Any signature delivered by a Party by facsimile transmission or electronically shall be deemed an original signature.

7. **Integration with Agreement**. This Amendment shall be and hereby is incorporated into and forms a part of the Agreement. Except as expressly provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

[ signature page follows ]



IN WITNESS WHEREOF, each of the Parties has duly executed this Amendment as of the date first written above.

**PennTex NLA Holdings, LLC**

By: /s/ Robert O. Bond

Name: Robert O. Bond

Title: Chief Operating Officer

**MRD WHR LA Midstream LLC**

By: /s/ Kyle N. Roane

Name: Kyle N. Roane

Title: Manager

**MRD Operating LLC**

By: Memorial Resource Development Corp.,  
its sole member

By: /s/ Kyle N. Roane

Name: Kyle N. Roane

Title: Senior Vice President

**PennTex North Louisiana, LLC**

By: /s/ Robert O. Bond

Name: Robert O. Bond

Title: Chief Operating Officer

[ *Signature Page to Amendment No. 1 to Amended and Restated AMI and Exclusivity Agreement* ]

**AMENDMENT NO. 1 TO  
AMENDED AND RESTATED GAS PROCESSING AGREEMENT**

This Amendment No. 1 to Amended and Restated Gas Processing Agreement, dated as of May 20, 2015 (this “*Amendment*”), is entered into by and among PennTex North Louisiana, LLC, a Delaware company and successor in interest to PennTex North Louisiana Operating, LLC (“*Processor*”), and MRD Operating LLC, a Delaware limited liability company (“*Customer*”). Processor and Customer are each referred to herein as a “*Party*,” and collectively as, the “*Parties*.” Defined terms used but not defined herein have the meaning given to them in the Agreement (as defined below).

**WHEREAS**, the Parties entered into that certain Amended and Restated Gas Processing Agreement, dated as of April 14, 2015 (the “*Agreement*”), pursuant to which Processor agreed to provide certain processing services for Customer; and

**WHEREAS**, the Parties desire to amend the Agreement in accordance with Section 19.20 thereof as set forth herein.

**NOW THEREFORE**, in consideration of the premises of this Amendment and the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. **Amendment to Article I**. Article I of the Agreement is hereby amended by adding thereto in alphabetical order each of the following definitions, which shall read in full as follows:

“*GPM*” means the quantity of Gallons of theoretically recoverable NGL Components contained in an Mcf of Gas, as calculated from chromatographic analysis or other method acceptable in the industry”

“*NGL Components*” means the individual hydrocarbon components of NGL’s including ethane, propane, iso butane, normal butane and natural gasoline (pentanes and heavier hydrocarbons).”

2. **Amendment to Section 3.1(e)**. Section 3.1(e) of the Agreement is hereby amended by adding the following sentence to the end of such Section:

Notwithstanding the foregoing, the Parties acknowledge and agree that each Plant will be designed to accept a maximum volume of Gas equal to 230,000 MMBtu per Day, assuming a Gross Heating Value of 1,150 Btu per cubic foot or minimum NGL Components of 2.6 GPM.”

3. **Governing Law**. This Amendment shall be governed, interpreted and construed in accordance with the laws of the State of Texas without regard to the conflicts of laws provisions thereof.

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4. **Counterpart Execution**. This Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be considered one and the same instrument. Any signature delivered by a Party by facsimile transmission or electronically shall be deemed an original signature.

5. **Integration with Agreement**. This Amendment shall be and hereby is incorporated into and forms a part of the Agreement. Except as expressly provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

[ *signature page follows* ]

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IN WITNESS WHEREOF, each of the Parties has duly executed this Amendment as of the date first written above.

**MRD Operating LLC**

By: Memorial Resource Development Corp.,  
its sole member

By: /s/ Kyle N. Roane

Name: Kyle N. Roane

Title: Senior Vice President

**PennTex North Louisiana, LLC**

By: /s/ Robert O. Bond

Name: Robert O. Bond

Title: Chief Operating Officer

[ *Signature Page to Amendment No. 1 to Amended and Restated Gas Processing Agreement* ]

**AMENDMENT NO. 1 TO  
GAS GATHERING AGREEMENT**

This Amendment No. 1 to Gas Gathering Agreement, dated as of May 20, 2015 (this “*Amendment*”), is entered into by and among PennTex North Louisiana, LLC, a Delaware company and successor in interest to PennTex North Louisiana Operating, LLC (“*Gatherer*”), and MRD Operating LLC, a Delaware limited liability company (“*Customer*”). Gatherer and Customer are each referred to herein as a “*Party*,” and collectively as, the “*Parties*.” Defined terms used but not defined herein have the meaning given to them in the Agreement (as defined below).

