As filed with the U.S. Securities and Exchange Commission on October 7, 2021.

Registration No. 333-259740

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

Amendment No. 1
to

FORM S-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Aris Water Solutions, Inc.

(Exact name of registrant as specified in its charter)

Delaware	1389	87-1022110
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

9811 Katy Freeway, Suite 700
Houston, Texas 77024
(281) 501-3070
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

William A. Zartler
Founder and Executive Chairman
9811 Katy Freeway, Suite 700
Houston, Texas 77024
(281) 501-3070
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With copies to:

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Austin, Texas 78701
(713) 546-5400

Approximate date of commencement of proposed sale to the public:

As soon as practicable after this registration statement becomes effective.

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

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

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

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
		Emerging growth company	☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

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

The information in this prospectus is not complete and may be changed. The securities described herein may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell such securities, and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS
(Subject to Completion, dated October 7, 2021)

Shares

Aris Water Solutions, Inc.

Class A Common Stock

This is the initial public offering of the Class A common stock of Aris Water Solutions, Inc., a Delaware corporation. We are offering shares of our Class A common stock.

Currently, no public market exists for our Class A common stock. We expect the initial public offering price to be between $ and $ per share. We intend to apply to list our Class A common stock on the New York Stock Exchange under the symbol "ARIS."

Each share of Class A common stock will entitle its holder to one vote on all matters to be voted on by stockholders generally. Each share of Class B common stock has no economic rights but will entitle its holder to one vote on all matters to be voted on by stockholders generally. Class A stockholders and Class B stockholders will vote together as a single class on all matters presented to our stockholders for their vote or approval, except as otherwise required by applicable law or by our amended and restated certificate of incorporation. The Class B stockholders will hold % of the combined voting power of our common stock immediately after this offering. See "Corporate Reorganization."

We are an "emerging growth company" as defined under the U.S. federal securities laws and, as such, have elected to comply with certain reduced public company reporting requirements for this and future filings. See "Risk Factors" and "Prospectus Summary—Implications of Being an Emerging Growth Company."

Investing in our Class A common stock involves risks that are described in the "Risk Factors" section beginning on page 27 of this prospectus.

	Per Share	Total
Initial public offering price	$	$
Underwriting discounts and commissions(1)	$	$
Proceeds, before expenses, to us	$	$

(1) See "Underwriting" for a description of all underwriting compensation payable in connection with this offering.

At our request, the underwriters have reserved for sale, at the initial public offering price, up to 5% of the shares of our Class A common stock offered by this prospectus (excluding the shares of Class A common stock that may be issued upon the underwriters' exercise of their option to purchase additional shares) to individuals, including our officers, directors and employees, as well as friends and family members of our officers and directors. For more information regarding the directed share program, please read "Underwriting—Directed Share Program."

The underwriters may also exercise an option to purchase up to an additional shares of our Class A common stock from us, at the public offering price, less the underwriting discount, for 30 days after the date of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed on the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The shares of Class A common stock will be ready for delivery on or about , 2021.

Book-Running Managers

Goldman Sachs & Co. LLC **Citigroup**

J.P. Morgan **Wells Fargo Securities**

Barclays **Evercore ISI**

Co-Managers

Capital One Securities **Johnson Rice & Company L.L.C.** **Raymond James**

Stifel **U.S. Capital Advisors**

Prospectus Dated , 2021.

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Neither we nor the underwriters have authorized anyone to provide you with information other than that contained in this prospectus or in any free writing prospectus prepared by or on behalf of us or to which we have referred you. We and the underwriters take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We and the underwriters are offering to sell, and seeking offers to buy, Class A common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus or any free writing prospectus is accurate only as of its date, regardless of its time of delivery or of any sale of shares of our Class A common stock. Our business, financial condition, results of operations and prospects may have changed since that date.

For investors outside of the United States: We have not, and the underwriters have not, done anything that would permit this offering, or possession or distribution of this prospectus, in any jurisdiction where action for that purpose is required, other than the United States. Persons outside of the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of our Class A common stock and the distribution of this prospectus outside of the United States.

This prospectus contains forward-looking statements that are subject to a number of risks and uncertainties, many of which are beyond our control. Please read "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements."

Basis of Presentation

Aris Water Solutions, Inc., which we refer to as "Aris Inc.," is a newly incorporated entity, has not engaged in any business or other activities except in connection with its formation and had no assets or liabilities during the periods presented in this prospectus. Accordingly, this prospectus includes certain historical consolidated financial and other data for Solaris Midstream Holdings, LLC, which we refer to as "Solaris LLC." Following this offering, Solaris LLC will be the predecessor of Aris Inc. for financial reporting purposes. Immediately

following this offering, Aris Inc. will be a holding company, and its sole material asset will be a controlling equity interest in Solaris LLC. As the sole managing member of Solaris LLC, Aris Inc. will operate and control all of the business and affairs of Solaris LLC and, through Solaris LLC and its subsidiaries, conduct our business. The Reorganization (as defined herein) will be accounted for as a reorganization of entities under common control. As a result, the consolidated financial statements of Aris Inc. will recognize the assets and liabilities received in the Reorganization at their historical carrying amounts, as reflected in the historical financial statements of Solaris LLC. Aris Inc. will consolidate Solaris LLC on its consolidated financial statements and record a non-controlling interest related to the Solaris LLC Units held by the Class B stockholders on its consolidated balance sheet and statement of operations. See "Corporate Reorganization."

Industry and Market Data

Certain market and industry data and forecasts used in this prospectus have been obtained from the following independent industry publications or reports: (i) Enverus, *Eagle Ford Play Fundamentals*, May 2020; (ii) Rystad Energy, *Water Management Report, Shale Intelligence*, July 1, 2021; (iii) U.S. Energy Information Administration, *Assumptions to the Annual Energy Outlook 2021: Oil and Gas Supply Module*, February 2021; (iv) U.S. Energy Information Administration, *Permian Basin, Part 2: Wolfcamp Shale Play of the Midland Basin, Geology review*, August 2020; (v) Wood Mackenzie, *Macro Oils Service, Oil supply forecast: 2021 Long-term outlook, May 2021*; and (vi) Wood Mackenzie, *Permian produced water: injecting simple solutions into complexsituations*, February 2019.

Some market data and statistical information contained in this prospectus are also based on management's estimates and calculations, which are derived from our review and interpretation of publicly available industry publications, our internal research and our knowledge of the markets in which we currently, and will in the future, operate. This information involves a number of assumptions and limitations, and you are cautioned not to give undue weight to such information. Although we believe these third-party sources to be reliable, we have not independently verified the data obtained from these sources and we cannot assure you of the accuracy or completeness of the data. Forecasts and other forward-looking information obtained from these sources are subject to the same qualifications and uncertainties as the other forward-looking statements in this prospectus. Statements as to our market position are based on market data currently available to us, as well as management's estimates and assumptions regarding the size of our markets within our industry. While we are not aware of any misstatements regarding our industry data presented herein, our estimates involve risks and uncertainties and are subject to change based on various factors, including those discussed under the headings "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements" in this prospectus. Neither we nor the underwriters can guarantee the accuracy or completeness of such information contained in this prospectus.

Trademarks and Trade Names

We own or have rights to various trademarks, service marks and trade names that we use in connection with the operation of our business. This prospectus may also contain trademarks, service marks and trade names of third parties, which are the property of their respective owners. Our use or display of third parties' trademarks, service marks, trade names or products in this prospectus is not intended to, and does not imply, a relationship with us or an endorsement or sponsorship by or of us. Solely for convenience, the trademarks, service marks and trade names referred to in this prospectus may appear without the ®, ™ or SM symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the right of the applicable licensor to these trademarks, service marks and trade names.

PROSPECTUS SUMMARY

This summary highlights selected information discussed in this prospectus. The summary is not complete and does not contain all of the information you should consider prior to making an investment decision with respect to our Class A common stock. Therefore, you should read this entire prospectus carefully, including the sections titled "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and our financial statements and the related notes included elsewhere in this prospectus, before making a decision to purchase shares of our Class A common stock. Some of the statements in this summary constitute forward-looking statements. See "Cautionary Statement Regarding Forward-Looking Statements."

Except as otherwise indicated or required by the context, all references to "Solaris," "we," "our," and "us" or similar terms refer to (i) Solaris Midstream Holdings, LLC ("Solaris LLC") and its consolidated subsidiaries before the completion of our corporate reorganization in connection with this offering and (ii) Aris Water Solutions, Inc. ("Aris Inc.") and its consolidated subsidiaries as of the completion of our corporate reorganization and thereafter. We currently conduct our business through Solaris LLC and its wholly owned subsidiaries, including Solaris Water Midstream, LLC ("Solaris Water"). References to "Trilantic" refer to TCP Solaris SPV LLC and references to "Yorktown" refer to Yorktown Energy Partners XI, L.P., each of which, along with ConocoPhillips, is a significant owner of Solaris. References to "Concho" refer to Concho Resources Inc., which was acquired by ConocoPhillips in January 2021. For the definitions of certain terms and abbreviations used in this prospectus, please read "Glossary of Terms" beginning on page A-1 of this prospectus.

Except as otherwise indicated, all information contained in this prospectus (i) assumes an initial public offering price of $ per share of Class A common stock (the midpoint of the price range set forth on the cover of this prospectus) and (ii) assumes that the underwriters do not exercise their option to purchase additional shares.

Our Company

We are a leading, growth-oriented environmental infrastructure and solutions company that directly helps our customers reduce their water and carbon footprints. We deliver full-cycle water handling and recycling solutions that increase the sustainability of energy company operations. Our integrated pipelines and related infrastructure create long-term value by delivering high-capacity, comprehensive produced water management, recycling and supply solutions to operators in the core areas of the Permian Basin.

We provide critical environmental solutions to many of the most active and well-capitalized companies operating in the Permian Basin, including affiliates of ConocoPhillips, Occidental Petroleum Corporation, Exxon Mobil Corporation, Marathon Oil Corporation, Chevron Corporation and Mewbourne Oil Company. Operators are increasingly prioritizing their environmental impact as a measure of success with an emphasis on rapidly increasing the use of recycled produced water in their operations. Our expansive infrastructure, advanced logistics and water treatment methods allow us to reliably gather our customers' produced water and recycle it for use in their operations. We believe our solutions make a significant contribution to the ability of our customers to achieve their sustainability-related objectives. Since inception, we have been committed to responsibly developing, operating and deploying technology to safely reduce our customers' environmental footprint.

Our Commitment to Environmental, Social and Governance Leadership

Our business strategy and operations align with the increasing focus of local communities, regulators and stakeholders on ensuring the safety of oil and gas operations and minimizing environmental and local community impacts. We have a leading track record in safety, social and environmental stewardship in the areas in which we operate by setting and meeting ambitious sustainability targets. This leadership highlights the strong technical, operational and financial capabilities of our management team that has decades of experience operating and leading companies in the environmental, infrastructure, water treatment and energy industries. As further demonstration of our environmental leadership, we adopted a Sustainability-Linked Bond Framework in March 2021, which publishes our goals with respect to our water recycling operations. In accordance with this framework, we issued the first sustainability-linked notes in the produced water infrastructure industry. Please read "Management's Discussion and Analysis of Financial Condition and Results of Operations—Debt Agreements—Sustainability-Linked Notes."

Our business provides reliable and sustainable water solutions that address the operational and environmental demands of the energy industry and actively reduce emissions. Through our significant investment in permanent pipeline infrastructure to safely gather and transport produced water, we minimize the need for produced water trucking, a major contributor of greenhouse gas emission, traffic congestion and road safety concerns in the

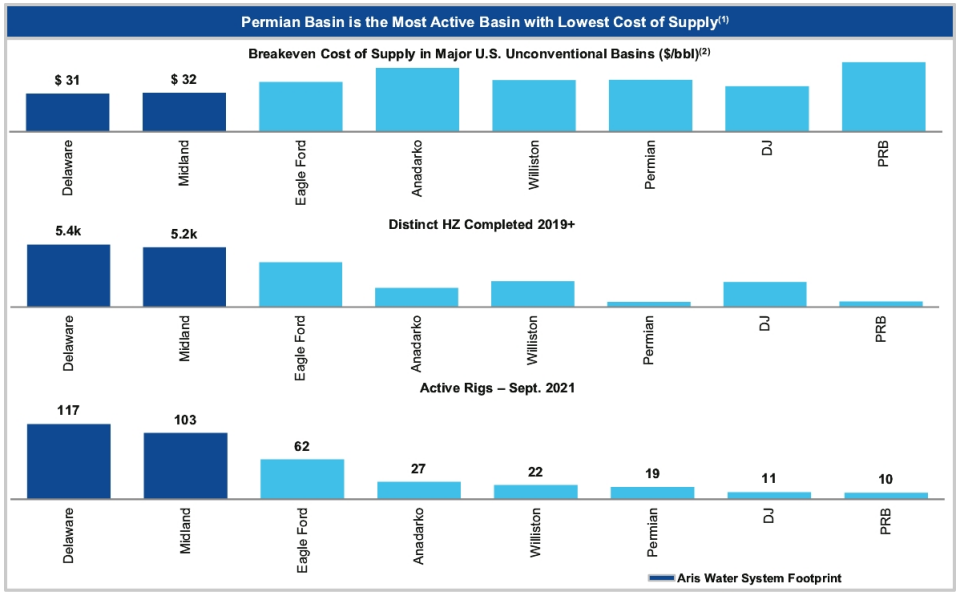
communities in which we operate. Additionally, we are leaders in the evaluation, piloting and advancement of water treatment technologies, including the development of solutions for the use of treated produced water outside of the oil and gas industry. For example, we are piloting and developing proprietary processes for treating produced water for environmental, agricultural and industrial water demand, including evaluating the use of treated produced water as process water for carbon sequestration and direct air capture.

Our strong company culture includes commitments to our employees and our shareholders, which we believe will benefit all of our constituents. We have created a work environment that fosters a diverse and inclusive company culture with over 50% minority and/or female representation in our workforce as of June 30, 2021. Additionally, we prioritize safety in our operations through rigorous training, structured protocols and ongoing automation of our operations. Our prioritization of safety includes a commitment to safeguarding the communities in which we operate by giving to and volunteering with first responders.

We believe alignment of our management and our board of directors (our "Board") with our shareholders, including the establishment of a diverse and independent Board, is conducive to creating long-term value. Additionally, through our management's substantial initial ownership and our compensation and incentive programs that we are adopting in connection with this offering, our management team will remain highly motivated to continue creating shareholder value.

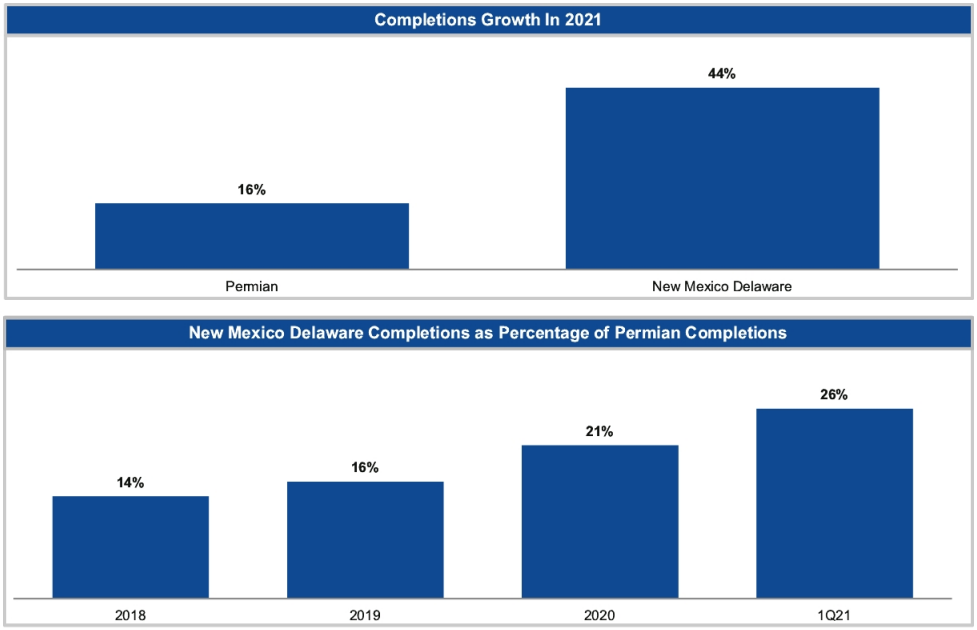
The Permian Basin

The Permian Basin is the leading basin in the United States with respect to drilling activity, oil production, oil production growth and economic returns to operators. It is one of the most prolific crude oil and natural gas basins in the world, spanning more than 75,000 square miles across West Texas and New Mexico. The Permian Basin has a history of over 100 years of crude oil and natural gas production and is characterized by high volumes of crude oil and liquids-rich natural gas production, multiple horizontal target horizons, extensive production history, long-lived reserves and high drilling success rates. Over 35 billion barrels of crude have been recovered in the basin since the first well was drilled in 1920 with more than 95 billion barrels of recoverable oil remaining, according to the EIA. In February 2021, the Permian accounted for 52% of onshore U.S. oil production, according to the EIA. The Midland and Delaware sub-basins of the Permian Basin boast among the lowest breakeven oil prices of any basins in the country, according to Enverus.



(1) Enverus for the week of September 6, 2021.
(2) Breakeven cost of supply assumes gas normalized to oil at 20:1.

We operate in one of the most active regions in the Permian Basin. During 2020 and first quarter 2021 annualized, completions in the New Mexico Delaware have grown at a significantly higher pace than the Permian Basin as operators increasingly shift focus to the region, as shown in the charts below.



Source: Enverus. Growth based on first quarter of 2021 compared to full-year 2020 completions.

Produced Water

Produced water naturally exists in underground formations and is brought to the surface during crude oil and natural gas production. Produced water is produced throughout the entire life of the well and is of particular importance to operators in the Permian Basin given the high produced water-to-oil ratio prevalent across the basin. Approximately two to five barrels of produced water are produced for every barrel of oil produced in the Permian Basin, according to Enverus. The Permian Basin is expected to produce over 17.1 million barrels of water a day in 2021 according to Rystad while only producing 4.2 million barrels a day of crude oil according to Wood Mackenzie. As a result, the total market for produced water gathering in terms of number of barrels is significantly larger than that of crude oil gathering. Additionally, produced water handling costs comprise up to 40% of producers' total lease-level operating expenses in the Permian Basin according to Wood Mackenzie. Many of our customers have stated goals of managing produced water volumes in an environmentally- responsible and cost-effective manner, highlighting the importance of our water management expertise and integrated and extensive asset base. We believe they will increasingly outsource water management to integrated produced water infrastructure and recycling companies like us to manage their water-related needs in a cost and capital effective manner, creating new business development and acquisition opportunities for us.

Water Recycling

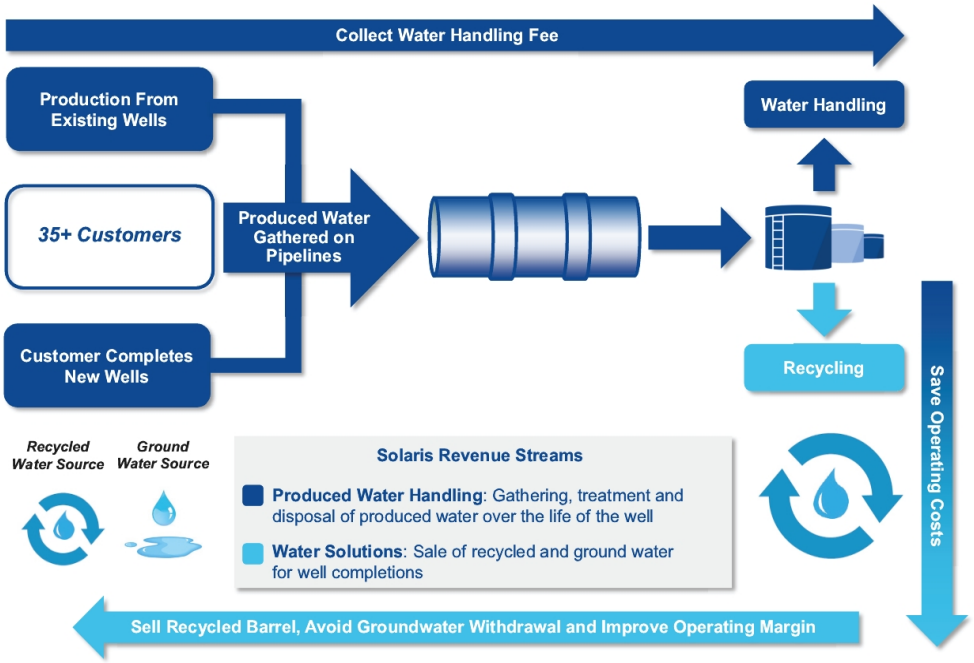
Recycling produced water displaces the use of scarce groundwater which would otherwise be used for oil and gas operations. Treatment of produced water is required prior to reuse, which involves the removal of residual hydrocarbons, reduction of free iron and other solids and removal of bacteria to customer specifications. We have made a significant investment in our vast network of produced water gathering pipelines and recycling centers which has positioned us as a leading independent third-party provider of recycled produced water gathered on a proprietary network in the Permian Basin. The scale of our system allows us to gather significant produced water volumes across a wide geographic area from multiple customers. The increasing volumes of

produced water aggregated on our systems provide differentiated support for our recycling operations and ensures that sufficient volumes of recycled water are available to our customers when and where needed. Our expansive asset base allows us to deliver cost-effective, high-capacity and reliable produced water recycling solutions to operators, encouraging and enabling their rapid adoption of the use of recycled produced water while minimizing the use of groundwater in energy production. Between July 2019 (the month which we began recycling at scale) and June 2021, we have recycled approximately 38 million barrels, or approximately 1.6 billion gallons, of produced water. Our innovative technologies and recycling capabilities provide our customers with a secure and sustainable alternative to fresh and other sources of groundwater. By reducing our customers' dependence on groundwater, we contribute to their sustainability efforts and the sustainability of the broader energy industry while also providing benefits to our stakeholders and the communities in which we operate. Importantly, recycling enables us to collect multiple fees on the same barrel of produced water while our overall Adjusted Operating Margin per Barrel improves as we increase produced water recycling as we are able to avoid certain costs associated with traditional produced water handling operations.

Full-Cycle Water Management

The volume of water required for hydraulic fracturing and the volume of produced water generated from oil and gas production are each expected to significantly increase in the Permian Basin. Additionally, energy producers are increasingly focused on maximizing sustainability and minimizing the environmental impact in the areas in which they operate. These trends represent significant challenges for energy producers. We believe energy producers will increasingly depend on our expansive integrated produced water gathering and recycling assets that are designed specifically to meet these challenges. By developing these partnerships and outsourcing full-cycle produced water management, energy producers can preserve capital for their core operations and ultimately lower water management costs. We provide access to a substantial and growing source of produced water that can be recycled to support energy production, enabling energy producers to lower their water management costs and do so in an environmentally-responsible way.

The figure below demonstrates the movement of produced water through our pipelines for handling or recycling and the multiple points at which we can collect fees on the same barrel of water:



Our Operations and Assets

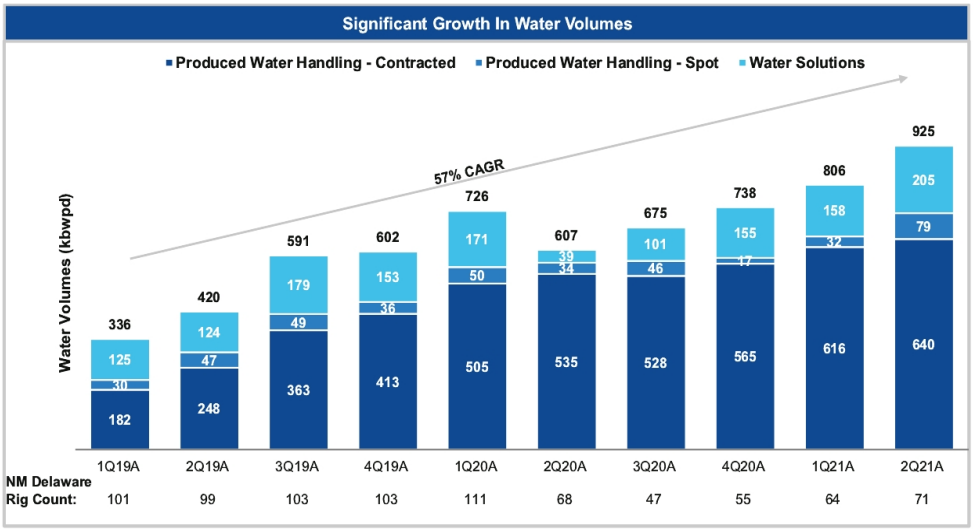
Our Operations

We manage our business through a single operating segment comprising two primary revenue streams, Produced Water Handling and Water Solutions.

Our Produced Water Handling business gathers, transports and, unless recycled, handles produced water generated from oil and natural gas production. Our Produced Water Handling business is supported by long-term contracts with acreage dedications or minimum volume commitments ("MVCs"), primarily with large, investment-grade operators.

Our Water Solutions business develops and operates recycling facilities to treat, store and recycle produced water. By aggregating significant volumes of produced water from multiple customers on our connected pipeline networks, we can efficiently recycle large volumes of produced water and deliver this recycled water back to our customers in the time frames, volumes and specifications required by their operations. As needed, we also supplement our recycled produced water with groundwater to meet the demands of our customers' operations. We also transfer groundwater on behalf of third-party purchasers and sellers.

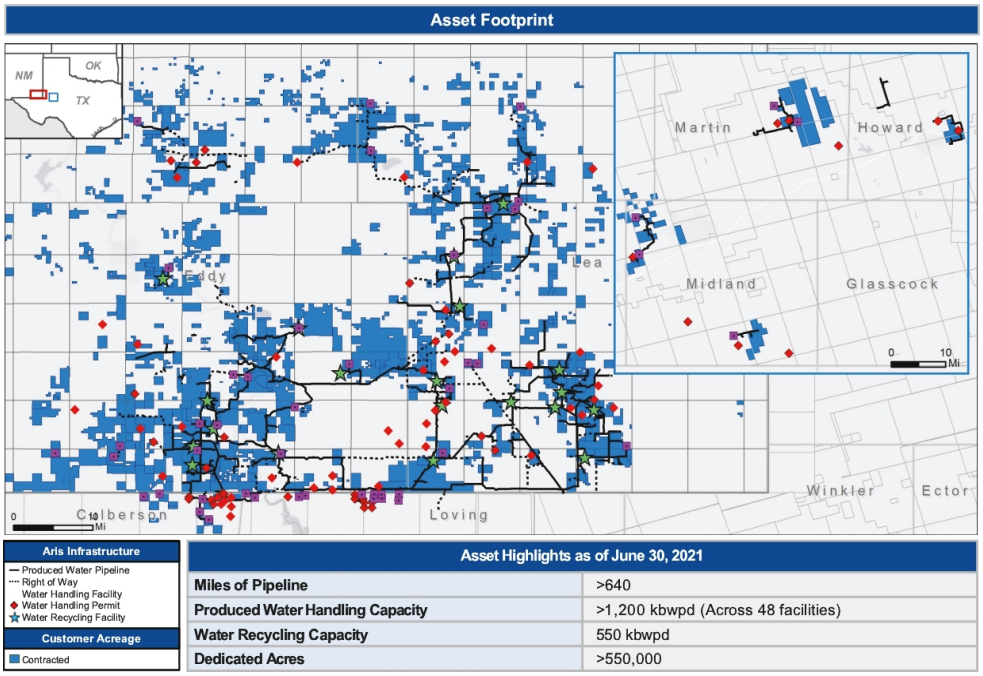
Our revenues are primarily driven by gathering produced water volumes for our Produced Water Handling business and delivering recycled water and groundwater volumes to customers for our Water Solutions business. Our produced water handling volumes have more than doubled in the past two years as we continue to win long-term contracts with premier operators. Our Water Solutions volumes have experienced similar growth as activity levels have returned following volatile macroeconomic conditions in 2020.



Asset Overview

Our recognized operational capability is supported by our automated and high-capacity integrated pipeline network, which we view as a critical differentiator. We have constructed or acquired over 640 miles of produced water pipeline, 48 produced water handling facilities and ten high-capacity produced water recycling facilities. Our systems provide an alternative to operators managing their own produced water infrastructure. Increasingly, customers are requesting longer-term agreements that will continue to enable us to expand our asset base. Our assets and operations are located entirely in the Delaware and Midland sub-basins of the broader Permian Basin.

The following map describes our assets as of June 30, 2021:



Asset Highlights as of June 30, 2021	
Miles of Pipeline	>640
Produced Water Handling Capacity	>1,200 kbwpd (Across 48 facilities)
Water Recycling Capacity	550 kbwpd
Dedicated Acres	>550,000

Our Assets

Our pipeline and water handling assets are comprised primarily of pipelines, pumps and handling and recycling facilities in the core of the Delaware and Midland Basins. These interconnected assets support both our Produced Water Handling and Water Solutions businesses. Our pipeline network consists of over 640 installed miles of gathering pipelines, which includes over 440 miles of larger diameter (12- to 24-inch) pipelines.

Our handling facilities, which are designed to process, store and/or dispose of produced water that is not recycled, are essential to our ability to deliver reliable and cost-effective water gathering services to existing and prospective customers across a large geographic footprint. As of June 30, 2021, we had acquired or constructed 48 produced water handling facilities which had over 1.2 million barrels per day of capacity.

As of June 30, 2021	**Pipelines (miles)**	**Number of Water Handling Facilities**	**Water Handling Capacity (kbwpd)**
Installed	640	48	1,232

We have secured significant permits and rights-of-way for additional pipelines and water handling facilities. As of June 30, 2021, we had 225 miles of additional permitted pipeline rights-of-way and approved permits for

an additional 48 produced water handling facilities with over 1.5 million barrels per day of permitted handling capacity. This significant backlog of permitted handling capacity provides us with valuable optionality and a competitive advantage as it allows us to react quickly to meet existing and new customer demand without potential permitting delays.

As of June 30, 2021	Pipelines (miles)	Number of Water Handling Facilities	Water Handling Capacity (kbwpd)
Permitted Not Installed	225	48	1,530

Volumes (kbwpd)	Six Months Ended June 30, 2021	Year Ended December 31, 2020
Produced Water Handling Volumes	684	570

Our recycling facilities include water filtration, treatment, storage and redelivery assets. We construct our recycling facilities at strategic locations on our pipeline network where there is both significant customer demand for recycled produced water and high volumes of produced water available. We currently have ten permanently installed facilities operational in the Delaware Basin with 550,000 barrels per day of treatment capacity and access to over 9.5 million barrels of owned or leased storage capacity.

