

MID-CON ENERGY PARTNERS, LP

FORM 8-K (Current report filing)

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

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report: December 28, 2017
Date of Earliest Event Reported: December 22, 2017

MID-CON ENERGY PARTNERS, LP

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35374
(Commission
File Number)

45-2842469
(IRS Employer
Identification No.)

2431 E. 61 st Street, Suite 850
Tulsa, Oklahoma
(Address of principal executive offices)

74136
(Zip code)

(918) 743-7575
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement

Divestiture of Certain Oil and Gas Properties

As previously disclosed, Mid-Con Energy Partners, LP, a Delaware limited partnership (the “**Partnership**”), through a wholly owned subsidiary, entered into a Purchase and Sale Agreement, dated November 8, 2017 (the “**Purchase Agreement**”), for the sale of certain oil and gas properties located in Carter and Love Counties, Oklahoma to Exponent Energy III LLC (“**Exponent**”) (the “**Divestiture**”). On December 22, 2017, the Partnership and Exponent entered into an amendment to the Purchase Agreement (the “**Amendment**”) that provided for an adjusted purchase price of approximately \$22 million and amended the effective date from October 1, 2017, to December 22, 2017. Pursuant to the Amendment, the closing of the Divestiture occurred on December 22, 2017.

The description of the Amendment set forth under this Item 1.01 is qualified in its entirety by reference to the complete terms and conditions of the Amendment itself, which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

Credit Agreement Amendment

On December 22, 2017, in connection with the Divestiture, the Partnership and its lenders entered into Amendment No. 11 to that certain Credit Agreement, dated as of December 20, 2011, among Mid-Con Properties, LLC, as borrower, Wells Fargo Bank, National Association, as administrative agent and collateral agent, and the lenders party thereto (the “**Credit Agreement Amendment**”).

Among other changes, the Credit Agreement Amendment decreased the conforming borrowing base of the Partnership’s senior secured revolving credit facility to \$115 million and provided a waiver of the Partnership’s previously disclosed noncompliance with the leverage ratio calculation under the Credit Agreement Amendment through January 31, 2018.

The description of the Credit Agreement Amendment contained in this Item 1.01 does not purport to be complete and is qualified in its entirety by reference to the full text of the Credit Agreement Amendment, which is filed as Exhibit 10.2 hereto and incorporated by reference herein.

Item 2.01 Completion of Acquisition or Disposition of Assets

The information regarding the Divestiture set forth in Item 1.01 of this Current Report is incorporated by reference into this Item 2.01.

Item 7.01 Regulation FD Disclosure

On December 28, 2017, the Partnership issued a press release. A copy of the press release is attached as Exhibit 99.2 to this Current Report on Form 8-K and incorporated by reference herein.

The information disclosed in this Item 7.01, including Exhibit 99.2 hereto, is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), or otherwise subject to the liabilities under that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act except as expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits

(b) Pro forma financial information

Unaudited pro forma condensed consolidated financial statements for the nine months ended September 30, 2017 and the year ended December 31, 2016 reflecting the Divestiture are attached hereto as Exhibit 99.1 to this Current Report on Form 8-K and incorporated by reference herein.

(d) Exhibits

Exhibit No.	Description
10.1	<u>Amendment to Purchase Agreement, dated December 22, 2017.</u>
10.2	<u>Amendment No. 11 to Credit Agreement, dated as of December 22, 2017, among Mid-Con Energy Properties, LLC, as Borrower, Wells Fargo Bank, National Association, as Administrative Agent and Collateral Agent and the lenders party thereto.</u>
99.1	<u>Unaudited Pro Forma Condensed Consolidated Financial Statements</u>
99.2	<u>Press release dated December 28, 2017.</u>

SIGNATURE

Pursuant to the requirements of the Exchange Act, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MID-CON ENERGY PARTNERS, LP

By: Mid-Con Energy GP, LLC,
its general partner

Date: December 28, 2017

By: /s/Charles L. McLawhorn, III
Charles L. McLawhorn, III
Vice President, General Counsel and Secretary

AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Amendment to Purchase and Sale Agreement (this “Amendment”) is entered into to be effective as of December 22, 2017 by and between Mid-Con Energy Properties, LLC, a Delaware limited liability company (“Seller”), and Exponent Energy III LLC, a Delaware limited liability company (“Buyer”). Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Agreement.

RECITALS

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement, dated November 8, 2017 (the “Agreement”); and

WHEREAS, the Seller and Buyer desire to amend the terms of the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual premises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 1. The term “Effective Time” as defined in Section 1 is hereby amended and restated in its entirety as follows:

““Effective Time” means the Closing Date.”

2. Section 2.3. Section 2.3 of the Agreement is hereby amended and restated in its entirety as follows

“Equipment. – All personal property, fixtures and improvements and facilities, spare parts and inventory (including those items identified on Schedule 2.3) (insofar as the same are located on the Interests or to the extent the same are primarily used or held for use in connection with the operations of the Assets or the production of Hydrocarbons therefrom), equipment, pipelines, pipeline laterals, well pads, tank batteries, well heads, treating equipment, compressors, power lines, casing, tubing, pumps, motors, gauges, meters, valves, heaters, treaters, and separators appurtenant to the Interests, Wells or used in connection with the ownership or operation of the Interests, Wells or the production, gathering, transportation, storage, treatment, sale or disposal of Hydrocarbons, including, but not limited to, facilities, plants, treating and processing systems, casing, pipelines and flow lines owned by Seller or any affiliate, situated on or used by any of the Leases or Wells as of October 1, 2017 (collectively, the “Equipment”).”

3. Section 3.1. Section 3.1 of the Agreement is hereby amended and restated in its entirety as follows:

“Buyer agrees to pay Seller for the Assets the total sum of Twenty-Two Million Twelve Thousand One Hundred Ninety-Six and No/100 Dollars (\$22,012,196.00) (“Base Purchase Price”) to be paid by direct bank deposit or wire transfer in same day funds at Closing, subject only to the price adjustments set forth in this Agreement and shown on the Closing Settlement Statement.”

