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

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**SCHEDULE 13D/A**

**Under the Securities Exchange Act of 1934  
(Amendment No. 2)\***

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**Altus Midstream Company**  
(Name of Issuer)

**Class A Common Stock, \$0.0001 par value per share**  
(Title of Class of Securities)

**02215L209**  
(CUSIP Number)

**Clay Bretches  
One Post Oak Central  
2000 Post Oak Boulevard, Suite 100  
Houston, Texas 77056-4400  
(713) 296-6000**  
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

*with a copy to:*

**Troy Harder  
Bracewell LLP  
711 Louisiana Street, Suite 2300  
Houston, Texas 77002**

**October 21, 2021**  
(Date of Event Which Requires Filing of this Statement)

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If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provision of the Act (however, see the Notes).

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1.	Names of Reporting Persons: APA Corporation	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See instructions) OO	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization: Delaware	
Number of shares Beneficially owned By each reporting Person with:	7.	Sole Voting Power: 13,024,758(1)
	8.	Shared Voting Power: 0
	9.	Sole Dispositive Power: 13,024,758(1)
	10.	Shared Dispositive Power: 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 13,024,758(1)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 79.4%(2)	
14.	Type of Reporting Person (See Instructions): CO	

- (1) The aggregate number of shares of Class A common stock, \$0.0001 par value per share (the “**Class A Common Stock**”), of Altus Midstream Company (the “**Issuer**”), that may be deemed beneficially owned by APA Corporation, a Delaware corporation (“**APA Corporation**”), is comprised of the following: (i) 365,651 shares of Class A Common Stock, (ii) 12,500,000 shares of Class A Common Stock issuable upon redemption of the common units representing limited partner interests in Altus Midstream LP (the “**Common Units**”) beneficially owned by APA Corporation, and (iii) 159,107 shares of Class A Common Stock issuable upon exercise of warrants (the “**Warrants**”) beneficially owned by APA Corporation .
- (2) Based on 16,405,567 shares of Class A Common Stock, consisting of: (i) 3,746,460 shares of Class A Common Stock outstanding as of October 18, 2021, (ii) 12,500,000 shares of Class A Common Stock issuable upon redemption of the Common Units beneficially owned by APA Corporation, and (iii) 159,107 shares of Class A Common Stock issuable upon exercise of the Warrants beneficially owned by APA Corporation.

1.	Names of Reporting Persons: Apache Midstream LLC(1)	
2.	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See instructions) OO	
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6.	Citizenship or Place of Organization: Delaware	
Number of shares Beneficially owned By each reporting Person with:	7.	Sole Voting Power: 13,024,758(2)
	8.	Shared Voting Power: 0
	9.	Sole Dispositive Power: 13,024,758(2)
	10.	Shared Dispositive Power: 0
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 13,024,758(2)	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 79.4% (3)	
14.	Type of Reporting Person (See Instructions): OO	

- (1) Apache Midstream LLC, a Delaware limited liability company (“**Apache Midstream**” and, together with APA Corporation, the “**Reporting Persons**”), is a wholly owned subsidiary of APA Corporation, and APA Corporation controls Apache Midstream.
- (2) The aggregate number of shares of Class A Common Stock that may be deemed beneficially owned by Apache Midstream is comprised of the following: (i) 365,651 shares of Class A Common Stock, (ii) 12,500,000 shares of Class A Common Stock issuable upon redemption of the Common Units beneficially owned by Apache Midstream, and (iii) 159,107 shares of Class A Common Stock issuable upon exercise of the Warrants beneficially owned by Apache Midstream.
- (3) Based on 16,405,567 shares of Class A Common Stock, consisting of: (i) 3,746,460 shares of Class A Common Stock outstanding as of October 18, 2021, (ii) 12,500,000 shares of Class A Common Stock issuable upon redemption of the Common Units beneficially owned by Apache Midstream, and (iii) 159,107 shares of Class A Common Stock issuable upon exercise of the Warrants beneficially owned by Apache Midstream.

**Explanatory Note**

This Amendment No. 2 to Schedule 13D amends and supplements the information set forth in Schedule 13D filed by Apache Corporation and Apache Midstream with the United States Securities and Exchange Commission (the “**SEC**”) on December 10, 2018 and subsequently amended by Amendment No. 1 filed on March 11, 2019 (as so amended, the “**Schedule 13D**”).

Except as set forth herein, this Amendment No. 2 does not modify any of the information previously reported in the Schedule 13D. All capitalized terms contained herein but not otherwise defined shall have the meanings ascribed to such terms in the Schedule 13D.

**Item 2. Identity and Background.**

Item 2 is hereby amended and restated as follows:

(a), (b), (c) and (f). This Amendment No. 2 to Schedule 13D is being filed jointly by Apache Midstream and APA Corporation, pursuant to the provisions of Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), as separate persons and not as members of a group. See Exhibit 99.1 to this Amendment No. 2 to Schedule 13D for their Joint Filing Agreement.

APA Corporation

APA Corporation became the new parent company of and successor issuer to Apache Corporation on March 1, 2021, in accordance with a holding company reorganization. Accordingly, all of Apache Corporation’s outstanding shares of capital stock were automatically converted into equivalent corresponding shares of APA Corporation, and Apache Corporation became a wholly-owned subsidiary of APA Corporation. The principal address of APA Corporation is One Post Oak Central, 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400.

Apache Midstream LLC

Apache Midstream is a wholly-owned subsidiary of APA Corporation. The principal address of Apache Midstream is One Post Oak Central, 2000 Post Oak Boulevard, Suite 100, Houston, Texas 77056-4400.

(d) and (e). During the last five years, neither of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws. During the last five years, neither of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

**Item 4. Purpose of Transaction.**

Item 4 is hereby amended and supplemented by adding the following:

**Contribution Agreement**

On October 21, 2021, Issuer entered into a Contribution Agreement (the “**Contribution Agreement**”) with Altus Midstream LP, a Delaware limited partnership and subsidiary of the Issuer (the “**Partnership**”), New BCP Raptor Holdco, LLC, a Delaware limited liability company (“**Contributor**”), and solely for the purposes set forth therein, BCP Raptor Holdco, LP, a Delaware limited partnership (“**Raptor**”). The Contribution Agreement provides that Contributor will contribute all of the equity interests of Raptor and BCP Raptor Holdco GP, LLC, a Delaware limited liability company and the general partner of Raptor, to the Partnership in exchange for 50,000,000 Common Units and 50,000,000 shares of Class C common stock, \$0.0001 par value per share, of the Issuer (the “**Class C Common Stock**” and together with the Class A Common Stock, the “**Altus Common Stock**”). The transactions contemplated by the Contribution Agreement are referred to herein as the “**Transactions**.”

In connection with the consummation of the Transactions (“**Closing**”), the Contribution Agreement provides that the Issuer shall cause its board of directors (the “**Board**”) to consist of (i) the chief executive officer of the Issuer following Closing, (ii) three (3) directors designated by Blackstone Energy Partners II L.P. (“**Blackstone**”), (iii) two (2) directors designated by ISQ Global Infrastructure Fund II L.P. (“**ISQ**”), (iv) one (1) director designated by APA Corporation, and (v) four (4) directors that would qualify as independent for purposes of service on the audit committee of the Issuer under NASDAQ rules, the Exchange Act, and the Sarbanes-Oxley Act of 2002, two (2) of whom shall be designated by APA Corporation and two (2) of whom shall be designated by Contributor; provided, that each of APA Corporation and Contributor shall have one (1) (but no more than one (1)) opportunity to veto one (1) of such other person’s designees under this clause (v) in its sole discretion but shall have no further veto or similar right with respect to any other designee of such person under this clause (v) (collectively, the “**Contribution Agreement Board Composition**”).

As a result of the Transactions, certain affiliates of Blackstone will own over 50% of the issued and outstanding Altus Common Stock, certain affiliates of ISQ will own over 20% of the issued and outstanding Altus Common Stock, Apache Midstream will own approximately 20% of the issued and outstanding Altus Common Stock, and the Company's other current stockholders and management will own over 5% of the issued and outstanding Altus Common Stock.

The foregoing summary of the Contribution Agreement does not purport to be complete and is subject to, and is qualified in its entirety by, the full text of the Contribution Agreement, which is filed as Exhibit 99.2 to this Amendment No. 2 to Schedule 13D and is also incorporated herein by reference.

#### ***Voting and Support Agreement***

In connection with the Contribution Agreement, on October 21, 2021, Contributor, Raptor, Apache Midstream, and solely for purposes of Section 6.1, APA Corporation, entered into a voting and support agreement (the "**Voting Agreement**") relating to the 365,651 shares of Class A Common Stock, 12,500,000 shares of Class C Common Stock, and 159,107 shares of Class A Common Stock issuable upon exercise of the Warrants beneficially owned by Apache Midstream or any shares of Altus Common Stock over which Apache Midstream acquires beneficial ownership subsequent to the date of the Voting Agreement (the "**Covered Securities**"). Pursuant to the Voting Agreement, Apache Midstream has agreed to vote all of its shares of Altus Common Stock in favor of approving any matters necessary for the consummation of the Transactions and against any agreement, transaction, or proposal in opposition to the adoption of the Contribution Agreement or in competition or inconsistent with the Transactions, subject to few exceptions.

Apache Midstream has further agreed not to transfer any of its shares of Altus Common Stock prior to Closing (or the earlier termination of the Contribution Agreement), and APA Corporation and Apache Midstream agreed not to, and to cause their subsidiaries and their respective officers, directors, and other representatives not to, take any of the actions Altus Midstream is prohibited from taking pursuant to the non-solicitation covenants contained in the Contribution Agreement.

The Voting Agreement terminates upon the earliest to occur of: (a) the Closing; and (b) the termination of the Contribution Agreement pursuant to and in compliance with the terms thereof.

The foregoing summary of the Voting Agreement does not purport to be complete and is subject to, and is qualified in its entirety by, the full text of the Voting Agreement, which is filed as Exhibit 99.3 to this Amendment No. 2 to Schedule 13D and is also incorporated herein by reference.

#### ***A&R Stockholders Agreement***

In connection with the Contribution Agreement, on October 21, 2021, APA Corporation, Apache Midstream, Issuer, Contributor, Raptor, and affiliates of Blackstone and ISQ entered into an Amended and Restated Stockholders Agreement (the "**Stockholders Agreement**"), which Stockholders Agreement is to be effective as of Closing, if ever, and amends and replaces the existing stockholders agreement, dated November 9, 2018, among Issuer, Kayne Anderson Sponsor, LLC, and Apache Midstream.

Under the Stockholders Agreement, APA Corporation, Blackstone, and ISQ will each be entitled, effective as of the Closing, to designate directors to the Issuer Board as follows: (a) Apache Midstream will have the right to designate one director for so long as Apache Midstream and its affiliates beneficially own 10% or more of the outstanding shares of Altus Common Stock; (b) ISQ will have the right to designate (i) two directors for so long as ISQ and its affiliates beneficially own 20% or more of the outstanding shares of Altus Common Stock and (ii) one director for so long as ISQ and its affiliates beneficially own 10% or more (but less than 20%) of the outstanding shares of Altus Common Stock; (c) Blackstone will have the right to designate (i) three directors for so long as Blackstone and its affiliates beneficially own 30% or more of the outstanding shares of Altus Common Stock; (ii) two directors for so long as Blackstone and its affiliates beneficially own 20% or more (but less than 30%) of the outstanding shares of Altus Common Stock; and (iii) one director for so long as Blackstone and its affiliates beneficially own 10% or more (but less than 20%) of the outstanding shares of Altus Common Stock.

Each of APA Corporation, Apache Midstream, Blackstone, and ISQ have agreed that for a period of 12 months following Closing, neither APA Corporation, Apache Midstream, Blackstone, nor ISQ or their respective affiliates may, without the Issuer's prior written consent, transfer any shares of Altus Common Stock. Additionally, so long as Apache Midstream, ISQ, or Blackstone is entitled to designate a director thereunder, Issuer may not take any action to reduce, delay, or discontinue a dividend of \$1.50 per share of Class A Common Stock per quarter, for a period of time commencing on the Closing and ending on December 31, 2023, without the prior written consent of each of Apache Midstream, ISQ, and Blackstone, as applicable.