As of June 30, 2021	Number of Water Recycling Facilities	Water Recycling Capacity (kbwpd)
Active Facilities	10	550

We also have the option to rapidly expand our recycling footprint as needed by developing an additional 14 locations that are either permitted or in the process of being permitted. We operate and construct both fixed treatment facilities and modular treatment systems that we can quickly assemble to capitalize on market opportunities.

As of June 30, 2021	Number of Water Recycling Facilities	Water Recycling Capacity (kbwpd)
Permitted or In Process Facilities	14	950

Volumes (kbwpd)	Six Months Ended June 30, 2021	Year Ended December 31, 2020
Recycled Produced Water Volumes Sold	88	44

Our Customers and Contracts

Customers

We have long-term contracts with some of the most active and well-capitalized oil and gas operators in the Permian Basin which are increasingly focused on sustainability and minimizing the environmental impact of their operations. Since inception, we have consistently won new contracts and deepened relationships with existing customers, many of which have executed multiple contracts with us. As of June 30, 2021, we had entered into over 125 contracts for our Produced Water Handling and Water Solutions businesses with more than 35 different customers across approximately 550,000 dedicated acres. As of June 30, 2021, the weighted average remaining life of our Produced Water Handling acreage dedication contracts was approximately 10 years. Our five largest customers for the six months ended June 30, 2021 were affiliates of ConocoPhillips, Occidental Petroleum Corporation, Exxon Mobil Corporation, Marathon Oil Corporation and Chevron Corporation. These five customers represented approximately 76% of our revenues for the six months ended June 30, 2021.

Contracts — Produced Water Handling

As produced water volumes from oil and natural gas production in the Permian Basin have significantly grown in recent years, long-term contract structures like those used in the hydrocarbon midstream sector have been adopted for water services. In our Produced Water Handling business, we primarily enter into two types of

contracts with our customers: acreage dedications and MVCs. These contractual arrangements are generally long-term. All produced water transported on our gathering pipeline infrastructure for handling or recycling is subject to fee-based contracts, which are generally subject to annual CPI-based adjustments.

Acreage dedications. Acreage dedications are term contracts pursuant to which a customer dedicates all water produced from current and future wells that they own or operate in a dedicated area to our system. In turn, we commit to gather and handle or recycle such produced water. As of June 30, 2021, our acreage dedications covered approximately 550,000 acres and had a weighted average remaining life of approximately 10 years.

MVCs. Under our MVC contracts, our customers guarantee to (i) deliver a certain minimum daily volume of produced water to our pipeline network at an agreed upon fee, or (ii) pay a deficiency fee if the minimum daily volume is not met for a specified period. As of June 30, 2021, our contracted aggregate MVCs totaled greater than 160,000 bwpd of produced water and the weighted average remaining life of our MVCs was over three years.

We also enter into spot arrangements whereby we can elect to gather and handle our customers' produced water to the extent we have capacity on our systems when they request offtake capacity. We refer to these volumes as spot volumes. When producers have a need for produced water handling services at locations which are not otherwise contracted to us, we will enter into spot arrangements in order to utilize available capacity and increase volume throughput on our systems.

The following table provides an overview of our active contracts:

Percentage of Produced Water Handling Revenue[1]	Six Months Ended June 30, 2021	Year Ended December 31, 2020
Acreage Dedication	75%	71%
Minimum Volume Commitments	17%	21%
Spot Volumes	8%	8%
Total	**100%**	**100%**

(1) Produced Water Handling Revenue does not include skim oil sales.

Acreage Dedications	As of June 30, 2021
Acreage Under Contract (thousands of acres)	550
Weighted Average Remaining Life (years)	9.7
Minimum Volume Commitments	
Volumetric Commitment (kbwpd)	162
Weighted Average Remaining Life (years)	3.6

Contracts — Water Solutions

Our Water Solutions contracts are primarily structured as spot contracts or acreage dedications where we agree to supply water, including recycled water, to our customers for their operations.

We believe our integrated business model, history of operational execution, asset footprint and commitment to produced water recycling are important to current and prospective customers and support our leading position in water recycling in the Permian Basin. We are increasingly entering into longer-term contracts with new and existing customers to provide them with recycled water and groundwater.

Our Competitive Strengths

We believe the following strengths of our business position us to capitalize on continued demand growth for full-cycle water management services, reinforce our leadership position and distinguish us from our competitors:

Extensive infrastructure asset footprint in the Permian Basin provides a strong platform for growth

Our infrastructure assets are strategically located in the core areas of the Permian Basin, one of the most prolific crude oil and natural gas basins in the world. The acreage that our assets overlay has some of the highest returns of unconventional plays in the United States. We believe that the compelling economics underlying the

acreage dedicated to our system makes such acreage core to our customers' long-term development plans. Our customers are increasingly prioritizing the sustainability of their operations, and we believe that increased adoption of recycled water in their operations will help them achieve certain sustainability-focused goals. Our extensive asset base, which includes more than 640 miles of produced water pipelines, 48 water handling facilities and ten high-capacity produced water recycling facilities, comprises the infrastructure network of choice for many of the leading operators in the Permian Basin.

We believe that to ensure a reliable supply of recycled produced water requires large scale assets with the capability to simultaneously gather produced water from and supply recycled produced water to multiple operators. Our infrastructure footprint is complementary to the operations of many blue-chip operators in the Permian Basin. We believe our long-term contracts with our strong customer base, together with our asset base, which required years to design, permit and construct, represent both significant barriers to entry for new entrants and a competitive advantage over existing competitors which may have smaller or more divided pipeline systems, operate in other basins or less prolific areas of the Permian, or who do not have the ability to provide full-cycle water management solutions.

Cash flow growth supported by long-term contracts with blue chip customers

We believe our customer base is the strongest amongst our peers, with four of our top five customers in 2020 rated as investment grade. We believe that this financial strength positions our customers well to execute on their near-term and long-term business objectives, provides the capital necessary to efficiently develop their upstream assets and supports our long-term financial outlook. We have dedications with all the top 10 oil producers in the Northern Delaware Basin. In addition, our top three customers account for approximately 28% of Northern Delaware oil production and approximately 21% of total Delaware and Midland production for the six months ended June 30, 2021.

As of June 30, 2021, we had entered into over 125 contracts for our Produced Water Handling and Water Solutions businesses with more than 35 different customers. For the six months ended June 30, 2021 and the year ended December 31, 2020, approximately 92% of our Produced Water Handling revenues were attributable to acreage dedications or MVC contracts. We believe these arrangements provide a stable base of cash flows that support the prudent, organic growth of our operations. Our customers have guaranteed over 160,000 barrels per day of MVCs with a weighted average remaining life of over three years as of June 30, 2021.

Demonstrated leadership and innovation in recycling and sustainable water management

We believe our leadership in sustainable water management is valued by our customers and enables them to achieve certain sustainability-related objectives. We believe we are the leading independent third-party provider of recycled water gathered on a proprietary network in the Permian Basin and will be the only independent pure-play Permian infrastructure company in the public market. We reduce the carbon and water footprint of oil and gas operators by supplying them with meaningful quantities of recycled water across our expansive pipeline network and eliminating the need for trucks to haul water. Our goal is to maximize the amount of produced water we recycle as a percentage of the produced water we gather, providing significant economic and environmental benefits. By transporting our customers' produced water by pipeline rather than traditional trucking methods, we contribute to a meaningful reduction of their carbon footprint and enable them to achieve certain environmental goals. We estimate that in the six months ended June 30, 2021 and the year ended December 31, 2020, we eliminated approximately 1.0 million and 1.5 million truck trips, respectively, and avoided the release of approximately 92,000 and 170,000 metric tons of carbon dioxide equivalent into the environment, respectively.

Through one of our subsidiaries, we are partnering with leading scientists and universities in the field of water treatment to identify, adapt and pilot innovative technologies for beneficial reuse of produced water. We are actively working with the U.S. Department of Energy and the New Mexico Produced Water Research Consortium to advance certain initiatives related to produced water management, treatment technologies and beneficial reuse. We have identified potential opportunities to treat and discharge produced water for beneficial use including supplementing irrigation water demand, recharging aquifer systems, providing irrigation for range grasses for carbon sequestration, and process water for direct air capture carbon sequestration. We are well-positioned to help the energy industry through continued research and development of technology related to the recycling and beneficial use of produced water. These initiatives are expected to provide long-term benefits to our customers, shareholders and the communities in which we operate.

Strong financial profile with flexibility to support our growth objectives

Since inception in 2016, we have invested a significant amount of capital in organic growth projects and acquisitions to build scale and provide an attractive and resilient free cash flow profile. We are recognizing the benefits of these prior investments and focusing on continuing to deploy capital to the most accretive near and long-term growth opportunities. We conservatively manage our balance sheet with a leverage target of 2.5 to 3.5 times net debt to Adjusted EBITDA. We believe that our cash flows, undrawn credit facility and conservative leverage profile will provide us with the financial flexibility to fund attractive growth opportunities in the future.

Highly experienced, entrepreneurial management team incentivized for long-term value creation

Our proven management team has extensive expertise in water management and treatment, midstream, oilfield services and energy investing and an extensive history of shareholder value creation through organic development and M&A-related growth. Our executive management team has an average of over 30 years of experience and has founded and/or held executive positions in successful midstream, oilfield service, private equity and water management companies. We have deep domain knowledge and are recognized as leaders in our respective fields with strong relationships with existing and prospective customers, which we believe is core to our overall strategy.

As meaningful equity owners, our management team is committed to operational excellence and efficient business execution. Our management team has a strong track record of maximizing long-term value creation while limiting downside risk. We consistently operate our business in a way that creates long-term value by developing projects in a capital efficient manner, focusing on costs, execution, and system optimization while maintaining a safe operational environment. We believe that having offices in Houston, Texas, and in the Permian Basin in Midland, Texas and Carlsbad, New Mexico, enhances our ability to execute on our business plan, helping our team develop important local relationships with customers, service providers and landowners.

Our Business Strategies

Our primary objective is to maximize shareholder value by growing our business in a capital efficient manner while maintaining strong financial flexibility. We intend to accomplish this objective by executing the following strategies:

Utilize our integrated systems to maximize value for shareholders while generating multiple streams of revenue

We operate our assets as integrated, high-capacity infrastructure networks capable of gathering, recycling, redelivering and handling produced water. Our assets allow us to gather produced water at multiple points from multiple operators and recycle and redistribute such water to our customers. The connectivity and flexibility of our systems provide our customers with operational reliability and access to a high-volume supply of recycled water. The scale of our assets relative to our dedicated acreage and excess capacity built into our systems allows us to efficiently deploy capital across our system, resulting in highly accretive growth projects. Because our produced water handling and recycling services are integrated, we can generate revenue at multiple points for the same barrel of water , further enhancing our expected returns from capital deployed.

Focus on long-term relationships with blue chip customers under fee-based contracts to grow our cash flows

We intend to grow our cash flows by supporting our existing customers in their growth objectives while continuing our business development efforts to capture additional contracts from new or existing customers. Since inception, we have focused on strong business development as an integral to success and we have continually grown our relationships with the majority of our customers. In 2020 alone we added over 200,000 dedicated acres and established new water recycling relationships with five new customers. As we grow, we intend to maintain our focus on providing services under long-term, fee-based contracts in order to enhance the stability of our cash flows. We target long-term contracts with an average term of over 10 years. Additionally, many of our contracts include MVCs and/or acreage dedications, and we intend to enter into contracts with similar or more favorable provisions in the future as we continue to grow our business. For the six months ended June 30, 2021 and the year ended December 31, 2020, approximately 92% of our Produced Water Handling revenues were attributable to acreage dedications or MVC contracts.

Increase our recycled water throughput and reduce groundwater withdrawals to advance sustainability and improve our margins

We are committed to responsibly developing and operating our infrastructure and deploying technology to advance sustainability. We are a leader in helping operators in the Permian Basin transition away from using groundwater sources for completions and instead utilize a sustainable source of recycled water. Increasing the use of recycled water not only helps our customers achieve their sustainability goals but also allows us to collect multiple fees on the same barrel of water while improving our profit margins as we are able to avoid certain costs associated with standalone produced water handling. The ability to increase cost savings and improve margins provides us with a second leg of earnings growth beyond increasing our throughput volumes. Through our ambitious long-term targets, we will continue to facilitate greater recycled-produced water adoption across the industry. We have set internal goals that 85% and 98% of all water sold to our customers will be recycled produced water by 2025 and 2030, respectively.

Maximize shareholder value and capitalize on accretive expansion opportunities

We seek to maximize shareholder returns by prudently deploying capital to the most accretive growth opportunities, returning capital to shareholders where appropriate, and conservatively managing our balance sheet. Our business plan focuses on growing our free cash flows by supporting our customers' regional production and sustainability goals through long-term fee-based contracts. We believe growing our free cash flows over time will allow us flexibility to enhance shareholder returns by returning capital to shareholders through dividends and share buybacks. Subject to our Board's discretion from time to time, we may pay a dividend and appropriately grow it over time as our free cash grows.

We have a disciplined capital allocation process and evaluate all growth capital expenditures on a project-level returns basis. We maintain close relationships and open communication with our customers, which allows us to accelerate or delay our capital plans in real-time, maximizing our efficiency and return on capital deployed.

Our management has successfully permitted, developed, constructed and operated the assets needed to service growing total barrels handled, sold or transferred in the Permian Basin, while maintaining a conservative capital structure, sufficient liquidity and ample financial flexibility to meet our objectives and those of our customers. We intend to continue to pursue accretive growth projects that meet our return thresholds and strategically improve the value of our assets. Our integrated network provides accretive, organic growth opportunities where we expect to expand and enhance the value of our existing infrastructure.

In addition, we plan to evaluate and strategically pursue acquisitions that create synergies, strengthen our relationships with existing and prospective customers and meet our financial return thresholds while maintaining significant balance sheet flexibility.

Organizational Structure

Aris Inc. was incorporated as a Delaware corporation in May 2021. Following this offering and the related transactions, we will be a holding company whose sole material asset will consist of membership interests in Solaris LLC. Solaris LLC owns all of the outstanding equity interest in the subsidiaries through which we operate our assets. After the consummation of the transactions contemplated by this prospectus, we will be the sole managing member of Solaris LLC and will be responsible for all operational, management and administrative decisions relating to Solaris LLC's business and will consolidate financial results of Solaris LLC and its subsidiaries.

In connection with this offering, (a) all of the membership interests in Solaris LLC held by its existing owners, including those owned by ConocoPhillips, Trilantic, Yorktown and certain of our officers and directors and the other current members of Solaris LLC (collectively, the "Existing Owners"), will be converted into (i) a single class of units in Solaris LLC, which we refer to in this prospectus as "Solaris LLC Units," representing in the aggregate Solaris LLC Units and (ii) the right to receive the distributions of cash and shares of Class B common stock described in clause (c) and (d) below, (b) Aris Inc. will issue and contribute shares of its Class B common stock and all of the net proceeds of this offering it receives to Solaris LLC in exchange for a number of Solaris LLC Units equal to the number of shares of Class A common stock issued in the offering by Aris Inc. (assuming no exercise of the underwriters' option to purchase additional shares), (c) Solaris LLC will use a portion of the proceeds from this offering to distribute to the Existing Owners an aggregate amount of

cash equal to times the initial public offering price per share of Class A common stock after underwriting discounts and commissions and (d) Solaris LLC will distribute to each of the Existing Owners one share of Class B common stock for each Solaris LLC Unit such Existing Owner holds. If we increase or decrease the number of shares of Class A common stock sold in this offering, (i) the number of Solaris LLC Units and shares of Class B common stock issued to our Existing Owners will correspondingly decrease or increase, respectively, and (ii) the amount of cash distributed to our Existing Owners on a pro rata basis will correspondingly increase or decrease, respectively. After giving effect to these transactions and the offering contemplated by this prospectus, Aris Inc. will own an approximate % interest in Solaris LLC (or % if the underwriters' option to purchase additional shares is exercised in full) and the Existing Owners will own an approximate % interest in Solaris LLC (or % if the underwriters' option to purchase additional shares is exercised in full). Please see "Principal Stockholders."

To the extent the underwriters' option to purchase additional shares is exercised in full or in part, Aris Inc. will contribute the net proceeds therefrom to Solaris LLC in exchange for an additional number of Solaris LLC Units equal to the number of shares of Class A common stock issued pursuant to the underwriters' option. Solaris LLC will use any such net proceeds to redeem from the Existing Owners on a pro rata basis a number of Solaris LLC Units (together with an equivalent number of shares of our Class B common stock) equal to the number of shares of Class A common stock issued pursuant to the underwriters' option to purchase additional shares.

Each share of Class B common stock has no economic rights but entitles its holder to one vote on all matters to be voted on by stockholders generally. Holders of Class A common stock and Class B common stock will vote together as a single class on all matters presented to our stockholders for their vote or approval, except as otherwise required by applicable law or by our amended and restated certificate of incorporation. We do not intend to list our Class B common stock on any exchange.

Following this offering, under the Fourth Amended and Restated Limited Liability Company Agreement of Solaris LLC (the "Solaris LLC Agreement"), each Existing Owner will, subject to certain limitations, have the right (the "Redemption Right") to cause Solaris LLC to acquire all or a portion of its Solaris LLC Units for, at Solaris LLC's election, (x) shares of our Class A common stock at a redemption ratio of one share of Class A common stock for each Solaris Unit redeemed, subject to conversion rate adjustments for stock splits, stock dividends and reclassification and other similar transactions, or (y) an equivalent amount of cash. Alternatively, upon the exercise of the Redemption Right, Aris Inc. (instead of Solaris LLC) will have the right (the "Call Right") to acquire each tendered Solaris LLC Unit directly from the exchanging Existing Owner for, at Aris Inc.'s election, (x) one share of Class A common stock or (y) an equivalent amount of cash. In addition, upon a change of control of Aris Inc., Aris Inc. has the right to require each holder of Solaris LLC Units (other than Aris Inc.) to exercise its Redemption Right with respect to some or all of such unitholder's Solaris LLC Units. In connection with any redemption of Solaris LLC Units pursuant to the Redemption Right or our Call Right, the corresponding number of shares of Class B common stock will be cancelled. See "Certain Relationships and Related Party Transactions—Solaris LLC Agreement." The Existing Owners will have the right, under certain circumstances, to cause us to register the offer and resale of their shares of Class A common stock. See "Certain Relationships and Related Party Transactions—Registration Rights Agreement."

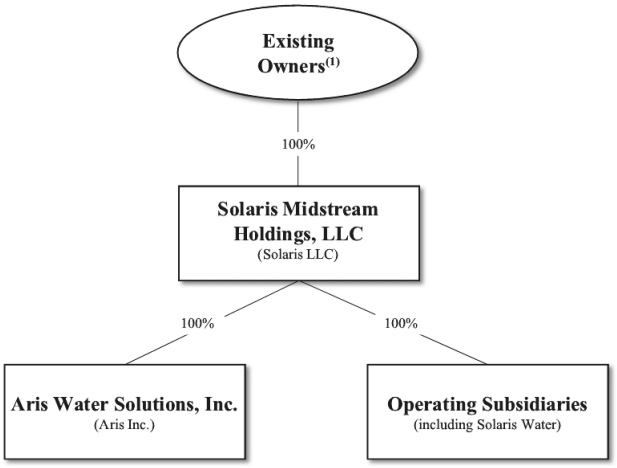
Aris Inc.'s acquisition or Solaris LLC's redemption, respectively, of Solaris LLC Units in connection with this offering or pursuant to an exercise of the Redemption Right or the Call Right are expected to result in adjustments to the tax basis of the tangible and intangible assets of Solaris LLC, and, as the case may be, some or all of such adjustments will be allocated to Aris Inc. The adjustments allocated to Aris Inc. would not have been available to Aris Inc. absent the acquisition of Solaris LLC Units and are expected to reduce the amount of cash tax that Aris Inc. would otherwise be required to pay in the future.

We will enter into a Tax Receivable Agreement (the "Tax Receivable Agreement") with the Existing Owners and permitted transferees (each such person, a "TRA Holder," and together, the "TRA Holders") at the closing of this offering. The Tax Receivable Agreement will generally provide for the payment by Aris Inc. to each TRA Holder of 85% of the net cash savings, if any, in U.S. federal, state and local income tax and franchise tax that Aris Inc. actually realizes (computed using simplifying assumptions to address the impact of state and local taxes) or is deemed to realize in certain circumstances in periods after this offering as a result of certain increases in tax basis that occur as a result of Aris Inc.'s acquisition or Solaris LLC's redemption, respectively, of all or a portion of such TRA Holder's Solaris LLC Units in connection with this offering or pursuant to the

exercise of the Redemption Right or the Call Right. Aris Inc. will retain the remaining 15% of these cash savings. For additional information regarding the Tax Receivable Agreement, see "Risk Factors—Risks Related to this Offering and Our Class A Common Stock" and "Certain Relationships and Related Party Transactions—Tax Receivable Agreement."

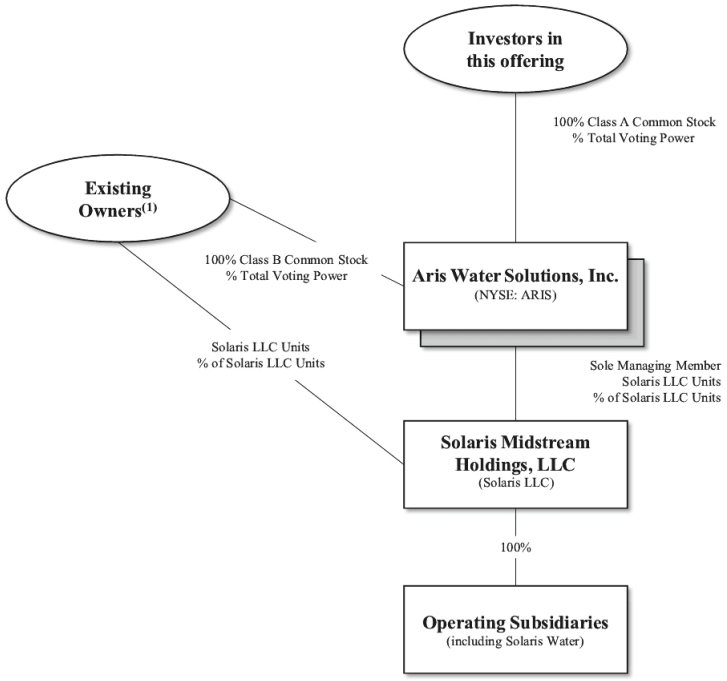
Because we are a holding company with no operations of our own, our ability to make payments under the Tax Receivable Agreement is dependent on the ability of Solaris LLC to make distributions to us in an amount sufficient to cover our obligations under the Tax Receivable Agreement. See "Risk Factors—Risks Related to this Offering and Our Class A Common Stock. Our sole material asset after completion of this offering will be our equity interest in Solaris LLC and we will be accordingly dependent upon distributions from Solaris LLC to pay taxes, make payments under the Tax Receivable Agreement and cover our corporate and other overhead expenses." If we experience a change of control (as defined under the Tax Receivable Agreement, which includes certain mergers, asset sales and other forms of business combinations and change of control events) or the Tax Receivable Agreement terminates early (at our election or as a result of our breach), we could be required to make a substantial, immediate lump-sum payment under the terms of the Tax Receivable Agreement. Please see the pro forma financial statements and the related notes thereto appearing elsewhere in this prospectus.

The following diagram reflects our simplified ownership structure immediately prior to this offering and the transactions related thereto:



(1) Includes ConocoPhillips, Trilantic, Yorktown, certain of our officers and directors and the other current members of Solaris LLC.

The following diagram reflects our simplified ownership structure immediately following this offering and the transactions related thereto (assuming the underwriters' option to purchase additional shares is not exercised):



(1) Includes ConocoPhillips, Trilantic, Yorktown, certain of our officers and directors and the other current members of Solaris LLC. See "Corporate Reorganization."

Implications of Being an Emerging Growth Company

As a company with less than $1.07 billion in revenue during our last fiscal year, we qualify as an emerging growth company ("EGC") as defined in the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"). For so long as we remain an EGC, we are permitted, and have elected, to rely on exemptions from specified disclosure requirements that are applicable to other public companies that are not EGCs. These exemptions include:

- being permitted to provide only two years of audited financial statements, in addition to any required unaudited interim financial statements, with correspondingly reduced "Management's Discussion and Analysis of Financial Condition and Results of Operations" disclosure;
- not being required to comply with the auditor attestation requirements in the assessment of our internal control over financial reporting;
- not being required to comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements;
- reduced disclosure obligations regarding executive compensation; and
- exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and obtaining stockholder approval of any golden parachute payments not previously approved.

We may take advantage of these provisions for up to five years following completion of this offering or such earlier time when we are no longer an EGC. We will cease to be an EGC if we have more than $1.07 billion in annual revenue, have more than $700 million in market value of our capital stock held by

non-affiliates or issue more than $1 billion of non-convertible debt over a three-year period. We may choose to take advantage of some, but not all, of the available exemptions. We have taken advantage of some reduced reporting requirements in this prospectus. Accordingly, the information contained herein may be different than the information you receive from other public companies in which you may hold stock. For a description of the qualifications and other requirements applicable to emerging growth companies and certain elections that we have made due to our status as an emerging growth company, see "Risk Factors—Related to this Offering and Our Class A Common Stock —For as long as we are an emerging growth company, we will not be required to comply with certain reporting requirements, including those relating to accounting standards and disclosure about our executive compensation, that apply to other public companies."

The JOBS Act provides that an EGC may take advantage of an extended transition period for complying with new or revised accounting standards. We intend to take advantage of all of the reduced reporting requirements and exemptions, including the longer phase-in periods for the adoption of new or revised financial accounting standards under Section 107 of the JOBS Act until we are no longer an emerging growth company. Our election to use the phase-in periods permitted by this election may make it difficult to compare our financial statements to those of non-emerging growth companies and other emerging growth companies that have opted out of the longer phase-in periods under Section 107 of the JOBS Act and who will comply with new or revised financial accounting standards. If we were to subsequently elect instead to comply with these public company effective dates, such election would be irrevocable pursuant to Section 107 of the JOBS Act.

Corporate Information

We were originally formed in 2016 as Solaris LLC, by our management, Trilantic, Yorktown and other investors to focus on developing sustainable built-for-purpose produced water infrastructure and produced water recycling solutions. Our principal executive offices are located at 9811 Katy Freeway, Suite 700, Houston, Texas 77024, and we have additional offices in Midland, Texas and Carlsbad, New Mexico. Our website address is *www.ariswater.com*. We expect to make our periodic reports and other information filed with or furnished to the Securities and Exchange Commission ("SEC") available, free of charge, through our website, as soon as reasonably practicable after those reports and other information are electronically filed with or furnished to the SEC. Information contained on our website or linked therein or otherwise connected thereto does not constitute part of and is not incorporated by reference into this prospectus or the registration statement of which this prospectus forms a part.

Summary of Our Risk Factors

An investment in our Class A common stock involves risks. Among these important risks are the following:

Risks Related to Our Business

- Our business depends on capital spending by the oil and gas industry in the Permian Basin, which could be negatively impacted by the COVID-19 pandemic.
- The widespread outbreak of an illness or any other communicable disease, or any other public health crisis, such as the COVID-19 pandemic, could adversely affect our business.
- If oil prices or natural gas prices remain volatile or were to decline, the demand for our services could be adversely affected.
- We operate in a highly competitive industry, which could negatively affect our ability to expand our operations.
- Growing our business by constructing new transportation systems and facilities subjects us to construction risks.
- We may be unable to attract and retain key members of management, qualified members of our Board and other key personnel.
- We may be unable to implement price increases or maintain existing prices on our services.
- Inherent risks associated with our operations may not be fully covered under our insurance policies.
- The loss of one or more of our customers could adversely affect our business.

- Because a significant portion of our revenues is derived from ConocoPhillips, any development that materially and adversely affects ConocoPhillips' operations, financial condition or market reputation could have a material adverse impact on us.
- Our lack of diversification increases the risk of an investment in us and we are vulnerable to risks associated with operating primarily in one geographic area.
- We could be harmed by a default of one of our customers.
- We may be required to take write-downs of the carrying values of certain assets and goodwill.
- Restrictive covenants under our debt instruments may limit our financial flexibility.
- Our leverage may limit our ability to borrow additional funds, comply with the terms of our indebtedness or capitalize on business opportunities.
- Increases in interest rates could adversely impact the price of our shares, our ability to issue equity or incur debt for acquisitions or other purposes.

Legal and Regulatory Risks

- Restrictions on the ability to procure water could decrease the demand for our services.
- Legislation or regulatory initiatives intended to address seismic activity could restrict our ability to recycle or handle produced water.
- Fuel conservation measures could reduce demand for our services.
- We may be subject to claims for personal injury and property damage.
- Unsatisfactory safety performance may negatively affect our customer relationships.
- We are subject to environmental and occupational health and safety laws and regulations that may expose us to significant liabilities for penalties and other costs.
- Climate change legislation, laws, and regulations could have a material adverse effect on our financial condition, results of operations and cash flows, as well as our reputation.
- A portion of our customers' oil and gas leases are granted by the federal government, which may suspend or terminate such leases.
- Laws and regulations related to hydraulic fracturing could result in increased costs and additional operating restrictions that may reduce demand for our services.
- Restrictions on drilling related to the protection of certain species of wildlife or their habitat could adversely affect our customer's ability to conduct drilling and related activities in areas where we operate.
- We may face increased obligations relating to the closing of our water handling facilities.
- Delays or restrictions in obtaining or renewing permits by us for our operations or by our customers for their operations could impair our business.

Risks Related to this Offering and Our Class A Common Stock

- Our sole material asset after completion of this offering will be our equity interest in Solaris LLC and we will be accordingly dependent upon distributions from Solaris LLC to pay taxes and other expenses.
- The requirements of being a public company may strain our resources, increase our costs and distract management.
- If we fail to develop or maintain an effective system of internal controls, we may not be able to accurately report our financial results or prevent fraud.
- For as long as we are an emerging growth company, we will not be required to comply with certain reporting requirements that apply to other public companies.