4. Section 3.2. Section 3.2 of the Agreement is hereby amended and restated in its entirety as follows :

“Buyer has deposited with SunTrust Bank a deposit in the amount of \$1,250,000.00 (the “Deposit”), which Deposit is part of the Base Purchase Price. At Closing, Seller and Buyer shall jointly instruct the Escrow Agent to wire the Deposit to Seller.”

5. Exhibit “C”. The Allocated Values reflected on Exhibit “C” of the Agreement is hereby amended and restated in its entirety as set forth on Exhibit A attached hereto.

6. Closing Settlement Statement. Pursuant to Section 10.3 of the Agreement, Seller and Buyer agree that the settlement statement set forth on Exhibit B attached hereto shall constitute the Closing Settlement Statement.

7. Closing. Seller and Buyer agree that the Closing shall occur on December 22, 2017 at the offices of McAfee & Taft A Professional Corporation, Two W. Second Street, Suite 1100, Tulsa, Oklahoma 74103.

8. Section 13.2. Section 13.2 of the Agreement is hereby amended and restated in its entirety as follows:

“Proration of Income and Expenses

- Except as otherwise provided in this Agreement, all proceeds (including proceeds held in suspense or escrow), receipts, credits, and income attributable to the Assets for all periods of time prior to the Effective Time shall belong to Seller, and all proceeds, receipts, credits, and income attributable to the Assets for all periods of time from and after the Effective Time shall belong to Buyer. Except as otherwise provided in this Agreement, all costs, expenses, disbursements, and obligations attributable to the Assets for periods of time prior to the Effective Time shall be the obligation of Seller, and Seller shall promptly pay, or if paid by Buyer, promptly reimburse Buyer for and hold Buyer harmless from and against same. Notwithstanding anything else to the contrary contained herein, all income and expenses attributable to the Nipp Multi-Unit Spacing/Pooling (Cause 201409158 and 201603858) and the drilling of the well located in Sections 14 and 11-6S-2W, Love County, Oklahoma shall belong to Buyer, whether such income or expense arose prior to or after the Effective Date. Except as otherwise provided in this Agreement, all costs, expenses, disbursements and obligations attributable to the Assets for periods of time from and after the Effective Time shall be the obligation of Buyer, and Buyer shall promptly pay, or if paid by Seller, promptly reimburse Seller for and hold Seller harmless from and against same.”

9. Section 16.4. Section 16.4(vii) of the Agreement is hereby amended and restated in its entirety as follows:

“(a) claims related to an environmental matter arising prior to the Effective Time not known by Buyer prior to Closing and (b) claims related to an environmental matter arising

prior to the Effective Time and asserted by Buyer through an Environmental Notice delivered prior to Closing .”

10. Section 16.5. Section 16.5 of the Agreement is hereby amended and restated in its entirety as follows:

“Limitation on Indemnification – Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to indemnify Buyer unless, and then only to the extent that, (i) any individual claim exceeds Thirty Thousand and No/100 U.S. Dollars (\$30,000.00) per item and (ii) the aggregate Losses to which Buyer would be entitled to indemnification (but for the provision of this Section 16.5) exceed a deductible (and not a threshold) equal to one percent (1%) of the Base Purchase Price, except that claims related to an environmental matter arising prior to the Effective Time and asserted by Buyer through an Environmental Notice delivered prior to Closing shall not be subject to such individual Thirty Thousand and No/100 U.S. Dollars (\$30,000.00) threshold, nor be subject to the one percent (1%) of the Base Purchase Price deductible. Notwithstanding anything to the contrary contained herein, Seller’s aggregate liability for indemnification under Section 16.4(i) through (vii) above shall not exceed fifty percent (50%) of the Base Purchase Price.

11. Reviver, No Other Amendments. The Parties hereby revive the Agreement and except as amended and modified herein, the Agreement continues in full force and effect.

12. Purchase Price Adjustment. The Parties acknowledge and agree that the reduction in the Base Purchase Price set forth in Paragraph 3 above is not an Environmental Adjustment pursuant to Section 8.2(a) of the Agreement.

13. Execution. This Amendment may be executed in identical original counterparts or by facsimile signatures and such counterpart or facsimile signatures shall have the same force and effect as though originally executed in a single document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first mentioned above.

SELLER :

MID-CON ENERGY PROPERTIES, LLC

By: Mid-Con Energy Partners, LP,

Its Sole Member

By: Mid-Con Energy GP, LLC,
Its General Partner

By: /s/Charles L. McLawhorn, III
Name: Charles L. McLawhorn, III
Title: Vice President & General Counsel

BUYER :

EXPONENT ENERGY III, LLC

By: /s/Christopher Bird
Name: Christopher Bird
Title: Managing Member

Signature Page to Amendment to Purchase and Sale Agreement

EXHIBIT A

Allocated Values

Unit	\$
Van Buskirk	\$205,000
Peyrot	\$1,477,000
Highlands Unit	\$10,096,000
SE Hewitt Unit	\$2,173,000
Pinkerton #1 & #3	\$77,000
Cowan	\$0
Eastman Hills Unit	\$89,000
Banks	\$18,000
Davis	\$0
Battle Springs Unit	\$5,706,000
Ardmore West Deese Sand Unit	\$112,000
Twin Forks Unit	\$2,058,196
Jewell	\$0
Total	\$22,012,196

EXHIBIT B

Seller:	Effective Date:	12/22/2017
Mid-Con Energy Partners, LP	Closing Date:	12/22/2017

Buyer:
Exponent Energy III LLC

Purchase Price	Art 3.1	22,012,196
Increases to purchase price:		
AR per Schedule 11.5	Art 11.5	67,129
Total increases		<u>67,129</u>
Decreases to purchase price:		
Revenue in suspense per Schedule 11.5	Art 3.3 (b) (ix) & 11.5	79,325
Total decreases		<u>79,325</u>
Adjusted purchase price - Amount due sellers		22,000,000
Less earnest money in escrow	Art 3.2	-
Amount due sellers at closing 12/22/2017		<u>22,000,000</u>

AMENDMENT NO. 11 TO CREDIT AGREEMENT AND LIMITED WAIVER

This Amendment No. 11 to Credit Agreement and Limited Waiver (this "Amendment") dated as of December 22, 2017 is among Mid-Con Energy Properties, LLC, a Delaware limited liability company (the "Borrower"), the Guarantor (as defined below), the financial institutions that are identified below as Lenders (collectively, the "Lenders" and individually, a "Lender"), and Wells Fargo Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent") and as collateral agent (in such capacity, the "Collateral Agent") for the Lenders.