The foregoing summary of the Stockholders Agreement does not purport to be complete and is subject to, and is qualified in its entirety by, the full text of the Stockholders Agreement, which is filed as Exhibit 99.4 to this Amendment No. 2 to Schedule 13D and is also incorporated herein by reference.

**Item 5. Interest in Securities of the Issuer.**

Item 5 is hereby amended and supplemented as follows:

Sections (a) and (b) of Item 5 are amended and restated as follows:

- (a) The Reporting Persons beneficially owned the following number of shares of Class A Common Stock, representing the following percentage ownership in the Issuer:

<u>Name of Reporting Person</u>	<u>Number of Shares Beneficially Owned</u>	<u>Percentage Ownership in the Issuer</u>
APA Corporation	13,024,758(1)	79.4%(2)
Apache Midstream	13,024,758(1)	79.4%(2)

- (1) The aggregate number of shares of Class A Common Stock that may be deemed beneficially owned by each Reporting Person is comprised of the following: (i) 365,651 shares of Class A Common Stock, (ii) 12,500,000 shares of Class A Common Stock issuable upon redemption of the Common Units beneficially owned by each Reporting Person, and (iii) 159,107 shares of Class A Common Stock issuable upon exercise of the Warrants beneficially owned by each Reporting Person.
- (2) The percentage shown is based on 16,405,567 shares of Class A Common Stock, consisting of: (i) 3,746,460 shares of Class A Common Stock outstanding as of October 18, 2021, as represented by the Issuer in the Contribution Agreement, (ii) 12,500,000 shares of Class A Common Stock issuable upon redemption of the Common Units beneficially owned by each Reporting Person, and (iii) 159,107 shares of Class A Common Stock issuable upon exercise of the Warrants beneficially owned by each Reporting Person.
- (b) As of the close of business on October 21, 2021, the number of shares of Class A Common Stock as to which each Reporting Person has:
- Sole power to vote or to direct the vote;
  - Shared power to vote or to direct the vote;
  - Sole power to dispose or to direct the disposition; or
  - Shared power to dispose or to direct the disposition.

<u>Name of Reporting Person</u>	<u>Sole Power to Vote or to Direct the Vote</u>	<u>Shared Power to Vote or to Direct the Vote</u>	<u>Sole Power to Dispose or to Direct the Disposition</u>	<u>Shared Power to Dispose or to Direct the Disposition</u>
APA Corporation	13,024,758	0	13,024,758	0
Apache Midstream	13,024,758	0	13,024,758	0

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

Item 6 is hereby amended and supplemented by incorporating herein by reference the information set forth or incorporated in Item 4 herein.

**Item 7. Material to be filed as Exhibits**

<u>Exhibit Number</u>	<u>Description of Exhibits</u>
Exhibit 99.1	Joint Filing Agreement, dated as of November 10, 2021, between APA Corporation and Apache Midstream LLC.
Exhibit 99.2	Contribution Agreement, dated as of October 21, 2021, by and among Altus Midstream Company, a Delaware corporation, Altus Midstream LP, a Delaware limited partnership, New BCP Raptor Holdco, LLC, a Delaware limited liability company, and solely for purposes of Section 5.27 and Article III, BCP Raptor Holdco, LP, a Delaware limited partnership (incorporated by reference to Exhibit 2.1 to the Issuer's Current Report on Form 8-K filed on October 21, 2021).
Exhibit 99.3	Voting and Support Agreement, dated as of October 21, 2021, by and among BCP Raptor Holdco, LP, a Delaware limited partnership, New BCP Raptor Holdco, LLC, a Delaware limited liability company, Apache Midstream LLC, a Delaware limited liability company, and solely for purposes of Section 6.1, APA Corporation, a Delaware corporation (filed herewith).
Exhibit 99.4	Amended and Restated Stockholders Agreement, dated as of October 21, 2021 and effective as of Closing (other than as described herein), by and among Altus Midstream Company, a Delaware corporation, APA Corporation, a Delaware corporation, Buzzard Midstream LLC, a Delaware limited liability company, BCP Raptor Aggregator, LP, a Delaware limited partnership, BX Permian Pipeline Aggregator LP, a Delaware limited partnership, New BCP Raptor Holdco, LLC, a Delaware limited liability company, and, solely for purposes of Section 2(a)(iv) and Section 2(a)(v), BCP Raptor Holdco, LP, a Delaware limited partnership (filed herewith).

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete, and correct.

Dated: November 10, 2021

**APA CORPORATION**

By: /s/ Ben C. Rodgers  
Name: Ben C. Rodgers  
Title: Senior Vice President, Treasurer and Midstream and Marketing

**APACHE MIDSTREAM LLC**

By: /s/ Ben C. Rodgers  
Name: Ben C. Rodgers  
Title: Senior Vice President, Treasurer and Midstream and Marketing

**Joint Filing Agreement**

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, each of the entities named below (i) agree to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto, the "**Schedule 13D**") with respect to the Class A Common Stock, \$0.0001 par value per share, of Altus Midstream Company, (ii) agree that each party hereto is responsible for the timely filing of the Schedule 13D, and for the accuracy and completeness of the information concerning such party contained therein; provided, however, that no party is responsible for the accuracy or completeness of the information concerning any other party, unless such party knows or has a reason to believe that such information is inaccurate, and (iii) agree that this Joint Filing Agreement be included as an exhibit to the Schedule 13D.

**IN WITNESS WHEREOF**, the undersigned hereby execute this Joint Filing Agreement as of November 10, 2021.

**APA CORPORATION**

By: /s/ Ben C. Rodgers  
Name: Ben C. Rodgers  
Title: Senior Vice President, Treasurer and Midstream and Marketing

**APACHE MIDSTREAM LLC**

By: /s/ Ben C. Rodgers  
Name: Ben C. Rodgers  
Title: Senior Vice President, Treasurer and Midstream and Marketing

**VOTING AND SUPPORT AGREEMENT**

This **VOTING AND SUPPORT AGREEMENT**, dated as of October 21, 2021 (this “**Agreement**”), is entered into by and among BCP Raptor Holdco, LP, a Delaware limited partnership (“**Raptor**”), New BCP Raptor Holdco, LLC, a Delaware limited liability company (“**New Raptor**”) and, together with Raptor, the “**Raptor Parties**”), Apache Midstream LLC, a Delaware limited liability company (“**Holder**”), and solely for purposes of **Section 6.1**, APA Corporation, a Delaware corporation (“**Altus Sponsor**”).

**WITNESSETH:**

WHEREAS, Raptor, New Raptor, Altus Midstream LP, a Delaware limited partnership (the “**Partnership**”), and Altus Midstream Company, a Delaware corporation (the “**Company**”), are entering into a Contribution Agreement dated as of the date of this Agreement (the “**Contribution Agreement**”) pursuant to which Raptor and its Subsidiaries and BCP Raptor Holdco GP, LLC, a Delaware limited liability company, will become wholly owned Subsidiaries of the Partnership in exchange for newly issued Partnership limited partner units (“**Altus LP Units**”) and a corresponding number of newly issued shares of Class C common stock of the Company, on the terms and subject to the conditions of the Contribution Agreement (collectively, the “**Transaction**”);

WHEREAS, Holder is the Beneficial Owner (as defined below) of such number of securities set forth under its name on **Schedule I** hereto (the “**Covered Securities**”), which Covered Securities include shares of Class A common stock, par value \$0.0001 per share, of the Company (the “**Altus Parent Class A Shares**”), shares of Class C common stock, par value \$0.0001 per share, of the Company (the “**Altus Parent Class C Shares**”), and, together with the Altus Parent Class A Shares, collectively, the “**Altus Parent Common Stock**”), Altus LP Units, and warrants to purchase Altus Parent Class A Shares;

WHEREAS, concurrently with the execution and delivery of the Contribution Agreement, and as a condition and an inducement to the Raptor Parties entering into the Contribution Agreement, Holder is entering into this Agreement with respect to the Covered Securities; and

WHEREAS, Holder is willing, subject to the limitations herein, (i) not to Transfer (as defined below) any of its Covered Securities and (ii) to vote its shares of Altus Parent Common Stock in a manner so as to facilitate consummation of the Transaction and the other transactions contemplated by the Contribution Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

**ARTICLE I**  
**GENERAL**

**1.1 Definitions.** This Agreement is the “Support Agreement” as defined in the Contribution Agreement. For purposes of this Agreement, the Company shall not be deemed an Affiliate of the Holder, and the Company and its Representatives are not Representatives of Holder. Capitalized terms used but not defined herein shall have the respective meanings set forth in the Contribution Agreement.

(a) “**Beneficially Own**” or “**Beneficial Ownership**” has the meaning assigned to such term in Rule 13d-3 under the Exchange Act, and a Person’s beneficial ownership of securities shall be calculated in accordance with the provisions of such Rule (in each case, irrespective of whether or not such Rule is actually applicable in such circumstance). For the avoidance of doubt, Beneficially Own and Beneficial Ownership shall also include record ownership of securities.

(b) “**Beneficial Owners**” shall mean Persons who Beneficially Own the referenced securities.

(c) “**Transfer**” means (i) any offer, pledge, sale, contract to sell, grant of any option, right or warrant to purchase, gift, assignment, distribution, hypothecation, pledge, encumbrance, grant of a security interest in, sale of any option or contract to purchase, purchase of any option or contract to sell, grant of any option, right, or warrant to purchase, loan or other transfer or disposition of (including through any hedging or other similar transaction) any economic, voting, or other rights in or to Covered Securities, or other transfer or disposition of, directly or indirectly, Covered Securities, (ii) entrance into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of Beneficial Ownership of Covered Securities or that results in an amount of Covered Securities subject to Article III to be less than the amount of Covered Securities subject to Article III as of the date of this Agreement or (iii) any exchange or redemption of Altus LP Units and Altus Parent Class C Shares that constitute Covered Securities for Altus Parent Class A Shares pursuant to the Partnership Organizational Documents; *provided, however*, that no transaction permitted under Section 2.1(b) shall be deemed a “**Transfer**” for purposes of this Agreement.

## ARTICLE II AGREEMENT TO RETAIN COVERED SECURITIES

### 2.1 Transfer and Encumbrance of Covered Securities.

(a) From the date of this Agreement until the earlier of (i) the Closing Date or (ii) the termination of the Contribution Agreement pursuant to and in compliance with the terms thereof (such earlier date, the “**Termination Date**”), Holder shall not, with respect to any Covered Securities Beneficially Owned by Holder, (x) Transfer any such Covered Securities or (y) deposit any such Covered Securities into a voting trust or enter into a voting agreement or arrangement with respect to such Covered Securities or grant any proxy (except as provided herein) or power of attorney with respect thereto.

(b) Notwithstanding Section 2.1(a), (i) Holder shall be free to sell in one or more registered offerings up to four (4) million shares of Company Class A Common Stock in the aggregate (and exchange Altus LP Units and Altus Parent Class C Shares for Altus Parent Class A Shares that will be sold in any such offering), provided that (A) Holder agrees to use at least \$75 million of the first proceeds from such offerings for well drilling and completion activity at the Alpine High resource play within eighteen (18) months of the closing of the earliest of any such offerings; provided, that Holder shall be credited for any reasonably documented investment by

Altus Sponsor or its Affiliates (other than the Company and its Subsidiaries) in well drilling and completion activity at the Alpine High resource play incurred after the date hereof, which credit shall reduce the foregoing \$75 million obligation dollar-for-dollar and (B) with respect to each such offering that is not an underwritten offering, Holder shall use commercially reasonable efforts to sell such shares of Class A Common Stock to no fewer than eight (8) unaffiliated Persons and (ii) Holder shall be free to exchange or redeem Altus LP Units and Altus Parent Class C Shares for Altus Parent Class A Shares pursuant to the Partnership's Organizational Documents; provided, that any such exchange or redemption prior to Closing shall be subject to the Share Settlement (as defined in the Partnership's Organizational Documents) and not the Cash Settlement (as defined in the Partnership's Organizational Documents).