- The initial public offering price of our Class A common stock may not be indicative of the market price of our Class A common stock after this offering.
- Certain of our directors have significant duties with, and spend significant time serving, entities that may compete with us in seeking acquisitions and business opportunities and, accordingly, may have conflicts of interest in allocating time or pursuing business opportunities.
- Our governing organizational documents, as well as Delaware law, will contain provisions that could discourage acquisition bids or merger proposals.
- Investors in this offering will experience immediate and substantial dilution of $ per share.
- We cannot assure you that we will pay any dividends on our Class A common stock, and our indebtedness could limit our ability to pay dividends on our Class A common stock.
- The underwriters of this offering may waive or release parties to the lock-up agreements entered into in connection with this offering.
- Payments under the Tax Receivable Agreement may be accelerated and/or significantly exceed the actual benefits, if any, we realize in respect of the tax attributes subject to the Tax Receivable Agreement.
- We may issue preferred stock whose terms could adversely affect the voting power or value of our Class A common stock.

General Risks

- A terrorist attack or political unrest in various energy producing regions could harm our business.
- We are subject to cybersecurity risks and may not be able to keep pace with technological developments in our industry.

You should carefully read and consider the information set forth under the heading “Risk Factors” beginning on page 27 and the other information in this prospectus before investing in our Class A common stock.

The Offering

Issuer	Aris Water Solutions, Inc.
Class A common stock offered by us	shares.
Class A common stock outstanding immediately after this offering	shares (or shares if the underwriters exercise their option to purchase additional shares in full).
Class B common stock outstanding immediately after this offering	shares (or shares if the underwriters exercise their option to purchase additional shares in full), or one share for each Solaris LLC Unit held by the Existing Owners immediately following this offering. Class B shares are non-economic. When a Solaris LLC Unit is redeemed for a share of Class A common stock, a corresponding share of Class B common stock will be cancelled.
Voting power of Class A common stock after giving effect to this offering	% (or (i) % if the underwriters' option to purchase additional shares is exercised in full and (ii) 100% if all outstanding Solaris LLC Units held by the Existing Owners are redeemed (along with a corresponding number of shares of our Class B common stock) for newly issued shares of Class A common stock on a one-for-one basis).
Voting power of Class B common stock after giving effect to this offering	% (or (i) % if the underwriters' option to purchase additional shares is exercised in full and (ii) 0% if all outstanding Solaris LLC Units held by the Existing Owners are redeemed (along with a corresponding number of shares of our Class B common stock) for newly issued shares of Class A common stock on a one-for-one basis).
Voting rights	Each share of our Class A common stock entitles its holder to one vote on all matters to be voted on by stockholders generally. Each share of our Class B common stock entitles its holder to one vote on all matters to be voted on by stockholders generally. Holders of our Class A common stock and Class B common stock vote together as a single class on all matters presented to our stockholders for their vote or approval, except as otherwise required by applicable law or by our amended and restated certificate of incorporation. See "Description of Capital Stock."
Use of proceeds	We estimate that our net proceeds from this offering, based on an assumed initial public offering price of $ per share of Class A common stock (the midpoint of the price range set forth on the cover of this prospectus), after deducting underwriting discounts and estimated expenses of this offering and the Reorganization payable by us, will be approximately $ million.

	We intend to contribute all of the net proceeds of this offering received by us to Solaris LLC in exchange for Solaris LLC Units. We intend to cause Solaris LLC to distribute approximately $ million of the net proceeds to Existing Owners as part of the corporate reorganization being undertaken in connection with this offering. As of the date of this prospectus, we have no specific plan for the remaining net proceeds received by us. However, we intend to cause Solaris LLC to use the remaining net proceeds for general corporate purposes, which may include capital expenditures, working capital and potential acquisitions and strategic transactions. Please see "Use of Proceeds."
Dividend policy	Depending on factors deemed relevant by our Board, following completion of this offering, our Board may elect to declare cash dividends on our Class A common stock, subject to our compliance with applicable law, and depending on, among other things, our financial condition, results of operations, projections, liquidity, earnings, legal requirements, and restrictions in our debt (as further discussed herein). The payment of any future dividends will be at the discretion of our Board, which will be constituted upon completion of this offering and comprise a majority of independent directors. Our Board has not declared any dividends, and we do not expect to adopt a written dividend policy. Our Board may determine not to declare any cash dividends. Our ability to pay dividends depends on our receipt of cash dividends from our operating subsidiaries, which may further restrict our ability to pay dividends as a result of the laws of their jurisdiction of organization, agreements of our subsidiaries or covenants under any indebtedness we or our subsidiaries incur. Our Restated Credit Agreement (as defined herein) generally permits Solaris LLC to pay distributions to us if (i) such distributions are funded using only Available Cash (as defined in the Restated Credit Agreement), (ii) Solaris LLC's leverage ratio (calculated pursuant to the terms of the Restated Credit Agreement) is less than or equal to 3.75 to 1.00 on a pro forma basis and (iii) Solaris LLC has liquidity in excess of 15% of the existing commitments under the Restated Credit Agreement. If no loans are outstanding under our Restated Credit Agreement before or after such distribution, the leverage ratio specified in clause (ii) is increased to 4.00 to 1.00 and clause (iii) does not apply. The indenture that governs our notes generally permits Solaris LLC to pay distributions to us if Solaris LLC's Consolidated Leverage Ratio (as defined in such indenture) is less than or equal to 3.50 to 1.00 on a pro forma basis after giving effect to such distribution. In addition, as long as Solaris LLC's Fixed Charge Coverage Ratio (as defined in the indenture) for the prior four fiscal quarters is not less than 2.00 to 1.00, the indenture permits Solaris LLC to make distributions to us so long as such distribution, together with other

	distributions, does not exceed a basket amount determined by adding (i) 50% of Solaris LLC's Consolidated Net Income (as defined in the indenture) taken as one period from January 1, 2021 to the most recently completed fiscal quarter, plus (ii) cash contributions to the equity of Solaris LLC and the fair market value of property acquired with Solaris LLC's equity interests or contributed to its common equity capital, plus (iii) certain other other items, which basket amount is reduced by distributions made pursuant to the Consolidated Leverage Ratio test described in the immediately prior sentence. Solaris LLC also has the ability under the indenture to make distributions in an amount not in excess of $15.0 million since the date of the indenture. Holders of our Class B common stock will not be entitled to cash dividends. Following the Reorganization and this offering, Aris Inc. will be a holding company and its sole material asset will be ownership of the Solaris LLC Units, of which it will be the managing member. Subject to funds being legally available for distribution, we intend to cause Solaris LLC to advance distributions to Aris Inc. in an amount intended to enable Aris Inc. to pay certain applicable taxes as well as advance distributions to allow Aris Inc. to make payments under the Tax Receivable Agreement and any subsequent tax receivable agreements that we may enter into in connection with future acquisitions. If an advance is made to Aris Inc. to enable it to pay certain applicable taxes, Aris Inc. will use commercially reasonable efforts to cause Solaris LLC to make advance distributions to each of the members of Solaris LLC. The advance distributions, if any, made to the members of Solaris LLC generally will be pro rata based on each member's ownership of Solaris LLC units, calculated based on the amount distributed to Aris Inc. If the amount of tax distributions to be made exceeds the amount of funds available for distribution, Aris Inc. will receive the full amount of its tax distribution before the other members receive any distribution and the balance, if any, of funds available for distribution will be distributed to the other members pro rata in accordance with each member's ownership of Solaris LLC units, calculated based on the amount distributed to Aris Inc. See “Dividend Policy.”
Redemption Rights of Existing Owners	Under the Solaris LLC Agreement, each Existing Owner will, subject to certain limitations, have the right, pursuant to the Redemption Right, to cause Solaris LLC to acquire all or a portion of its Solaris LLC Units for, at Solaris LLC’s election, (x) shares of our Class A common stock at a redemption ratio of one share of Class A common stock for each Solaris LLC Unit redeemed, subject to conversion rate adjustments for stock splits, stock dividends and reclassification and other similar transactions, or (y) an equivalent amount of cash. Alternatively, upon the exercise of the Redemption Right,

	Aris Inc. (instead of Solaris LLC) will have the right, pursuant to the Call Right, to acquire each tendered Solaris LLC Unit directly from the redeeming Existing Owner for, at Aris Inc.'s election, (x) one share of Class A common stock or (y) an equivalent amount of cash. In addition, upon a change of control of Aris Inc., Aris Inc. has the right to require each holder of Solaris LLC Units (other than Aris Inc.) to exercise its Redemption Right with respect to some or all of such unitholder's Solaris LLC Units. In connection with any redemption of Solaris LLC Units pursuant to the Redemption Right or our Call Right, the corresponding number of shares of Class B common stock will be cancelled. See "Certain Relationships and Related Party Transactions—Solaris LLC Agreement."
Tax Receivable Agreement	Aris Inc.'s acquisition or Solaris LLC's redemption, respectively, of Solaris LLC Units in connection with this offering or pursuant to an exercise of the Redemption Right or the Call Right, as the case may be, is expected to result in adjustments to the tax basis of the tangible and intangible assets of Solaris LLC and some or all of such adjustments will be allocated to Aris Inc. These adjustments would not have been available to Aris Inc. absent its acquisition of Solaris LLC Units and are expected to reduce the amount of cash tax that Aris Inc. would otherwise be required to pay in the future. In connection with the closing of this offering, we will enter into a Tax Receivable Agreement with the TRA Holders which will generally provide for the payment by Aris Inc. to each TRA Holder of 85% of the net cash savings, if any, in U.S. federal, state and local income tax and franchise tax that Aris Inc. actually realizes or is deemed to realize in certain circumstances in periods after this offering as a result of certain tax basis increases and deemed interest deductions arising from these payments. We will retain the remaining 15% of these cash savings. If we experience a change of control or there is an early termination under the Tax Receivable Agreement, we could be required to make an immediate payment to TRA Holders under the Tax Receivable Agreement. See "Risk Factors—Risks Related to this Offering and Our Class A Common Stock" and "Certain Relationships and Related Party Transactions—Tax Receivable Agreement."
Risk factors	You should carefully read and consider the information set forth in the section entitled "Risk Factors" beginning on page 27, together with all of the other information set forth in this prospectus, before deciding whether to invest in our Class A common stock.
Directed Share Program	At our request, the underwriters have reserved for sale, at the initial public offering price, up to 5% of the shares of our Class A common stock offered by this prospectus (excluding the shares of Class A common stock that may be issued upon the underwriters' exercise of their option to

	purchase additional shares) to individuals, including our officers, directors and employees, as well as friends and family members of our officers and directors. The sales of shares of our Class A common stock will be made by Raymond James & Associates, Inc. The number of shares of our Class A common stock available for sale to the general public, referred to as the general public shares, will be reduced to the extent that these persons purchase all or a portion of the reserved shares. Any reserved shares not so purchased will be offered by the underwriters to the general public on the same basis as the other shares offered by this prospectus. Likewise, to the extent demand by these persons exceeds the number of shares reserved for sale in the program, and there are remaining shares available for sale to these persons after the general public shares have first been offered for sale to the general public, then such remaining shares may be sold to these persons at the discretion of the underwriters. We have agreed to indemnify the underwriters against certain liabilities and expenses, including liabilities under the Securities Act, in connection with sales of the directed shares. For more information regarding the directed share program, please read "Underwriting—Directed Share Program."
Listing and trading symbol	We intend to apply to list our Class A common stock on the New York Stock Exchange (the "NYSE") under the symbol "ARIS."

Unless otherwise noted, Class A common stock outstanding after the offering and other information based thereon in this prospectus does not reflect any of the following:

- shares of Class A common stock issuable upon exercise of the underwriters' option to purchase additional shares;
- shares of Class A common stock issuable under our 2021 Equity Incentive Plan (the "2021 Plan"), including:
  - shares of Class A common stock underlying restricted stock units or other awards to be granted to certain employees and non-employee directors pursuant to the 2021 Plan immediately after the closing of this offering; and
  - additional shares of Class A common stock to be reserved for future issuance of awards under the 2021 Plan; and
- shares of Class A common stock reserved for issuance upon exchange of the Solaris LLC Units (together with a corresponding number of shares of Class B common stock) that will be outstanding immediately after this offering.

Throughout this prospectus, we present performance metrics and financial information regarding the business of Solaris LLC. This information is generally presented on an enterprise-wide basis. The public stockholders will be entitled to receive a pro rata portion of the economics of Solaris LLC's operations through their ownership of our Class A common stock. Aris Inc.'s ownership of Solaris LLC Units initially will represent a minority share of Solaris LLC. The members of Solaris LLC initially will continue to hold a majority of the economic interest in the operations of Solaris LLC as non-controlling interest holders, through ownership of Solaris LLC Units. Prospective investors should be aware that the owners of the Class A common stock initially will be entitled only to a minority economic position, and therefore should evaluate performance metrics and financial information in this prospectus accordingly. As Solaris LLC Units are exchanged for Class A common stock over time (or, at our election, for cash), the percentage of the economic interest in Solaris LLC's operations to which Solaris and the public stockholders are entitled will increase proportionately.

Summary Historical Financial and Operating Data

Aris Inc. was formed in May 2021 and does not have historical financial operating results. The following table shows summary historical consolidated financial data of our accounting predecessor, Solaris LLC. The summary historical financial data set forth below as of and for each of the years ended December 31, 2020 and 2019 have been derived from our audited consolidated financial statements included elsewhere in this prospectus. The summary unaudited historical interim financial data set forth below as of and for each of the six months ended June 30, 2021 and 2020 have been derived from our unaudited condensed consolidated financial statements included elsewhere in this prospectus and which, in the opinion of management, have been prepared on a basis consistent with the audited financial statements and the notes thereto and include all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation of this information. These unaudited financial statements should be read in conjunction with the audited financial statements.

The summary historical financial data is qualified in its entirety by, and should be read in conjunction with, "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Corporate Reorganization," our consolidated financial statements and related notes and our unaudited pro forma financial statements and related notes and other financial and operating information included elsewhere in this prospectus. Among other things, our historical consolidated financial statements include more detailed information regarding the basis of presentation for the information in the following table. Historical results are not necessarily indicative of results that may be expected for any future period.

(Dollars in thousands)	Six Months Ended June 30,		Year Ended December 31,	
	2021	2020	2020	2019
	(unaudited)			
Statement of Operations Data:				
Revenue:				
Produced Water Handling	$ 85,810	$69,031	$141,659	$ 81,418
Water Solutions	16,963	15,061	29,813	37,375
Total revenues	102,773	84,092	171,472	118,793
Cost of revenue:				
Direct operating costs	43,206	49,433	95,431	71,973
Depreciation, amortization and accretion	30,172	19,778	44,027	19,670
Total cost of revenue	73,378	69,211	139,458	91,643
Operating expenses:				
General and administrative	10,012	8,648	18,663	15,299
(Gain) loss on disposal of asset, net	217	67	133	(5,100)
Transaction costs	77	3,099	3,389	1,010
Abandoned projects	1,356	1,133	2,125	2,444
Total operating expenses	11,662	12,947	24,310	13,653
Operating income	17,733	1,934	7,704	13,497
Other expense:				
Other expense	380	—	—	176
Interest expense, net	9,975	3,265	7,674	260
Total other expense	10,355	3,265	7,674	436
Income (loss) before taxes	7,378	(1,331)	30	13,061
Income tax expense	2	6	23	1
Net income (loss)	$ 7,376	$ (1,337)	$ 7	$ 13,060

(Dollars in thousands, except per share and per barrel data)	Six Months Ended June 30,		Year Ended December 31,	
	2021	2020	2020	2019
	(unaudited)			
Pro Forma Statement of Operations Data[1]				
Pro forma net income (loss)[2]				
Pro forma non-controlling interest[3]				
Pro forma net income (loss) attributable to common stockholders[2]				
Pro forma net income (loss) per share attributable to common stockholders[4]				
Basic and diluted				
Pro forma weighted average shares outstanding				
Basic and diluted				
Balance Sheet Data (at end of period):				
Cash and cash equivalents	$ 31,123	$ 14,986	$ 24,932	$ 7,083
Accounts receivable, net	25,928	22,893	21,561	33,523
Accounts receivable from affiliates	18,346	12,086	11,538	15,837
Total current assets	80,824	52,950	66,068	60,763
Total property, plant and equipment, net	649,980	596,074	618,188	481,790
Total assets	1,088,762	1,033,165	1,057,805	838,234
Total current liabilities	49,366	53,679	45,789	69,166
Long-term debt, net	391,115	280,000	297,000	220,000
Total liabilities	447,445	339,418	349,512	292,726
Total mezzanine equity	—	72,391	74,378	—
Total members' equity	641,317	621,356	633,915	545,508
Consolidated Statements of Cash Flows Data:				
Operating activities	$ 30,690	$ 40,911	$ 67,771	$ 4,149
Investing activities	(42,353)	(92,581)	(139,589)	(228,368)
Financing activities	17,854	59,572	89,667	223,959
Non-GAAP Measures:				
Adjusted EBITDA[5]	$ 54,029	$ 35,919	$ 73,896	$ 47,199
Adjusted Operating Margin[5]	$ 63,820	$ 43,780	$ 91,020	$ 62,431
Adjusted Operating Margin per Barrel[5]	$ 0.41	$ 0.36	$ 0.36	$ 0.35
Operating Data (kbwpd):				
Produced Water Handling Volumes	684	562	570	343
Recycled Produced Water Volumes Sold	88	29	44	20
Groundwater Water Volumes Sold	51	65	61	77
Total Water Solutions Volumes Sold	139	94	105	97
Groundwater Water Volumes Transferred	43	11	11	49
Total Water Solutions Volumes Sold or Transferred	182	105	116	146
Total Volumes	866	667	686	489

(1) For additional information regarding our pro forma information, please see the pro forma financial statements and the related notes thereto appearing elsewhere in this prospectus.

(2) Pro forma net loss reflects a pro forma income tax benefit of $ million and $ million, respectively, for the six months ended June 30, 2021 and the year ended December 31, 2020, of which $ million and $ million, respectively, is associated with the income tax effects of the corporate reorganization described under "Corporate Reorganization" and this offering. Aris Inc. is a corporation and is subject to U.S. federal and State of Texas income tax. Our predecessor, Solaris LLC, was not subject to U.S. federal income tax at an entity level. As a result, the consolidated net loss in our historical financial statements does not reflect the tax expense we would have incurred if we were subject to U.S. federal income tax at an entity level during such periods.

(3) Reflects the pro forma adjustment to non-controlling interest and net income (loss) attributable to common stockholders to reflect the ownership of Solaris LLC Units by each of the Existing Owners.

(4) Pro forma net loss per share attributable to common stockholders and weighted average shares outstanding reflect the estimated number of shares of Class A common stock we expect to have outstanding upon the completion of our corporate reorganization described under "Corporate Reorganization." Pro forma weighted average shares outstanding used to compute pro forma earnings per share for the six months ended June 30, 2021 and the year ended December 31, 2020 excludes shares and shares, respectively, of weighted average restricted Class A common stock expected to be issued in connection with this offering under our long-term incentive plan.

(5) Adjusted EBITDA, Adjusted Operating Margin and Adjusted Operating Margin per Barrel are non-GAAP financial measures. Please read "—Non-GAAP Financial Measures" for additional information regarding these non-GAAP financial measures and a reconciliation to the most comparable GAAP measures of each.

Non-GAAP Financial Measures

We use certain non-GAAP performance measures to evaluate current and past performance and prospects for the future to supplement our GAAP financial information presented in accordance with GAAP. These non-GAAP financial measures are important factors in assessing our operating results and profitability and include the performance and liquidity measures included below.

Adjusted EBITDA

We define Adjusted EBITDA as net income (loss), plus interest expense, income taxes, depreciation, amortization and accretion expense, plus any impairment charges, abandoned project charges or asset write-offs, plus non-cash losses on the sale of assets or subsidiaries, losses on sale of assets, and non-recurring, extraordinary or unusual expenses or charges, including temporary power costs, litigation expenses, severance expenses and transaction costs, less any gains on sale of assets.

Adjusted Operating Margin and Adjusted Operating Margin per Barrel

We define Adjusted Operating Margin as gross margin plus depreciation, amortization and accretion expense and plus temporary power costs. We define Adjusted Operating Margin per Barrel as Adjusted Operating Margin divided by the total number of barrels handled, sold or transferred.

We believe this presentation is used by investors and professional research analysts for the valuation, comparison, rating, and investment recommendations of companies within our industry. Additionally, we use this information for comparative purposes within our industry. Adjusted EBITDA, Adjusted Operating Margin and Adjusted Operating Margin per Barrel are not measures of financial performance under GAAP and should not be considered as measures of liquidity or as alternatives to net income (loss). Adjusted EBITDA, Adjusted Operating Margin and Adjusted Operating Margin per Barrel as defined by us may not be comparable to similarly titled measures used by other companies and should be considered in conjunction with net income (loss) and other measures prepared in accordance with GAAP, such as gross margin, operating income or cash flows from operating activities. Adjusted EBITDA, Adjusted Operating Margin and Adjusted Operating Margin per Barrel should not be considered in isolation or as a substitute for an analysis of our results as reported under GAAP.

The following table sets forth a reconciliation of net income as determined in accordance with GAAP to Adjusted EBITDA for the periods indicated:

	Three Months Ended June 30,		Six Months Ended June 30,		Year Ended December 31,	
(Dollars in thousands)	2021	2020	2021	2020	2020	2019
	(unaudited)		(unaudited)			
Net income (loss)	**$ 4,561**	**$ (931)**	**$ 7,376**	**$ (1,337)**	**$ 7**	**$13,060**
Interest expense, net	7,324	1,675	9,975	3,265	7,674	260
Income tax expense	2	2	2	6	23	1
Depreciation, amortization and accretion	15,215	10,289	30,172	19,778	44,027	19,670
Abandoned projects	1,145	498	1,356	1,133	2,125	2,444
Temporary power costs(1)	1,604	3,898	4,253	9,121	14,979	15,611
(Gain) loss on sale of assets, net(2)	173	67	217	67	—	(5,173)
Settled litigation(3)	—	440	—	597	1,482	316
Transaction costs(4)	15	1,352	77	3,099	3,389	1,010
Other(5)	601	190	601	190	190	—
Adjusted EBITDA	**$30,640**	**$17,480**	**$54,029**	**$35,919**	**$73,896**	**$47,199**

The following table sets forth a reconciliation of gross margin as determined in accordance with GAAP to Adjusted Operating Margin and Adjusted Operating Margin per Barrel for the periods indicated:

(Dollars in thousands, except per barrel data)	Three Months Ended June 30,		Six Months Ended June 30,		Year Ended December 31,	
	2021	2020	2021	2020	2020	2019
	(unaudited)		(unaudited)			
Gross margin[6]	**$18,917**	**$ 7,193**	**$29,395**	**$14,881**	**$32,014**	**$27,150**
Depreciation, amortization and accretion	15,215	10,289	30,172	19,778	44,027	19,670
Temporary power costs[1]	1,604	3,898	4,253	9,121	14,979	15,611
Adjusted Operating Margin	**$35,736**	**$21,380**	**$63,820**	**$43,780**	**$91,020**	**$62,431**
Total Volumes (mmbw)	84	55	157	120	251	178
Adjusted Operating Margin per Barrel	**$ 0.42**	**$ 0.39**	**$ 0.41**	**$ 0.36**	**$ 0.36**	**$ 0.35**

(1) In the past, to secure long-term produced water handling contracts we constructed assets in advance of grid power infrastructure availability. As a result, we rented temporary power generation equipment that would not be necessary if grid power connections were available. Temporary power costs are calculated by taking temporary power and rental expenses incurred during the period and subtracting estimated expenses that would have been incurred during such period had permanent grid power been available. Power infrastructure and permanent power availability rapidly expanded in the Permian Basin in 2020 and the first quarter of 2021 and we made significant progress in reducing these expenses. Our temporary power expenses have been substantially eliminated as of the end of the second quarter of 2021.

(2) Includes gains and losses on sale of assets.

(3) Litigation is primarily related to a dispute regarding rights-of-way that was successfully settled in arbitration. Amounts represent legal expenses solely related to this dispute.

(4) Represents certain transaction expenses primarily related to certain advisory and legal expenses associated with a recapitalization process that was terminated in first quarter 2020 and the Concho Acquisitions (as defined herein).

(5) Represents severance charges and loss on debt modification.

(6) The following table sets forth the calculation of our gross margin for each of the periods presented:

(Dollars in thousands)	Three Months Ended June 30,		Six Months Ended June 30,		Year Ended December 31,	
	2021	2021	2021	2020	2020	2019
	(unaudited)		(unaudited)			
Revenues	$ 56,584	$ 37,645	$102,773	$ 84,092	$ 171,472	$118,793
Cost of revenue	(37,667)	(30,452)	(73,378)	(69,211)	(139,458)	(91,643)
Gross margin (GAAP)	**$ 18,917**	**$ 7,193**	**$ 29,395**	**$ 14,881**	**$ 32,014**	**$ 27,150**

RISK FACTORS

Investing in our Class A common stock involves risks. The risks described below are not the only ones that we face. Additional risks not presently known to us or that we currently deem immaterial individually or in the aggregate may also impair our business operations. You should carefully consider the information in this prospectus, including the matters addressed under "Cautionary Statement Regarding Forward-Looking Statements" and the following risks before making an investment decision. If any of these risks were to occur, our business, financial condition, results of operations or prospects could be materially adversely affected. The trading price of our Class A common stock could decline due to any of these risks, and you may lose all or part of your investment.

Risks Related to Our Business

Our business depends on capital spending by the oil and gas industry in the Permian Basin and reductions in capital spending as a result of the spread of COVID-19 or otherwise could have a material adverse effect on our liquidity, results of operations and financial condition.

Demand for our services is directly affected by current and anticipated oil and natural gas prices and related capital spending by our customers to explore for, develop and produce oil and gas in the Permian Basin. Our Produced Water Handling revenues are substantially dependent upon oil, natural gas and NGL production from our customers' upstream activity. Our Water Solutions revenues are substantially dependent upon the number of wells drilled and completed by our customers and the amount of water used in completing each well. In addition, there is a natural decline in production from existing wells that are connected to our gathering systems. Although we expect that our customers will continue to devote substantial resources to the development of oil and gas reserves, we have no control over this activity and our customers have the ability to reduce or curtail such development at their discretion. Prices for oil and gas historically have been extremely volatile and are expected to continue to be volatile, particularly in light of the impacts of the COVID-19 pandemic. In March 2020, Saudi Arabia and Russia failed to reach a decision to cut production of oil and gas along with the Organization of the Petroleum Exporting Countries ("OPEC"). Subsequently, Saudi Arabia significantly reduced the prices at which it sells oil and announced plans to increase production. These events, combined with the COVID-19 pandemic, contributed to a sharp drop in prices for oil in the first quarter of 2020 continuing into the second quarter of 2020. In April 2020, OPEC and Russia (together with OPEC and other allied producing countries, "OPEC+") agreed to curtail oil production by approximately 10 million barrels per day. Further, some U.S. producers chose to shut-in or choke back production on specific wells to reduce production, but the impact of these cuts on the market price for oil and natural gas remains uncertain. During the year ended December 31, 2020, the average West Texas Intermediate ("WTI") spot price was $39.16, versus an average price of $62.21 for the six months ended June 30, 2021. While oil prices have improved since their lows in April 2020, the continued impact of the COVID-19 pandemic and the associated impacts to oil demand will result in continued uncertainty around the near-term price of oil.

If oil and gas prices decline, our customers may further reduce their exploration, development and production activities and demand lower rates for our services or delay, modify, or terminate their use of our services. Volatility or weakness in oil prices or natural gas prices (or the perception that oil prices or natural gas prices will decrease) affects the spending patterns of our customers and may result in the drilling or completion of fewer new wells or lower production spending on existing wells. This, in turn, could lead to lower demand for our services and may cause lower rates and lower utilization of our assets. For example, multiple leading international and national oil companies, as well as public and private independent oil and gas producers, have reduced capital expenditures in 2020, and most of our customers have reduced their capital expenditures budget for 2021. Even in an environment of stronger oil and gas prices, fewer oil and gas completions in our market areas as a result of decreased capital spending may have a negative long-term impact on our business. Any of these conditions or events could adversely affect our operating results, as they did in 2020 and may continue to do so in 2021. If our customers fail to maintain or increase their capital spending and demand for our services, it could have a material adverse effect on our liquidity, results of operations and financial condition.

Industry conditions are influenced by numerous factors over which we have no control, including:

- the severity and duration of world health events, including the COVID-19 pandemic, related economic repercussions and the resulting severe disruption in the oil and gas industry and negative impact on demand for oil and gas, which negatively impacts the demand for our services;
- domestic and foreign economic conditions and supply of and demand for oil and gas;
- the level of prices, and expectations regarding future prices, of oil and gas;
- the level of global oil and gas exploration and production and storage capacity;
- operational challenges relating to the COVID-19 pandemic and efforts to mitigate the spread of the virus, including logistical challenges resulting from limited worksite access, remote work arrangements, performance of contracts and supply chain disruption;
- recommendations of, or restrictions imposed by, government and health authorities, including travel bans, quarantines, and shelter-in-place orders to address the COVID-19 pandemic;
- actions by the members of OPEC+ with respect to oil production levels and announcements of potential changes in such levels, including the ability of the OPEC+ countries to agree on and comply with supply limitations;
- governmental regulations, including environmental restrictions and the policies of governments regarding the exploration for and production and development of their oil and gas reserves;
- taxation and royalty charges;
- political and economic conditions in oil and gas producing countries;
- global weather conditions, pandemics and natural disasters;
- worldwide political, military and economic conditions;
- the cost of producing and delivering oil and gas;
- the discovery rates of new oil and gas reserves and the availability of commercially viable geographic areas in which to explore and produce crude oil and natural gas;
- activities by non-governmental organizations to limit certain sources of funding for the energy sector or restrict the exploration, development and production of oil and gas;
- the ability of oil and gas producers to access capital;
- technical advances affecting production efficiencies and overall energy consumption; and
- the potential acceleration of the development of alternative fuels.

The widespread outbreak of an illness or any other communicable disease, or any other public health crisis, such as the COVID-19 pandemic, could adversely affect our business, results of operations and financial condition.

The global or national outbreak of an illness or any other communicable disease, or any other public health crisis, such as the COVID-19 pandemic, may cause disruptions to our business and operational plans, which may include (i) shortages of qualified employees in a given area, (ii) unavailability of contractors and subcontractors, (iii) interruption of supplies from third parties upon which we rely, (iv) recommendations of, or restrictions imposed by, government and health authorities, including quarantines, to address the COVID-19 pandemic, (v) restrictions that we and our contractors and subcontractors impose, including facility shutdowns or access restrictions, to ensure the safety of employees, and (vi) reductions, delays or cancellations of planned operations by our customers. Additionally, these disruptions could negatively impact our financial results.