RECITALS

A. The Borrower, the Lenders and Wells Fargo Bank, National Association, as the Administrative Agent, are parties to that certain Credit Agreement dated as of December 20, 2011, as amended by that certain Agreement and Amendment No. 1 to Credit Agreement dated as of April 23, 2012, as amended by that certain Agreement and Amendment No. 2 to Credit Agreement dated as of November 26, 2012, as amended by that certain Agreement and Amendment No. 3 to Credit Agreement dated as of November 5, 2013, as amended by that certain Amendment No. 4 to Credit Agreement dated as of April 11, 2014, as amended by that certain Agreement and Amendment No. 5 to Credit Agreement dated as of November 17, 2014, as amended by that certain Amendment No. 6 to Credit Agreement dated as of February 12, 2015, as amended by that certain Agreement and Amendment No. 7 to Credit Agreement dated as of November 30, 2015, as amended by that certain Agreement and Amendment No. 8 to Credit Agreement dated as of April 29, 2016, as amended by that certain Amendment No. 9 to Credit Agreement dated as of May 31, 2016, and as amended by that certain Amendment No. 10 to Credit Agreement dated as of August 11, 2016 (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement").

B. In connection with such Credit Agreement, Mid-Con Energy Partners, LP, a Delaware limited partnership and owner of 100% of the membership interests in the Borrower, executed and delivered that certain Guaranty dated as of December 20, 2011 (as the same may be amended, modified or supplemented from time to time, the "Guaranty") in favor of the Administrative Agent for the benefit of the Guaranteed Parties (as defined in the Guaranty) pursuant to which it became a Guarantor.

C. With respect to the fiscal quarter ending September 30, 2017, Borrower was not in compliance with the ratio of the MLP's Consolidated Funded Indebtedness to the MLP's Consolidated EBITDAX set forth in Section 7.13 of the Credit Agreement (the "**Leverage Ratio Default**"), and Borrower has failed to comply with Section 6.15 of the Credit Agreement as of the most recent redetermination of the Borrowing Base (the "**M&T Default**", and together with the Leverage Ratio Default, the "**Designated Defaults**").

D. Borrower has requested that the Lenders waive the Designated Defaults until January 31, 2018 and make certain amendments to the Credit Agreement, and Lenders are willing to agree to waive the Designated Defaults until January 31, 2018 and amend the Credit Agreement, subject to the terms and conditions set forth herein.

Amendment No. 11
Mid-Con Energy Properties, LLC
Credit Agreement

THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Terms Defined Above. As used in this Amendment, each of the terms defined in the opening paragraph and the Recitals above shall have the meanings assigned to such terms therein.

Section 1.02 Terms Defined in the Credit Agreement. Each term defined in the Credit Agreement and used herein without definition shall have the meaning assigned to such term in the Credit Agreement, unless expressly provided to the contrary.

Section 1.03 Other Definitional Provisions. The words "hereby", "herein", "hereinafter", "hereof", "hereto" and "hereunder" when used in this Amendment shall refer to this Amendment as a whole and not to any particular Article, Section, subsection or provision of this Amendment. Section, subsection and Schedule references herein are to such Sections, subsections and Schedules to this Amendment unless otherwise specified. All titles or headings to Articles, Sections, subsections or other divisions of this Amendment or the schedules hereto, if any, are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such Articles, Sections, subsections, other divisions or schedules, such other content being controlling as the agreement among the parties hereto. Whenever the context requires, reference herein made to the single number shall be understood to include the plural; and likewise, the plural shall be understood to include the singular. Words denoting gender shall be construed to include the masculine, feminine and neuter, when such construction is appropriate; and specific enumeration shall not exclude the general but shall be construed as cumulative. Definitions of terms defined in the singular or plural shall be equally applicable to the plural or singular, as the case may be, unless otherwise indicated.

Section 1.04 Incorporation by Reference. The Recitals to this Amendment are incorporated herein by reference and made a part hereof for all purposes as though set forth in this Amendment verbatim.

ARTICLE II AMENDMENTS

Section 2.01 Amendment to Section 1.1 of the Credit Agreement. Section 1.1 of the Credit Agreement is hereby amended to add the following definition in proper alphabetical order to read as follows:

“SOK Disposition Documents” means (a) that certain Purchase and Sale Agreement, dated November 8, 2017, by and between the Borrower, as Seller, and Exponent Energy III LLC, as Buyer (as amended or otherwise modified prior to the date hereof), and (b) all bills of sale, assignments, agreements, instruments and documents executed and delivered in connection therewith.

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Section 2.02 Amendments to Section 7.5 of the Credit Agreement. Section 7 . 5 of the Credit Agreement is hereby amended by (i) deleting the word “and” at the end of clause (e) therein; (ii) renumbering clause (f) to be clause (h) and amending such clause by deleting the phrase “ Sections 7.5(a) through (e) ” and replacing it with the phrase “ Sections 7.5(a) through (g) ” ; and (iii) adding new clause s (f) and (g) to immediately follow Section 7.5(e) therein to read as follows :

(f) sales of the Oil and Gas Properties and other properties disposed of by the Borrower pursuant to the SOK Disposition Documents, provided that (i) Borrower shall have applied the net cash proceeds received by the Borrower upon the consummation of such sale as a prepayment of Loans such that, after giving effect to such application, Facility Usage shall not exceed \$100,000,000, and (ii) concurrently with the consummation thereof, Administrative Agent shall have received a certificate from an Authorized Officer certifying (x) that attached to such certificate are true, accurate and complete copies of the material SOK Disposition Documents, and (y) the Borrower consummated such disposition, substantially in accordance with the terms of the SOK Disposition Documents (without giving effect to any amendment, modification or supplement thereto not otherwise consented to by the Administrative Agent);