(c) Any Covered Securities that are Transferred in accordance with Section 2.1(b)(i) shall not be subject to the terms and conditions of this Agreement following such Transfer and shall cease to be Covered Securities, and upon such Transfer the proxy granted by Holder in Article III with respect to such Covered Securities so Transferred in accordance with Section 2.1(b)(i) shall be automatically revoked. For the avoidance of doubt, any Altus Parent Class A Shares that are issued pursuant to Section 2.1(b)(ii) shall continue to be subject to the terms and conditions of this Agreement following such Transfer and shall continue to be Covered Securities.

**2.2 Additional Purchases; Adjustments.** Holder agrees that any shares of Altus Parent Common Stock of the Company that Holder purchases or otherwise acquires (including as a result of the exercise of the warrants exercisable for Altus Parent Class A Shares set forth under Holder's name on Schedule I hereto) or with respect to which Holder otherwise acquires voting power after the execution of this Agreement and prior to the Termination Date shall be subject to the terms and conditions of this Agreement to the same extent as if they constituted Covered Securities as of the date of this Agreement, and Holder shall promptly notify the Company of the existence of any such after acquired Covered Securities. In the event of any stock split, stock dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares or the like of the capital stock of the Company affecting the Covered Securities, the terms of this Agreement shall apply to the resulting securities and they shall be deemed to be Covered Securities.

**2.3 Unpermitted Transfers; Involuntary Transfers.** Any Transfer or attempted Transfer of any Covered Securities in violation of this Article II shall, to the fullest extent permitted by Applicable Law, be null and void *ab initio*. In furtherance of the foregoing, Holder hereby authorizes and instructs the Company to instruct its transfer agent to enter a stop transfer order with respect to all of the Covered Securities; provided that such stop transfer order shall be removed with respect to any Transfer permitted under this Agreement. If any involuntary Transfer of any of Holder's Covered Securities shall occur, the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Covered Securities subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect until the Termination Date.

**ARTICLE III**  
**AGREEMENT TO VOTE**

**3.1 Agreement to Vote.** Prior to the Termination Date, but subject to Section 3.2, Holder irrevocably and unconditionally agrees that it shall, at any meeting of the stockholders of the Company (whether annual or special and whether or not an adjourned or postponed meeting), however called, appear at such meeting or otherwise cause all of the shares of Altus Parent Common Stock that constitute Covered Securities to be counted as present at such meeting for purpose of establishing a quorum and vote, or cause to be voted at such meeting, all of the shares of Altus Parent Common Stock that constitute Covered Securities:

(a) in favor of approving any matters necessary for the consummation of the transactions contemplated by the Contribution Agreement (the “**Transaction Matters**”); and

(b) against (i) any agreement, transaction or proposal that relates to a Company Competing Proposal, without regard to the terms of such Company Competing Proposal, or any other transaction, proposal, agreement or action made in opposition to adoption of the Contribution Agreement or in competition or inconsistent with the Transaction or matters contemplated by the Contribution Agreement; (ii) any action, agreement or transaction that would reasonably be expected to result in a breach of any covenant, representation or warranty or any other obligation or agreement of the Company or any of its Subsidiaries contained in the Contribution Agreement or of Holder contained in this Agreement; (iii) any action or agreement that would reasonably be expected to result in (x) any condition to the consummation of the Transaction set forth in Article VI or Article VII of the Contribution Agreement not being fulfilled or (y) any change to the voting rights of any class of shares of capital stock of the Company (including by any amendments to the Company’s Organizational Documents other than, for the avoidance of doubt, any amendments contemplated by the Contribution Agreement); and (iv) any other action, agreement or transaction that would reasonably be expected to impede, interfere with, delay, discourage, postpone or adversely affect any of the Transaction Matters.

(c) Any attempt by Holder to vote, consent or express dissent with respect to (or otherwise to utilize the voting power of) the Covered Securities in contravention of this Section 3.1 and Section 3.2 shall be null and void *ab initio*. If Holder is the Beneficial Owner, but not the holder of record, of any shares of Altus Parent Common Stock, Holder agrees to take all actions necessary to cause the holder of record and any nominees to vote (or exercise a consent with respect to) all of such shares of Altus Parent Common Stock in accordance with this Section 3.1 and Section 3.2.

**3.2 Change in Company Recommendation.** Notwithstanding anything to the contrary herein, in the event that the Company Board makes a Company Change of Recommendation in accordance with Section 5.9(e) of the Contribution Agreement (the “**Trigger Event**”), the obligations of Holder under Section 3.1 above shall be modified such that the number of shares of Altus Parent Common Stock voted by Holder in accordance with Section 3.1 above that Holder must vote as set forth in Section 3.1(a) shall be equal to the sum of (rounded up to the nearest whole share):

(a) The number of shares of Altus Parent Common Stock that constitute Covered Securities that would represent as of the time of the Trigger Event thirty-five percent (35%) of the aggregate voting power of the outstanding shares of Altus Parent Common Stock entitled to vote thereon; *plus*

(b) The number of shares of Altus Parent Common Stock that constitute Covered Securities the aggregate voting power of which, as a percentage of the aggregate voting power of all shares of Altus Parent Common Stock that constitute Covered Securities not covered by subsection (a) of this Section 3.2, is equal to the Proportionate Percentage. The term “**Proportionate Percentage**,” for purposes of this Agreement, means the percentage of aggregate voting power with respect to all shares of Altus Parent Common Stock voted by stockholders of the Company (excluding Holder) either in favor of or against approving the Transaction Matters, voting in favor of approving the Transaction Matters. For example, if fifty percent of the total aggregate voting power with respect to all shares of Altus Parent Common Stock voted by stockholders of the Company (excluding Holder) either to approve or reject the Transaction Matters votes to approve the Transaction Matters, Holder must vote fifty percent of the aggregate voting power represented by all shares of Altus Parent Common Stock that constitute Covered Securities not covered by subsection (a) of this Section 3.2 to approve the Transaction Matters and the remaining fifty percent shall be subject to Section 3.2(c).

(c) Following a Trigger Event, Holder shall be entitled to vote any shares of Altus Parent Common Stock that constitute Covered Securities that are not covered in Section 3.2(a) or Section 3.2(b) (*i.e.*, such shares that are not subject to the voting obligations of Holder under Section 3.1) in its sole discretion with respect to the Transaction Matters, including to abstain from voting on any such matter. All other Parties to this Agreement hereby waive any claims, demands or other causes of action it may have against Holder with respect to the voting (or abstention of voting) on Transactional Matters by the Holder in accordance with the first sentence of this Section 3.2(c).

**3.3 Proxy.** Holder hereby irrevocably appoints as its proxy and attorney-in-fact, Raptor and any person designated in writing by Raptor, each of them individually, with full power of substitution and resubstitution, to consent to or vote the Covered Securities as required by Sections 3.1 and 3.2 above; *provided*, that, for the avoidance of doubt, this proxy shall be limited to the matters described in Sections 3.1 and 3.2 above and shall not apply to any other matter for which Holder is entitled to vote any shares of Altus Parent Common Stock. Holder intends this proxy to be irrevocable and unconditional during the term of this Agreement and coupled with an interest and will take such further action or execute such other instruments as may be reasonably necessary to effect the intent of this proxy, and hereby revokes any proxy previously granted by Holder with respect to the Covered Securities (and Holder hereby represents that any such proxy is revocable). The proxy granted by Holder shall be automatically revoked immediately following the conclusion of any meeting of the stockholders of the Company (whether annual or special and whether or not an adjourned or postponed meeting) concerning the Transaction Matters at which the Covered Securities have been voted as required by Sections 3.1 and 3.2 above and Raptor may further terminate this proxy at any time at its sole election by written notice provided to Holder.

#### ARTICLE IV ADDITIONAL AGREEMENTS

**4.1 Waiver of Litigation.** Holder agrees not to commence, join in, and agrees to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against any Raptor Party or the Company or any of their respective Affiliates and each of their successors or directors relating to the negotiation, execution or delivery of this

Agreement or the Contribution Agreement or the consummation of the transactions contemplated hereby or thereby, including any claim (a) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement or the Contribution Agreement (including any claim seeking to enjoin or delay the Closing) or (b) alleging a breach of any fiduciary duty of the Company Board in connection with the negotiation and entry into the Contribution Agreement or the transactions contemplated thereby, and hereby irrevocably waives any claim or rights whatsoever with respect to any of the foregoing.

**4.2 Further Assurances.** Holder agrees that from and after the date of this Agreement and until the Termination Date, Holder shall take no action that would or would reasonably be likely to materially adversely affect or delay the ability to perform its respective covenants and agreements under this Agreement. In connection with the Closing, Holder agrees to execute and deliver to the Company counterparts of all agreements reasonably necessary to consummate the Transaction (other than the Reorganization) in the manner specified in the Contribution Agreement or that are expressly contemplated to be executed by Holder in the Contribution Agreement, including the Second A&R Registration Rights Agreement and the Third A&R LP Agreement, in each case upon delivery of executed counterparts of the other parties thereto, as applicable.

**4.3 Fiduciary Duties.** Holder is entering into this Agreement solely in its capacity as the record or Beneficial Owner of the Covered Securities and nothing herein is intended to or shall limit or affect any actions taken by any of Holder's designees serving in his or her capacity as a director of the Company (or a Subsidiary of the Company). The taking of any actions (or failures to act) by Holder's designees serving as a director of the Company (in such capacity as a director) shall not be deemed to constitute a breach of this Agreement.

## **ARTICLE V REPRESENTATIONS AND WARRANTIES OF HOLDER**

**5.1 Representations and Warranties.** Holder hereby represents and warrants as follows:

(a) **Ownership.** Subject to Section 2.1(b)(i), Holder has, with respect to the Covered Securities, and at all times during the term of this Agreement will continue to have, Beneficial Ownership of, good and valid title to and full and exclusive power to vote, issue instructions with respect to the matters set forth in Article III, and agree to all of the matters set forth in this Agreement. The Covered Securities set forth under its name on Schedule I hereto constitute all of the shares of Altus Parent Common Stock owned of record or beneficially by Holder as of the date of this Agreement. Other than this Agreement and the Partnership Organizational Documents, (i) there are no agreements or arrangements of any kind, contingent or otherwise, to which Holder is a party obligating Holder to Transfer or cause to be Transferred to any person any of the Covered Securities and (ii) no Person has any contractual or other right or obligation to purchase or otherwise acquire any of the Covered Securities.

(b) **Organization; Authority.** Holder is duly organized, validly existing and in good standing under the Laws of its jurisdiction of formation and has full power and authority and is duly authorized to make, enter into and carry out the terms of this Agreement and to perform its obligations hereunder. This Agreement has been duly and validly executed and delivered by Holder and (assuming due authorization, execution and delivery by the Raptor Parties) constitutes

a valid and binding agreement of Holder, enforceable against Holder in accordance with its terms (except in all cases as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles), and no other action is necessary to authorize the execution and delivery by Holder or the performance of Holder's obligations hereunder.

(c) No Violation. The execution, delivery and performance by Holder of this Agreement will not (i) violate any provision of any Law applicable to Holder; (ii) violate any order, judgment or decree applicable to Holder or any of its Affiliates; or (iii) conflict with, or result in a breach or default under, any agreement or instrument to which Holder or any of its Affiliates is a party or any term or condition of its certificate of formation or limited liability company agreement, or certificate of incorporation or corporate bylaws, as applicable, except where such conflict, breach or default would not reasonably be expected to, individually or in the aggregate, have an adverse effect on Holder's ability to satisfy its obligations hereunder.

(d) Consents and Approvals. The execution and delivery by Holder of this Agreement does not, and the performance of Holder's obligations hereunder will not, require Holder or any of its Affiliates to obtain any consent, approval, authorization or permit of, or to make any filing with or notification to, any person or Governmental Entity, except such filings and authorizations as may be required under the Exchange Act.

(e) Absence of Litigation. To the knowledge of Holder, as of the date of this Agreement, there is no Proceeding pending against, or threatened in writing against Holder that would prevent the performance by Holder of its obligations under this Agreement or to consummate the transactions contemplated hereby or by the Contribution Agreement, including the Transaction, on a timely basis.