Further, the effects of the COVID-19 pandemic and concerns regarding its global spread have negatively impacted the global economy, reduced global oil demand, disrupted global supply chains and created significant volatility and disruption of financial and commodities markets, which could lead to our customers curtailing existing production due to lack of downstream demand or storage capacity as well as reducing or eliminating the number of wells completed in the near to medium term. Additionally, a significant majority of states as well as

local jurisdictions have imposed, and others in the future may impose, "stay-at-home" orders, quarantines, executive orders and similar government orders and restrictions for their residents to control the spread of COVID-19. Such orders or restrictions, and the perception that such orders or restrictions could occur, have resulted in business closures, work stoppages, slowdowns and delays, work-from-home policies, travel restrictions and cancellation of events, among other effects.

The extent of the impact of the COVID-19 pandemic on our operational and financial performance, including our ability to execute our business strategies and initiatives, will depend on future developments, including the duration and spread of COVID-19 and related restrictions on travel and general mobility, all of which are uncertain and cannot be predicted. An extended period of global supply chain and economic disruption, as well as significantly decreased demand for oil and gas, could materially affect our business, results of operations, access to sources of liquidity and financial condition, and we have experienced the negative impacts of such disruption since March 2020.

If oil prices or natural gas prices remain volatile or were to decline, the demand for our services could be adversely affected.

The volume of water we process is driven in large part by the level of crude oil production, which is primarily determined by current and anticipated oil and natural gas prices and the related levels of capital spending and drilling activity in the areas in which we have operations. In addition, a portion of our profitability in our Produced Water Handling business is generated from the sale of crude oil that we recover when processing produced water, and lower crude oil prices have an adverse impact on these profits. Volatility or weakness in oil prices or natural gas prices (or the perception that oil prices or natural gas prices will decrease) affects the spending patterns of our customers and may result in the drilling or completion of fewer new wells or lower production spending on existing wells. This, in turn, could lead to lower demand for our services and may cause lower rates and lower utilization of our assets. If oil prices or natural gas prices decline, or if completions activity is reduced, the demand for our services and our results of operations could be materially and adversely affected.

Prices for oil and gas historically have been extremely volatile and are expected to continue to be volatile. During 2020, WTI prices ranged from a low of $(36.98) to a high of $63.27 per barrel. In the first six months of 2021, WTI prices ranged from $47.47 to $74.21 per barrel. If the prices of oil and natural gas decline, our operations, financial condition, cash flows and level of expenditures may be materially and adversely affected.

The crude oil and natural gas production industry tends to run in cycles and may, at any time, cycle into a downturn; if that occurs, the rate at which it returns to former levels, if ever, will be uncertain. Prior adverse changes in the global economic environment and capital markets and declines in prices for crude oil and natural gas have caused many customers to reduce capital budgets for future periods and have caused decreased demand for crude oil and natural gas. Limitations on the availability of capital, or higher costs of capital, for financing expenditures have caused and may continue to cause customers to make additional reductions to capital budgets in the future even if commodity prices increase from current levels. These cuts in spending may curtail drilling programs and other discretionary spending, which could result in a reduction in business opportunities and demand for our services, the rates we can charge and our utilization. In addition, certain of our customers could become unable to satisfy their contractual commitments, including to us, which could materially and adversely affect our results of operation. These unprecedented conditions also make it more difficult for us to forecast future results.

We operate in a highly competitive industry, which may intensify as our competitors expand their water supply, produced water recycling, and produced water handling operations, thereby causing us to lose market share, and which could negatively affect our ability to expand our operations.

The Produced Water Handling and Water Solutions businesses are highly competitive and include numerous companies capable of competing effectively in our markets on a local basis. In our Water Solutions business, we compete with landowners, water supply and transfer companies, and companies who engage in the sale or treatment of produced water. Our Produced Water Handling business is in direct and indirect competition with other businesses, including water handling and other produced water treatment businesses. Some of our larger diversified competitors have a similarly broad geographic scope, as well as greater financial and other resources than us, while others focus on specific basins only and may have locally competitive cost efficiencies as a result.

Additionally, there may be new companies that enter the water solutions business, or our existing and potential customers may develop their own water solutions businesses. Our ability to maintain current revenue and cash flows, and our ability to expand our operations, could be adversely affected by the activities of our competitors and our customers. If our competitors substantially increase the resources they devote to the development and marketing of competitive services or substantially decrease the prices at which they offer their services, we may be unable to effectively compete. If our existing and potential customers develop their own water solutions businesses, we may not be able to effectively replace that revenue. All of these competitive pressures could have a material adverse effect on our business, results of operations and financial condition.

The oil and gas industry is intensely competitive, and in certain businesses we compete with other companies that have greater resources than us. Many of our larger competitors provide a broader base of services on a regional, national or worldwide basis. These companies may have a greater ability to continue providing water infrastructure services during periods of low commodity prices, to contract for equipment, to secure trained personnel, to secure contracts and permits and to absorb the burden of present and future federal, state, provincial, local and other laws and regulations (as applicable). Any inability to compete effectively with larger companies could have a material adverse impact on our financial condition and results of operations.

Growing our business by constructing new transportation systems and facilities subjects us to construction risks and risks that supplies for such systems and facilities will not be available upon completion thereof.

One of the ways we intend to grow our business is through the construction of expansions to our systems and/or the construction of new produced water pipelines, treatment facilities and water handling facilities. These expansion projects require the expenditure of significant amounts of capital, which may exceed our resources, and involve numerous regulatory, environmental, political and legal uncertainties, including political opposition by landowners, environmental activists and others. There can be no assurance that we will complete these projects on schedule, or at all, or at the budgeted cost. Our revenues may not increase upon the expenditure of funds on a particular project. Moreover, we may undertake expansion projects to capture anticipated future growth in production in a region in which anticipated production growth does not materialize or for which we are unable to acquire new customers. As a result, our new facilities and infrastructure may not be able to attract enough demand for our services to achieve our expected investment return, which could materially and adversely affect our consolidated results of operations and financial position.

We may face opposition to the operation of our water pipelines and facilities from various groups.

We may face opposition to the operation of our water pipelines and facilities from environmental groups, landowners, tribal groups, local groups and other advocates. Such opposition could take many forms, including organized protests, attempts to block or sabotage our operations, intervention in regulatory or administrative proceedings involving our assets, or lawsuits or other actions designed to prevent, disrupt or delay the operation of our assets and business. For example, repairing our pipelines often involves securing consent from individual landowners to access their property and provide us with sufficient temporary space to allow us to conduct repairs. One or more landowners may resist our efforts to make needed repairs, which could lead to an interruption in the operation of the affected pipeline or facility for a period of time that is significantly longer than would have otherwise been the case. In addition, acts of sabotage or eco-terrorism could cause significant damage or injury to people, property or the environment or lead to extended interruptions of our operations. Any such event that interrupts the revenues generated by our operations, or which causes us to make significant expenditures not covered by insurance, could reduce our cash available for paying distributions to our partners and, accordingly, adversely affect our financial condition and the market price of our securities.

The fees charged to customers under our agreements for the gathering, transportation or handling of produced water may not escalate sufficiently to cover increases in costs and the agreements may be suspended in some circumstances, which would affect our profitability.

Our costs may increase more rapidly than the fees that we charge to customers pursuant to our contracts with them. Additionally, some customers' obligations under their agreements with us may be permanently or temporarily reduced upon the occurrence of certain events, some of which are beyond our control, including force majeure events wherein the supply of produced water is curtailed or cut off. Force majeure events include (but are not limited to) revolutions, wars, acts of enemies, embargoes, import or export restrictions, strikes,

lockouts, fires, storms, floods, acts of God, explosions, mechanical or physical failures of our equipment or facilities of our customers. If the escalation of fees is insufficient to cover increased costs, or if any customer suspends or terminates its contracts with us, our profitability could be materially affected.

The ability to attract and retain key members of management, qualified Board members and other key personnel is critical to the success of our business and may be challenging.

Our success will depend to a large extent upon the efforts and abilities of our senior management team and having experienced individuals serving on our Board who are also knowledgeable about our operations and our industry. The success of our business also depends on other key personnel. The ability to attract and retain these key personnel may be difficult in light of the volatility of our business. Acquiring and keeping personnel could prove more difficult or cost substantially more than estimated. These factors could cause us to incur greater costs or prevent us from pursuing our business strategy as quickly as we would otherwise wish to do. If executives or other key personnel resign, retire or are terminated, or their service is otherwise interrupted, we may not be able to replace them adequately or in a timely manner and we could experience significant declines in productivity.

Our industry has experienced a high rate of employee turnover. Any difficulty we experience replacing or adding personnel could have a material adverse effect on our liquidity, results of operations and financial condition.

We are dependent upon the available labor pool of skilled employees and may not be able to find enough skilled labor to meet our needs, which could have a negative effect on our growth. We are also subject to the Fair Labor Standards Act, which governs such matters as minimum wage, overtime and other working conditions. Our services require skilled workers who can perform physically demanding work. As a result of our industry volatility, pronounced declines in drilling and completions activity, as well as the demanding nature of the work, many workers have left the oilfield services sector to pursue employment in different fields. If we are unable to retain or meet the growing demand for skilled technical personnel, our operating results and our ability to execute our growth strategies may be adversely affected.

Constraints in the supply of equipment used in providing services to our customers and replacement parts for such could affect our ability to execute our growth strategies.

Equipment used in providing services to our customers is normally readily available. Market conditions could trigger constraints in the supply chain of certain equipment or replacement parts for such equipment, which could have a material adverse effect on our business.

The growth of our business through acquisitions may expose us to various risks, including those relating to difficulties in identifying suitable, accretive acquisition opportunities and integrating businesses, assets and personnel, as well as difficulties in obtaining financing for targeted acquisitions and the potential for increased leverage or debt service requirements.

As a component of our business strategy, we intend to pursue selected, accretive acquisitions of complementary assets, businesses and technologies. Acquisitions involve numerous risks, including:

- unanticipated costs and assumption of liabilities and exposure to unforeseen liabilities of the acquired business, including but not limited to environmental liabilities;
- difficulties in integrating the operations and assets of the acquired business and the acquired personnel;
- limitations on our ability to properly assess and maintain an effective internal control environment over an acquired business;
- potential losses of key employees and customers of the acquired business;
- risks of entering markets in which we have limited prior experience; and
- increases in our expenses and working capital requirements.

In evaluating acquisitions, we generally prepare one or more financial cases based on a number of business, industry, economic, legal, regulatory and other assumptions applicable to the proposed transaction. Although we expect a reasonable basis will exist for those assumptions, the assumptions will generally involve current estimates of future conditions. Realization of many of the assumptions will be beyond our control. Moreover, the

uncertainty and risk of inaccuracy associated with any financial projection will increase with the length of the forecasted period. Some acquisitions may not be accretive in the near term and will be accretive in the long-term only if we are able to timely and effectively integrate the underlying assets and such assets perform at or near the levels anticipated in our acquisition projections.

The process of integrating an acquired business may involve unforeseen costs and delays or other operational, technical and financial difficulties and may require a significant amount of time and resources. Our failure to successfully incorporate the acquired business and assets into our existing operations or to minimize any unforeseen operational difficulties could have a material adverse effect on our financial condition and results of operations. Furthermore, there is intense competition for acquisition opportunities in our industry. Competition for acquisitions may increase the cost of, or cause us to refrain from, completing acquisitions.

In addition, we may not have sufficient capital resources to complete any additional acquisitions. We may incur substantial indebtedness to finance future acquisitions and also may issue equity, debt or convertible securities in connection with such acquisitions. Debt service requirements could represent a significant burden on our results of operations and financial condition and the issuance of additional equity or convertible securities could be dilutive to our existing equity holders. Furthermore, we may not be able to obtain additional financing on satisfactory terms. Even if we have access to the necessary capital, we may be unable to continue to identify suitable acquisition opportunities, negotiate acceptable terms or successfully acquire identified targets.

Our operations are subject to inherent risks in the oil and gas industry, some of which are beyond our control. These risks may be self-insured, or may not be fully covered under our insurance policies.

Our operations are subject to hazards inherent in the oil and gas industry, such as, but not limited to, accidents and releases of produced water into the environment. These conditions can cause:

- disruption in operations;
- substantial repair or remediate costs;
- personal injury or loss of human life;
- significant damage to or destruction of property, plant and equipment;
- environmental pollution, including groundwater contamination;
- impairment or suspension of operations; and
- substantial revenue loss.

The occurrence of a significant event or adverse claim in excess of the insurance coverage that we maintain or that is not covered by insurance could have a material adverse effect on our liquidity, consolidated results of operations and consolidated financial condition. Any interruption in our services due to pipeline breakdowns or necessary maintenance or repairs could reduce sales revenues and earnings. Litigation arising from a catastrophic occurrence at a location where our equipment and services are being used may result in our being named as a defendant in lawsuits asserting large claims.

We do not have insurance against all foreseeable risks, either because insurance is not available or because of the high premium costs. The occurrence of an event not fully insured against or the failure of an insurer to meet its insurance obligations could result in substantial losses. In addition, we may not be able to maintain adequate insurance in the future at rates we consider reasonable. Insurance may not be available to cover any or all of the risks to which we are subject, or, even if available, it may be inadequate, or insurance premiums or other costs could rise significantly in the future so as to make such insurance prohibitively expensive.

There is uncertainty related to the future profitability of the oil and natural gas industry broadly.

Although we are not directly engaged in the extraction of oil and natural gas, produced water is a natural byproduct of crude oil and natural gas production. The negative sentiment toward the oil and natural gas industry compared to other industries has led to lower oil and gas representation in certain key equity market indices. Some investors, including certain pension funds, university endowments and family foundations, have stated policies to reduce or eliminate their investments in the oil and gas sector based on social and environment considerations. Many political and regulatory authorities, along with certain financing sources and well-funded

environmental activist groups, are devoting substantial resources and efforts to minimize or eliminate the use of oil and natural gas as a source of electricity, domestically and internationally, thereby reducing the demand and pricing for ancillary services and potentially materially and adversely impacting our future financial results, liquidity, ability to raise capital and growth prospects.

Climate issues continue to attract public and scientific attention, and increasing government attention is being paid to global climate issues and to emissions of greenhouse gas ("GHGs"), including emissions of carbon dioxide from oil and natural gas combustion. Concerns about the environmental impacts of the oil and natural gas industry, including impacts on global climate issues, are resulting in increased regulation of GHG emissions, unfavorable lending policies toward the financing of the oil and natural gas operations and divestment efforts affecting the investment community, which could adversely affect demand for our services. In addition, increasing attention to the risks of climate change has resulted in an increased possibility of lawsuits brought by public and private entities against oil and natural gas operators. If any of our customers are targeted by any such litigation and incur liability, which, to the extent that societal pressures or political or other factors are involved, could be imposed without regard to our causation of or contribution to the asserted damage or to other mitigating factors, demand for our services could be adversely effected.

A loss of one or more significant customers could materially or adversely affect our results of operations.

We expect to continue to depend on key customers to support our revenues for the foreseeable future. During times when the oil and natural gas markets weaken, our customers are more likely to experience financial difficulties, including being unable to access debt or equity financing, which could result in a reduction in our customers' spending for our services. Our five largest customers for the six months ended June 30, 2021 represented approximately 76% of our revenues. The loss of key customers, failure to renew contracts upon expiration, or a sustained decrease in demand by key customers could result in a substantial loss of revenues and could have a material and adverse effect on our consolidated results of operations.

Because a significant portion of our revenues is derived from ConocoPhillips, any development that materially and adversely affects ConocoPhillips' operations, financial condition or market reputation could have a material adverse impact on us.

ConocoPhillips is our largest customer, is a significant shareholder in us and is expected to play a significant role in our success. Accordingly, we are indirectly subject to the business risks of ConocoPhillips. Because a significant portion of our revenues is derived from ConocoPhillips, any development that materially and adversely affects ConocoPhillips' operations, financial condition or market reputation could have a material adverse impact on us. For the six months ended June 30, 2021 and the year ended December 31, 2020, ConocoPhillips and its affiliates accounted for approximately 51% and 38% of our revenues, respectively. As of June 30, 2021, ConocoPhillips and its affiliates accounted for approximately 35% of our accounts receivable.

Our lack of diversification increases the risk of an investment in us and we are vulnerable to risks associated with operating primarily in one geographic area.

All of our operations are in the Permian Basin in Texas and New Mexico, making us vulnerable to risks associated with operating in one geographic area. Due to the concentrated nature of our business activities, a number of our properties could experience any of the same conditions at the same time, resulting in a relatively greater impact on our results of operations than they might have on other companies that are more diversified. In particular, we may be disproportionately exposed to the impact of regional supply and demand factors, availability of equipment, facilities, personnel or services, significant governmental regulation, natural disasters, adverse weather conditions, water shortages or other drought related conditions. Such delays or interruptions could have a material adverse effect on our financial condition, results of operations and cash flows.

Seasonal weather conditions and natural or man-made disasters could severely disrupt normal operations and have an adverse effect on our business, financial position and results of operations.

We operate in the Permian Basin which may be adversely affected by seasonal weather conditions and natural or man-made disasters. During periods of heavy snow, ice, rain or extreme weather conditions such as high winds and tornados or after other natural disasters such as earthquakes or wildfires, we may be unable to access our assets and our facilities may be damaged, thereby reducing our ability to provide services and

generate revenues. In addition, hurricanes or other severe weather in the Gulf Coast region could seriously disrupt the supply of products and cause serious shortages in various areas, including the areas in which we operate. Such disruptions could potentially have a material adverse impact on our business, consolidated financial position, results of operations and cash flows.

We engage in transactions with related parties and such transactions present possible conflicts of interest that could have an adverse effect on us.

We have historically entered into a number of transactions with related parties. In particular, we have entered into a water gathering and handling agreement with ConocoPhillips, which upon completion of this offering (assuming no exercise of the underwriters' option to purchase additional shares) will own approximately % of our Class B common stock and an approximate % interest in Solaris LLC (representing approximately % of our combined economic interest and voting power), and certain of the Board members of Solaris LLC are affiliated with ConocoPhillips. Related party transactions create the possibility of conflicts of interest with regard to our management. Such a conflict could cause an individual in our management to seek to advance his or her economic interests above ours. Further, the appearance of conflicts of interest created by related party transactions could impair the confidence of our investors. Notwithstanding this, it is possible that a conflict of interest could have a material adverse effect on our liquidity, results of operations and financial condition. While the indenture that governs our 7.625% Senior Sustainability-Linked Notes due 2026 (the "notes") places restrictions on our ability to transact with ConocoPhillips, those restrictions are subject to significant exceptions.

The default by customers and counterparties could adversely affect our business, financial condition, and results of operations.

The deterioration in the financial condition of one or more of our significant customers or counterparties could result in their failure to perform under the terms of their agreement with us or default in the payment owed to us. Our customers and counterparties include crude oil and natural gas producers, equipment suppliers and groundwater suppliers whose creditworthiness may be suddenly and disparately impacted by, among other factors, commodity price volatility, deteriorating energy market conditions, and public and regulatory opposition to energy producing activities. Additionally, we depend on a limited number of customers for a significant portion of our revenues. In 2020, approximately 79% of our total consolidated revenues was generated from five of our customers. The concentration of credit risk may be affected by changes in economic or other conditions within our industry and may accordingly affect our overall credit risk. While we have credit approval procedures and policies in place, we are unable to completely eliminate the performance and credit risk to us associated with doing business with these parties. In a low commodity price environment, certain of our customers have been or could be negatively impacted, causing them significant economic stress resulting, in some cases, in a customer bankruptcy filing or an effort to renegotiate our contracts. The deterioration in the creditworthiness of our customers and the resulting increase in nonpayment and/or nonperformance by them could cause us to write down or write off accounts receivables or tangible and intangible assets. Such write-downs or write-offs could negatively affect our operating results in the periods in which they occur, and, if significant, could have a material adverse effect on our business, financial condition, results of operations, and cash flows. To the extent one or more of our key customers commences bankruptcy proceedings, our contracts with the customers may be subject to rejection under applicable provisions of the United States Bankruptcy Code or, if we so agree, may be renegotiated. Further, during any such bankruptcy proceeding, prior to assumption, rejection or renegotiation of such contracts, the bankruptcy court may temporarily authorize the payment of value for our services less than contractually required, which could have a material adverse effect on our business, financial condition, results of operations, and cash flows. The resolution of our outstanding claims against such a customer or counterparty is dependent on the terms of the plan of reorganization but may include our claims being converted to equity in the reorganized entity and in addition to impacting our business, financial condition and results of operations could require us to incur impairment charges against the associated assets or the write down of our goodwill.

Volumes of crude oil recovered during the produced water treatment process can vary. Any significant reduction in residual crude oil content in produced water we treat will affect our recovery of crude oil and, therefore, our profitability.

A portion of our profitability in our Produced Water Handling business is generated from the sale of crude oil that we recover when processing produced water. Our ability to recover sufficient volumes of crude oil is

dependent upon the residual crude oil content in the produced water we treat, which is, among other things, a function of water temperature. Generally, where water temperature is higher, residual crude oil content is lower. Thus, our crude oil recovery during the winter season is substantially higher than our recovery during the summer season. Additionally, residual crude oil content will decrease, if, among other things, producers begin recovering higher levels of crude oil in produced water prior to delivering such water to us for treatment. Any reduction in residual crude oil content in the produced water we treat could affect our profitability.

We may not be able to keep pace with technological developments in our industry.

The oil and gas industry is characterized by rapid and significant technological advancements and introductions of new products and services using new technologies. As others use or develop new technologies, we may be placed at a competitive disadvantage, and competitive pressures may force us to implement those new technologies at substantial cost. In addition, other water companies may have greater financial, technical and personnel resources that allow them to enjoy technological advantages and may allow them to implement new technologies before we can. We may not be able to respond to these competitive pressures and implement new technologies on a timely basis or at an acceptable cost. If one or more of the technologies we use now or in the future were to become obsolete or if we are unable to use the most advanced commercially available technology, our business, financial condition, results of operations and cash flows could be adversely affected.

We may be required to take write-downs of the carrying values of our long-lived assets and finite-lived intangible assets.

We evaluate our long-lived assets, such as property and equipment, and finite-lived intangible assets for impairment whenever events or changes in circumstances indicate that their carrying value may not be recoverable. Recoverability is measured by a comparison of their carrying amount to the estimated undiscounted cash flows to be generated by those assets. Based on specific market factors and circumstances at the time of prospective impairment reviews and the continuing evaluation of development plans, economics and other factors, we may be required to write down the carrying value of our long-lived and finite-lived intangible assets.

We may be required to take a write-down of the carrying value of goodwill.

We conduct our annual goodwill impairment assessment during the fourth quarter of each year, or more frequently if an event or circumstance indicates that the carrying value of a reporting unit may exceed the fair value. When possible impairment is indicated, we value the implied goodwill to compare it with the carrying amount of goodwill. If the carrying amount of goodwill exceeds its implied fair value, an impairment charge is recorded. The fair value of goodwill is based on estimates and assumptions applied by us such as revenue growth rates, gross margins, weighted average costs of capital, market multiples, and future market conditions and as affected by numerous factors, including the general economic environment and levels of exploration and production activity of oil and gas companies, our financial performance and trends, and our strategies and business plans, among others. As a result of this annual impairment assessment, we may be required to write down the carrying value of goodwill.

We previously identified a material weakness in our internal control over financial reporting and may identify additional material weaknesses in the future or otherwise fail to maintain an effective system of internal controls, which may result in material misstatements of our financial statements or cause us to fail to meet our periodic reporting obligations.

Prior to this offering, we were a private company with limited accounting personnel and other resources with which to address our internal controls and procedures. We have not completed an assessment of the effectiveness of our internal control over financial reporting, and our independent registered public accounting firm has not conducted an audit of our internal control over financial reporting. We identified a material weakness in our internal control over financial reporting as of December 31, 2020 caused by the misapplication of accounting principles related to the estimate of amortization in connection with our intangibles. We are taking steps to remediate this material weakness and are implementing additional controls around identifying and determining the appropriate amount of amortization to record in connection with intangible assets. A “material weakness” is a deficiency, or combination of deficiencies, in internal controls such that there is a reasonable possibility that a material misstatement in financial statements will not be prevented or detected on a timely basis.

Although we are taking steps to remediate the material weakness and the error amount was fully reflected and adjusted in our 2020 year-end financial statements, we can give no assurance that additional material weaknesses or significant deficiencies in our internal control over financial reporting will not be identified in the future. Our failure to design, implement and maintain effective internal control over financial reporting could result in errors in our financial statements that could result in a restatement of our financial statements and cause us to fail to meet our reporting obligations. Please see "—Risks Related to this Offering and Our Class A Common Stock—The requirements of being a public company, including compliance with the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the requirements of the Sarbanes-Oxley Act of 2002, may strain our resources, increase our costs and distract management, and we may be unable to comply with these requirements in a timely or cost-effective manner."

Our debt instruments have restrictive covenants that could limit our financial flexibility.

Our Credit Facility and the indenture that governs our notes contain financial and other restrictive covenants that limit our ability to engage in activities that may be in our long-term best interests. Our ability to borrow under our Credit Facility is subject to compliance with certain financial covenants, including leverage and interest coverage ratios. Our Credit Facility and the indenture that governs our senior notes include other restrictions that, among other things limit our ability to:

- incur indebtedness;
- grant liens;
- engage in mergers, consolidations and liquidations;
- make asset dispositions, restricted payments and investments;
- enter into transactions with affiliates; and
- amend, modify or prepay certain indebtedness.

Our business plan and our compliance with these covenants are based on a number of assumptions, the most important of which is relatively stable oil and gas production, including our customers' planned development and production activity remaining consistent with their communications with us, relatively predictable costs for our capital improvements, a materially consistent legal and regulatory environment, and increased demand for recycled water along with margin improvements. The significant deterioration of oil and gas production or our customers' development activity from current levels, higher capital expenditures or reduced recycling and higher operating costs could lead to lower revenues, cash flows and earnings, which in turn could lead to a default under certain financial covenants contained in the Credit Facility. Our leverage may also make our results of operations more susceptible to adverse economic and industry conditions by limiting our flexibility in planning for, or reacting to, changes in our business and the industry in which we operate and may place us at a competitive disadvantage as compared to our competitors that have less debt. Please see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Debt Agreements."

Our failure to comply with these covenants could result in an event of default that, if not cured or waived, could result in the acceleration of all of our debts. We may not have sufficient working capital to satisfy our debt obligations in the event of an acceleration of all or a significant portion of our outstanding indebtedness. Any of these events could have a material adverse effect on our business, financial condition and results of operations.

Our leverage may limit our ability to borrow additional funds, comply with the terms of our indebtedness or capitalize on business opportunities.

Our leverage may adversely affect our ability to fund future working capital, capital expenditures and other general corporate requirements, future acquisitions, construction or development activities, or to otherwise fully realize the value of our assets and opportunities because of the need to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness or to comply with any restrictive terms of our indebtedness. Other companies with which we compete may have greater liquidity, more unencumbered assets, less indebtedness, greater access to credit and other financial resources, lower cost structures, more effective risk management policies and procedures, greater ability to incur losses, longer-standing relationships with customers, greater potential for profitability from retail sales or greater flexibility in the timing of their sale of generation capacity and ancillary services than we do.

Constructing and maintaining water infrastructure used in the oil and gas industry requires significant capital. We may require additional capital in the future to develop and construct water handling, sourcing, transfer and other related infrastructure to execute our growth strategy. For the years ended December 31, 2020 and 2019, cash capital expenditures were approximately $140.0 million and $183.0 million, respectively. Historically, we have financed these investments through cash flows from operations, external borrowings and equity capital contributions. These sources of capital may not be available to us in the future. The inability to obtain additional financing to operate our business or capitalize on business opportunities, whether because of the restrictions set forth above or otherwise, could have a material adverse effect on our business, financial condition and results of operations.

Increases in interest rates could adversely impact the price of our shares, our ability to issue equity or incur debt for acquisitions or other purposes.

Interest rates on future borrowings, credit facilities and debt offerings could be higher than current levels, causing our financing costs to increase accordingly. Changes in interest rates, either positive or negative, may affect the yield requirements of investors who invest in our shares, and a rising interest rate environment could have an adverse impact on the price of our shares, our ability to issue equity or incur debt for acquisitions or other purposes.

Our business is difficult to evaluate because we have a limited operating history.

We were formed in May 2021 and do not have historical financial operating results. For purposes of this prospectus, our accounting predecessor is Solaris LLC, which was formed in November 2015. Except as expressly noted otherwise, our historical financial information and operational data described in this prospectus is that of Solaris LLC and its consolidated subsidiaries. As a result, there is only limited historical financial and operating information available upon which to base your evaluation of our performance.

Risks Related to Our Legal and Regulatory Environment

Restrictions on the ability to procure water or changes in water sourcing requirements could decrease the demand for our services.

Our business includes water transfer for use in our customers' oil and gas E&P activities. Our access to the water we supply may be limited due to reasons such as prolonged drought or our inability to acquire or maintain water sourcing permits or other rights. In addition, some state and local governmental authorities have begun to monitor or restrict the use of water subject to their jurisdiction for hydraulic fracturing to ensure adequate local water supply. For instance, some states require E&P companies to report certain information regarding the water they use for hydraulic fracturing and to monitor the quality of groundwater surrounding some wells stimulated by hydraulic fracturing. Any such decrease in the availability of water, or demand for water services, could adversely affect our business and results of operations.

Legislation or regulatory initiatives intended to address seismic activity could restrict our ability to recycle or handle produced water gathered from our E&P customers and, accordingly, could have a material adverse effect on our business.