(g) sales of certain Oil and Gas Properties and other properties located in Nolan County, Texas, provided that (i) Borrower shall have applied all of the net cash proceeds received by the Borrower at the closing thereof as a prepayment of Loans, (ii) the purchase price shall not be less than \$1,500,000, and (iii) concurrently with the consummation thereof, Administrative Agent shall have received a certificate from an Authorized Officer certifying (x) that attached to such certificate are true, accurate and complete copies of the material disposition documents, and (y) the Borrower consummated such disposition, substantially in accordance with the terms of such disposition documents (without giving effect to any amendment, modification or supplement thereto not otherwise consented to by the Administrative Agent);

ARTICLE III LIMITED WAIVER

Section 3.01 Limited Waiver. Notwithstanding anything to the contrary in the Credit Agreement and subject to the terms and conditions hereof and upon satisfaction of the conditions set forth in Article VI hereof, Administrative Agent and the Lenders hereby waive, from the Effective Date until January 31, 2018 (the “ Waiver Period ”), the Designated Defaults (the “ Limited Waiver ”).

ARTICLE IV BORROWING BASE REDETERMINATION

Section 4.01 Borrowing Base Redetermination. Effective as of the Effective Date, the Borrowing Base is hereby decreased from \$140,000,000 to \$115,000,000. The Borrowing Base as adjusted will remain in effect until the next periodic redetermination of the Borrowing Base, unless otherwise adjusted pursuant to the provisions of Section 2.9 of the Credit Agreement.

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Amendment No. 11
Mid-Con Energy Properties, LLC
Credit Agreement

**ARTICLE V
REPRESENTATIONS AND WARRANTIES**

Section 5.01 Borrower Representations and Warranties. The Borrower represents and warrants that (a) the representations and warranties contained in the Credit Agreement and the representations and warranties contained in the other Loan Documents are true and correct in all material respects on and as of the Effective Date (defined below) as if made on and as of such date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date; and (b) the Liens under the Security Documents are valid and subsisting and secure Borrower's obligations under the Loan Documents.

Section 5.02 Guarantor's Representations and Warranties. Guarantor represents and warrants that (a) the representations and warranties of Guarantor contained in the Guaranty and the representations and warranties contained in the other Loan Documents to which Guarantor is a party are true and correct in all material respects on and as of the Effective Date as if made on and as of such date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date; (b) no Default or Event of Default has occurred which is continuing; and (c) the Liens under the Security Documents to which Guarantor is a party are valid and subsisting and secure Guarantor's obligations under the Loan Documents.

**ARTICLE VI
CONDITIONS; ETC.**

Section 6.01 The Credit Agreement shall be amended as provided herein upon the date all of the following conditions precedent have been met (the "Effective Date "):

(a) The Administrative Agent's receipt of the following, each of which shall be originals or telecopies (followed promptly by originals) unless otherwise specified, each properly executed by an Authorized Officer of the Borrower, each dated the Effective Date (or, in the case of certificates of governmental officials, a recent date before the Effective Date) and each in form and substance reasonably satisfactory to the Administrative Agent and each of the Lenders party hereto:

(i) counterparts of this Amendment executed by the Borrower, the Administrative Agent, and Lenders comprising at least the Required Lenders, sufficient in number for distribution to the Administrative Agent, each Lender and the Borrower;

(ii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Authorized Officers of the Borrower as the Administrative Agent may require evidencing the identity, authority and capacity of each Authorized Officer thereof authorized to act as an Authorized Officer in connection with this Amendment and the other Loan Documents to which the Borrower is a party or is to be a party;

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Mid-Con Energy Properties, LLC
Credit Agreement

(iii) such documents and certifications as the Administrative Agent may reasonably require to evidence that the Borrower is duly organized or formed, and that the Borrower is validly existing, in good standing and qualified to engage in business in each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Change ;

(iv) a certificate signed by an Authorized Officer of the Borrower as of the Effective Date certifying that:

(A) to the knowledge of such responsible officer, as of the Effective Date, all the conditions precedent set forth in Section 6.01 of this Amendment have been satisfied or waived; and

(B) there has been no event or circumstance since December 31, 2016, that has had or that could be reasonably be expected to have, either individually or in the aggregate, a Material Adverse Change; and

(b) All of the information (other than projections) made available by the Borrower to the Administrative Agent prior to the Effective Date shall be complete and correct in all material respects, and no changes or developments shall have occurred, and no new or additional information shall have been received or discovered by the Administrative Agent or the Lenders regarding the Borrower after October 31, 2017 that (A) either individually or in the aggregate could reasonably be expected to have a Material Adverse Change or (B) purports to adversely affect the Loan Documents or the rights of the Lenders thereunder;

(c) Immediately before this Amendment is effective the Borrower shall have applied all of the net cash proceeds received by the Borrower at closing for sale of the Oil and Gas Properties and other properties disposed of by the Borrower pursuant to the SOK Disposition Documents as a prepayment of Loans and as a reduction of the Borrowing Base pursuant to Section 2.9 of the Credit Agreement;

(d) After giving pro forma effect to the transactions contemplated by this Amendment, Facility Usage will not exceed \$100,000,000; and

(e) The Borrower shall have paid all commitment, facility, agency and other fees required to be paid and then due to Administrative Agent or any Lender pursuant to any Loan Documents or any commitment letter or agreement heretofore entered into, and payment of all expenses for which invoices have been presented prior to the Effective Date.

Without limiting the generality of the provisions of Section 10.1 of the Credit Agreement, for purposes of determining compliance with the conditions specified in this Section 6.01, each Lender that has signed this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall

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Amendment No. 11
Mid-Con Energy Properties, LLC
Credit Agreement

have received notice from such Lender prior to the proposed Effective Date specifying its objection thereto.