(f) Absence of Other Voting Agreements. Other than pursuant to Permitted Encumbrances, none of the Covered Securities is subject to any voting trust, proxy or other agreement, arrangement or restriction with respect to voting, in each case, that is inconsistent with this Agreement, except as disclosed in the Company SEC Documents and as contemplated by this Agreement. None of the Covered Securities is subject to any pledge agreement pursuant to which Holder does not retain sole and exclusive voting rights with respect to the Covered Securities subject to such pledge agreement at least until the occurrence of an event of default under the related debt instrument.

## ARTICLE VI MISCELLANEOUS

### 6.1 Other Covenants.

(a) No Solicitation. Each of Holder and Altus Sponsor agrees that it will not, and will cause its Subsidiaries and their respective officers and directors not to, and will use their respective reasonable best efforts to cause its and their other Representatives not to, directly or indirectly, take any of the actions listed in clauses (i) – (iv) of Section 5.9(b) of the Contribution Agreement (giving effect to any amendment or modification of such clauses after the date of this Agreement

approved in accordance with the Contribution Agreement). Each of Holder and Altus Sponsor shall, and shall cause its Subsidiaries and their respective officers and directors to, and shall use their respective reasonable best efforts to cause its and their other Representatives to, immediately cease, and cause to be terminated, any discussions or negotiations conducted before the date of this Agreement with any Person other than the Raptor Parties with respect to any inquiry, proposal or offer that constitutes, or would reasonably be expected to lead to, a Company Competing Proposal. In addition, each of Holder and Altus Sponsor agrees to be subject to Section 5.9(c) of the Contribution Agreement (giving effect to any amendment or modification of such section after the date of this Agreement approved in accordance with the Contribution Agreement) as if Holder or Altus Sponsor, as applicable, were “the Company” thereunder. Each of Holder and Altus Sponsor further agrees that it will not, and will cause its Affiliates not to, directly or indirectly, modify, alter or amend, or offer or agree to, directly or indirectly, modify, alter or amend, any contract with the Company or any of its Subsidiaries to facilitate a Company Competing Proposal; provided, however, that, for purposes of this sentence, Affiliates shall not include the Company or the Company Subsidiaries.

(b) **Employee Matters.** Each of Holder and Altus Sponsor agrees that it will, and will cause its Affiliates to, and will use reasonable best efforts to cause its and their Representatives to, comply with the covenants in Section 5.4(c)(xiv) and Section 5.13 of the Contribution Agreement (i) applicable to Altus Sponsor as if Holder and Altus Sponsor were parties thereto and (ii) applicable to the Company as if Holder and Altus Sponsor were “the Company” thereunder; provided, that such covenants shall only be deemed to apply in respect of the Company-Related Employees.

(c) **Compliance.** Altus Sponsor agrees that it shall cause Holder to comply with the provisions of this Agreement in all respects.

(d) **Trademark Assignment.** On or before the Closing, Altus Sponsor shall cause Apache Corporation, a Delaware corporation (“**Apache Corporation**”) to (i) execute and deliver a Trademark Assignment in substantially the form attached hereto as **Annex A** (the “**Trademark Assignment**”) pursuant to which Apache Corporation assigns to the Company certain marks listed in Exhibit A thereto, and (ii) record the fully executed Trademark Assignment in the United States Patent and Trademark Office and any applicable foreign trademark authority.

(e) **COMA.** Altus Sponsor (i) agrees that it shall, or shall cause its Affiliates to, deliver the termination notice, effective as of the Closing, contemplated by Section 9.2(b) of that certain Construction, Operations and Maintenance Agreement, dated as of November 9, 2018, by and between Apache Corporation and the Company (the “**COMA**”) and shall cause the termination of the April 23, 2019 letter from Apache Corporation to the Company regarding Waiver of Direct G&A Costs Under the Construction, Operations, and Maintenance Agreement (together with the COMA, the “**COMA Documents**”) effective as of the Closing, and subsequent to such termination, neither the Company, the Partnership nor any of their respective Subsidiaries shall have any liability under the COMA Documents except for unpaid fees incurred by the Company, the Partnership or any of their respective Subsidiaries for services performed by Altus Sponsor, Apache Corporation, or their respective Affiliates prior to the Closing, and (ii) acknowledges and agrees that, from and after the Closing, the provisions of Section 5.13 and Section 5.15 of the Contribution Agreement will supersede any prior agreement or understanding under the COMA Documents with respect to the matters contemplated by Section 5.13 and Section 5.15 of the Contribution Agreement.

**6.2 Termination.** This Agreement, and all obligations of any party pursuant to this Agreement, shall terminate on the Termination Date and this Agreement shall become void and of no further force or effect. Neither the provisions of this Section 6.2 nor the termination of this Agreement shall relieve any party hereto from any liability to any other party arising out of or in connection with a Knowing and Intentional Breach of this Agreement. Nothing in the Contribution Agreement shall relieve Holder or Altus Sponsor from any liability arising out of or in connection with a Knowing and Intentional Breach of this Agreement.

**6.3 Notices.** All notices, requests and other communications to any party under, or otherwise in connection with, this Agreement shall be in writing and shall be deemed to have been duly given (a) if delivered in person; (b) if transmitted by electronic mail ("e-mail") (but only if confirmation of receipt of such e-mail is requested and received; provided, that each notice party shall use reasonable best efforts to confirm receipt of any such email correspondence promptly upon receipt of such request); or (c) if transmitted by national overnight courier, in each case as addressed as follows:

if to Holder or Altus Sponsor, to:

Apache Midstream LLC  
One Post Oak Central, 2000 Post Oak Blvd., Suite 100  
Houston, Texas 77056  
Attention: Ben C. Rodgers  
E-mail: ben.rodgers@apachecorp.com

*With a copy (which shall not constitute notice) to:*

Bracewell LLP  
711 Louisiana Street, Suite 2300  
Houston, Texas 77002  
Attention: Jason Jean  
E-mail: jason.jean@bracewell.com

*and to:*

Apache Midstream LLC  
One Post Oak Central, 2000 Post Oak Blvd., Suite 100  
Houston, Texas 77056  
Attention: Legal Department

and, if to a Raptor Party, to:

BCP Raptor Holdco, LP  
2700 Post Oak Blvd., Suite 300  
Houston, Texas  
Attention: General Counsel  
E-mail: contractadmin@eagleclawmidstream.com

*With copies (which shall not constitute notice) to:*

Vinson & Elkins L.L.P.  
1001 Fannin, Suite 2500  
Houston, Texas 77002  
Attention: Keith Fullenweider; Douglas E. McWilliams  
E-mail: kfullenweider@velaw.com; dmcwilliams@velaw.com

**6.4 Amendment; Waiver.**

(a) This Agreement shall not be amended or modified except by written instrument duly executed by each of the parties.

(b) No waiver of any term or provision of this Agreement shall be effective unless in writing, signed by the party against whom enforcement of the same is sought. The grant of a waiver in one instance does not constitute a continuing waiver in any other instances. No failure by any party to exercise, and no delay by any party in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof

**6.5 Counterparts; Signatures.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Each party acknowledges that it and the other parties may execute this Agreement by facsimile or pdf signature. Each party expressly adopts and confirms each such facsimile or pdf signature made in its respective name as if it were a manual signature, agrees that it will not assert that any such signature is not adequate to bind such party to the same extent as if it were signed manually, and agrees that at the reasonable request of the other parties at any time it will as promptly as reasonably practicable cause this Agreement to be manually executed (any such execution to be as of the date of the initial date thereof).

**6.6 Assignment and Binding Effect.** No party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of the other parties, and any such attempted assignment, delegation or transfer shall be void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors, permitted transferees and permitted assigns. Except as expressly set forth in the prior sentence, (a) none of the provisions of this Agreement shall be for the benefit of or enforceable by any third party, including any creditor of any party hereto or any of their Affiliates and (b) no such third party shall obtain any right under any provision of this Agreement or shall by reasons of any such provision make any claim in respect of any liability (or otherwise) against any other party hereto.

**6.7 Entire Agreement.** This Agreement (including the schedule hereto) and the provisions incorporated by reference herein from the Contribution Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, understandings, writings, commitments and conversations between the parties with respect to such subject matter. No agreements or understandings exist among the parties other than those set forth or referred to herein.

**6.8 Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances or in jurisdictions other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby or thereby, as the case may be, is not affected in any manner adverse to any party. Upon such determination, such provision shall be construed by limiting and reducing it so that such provision is valid, legal, and fully enforceable while preserving to the greatest extent permissible the original intent of the parties; the remaining terms and conditions of this Agreement shall not be affected by such alteration.

**6.9 No Partnership, Agency or Joint Venture.** This Agreement is intended to create, and creates, a contractual relationship and is not intended to create, and does not create, any agency, partnership, joint venture, any like relationship between the parties hereto or a presumption that the parties are in any way acting in concert or as a group with respect to the obligations or the transactions contemplated by this Agreement.

**6.10 Governing Law; Venue; Waiver of Jury Trial.**

(a) THIS AGREEMENT, AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT) THAT MAY BE BASED UPON, ARISE OUT OF RELATE TO THIS AGREEMENT, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF.

(b) EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, RELATING TO OR RESULTING FROM THIS AGREEMENT, OR THE CONTEMPLATED TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.10.

(c) THE PARTIES HEREBY AGREE THAT ANY PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER RELATING TO, ARISING OUT OF OR RESULTING FROM OR IN CONNECTION WITH, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE BROUGHT IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE OR IF SUCH COURT DOES NOT HAVE JURISDICTION, IN ANY FEDERAL COURT WITHIN THE STATE OF DELAWARE ONLY, AND THAT ANY CAUSE OF ACTION RELATING TO, ARISING OUT OF OR RESULTING FROM THIS AGREEMENT SHALL BE DEEMED TO HAVE ARISEN FROM A TRANSACTION OF BUSINESS IN THE STATE OF DELAWARE. EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH PROCEEDING THAT IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO AGREES THAT A JUDGMENT IN ANY SUCH ACTION MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(d) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any Proceeding by the delivery of a copy thereof in accordance with the provisions of Section 6.3 or in such other manner as may be permitted by law.

**6.11 Expenses.** All fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees or expenses, whether or not the Transaction Matters are consummated.

**6.12 Non-Recourse.** This Agreement may only be enforced against, and any claims or cause of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the entities that are expressly identified as parties hereto and no past, present or future Affiliate, director, officer, employee, incorporator, member, manager, partner, stockholder, agent, attorney or representative of any party hereto shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

**6.13 Injunctive Relief.** The parties agree that irreparable damage, for which monetary damages would not be an adequate remedy, would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached by the parties. Prior to the termination of this Agreement pursuant to Section 6.2, it is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions, or any other appropriate form of specific performance or equitable relief, to prevent breaches of this

Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction, in each case in accordance with this Section 6.13, this being in addition to any other remedy to which they are entitled under the terms of this Agreement at Applicable Law or in equity. Each party accordingly agrees (a) the non-breaching party will be entitled to seek injunctive and other equitable relief, without proof of actual damages; and (b) the alleged breaching party will not raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such party under this Agreement and will not plead in defense thereto that there are adequate remedies under Applicable Law, all in accordance with the terms of this Section 6.13. Each party further agrees that no other party or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 6.13, and each party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. If prior to the Outside Date, any party hereto brings a Proceeding to enforce specifically the performance of the terms and provisions hereof by any other party, the Outside Date shall automatically be extended by such other time period established by the court presiding over such Proceeding.

**6.14 No Ownership Interest.** Nothing contained in this Agreement shall be deemed to vest in either Raptor Party any direct or indirect ownership or incidence of ownership of or with respect to the Covered Securities. All rights, ownership and economic benefits of and relating to the Covered Securities shall remain vested in and belong to Holder, and the Raptor Parties shall not have any authority to manage, direct, restrict, regulate, govern or administer any of the policies or operations of the Company or exercise any power or authority to direct Holder in the voting or disposition of any Covered Securities, except as otherwise expressly provided herein.

**6.15 Disclosure.** Holder consents to and authorizes the publication and disclosure by the Company and the Raptor Parties of Holder's identity and holding of Covered Securities, and the terms of this Agreement (including, for avoidance of doubt, the disclosure of this Agreement), in any press release, the Proxy Statement, any filings on Schedule 13D under the Exchange Act and any other disclosure document required in connection with the Contribution Agreement and the Transaction Matters.