We recycle or handle produced water gathered from oil and gas producing customers that result from their drilling and production operations. We operate pursuant to permits issued to us primarily by state oil and gas authorities overseeing such disposal activities. While these permits are issued pursuant to existing laws and regulations, these legal requirements are subject to change, which could result in the imposition of more stringent permitting or operating constraints or new monitoring and reporting requirements owing to, among other things, concerns of the public or governmental authorities regarding such disposal activities. One such concern relates to recent seismic events in the U.S. near underground disposal wells used for the disposal by injection of produced water resulting from oil and gas activities. Developing research suggests that the link between seismic activity and saltwater disposal may vary by region and that only a very small fraction of the tens of thousands of injection wells have been suspected to be, or have been, the likely cause of induced seismicity. In March 2016, the United States Geological Survey identified Texas and New Mexico as being among the states with areas of increased rates of induced seismicity that could be attributed to fluid injection or oil and natural gas extraction. In response to concerns regarding induced seismicity, regulators in some states have imposed, or are considering imposing, additional requirements in the permitting of produced water disposal wells to assess any relationship

between seismicity and the use of such wells. For example, the Texas Railroad Commission adopted new rules governing the permitting or re-permitting of wells used to dispose of produced water and other fluids resulting from the production of oil and natural gas in order to address these seismic activity concerns within the state. Among other things, these rules require companies seeking permits for disposal wells to provide seismic activity data in permit applications, provide for more frequent monitoring and reporting for certain wells and allow the state to modify, suspend or terminate permits on grounds that a disposal well is likely to be, or determined to be, causing seismic activity. States may issue orders to temporarily shut down or to curtail the injection depth of existing wells in the vicinity of seismic events. Increased regulation and attention given to induced seismicity could also lead to greater opposition, including litigation to limit or prohibit oil and natural gas activities utilizing injection wells for produced water disposal.

Additional consequences of this seismic activity are lawsuits alleging that disposal well operations have caused damage to neighboring properties or otherwise violated state and federal rules regulating waste disposal. These developments could result in additional regulation and restrictions on the use of injection wells. Increased regulation and attention given to induced seismicity could lead to greater opposition to oil and gas activities utilizing injection wells for waste disposal. The adoption and implementation of any new laws, regulations or directives that restrict our ability to recycle or handle produced water gathered from our customers by limiting, volumes, disposal rates, disposal well locations or otherwise, or requiring us to shut down disposal wells, could have a material adverse effect on our business, financial condition and results of operations.

In the future we may face increased obligations relating to the closing of our produced water handling facilities and may be required to provide an increased level of financial assurance to guarantee the appropriate closure activities occur for a produced water facility.

Obtaining a permit to own or operate produced water handling facilities generally requires us to establish performance bonds, letters of credit or other forms of financial assurance to address clean-up and closure obligations. As we acquire additional produced water handling facilities or construct additional produced water handling facilities, these obligations will increase. Additionally, in the future, regulatory agencies may require us to increase the amount of our closure bonds at existing produced water handling facilities. We have accrued approximately $5.6 million of asset retirement obligations related to our future closure obligations of our produced water handling facilities as of June 30, 2021. Moreover, actual costs could exceed our current expectations, as a result of, among other things, federal, state or local government regulatory action, increased costs charged by service providers that assist in closing produced water handling facilities and additional environmental remediation requirements. The obligation to satisfy increased regulatory requirements associated with our produced water handling facilities could result in an increase of our operating costs and have a material adverse effect on our business, financial position and results of operations.

Our sales of groundwater and our gathering, handling and recycling of produced water expose us to potential regulatory risks.

There are unique risks associated with recycling and/or handling produced water and the legal requirements related to handling produced water, or the disposal of produced water into a non-producing geologic formation by means of underground injection wells, are subject to change based on concerns of the public or governmental authorities. There remains substantial uncertainty regarding the disposal of produced water by means of underground injection wells, which could result in substantial additional liabilities or costs to us that cannot be predicted. These include liabilities related to the handling, treatment, storage, disposal, transport, release and use of radioactive materials, which could be in produced water received from our oil and nature gas producer customers, and uncertainties regarding the ultimate, and potential exposure to, technical and financial risks associated with modifying or decommissioning produced water handling facilities. Federal or state regulatory agencies could require the shutdown of produced water handling facilities for safety reasons or refuse to permit restart of any facility after unplanned or planned outages. New or amended safety and regulatory requirements may give rise to additional operation and maintenance costs and capital expenditures. Additionally, aging equipment may require more capital expenditures to keep each of these produced water handling facilities operating efficiently or in compliance with applicable laws and regulations. This equipment is also likely to require periodic upgrading and improvement in order to maintain compliance and probability. Although the safety

record of produced water handling generally has been very good, accidents and other unforeseen problems have occurred. The consequences of a major incident could be severe and include loss of life and property damage. Any resulting liability from a major environmental or catastrophic incident could exceed our resources, including insurance coverage.

Fuel conservation measures could reduce demand for oil and natural gas which would, in turn, reduce the demand for our services.

Fuel conservation measures, alternative fuel requirements and increasing consumer demand for alternatives to oil and natural gas could reduce demand for oil and natural gas. The impact of the changing demand for oil and natural gas may have a material adverse effect on our business, financial condition, prospects, results of operations and cash flows. Additionally, the increased competitiveness of alternative energy sources (such as wind, solar, geothermal, tidal, fuel cells and biofuels) could reduce demand for hydrocarbons and therefore for our services, which would lead to a reduction in our revenues.

We may be subject to claims for personal injury and property damage, which could materially adversely affect our financial condition and results of operations.

We operate with most of our customers under water gathering agreements and endeavor to allocate potential liabilities and risks between the parties in these agreements. Generally, under our water gathering agreements, including those relating to our services, we assume responsibility for, including control and removal of, pollution or contamination which originates above the surface and from our equipment or services. Our customers generally assume responsibility for, including control and removal of, all other pollution or contamination which may occur during operations, including that which may result from seepage or any other uncontrolled flow of drilling fluids. We may have liability in such cases if we are negligent or commit willful acts. Generally, our customers also agree to indemnify us against claims arising from their employees' personal injury or death to the extent that, in the case of our operations, their employees are injured or their properties are damaged by such operations unless resulting from our gross negligence or willful misconduct. Similarly, we generally agree to indemnify our customers for liabilities arising from personal injury to or death of any of our employees, unless resulting from gross negligence or willful misconduct of the customer. In addition, our customers generally agree to indemnify us for loss or destruction of customer-owned property or equipment and in turn, we agree to indemnify our customers for loss or destruction of property or equipment we own. However, despite this general allocation of risk, we might not succeed in enforcing such contractual allocation, might incur an unforeseen liability falling outside the scope of such allocation or may be required to enter into a water gathering agreement with terms that vary from the above allocations of risk. As a result, we may incur substantial losses which could materially and adversely affect our financial condition and results of operations.

Unsatisfactory safety performance may negatively affect our customer relationships and, to the extent we fail to retain existing customers or attract new customers, adversely impact our revenues.

Our ability to retain existing customers and attract new business is dependent on many factors, including our ability to demonstrate that we can reliably and safely operate our business and stay current on constantly changing rules, regulations, training and laws. Existing and potential customers consider the safety record of their service providers to be of high importance in their decision to engage third-party services. If one or more accidents were to occur at one of our operating sites, the affected customer may seek to terminate or cancel its use of our facilities or services and may be less likely to continue to use our services, which could cause us to lose substantial revenues. Further, our ability to attract new customers may be impaired if they elect not to purchase our third-party services because they view our safety record as unacceptable. In addition, it is possible that we will experience numerous or particularly severe accidents in the future, causing our safety record to deteriorate. This may be more likely as we continue to grow, if we experience high employee turnover or labor shortage, or add inexperienced personnel.

We are subject to environmental and occupational health and safety laws and regulations that may expose us to significant liabilities for penalties, damages or costs of remediation or compliance.

Our operations and the operations of our customers are subject to federal, state and local laws and regulations in the U.S. relating to protection of natural resources and the environment, health and safety aspects of our operations and waste management, including the disposal of waste and other materials. These laws and

regulations may impose numerous obligations on our operations and the operations of our customers, including the acquisition of permits to take fresh water from surface and underground sources, construct pipelines or containment facilities, drill wells or conduct other regulated activities, the incurrence of capital expenditures to mitigate or prevent releases of materials from our facilities or from customer locations where we are providing services, the imposition of substantial liabilities for pollution resulting from our operations, and the application of specific health and safety criteria addressing worker protection. Any failure on our part or the part of our customers to comply with these laws and regulations could result in the impairment or cancellation of operations, assessment of sanctions, including administrative, civil and criminal penalties, injunctions, reputational damage, the imposition of investigatory, remedial, and corrective action obligations or the incurrence of capital expenditures; the occurrence of restrictions, delays or cancellations in the permitting, development or expansion of projects; and the issuance of injunctions restricting or prohibiting some or all of our activities in a particular area.

Our business activities present risks of incurring significant environmental regulatory compliance costs and liabilities, including costs and liabilities resulting from our handling of byproducts of the oil and natural gas production process, because of air emissions and produced water discharges related to our operations. Our businesses include the operation of recycling facilities and oilfield waste disposal injection wells that pose risks of environmental liability, including leakage or accidental spills from the wells to surface or subsurface soils, surface water or groundwater. In addition, private parties, including the owners of properties upon which we perform services and facilities where our wastes are taken for recycling or disposal, also may have the right to pursue legal actions to enforce compliance as well as to seek damages for non-compliance with environmental laws and regulations or for personal injury or property or natural resource damages. Some environmental laws and regulations may impose strict and/or joint and several liability, which means that in some situations we could be exposed to liability as a result of our conduct that was lawful at the time it occurred or the conduct of, or conditions (such as environmental contamination) caused by, prior operators or other third parties. Remedial costs and other damages arising as a result of environmental laws and costs associated with changes in environmental laws and regulations could be substantial and could have a material adverse effect on our liquidity, results of operations and financial condition.

Over time, laws and regulations protecting the environment generally have the tendency to become more stringent, potentially leading to material increases in costs for future environmental compliance and remediation. The adoption of any new laws or regulations, amendment of existing laws and regulations, changes in interpretation of legal requirements or increased enforcement could restrict, delay or cancel exploratory or developmental drilling for oil and gas and could limit well servicing opportunities. We may not be able to recover some or any of our costs of compliance with these laws and regulations from insurance.

Climate change legislation, laws and regulations restricting emissions of greenhouse gases or prohibiting, restricting, or delaying oil and gas development on public lands, or legal or other action taken by public or private entities related to climate change could force our customers to incur increased capital and operating costs and could have a material adverse effect on our financial condition, results of operations and cash flows, as well as our reputation.

In December 2009, the EPA determined that emissions of carbon dioxide, methane and other GHGs endanger public health and the environment because emissions of such gases are, according to the EPA, contributing to warming of the Earth's atmosphere and other climatic changes. Based on these findings, the EPA began adopting and implementing regulations to restrict emissions of GHGs under existing provisions of the CAA. For more information on GHG regulation, please read "Business—Regulation—Environmental and Occupational Safety and Health Matters."

While Congress has from time to time considered legislation to reduce emissions of GHGs, there has not been significant activity in the form of adopted legislation to reduce emissions of GHGs in recent years. In the absence of Congressional action, many states have established rules aimed at reducing or tracking GHG emissions, including GHG cap and trade programs. Most of these cap and trade programs work by requiring major sources of emissions, such as electric power plants, or major producers of fuels, such as refineries and natural gas processing plants, to acquire and surrender emission allowances. The number of allowances available for purchase is reduced each year in an effort to achieve the overall GHG emission reduction goal.

In January 2021, President Biden issued an executive order that established an Interagency Working Group on the Social Cost of Greenhouse Gases ("Working Group"), which is called on to, among other things, develop

methodologies for calculating the "social cost of carbon," "social cost of nitrous oxide" and "social cost of methane." Final recommendations from the Working Group are due no later than January 2022. The Working Group published an interim updated technical guidance document in February 2021 which set interim cost values for the applicable greenhouse gas emissions. President Biden issued another executive order in January 2021 focused specifically on addressing climate change (the 2021 Climate Change Executive Order). Among other things, the 2021 Climate Change Executive Order directed the Secretary of the Interior to pause new oil and natural gas leasing on public lands or in offshore waters pending completion of a comprehensive review of the federal permitting and leasing practices, consider whether to adjust royalties associated with coal, oil, and gas resources extracted from public lands and offshore waters, or take other appropriate action, to account for corresponding climate costs. The 2021 Climate Change Executive Order also directs the federal government to identify "fossil fuel subsidies" to take steps to ensure that, to the extent consistent with applicable law, federal funding is not directly subsidizing fossil fuels. In June 2021, a federal judge for the U.S. District Court of the Western District of Louisiana issued a nationwide preliminary injunction against the pause of new oil and natural gas leasing on public lands or in offshore waters while litigation challenging that aspect of the 2021 Climate Change Executive Order is pending.

In February 2021, the United States rejoined the Paris Agreement, and in the future, the United States may also choose to adhere to other international agreements targeting GHG reductions. President Biden updated the United States' nationally determined contribution under the Paris Agreement by setting a target for the United States to reduce its greenhouse gas emissions by 50-52% from 2005 levels by 2030, and is likely to further take executive action or support legislation in furtherance of achieving these GHG emissions goals. The adoption of legislation or regulatory programs or other government action to reduce emissions of GHGs or restrict, delay or prohibit oil and gas development on public lands could require our customers and us to incur increased operating costs, such as costs to purchase and operate emissions control systems, to acquire emissions allowances or to comply with new regulatory or reporting requirements, or prevent us from conducting operations in certain areas. Any such legislation or regulatory programs could also increase the cost of consuming, and thereby reduce demand for, the oil and gas our customers produce. These risks are likely to be enhanced with President Biden taking office and Democrats gaining control of Congress. Please read "Business—Regulation—Environmental and Occupational Safety and Health Matters." Consequently, legislation and regulatory programs to reduce emissions of GHGs could have an adverse effect on our business, financial condition, results of operations and cash flows.

In addition, some scientists have concluded that increasing concentrations of GHGs in the Earth's atmosphere may produce climate changes that have significant physical effects, such as increased frequency and severity of storms, droughts, floods and other climatic events. If such climactic events were to occur more frequently or with greater intensity, our customers' exploration and development activities could be adversely affected, as these events could cause a loss of production from temporary cessation of activity or damaged facilities and equipment. If any such events were to occur, they could have an adverse effect on the demand for our services and our financial condition, results of operations and cash flows. For a more complete discussion of environmental laws and regulations intended to address climate change and their impact on our business and operations, please read "Business—Regulation—Environmental and Occupational Safety and Health Matters."

There have also been efforts in recent years to influence the investment community, including investment advisors and certain sovereign wealth, pension and endowment funds, as well as other stakeholders, promoting divestment of fossil fuel equities and pressuring lenders to limit funding to companies engaged in the extraction of fossil fuel reserves. Such environmental activism and initiatives aimed at limiting climate change and reducing air pollution could reduce the demand for our services and interfere with our customers' business activities and operations.

A portion of our customers' oil and gas leases are granted by the federal government. To the extent such leases are suspended or terminated, or we or our customers are unable to obtain permits or right-of-way grants required for operations on such leases, our operations could be materially affected.

A portion of our customers' leases in New Mexico are granted by the federal government and administered by the Bureau of Land Management ("BLM"), a federal agency. Operations conducted by us and our customers on federal oil and gas leases must comply with numerous additional statutory and regulatory restrictions, including permitting obligations. In addition, the U.S. Department of the Interior (via various of its agencies, including the BLM and the Office of Natural Resources Revenue) has certain authority over our activities on

federal and tribal lands. These leases contain relatively standardized terms requiring compliance with detailed regulations. Under certain circumstances, the BLM may require operations on federal leases to be suspended or terminated, or may deny permits or right-of-way grants required for operations on such leases. Any such suspension or termination, or inability to obtain required permits or right-of-way grants, could materially and adversely affect our interests.

Additionally, as noted above, the Biden Administration has taken several actions to curtail oil and gas activities on federal lands. For example, in the 2021 Climate Change Executive Order, the Biden Administration, among other things, instructed the Secretary of the Interior to pause new oil and natural gas leases on public lands or in offshore waters pending completion of a comprehensive review and reconsideration of federal oil and natural gas permitting and leasing practices. Following that executive order, the Acting Secretary for the Department of the Interior issued an order imposing a 60-day pause on the issuance of new leases, permits and right-of-way grants for oil and gas drilling on public lands, unless approved by senior officials at the Department of the Interior. In March 2021, the Biden Administration announced that career staff at the Department of the Interior would resume processing oil and gas drilling permits, and an ongoing review of the oil and gas program is being undertaken by the Department of the Interior; however, in June 2021, a federal judge for the U.S. District Court of the Western District of Louisiana issued a nationwide preliminary injunction against the pause of new oil and natural gas leases while litigation challenging that aspect of the 2021 Climate Change Executive Order is ongoing. The order did not apply to existing operations under valid leases or to operations on tribal lands, which the federal government merely holds in trust. We cannot guarantee that further action will not be taken that could curtail or limit oil and gas development on federal land.

Federal state and local legislation and regulatory initiatives relating to hydraulic fracturing, as well as governmental reviews of such activities, could result in increased costs and additional operating restrictions, delays or cancellations in the drilling and completion of oil and gas wells that may reduce demand for our services and could have a material adverse effect on our liquidity, consolidated results of operations and consolidated financial condition.

We do not conduct hydraulic fracturing operations, but many of our customers' crude oil and natural gas production operations require hydraulic fracturing as part of the well completion process. Hydraulic fracturing involves the injection of water, sand or other propping agents and chemicals under pressure into rock formations to stimulate oil and gas production. The EPA released the final results of its comprehensive research study on the potential adverse impacts that hydraulic fracturing may have on drinking water resources in December 2016. The EPA concluded that hydraulic fracturing activities can impact drinking water resources under some circumstances, including large volume spills and inadequate mechanical integrity of wells. The results of the EPA's study could spur action towards federal legislation and regulation of hydraulic fracturing or similar production operations. In past sessions, Congress has considered, but did not pass, legislation to amend the SDWA to remove the SDWA's exemption granted to most hydraulic fracturing operations (other than operations using fluids containing diesel) and to require reporting and disclosure of chemicals used by oil and gas companies in the hydraulic fracturing process. The EPA has issued SDWA permitting guidance for hydraulic fracturing operations involving the use of diesel fuel in fracturing fluids in those states where the EPA is the permitting authority. The EPA has also issued final regulations under the CAA establishing performance standards for new and modified sources in the oil and gas sector, including standards for the capture of VOCs released during hydraulic fracturing; and final rules in June 2016 to prohibit the discharge of wastewater from hydraulic fracturing operations to publicly owned wastewater treatment plants. The Trump Administration's rescission of the federal BLM's rules regarding wellbore integrity and handling of flowback water, on the other hand, is currently under judicial review. In addition, Congress has not adopted legislation to provide for federal regulation of hydraulic fracturing; however, President Biden could seek to pursue legislative, regulatory or executive initiatives that restrict hydraulic fracturing activities on federal lands.

In addition, a number of states and local regulatory authorities and federal politicians are considering or have implemented more stringent regulatory requirements applicable to hydraulic fracturing, including bans/moratoria on drilling that effectively prohibit further production of oil and gas through the use of hydraulic fracturing or similar operations. Texas has adopted regulations that require the disclosure of information regarding the substances used in the hydraulic fracturing process, and the Texas Railroad Commission has also adopted rules governing well casing, cementing and other standards for ensuring that hydraulic fracturing operations do not contaminate nearby water resources. Moreover, the legal requirements related to the disposal of produced water into a non-producing geologic formation by means of underground injection wells are subject to

change based on concerns of the public or governmental authorities regarding such disposal activities. In light of concerns about seismic activity being triggered by the injection of produced waters into underground wells, Texas regulators have asserted regulatory authority to limit injection activities in certain wells in an effort to reduce seismic activity. A 2015 U.S. Geological Survey report identified areas of increased rates of induced seismicity that could be attributed to fluid injection or oil and gas extraction. Another consequence of seismic events may be lawsuits alleging that disposal well operations have caused damage to neighboring properties or otherwise violated state and federal rules regulating waste disposal. These developments could result in additional regulation and restrictions on the use of injection wells by us. Increased regulation and attention given to induced seismicity could also lead to greater opposition, including litigation to limit or prohibit oil, natural gas and natural gas liquids activities utilizing injection wells for produced water disposal.

The adoption of new laws or regulations imposing reporting or operational obligations on, or otherwise limiting or prohibiting, the hydraulic fracturing process could make it more difficult for our customers to complete oil and gas wells in unconventional plays. In addition, if hydraulic fracturing becomes regulated at the federal level as a result of federal legislation or regulatory initiatives by the EPA, hydraulic fracturing activities could become subject to additional permitting requirements, and also to attendant permitting delays and potential increases in cost, which could adversely affect the demand for our services and results of operations. These risks are likely to be enhanced with President Biden taking office and Democrats gaining control of Congress.

Restrictions on drilling and related activities intended to protect certain species of wildlife or their habitat may adversely affect our customers' ability to conduct drilling and related activities in some of the areas where we operate.

Various federal and state statutes prohibit certain actions that harm endangered or threatened species and their habitats, migratory birds, wetlands and natural resources. These statutes include the Endangered Species Act ("ESA"), the Migratory Bird Treaty Act, the Bald and Golden Eagle Protection Act, the Clean Water Act, CERCLA and the OPA. The U.S. Fish and Wildlife Service may designate critical habitat and suitable habitat areas that it believes are necessary for survival of threatened or endangered species. A critical habitat or suitable habitat designation could result in further material restrictions to federal land use and private land use and could delay or prohibit our customers' land access or oil and gas development. If adverse impact to species or damages to wetlands, habitat or natural resources occur or may occur as result of our or our customers' activities, government entities or, at times, private parties may act to prevent such activities or seek damages for harm to species, habitat or natural resources resulting from our activities or our customers' drilling, construction or releases of oil, wastes, hazardous substances or other regulated materials, which could reduce the demand for our services.

For example, there have been repeated calls for the U.S. Fish and Wildlife Service ("USFWS") to list the dunes sagebrush lizard, which is found only in the active and semi-stable shinnery oak dunes of southeastern New Mexico and adjacent portions of Texas, including areas where we operate. Similar calls have been made for the lesser prairie-chicken, which can also be found in areas where we operate and was a candidate species for listing under the ESA by the USFWS for many years. However, in June 2012, the USFWS declined to list the dunes sagebrush lizard as endangered under the ESA in part due to oil and gas operators and private landowners in the Permian Basin entering into Candidate Conservation Agreements, whereby parties voluntarily agree to implement mitigation measures, such as habitat avoidance or time and manner operating restrictions so as not to adversely impact the dunes sagebrush lizard habitat. Recently, there have been renewed calls to review protections currently in place for the dunes sagebrush lizard and, in October 2019, environmental groups filed a lawsuit against the USFWS to compel the agency to list the species under the ESA. Environmental groups filed a similar lawsuit in June 2019 for the USFWS' alleged failure to act on a petition to list the lesser prairie-chicken. As a result of settlements in these suits, the USFWS agreed to act on the petition to list the dunes sagebrush lizard by June 30, 2020. On July 16, 2020, the USFWS issued its finding that substantial scientific or commercial information exists to suggest that listing of the dunes sagebrush lizard may be warranted under the ESA, and initiated its twelve-month review. On June 1, 2021, USFWS proposed to list two distinct population segments of the lesser prairie-chicken under the ESA. To the extent species are listed under the ESA or similar state laws, or previously unprotected species are designated as threatened or endangered in areas where our properties are located, operations on those properties could incur increased costs arising from species protection measures and face delays or limitations with respect to production activities thereon.

Delays or restrictions in obtaining or renewing permits by us for our operations or by our customers for their operations could impair our business.

Our operations and the operations of our oil and gas producing customers typically require that we and our customers obtain and maintain a number of permits from one or more governmental agencies in order to perform drilling and completion activities, secure water rights, construct impoundments tanks, and construct and operate pipelines, handling facilities and recycling facilities. Many of these permits require a significant amount of monitoring, record keeping and reporting in order to demonstrate compliance with the underlying permit. Noncompliance or incomplete documentation of our compliance status may result in the imposition of fines, penalties and injunctive relief. Such permits are typically issued by state agencies, but federal and local governmental permits may also be required. As of June 30, 2021, we had permits for (i) 225 miles of pipelines, (ii) 48 produced water handling facilities and (iii) four recycling facilities that, in each case, have not been constructed. We may not be able to achieve commercial operations on any particular permitted site. A decision by a governmental agency to deny or delay the renewal of any of these permits or other approval, or to revoke or substantially modify an existing permit or other approval, could adversely affect our ability to initiate or complete construction of any of these pipelines or facilities and we can provide no assurance that we will complete these projects on schedule, or at all. Additionally, these permits were issued pursuant to existing laws and regulations that are subject to change, which could result in the imposition of more stringent requirements and impair our ability to initiate or complete the construction of these pipelines and facilities.

In addition, some of our customers' drilling and completion activities in the U.S. may take place on federal land or Native American lands, requiring leases and other approvals from the federal government or Native American tribes to conduct such drilling and completion activities. Under certain circumstances, federal agencies may cancel proposed leases for federal lands and refuse to grant or delay required approvals. Therefore, our customers' operations in certain areas of the U.S. may be interrupted or suspended for varying lengths of time, causing a loss of revenue to us and adversely affecting our results of operations in support of those customers.

Risks Related to this Offering and Our Class A Common Stock

We are a holding company. Our sole material asset after completion of this offering will be our equity interest in Solaris LLC and we will be accordingly dependent upon distributions from Solaris LLC to pay taxes, make payments under the Tax Receivable Agreement and cover our corporate and other overhead expenses.

We are a holding company and will have no material assets other than our equity interest in Solaris LLC. Please see "Corporate Reorganization." We will have no independent means of generating revenue. To the extent Solaris LLC has available cash, we intend to cause Solaris LLC to make (i) generally pro rata advance distributions to Aris Inc. in an amount at least sufficient to allow us to pay our taxes, (ii) non-pro rata advance distributions to allow us to make payments under the Tax Receivable Agreement we will enter into with the TRA Holders and any subsequent tax receivable agreements that we may enter into in connection with future acquisitions and (iii) non-pro rata payments to us to reimburse us for our corporate and other overhead expenses. To the extent that we need funds and Solaris LLC or its subsidiaries are restricted from making such distributions or payments under applicable law or regulation or under the terms of our credit facility, the indenture governing our notes or any future financing arrangements, or are otherwise unable to provide such funds, our liquidity and financial condition could be materially adversely affected.

Moreover, because we will have no independent means of generating revenue, our ability to make payments under the Tax Receivable Agreement is dependent on the ability of Solaris LLC to make distributions to us in an amount sufficient to cover our obligations under the Tax Receivable Agreement. This ability, in turn, may depend on the ability of Solaris LLC's subsidiaries to make distributions to it. The ability of Solaris LLC, its subsidiaries and other entities in which it directly or indirectly holds an equity interest to make such distributions will be subject to, among other things, (i) the applicable provisions of Delaware law (or other applicable jurisdiction) that may limit the amount of funds available for distribution and (ii) restrictions in relevant debt instruments issued by Solaris LLC or its subsidiaries and/other entities in which it directly or indirectly holds an equity interest. To the extent that we are unable to make payments under the Tax Receivable Agreement for any reason, such payments will be deferred and will accrue interest until paid.

The requirements of being a public company, including compliance with the reporting requirements of the Exchange Act, and the requirements of the Sarbanes-Oxley Act of 2002, may strain our resources, increase our costs and distract management, and we may be unable to comply with these requirements in a timely or cost-effective manner.

As a public company, we will need to comply with new laws, regulations and requirements, certain corporate governance provisions of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), related regulations of the SEC and the requirements of the NYSE, with which we are not required to comply as a private company. Complying with these statutes, regulations and requirements will occupy a significant amount of time of our Board and management and will significantly increase our costs and expenses. We will need to:

- institute a more comprehensive compliance function;
- comply with rules promulgated by the NYSE;
- continue to prepare and distribute periodic public reports in compliance with our obligations under the federal securities laws;
- establish new internal policies, such as those relating to insider trading; and
- involve and retain to a greater degree outside counsel and accountants in the above activities.

Furthermore, while we generally must comply with Section 404 of the Sarbanes Oxley Act of 2002 for our fiscal year ending December 31, 2022, we are not required to have our independent registered public accounting firm attest to the effectiveness of our internal controls until our first annual report subsequent to our ceasing to be an "emerging growth company" within the meaning of Section 2(a)(19) of the Securities Act. Accordingly, we may not be required to have our independent registered public accounting firm attest to the effectiveness of our internal controls until as late as our annual report for the fiscal year ending December 31, 2026. Once it is required to do so, our independent registered public accounting firm may issue a report that is adverse in the event it is not satisfied with the level at which our controls are documented, designed, operated or reviewed. Compliance with these requirements may strain our resources, increase our costs and distract management, and we may be unable to comply with these requirements in a timely or cost-effective manner.

In addition, we expect that being a public company subject to these rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified individuals to serve on our Board or as executive officers. We are currently evaluating these rules, and we cannot predict or estimate the amount of additional costs we may incur or the timing of such costs.

If we fail to develop or maintain an effective system of internal controls, we may not be able to accurately report our financial results or prevent fraud. As a result, current and potential stockholders could lose confidence in our financial reporting, which would harm our business and the trading price of our Class A common stock.

Effective internal controls are necessary for us to provide reliable financial reports, prevent fraud and operate successfully as a public company. If we cannot provide reliable financial reports or prevent fraud, our reputation and operating results would be harmed. We cannot be certain that our efforts to develop and maintain our internal controls will be successful, that we will be able to maintain adequate controls over our financial processes and reporting in the future or that we will be able to comply with our obligations under Section 404 of the Sarbanes-Oxley Act. Any failure to develop or maintain effective internal controls, or difficulties encountered in implementing or improving our internal controls, could harm our operating results or cause us to fail to meet our reporting obligations. Ineffective internal controls could also cause investors to lose confidence in our reported financial information, which would likely have a negative effect on the trading price of our Class A common stock.

For as long as we are an emerging growth company, we will not be required to comply with certain reporting requirements, including those relating to accounting standards and disclosure about our executive compensation, that apply to other public companies.

We are classified as an "emerging growth company" under the JOBS Act. For as long as we are an emerging growth company, which may be up to five full fiscal years, unlike other public companies, we will not

be required to, among other things: (i) provide an auditor's attestation report on management's assessment of the effectiveness of our system of internal control over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act; (ii) comply with any new requirements if adopted by the PCAOB requiring mandatory audit firm rotation or a supplement to the auditor's report in which the auditor would be required to provide additional information about the audit and the financial statements of the issuer; (iii) provide certain disclosures regarding executive compensation required of larger public companies; or (iv) hold nonbinding advisory votes on executive compensation. We will remain an emerging growth company for up to five years, although we will lose that status sooner if we have more than $1.07 billion of revenues in a fiscal year, have more than $700.0 million in market value of our Class A common stock held by non-affiliates, or issue more than $1.0 billion of non-convertible debt over a three-year period.