Section 6.02 Attorneys' Fees and Expenses. The Borrower shall have paid or reimbursed the Administrative Agent for all of its reasonable out-of-pocket costs and expenses incurred in connection with this Amendment, any other documents prepared in connection herewith and the transactions contemplated hereby, including, without limitation, the fees and disbursements of the Administrative Agent's outside legal counsel, in each case, pursuant to all invoices of the Administrative Agent and/or such counsel presented to the Borrower for payment prior to the Effective Date.

ARTICLE VII POST-CLOSING COVENANTS

Section 7.01 Mortgage and Title. By no later than January 31, 2018 (or such longer period as may be agreed to by the Administrative Agent), the Borrower shall deliver to the Administrative Agent such Security Documents and title as are necessary for the Borrower to be in compliance with Section 6.15 of the Credit Agreement. The failure to comply with this Section 7.01 shall constitute an Event of Default under the Credit Agreement.

Section 7.02 Loan Requests. During the Waiver Period, Borrower covenants and agrees not to request the Lenders to make any Loans or the LC Issuer to issue Letters of Credit, if as a result of such request and the making of such Loans or issuance of such Letters of Credit, the Facility Usage exceeds \$105,000,000, without the prior written approval of the Lenders.

ARTICLE VIII MISCELLANEOUS

Section 8.01 Effect on Loan Documents; Acknowledgements.

(a) Each of the Borrower, the Guarantor, Administrative Agent, the LC Issuers and the Lenders does hereby adopt, ratify, and confirm the Credit Agreement and each other Loan Document, as amended hereby, and acknowledges and agrees that the Credit Agreement and each other Loan Document, as amended hereby, is and remains in full force and effect, and the Borrower and the Guarantor acknowledge and agree that their respective liabilities and obligations under the Credit Agreement and the other Loan Documents are not impaired in any respect by this Amendment.

(b) From and after the Effective Date, all references to the Credit Agreement and the Loan Documents shall mean such Credit Agreement and such Loan Documents as amended by this Amendment.

(c) This Amendment is a Loan Document for the purposes of the provisions of the other Loan Documents. Without limiting the foregoing, any breach of representations, warranties,

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Amendment No. 11
Mid-Con Energy Properties, LLC
Credit Agreement

and covenants under this Amendment shall be a Default under the Credit Agreement, subject to all applicable cure or grace periods provided for under the Credit Agreement.

(d) Captions. Section captions used in this Amendment are for convenience only and shall not affect the construction of this Amendment.

(e) Administrative Agent, LC Issuer and Lenders Make No Representations or Warranties. None of the Administrative Agent, the LC Issuer nor any Lender (a) makes any representation or warranty nor assumes any responsibility with respect to any statements, warranties, or representations made in or in connection with the Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency, or value of the Credit Agreement, the Loan Documents, or any other instrument or document furnished pursuant thereto or (b) makes any representation or warranty nor assumes any responsibility with respect to the financial condition of the Borrower or any other Person or the performance or observance by such Persons of any of their obligations under the Loan Documents, or any other instrument or document furnished pursuant thereto.

Section 8.02 Reaffirmation of the Guaranty. Guarantor hereby ratifies, confirms, acknowledges and agrees that its obligations under the Guaranty are in full force and effect and that Guarantor continues to unconditionally and irrevocably guarantee the full and punctual payment, when due, whether at stated maturity or earlier by acceleration or otherwise, of the Guaranteed Obligations (as defined in the Guaranty), as such Guaranteed Obligations may have been amended by this Amendment, and its execution and delivery of this Amendment does not indicate or establish an approval or consent requirement by Guarantor under the Guaranty in connection with the execution and delivery of amendments to the Credit Agreement, the Notes or any of the other Loan Documents (other than the Guaranty or any other Loan Document to which Guarantor is a party).

Section 8.03 Counterparts. This Amendment may be separately executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to constitute one and the same agreement. This Amendment shall become effective when it shall have been executed by Administrative Agent and when Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. This Amendment may be transmitted and/or signed by facsimile, telecopy or electronic mail. The effectiveness of any such documents and signatures shall, subject to applicable Law, have the same force and effect as manually-signed originals and shall be binding on all Restricted Persons and Lender Parties. The Administrative Agent may also require that any such documents and signatures be confirmed by a manually-signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature.

Section 8.04 Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted pursuant to the Credit Agreement.

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Amendment No. 11
Mid-Con Energy Properties, LLC
Credit Agreement

Section 8.05 Invalidity . In the event that any one or more of the provisions contained in this Amendment shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Amendment .

Section 8.06 Governing Law . This Amendment shall be deemed to be a contract made under and shall be governed by, construed and enforced in accordance with the laws of the State of New York and the laws of the United States, without regard to principles of conflicts of laws.

Section 8.07 RELEASE . For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Credit Party hereby, for itself and its successors and assigns, fully and without reserve, releases, acquits, and forever discharges each of the Lender Parties and each Lender Counterparty, its respective successors and assigns, officers, directors, employees, representatives, trustees, attorneys, agents and affiliates (collectively the "Released Parties" and individually a "Released Party") from any and all actions, claims, demands, causes of action, judgments, executions, suits, liabilities, costs, damages, expenses or other obligations of any kind and nature whatsoever, direct and/or indirect, at law or in equity, whether now existing or hereafter asserted, whether absolute or contingent, whether due or to become due, whether disputed or undisputed, whether known or unknown (INCLUDING, WITHOUT LIMITATION, ANY OFFSETS, REDUCTIONS, REBATEMENT, CLAIMS OF USURY OR CLAIMS WITH RESPECT TO THE NEGLIGENCE OF ANY RELEASED PARTY) (collectively, the "Released Claims"), for or because of any matters or things occurring, existing or actions done, omitted to be done, or suffered to be done by any of the Released Parties, in each case, on or prior to the effective date of this Amendment and are in any way directly or indirectly arising out of or in any way connected to any of this Amendment, the Credit Agreement or any other Loan Document (collectively, the "Released Matters"). In entering into this Amendment, each Credit Party consulted with, and has been represented by, legal counsel and expressly disclaim any reliance on any representations, acts or omissions by any of the Released Parties and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth herein do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity hereof. The provisions of this Section 8.07 shall survive the termination of this Amendment, the Credit Agreement and the other Loan Documents and payment in full of the Obligations.