**6.16 Interpretation.** The parties have participated jointly in negotiating and drafting this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. When a reference is made in this Agreement to Articles or Sections, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." As used in this Agreement, the "knowledge" of Holder means the actual knowledge of any officer of Holder after due inquiry.

**6.17 Waiver of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NO PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY UNRECOVERABLE DAMAGES (WHICH, FOR CLARITY, SHALL HAVE THE MEANING ASCRIBED TO SUCH TERM IN THE CONTRIBUTION AGREEMENT).

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed or caused this Agreement to be executed in counterparts, all as of the day and year first above written.

**APACHE MIDSTREAM LLC**

By: /s/ Stephen J. Riney  
Name: Stephen J. Riney  
Title: Executive Vice President and Chief Financial Officer

**BCP RAPTOR HOLDCO, LP**

By: /s/ Jamie Welch  
Name: Jamie Welch  
Title: Chief Executive Officer, President and Chief Financial Officer

**NEW BCP RAPTOR HOLDCO, LLC**

By: /s/ Jamie Welch  
Name: Jamie Welch  
Title: Chief Executive Officer, President and Chief Financial Officer

And solely for purposes of Section 6.1:

**APA CORPORATION**

By: /s/ Stephen J. Riney  
Name: Stephen J. Riney  
Title: Executive Vice President and Chief Financial Officer

*[Signature Page to the Voting and Support Agreement]*

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**Schedule I**

**Number of Shares Beneficially Owned**

**Apache Midstream LLC:**

Altus Parent Class A Shares: 365,651

Altus Parent Class C Shares: 12,500,000

Warrants to purchase 159,107 Altus Parent Class A Shares

Altus LP Units: 12,500,000

**AMENDED AND RESTATED  
STOCKHOLDERS AGREEMENT**

This **AMENDED AND RESTATED STOCKHOLDERS AGREEMENT** (this “**Agreement**”), dated as of October 21, 2021, is entered into by and among Altus Midstream Company, a Delaware corporation (the “**Corporation**”), APA Corporation, a Delaware corporation (“**APA Corporation**”), Apache Midstream LLC, a Delaware limited liability company (“**Apache Midstream**”), Buzzard Midstream LLC, a Delaware limited liability company and controlled Affiliate of ISQ Global Infrastructure Fund II L.P. (“**ISQ**”), BCP Raptor Aggregator, LP, a Delaware limited partnership and controlled Affiliate of Blackstone Capital Partners VII L.P. and Blackstone Energy Partners II L.P. (“**BX Aggregator**”), BX Permian Pipeline Aggregator LP, a Delaware limited partnership and controlled Affiliate of Blackstone Capital Partners VII L.P. and Blackstone Energy Partners II L.P. (“**BX Permian**”), New BCP Raptor Holdco, LLC, a Delaware limited liability company (“**New Raptor**”), and solely for purposes of Section 2(a)(iv) and Section 2(a)(v), BCP Raptor Holdco, LP, a Delaware limited partnership (“**Raptor**”). Each of the Corporation, APA Corporation, Apache Midstream, ISQ, BX Aggregator, BX Permian and New Raptor is sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, the Corporation, Apache Midstream and Kayne Anderson Sponsor, LLC, a Delaware limited liability company (“**Kayne Anderson**”), previously entered into that certain Stockholders Agreement dated as of November 9, 2018 (the “**Existing Stockholders Agreement**”), pursuant to which, among other things, Apache Midstream and its Affiliates have certain Board designation rights;

WHEREAS, pursuant to the terms thereof, the Existing Stockholders Agreement has terminated with respect to Kayne Anderson;

WHEREAS, the current parties to the Existing Stockholders Agreement desire to amend and restate the Existing Stockholders Agreement in its entirety as provided herein; and

WHEREAS, in connection with the transactions (the “**Business Combination**”) contemplated by that certain Contribution Agreement, dated as of the date hereof, by and among the Corporation, Altus Midstream LP, a Delaware limited partnership, BCP Raptor Holdco, LP, a Delaware limited partnership, and New Raptor (the “**Contribution Agreement**”), the Corporation, APA Corporation, Apache Midstream, BX Aggregator, BX Permian, ISQ and New Raptor are entering into this Agreement, effective concurrently with the Closing (as defined below), to set forth certain understandings among themselves following the Closing.

NOW, THEREFORE, in consideration of the promises and of the mutual consents and obligations hereinafter set forth, the Parties hereby agree as follows:

Section 1. Definitions; Interpretation.

(a) Definitions. As used herein, the following terms shall have the following respective meanings:

“**Affiliate**” means (a) with respect to any Person, other than an individual, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person (solely for purposes of Section 20, including any principal, member, director, partner, stockholder, officer, employee or other representative of any of the foregoing) and (b) as to any individual, (i) any member of the immediate family of an individual Stockholder, including parents, siblings, spouse, and children (including those by adoption) of such individual Stockholder, and, in any such case, any trust whose primary beneficiary is such individual Stockholder or one or more members of such individual Stockholder’s immediate family or such individual Stockholder’s lineal descendants, (ii) the legal representative or guardian of such individual Stockholder or of any such immediate family member in the event such individual Stockholder or any such immediate family member becomes mentally incompetent, and (iii) any Person controlling, controlled by, or under common control with, such individual Stockholder. As used in this definition, the term “control,” (and its correlative terms) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise. For purposes of this Agreement other than Section 20, (i) the Corporation shall not constitute an Affiliate of any other Party and (ii) no Party shall be deemed to be an Affiliate of another Party solely by reason of the execution and delivery of this Agreement or the Registration Rights Agreement.

“**Agreement**” has the meaning set forth in the Preamble.

“**Altus Dividend**” means the dividend as set forth on Schedule 1 hereto.

“**APA Corporation**” has the meaning set forth in the Preamble.

“**Apache**” means Apache Midstream and any Permitted Transferee to whom the rights and obligations of “Apache” have been assigned in compliance with Section 11(b).

“**Apache Director**” has the meaning set forth in Section 2(a)(i).

“**Apache Midstream**” has the meaning set forth in the Recitals.

“**BX Aggregator**” has the meaning set forth in the Preamble.

“**BCP Sponsors**” has the meaning set forth in Section 20(b).

“**Beneficial Owner**” means, with respect to any security, any Person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares (a) voting power, which includes the power to vote, or to direct the voting of, such security or (b) investment power, which includes the power to dispose, or to direct the disposition of, such security; *provided, however*, that (i) the Shares underlying the Warrants shall be deemed to not be Beneficially Owned by any Person for purposes of calculating Beneficial Ownership pursuant to Section 2 and Section 6 until such time as such Warrants are exercised in accordance with their terms and (ii) for purposes of Section 2 only, any shares issued by the Corporation in any primary issuance that occurs on a date between the date of this Agreement and December 31, 2022 shall not be considered outstanding until the day following the Corporation’s annual meeting that occurs in the 2023 calendar year. The terms “**Beneficially Own**” and “**Beneficial Ownership**” will have correlative meanings. For the avoidance of doubt, for purposes of this Agreement, no Stockholder shall be deemed to Beneficially Own the Shares of another Stockholder, solely due to the fact that such Shares are subject to this Agreement.

“**Blackstone**” means BX Aggregator and any Permitted Transferee to whom the rights and obligations of “Blackstone” have been assigned in compliance with Section 11(b).

“**Blackstone Directors**” has the meaning set forth in Section 2(a)(iii).

“**Board**” means the board of directors of the Corporation.

“**Business Combination**” has the meaning set forth in the Recitals.

“**BX Permian**” has the meaning set forth in the Preamble.

“**Change of Control**” means any transaction or series of related transactions, however structured, the result of which is that any “person” or “group” (within the meaning of Sections 13(d) or 14(d)(2) of the Exchange Act), other than any Stockholder and its Affiliates, acquires Beneficial Ownership of more than fifty percent (50%) of the voting stock of the Corporation, measured by voting power rather than number of shares, units or the like.

“**Class A Common Stock**” means the Class A common stock, par value \$0.0001 per share, of the Corporation.

“**Class C Common Stock**” means the Class C common stock, par value \$0.0001 per share, of the Corporation.

“**Closing**” means the closing of the Business Combination.

“**Closing Date**” means the date of the closing of the Business Combination.

“**Common Stock**” means (a) the Class A Common Stock, (b) the Class C Common Stock and (c) any capital stock of the Corporation into which such Common Stock may hereafter be changed or for which such Common Stock may be exchanged, and shall also include any Common Stock of the Corporation of any class hereafter authorized.

“**Confidential Information**” has the meaning set forth in Section 25.

“**Contribution Agreement**” has the meaning set forth in the Recitals.

“**Corporation**” has the meaning set forth in the Preamble.

“**Covered Related Party Transaction**” means any transaction for which disclosure would be required pursuant to Item 404(a) of Regulation S-K under the Exchange Act, but with all references to (a) “registrant” being deemed to be references to “the Corporation”, (b) “any related person” being deemed to be references to “the Stockholder (or the Affiliate of the Stockholder) entering into the transaction in question” and (c) “\$120,000” being deemed to be references to “\$5,000,000”. Notwithstanding the foregoing, any transaction (y) contemplated by the Contribution Agreement, the LPA or any other Ancillary Agreement (as defined in the

Contribution Agreement), or (z) entered into prior to the date of this Agreement shall, in each case, be deemed to not be a Covered Related Party Transaction; *provided, however*, that any amendment, waiver, consent or election by the Corporation or its controlled Affiliates after the date hereof in respect of any transaction that is the subject of foregoing clause (y) or (z) shall be deemed a Covered Related Party Transaction.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Existing Stockholders Agreement**” has the meaning set forth in the Recitals.

“**I Squared**” means ISQ and any Permitted Transferee to whom the rights and obligations of “I Squared” have been assigned in compliance with Section 11(b).

“**I Squared Directors**” has the meaning set forth in Section 2(a)(ii).

“**Identified Person**” has the meaning set forth in Section 20(c).

“**Independent Director**” has the meaning set forth in Section 2(a)(iv).

“**ISQ**” has the meaning set forth in the Preamble.

“**Joinder Agreement**” has the meaning set forth in Section 3(a).

“**Kayne Anderson**” has the meaning set forth in the Recitals.

“**LPA**” means the Third Amended and Restated Agreement of Limited Partnership of Altus Midstream LP, dated as of the date hereof, as it may be amended, restated, supplemented and otherwise modified from time to time.

“**National Securities Exchange**” means the principal national securities exchange on which the Class A Common Stock is then listed for trading.

“**New Raptor**” has the meaning set forth in the Preamble.

“**Non-Employee Directors**” has the meaning set forth in Section 20(b).

“**Opt-Out Notice**” has the meaning set forth in Section 24(d).

“**Permitted Transferee**” means, in respect of a Stockholder, any Affiliate of such Stockholder.

“**Person**” means any individual, corporation, firm, partnership, joint venture, limited liability company, estate, trust, business association, organization, any court, administrative agency, regulatory body, commission or other governmental authority, board, bureau or instrumentality, domestic or foreign and any subdivision thereof or other entity, and also includes any managed investment account.

“**Recipient Parties**” has the meaning set forth in Section 24.

“**Registration Rights Agreement**” means that certain Second Amended and Restated Registration Rights Agreement, dated as of the date hereof, by and among the Corporation, Apache Midstream, ISQ, BX Aggregator, BX Permian, New Raptor and the other Persons party thereto.

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Shares**” means the shares of Common Stock of the Corporation.

“**Stockholders**” means each of APA Corporation, Apache Midstream, ISQ, BX Aggregator, BX Permian, New Raptor and any Person who becomes a Stockholder pursuant to Section 3(a) as a result of a Transfer from a Stockholder.

“**Subject Opportunity**” has the meaning set forth in Section 20(a).