To the extent that we rely on any of the exemptions available to emerging growth companies, you will receive less information about our executive compensation and internal control over financial reporting than issuers that are not emerging growth companies. If some investors find our Class A common stock to be less attractive as a result, there may be a less active trading market for our Class A common stock and our stock price may be more volatile.

The initial public offering price of our Class A common stock may not be indicative of the market price of our Class A common stock after this offering. In addition, an active, liquid and orderly trading market for our Class A common stock may not develop or be maintained, and our stock price may be volatile.

Prior to this offering, our Class A common stock was not traded on any market. An active, liquid and orderly trading market for our Class A common stock may not develop or be maintained after this offering. Active, liquid and orderly trading markets usually result in less price volatility and more efficiency in carrying out investors' purchase and sale orders. The market price of our Class A common stock could vary significantly as a result of a number of factors, some of which are beyond our control. In the event of a drop in the market price of our Class A common stock, you could lose a substantial part or all of your investment in our Class A common stock. The initial public offering price will be negotiated between us and the representatives of the underwriters, based on numerous factors which we discuss in "Underwriting," and may not be indicative of the market price of our Class A common stock after this offering. Consequently, you may not be able to sell shares of our Class A common stock at prices equal to or greater than the price paid by you in this offering.

The following factors could affect our stock price:

- quarterly variations in our financial and operating results;
- the public reaction to our press releases, our other public announcements and our filings with the SEC;
- strategic actions by our competitors;
- changes in revenue or earnings estimates, or changes in recommendations or withdrawal of research coverage, by equity research analysts;
- speculation in the press or investment community;
- the failure of research analysts to cover our Class A common stock;
- sales of our Class A common stock by us or other stockholders, or the perception that such sales may occur;
- changes in accounting principles, policies, guidance, interpretations or standards;
- additions or departures of key management personnel;
- actions by our stockholders;
- general market conditions, including fluctuations in commodity prices;
- domestic and international economic, legal and regulatory factors unrelated to our performance; and
- the realization of any risks described under this "Risk Factors" section.

The stock markets in general have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. These broad market fluctuations may adversely affect the trading price of our Class A common stock. Securities class action litigation has often been instituted against companies

following periods of volatility in the overall market and in the market price of a company's securities. Such litigation, if instituted against us, could result in very substantial costs, divert our management's attention and resources and harm our business, operating results and financial condition.

Our principal stockholders will collectively hold a substantial majority of the voting power of our common stock.

Holders of Class A common stock and Class B common stock will vote together as a single class on all matters presented to our stockholders for their vote or approval, except as otherwise required by applicable law or our amended and restated certificate of incorporation. Upon completion of this offering (assuming no exercise of the underwriters' option to purchase additional shares), the Existing Owners will own 100.0% of our Class B common stock and a % interest in Solaris LLC (representing % of our combined economic interest and voting power) of which, (i) ConocoPhillips will own approximately % of our Class B common stock and an approximate % interest in Solaris LLC (representing approximately % of our combined economic interest and voting power), (ii) Trilantic will own approximately % of our Class B common stock and an approximate % interest in Solaris LLC (representing approximately % of our combined economic interest and voting power) and (iii) Yorktown will own approximately % of our Class B common stock and an approximate % interest in Solaris LLC (representing approximately % of our combined economic interest and voting power).

Although the Existing Owners are entitled to act separately in their own respective interests with respect to their ownership in us, if the Existing Owners choose to act in concert, they will together have the ability to elect all of the members of our Board, and thereby to control our management and affairs. In addition, they will be able to determine the outcome of all matters requiring stockholder approval, including mergers and other material transactions, and will be able to cause or prevent a change in the composition of our Board or a change in control of our company that could deprive our stockholders of an opportunity to receive a premium for their Class A common stock as part of a sale of our company. The existence of significant stockholders may also have the effect of deterring hostile takeovers, delaying or preventing changes in control or changes in management, or limiting the ability of our other stockholders to approve transactions that they may deem to be in the best interests of our company.

So long as the Existing Owners continue to control a significant amount of our common stock, each will continue to be able to strongly influence all matters requiring stockholder approval, regardless of whether or not other stockholders believe that a potential transaction is in their own best interests. In any of these matters, the interests of the Existing Owners may differ or conflict with the interests of our other stockholders. In addition, certain of our Existing Owners, including , and their respective affiliates may, from time to time, acquire interests in businesses that directly or indirectly compete with our business, as well as businesses that are significant existing or potential customers. Such Existing Owners and their respective affiliates may acquire or seek to acquire assets that we seek to acquire and, as a result, those acquisition opportunities may not be available to us or may be more expensive for us to pursue. Moreover, this concentration of stock ownership may also adversely affect the trading price of our Class A common stock to the extent investors perceive a disadvantage in owning stock of a company with controlling stockholders.

Certain of our directors have significant duties with, and spend significant time serving, entities that may compete with us in seeking acquisitions and business opportunities and, accordingly, may have conflicts of interest in allocating time or pursuing business opportunities.

Certain of our directors hold positions of responsibility with other entities (including affiliated entities) that are in the oil and natural gas industry. These directors may become aware of business opportunities that may be appropriate for presentation to us as well as to the other entities with which they are or may become affiliated. Due to these existing and potential future affiliations, they may present potential business opportunities to other entities prior to presenting them to us, which could cause additional conflicts of interest. They may also decide that certain opportunities are more appropriate for other entities with which they are affiliated, and as a result, they may elect not to present those opportunities to us. These conflicts may not be resolved in our favor. For additional discussion of our directors' business affiliations and the potential conflicts of interest of which our stockholders should be aware, see "Certain Relationships and Related Party Transactions."

Certain Designated Parties are not limited in their ability to compete with us, and the corporate opportunity provisions in our amended and restated certificate of incorporation could enable such Designated Parties and their respective affiliates to benefit from corporate opportunities that might otherwise be available to us.

Our governing documents will provide that and our directors who are not also our officers, and their respective portfolio investments and affiliates (collectively, the "Designated Parties") are not restricted from owning assets or engaging in businesses that compete directly or indirectly with us.

In particular, subject to the limitations of applicable law, our amended and restated certificate of incorporation will, among other things:

- permit such Designated Parties to conduct business that competes with us and to make investments in any kind of property in which we may make investments; and
- provide that if such Designated Parties, or any employee, partner, member, manager, officer or director of such Designated Parties who is also one of our directors, becomes aware of a potential business opportunity, transaction or other matter, they will have no duty to communicate or offer that opportunity to us.

The Designated Parties may become aware, from time to time, of certain business opportunities (such as acquisition opportunities) and may direct such opportunities to other businesses in which they have invested, in which case we may not become aware of or otherwise have the ability to pursue such opportunity. Furthermore, such businesses may choose to compete with us for these opportunities, possibly causing these opportunities to not be available to us or causing them to be more expensive for us to pursue.

Our amended and restated certificate of incorporation and amended and restated bylaws, as well as Delaware law, will contain provisions that could discourage acquisition bids or merger proposals, which may adversely affect the market price of our Class A common stock and could deprive our investors of the opportunity to receive a premium for their shares.

Our amended and restated certificate of incorporation will authorize our Board to issue preferred stock without stockholder approval in one or more series, designate the number of shares constituting any series, and fix the rights, preferences, privileges and restrictions thereof, including dividend rights, voting rights, rights and terms of redemption, redemption price or prices and liquidation preferences of such series. If our Board elects to issue preferred stock, it could be more difficult for a third party to acquire us. In addition, some provisions of our amended and restated certificate of incorporation and amended and restated bylaws could make it more difficult for a third party to acquire control of us, even if the change of control would be beneficial to our stockholders. These provisions include:

- dividing our Board into three classes of directors, with each class serving staggered three-year terms;
- providing that all vacancies, including newly created directorships, shall, except as otherwise required by law or, if applicable, the rights of holders of a series of preferred stock, only be filled by the affirmative vote of a majority of directors then in office, even if less than a quorum (prior to such time, vacancies may also be filled by stockholders holding a majority of the outstanding shares);
- permitting any action by stockholders to be taken only at an annual meeting or special meeting rather than by a written consent of the stockholders, subject to the rights of any series of preferred stock with respect to such rights;
- permitting special meetings of our stockholders to be called only by our Board pursuant to a resolution adopted by the affirmative vote of a majority of the total number of authorized directors whether or not there exist any vacancies in previously authorized directorships;
- requiring the affirmative vote of the holders of at least 66-2/3% in voting power of all then outstanding common stock entitled to vote generally in the election of directors, voting together as a single class, to remove any or all of the directors from office at any time, and directors will be removable only for "cause";
- prohibiting cumulative voting in the election of directors;
- establishing advance notice provisions for stockholder proposals and nominations for elections to the Board to be acted upon at meetings of stockholders;

- Requiring the approval of the affirmative vote of the holders of at least 66-2/3% of all then outstanding common stock entitled to vote thereon, voting together as a single class, to amend certain provisions of the amended and restated certificate of incorporation and amended and restated bylaws; and
- providing that the Board is expressly authorized to adopt, or to alter or repeal our bylaws.

In addition, we will be a Delaware corporation and governed by the DGCL. In general, Section 203 of the DGCL, an anti-takeover law, prohibits a publicly held Delaware corporation from engaging in a business combination, such as a merger, with a person or group owning 15% or more of the corporation's voting stock, which person or group is considered an interested stockholder under the DGCL, for a period of three years following the date the person became an interested stockholder, unless (with certain exceptions) the business combination or the transaction in which the person became an interested stockholder is approved in a prescribed manner. We intend to elect in our certificate of incorporation not to be subject to Section 203. However, our certificate of incorporation will contain provisions that have the same effect as Section 203, except that they will provide the Designated Parties, their affiliates, and their respective successors (other than our company), as well as their direct and indirect transferees, will not be deemed to be "interested stockholders," regardless of the percentage of our voting stock owned by them, and accordingly will not be subject to such restrictions. In addition, certain change of control events have the effect of accelerating the payment due under the Tax Receivable Agreement, which could be substantial and accordingly serve as a disincentive to a potential acquirer of our company. Please see "—In certain cases, payments under the Tax Receivable Agreement may be accelerated and/or significantly exceed the actual benefits, if any, we realize in respect of the tax attributes subject to the Tax Receivable Agreement."

Our amended and restated certificate of incorporation will designate the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, and the federal district courts as the exclusive forum for Securities Act claims, which could limit our stockholders' ability to obtain what such stockholders believe to be a favorable judicial forum for disputes with us or our directors, officers, employees or agents.

Our amended and restated certificate of incorporation will provide that, unless we select or consent in writing to the selection of an alternative forum, all complaints asserting any internal corporate claims (defined as claims, including claims in the right of our Company: (i) that are based upon a violation of a duty by a current or former director, officer, employee, or stockholder in such capacity; or (ii) as to which the Delaware General Corporation Law (the "DGCL") confers jurisdiction upon the Court of Chancery), to the fullest extent permitted by law, and subject to applicable jurisdictional requirements, shall be the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have, or declines to accept, subject matter jurisdiction, another state court or a federal court located within the State of Delaware). Further, unless we select or consent to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. Our choice of forum provision does not apply to suits brought to enforce any liability or duty created by the Exchange Act and investors cannot waive compliance with the federal securities laws and the rules and regulations thereunder. Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock will be deemed to have notice of, and consented to, the provisions of our amended and restated certificate of incorporation described in the preceding sentence. This choice of forum provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, employees or agents, which may discourage such lawsuits against us and such persons. Alternatively, if a court were to find these provisions of our amended and restated certificate of incorporation inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions, which could adversely affect our business, financial condition or results of operations.

Investors in this offering will experience immediate and substantial dilution of $ per share.

Based on an assumed initial public offering price of $ per share (the midpoint of the price range set forth on the cover of this prospectus), purchasers of our Class A common stock in this offering will experience an immediate and substantial dilution of $ per share in the as adjusted net tangible book value per share

of Class A common stock from the initial public offering price, and our as adjusted net tangible book value as of June 30, 2021 after giving effect to this offering would be $ per share. This dilution is due in large part to earlier investors having paid substantially less than the initial public offering price when they purchased their shares. See "Dilution."

We cannot assure you that we will pay any dividends on our Class A common stock. Our indebtedness could limit our ability to pay dividends on our Class A common stock.

Any payment of any future dividends will be at the discretion of our Board, which will be constituted upon completion of this offering and comprise a majority of independent directors. Our Board has not declared any dividends, and we do not expect to adopt a written dividend policy. Our Board may determine not to declare any cash dividends. Although our Board may elect to declare cash dividends on our Class A common stock, subject to our compliance with applicable law, and depending on, among other things, our financial condition, results of operations, projections, liquidity, earnings, legal requirements, and restrictions in our debt, there can be no assurance it will do so. In addition, our ability to pay dividends depends on our receipt of cash dividends from our operating subsidiaries, which may further restrict our ability to pay dividends as a result of the laws of their jurisdiction of organization, agreements of our subsidiaries or covenants under any indebtedness we or our subsidiaries incur, including the Restated Credit Agreement and the indenture that governs our notes. For more information about these restrictions, see "Dividend Policy." There can be no assurance that we will pay a dividend in the future or continue to pay any dividend if we do commence paying dividends. You should make any investment in our Class A common stock without reliance on payment of any future dividend.

Future sales of our Class A common stock in the public market, or the perception that such sales may occur, could reduce our stock price, and any additional capital raised by us through the sale of equity or convertible securities may dilute your ownership in us.

We may sell additional shares of our Class A common stock in subsequent offerings. In addition, subject to certain limitations and exceptions, the Existing Owners may redeem their Solaris LLC Units (together with a corresponding number of shares of Class B common stock) for shares of Class A common stock (on a one-for-one basis, subject to conversion rate adjustments for stock splits, stock dividends and reclassification and other similar transactions) and then sell those shares of Class A common stock. After the completion of this offering, we will have outstanding shares of Class A common stock and outstanding shares of Class B common stock. This includes shares of Class A common stock that we may sell in this offering if the underwriters' option to purchase additional shares is fully exercised, which may be resold immediately in the public market. Following the completion of this offering, the Existing Owners will own shares of Class B common stock (or shares of Class B common stock if the underwriters' option to purchase additional shares is exercised in full), representing approximately % (or % if the underwriters' option to purchase additional shares is exercised in full) of our total outstanding common stock. All such shares are restricted from immediate resale under the federal securities laws and are subject to the lock-up agreements between such parties and the underwriters described in "Underwriting," but may be sold into the market in the future. We expect that certain of the Existing Owners will be party to a registration rights agreement with us that will require us to effect the registration of their shares in certain circumstances no earlier than the expiration of the lock-up period contained in the underwriting agreement entered into in connection with this offering. See "Shares Eligible for Future Sale" and "Certain Relationships and Related Party Transactions—Registration Rights Agreement."

In connection with this offering, we intend to file a registration statement with the SEC on Form S-8 providing for the registration of shares of our Class A common stock issued or reserved for issuance under our long term incentive plan. Subject to the satisfaction of vesting conditions, the expiration of lock-up agreements and the requirements of Rule 144, shares registered under the registration statement on Form S-8 may be made available for resale immediately in the public market without restriction.

We cannot predict the size of future issuances of our Class A common stock or securities convertible into Class A common stock or the effect, if any, that future issuances and sales of shares of our Class A common stock will have on the market price of our Class A common stock. Sales of substantial amounts of our Class A common stock (including shares issued in connection with an acquisition), or the perception that such sales could occur, may adversely affect prevailing market prices of our Class A common stock.

The underwriters of this offering may waive or release parties to the lock-up agreements entered into in connection with this offering, which could adversely affect the price of our Class A common stock.

We, all of our directors and executive officers and certain of the Existing Owners have entered or will enter into lock-up agreements pursuant to which we and they will be subject to certain restrictions with respect to the sale or other disposition of our Class A common stock for a period of 180 days following the date of this prospectus. The underwriters, at any time and without notice, may release all or any portion of the Class A common stock subject to the foregoing lock-up agreements. See "Underwriting" for more information on these agreements. If the restrictions under the lock-up agreements are waived, then the Class A common stock, subject to compliance with the Securities Act or exceptions therefrom, will be available for sale into the public markets, which could cause the market price of our Class A common stock to decline and impair our ability to raise capital.

A portion of the proceeds from this offering will be used to make a distribution to the Existing Owners and will not be available to fund our operations.

As described in "Use of Proceeds," Solaris LLC intends to use approximately $ million of the proceeds from this offering to make a distribution to the Existing Owners. Consequently, such portion of the proceeds from this offering will not be available to fund our operations, capital expenditures or acquisition opportunities. See "Use of Proceeds."

Aris Inc. will be required to make payments under the Tax Receivable Agreement for certain tax benefits that it may claim, and the amounts of such payments could be significant.

In connection with the closing of this offering, Aris Inc. will enter into a Tax Receivable Agreement with the TRA Holders. This agreement will generally provide for the payment by Aris Inc. to each TRA Holder of 85% of the net cash savings, if any, in U.S. federal, state and local income tax and franchise tax that Aris Inc. actually realizes (computed using simplifying assumptions to address the impact of state and local taxes) or is deemed to realize in certain circumstances in periods after this offering as a result of certain increases in tax basis and deemed interest deductions arising from these payments. Aris Inc. will retain the remaining 15% of these cash savings.

The term of the Tax Receivable Agreement will commence upon the completion of this offering and will continue until all tax benefits that are subject to the Tax Receivable Agreement have been utilized or expired, unless we exercise our right to terminate the Tax Receivable Agreement (or the Tax Receivable Agreement is terminated due to other circumstances, including our breach of a material obligation thereunder or certain mergers, asset sales, other forms of business combination or other changes of control), and we make the termination payment specified in the Tax Receivable Agreement.

The payment obligations under the Tax Receivable Agreement are Aris Inc.'s obligations and not obligations of Solaris LLC, and we expect that the payments we will be required to make under the Tax Receivable Agreement will be substantial. Estimating the amount and timing of payments that may become due under the Tax Receivable Agreement is by its nature imprecise. For purposes of the Tax Receivable Agreement, cash savings in tax generally are calculated by comparing our actual tax liability (determined by using the actual applicable U.S. federal income tax rate and an assumed combined state and local income and franchise tax rate) to the amount we would have been required to pay had we not been able to utilize any of the tax benefits subject to the Tax Receivable Agreement. The actual increase in tax basis that may result in cash tax savings to Aris, Inc. under the Tax Receivable Agreement, as well as the amount and timing of any payments under the Tax Receivable Agreement, will vary depending upon a number of factors, including the timing of any acquisition or redemption of Solaris LLC Units, the price of our Class A common stock at the time of each acquisition or redemption, the extent to which such acquisition or redemption is a taxable transaction, the amount and timing of the taxable income we generate in the future, the U.S. federal income tax rates then applicable, and the portion of our payments under the Tax Receivable Agreement give rise to depreciable or amortizable tax basis.

The payments under the Tax Receivable Agreement will not be conditioned upon a holder of rights under the Tax Receivable Agreement having a continued ownership interest in us. For additional information regarding the Tax Receivable Agreement, see "Certain Relationships and Related Party Transactions—Tax Receivable Agreement."

In certain cases, payments under the Tax Receivable Agreement may be accelerated and/or significantly exceed the actual benefits, if any, we realize in respect of the tax attributes subject to the Tax Receivable Agreement.

If we experience a change of control (as defined under the Tax Receivable Agreement, which includes certain mergers, asset sales and other forms of business combinations and change of control events) or the Tax Receivable Agreement terminates early (at our election or as a result of our breach), we would be required to make a substantial, immediate lump-sum payment. This payment would equal the present value of hypothetical future payments that could be required to be paid under the Tax Receivable Agreement (determined by applying a discount rate of one-year London Interbank Offered Rate ("LIBOR") plus basis points). The calculation of hypothetical future payments will be based upon certain assumptions and deemed events set forth in the Tax Receivable Agreement, including that (i) we have sufficient taxable income to fully utilize the tax benefits covered by the Tax Receivable Agreement (including having sufficient taxable income to utilize any accumulated net operating loss carryforwards in the manner described in the Tax Receivable Agreement) and (ii) any Solaris LLC Units (other than those held by Aris Inc.) outstanding on the termination date are deemed to be redeemed on the termination date. Any early termination payment may be made significantly in advance of, and may materially exceed, the actual realization, if any, of the future tax benefits to which the termination payment relates.

If we experience a change of control (as defined under the Tax Receivable Agreement) or the Tax Receivable Agreement otherwise terminates early, our obligations under the Tax Receivable Agreement could have a substantial negative impact on our liquidity and could have the effect of delaying, deferring or preventing certain mergers, asset sales or other forms of business combinations or changes of control.

Please read "Certain Relationships and Related Party Transactions—Tax Receivable Agreement."

In the event that our payment obligations under the Tax Receivable Agreement are accelerated upon certain mergers, other forms of business combinations or other changes of control, the consideration payable to holders of our Class A common stock could be substantially reduced.

If we experience a change of control (as defined under the Tax Receivable Agreement, which includes certain mergers, asset sales and other forms of business combinations and change of control events) Aris Inc. would be obligated to make a substantial, immediate lump-sum payment, and such payment may be significantly in advance of, and may materially exceed, the actual realization, if any, of the future tax benefits to which the payment relates. As a result of this payment obligation, holders of our Class A common stock could receive substantially less consideration in connection with a change of control transaction than they would receive in the absence of such obligation. Further, our payment obligations under the Tax Receivable Agreement will not be conditioned upon the TRA Holders' having a continued interest in us or Solaris LLC. Accordingly, the TRA Holders' interests may conflict with those of the holders of our Class A common stock. Please read "—In certain cases, payments under the Tax Receivable Agreement may be accelerated and/or significantly exceed the actual benefits, if any, we realize in respect of the tax attributes subject to the Tax Receivable Agreement" and "Certain Relationships and Related Party Transactions—Tax Receivable Agreement."

We will not be reimbursed for any payments made under the Tax Receivable Agreement in the event that any tax benefits are subsequently disallowed.

Payments under the Tax Receivable Agreement will be based on the tax reporting positions that we will determine. The TRA Holders will not reimburse us for any payments previously made under the Tax Receivable Agreement if any tax benefits that have given rise to payments under the Tax Receivable Agreement are subsequently disallowed, except that excess payments made to any TRA Holder will be netted against payments that would otherwise be made to such TRA Holder, if any, after our determination of such excess. As a result, in such circumstances, we could make payments that are greater than our actual cash tax savings, if any, and may not be able to recoup those payments, which could adversely affect our liquidity.

We may be required to pay additional taxes because of the U.S. federal partnership audit rules and potentially also state and local tax rules.

Under the rules applicable to U.S. federal income tax audits of entities such as limited liability companies that are taxed as partnerships (which generally are effective for taxable years beginning after December 31, 2017), subject to certain exceptions, audit adjustments to items of income, gain, loss, deduction, or credit of an

entity (and any holder's share thereof) is determined, and taxes, interest, and penalties attributable thereto, are assessed and collected, at the entity level. It is possible that these rules could result in Solaris LLC (or any of its applicable subsidiaries or other entities in which Solaris LLC directly or indirectly invests that are treated as partnerships for U.S. federal income tax purposes) being required to pay additional taxes, interest and penalties as a result of an audit adjustment, and we, as a member of Solaris LLC (or such other entities), could be required to indirectly bear the economic burden of those taxes, interest, and penalties even though we may not otherwise have been required to pay additional corporate-level taxes as a result of the related audit adjustment. Audit adjustments for state or local tax purposes could similarly result in Solaris LLC (or any of its applicable subsidiaries or other entities in which Solaris LLC directly or indirectly invests) being required to pay or indirectly bear the economic burden of state or local taxes and associated interest, and penalties.

Under certain circumstances, Solaris LLC or an entity in which Solaris LLC directly or indirectly invests may be eligible to make an election to cause members of Solaris LLC (or such other entity) to take into account the amount of any tax understatement, including any interest and penalties, in accordance with such member's share in Solaris LLC in the year under audit. We will decide whether or not to cause Solaris LLC to make this election; however, there are circumstances in which the election may not be available and, in the case of an entity in which Solaris LLC directly or indirectly invests, such decision may be outside of our control. If Solaris LLC or an entity in which Solaris LLC directly or indirectly invests does not make this election, the then-current members of Solaris LLC (including Aris Inc.) could economically bear the burden of the understatement.

If Solaris LLC were to become a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes, Aris Inc. and Solaris LLC might be subject to potentially significant tax inefficiencies.

We intend to operate such that Solaris LLC does not become a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes. A "publicly traded partnership" is an entity like a limited liability company treated as a partnership for tax purposes and the interests of which are traded on an established securities market or readily tradable on a secondary market or the substantial equivalent thereof. Under certain circumstances, exchanges of Solaris LLC units pursuant to certain transfers of Solaris LLC units could cause Solaris LLC to be treated like a publicly traded partnership. From time to time the U.S. Congress has considered legislation to change the tax treatment of partnerships and there can be no assurance that any such legislation will not be enacted or if enacted will not be adverse to us.

If Solaris LLC were to become a publicly traded partnership taxable as a corporation for U.S. federal income tax purposes, significant tax inefficiencies might result for Aris Inc. and Solaris LLC, including as a result of Aris Inc.'s inability to file a consolidated U.S. federal income tax return with Solaris LLC.

Aris Inc. depends on distributions from Solaris LLC to pay any dividends, if declared, taxes and other expenses.

Aris Inc. is a holding company and its only business is to act as the managing member of Solaris LLC. Aris Inc. does not have any independent means of generating revenue. We anticipate that Solaris LLC will continue to be treated as a partnership for U.S. federal income tax purposes and, as such, generally will not be subject to any entity-level U.S. federal income tax, except as otherwise described above regarding partnership audit rules. Instead, taxable income will be allocated to the members of Solaris LLC. Accordingly, Aris Inc. will be required to pay income taxes on its allocable share of any net taxable income of Solaris LLC. Subject to funds being available for distribution, we intend to cause Solaris LLC to make tax distributions to Aris Inc. in an amount intended to enable Aris Inc. to pay certain applicable taxes. In addition, Solaris LLC will reimburse Aris Inc. for corporate and other overhead expenses. If the amount of tax distributions to be made exceeds the amount of funds available for distribution, Aris Inc. shall receive the full amount of its tax distribution before the other members receive any distribution and the balance, if any, of funds available for distribution shall be distributed to the other members. To the extent that Aris Inc. needs funds, and Solaris LLC is restricted from making such distributions under applicable laws or regulations, or is otherwise unable to provide such funds, it could materially and adversely affect Aris Inc.'s ability to pay dividends and taxes and other expenses and affect our liquidity and financial condition.

The IRS might challenge the tax basis step-ups and other tax benefits we received in connection with our IPO and the related transactions and in connection with future acquisitions of Solaris LLC units.

Solaris LLC units held directly by the members of Solaris LLC other than Aris Inc., including members of our senior leadership team, may in the future be exchanged for shares of our Class A common stock or, at our

election, cash. Similar to our initial purchase of Solaris LLC units, those exchanges may also result in increases in the tax basis of the assets of Solaris LLC that otherwise would not have been available. These increases in tax basis are expected to increase (for tax purposes) Aris Inc.'s depreciation and amortization and, together with other tax benefits, reduce the amount of tax that Aris Inc. would otherwise be required to pay, although it is possible that the IRS might challenge all or part of that tax basis increases or other tax benefits, and a court might sustain such a challenge. Aris Inc.'s ability to achieve benefits from any tax basis increases or other tax benefits will depend upon a number of factors, as discussed below, including the timing and amount of our future income.

In certain circumstances, Solaris LLC will be required to make distributions to us and the other members of Solaris LLC, and the distributions that Solaris LLC will be required to make may be substantial.

Solaris LLC is expected to continue to be treated as a partnership for U.S. federal income tax purposes and, as such, is not subject to U.S. federal income tax. Instead, taxable income will be allocated to members, including Aris Inc. Pursuant to the Solaris LLC operating agreement and subject to funds being available for distribution, Solaris LLC will make tax distributions to Aris Inc. to help Aris Inc. pay taxes on its allocable share of Solaris LLC's net taxable income. If an advance is made to Aris Inc. to enable it to pay certain applicable taxes, Aris Inc. will use commercially reasonable efforts to cause Solaris LLC to make advance distributions to each of the members of Solaris LLC. The advance distributions, if any, made to the members of Solaris LLC generally will be pro rata based on each member's ownership of Solaris LLC units, calculated based on the amount distributed to Aris Inc.

Funds used by Solaris LLC to satisfy its tax distribution obligations will not be available for reinvestment in our business. Moreover, the tax distributions Solaris LLC will be required to make may be substantial, and may significantly exceed (as a percentage of Solaris LLC's income) the overall effective tax rate applicable to a similarly situated corporate taxpayer. In addition, because these payments will be calculated based on the anticipated tax liability of Aris Inc. at the time of each distribution, these payments may significantly exceed the actual tax liability for many of the members of Solaris LLC (including Aris Inc.).

We may receive distributions significantly in excess of our tax liabilities. We may choose to manage these excess distributions through a number of different approaches, including through the payment of dividends to our Class A common stockholders or by applying them to other corporate purposes.

We may be required to fund withholding tax upon certain exchanges of Solaris LLC Units into shares of Class A common stock by non-U.S. holders.

In the event of a transfer by a non-U.S. transferor of an interest in an entity like a limited liability company treated as a partnership for tax purposes and that is engaged in a U.S. trade or business, the transferee generally must withhold tax in an amount equal to ten percent of the amount realized (as determined for U.S. federal income tax purposes) by the transferor on such transfer absent an exception. Holders of Solaris LLC Units may include non-U.S. holders. The members holding Solaris LLC Units generally will be entitled to exchange such Solaris LLC Units for shares of Class A common stock on a one-for-one basis or, at our election, for cash. To the extent withholding is required and we elect to deliver shares of Class A common stock (rather than cash), we may not have sufficient cash to satisfy such withholding obligation, and, we may be required to incur additional indebtedness or sell shares of our Class A common stock in the open market to raise additional cash in order to satisfy our withholding tax obligations.

We may issue preferred stock whose terms could adversely affect the voting power or value of our Class A common stock.