Section 8.08 Entire Agreement . THIS AMENDMENT, THE CREDIT AGREEMENT AS AMENDED BY THIS AMENDMENT, THE NOTES, AND THE OTHER LOAN DOCUMENTS CONSTITUTE THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

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Amendment No. 11
Mid-Con Energy Properties, LLC
Credit Agreement

EXECUTED to be effective as of the date first above written.

BORROWER :

MID-CON ENERGY PROPERTIES, LLC , a
Delaware limited liability company

By: Mid-Con Energy Partners, LP, a
Delaware limited partnership, its
Sole Member

By: Mid-Con Energy GP, LLC, a
Delaware limited liability company,
Its General Partner

By: */s. Jeffrey R. Olmstead*

Jeffrey R. Olmstead
President and Chief Executive Officer

GUARANTOR :

MID-CON ENERGY PARTNERS, LP , a
Delaware limited partnership

By: Mid-Con Energy GP, LLC, a
Delaware limited liability company,
Its General Partner

By: */s. Jeffrey R. Olmstead*

Jeffrey R. Olmstead
President and Chief Executive Officer

Signature Page

Amendment No. 11
Mid-Con Energy Properties, LLC
Credit Agreement

ADMINISTRATIVE AGENT AND COLLATERAL AGENT :

WELLS FARGO BANK, NATIONAL ASSOCIATION as Administrative Agent
, as Collateral Agent , as an LC Issuer and as a Lender

By: /s/David C. Brooks
Name: David C. Brooks
Title: Director

Signature Page

Amendment No. 11
Mid-Con Energy Properties, LLC
Credit Agreement

LENDERS :

ROYAL BANK OF CANADA
as a Lender

By: /s/Don J. McKinnerney
Name: Don J. McKinnerney
Title: Authorized Signatory

Signature Page

Amendment No. 11
Mid-Con Energy Properties, LLC
Credit Agreement

FROST BANK ,
as a Lender

By: /s/Alex Zemkoski
Name: Alex Zemkoski
Title: Senior Vice President

Signature Page

Amendment No. 11
Mid-Con Energy Properties, LLC
Credit Agreement

BOKF, NA d/b/a The Bank of Texas ,
as a Lender

By: /s/ Mynan C. Feldman
Name: Mynan C. Feldman
Title: Senior Vice President

Signature Page

Amendment No. 11
Mid-Con Energy Properties, LLC
Credit Agreement

COMERICA BANK ,
as a Lender

By: /s/Garrett R. Merrell
Name: Garrett R. Merrell
Title: Assistant Vice President

Signature Page

Amendment No. 11
Mid-Con Energy Properties, LLC
Credit Agreement

THE BANK OF NOVA SCOTIA ,
as a Lender

By: /s/Alan Dawson
Name: Alan Dawson
Title: Director

Signature Page

Amendment No. 11
Mid-Con Energy Properties, LLC
Credit Agreement

MUFG UNION BANK, N.A. ,
as a Lend er

By:
Name:
Title:

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4839-1738 12/21/2017

Signature Page

Amendment No. 11
Mid-Con Energy Properties, LLC
Credit Agreement

Mid-Con Energy Partners, LP and subsidiaries
Unaudited Pro Forma Condensed Consolidated Financial Statements

Introduction

Mid-Con Energy Partners LP (the “Partnership”), through its wholly-owned subsidiary, Mid-Con Energy Properties, LLC (“Mid-Con Energy Properties”), entered into a definitive purchase and sale agreement (the “Purchase Agreement”) on November 8, 2017, amended on December 22, 2017, to sell oil and natural gas assets within its Southern Oklahoma area for an aggregate purchase price of approximately \$22 million, subject to customary post-closing purchase price adjustments (collectively, the “Divestiture”). The effective date and closing date of the Divestiture was December 22, 2017. This Divestiture does not qualify as discontinued operations since it does not represent a strategic shift that will have a major effect on our operations or financial results.

The unaudited pro forma condensed consolidated financial data of the Partnership was derived from historical condensed consolidated financial statements. The unaudited pro forma condensed consolidated balance sheet assumes the Divestiture occurred on September 30, 2017. The unaudited pro forma condensed consolidated statements of operations give effect to the Divestiture as if it occurred on January 1, 2016. The following unaudited pro forma condensed consolidated financial information should be read in conjunction with our historical financial statements and accompanying notes.

The pro forma adjustments are based on the best information available and assumptions that management believes are factually supportable and reasonable; however, such adjustments are subject to change. In addition, such adjustments are estimates. The unaudited pro forma condensed consolidated financial information is for illustrative and informational purposes only and is not intended to reflect what our consolidated financial position and results of operations would have been had the Divestiture occurred on the dates indicated and is not necessarily indicative of our future consolidated financial position and results of operations.

The pro forma adjustments remove all of the Divestiture’s consolidated assets, liabilities and results of operations and also gives effect to adjustments to reflect the cash proceeds from the Divestiture.

Mid-Con Energy Partners, LP and subsidiaries
Notes to Unaudited Pro Forma Condensed Consolidated Financial Statements

Note 1. Basis of Presentation

Mid-Con Energy Partners LP (the “Partnership”), through its wholly-owned subsidiary, Mid-Con Energy Properties, LLC (“Mid-Con Energy Properties”), entered into a definitive purchase and sale agreement (the “Purchase Agreement”) on November 8, 2017, amended on December 22, 2017, to sell oil and natural gas assets within its Southern Oklahoma area for an aggregate purchase price of approximately \$22 million, subject to customary post-closing purchase price adjustments (collectively, the “Divestiture”). The effective date and closing date of the Divestiture was December 22, 2017. This Divestiture does not qualify as discontinued operations since it does not represent a strategic shift that will have a major effect on our operations or financial results.