“**Subject Securities**” means (a) Shares and Units Beneficially Owned by (x) APA Corporation, if any, and Apache Midstream immediately following the Closing, (y) BX Aggregator, BX Permian, ISQ and New Raptor immediately following the Closing and (z) a Permitted Transferee to whom any such Shares or Units set forth in the foregoing clause (x) and (y) are transferred in accordance with Section 3, (b) shares of Class A Common Stock that may be received at a later date upon the redemption or exchange of any Units and shares of Class C Common Stock covered by clause (a), (c) the Warrants Beneficially Owned by Apache Midstream immediately following the Closing and (d) shares of Class A Common Stock that may be received at a later date upon the exercise of Warrants covered by clause (c).

“**Transfer**” has the meaning set forth in Section 3(a).

“**Units**” has the meaning given to such term in the LPA as of the date hereof.

“**Warrants**” means the warrants exercisable for shares of Class A Common Stock.

Any capitalized term used in any Section of this Agreement that is not defined in this Section 1 shall have the meaning ascribed to it in such other Section or as otherwise defined herein.

(b) Rules of Construction. The headings and captions herein are inserted for convenience of reference only and are not intended to govern, limit, or aid in the construction of any term or provision hereof. The Parties recognize that this Agreement is the product of the joint efforts of the Parties. It is the intention of the Parties that every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party (notwithstanding any rule of law requiring an agreement to be strictly construed against the drafting party), it being understood that the Parties are sophisticated and have had adequate opportunity and means to retain counsel to represent their interests and to otherwise negotiate the provisions of this Agreement. Further, unless the context requires otherwise:

(i) terms defined in Section 1 or elsewhere in this Agreement have the meanings assigned to them in that Section for purposes of this Agreement;

(ii) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter;

(iii) references to Sections (other than in connection with laws) refer to Sections, respectively, of this Agreement unless otherwise indicated by the context thereof;

(iv) the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to any particular Section;

(v) “include,” “includes,” and “including” mean “include, without limitation,” “includes, without limitation,” and “including, without limitation,” respectively;

(vi) terms defined herein include the plural as well as the singular;

(vii) “or” is not exclusive;

(viii) all references to “\$” and dollars shall be deemed to refer to United States currency unless otherwise specifically provided;

(ix) if a provision or defined term is incorporated into this Agreement by referencing another contract and such contract is terminated, such termination shall have no effect on such provision or defined term as used in this Agreement; and

(x) the serial comma is sometimes included and sometimes omitted. Its inclusion or omission shall not affect the interpretation of any phrase.

## Section 2. Board of Directors.

(a) Designation of Directors. Following the Closing Date:

(i) Apache shall have the right to designate to the Board one (1) director for so long as Apache and its Affiliates Beneficially Own 10% or more of the outstanding Shares (the director designated by Apache, the “**Apache Director**”);

(ii) I Squared shall have the right to designate to the Board (A) two (2) directors for so long as I Squared and its Affiliates Beneficially Own 20% or more of the outstanding Shares and (B) one (1) director for so long as I Squared and its Affiliates Beneficially Own 10% or more but less than 20% of the outstanding Shares (the directors designated by I Squared, the “**I Squared Directors**”); and

(iii) Blackstone shall have the right to designate to the Board on the Closing Date (A) three (3) directors for so long as Blackstone and its Affiliates Beneficially Own 30% or more of the outstanding Shares, (B) two (2) directors for so long as Blackstone and its Affiliates Beneficially Own 20% or more but less than 30% of the outstanding Shares and (C) one (1) director for so long as Blackstone and its Affiliates Beneficially Own 10% or more but less than 20% of the outstanding Shares (the directors designated by Blackstone, the “**Blackstone Directors**”).

(iv) Apache shall have the one-time right to designate to the Board on the Closing Date two (2) directors who qualify as independent under the listing rules of the National Securities Exchange (each an “**Independent Director**”); provided, that Raptor shall be entitled to reject one such proposed designee and, in the event of such rejection, Apache shall have the right to designate an alternative Independent Director.

(v) Blackstone shall have the one-time right to designate to the Board on the Closing Date two (2) Independent Directors; provided, that Apache shall be entitled to reject one such proposed designee and, in the event of such rejection, Blackstone shall have the right to designate an alternative Independent Director.

(b) Chairperson of the Board. Blackstone shall have the right to designate a Blackstone Director as the Non-Executive Chairperson of the Board until the earlier of December 31, 2024 and such time as Blackstone is no longer entitled to designate pursuant to Section 2(a)(iii).

(c) Election of Directors. The Corporation shall take all necessary action to cause all individuals designated pursuant to Section 2(a) to be included in the slate of nominees recommended by the Board (or any authorized committee thereof) to the Corporation's stockholders for election as directors at each annual meeting of the stockholders of the Corporation (or in connection with any election by written consent) and the Corporation shall use reasonable best efforts to cause the election of each such designee, including nominating each such individual to be elected as a director of the Corporation, recommending such individual's election and soliciting proxies in favor of the election of such designee.

(d) Replacement of Directors. If at any time Apache, I Squared or Blackstone has designated fewer than the total number of individuals that Apache, I Squared or Blackstone, as applicable, is then entitled to designate pursuant to this Section 2, or in the event that a vacancy is created at any time by the death, disability, retirement, resignation, disqualification, removal (with or without cause) or failure to be elected at an annual or special meeting of the stockholders of an Apache Director, I Squared Director or Blackstone Director designated pursuant to this Section 2 (which, for the avoidance of doubt, does not include the Independent Directors appointed by Apache or Blackstone pursuant to this Section 2), then Apache, I Squared or Blackstone, as applicable depending on whether such vacancy or vacancies relate to an Apache Director, I Squared Director or Blackstone Director, shall have the right to designate such additional individuals or replacements to fill such vacancy or vacancies so long as the total number of persons that will serve on the Board immediately thereafter pursuant to Section 2(a) as designees of Apache, I Squared or Blackstone, as applicable, will not exceed the total number of persons Apache, I Squared or Blackstone, as applicable, is entitled to designate pursuant to Section 2(a) on the date of such designation. In any such case, the Corporation shall promptly take all necessary action to effect the appointment of such additional or replacement designee(s), and the Board or authorized committee thereof shall promptly appoint such designee to the Board. The Corporation shall not reduce the size of the Board if the effect thereof would deny any Party its designation rights provided in Section 2(a).

(e) Laws and Regulations. Nothing in this Section 2 shall be deemed to require that any Party, or any Affiliate thereof, act or be in violation of any applicable provision of law, regulation, legal duty (including fiduciary duty) or requirement, or rule of any National Securities Exchange.

(f) Reimbursement of Expenses. The Corporation shall reimburse the directors designated pursuant to this Section 2 for all reasonable out-of-pocket expenses incurred in connection with their attendance at meetings of the Board and any committees thereof, including travel, lodging and meal expenses, but the directors designated pursuant to Section 2(a)(i), (ii), and (iii) shall not be entitled to receive compensation for service as directors of the Corporation. In addition, the Independent Directors shall be entitled to receive additional compensation as determined by the Board.

(g) Indemnity Agreements. Simultaneously with any person designated in accordance with this Agreement becoming a director, the Corporation shall execute and deliver to each such director a customary director indemnification agreement dated the date such director becomes a director of the Corporation.

### Section 3. Lockup and Transfer Restrictions.

(a) For twelve (12) months following the Closing Date, no Stockholder shall, without the prior written consent of the Corporation, (i) offer, pledge, sell, contract to sell, grant any option, right or warrant to purchase, give, assign, distribute (including to any limited partners), hypothecate, pledge, encumber, grant a security interest in, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of (including through any hedging or other similar transaction) any economic, voting or other rights in or to Subject Securities, or otherwise transfer or dispose of, directly or indirectly, Subject Securities or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of Beneficial Ownership of Subject Securities (any such transaction described in clause (i) or (ii) above, a “**Transfer**”). Notwithstanding the foregoing, the restrictions set forth in this Section 3(a) shall not apply to (A) a Transfer pursuant to a Change of Control or (B) a Transfer by a Stockholder to any of its Affiliates otherwise in compliance with this Agreement; *provided, however*, that (i) any such Affiliate must agree in writing to be bound by Section 3 of this Agreement (and any related section of this Agreement) by execution of a Joinder Agreement in the form attached hereto as Exhibit A (“**Joinder Agreement**”) (which such execution shall be deemed, for all purposes, to be the execution of this Agreement), with such transferee being deemed to be such transferor Stockholder and a Party for purposes of Section 3 of this Agreement (and any related section of this Agreement) and (ii) the Corporation is provided with an executed copy of the Joinder Agreement.

(b) Notwithstanding Section 3(a), APA Corporation and Apache Midstream shall be free to engage in any Permitted Apache Offering (as defined in the Registration Rights Agreement) during the Apache Priority Window (as defined in the Registration Rights Agreement).

(c) For the avoidance of doubt, the redemption or exchange of Units for shares of Class A Common Stock pursuant to the terms of the LPA (and corresponding cancellations of shares of Class C Common Stock) shall not be deemed to be a Transfer under this Section 3; *provided* for the avoidance of doubt that any shares of Class A Common Stock issued pursuant to such redemption or exchange shall be subject to the restrictions in this Section 3.

Section 4. Directors' and Officers' Insurance.

The Corporation shall maintain directors' and officers' liability insurance covering the Corporation's and its subsidiaries' directors and officers and issued by reputable insurers, with appropriate policy limits, terms, and conditions (including "tail" insurance if necessary or appropriate). The provisions of this Section 4 are intended to be for the benefit of, and will be enforceable by, each indemnified party, his or her heirs, and his or her representatives and are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have by contract or otherwise.

Section 5. Effectiveness.

(a) This Agreement shall become effective immediately prior to, and conditioned upon, the Closing. If the Closing does not occur, the Existing Stockholders Agreement shall be deemed to be in effect without any further action by the parties thereto.

(b) Notwithstanding the foregoing clause (a), the provisions in Section 23 shall be effective as of the date hereof. All obligations under Section 23 shall terminate upon the termination of the Contribution Agreement.

Section 6. Duration of Agreement.

This Agreement shall terminate automatically as to an individual Stockholder (a) upon the written agreement of such Stockholder and the Corporation or (b) upon the later of (i) twelve (12) months from the Closing Date and (ii) when such Stockholder (including any Affiliate of such Stockholder) ceases to Beneficially Own at least 10% of the outstanding Shares; *provided, however*, that Section 20 shall survive the termination of this Agreement.

Section 7. Governing Law.

(a) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to the principles of conflicts of law.

(b) The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Delaware and the federal courts of the United States of America located in the State of Delaware, over any dispute between the Parties arising out of this Agreement, and the Parties irrevocably agree that all such claims in respect of such dispute shall be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such dispute arising out of this Agreement brought in such court or any defense of inconvenient forum for the maintenance of such dispute. The Parties agree that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Should any term or provision of this Agreement for any reason be declared invalid or unenforceable, such decision shall not affect the validity or enforceability of any of the other terms or provisions of this Agreement, which other terms and provisions shall remain in full force and effect and the application of such invalid or unenforceable term or provision to Persons

or circumstances other than those as to which it is held invalid or unenforceable shall be valid and be enforced to the fullest extent permitted by law. If a final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the Parties agree that the court making such determination shall have the power to limit such term or provision, to delete specific words or phrases or to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and that this Agreement shall be valid and enforceable as so modified.

(d) EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 8. Stock Dividends, Etc.

The provisions of this Agreement shall apply to any and all Shares and to any and all shares of capital stock of the Corporation or any successor or assignee of the Corporation (whether by merger, consolidation, sale of assets, or otherwise) which may be issued in respect of, in exchange for or in substitution for the Shares, by reason of any stock dividend, split, reverse split, combination, recapitalization, reclassification, merger, consolidation, or otherwise in such a manner and with such appropriate adjustments as to reflect the intent and meaning of the provisions hereof and so that the rights, privileges, duties, and obligations hereunder shall continue with respect to the capital stock of the Corporation as so changed.

Section 9. No Third-Party Benefit.

This Agreement (a) is for the sole benefit of the Parties hereto and (b) is not intended to benefit any other Person. No Person that is not a Party to this Agreement may enforce any part of this Agreement or rely upon any data or information disclosed or developed pursuant to this Agreement.

Section 10. Amendments.

(a) No amendment, supplement, or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby.