Our amended and restated certificate of incorporation will authorize us to issue, without the approval of our stockholders, one or more classes or series of preferred stock having such designations, preferences, limitations and relative rights, including preferences over our Class A common stock respecting dividends and distributions, as our Board may determine. The terms of one or more classes or series of preferred stock could adversely impact the voting power or value of our Class A common stock. For example, we might grant holders of preferred stock the right to elect some number of our directors in all events or on the happening of specified events or the right to veto specified transactions. Similarly, the repurchase or redemption rights or liquidation preferences we might assign to holders of preferred stock could affect the residual value of the Class A common stock.

If securities or industry analysts do not publish research or reports about our business, if they adversely change their recommendations regarding our Class A common stock or if our operating results do not meet their expectations, our stock price could decline.

The trading market for our Class A common stock will be influenced by the research and reports that industry or securities analysts publish about us or our business. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause our stock price or trading volume to decline. Moreover, if one or more of the analysts who cover our company downgrades our Class A common stock or if our operating results do not meet their expectations, our stock price could decline.

General Risk Factors

We may be adversely affected by uncertainty in the global financial markets and a worldwide economic downturn.

Our future results may be impacted by uncertainty caused by a worldwide economic downturn, continued volatility or deterioration in the debt and equity capital markets, inflation, deflation or other adverse economic conditions that may negatively affect us or parties with whom we do business resulting in a reduction in our customers' spending and their non-payment or inability to perform obligations owed to us, such as the failure of customers to honor their commitments. Additionally, credit market conditions may change, slowing our collection efforts as customers may experience increased difficulty in obtaining requisite financing, potentially leading to lost revenue and higher than normal accounts receivable. In the event of the financial distress or bankruptcy of a customer, we could lose all or a portion of such outstanding accounts receivable associated with that customer. Further, if a customer was to enter into bankruptcy, it could also result in the cancellation of all or a portion of our service contracts with such customer at significant expense to us.

The current global economic environment may adversely impact our ability to issue debt. Any economic uncertainty may cause institutional investors to respond to their borrowers by increasing interest rates, enacting tighter lending standards or refusing to refinance existing debt upon its maturity or on terms similar to the expiring debt. Due to the above-listed factors, we cannot be certain that additional funding will be available if needed and, to the extent required, on acceptable terms.

The risk of terrorism and political unrest in various energy producing regions may adversely affect the economy and the price and availability of oil and natural gas.

The occurrence or threat of terrorist attacks in any of the major energy producing regions of the world or elsewhere, anti-terrorist efforts and other armed conflicts involving the U.S. or other countries, including continued hostilities in the Middle East, may adversely affect the U.S. and global economies and could result in disruptions in the supply of crude oil and natural gas. Such disruptions could have a material impact on both availability and price of oil and natural gas and could prevent us from meeting our financial and other obligations. Additionally, destructive forms of protest and opposition by extremists and other disruptions, including acts of sabotage or eco-terrorism, against oil and natural gas development and production activities could potentially result in personal injury to persons, damages to property, natural resources or the environment, or lead to extended interruptions of our or our customers' operations. If any of these events occur, the resulting political instability and societal disruption could reduce overall demand for oil and gas, potentially putting downward pressure on demand for our services and causing a reduction in our revenues. Oil and gas related facilities could be direct targets of terrorist attacks, and our operations could be adversely impacted if infrastructure integral to our customers' operations is destroyed or damaged. Costs for insurance and other security may increase as a result of these threats, and some insurance coverage may become more difficult to obtain, if available at all.

We are subject to cybersecurity attacks on any of our facilities or those of third parties. A cyber incident could occur and result in information theft, data corruption, operational disruption and/or financial loss.

The oil and gas industry has become increasingly dependent on digital technologies to conduct certain processing activities. For example, we depend on digital technologies to perform many of our services and to process and record financial and operating data. At the same time, cyber incidents, including deliberate attacks or unintentional events, have increased. The U.S. government has issued public warnings that indicate that energy assets might be specific targets of cybersecurity threats. Our technologies, systems and networks, and those of

our vendors, suppliers and other business partners, may become the target of cyber attacks or information security breaches that could result in the unauthorized release, gathering, monitoring, misuse, loss or destruction of proprietary and other information, or other disruption of business operations. In addition, certain cyber incidents, such as surveillance, may remain undetected for an extended period. Our financial results could also be adversely affected if an employee causes our systems to fail, either as a result of inadvertent error or by deliberately tampering with or manipulating our systems. In addition, dependence upon automated systems may further increase the risk related to operational system flaws, and employee tampering or manipulation of those systems will result in losses that are difficult to detect. Our systems for protecting against cybersecurity risks may not be sufficient. As cyber incidents continue to evolve, we may be required to expend additional resources to continue to modify or enhance our protective measures or to investigate and remediate any vulnerability to cyber incidents. Our insurance coverage for cyber attacks may not be sufficient to cover all the losses we may experience as a result of such cyber attacks.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements about us and our industry that involve substantial risks and uncertainties. All statements other than statements of historical fact contained in this prospectus, including, without limitation, statements regarding our future results of operations or financial condition, business strategy and plans and objectives of management for future operations, are forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as "anticipate," "guidance," "preliminary," "project," "estimate," "expect," "continue," "intend," "plan," "believe," "forecast," "future," "potential," "may," "possible," "could" and variations of such words or similar expressions.

You should not rely on forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this prospectus primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition and operating results. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties and other factors described in the section titled "Risk Factors" and elsewhere in this prospectus, including, but not limited to, the following:

- the severity and duration of world health events, including the novel coronavirus ("COVID-19") pandemic, which has caused reduced demand for oil and natural gas, economic slowdowns, governmental actions, stay-at-home orders, and interruptions to our operations or our exploration and production ("E&P") customers' operations;
- operational challenges relating to the COVID-19 pandemic and efforts to mitigate the spread of the virus, including logistical challenges, protecting the health and well-being of our employees, remote work arrangements, performance of contracts and supply chain disruptions;
- the potential deterioration of our customers' financial condition, including defaults resulting from actual or potential insolvencies;
- the level of capital spending and development by oil and gas companies, including significant recent reductions and potential additional reductions in capital expenditures by oil and gas producers in response to commodity prices and dramatically reduced demand;
- the impact of current and future laws, rulings and federal and state governmental regulations, including those related to hydraulic fracturing, accessing water, handling of produced water, carbon pricing, taxation or emissions, drilling and right-of-way access on federal lands and various other matters;
- the degree to which consolidation among our customers may affect spending on U.S. drilling and completions in the near-term;
- our reliance on a limited number of customers and a particular region for substantially all of our revenues;
- our ability to successfully implement our business plan;
- regional impacts to our business, including our infrastructure assets within the Delaware Basin and Midland Basin formations of the Permian Basin;
- our access to capital to fund expansions, acquisitions and our working capital needs and our ability to obtain debt or equity financing on satisfactory terms;
- our ability to renew or replace expiring contracts on acceptable terms;
- our ability to comply with covenants contained in our debt instruments;
- changes in general economic conditions and commodity prices;
- our customers' ability to complete and produce new wells;
- risks related to acquisitions and organic growth projects, including our ability to realize their expected benefits;
- capacity constraints on regional oil, natural gas and water gathering, processing and pipeline systems that result in a slowdown or delay in drilling and completion activity, and thus a slowdown or delay in the demand for our services;

- our ability to retain key management and employees and to hire and retain skilled labor;
- our health, safety and environmental performance;
- the impact of competition on our operations;
- the degree to which our E&P customers may elect to operate their water-management services in-house rather than outsource these services to companies like us;
- delays or restrictions in obtaining, utilizing or maintaining permits by us or our customers;
- constraints in supply or availability of equipment used in our business;
- advances in technologies or practices that reduce the amount of water used or produced in the oil and gas production process, thereby reducing demand for our services;
- changes in global political or economic conditions, generally, and in the markets we serve;
- physical, electronic and cybersecurity breaches;
- accidents, weather, seasonality or other events affecting our business;
- the effects of litigation; and
- plans, objectives, expectations and intentions contained in this report that are not historical.

Many of the factors that will determine our future results are beyond the ability of management to control or predict. Should one or more of the risks or uncertainties described in this prospectus occur, or should underlying assumptions prove incorrect, our actual results and plans could differ materially from those expressed in any forward-looking statements. All forward-looking statements, expressed or implied, included in this prospectus are expressly qualified in their entirety by this cautionary statement.

Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this prospectus. The unprecedented nature of the COVID-19 pandemic may give rise to risks that are currently unknown or amplify the risks associated with many of the foregoing events or factors. In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of this prospectus. And while we believe that information provides a reasonable basis for these statements, that information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements.

The forward-looking statements made in this prospectus relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this prospectus to reflect events or circumstances after the date of this prospectus or to reflect new information or the occurrence of unanticipated events, except as required by law. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments.

USE OF PROCEEDS

We estimate that our net proceeds from this offering, based on an assumed initial public offering price of $ per share of Class A common stock (the midpoint of the price range set forth on the cover of this prospectus), after deducting underwriting discounts and commissions and estimated expenses of this offering and the Reorganization payable by us, will be approximately $ million.

Each $1.00 increase or decrease in the assumed initial public offering price of $ per share of Class A common stock (the midpoint of the price range set forth on the cover of this prospectus) would increase or decrease the net proceeds to us from this offering by approximately $ million, assuming that the number of shares of Class A common stock offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting underwriting discounts and commissions and estimated expenses of this offering and the Reorganization payable by us. Similarly, each increase or decrease of one million in the number of shares of Class A common stock offered by us would increase or decrease the net proceeds to us from this offering by approximately $ million, assuming no change in the assumed initial public offering price of $ per share and after deducting underwriting discounts and commissions and estimated expenses of this offering and the Reorganization payable by us.

The principal purposes of this offering are to increase our financial flexibility, create a public market for our Class A common stock, and facilitate our future access to the capital markets. We intend to use approximately $ million of the net proceeds from this offering to acquire newly issued Solaris LLC Units from Solaris LLC, at a per-unit price equal to the per-share price paid by the underwriters for shares of our Class A common stock in this offering. Accordingly, we will not retain any of this portion of the proceeds.

Additionally, we intend to cause Solaris LLC to (i) distribute approximately $ million of the net proceeds to Existing Owners as part of the corporate reorganization being undertaken in connection with this offering and (ii) to use approximately $ million of the net proceeds to pay the expenses incurred by us in connection with this offering and the Reorganization. As of the date of this prospectus, we have no specific plan for the remaining net proceeds received by us. However, we intend to cause Solaris LLC to use the remaining net proceeds for general corporate purposes, which may include capital expenditures, working capital and potential acquisitions and strategic transactions.

To the extent the underwriters' option to purchase additional shares is exercised in full or in part, Aris Inc. will contribute the net proceeds therefrom to Solaris LLC in exchange for an additional number of Solaris LLC Units equal to the number of shares of Class A common stock issued pursuant to the underwriters' option. Solaris LLC will use any such net proceeds to redeem from the Existing Owners on a pro rata basis a number of Solaris LLC Units (together with an equivalent number of shares of our Class B common stock) equal to the number of shares of Class A common stock issued pursuant to the underwriters' option to purchase additional shares.

The expected use of net proceeds from this offering represents our intentions based upon our present plans and business conditions. We cannot predict with certainty all of the particular uses for the proceeds of this offering or the amounts that we will actually spend on the uses set forth above. Accordingly, our management will have significant flexibility in applying the net proceeds of this offering. The timing and amount of our actual expenditures will be based on many factors, including cash flows from operations and the anticipated growth of our business.

DIVIDEND POLICY

Depending on factors deemed relevant by our Board, following completion of this offering, our Board may elect to declare cash dividends on our Class A common stock, subject to our compliance with applicable law, and depending on, among other things, our financial condition, results of operations, projections, liquidity, earnings, legal requirements, and restrictions in our debt (as further discussed herein). The payment of any future dividends will be at the discretion of our Board, which will be constituted upon completion of this offering and comprise a majority of independent directors, from time to time. Our Board has not declared any dividends, and we do not expect to adopt a written dividend policy. Our Board may determine not to declare any cash dividends. Please read "Risk Factors - We cannot assure you that we will pay any dividends on our Class A common stock. Our indebtedness could limit our ability to pay dividends on our Class A common stock." To the extent we pay any cash dividends on our Class A common stock, under the terms of our organizational documents, Solaris LLC will pay an equivalent cash distribution on the Solaris LLC Units, and each share of Class A common stock and each Solaris LLC Unit will receive the same cash amount.

Our ability to pay any dividends depends on our receipt of cash dividends from our operating subsidiaries, which may further restrict our ability to pay dividends as a result of the laws of their jurisdiction of organization, agreements of our subsidiaries or covenants under any existing and future outstanding indebtedness we or our subsidiaries incur. Our Restated Credit Agreement generally permits Solaris LLC to pay distributions to us if (i) such distributions are funded using only Available Cash (as defined in the Restated Credit Agreement), (ii) Solaris LLC's leverage ratio (calculated pursuant to the terms of the Restated Credit Agreement) is less than or equal to 3.75 to 1.00 on a pro forma basis and (iii) Solaris LLC has liquidity in excess of 15% of the existing commitments under the Restated Credit Agreement. If no loans are outstanding under our Restated Credit Agreement before or after such distribution, the leverage ratio specified in clause (ii) is increased to 4.00 to 1.00 and clause (iii) does not apply. After giving effect to this offering and the use of proceeds therefrom, Solaris LLC would satisfy such requirements under the Restated Credit Agreement.

The indenture that governs our notes generally permits Solaris LLC to pay distributions to us if Solaris LLC's Consolidated Leverage Ratio (as defined in such indenture) is less than or equal to 3.50 to 1.00 on a pro forma basis after giving effect to such distribution. In addition, as long as Solaris LLC's Fixed Charge Coverage Ratio (as defined in the indenture) for the prior four fiscal quarters is not less than 2.00 to 1.00, the indenture permits Solaris LLC to make distributions to us so long as such distribution, together with other distributions, does not exceed a basket amount determined by adding (i) 50% of Solaris LLC's Consolidated Net Income (as defined in the indenture) taken as one period from January 1, 2021 to the most recently completed fiscal quarter, plus (ii) cash contributions to the equity of Solaris LLC and the fair market value of property acquired with Solaris LLC's equity interests or contributed to its common equity capital, plus (iii) certain other others items, which basket amount is reduced by distributions made pursuant to the Consolidated Leverage Ratio test described in the immediately prior sentence. Solaris LLC also has the ability under the indenture to make distributions in an amount not in excess of $15.0 million since the date of the indenture. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Debt Agreements."

Following the Reorganization and this offering, Aris Inc. will be a holding company and its sole asset will be ownership of the Solaris LLC Units, of which it will be the managing member. Subject to funds being legally available, we intend to cause Solaris LLC to make (i) generally pro rata advance distributions to Aris Inc. in an amount at least sufficient to allow us to pay our taxes, and (ii) non-pro rata advance distributions to allow us to make payments under the Tax Receivable Agreement and any subsequent tax receivable agreements that we may enter into in connection with future acquisitions, and (iii) non-pro rata payments to Aris Inc. to reimburse it for corporate and other overhead expenses. If an advance is made to Aris Inc. to enable it to pay certain applicable taxes, Aris Inc. will use commercially reasonable efforts to cause Solaris LLC to make advance distributions to each of the members of Solaris LLC. The advance distributions, if any, made to the members of Solaris LLC generally will be pro rata based on each member's ownership of Solaris LLC units, calculated based on the amount distributed to Aris Inc. If the amount of tax distributions to be made exceeds the amount of funds available for distribution, Aris Inc. will receive a portion of its tax distribution (such portion determined based on the tax rate applicable to Aris Inc. rather than the assumed tax rate on which tax distributions are generally based) before the other members receive any distribution and the balance, if any, of funds available for tax distributions will be distributed to the other members. Holders of our Class B common stock will not be entitled to dividends distributed by Aris Inc. but will share in the distributions made by Solaris LLC on a pro rata basis.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of June 30, 2021:

- on an actual basis; and
- on an as adjusted basis after giving effect to (i) the transactions described under "Corporate Reorganization," (ii) the sale of shares of our Class A common stock in this offering at the assumed initial offering price of $ per share (the midpoint of the range set forth on the cover of this prospectus) and (iii) the application of the net proceeds from this offering as set forth under "Use of Proceeds"

The table below should be read in conjunction with, and is qualified in its entirety by reference to "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Description of Capital Stock," our consolidated financial statements and related notes and our unaudited pro forma financial statements and related notes appearing elsewhere in this prospectus.

	As of June 30, 2021	
(Dollars in thousands, except par values)	**Actual**	**As Adjusted**
Cash and cash equivalents	$ 31,123	$
Long-term debt:		
Credit Facility	$ —	$
7.625% Senior Sustainability-Linked Notes	400,000	$
Unamortized deferred financing costs	(8,885)	
Total long-term debt	$ 391,115	$
Members'/Stockholders' equity:		
Members' equity	$ 641,317	$
Class A common stock, $0.01 par value; no shares authorized, issued or outstanding (Actual); shares authorized, shares issued and outstanding (As Adjusted)	—	
Class B common stock, $0.01 par value; no shares authorized, issued or outstanding (Actual); shares authorized, shares issued and outstanding (As Adjusted)	—	
Additional paid-in capital	—	
Total members'/stockholders' equity	$ 641,317	$
Non-controlling interest	—	
Total capitalization	$1,032,432	$

The information presented above assumes no exercise of the underwriters' option to purchase additional shares. The table does not reflect shares of Class A common stock reserved for issuance under our long-term incentive plan, which we plan to adopt in connection with this offering, including restricted shares of our Class A common stock expected to be issued in connection with this offering and shares of Class A common stock issuable upon exercise of outstanding stock options.

DILUTION

Purchasers of the Class A common stock in this offering will experience immediate and substantial dilution in the net tangible book value per share of the Class A common stock for accounting purposes. Our net tangible book value as of June 30, 2021 was approximately $ million, or $ per share of Class A common stock. Net tangible book value per share is determined by dividing our tangible net worth (tangible assets less total liabilities) by the total number of outstanding shares of Class A common stock that will be outstanding immediately prior to the closing of this offering (assuming that 100% of our Class B common stock has been exchanged for Class A common stock on a one-for-one basis). After giving effect to the transactions described under "Corporate Reorganization" and the sale of the shares in this offering and further assuming the receipt of the estimated net proceeds (after deducting underwriting discounts and commissions and estimated offering expenses), our adjusted pro forma net tangible book value as of June 30, 2021 would have been approximately $ million, or $ per share. This represents an immediate increase in the net tangible book value of $ per share to our Existing Owners and an immediate dilution (i.e., the difference between the offering price and the adjusted pro forma net tangible book value after this offering) to new investors purchasing shares in this offering of $ per share. The following table illustrates the per share dilution to new investors purchasing shares in this offering (assuming that 100% of our Class B common stock has been redeemed for Class A common stock):

Initial public offering price per share		$
Pro forma net tangible book value per share as of June 30, 2021 (after giving effect to our corporate reorganization)	$	
Increase per share attributable to new investors in this offering		
As adjusted pro forma net tangible book value per share after giving further effect to this offering		
Dilution in pro forma net tangible book value per share to new investors in this offering[1]		$

(1) If the initial public offering price were to increase or decrease by $1.00 per share, then dilution in pro forma net tangible book value per share to new investors in this offering would equal $ or $, respectively.

The following table summarizes, on an adjusted pro forma basis as of June 30, 2021, the total number of shares of Class A common stock owned by our Existing Owners (assuming that 100% of our Class B common stock has been redeemed for Class A common stock) and to be owned by new investors, the total consideration paid, and the average price per share paid by our Existing Owners and to be paid by new investors in this offering at $, calculated before deduction of underwriting discounts and commissions.

	Shares Acquired[1]		Total Consideration[2]		Average Price Per Share
	Number	Percent	Number	Percent	
Existing Owners		%		%	$
New investors in this offering		%		%	$
Total		100.0%		100.0%	$

(1) If the underwriters exercise their option to purchase additional shares in full, our Existing Owners would own approximately % and our new investors in this offering would own approximately % of the total number of shares of our Class A common stock outstanding after this offering.

(2) If the underwriters exercise their option to purchase additional shares in full, the total consideration paid by our new investors would be approximately $ (or %).

The data in the table excludes shares of Class A common stock initially reserved for issuance under our long-term incentive plan, including the restricted shares of our Class A common stock expected to be issued to certain officers, directors, employees and consultants in connection with this offering.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion of our historical performance, financial condition and future prospects in conjunction with the financial statements and related notes included elsewhere in this prospectus. The information provided below supplements, but does not form part of, our historical financial statements. This discussion includes forward-looking statements that are based on the views and beliefs of our management, as well as assumptions and estimates made by our management. Actual results could differ materially from such forward-looking statements as a result of various risk factors, including those that may not be in the control of management. For further information on items that could impact our future operating performance or financial condition, see the sections entitled "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements" elsewhere in this prospectus. We assume no obligation to update any of these forward-looking statements, except as required by law.

Our Predecessor and Aris Inc.

Aris Inc. was formed in May 2021 and does not have historical financial operating results. For purposes of this prospectus, our accounting predecessor is Solaris LLC. Solaris LLC was formed in November 2015. Following this offering and the transactions related thereto, Aris Inc. will become a holding company whose sole material asset will consist of Solaris LLC Units. After the consummation of the transactions contemplated by this prospectus, Aris Inc. will be the managing member of Solaris LLC and will be responsible for all operational, management and administrative decisions relating to Solaris LLC's business and will consolidate the financial results of Solaris LLC and its subsidiaries.

Business Overview

We are a leading, growth-oriented environmental infrastructure and solutions company that directly helps our customers reduce their water and carbon footprints. We deliver full-cycle water handling and recycling solutions that increase the sustainability of energy company operations. Our integrated pipelines and related infrastructure create long-term value by delivering high-capacity, comprehensive produced water management, recycling and supply solutions to operators in the core areas of the Permian Basin.

How We Generate Revenue

We manage our business through a single operating segment comprising two primary revenue streams, Produced Water Handling and Water Solutions. Our Produced Water Handling revenues are driven by the volumes of produced water we gather from our customers, and our Water Solutions revenues are driven by the quantities of recycled produced water and groundwater delivered to our customers to support their well completion operations. Under our contracts with our customers, we receive a fixed fee per barrel of produced water received from our customers, which water is either handled or recycled, and a fixed fee per barrel of recycled water or groundwater sold to our customers. For the six months ended June 30, 2021 and the year ended December 31, 2020, approximately 17% and 21% of our Produced Water Handling revenues were attributable to minimum volume commitments and 75% and 71% were attributable to acreage dedications, respectively. We also earned approximately 8% and 8% of our Produced Water Handling revenues during the six months ended June 30, 2021 and the year ended December 31, 2020, respectively, from spot volumes from which we earn additional revenue to the extent we have excess capacity and our customers request offtake capacity.

Costs of Conducting Our Business

Operating Expenses

We incur operating costs primarily as a function of the number of barrels of water received, handled and treated. The major categories of operating costs are landowner royalties, power expenses for handling and treatment facilities, direct labor, chemicals for water treatment, water filtration expenses and repair and maintenance of facilities. We seek to minimize, to the extent appropriate for safe and reliable operations, expenses directly tied to operating and maintaining our assets.

General and Administrative Expenses

General and administrative expenses are costs incurred for overhead, including payroll and benefits for our corporate staff, costs of maintaining our offices, costs of managing our permitting operations, IT expenses, audit and other fees for professional services.

Public Company Costs

We expect to incur incremental, non-recurring costs related to our transition to a publicly traded corporation, including the costs of this initial public offering. We also expect to incur additional recurring expenses as a publicly traded corporation, including costs associated with compliance under the Exchange Act, annual and quarterly reports to common stockholders, registrar and transfer agent fees, national stock exchange fees, audit fees, incremental director and officer liability insurance costs and director and officer compensation.

How We Evaluate Our Results of Operations

We use a variety of financial and operational metrics to evaluate our performance. These metrics help us identify factors and trends that impact our operating results, cash flows and financial condition. The key metrics we use to evaluate our business are provided below.

Produced Water Handling Volumes

We continually seek to bring additional produced water volumes onto our system to maintain or increase throughput on our systems. These volumes are a primary revenue driver and serve as a water source for our Water Solutions business. Changes in produced water handling throughput are driven primarily by the level of production and pace of completions activity on our contracted acreage. We define Produced Water Handling Volumes as all produced water barrels received from customers and any barrels that are deficient under minimum volume commitment agreements.

Water Solutions Barrels Sold and Transferred

Our recycled water and groundwater sales are primarily driven by our customers' completion activities. We continually seek to gain market share and expand our customer base for recycled water and groundwater sales in the Permian Basin. Our access to abundant produced water volumes and the scale of our systems allows us to distribute recycled water for our customers' completion activities in an efficient, cost effective, and environmentally conscious manner. We define Water Solutions Barrels Sold and Transferred as the total of all recycled water and groundwater barrels sold plus groundwater barrels transferred on behalf of third parties.

Revenue

We analyze our revenue and assess our performance by comparing actual revenue to our internal projections and across periods. We examine revenue per barrel of water handled or sold to evaluate pricing trends and customer mix impacts. We also assess incremental changes in revenue compared to incremental changes in direct operating costs and selling, general and administrative expenses to identify potential areas for improvement and to determine whether our performance is meeting our expectations.

We generate revenue by providing fee-based services related to produced water handling and water solutions.

The services related to produced water are fee-based arrangements which are based on the volume of water that flows through our systems and facilities. Revenues from produced water handling consist primarily of per barrel fees charged to our customers for the use of our transportation and water handling services. For our produced water handling contracts, revenue is recognized over time utilizing the output method based on the volume of produced water accepted from the customer.

The sale of recycled produced water and groundwater are priced based on negotiated rates with our customers. For contracts that involve recycled produced water and groundwater, revenue is recognized at a point in time when control of the product is transferred to the customer.

Adjusted EBITDA

We use Adjusted EBITDA as a performance measure to assess the ability of our assets to generate sufficient cash to pay interest costs, support indebtedness and return capital to equity holders. Adjusted EBITDA is a non-GAAP financial measure. We define Adjusted EBITDA as net income (loss) plus: interest expense; income taxes; depreciation, amortization and accretion expense; asset impairment and abandoned project charges; losses on the sale of assets; loss on debt modification; and non-recurring or unusual expenses or charges (including temporary power costs), less any gains on sale of assets. Please read "Prospectus Summary—Non-GAAP Financial Measures" for more information regarding this financial measure, including a reconciliation to its most directly comparable GAAP measure.

Adjusted Operating Margin and Adjusted Operating Margin per Barrel

Our Adjusted Operating Margin and Adjusted Operating Margin per Barrel are dependent upon the volume of produced water we gather and handle, the volume of recycled water and groundwater we sell and transfer, the fees we charge for such services, and the recurring operating expenses we incur to perform such services. We define Adjusted Operating Margin as Gross Margin plus depreciation, amortization and accretion and temporary power costs. We define Adjusted Operating Margin per Barrel as Adjusted Operating Margin divided by total volumes handled, sold or transferred. Adjusted Operating Margin and Adjusted Operating Margin per Barrel are non-GAAP financial measures. Please read "Prospectus Summary—Non-GAAP Financial Measures" for additional information regarding these non-GAAP financial measures and a reconciliation to the most comparable GAAP measures of each.

Temporary Power Costs

In the past, we constructed assets in advance of permanent grid power infrastructure availability to secure long-term produced water handling contracts. As a result, we rented temporary power generation equipment that would not be necessary if grid power connections were available. We estimate that the incremental impact of these temporary power expenses was $4.3 million and $9.1 million for the six months ended June 30, 2021 and 2020, respectively, and $15.0 million and $15.6 million for the years ended December 31, 2020 and 2019, respectively. These estimates are calculated by taking temporary power and temporary rental expenses incurred during the period and subtracting estimated expenses that would have been incurred during such period had permanent grid power been available. Power infrastructure and permanent power availability rapidly expanded in the Permian Basin in 2020 and the first half of 2021, and accordingly, we made significant progress in reducing these expenses. Temporary power costs represented approximately 4% of revenues for the six months ended June 30, 2021 compared to 11% of revenues for the six months ended June 30, 2020 and 8.7% of revenues for the year ended December 31, 2020 compared to 13.1% of revenues for the year ended December 31, 2019.

Our temporary power expenses have been substantially eliminated as of the end of the second quarter of 2021. Our large customer base now provides us with the lead time to request power loads earlier in the permitting stage of facility construction. Also, in 2020 and in the first half of 2021, significantly more operational in-basin power infrastructure was constructed, enhancing overall permanent grid power availability. As a result, we remove temporary power costs when calculating Adjusted Operating Margin to accurately assess long-term profitability and cash flow on a basis consistent with our expected long-term projections.

Adjusted Operating Margin

We seek to maximize our Adjusted Operating Margin in part by minimizing, to the extent appropriate, expenses directly tied to operating our assets. Landowner royalties, utilities, direct labor costs, chemical costs, repair and maintenance costs, and contract services comprise the most significant portion of our expenses. Our operating expenses are largely variable and as such, generally fluctuate in direct correlation with throughput volumes.

Our Adjusted Operating Margin is incrementally benefited from increased Water Solutions recycling sales. When produced water is recycled, we recognize cost savings from reduced landowner royalties, reduced pumping costs, lower chemical treatment and filtration costs, and reduced power consumption. In 2021, we anticipate a significant increase in recycled produced water sales and the percentage of total produced water volumes that are recycled. As a result, we expect continuing margin improvement associated with recycling activity. Additionally, we expect to realize improved Adjusted Operating Margins from increased system utilization which spreads our fixed costs across a larger revenue base.