The unaudited pro forma condensed consolidated financial data of the Partnership was derived from historical condensed consolidated financial statements. The unaudited pro forma condensed consolidated balance sheet assumes the Divestiture occurred on September 30, 2017. The unaudited pro forma condensed consolidated statements of operations give effect to the Divestiture as if it occurred on January 1, 2016. The following unaudited pro forma condensed consolidated financial information should be read in conjunction with our historical financial statements and accompanying notes.

The pro forma adjustments are based on the best information available and assumptions that management believes are factually supportable and reasonable; however, such adjustments are subject to change. In addition, such adjustments are estimates. The unaudited pro forma condensed consolidated financial information is for illustrative and informational purposes only and is not intended to reflect what our consolidated financial position and results of operations would have been had the Divestiture occurred on the dates indicated and is not necessarily indicative of our future consolidated financial position and results of operations.

The pro forma adjustments remove all of the Divestiture’s consolidated assets, liabilities and results of operations and also gives effect to adjustments to reflect the cash proceeds from the Divestiture.

Note 2. Pro Forma Adjustments

The unaudited pro forma condensed consolidated financial statements reflect the following adjustments:

Balance Sheet

“Historical” represents the historical condensed consolidated balance sheet of Mid-Con Energy Partners, LP as of September 30, 2017.

- (a) Pro forma adjustment to reflect the cash proceeds from the Divestiture which were paid directly to the bank to reduce revolving line of credit balance.
- (b) Pro forma adjustment to remove the assets and liabilities sold in the Divestiture.

Statement of Operations

“Historical” represents the historical condensed consolidated statements of operations of Mid-Con Energy Partners, LP for the year ended December 31, 2016, and for the nine months ended September, 2017.

- (c) Pro forma adjustment to eliminate revenues and expenses of the assets sold in the Divestiture from our consolidated operations.
 - (d) Pro forma adjustment to eliminate interest expense which would have been saved after sales proceeds were applied to revolving line of credit.
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Mid-Con Energy Partners, LP and subsidiaries
Unaudited Pro Forma Condensed Consolidated Balance Sheet
(in thousands, except number of units)
As of September 30, 2017

	Historical	Pro Forma Adjustments For Activity of Net Assets Disposed	Unaudited Pro Forma Balance Sheet
ASSETS			
Current assets			
Cash and cash equivalents	\$ 2,588	\$ —	\$ 2,588
Accounts receivable			
Oil and natural gas sales	4,605	—	4,605
Other	83	—	83
Derivative financial instruments	42	—	42
Prepays and other	149	—	149
Total current assets	<u>7,467</u>	<u>—</u>	<u>7,467</u>
Property and equipment			
Proved oil and natural gas properties, successful efforts method	454,566	(116,707) (b)	337,859
Other property and equipment	852	—	852
Accumulated depletion, depreciation, amortization and impairment	(212,922)	88,093 (b)	(124,829)
Total property and equipment, net	<u>242,496</u>	<u>(28,614)</u>	<u>213,882</u>
Derivative financial instruments	187	—	187
Other assets	1,640	—	1,640
Total assets	<u>\$ 251,790</u>	<u>\$ (28,614)</u>	<u>\$ 223,176</u>
LIABILITIES, CONVERTIBLE PREFERRED UNITS AND EQUITY			
Current liabilities			
Accounts payable			
Trade	\$ 532	\$ —	\$ 532
Related parties	3,759	—	3,759
Derivative financial instruments	784	—	784
Accrued liabilities	897	—	897
Total current liabilities	<u>5,972</u>	<u>—</u>	<u>5,972</u>
Derivative financial instruments	—	—	—
Long-term debt	122,000	(22,000) (a)	100,000
Other long term liabilities	75	—	75
Asset retirement obligations	12,384	(2,022) (b)	10,362
Commitments and contingencies			
Class A convertible preferred units - 11,627,906 issued and outstanding	20,253	—	20,253
Equity, per accompanying statements			
Partnership equity			
General partner interest	(470)	(55) (b)	(525)
Limited partners - 30,091,463 units issued and outstanding	91,576	(4,537) (b)	87,039
Total equity	<u>91,106</u>	<u>(4,592)</u>	<u>86,514</u>
Total liabilities, convertible preferred units and equity	<u>\$ 251,790</u>	<u>\$ (28,614)</u>	<u>\$ 223,176</u>

Mid-Con Energy Partners, LP and subsidiaries
Unaudited Pro Forma Condensed Consolidated Statement of Operations
(in thousands, except number of units)
For the nine months ended September 30, 2017

	Historical	Pro Forma Adjustments for Activity of Disposed Assets	Unaudited Pro Forma Statement of Operations
Revenues			
Oil sales	\$ 42,343	\$ (7,110) (c)	\$ 35,233
Natural gas sales	917	(14) (c)	903
Gain on derivatives, net	2,916	—	2,916
Total revenues	<u>46,176</u>	<u>(7,124)</u>	<u>39,052</u>
Operating costs and expenses			
Lease operating expenses	16,695	(3,548) (c)	13,147
Oil and natural gas production taxes	2,366	(510) (c)	1,856
Impairment of proved oil and natural gas properties	22,522	—	22,522
Depreciation, depletion and amortization	13,850	(1,956) (c)	11,894
Accretion of discount on asset retirement obligations	386	(65) (c)	321
General and administrative	4,485	—	4,485
Total operating costs and expenses	<u>60,304</u>	<u>(6,079)</u>	<u>54,225</u>
Loss from operations	(14,128)	(1,045)	(15,173)
Other (expense) income			
Interest income	8	—	8
Interest expense	(4,615)	634 (d)	(3,981)
Other income	70	—	70
Loss on settlements of asset retirement obligations	(13)	(3) (c)	(16)
Total other expense	<u>(4,550)</u>	<u>631</u>	<u>(3,919)</u>
Net loss	(18,678)	(414)	(19,092)
Less: Distributions to preferred unitholders	2,275	—	2,275
Less: General partner's interest in net loss	(222)	(12) (c)	(234)
Limited partners' interest in net loss	<u>\$ (20,731)</u>	<u>\$ (402)</u>	<u>\$ (21,133)</u>
Limited partners' interest in net loss per unit			
Basic and diluted	\$ (0.69)	\$ (0.01)	\$ (0.70)
Weighted average limited partner units outstanding			
Limited partner units (basic and diluted)	29,972	—	29,972