(b) If a provision or a defined term incorporated by reference into this Agreement is amended, supplemented, or modified in the agreement from which such provision or defined term is incorporated, such amendment, supplement, or modification shall have no effect on such provision or defined term as used in this Agreement unless such amendment, supplement, or modification is approved as provided in this Section 10.

Section 11. Assignment.

(a) Except as expressly required by Section 3 in connection with a Transfer by a Stockholder to an Affiliate who executes a Joinder Agreement or Section 11(b), no Party shall assign the rights and obligations contained in this Agreement without the prior written consent of each other Person then-party to this Agreement, and any such action without the required consent shall be void *ab initio*.

(b) Notwithstanding Section 11(a), any Person who is Apache, Blackstone or I Squared as of the time of determination shall be permitted to assign the rights (but only with all related obligations) of Apache, Blackstone or I Squared, as applicable, under Section 2 and Section 21 (and any related section of this Agreement) to its Permitted Transferee that agrees in writing to be bound by this Agreement by execution of a Joinder Agreement (which such execution shall be deemed, for all purposes, to be the execution of this Agreement) and the Corporation is provided with an executed copy of the Joinder Agreement and is notified of the change in Apache, Blackstone or I Squared, as applicable. For the avoidance of doubt, only one Person shall be Apache, only one Person shall be Blackstone and only one Person shall be I Squared under this Agreement at any given time.

(c) This Agreement shall bind and inure to the benefit of the Parties and any permitted successors or assigns to the original Parties to this Agreement, but such assignment shall not relieve any Party of any obligations hereunder.

#### Section 12. Notices.

Any notice, designation, demand, request, including a request for consent under this Agreement, and other communication required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been duly given or made if (a) delivered personally, (b) transmitted by first class registered or certified mail, postage prepaid, return receipt requested, (c) delivered by prepaid overnight courier service or (d) delivered by confirmed facsimile transmission or electronic mail to a Party at the following addresses (or at such other addresses as shall be specified by a Party by similar notice):

In the case of notice to the Corporation, to:

Altus Midstream Company  
2000 Post Oak Blvd., Suite 100  
Houston, Texas 77056  
Attention: Ben C. Rodgers  
E-mail: ben.rodgers@apachecorp.com

With a copy to (which copy shall not constitute notice):

Bracewell LLP  
711 Louisiana Street, Suite 2300  
Houston, Texas 77002  
Attention: Jason Jean  
E-mail: jason.jean@bracewell.com  
Facsimile: (713) 437-5338

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and to:

Apache Midstream LLC  
2000 Post Oak Blvd., Suite 100  
Houston, Texas 77056  
Attention: Legal Department

In the case of notice to Apache, APA Corporation or Apache Midstream, to:

Apache Midstream LLC  
One Post Oak Central, 2000 Post Oak Blvd., Suite 100  
Houston, Texas 77056  
Attention: Ben C. Rodgers  
E-mail: ben.rodgers@apachecorp.com

With copies to (which copies shall not constitute notice):

Apache Legal  
2000 Post Oak Blvd., Suite 100  
Houston, Texas 77056  
Attention: General Counsel  
Facsimile: (713) 296-6459

and

Bracewell LLP  
711 Louisiana Street, Suite 2300  
Houston, Texas 77002  
Attention: Jason Jean  
Email: jason.jean@bracewell.com

In the case of notice to Blackstone, BX Aggregator or BX Permian, to:

Blackstone Management Partners L.L.C.  
345 Park Avenue  
New York, NY 10154  
Attention: David Foley  
Email: foley@blackstone.com

With a copy to (which copy shall not constitute notice):

Vinson & Elkins L.L.P.  
1001 Fannin Street  
Houston, Texas 77002  
Attention: Keith Fullenweider; Douglas E. McWilliams  
Email: kfullenweider@velaw.com; dmcwilliams@velaw.com

In the case of notice to I Squared or ISQ, to:

Buzzard Midstream LLC  
c/o I Squared Capital Advisors (US) LLC  
410 Park Avenue, Suite 830  
New York, NY 10022  
Email: generalcounsel@isquaredcapital.com

With copies to (which copies shall not constitute notice):

I Squared Capital Advisors (US) LLC  
410 Park Avenue, Suite 830  
New York, NY 10022  
Email: generalcounsel@isquaredcapital.com

and

I Squared Capital Advisors (US) LLC  
410 Park Avenue, Suite 830  
New York, NY 10022  
Email: thomas.lefevre@isquaredcapital.com

and

Sidley Austin LLP  
1000 Louisiana, Suite 5900  
Houston, TX 77002  
Attention: Glenn L. Pinkerton; Atman Shukla  
Facsimile: (713) 495-7799  
Email: gpinkerton@sidley.com; ashukla@sidley.com

In the case of notice to New Raptor, to:

New BCP Raptor Holdco, LLC  
2700 Post Oak Blvd, Suite 300  
Houston, TX 77056  
Attention: Todd Carpenter  
Email: tcarpenter@eagleclawmidstream.com

With copies to (which copies shall not constitute notice):

Blackstone Management Partners L.L.C.  
345 Park Avenue  
New York, NY 10154  
Attention: David Foley  
Email: foley@blackstone.com

and

Vinson & Elkins L.L.P.  
1001 Fannin Street  
Houston, Texas 77002  
Attention: Keith Fullenweider; Douglas E. McWilliams  
Email: kfullenweider@velaw.com; dmcwilliams@velaw.com

Notices shall be effective (i) if delivered personally or sent by courier service, upon actual receipt by the intended recipient, (ii) if mailed, upon the earlier of five (5) days after deposit in the mail or the date of delivery as shown by the return receipt therefor, (iii) if sent by facsimile transmission, when confirmation of transmission is received or (iv) if sent by electronic mail, when confirmation is received. Whenever any notice is required to be given by law or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 13. Waiver.

(a) No waiver by any Party hereto of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. Except as specifically set forth in this Agreement, no failure by a Party hereto to exercise, or delay in exercising, any right, remedy, power or privilege hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(b) Notwithstanding anything to the contrary herein, the Corporation shall not waive the Transfer restrictions set forth in Section 3(a) unless such waiver has been approved by a majority of the disinterested directors on the Board, as determined by the Board.

Section 14. Entire Agreement.

This Agreement and the Contribution Agreement constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings between the Parties, other than those expressly set forth or referred to herein or therein. Unless otherwise provided herein, any consent required by the Corporation may be withheld by the Corporation in its sole discretion.

Section 15. Inconsistent Arrangements; Specific Performance.

(a) No Party shall enter into any agreements or arrangements of any kind with any Person with respect to any Shares on terms inconsistent with the provisions of this Agreement (whether or not such agreements or arrangements are with Persons that are Parties to this Agreement), including agreements or arrangements with respect to the acquisition or disposition of any Shares in a manner inconsistent with this Agreement.

(b) Each Party acknowledges that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms and that a remedy at law for any breach or attempted breach of this Agreement will be inadequate. It is accordingly agreed that the Parties shall be entitled to specific performance and injunctive and other equitable relief in case of any such breach or attempted breach and to enforce specifically the terms and provisions hereof, and further agrees to waive (to the extent legally permissible) any legal conditions required to be met for the obtaining of any such injunctive or other equitable relief (including securing or posting any bond in order to obtain equitable relief). Each Party further agrees that, in the event of any action for an injunction or other equitable remedy in respect of such breach or enforcement of specific performance, it will not assert the defense that a remedy at law would be adequate.

Section 16. Counterparts.

This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all Parties hereto, notwithstanding that all such Parties are not signatories to the original or the same counterpart. Facsimile copies of signatures shall constitute original signatures for all purposes of this Agreement and any enforcement hereof. The failure of any Stockholder to execute this Agreement shall not make it invalid as against any other Stockholder.

Section 17. Further Assurances.

Each Party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments, and other documents as any other Party hereto reasonably may request in order to carry out the provisions of this Agreement and the consummation of the transactions contemplated hereby.

Section 18. Director and Officer Actions.

No director or officer of the Corporation shall be personally liable to the Corporation or any Stockholder as a result of any acts or omissions taken under this Agreement in good faith.

Section 19. No Recourse.

This Agreement may only be enforced against, and any claims or cause of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against, the Persons that are expressly identified as Parties hereto and no past, present or future Affiliate, director, officer, employee, incorporator, member, manager, partner, stockholder, agent, attorney or representative of any Party hereto shall have any liability for any obligations or liabilities of the Parties to this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

Section 20. Waiver of Corporate Opportunities.

(a) To the extent allowed by law, the doctrine of corporate opportunity, or any other analogous doctrine, shall not apply with respect to the Corporation or any of its officers or directors, or any of their respective Affiliates, and the Corporation renounces any expectancy that any of the directors or officers of the Corporation will offer any such corporate opportunity of which he or she may become aware to the Corporation, except that the doctrine of corporate opportunity shall apply with respect to any of the directors or officers of the Corporation only with respect to a corporate opportunity (i) that was offered to such person solely in his or her capacity as a director or officer of the Corporation, (ii) that is one the Corporation is legally and contractually permitted to undertake and would otherwise be reasonable for the Corporation to pursue and (iii) to the extent the director or officer is permitted to refer such opportunity to the Corporation without violating any legal obligation (such a corporate opportunity, a “**Subject Opportunity**”).

(b) In furtherance of the foregoing, in recognition and anticipation that (i) certain directors, principals, officers, employees or other representatives of The Blackstone Group L.P. and ISQ Global Infrastructure Fund II L.P. (the “**BCP Sponsors**”) and their respective Affiliates (including ISQ, BX Aggregator, BX Permian and New Raptor) may serve as directors, officers or agents of the Corporation, (ii) the BCP Sponsors and their respective Affiliates (including ISQ, BX Aggregator, BX Permian and New Raptor) may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage and (iii) members of the Board who are not employees of the Corporation and their Affiliates that may be designated, nominated or elected by the BCP Sponsors or their respective Affiliates (the “**Non-Employee Directors**”) may now engage and may continue to engage in the same or similar activities or related lines of business as those in which the Corporation, directly or indirectly, may engage or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, the provisions of this Section 20 are set forth to regulate and define the conduct of certain affairs of the Corporation with respect to certain classes or categories of business opportunities as they may involve any of the BCP Sponsors, the Non-Employee Directors or their respective Affiliates and the powers, rights, duties and liabilities of the Corporation and its directors, officers and stockholders in connection therewith.

(c) None of (i) the BCP Sponsors or any of their respective Affiliates or (ii) any Non-Employee Director (including any Non-Employee Director who serves as an officer of the Corporation in both his or her director and officer capacities) or his or her Affiliates (the Persons identified in clauses (i) and (ii) above being referred to, individually, as an “**Identified Person**”) shall, to the fullest extent permitted by law, have any duty to refrain from directly or indirectly (1) engaging in the same or similar business activities or lines of business in which the Corporation or any of its Affiliates now engages or proposes to engage or (2) otherwise competing

with the Corporation or any of its Affiliates, and, to the fullest extent permitted by law, no Identified Person shall be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty solely by reason of the fact that such Identified Person engages in any such activities. To the fullest extent permitted by law, the Corporation hereby renounces any interest or expectancy in, or right to be offered an opportunity to participate in, any business opportunity that may be a corporate opportunity for an Identified Person and the Corporation or any of its Affiliates, except as provided in Section 20(d). Subject to Section 20(d), in the event that any Identified Person acquires knowledge of a potential transaction or other business opportunity that may be a corporate opportunity for itself, herself or himself and the Corporation or any of its Affiliates, such Identified Person shall, to the fullest extent permitted by law, have no duty to communicate or offer such transaction or other business opportunity to the Corporation or any of its Affiliates and, to the fullest extent permitted by law, shall not be liable to the Corporation or its stockholders or to any Affiliate of the Corporation for breach of any fiduciary duty as a stockholder, director or officer of the Corporation solely by reason of the fact that such Identified Person pursues or acquires such corporate opportunity for itself, herself or himself, or offers or directs such corporate opportunity to another Person.

(d) The Corporation does not renounce its interest in any Subject Opportunity offered to any Non-Employee Director (including any Non-Employee Director who serves as an officer of this Corporation), and the provisions of Section 20(c) and Section 20(e) shall not apply to any such Subject Opportunity.