**WHEREAS**, the Parties entered into that certain Gas Gathering Agreement, dated as of April 14, 2015 (the “*Agreement*”), to provide for the gathering, compression, dehydration and/or treating of Customer’s Gas on Gatherer’s natural gas gathering system and related facilities; and

**WHEREAS**, the Parties desire to amend the Agreement in accordance with Article XV thereof as set forth herein.

**NOW THEREFORE**, in consideration of the premises of this Amendment and the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. **Amendment to Article I**. Article I of the Agreement is hereby amended by adding thereto in alphabetical order each of the following definitions, which shall read in full as follows:

“*Modification Final AFE*” shall mean, with respect to a Modification undertaken by Gatherer at Customer’s expense pursuant to Article II, an amount equal to the lesser of (i) 110% of Gatherer’s actual, out of pocket costs to install any facilities required as part of the Modification, including but not limited to Measurement Facilities, hot taps, valving, etc., and (ii) the total amount of the AFE for such Modification.

“*Modification Surcharge*” shall mean, with respect to a Modification undertaken by Gatherer at Customer’s expense pursuant to Article II, an amount, expressed in cents per MMBtu, equal to quotient of (i) the Modification Final AFE for such Modification, divided by (ii) the product of (x) twelve (12) multiplied by (y) the total volume of Customer Gas (expressed in MMBtu) forecasted to be received at the Point of Receipt to which such Modification relates in the Month immediately following the Month in which such Modification is completed and made available to Customer (such forecasted volume shall be the volume agreed to by the Parties in preparing the AFE applicable to such Modification).

“*Receipt Point Gathering Fee*” shall have the meaning given such term in Article II.

2. **Amendment and Restatement of Article II**. Article II is hereby amended by deleting the second sentence of subsection (c) of the section titled “Post-Commencement Date Point of Receipt Facilities” in its entirety and replace it with the following:

“If Customer elects the foregoing option (y) with respect to a Modification, commencing on the first day of the Month immediately following the Month in which such Modification is completed and available for service to Customer, Customer shall pay Gatherer a fee each Month (the “Receipt Point Gathering Fee”) equal to the product of (i) the Modification Surcharge per MMBtu applicable to such Modification, and (ii) the volume of Customer Gas (in MMBtu) received by Gatherer during such Month at the Point of Receipt to which such Modification relates. Customer shall pay the Receipt Point Gathering Fee with respect to a Modification until the aggregate amount of all such fees paid by Customer for such Modification equals the Modification Final AFE for such Modification”

3. **Amendments to Article VIII**.

(i) The Section titled “Fees” in Article VIII of the Agreement is hereby amended by adding thereto a new clause (e), which shall read in full as follows:

“(e) **Receipt Point Gathering Fee**. To the extent applicable, Customer shall pay Gatherer the Receipt Point Gathering Fee with respect to Modifications as required pursuant to Article II(c) of the section titled “Post-Commencement Date Point of Receipt Facilities.”

(ii) The Section titled “Invoices and Statements” in Article VIII of the Agreement is hereby amended by adding a sentence to end thereof to read as follows:

“If any Receipt Point Gathering Fees are incurred during a Month, Gatherer’s statement for such Month shall include a breakdown of each Receipt Point to which such fees applied during such Month and the aggregate amount of the Receipt Point Gathering Fees applicable to such Receipt Point for such Month.”

4. **Governing Law**. This Amendment shall be governed, interpreted and construed in accordance with the laws of the State of Texas without regard to the conflicts of laws provisions thereof.

5. **Counterpart Execution**. This Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be considered one and the same instrument. Any signature delivered by a Party by facsimile transmission or electronically shall be deemed an original signature.

6. **Integration with Agreement**. This Amendment shall be and hereby is incorporated into and forms a part of the Agreement. Except as expressly provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

[ *signature page follows* ]

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IN WITNESS WHEREOF, each of the Parties has duly executed this Amendment as of the date first written above.

**MRD Operating LLC**

By: Memorial Resource Development Corp.,  
ITS SOLE MEMBER

By: /s/ Kyle N. Roane

Name: Kyle N. Roane

Title: Senior Vice President

**PennTex North Louisiana, LLC**

By: /s/ Robert O. Bond

Name: Robert O. Bond

Title: Chief Operating Officer

[ *Signature Page to Amendment No. 1 to Gas Gathering Agreement* ]