Mid-Con Energy Partners, LP and subsidiaries
Unaudited Pro Forma Condensed Consolidated Statement of Operations
(in thousands, except number of units)
For the twelve months ended December 31, 2016

	Historical	Pro Forma Adjustments for Activity of Disposed Assets	Unaudited Pro Forma Statement of Operations
Revenues			
Oil sales	\$ 54,773	\$ (10,258) (c)	\$ 44,515
Natural gas sales	1,325	(15) (c)	1,310
Loss on derivatives, net	(12,202)	—	(12,202)
Total revenues	43,896	(10,273)	33,623
Operating costs and expenses			
Lease operating expenses	22,692	(4,619) (c)	18,073
Oil and natural gas production taxes	2,893	(740) (c)	2,153
Impairment of proved oil and natural gas properties	895	—	895
Impairment of proved oil and natural gas properties sold	3,578	—	3,578
Depreciation, depletion and amortization	23,074	(3,440) (c)	19,634
Accretion of discount on asset retirement obligations	577	(98) (c)	479
General and administrative	6,890	—	6,890
Total operating costs and expenses	60,599	(8,897)	51,702
Loss on sales of oil and natural gas properties (net)	(560)	—	(560)
Loss from operations	(17,263)	(1,376)	(18,639)
Other (expense) income			
Interest income	12	—	12
Interest expense	(7,487)	862 (d)	(6,625)
Other expense	(76)	—	(76)
Total other expense	(7,551)	862	(6,689)
Net loss	(24,814)	(514)	(25,328)
Less: Distributions to preferred unitholders	1,249	—	1,249
Less: General partner's interest in net loss	(295)	(17) (c)	(312)
Limited partners' interest in net loss	\$ (25,768)	\$ (497)	\$ (26,265)
Limited partners' interest in net loss per unit			
Basic and diluted	\$ (0.86)	\$ (0.02)	\$ (0.88)
Weighted average limited partner units outstanding			
Limited partner units (basic and diluted)	29,834	—	29,834



Mid-Con Energy Partners, LP Announces Sale of Southern Oklahoma Assets and Hiring of Financial Advisor.

TULSA, December 28, 2017 – Mid-Con Energy Partners, LP (NASDAQ: MCEP) (“Mid-Con Energy” or the “Partnership”) today announces the sale of oil and natural gas assets within its Southern Oklahoma core area to Exponent Energy III, LLC (“Buyer”), a Tulsa-based company. The sale closed on December 22nd at a purchase price of \$22.0 Million with an effective date of December 22, 2017.

Separately, Mid-Con Energy has hired Sagent Advisors, LLC (“Sagent”) to assist it in exploring various financing and strategic alternatives in the marketplace. Sagent will be reviewing a number of alternatives for the Partnership including, financing alternatives for growth acquisitions, corporate structure alternatives, merger opportunities and long-term financing alternatives. Sagent is a leading global independent investment bank focused on providing financial advice with broad experience in the oil and gas industry.

“We are pleased to announce that the sale of our Southern Oklahoma assets was completed last week.” commented Jeff Olmstead, President and CEO. Mr. Olmstead commented further “We are excited to announce a partnership with Sagent Advisors to help us with opportunities that exist in the marketplace today. We have seen a number of waterflood opportunities become available, and we are looking for financing options that will allow us to acquire and exploit new assets in a way that is accretive to our existing stakeholders. Sagent’s team has a long history of executing for their clients, and we look forward to working with them on these opportunities.”

The Partnership has not set a definitive schedule for Sagent to complete its review of financing and strategic alternatives and does not intend to provide any further updates until such time as it has entered into a definitive agreement with respect to a transaction, and there is no assurance that the review process will result in the Partnership pursuing a particular transaction or consummating any such transaction.

In addition, due to the closing of the sale of assets, the previously disclosed waiver received by the Partnership from the administrative agent and lenders under its revolving credit facility waiving noncompliance with the leverage calculation ratio thereunder has been extended, and the borrowing base has been temporarily amended to \$115.0MM. The partnership had \$99.0MM outstanding on the line of credit as of December 28, 2017. As part of the review of its financing alternatives, the Partnership is in active discussions with its lenders on an extension to its revolving credit facility.

FORWARD-LOOKING STATEMENTS

This press release includes “forward-looking statements” — that is, statements related to future, not past, events within meaning of the federal securities laws. Forward-looking statements are based on current expectations and include any statement that does not directly relate to a current or historical fact. In this context, forward-looking statements often address expected future business and financial performance, and often contain words such as “anticipate,” “believe,” “estimate,” “intend,” “expect,” “plan,” “project,” “should,” “goal,” “forecast,” “guidance,” “could,” “may,” “continue,” “might,” “potential,” “scheduled,” or “will” or other similar words. These forward-looking statements involve certain risks and uncertainties and ultimately may not prove to be accurate. Actual results and future events could differ materially from those anticipated in such statements. For further discussion of risks and uncertainties, you should refer to Mid-Con Energy’s filings with the Securities and Exchange Commission (“SEC”) available at www.midconenergypartners.com or www.sec.gov. Mid-Con Energy undertakes no obligation and does not intend to update these forward-looking statements to reflect events or circumstances occurring after this press release. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this press release. All forward-looking statements are qualified in their entirety by this cautionary statement and our SEC filings. Please see the risks and uncertainties detailed in the “Forward-Looking Statements” and “Risk Factors” sections of our Annual Report on Form 10-K for the year ended December 31, 2016, and in other documents and reports we file from time to time with the SEC.

INVESTOR RELATIONS CONTACT

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(918) 743-7575