



Office of the Secretary of State

CERTIFICATE OF FILING OF

ETC South Permian Midstream LLC
801543110

[formerly: WTG South Permian Midstream LLC]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 07/24/2024

Effective: 07/24/2024



A handwritten signature in black ink that reads "Jane Nelson".

Jane Nelson
Secretary of State

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$300



**Certificate of Formation
Limited Liability Company**

**Filed in the Office of the
Secretary of State of Texas
Filing #: 801543110 01/31/2012
Document #: 406615770002
Image Generated Electronically
for Web Filing**

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

WTG Sonora Gas Plant, LLC

Article 2 – Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

J. L. Davis

C. The business address of the registered agent and the registered office address is:

Street Address:

211 North Colorado Midland TX 79701

Consent of Registered Agent

☐ A. A copy of the consent of registered agent is attached.

OR

☒ B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

☒ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **J. L. Davis**

Title: **Manager**

Address: **211 North Colorado Midland TX, USA 79701**

Manager 2: **David L. Davis**

Title: **Manager**

Address: **211 North Colorado Midland TX, USA 79701**

Manager 3: **Michael K. Davis**

Title: **Manager**

Address: **211 North Colorado Midland TX, USA 79701**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

See attached Addendum A.

[The attached addendum, if any, is incorporated herein by reference.]

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Organizer

The name and address of the organizer are set forth below.

Dale Strauss 550 West Texas Ave., Ste. 800, Midland TX 79701

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Dale Strauss

Signature of Organizer

FILING OFFICE COPY

ADDENDUM "A" TO CERTIFICATE OF ORGANIZATION OF

WTG SONORA GAS PLANT, LLC

Pledge of Membership Interests

Notwithstanding anything to the contrary contained in this Certificate of Formation, (a) the members of WTG NGL Marketing, LLC (the "Company") may grant a security interest and pledge their membership interest to the "Administrative Agent" under that certain Credit Agreement dated as of March 30, 2004, as amended from time to time, among WTG Gas Processing, L.P., a Texas limited partnership ("WTGGP"), West Texas Gas, Inc., a Texas corporation ("WTGI"), JLD Holding Company, LLC, a Texas limited liability company ("JLDHC") and each of the subsidiaries and/or affiliates of WTGGP, WTGI and/or JLDHC which is a signatory thereto and Wells Fargo Bank, N. A. (successor to Wells Fargo Bank Texas, National Association), a national banking association, in its capacities as administrative agent for the lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent") as fronting bank and as lead arranger (as amended, supplemented, renewed, extended, restated or otherwise modified from time to time, the "Credit Agreement") as security for the payment and performance of the "Obligations" as such term is defined in the Credit Agreement (or the indebtedness, liabilities and obligations under any replacement credit agreement), (b) the Administrative Agent may exercise all of its rights, remedies, powers and privileges (collectively, "Rights") against the membership interest under or pursuant to any security agreement executed in connection with the Credit Agreement, (c) any person or entity (and its successors and assigns) that acquires (directly or indirectly) any membership interest by reason of the exercise of such Rights (together with the Administrative Agent, the "Permitted Persons") may be, at the election of such person or entity (or its successors or assigns), automatically admitted as a member of the Company with all of the Rights that such status has under this Agreement, (d) no right of first refusal, option to purchase or other restriction on transferability or assignability of the membership interest shall apply to any of the matters referred to in this paragraph above, (e) no consent or approval of the Company, any member of the Company, or any other person or entity shall be required, and no condition of any kind or character shall be imposed, in connection with any of the foregoing, (f) no restriction on resignation as a member of the Company or otherwise shall apply to any Permitted Person, and (g) no Permitted Person shall be subject to any obligation of withdrawal or resignation as a manager, officer, or other member of management of the Company.