(e) In addition to and notwithstanding the foregoing provisions of this Section 20, a corporate opportunity shall not be deemed to be a potential corporate opportunity for the Corporation if it is a business opportunity that (i) the Corporation is neither financially or legally able, nor contractually permitted to undertake, (ii) from its nature, is not in the line of the Corporation's business or is of no practical advantage to the Corporation or (iii) is one in which the Corporation has no interest or reasonable expectancy.

#### Section 21. Dividends and Distributions.

Subject to the Corporation's governing documents and applicable provisions of law, regulation, legal duty (including fiduciary duty) or requirement, or rule of any National Securities Exchange, for so long as Apache, I Squared or Blackstone is entitled to designate a director pursuant to Section 2(a), the Corporation shall not take any action to reduce, delay or discontinue the Altus Dividend prior to December 31, 2023 without the prior written consent of each of Apache, I Squared and Blackstone, as applicable, permitting such action. For the avoidance of doubt, in the event that Apache, I Squared or Blackstone is no longer entitled to designate a director pursuant to Section 2(a), such Stockholder's prior written consent shall not be required under this Section 21.

#### Section 22. Covered Related Party Transactions.

Any transaction between the Corporation or its subsidiaries, on the one hand, and a Stockholder or Affiliate of a Stockholder, on the other hand, that constitutes a Covered Related Party Transaction shall require the prior approval of 66% or more of the disinterested directors on the Board, as determined by the Board.

Section 23. Dividend Reinvestment Plan.

The Parties shall negotiate and enter into definitive documentation reasonably promptly following the date of this Agreement related to a dividend reinvestment plan with the terms described in Exhibit B hereto, to be implemented promptly following the Closing Date.

Section 24. Financial Statements. The Corporation shall use commercially reasonable efforts to deliver or cause to be delivered to each Stockholder (so long as such Stockholder and its Affiliates Beneficially Own 10% or more of the outstanding Shares) (together, the "**Recipient Parties**"), at such Stockholder's request:

(a) No later than 30 days after the end of each of the first three calendar quarters of each fiscal year, an unaudited consolidated balance sheet, consolidated income statement, and consolidated statement of cash flows of the Corporation and its subsidiaries for such calendar quarter;

(b) No later than 30 days after the end of each fiscal year, a draft consolidated balance sheet, draft consolidated income statement, and draft consolidated statement of cash flows of the Corporation and its subsidiaries for such fiscal year; and

(c) No later than 55 days after the end of each fiscal year, the Corporation Annual Financials (as defined in the LPA) for such fiscal year.

(d) Any Recipient Party may deliver written notice (an "**Opt-Out Notice**") to the Corporation requesting that such Person not receive from the Corporation any information provided pursuant to clauses (a), (b) or (c) of this Section 24; provided, however, that such Person may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice (unless subsequently revoked), the Corporation shall not deliver such information pursuant to this Section 24.

Section 25. Disclosure of Information. The Recipient Parties acknowledge that they will receive information from or regarding the Corporation and its subsidiaries in the nature of trade secrets or that otherwise is confidential information or proprietary information (as further defined below, "**Confidential Information**"), the release of which would be damaging to the Corporation or Persons with which the Corporation conducts business. Each Recipient Party shall hold in strict confidence any Confidential Information that such recipient receives pursuant to this Agreement, and each Recipient Party shall not disclose such Confidential Information to any Person (including any Affiliates) other than another Recipient Party or a director or officer of the Corporation, or otherwise use such information for any purpose other than to evaluate, analyze, and keep apprised of the Corporation's and its subsidiaries' assets and their interest therein and for the internal use thereof by a Recipient Party or its Affiliates, except for disclosures (i) to comply with any laws (including applicable stock exchange or quotation system requirements), provided, that a Recipient Party must notify the Corporation promptly of any disclosure of Confidential Information which is required by law, and any such disclosure of Confidential Information shall be to the minimum extent required by law, (ii) to Affiliates, partners, members, stockholders, investors, directors, officers, employees, agents, attorneys, consultants, lenders, professional advisers or representatives of the Recipient Party or its Affiliates (provided, that such Recipient Party shall be

responsible for assuring such partners', members', stockholders', investors', directors', officers', employees', agents', attorneys', consultants', lenders', professional advisers' and representatives' compliance with the terms hereof, except to the extent any such Person who is not a partner, member, stockholder, director, officer or employee has agreed in writing addressed to the Corporation to be bound by customary undertakings with respect to confidential and proprietary information similar to this Section 25), or to Persons to which that Recipient Party's Shares are proposed to be transferred, but only if the recipients of such information have agreed to be bound by customary confidentiality undertakings similar to this Section 25, (iii) of information that a Recipient Party also has received from a source independent of the Corporation and that such Recipient Party reasonably believes such source obtained without breach of any obligation of confidentiality to the Corporation, (iv) of information obtained prior to the formation of the Corporation, provided, that this clause (iv) shall not relieve any Recipient Party or any of its Affiliates from any obligations it may have to any other Recipient Party or any of its Affiliates under any existing confidentiality agreement, (v) that have been or become independently developed by a Recipient Party or its Affiliates or on their behalf without using any of the Confidential Information, (vi) that are or become generally available to the public (other than as a result of a prohibited disclosure by such Recipient Party or its representatives), (vii) in connection with any proposed transfer of all or part of a Recipient Party's Shares or the proposed sale of all or substantially all of a Recipient Party or its direct or indirect parent, to (A) advisers or representatives of the Recipient Party, (B) its direct or indirect parent or (C) Persons to which such interests may be transferred, but only if the recipients of such information have agreed to be bound by customary undertakings with respect to confidential and proprietary information similar to this Section 25 or (viii) to the extent the Corporation shall have consented to such disclosure in writing. The term "Confidential Information" shall include any information pertaining to the Corporation's or any of its subsidiaries' business which is not available to the public, whether written, oral, electronic, visual form or in any other media, including, without limitation, such information that is proprietary, confidential or concerning the Corporation's (or any of its subsidiaries') ownership and operation of their respective assets or related matters, including any actual or proposed operations or development project or strategies, other operations and business plans, actual or projected revenues and expenses, finances, contracts and books and records. Notwithstanding the foregoing, to the extent applicable, the Recipient Parties and their Affiliates may make disclosures to their respective direct and indirect limited partners and members such information (including Confidential Information) as is customarily provided to current or prospective limited partners in private equity funds sponsored or managed by Affiliates of Blackstone and ISQ. Each Recipient Party acknowledges that Confidential Information furnished to it pursuant to this Agreement may include material nonpublic information concerning the Corporation and its related parties or their respective securities and hereby confirms that it is familiar with the Exchange Act and the rules and regulations promulgated thereunder.

***[Signature Page to Follow]***

The Parties have signed this agreement as of the date first written above.

**THE CORPORATION:**

ALTUS MIDSTREAM COMPANY

By: /s/ Ben C. Rodgers  
Name: Ben C. Rodgers  
Title: Chief Financial Officer and Treasurer

**STOCKHOLDERS:**

APA CORPORATION

By: /s/ Stephen J. Riney  
Name: Stephen J. Riney  
Title: Executive Vice President and Chief  
Financial Officer

APACHE MIDSTREAM LLC

By: /s/ Stephen J. Riney  
Name: Stephen J. Riney  
Title: Executive Vice President and Chief  
Financial Officer

BCP RAPTOR AGGREGATOR, LP

By: /s/ David Foley  
Name: David Foley  
Title: Senior Managing Director

BX PERMIAN PIPELINE AGGREGATOR LP

By: /s/ David Foley  
Name: David Foley  
Title: Senior Managing Director

SIGNATURE PAGE TO AMENDED AND RESTATED  
STOCKHOLDERS AGREEMENT

BUZZARD MIDSTREAM LLC

By: /s/ Thomas Lefebvre

Name: Thomas Lefebvre

Title: Authorized Person

NEW BCP RAPTOR HOLDCO, LLC

By: /s/ Jamie Welch

Name: Jamie Welch

Title: Chief Executive Officer, President and Chief  
Financial Officer

And solely for purposes of Section 2(a)(iv), and Section 2(a)  
(v):

BCP RAPTOR HOLDCO, LP

By: /s/ Jamie Welch

Name: Jamie Welch

Title: Chief Executive Officer, President and Chief  
Financial Officer

SIGNATURE PAGE TO AMENDED AND RESTATED  
STOCKHOLDERS AGREEMENT

**Exhibit A**

FORM OF JOINDER AGREEMENT

[DATE]

The undersigned hereby absolutely, unconditionally and irrevocably agrees to be bound by the terms and provisions of ***[Section 3 of]***<sup>1</sup> that certain Amended and Restated Stockholders Agreement, dated as of October [•], 2021, by and among Altus Midstream Company, a Delaware corporation, APA Corporation, a Delaware corporation, Apache Midstream LLC, a Delaware limited liability company, Buzzard Midstream LLC, a Delaware limited liability company and controlled affiliate of ISQ Global Infrastructure Fund II L.P., BCP Raptor Aggregator, LP, a Delaware limited partnership and controlled affiliate of Blackstone Capital Partners VII L.P. and Blackstone Energy Partners II L.P., BX Permian Pipeline Aggregator LP, a Delaware limited partnership and controlled affiliate of Blackstone Capital Partners VII L.P. and Blackstone Energy Partners II L.P., New BCP Raptor Holdco, LLC, a Delaware limited liability company, and solely for purposes of ***Section 2(a)(iv)*** and ***Section 2(a)(v)*** thereof, BCP Raptor Holdco, LP, a Delaware limited partnership (the "***Stockholders Agreement***") ***[(and any related section of the Stockholders Agreement)]***, and to join in the Stockholders Agreement as a Party and a Stockholder (each as defined in the Stockholders Agreement) ***[for purposes of Section 3 of the Stockholders Agreement (and any related section of the Stockholders Agreement)]*** with the same force and effect as if the undersigned were originally a party thereto.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of [DATE].

\_\_\_\_\_  
Name:

Notice Information:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> Italicized language to be included if the Joinder Agreement is not being executed in connection with an assignment of the rights and obligations of Apache, Blackstone or I Squared pursuant to ***Section 11(b)***.

**Exhibit B**

DRIP TERM SHEET

- Mandatory DRIP:** Apache Midstream, ISQ, BX Aggregator, BX Permian and New Raptor agree that, with respect to Common Units in Altus Midstream LP and shares of Class A Common Stock held by such Person immediately following Closing, at least 20% of all distributions or dividends received shall be reinvested in shares of Class A Common Stock. This mandatory dividend reinvestment program shall apply (i) between Closing and the date dividends are declared for the quarter ending December 31, 2023 (the “**End Date**”) and (ii) to any shares of Class A Common Stock issued pursuant to the redemption or exchange of such Common Units until the End Date. The audit committee of the Board shall have the authority to increase the percentage of the mandatory dividend reinvestment to up to 100%. The audit committee shall issue resolutions compliant with Rule 16b-3(d)(1) under the Exchange Act for each participant.
- Optional Drip:** All holders of shares of Class A Common Stock shall be entitled to reinvest all or part of their dividends from shares of Class A Common Stock on substantially the same terms as the Mandatory DRIP.
- VWAP:** All shares of Class A Common Stock issued in connection with the Mandatory DRIP and Optional Drip shall be valued at a 3% discount to the volume weighted average price for the five trading days prior to the applicable record date.
- Pro Rata:** The audit committee’s approval of any Mandatory DRIP reinvestment shall be pro rata such that each Person subject to the Mandatory DRIP reinvests the same percentage of each distribution/dividend for shares of Class A Common Stock.
- No Prohibition on Transfers:** Subject to the terms of Section 3 of this Agreement, nothing in this Exhibit B shall restrict a Person from Transferring its Common Units or shares of Common Stock; provided that any Transfers to Affiliates shall remain subject to the terms of the Mandatory DRIP.

*[Remainder of page intentionally blank.]*

EXHIBIT B To AMENDED AND RESTATED  
STOCKHOLDERS AGREEMENT

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**Schedule 1**

The Corporation shall pay to the holders of Class A Common Stock a dividend in the amount of \$1.50 per share per quarter (\$6.00 per share per year) during the period commencing on the Closing Date and ending on December 31, 2023.

SCHEDULE 1