(Dollars in thousands)	Six Months Ended June 30,		Year Ended December 31,	
	2021	2020	2020	2019
	(unaudited)			
Statement of Operations Data:				
Revenue:				
Produced Water Handling	$ 85,810	$69,031	$141,659	$ 81,418
Water Solutions	16,963	15,061	29,813	37,375
Total revenues	102,773	84,092	171,472	118,793
Cost of revenue:				
Direct operating costs	43,206	49,433	95,431	71,973
Depreciation, amortization and accretion	30,172	19,778	44,027	19,670
Total cost of revenue	73,378	69,211	139,458	91,643

(Dollars in thousands)	Six Months Ended June 30,		Year Ended December 31,	
	2021	2020	2020	2019
	(unaudited)			
Operating expenses:				
General and administrative	10,012	8,648	18,663	15,299
(Gain) loss on disposal of asset, net	217	67	133	(5,100)
Transaction costs	77	3,099	3,389	1,010
Abandoned projects	1,356	1,133	2,125	2,444
Total operating expenses	11,662	12,947	24,310	13,653
Operating income	17,733	1,934	7,704	13,497
Other expense:				
Other expense	380	—	—	176
Interest expense, net	9,975	3,265	7,674	260
Total other expense	10,355	3,265	7,674	436
Income (loss) before taxes	7,378	(1,331)	30	13,061
Income tax expense	2	6	23	1
Net income (loss)	$ 7,376	$ (1,337)	$ 7	$13,060

(Dollars in thousands, except per share and per barrel data)	Six Months Ended June 30,		Year Ended December 31,	
	2021	2020	2020	2019
	(unaudited)			
Pro Forma Statement of Operations Data[1]				
Pro forma net income (loss)[2]				
Pro forma non-controlling interest[3]				
Pro forma net income (loss) attributable to common stockholders[2]				
Pro forma net income (loss) per share attributable to common stockholders[4]				
Basic and Diluted				
Pro forma weighted average shares outstanding				
Basic and Diluted				
Balance Sheet Data (at end of period):				
Cash and cash equivalents	$ 31,123	$ 14,986	$ 24,932	$ 7,083
Accounts receivable, net	25,928	22,893	22,457	33,523
Accounts receivable from affiliates	18,346	12,086	10,642	15,837
Total current assets	80,824	52,950	66,068	60,763
Total property, plant and equipment, net	649,980	596,074	618,188	481,790
Total assets	$1,088,762	1,033,165	1,057,805	838,234
Total current liabilities	49,366	53,679	45,789	69,166
Long-term debt, net	391,115	280,000	297,000	220,000
Total liabilities	447,445	339,418	349,512	292,726
Total mezzanine equity	—	72,391	74,378	—
Total members' equity	641,317	621,356	633,915	545,508
Consolidated Statements of Cash Flows Data:				
Operating activities	30,690	$ 40,911	$ 67,771	$ 4,149
Investing activities	(42,353)	(92,581)	(139,589)	(228,368)
Financing activities	17,854	59,572	89,667	223,959

The following table sets forth a reconciliation of net income as determined in accordance with GAAP to Adjusted EBITDA for the periods indicated:

(Dollars in thousands, except per share and per barrel data)	Six Months Ended June 30,		Year Ended December 31,	
	2021	2020	2020	2019
	(unaudited)			
Non-GAAP Measures				
Net income (loss)	**$ 7,376**	**$ (1,337)**	**$ 7**	**$13,060**
Interest expense, net	9,975	3,265	7,674	260
Income tax expense	2	6	23	1
Depreciation, amortization and accretion	30,172	19,778	44,027	19,670
Abandoned projects	1,356	1,133	2,125	2,444
Temporary power costs[5]	4,253	9,121	14,979	15,611
(Gain) loss on sale of assets, net[6]	217	67	—	(5,173)
Settled litigation[7]	—	597	1,482	316
Transaction costs[8]	77	3,099	3,389	1,010
Other[9]	601	190	190	—
Adjusted EBITDA	**$54,029**	**$35,919**	**$73,896**	**$47,199**
Gross margin	**$29,395**	**$14,881**	**$32,014**	**$27,150**
Depreciation, amortization and accretion	30,172	19,778	44,027	19,670
Temporary power costs[5]	4,253	9,121	14,979	15,611
Adjusted Operating Margin	**$63,820**	**$43,780**	**$91,020**	**$62,431**

(1) For additional information regarding our pro forma information, please see the pro forma financial statements and the related notes thereto appearing elsewhere in this prospectus.

(2) Pro forma net loss reflects a pro forma income tax benefit of $ million and $ million, respectively, for the six months ended June 30, 2021 and the year ended December 31, 2020, of which $ million and $ million, respectively, is associated with the income tax effects of the corporate reorganization described under "Corporate Reorganization" and this offering. Aris Inc. is a corporation and is subject to U.S. federal and State of Texas income tax. Our predecessor, Solaris LLC, was not subject to U.S. federal income tax at an entity level. As a result, the consolidated net loss in our historical financial statements does not reflect the tax expense we would have incurred if we were subject to U.S. federal income tax at an entity level during such periods.

(3) Reflects the pro forma adjustment to non-controlling interest and net income (loss) attributable to common stockholders to reflect the ownership of Solaris, LLC Units by each of the Existing Owners.

(4) Pro forma net loss per share attributable to common stockholders and weighted average shares outstanding reflect the estimated number of shares of Class A common stock we expect to have outstanding upon the completion of our corporate reorganization described under "Corporate Reorganization." Pro forma weighted average shares outstanding used to compute pro forma earnings per share for the six months ended June 30, 2021 and the year ended December 31, 2020 excludes shares and shares, respectively, of weighted average restricted Class A common stock expected to be issued in connection with this offering under our long-term incentive plan.

(5) In the past, we constructed assets in advance of grid power infrastructure availability to secure long-term produced water handling contracts. As a result, we rented temporary power generation equipment that would not be necessary if grid power connections were available. Temporary power costs are calculated by taking temporary power and rental expenses incurred during the period and subtracting estimated expenses that would have been incurred during such period had permanent grid power been available. Power infrastructure and permanent power availability rapidly expanded in the Permian Basin in 2020 and the first quarter of 2021 and we made significant progress in reducing these expenses. Our temporary power expenses have been substantially eliminated as of the end of the second quarter of 2021.

(6) Includes gains and losses on sale of assets.

(7) Litigation is primarily related to a dispute regarding rights-of-way that we successfully settled in arbitration. Amount represents legal expenses solely related to this dispute.

(8) Represents certain transaction expenses primarily related to certain advisory and legal expenses associated with a recapitalization process that was terminated in first quarter 2020 and the Concho Acquisitions (as defined herein).

(9) Represents severance charge and loss on debt modification.

(Dollars in thousands, except per barrel data)	Six Months Ended June 30,		Year Ended December 31,	
	2021	2020	2020	2019
Operating Metrics:				
Produced Water Handling Volumes (kbwpd)	684	562	570	343
Recycled Produced Water Volumes Sold (kbwpd)	88	29	44	20
Groundwater Volumes Sold (kbwpd)	51	65	61	77
Groundwater Volumes Transferred (kbwpd)	43	11	11	49
Total Water Solutions Volumes (kbwpd)	182	105	116	146
Total Volumes (kbwpd)	**866**	**667**	**686**	**489**
Recycled Produced Water Volumes Sold (kbwpd)	88	29	44	20
Groundwater Volumes Sold (kbwpd)	51	65	61	77
Total Water Solutions Volumes Sold (kbwpd)	139	94	105	97
Produced Water Handling Revenue per Barrel	$ 0.69	$ 0.67	$ 0.68	$ 0.65
Water Solutions Revenue per Barrel	$ 0.51	$ 0.79	$ 0.70	$ 0.70
Revenue per Barrel of Total Volumes Handled, Sold or Transferred	**$ 0.66**	**$ 0.69**	**$ 0.68**	**$ 0.67**
Temporary Power Costs	$ 4,253	$ 9,121	$14,979	$15,611
Adjusted Operating Margin[(1)]	**$63,820**	**$43,780**	**$91,020**	**$62,431**
Total Volumes (mmbw)	157	120	251	178
Adjusted Operating Margin per Barrel[(1)]	**$ 0.41**	**$ 0.36**	**$ 0.36**	**$ 0.35**

(1) Adjusted Operating Margin and Adjusted Operating Margin per Barrel are non-GAAP financial measures. Please read "Prospectus Summary—Non-GAAP Financial Measures" for additional information regarding these non-GAAP financial measures and a reconciliation to the most comparable GAAP measures of each.

General Trends and Outlook

COVID-19 Pandemic

In March 2020, the World Health Organization categorized the outbreak of COVID-19 as a pandemic. The COVID-19 pandemic has led to significant economic disruption globally, including in the areas of the United States in which we operate. Governmental authorities took actions to limit the spread of COVID-19 through travel restrictions and stay-at-home orders, which caused many businesses to adjust, reduce or suspend activities. Concerns about global economic growth, as well as uncertainty regarding the timing, pace and extent of an economic recovery in the United States and abroad, have had a significant adverse impact on commodity prices and financial markets. COVID-19 cases in the United States have decreased from their highest levels and vaccines are being distributed, but additional uncertainty remains regarding the timing, pace and extent of an economic recovery in the United States.

Beginning in March 2020, we took action to protect the health and safety of our workers, while continuing to operate, and to maintain the safety and integrity of, our assets. Where possible, our employees have worked remotely to support our business. Where continuous remote work was not possible, we implemented strategies to reduce the likelihood of spreading the disease. In compliance with Center for Disease Control guidance, these strategies include requiring sick employees to stay home, implementing policies and practices for social distancing and wearing cloth face coverings, educating employees about steps they can take to protect themselves at work and at home, performing enhanced cleaning and disinfecting, limiting non-essential travel, and minimizing meetings and gatherings. In December 2020, we began to return some of those employees to the workplace who had been working remotely. As part of our return to work protocols, we implemented the same strategies described above to reduce the likelihood of spreading the disease. Our corporate employees generally returned to the office on a full-time basis beginning on June 1, 2021. We will continue to monitor workplace conditions and prioritize safety.

COVID-19 contributed to a significant downturn in oil and gas commodity prices and we experienced a corresponding drop in activity levels from our customers in the Permian Basin in 2020. We took action to reduce operating and general and administrative expenses while maintaining safe and reliable performance of our systems. We anticipate that these cost improvements are sustainable and will continue to benefit us in the future. We also expect a significant recovery in operator activity levels as the impact of COVID-19 diminishes and commodity prices continue to recover. However, we are unable to predict the future impact of COVID-19, and it is possible that such impact could be negative. For more information on the risks relating to COVID-19, please read "Risk Factors—Risks Related to our Business—Our business depends on capital spending by the oil and gas industry in the Permian Basin and reductions in capital spending as a result of the spread of COVID-19 or otherwise could have a material adverse effect on our liquidity, results of operations and financial condition."

Market Dynamics

During the six months ended June 30, 2021, the average WTI spot price was $62.21 which rebounded from $39.16 for the year ended December 31, 2020. Low crude oil prices in 2020 along with oil pricing volatility driven by market dislocation, has been driven largely by decreased demand due to the COVID-19 pandemic, as well as increased utilization of existing storage capacity, which has resulted in many of our E&P customers being forced to shut-in production for some time period during 2020. Much of this shut-in production has since come back online. The spot price of WTI crude oil has continued to increase to $67.44 per barrel as of August 16, 2021. We believe that the activity levels of our customers will increase if commodity prices stabilize or improve along with macroeconomic indicators continuing to recover in the second half of 2021.

We believe there are several industry trends that continue to provide meaningful support for future growth. Our key customers are allocating significant capital to the Delaware Basin and our dedicated acreage. Operators continue to increase horizontal lateral lengths which corresponds to increased water sourcing and produced water handling intensity. The continued trend towards multi-well pad development, executed within a limited time frame, has increased overall operator efficiency and the use of lower-cost in-basin sand has also driven improved economics for our customers.

This multi-well pad development, combined with recent upstream acreage consolidation and the continuing trends towards reuse applications of produced water, particularly in the areas of the Permian Basin where we operate, provides us with significant opportunities for both our Produced Water Handling and Water Solutions businesses.

Factors Affecting the Comparability of Our Results of Operations

Concho Acquisitions

On June 11, 2020, we acquired certain produced water handling and transportation assets in Lea County, New Mexico from a wholly owned subsidiary of Concho, which was acquired by ConocoPhillips in January 2021 (the "Lea County Acquisition"). The net purchase consideration was $149.6 million, which comprised approximately $72.0 million of preferred equity, which was fully redeemed in April 2021, and $77.6 million of common equity. We processed 119,000 barrels per day of produced water volumes associated with the Lea County Acquisition for the six months ended June 30, 2021. On July 30, 2019, we acquired certain produced water transportation and handling assets in Eddy County, New Mexico and Reeves and Culberson Counties, Texas from a wholly owned subsidiary of Concho (the "Eddy County Acquisition" and, together with the Lea County Acquisition, the "Concho Acquisitions"). The net purchase consideration was $330.6 million, which comprised of $55.4 million of cash and $275.2 million of common equity. We received total produced water barrels associated with the Concho Eddy County acquisition from August 1, 2019 through December 31, 2019 of approximately 17.1 million barrels and from January 1, 2020 through December 31, 2020 of approximately 58.2 million barrels.

February 2021 Weather Impact

In February 2021, Texas and New Mexico experienced record-setting cold temperatures from Winter Storm Uri. These cold temperatures required our customers to significantly curtail their production and completion activities which, in turn, negatively impacted our produced water handling and water solutions volumes. In addition to the produced water handling volume reductions, we also experienced elevated prices for field gas generated power for the month of February 2021. Water Solutions volumes were also negatively impacted in February and March 2021 as the cold weather delayed completion schedules and pushed forecasted producer activity into the second quarter.

Results of Operations

Six Months Ended June 30, 2021 Compared to the Six Months Ended June 30, 2020

(Dollars in thousands)	Six Months Ended June 30, 2021	Six Months Ended June 30, 2020	Amount of Increase (Decrease)	Percentage Change
	(unaudited)			
Statement of Operations Data:				
Revenue:				
Produced Water Handling	$ 85,810	$69,031	$16,779	24.3%
Water Solutions	16,963	15,061	1,902	12.6%
Total revenues	102,773	84,092	18,681	22.2%
Cost of revenue:				
Direct operating costs	43,206	49,433	(6,227)	(12.6%)
Depreciation, amortization and accretion	30,172	19,778	10,394	52.6%
Total cost of revenue	73,378	69,211	4,167	6.0%
Operating costs and expenses:				
General and administrative	10,012	8,648	1,364	15.8%
Loss on disposal of asset, net	217	67	150	223.9%
Transaction costs	77	3,099	(3,022)	(97.5%)
Abandoned projects	1,356	1,133	233	19.7%
Total operating expenses	11,662	12,947	(1,285)	(9.9%)
Operating income	17,733	1,934	15,799	816.9%
Other expense:				
Other expense	380	—	380	
Interest expense, net	9,975	3,265	6,710	205.5%
Total other expense	10,355	3,265	7,090	217.2%
Income (loss) before taxes	7,378	(1,331)	8,709	654.3%
Income tax expense	2	6	(4)	(66.7%)
Net income (loss)	$ 7,376	$ (1,337)	$ 8,713	651.7%

Produced Water Handling revenue. For the six months ended June 30, 2021, revenues from Produced Water Handling were $85.8 million compared to $69.0 million for the six months ended June 30, 2020, an increase of $16.8 million, or 24%. The revenue increase was primarily driven by a full six-month period impact of the Lea County Acquisition and increased activity from our contracted customers. For the six months ended June 30, 2021, Produced Water Handling Revenue per Barrel was $0.69 compared to $0.67 for the six months ended June 30, 2020.

Water Solutions revenue. For the six months ended June 30, 2021, revenue from Water Solutions was $17.0 million compared to $15.1 million for the six months ended June 30, 2020, an increase of $1.9 million, or 13%. The increase in Water Solutions revenue was driven primarily by increased sales volumes of recycled produced water. For the six months ended June 30, 2021, Water Solutions Revenue per Barrel was $0.51 as compared to $0.79 for the six months ended June 30, 2020. Water Solutions Revenue per Barrel decreased primarily due to the impact of a greater proportion of recycled produced water volumes sold versus groundwater sales volumes. Groundwater is typically sold to producers at a price significantly above that of recycled produced water; however, recycled produced water sales improve our overall margins as we are able to recognize significant cost savings from avoided produced water handling costs. While Water Solutions Revenue per Barrel decreased, we recognized margin improvement primarily due to increased Recycled Produced Water Volumes Sold as shown in our Adjusted Operating Margin and Adjusted Operating Margin per Barrel.

Direct operating costs. For the six months ended June 30, 2021, direct operating costs were $43.2 million compared to $49.4 million for the six months ended June 30, 2020, a decrease of $6.2 million, or 13%. The

decrease in direct operating costs is primarily due to reduced temporary power generation and environmental remediation expenses. As a result, for the six months ended June 30, 2021, direct operating costs was $0.28 per barrel for the six months ended June 30, 2021 compared to $0.41 per barrel for the six months ended June 30, 2020.

Estimated incremental impacts of temporary power expenses was $4.3 million and $9.1 million for the six months ended June 30, 2021 and 2020, respectively. Please read "—How We Evaluate Our Results of Operations—Temporary Power Costs" for additional information.

Depreciation, amortization and accretion expenses. For the six months ended June 30, 2021, depreciation, amortization and accretion expenses were $30.2 million compared to $19.8 million for the six months ended June 30, 2020, an increase of $10.4 million, or 53%. Depreciation, amortization and accretion expenses increased primarily due to the amortization of customer contracts related to the Lea County Acquisition, incremental assets from the Lea County Acquisition, and continued asset construction.

General and administrative expenses. For the six months ended June 30, 2021, general and administrative expenses were $10.0 million compared to $8.6 million for the six months ended June 30, 2020, an increase of $1.4 million, or 16%. General and administrative expenses increased primarily due to increased compensation and benefits expenses, travel, and insurance costs corresponding with a larger asset footprint.

Transaction costs. For the six months ended June 30, 2021, transaction costs were $0.1 million compared to $3.1 million for the six months ended June 30, 2020, a decrease of $3.0 million, or 98%. Transaction costs decreased primarily due to non-recurrence of advisory and legal expenses associated with the Lea County Acquisition and non-recurrence of advisory and legal expenses associated with an uncompleted transaction thatwas terminated in first quarter 2020.

Abandoned projects. For the six months ended June 30, 2021, abandoned projects charges were $1.4 million compared to $1.1 million for the six months ended June 30, 2020, an increase of $0.3 million, or 20%.Abandoned projects charges increased primarily due to increased expirations of legacy permits and rights-of-way that were not ultimately constructed. On a quarterly basis, we review the status of projects to ensure our commitment and ability to complete the project as planned. If we identity a project where completion is no longer probable, we recognize a charge to earnings for the amount of the total costs incurred for that project.

Interest expense. For the six months ended June 30, 2021, interest expense was $10.0 million on averagedebt outstanding of $348.8 million and for an annual average interest rate of 5.70%. For the six months ended June 30, 2020, interest expense was $3.3 million on average debt outstanding of $257.2 million and average interest rate of 4.01%. Interest expense increased $6.7 million. The increase is primarily due to the issuance of our $400.0 million aggregate principal amount of our 7.625% Senior Sustainability-Linked Notes on April 1, 2021. Total interest cost capitalized during the six months ended June 30, 2021 and June 30, 2020 were $1.2 million and $2.3 million, respectively. See "—Liquidity and Capital Resources—Cash Flow Provided by Financing Activities."

Year Ended December 31, 2020 Compared to the Year Ended December 31, 2019

(Dollars in thousands)	Year Ended December 31, 2020	Year Ended December 31, 2019	Amount of Increase (Decrease)	Percentage Change
Statement of Operations Data:				
Revenue:				
Produced Water Handling	$141,659	$ 81,418	$60,241	74.0%
Water Solutions	29,813	37,375	(7,562)	(20.2%)
Total revenues	171,472	118,793	52,679	44.3%
Cost of revenue:				
Direct operating costs	95,431	71,973	23,458	32.6%
Depreciation, amortization and accretion	44,027	19,670	24,357	123.8%
Total cost of revenue	139,458	91,643	47,815	52.2%

(Dollars in thousands)	Year Ended December 31, 2020	2019	Amount of Increase (Decrease)	Percentage Change
Operating expenses:				
General and administrative	18,663	15,299	3,364	22.0%
(Gain) loss on disposal of asset, net	133	(5,100)	5,233	(102.6%)
Transaction costs	3,389	1,010	2,379	235.5%
Abandoned projects	2,125	2,444	(319)	(13.1%)
Total operating expenses	24,310	13,653	10,657	78.1%
Operating income	7,704	13,497	(5,793)	(42.9%)
Other expense:				
Other expense	—	176	(176)	(100.0%)
Interest expense	7,674	260	7,414	2,851.5%
Total other expense	7,674	436	7,238	1,660.1%
Income before taxes	30	13,061	(13,031)	(99.8%)
Income tax expense	23	1	22	2,200.0%
Net income	$ 7	$13,060	$(13,053)	(99.9%)

Produced Water Handling revenue. For the year ended December 31, 2020, revenues from Produced Water Handling were $141.7 million compared to $81.4 million for the year ended December 31, 2019, an increase of $60.3 million, or 74.1%. The revenue increase was primarily driven by our acquisition of Concho's Lea County assets in June 2020, a full year impact of revenue from our acquisition of Concho's Eddy county assets in 2019, as well as increased completions activity by our contracted customers. For the year ended December 31, 2020, Revenue per Total Barrels Handled, Sold or Transferred was $0.68 per barrel compared to $0.67 per barrel for the year ended December 31, 2019. Revenue per Total Barrels Handled, Sold or Transferred improved due to the impact of a more favorable customer mix.

Water Solutions revenue. For the year ended December 31, 2020, revenue from Water Solutions was $29.8 million compared to $37.4 million for the year ended December 31, 2019, a decrease of $7.6 million, or 20.3%. The decrease in Water Solutions revenue was driven primarily by decreased Permian Basin completions activity as a result of the COVID-19 pandemic and the associated commodity price downturn. For both years ended December 31, 2020 and December 31, 2019, Water Solutions Revenue per Barrel was $0.70 per barrel

Direct operating costs. For the year ended December 31, 2020, direct operating costs were $95.4 million compared to $72.0 million for the year ended December 31, 2019, an increase of $23.4 million, or 32.5%. Direct operating costs increased due to higher throughput produced water volumes from our acquisition of Concho's Lea County assets in June 2020, a full year impact of activity from our acquisition of Concho's Eddy county assets in 2019, as well as continued completions activity by our contracted customers. For the year ended December 31, 2020, direct operating costs per barrel handled, sold or transferred was $0.38 per barrel compared to $0.40 per barrel for the year ended December 31, 2019. Direct operating costs per barrel improved due to reduced temporary power generation expenses as a percentage of revenue, reducing contracted services, increasing recycling activities (thus avoiding incremental handling costs), and increasing system utilization and volumes over a fixed cost base.

In the past, we constructed assets in advance of grid power infrastructure availability to secure long-term produced water handling contracts. As a result, we needed to rent temporary power generation equipment that would not be necessary if grid power connections were available. We estimate that the incremental impact of these temporary power expenses was $15.0 million and $15.6 million for the years ended December 31, 2020 and 2019, respectively. These estimates are calculated by taking temporary power and rental expenses incurred during the period and subtracting estimated expenses that would have incurred during such period had permanent grid power been available. Power infrastructure and permanent power availability rapidly expanded in the Permian Basin in 2020 and we made significant progress throughout the year in reducing these expenses as a percentage of revenue. Over the course of 2020, we converted six handling facilities from temporary to permanent gird power. Temporary power costs represented approximately 8.7% of revenues for the year ended December 31, 2020 compared to 13.1% of revenues for the year ended December 31, 2019.

We expect our temporary power expenses will be substantially eliminated beginning in the third quarter of 2021. Our large and stable customer base now provides us with the lead time to request power loads earlier in the permitting stage of facility construction. Also, in 2020, significantly more operational in-basin power infrastructure was constructed, enhancing overall permanent power availability. As a result, we remove temporary power costs when calculating Adjusted Operating Margin to more accurately assess long-term profitability and cash flow.

Depreciation, amortization and accretion expenses. For the year ended December 31, 2020, depreciation, amortization and accretion expenses were $44.0 million compared to $19.7 million for the year endedDecember 31, 2019, an increase of $24.3 million, or 123.4%. Depreciation, amortization and accretion expenses increased primarily due to the full-year impact of amortization of customer contracts related to our acquisition of Concho's assets in Eddy County, the amortization of customer contracts related to our acquisition of Concho's assets in Lea County in 2020, and continued asset construction. For the year ended December 31, 2020, amortization of Concho's customer contracts was $19.7 million compared to $5.4 million for the year ended December 31, 2019.

	Year Ended December 31,	
(Dollars in thousands)	**2020**	**2019**
Depreciation expense	$23,388	$13,450
Amortization expense	$20,413	$ 6,075
Accretion expense	$ 226	$ 145
Total	**$44,027**	**$19,670**

General and administrative expenses. For the year ended December 31, 2020, general and administrative expenses were $18.7 million compared to $15.3 million for the year ended December 31, 2019. General and administrative expenses increased in 2020 due to higher compensation and benefits expenses, higher insurancecosts corresponding with a larger asset footprint, and increased legal expenses. During the year ended December 31, 2020, we incurred $1.5 million in litigation expenses associated with a lawsuit that has since been settled compared to $0.3 million of litigation expenses incurred during the year ended December 31, 2019. During the year ended December 31, 2020, we incurred $0.2 million of severance expenses compared to $0.0 million of severance expenses for the year ended December 31, 2019.

Transaction costs. For the year ended December 31, 2020, transaction costs were $3.4 million compared to $1.0 million for the year ended December 31, 2019, an increase of $2.4 million, or 240.0%. Transaction costs increased primarily due to advisory and legal expenses associated with an uncompleted recapitalization processthat was terminated in first quarter of 2020.

Abandoned projects. For the year ended December 31, 2020, abandoned projects charges were $2.1 million compared to $2.4 million for the year ended December 31, 2019, a decrease of $0.3 million, or 12.5%.Abandoned projects charges decreased primarily due to decreased expirations of legacy permits and rights-of-way that were not ultimately constructed.

Interest expense. For the year ended December 31, 2020, interest expense was $7.7 million compared to $0.3 million for the year ended December 31, 2019, an increase of $7.4 million. Interest expense primarily increased due to increased borrowings under our revolving credit facility (the "Credit Facility") and reduced capitalization of interest expense. Total interest cost capitalized during the years ended December 31, 2020 and December 31, 2019 were $3.9 million and $6.0 million, respectively.

Liquidity and Capital Resources

Overview

Our primary needs for cash are permitting, development and construction of water handling and recycling assets to meet customers' needs, payment of contractual obligations including debt, and working capital obligations. Funding for these cash needs may be provided by any combination of internally generated cash flow, borrowings under the Credit Facility, or additional capital investment from our equity sponsors.

We intend to continue to fund growth with both cash on the balance sheet and through positive free cash flow generation.

In April 2021, we repaid $297.0 million of total outstanding borrowings under our Credit Facility and redeemed all outstanding redeemable preferred units for $74.4 million with the proceeds from the issuance of $400.0 million of our notes. We also amended and restated our Credit Facility to provide $200.0 million of committed funds that were undrawn as of June 30, 2021.

As of June 30, 2021, we had working capital, defined as current assets less current liabilities, of $31.4 million and $200.0 million of availability under the Credit Facility. We also had $23.6 million in available committed equity from our equity sponsors as of June 30, 2021.

As described in "Use of Proceeds," we intend to cause Solaris LLC to (i) distribute approximately $ million of the net proceeds to Existing Owners as part of the corporate reorganization being undertaken in connection with this offering and (ii) to use approximately $ million of the net proceeds to pay the expenses incurred by us in connection with this offering and the Reorganization. We intend to cause Solaris LLC to use the remaining net proceeds for general corporate purposes, which may include capital expenditures, working capital and potential acquisitions and strategic transactions. Please see "Use of Proceeds."

Cash Flow from Operating Activities

For the six months ended June 30, 2021, we had Cash Flow Provided by Operating Activities of $30.7 million compared to $40.9 million for the six months ended June 30, 2020. The decreases are primarily due to changes in working capital driven by timing of collections of accounts receivable and payments of trade accounts payable.

For the year ended December 31, 2020, we had Cash Flow from Operating Activities of $67.8 million compared to $4.1 million for the year ended December 31, 2019. We generated additional cash flow from operations due to increased revenues and improved collections timing from key customers.

Cash Flow Used in Investing Activities

For the six months ended June 30, 2021, we had Cash Flow Used in Investing Activities of $42.4 million compared to $92.6 million for the six months ended June 30, 2020. We reinvested less cash flow in the second quarter and first half of 2021 compared to corresponding periods in 2020 due to lower capital expenditure requirements to meet produced water handling capacity needs.

For the year ended December 31, 2020, we had Cash Flow Used in Investing Activities of $139.6 million compared to $228.4 million for the year ended December 31, 2019. We reinvested less cash flow in 2020 compared to 2019 due to lower capital expenditure requirements to meet produced water handling capacity needs and the non-recurrence of the $55.4 million cash consideration for the acquisition of Concho's Eddy County assets in 2019.

Cash Flow Provided by Financing Activities

For the six months ended June 30, 2021, we had Cash Flow Provided by Financing Activities of $17.9 million compared to $59.6 million for the six months ended June 30, 2020. Cash Flow Provided by Financing Activities for the six months ended June 30, 2021 of $17.8 million was primarily due to the issuance of our $400.0 million aggregate principal amount of our 7.625% Senior Sustainability-Linked Notes on April 1, 2021 that was used to pay down the Credit Facility of $297.0 million and redeem the Redeemable Preferred Units of $74.4 million. We required less external financing for the six months ended June 30, 2021 versus the six months ended June 30, 2020 due to lower capital buildout requirements.

For the year ended December 31, 2020, we had Cash Flow Provided by Financing Activities of $89.7 million compared to $224.0 million for the year ended December 31, 2019. We required less cash investment from the Credit Facility and equity sponsors due to lower capital buildout requirements and the non-recurrence of cash consideration for the acquisition of Concho's Eddy County assets.

Capital Requirements

Our business is capital intensive, requiring the maintenance of existing pipelines, pumps and handling and recycling facilities and the acquisition or construction and development of new assets and facilities.

Our current level of capital expenditures is expected to remain within our internally generated cash flow as we maintain significant flexibility around the timing of capital expenditures. However, we are subject to certain capital requirements to support our customers' development plans associated with acreage dedication agreements. Accordingly, we work proactively with our customers to anticipate their future needs for water handling and recycling assets to support their activities. For 2021, we expect our capital expenditures to range from $70 million to $77 million.

We intend to fund capital requirements through our primary sources of liquidity, which include cash on hand and cash flows from operations and, if needed, our borrowing capacity under the Credit Facility.

If and to the extent our Board were to declare a cash distribution on our Class A common stock, we currently expect the dividend to paid from any free cash flow. We do not currently expect to borrow funds or to adjust planned capital expenditures to finance dividends on our Class A common stock, if any such dividends were to be declared by our Board. The timing, amount and financing of dividends, if any, will be subject to the discretion of the Company's board of directors from time to time following this offering. Please see "Dividend Policy."

Debt Agreements

Credit Facility

On April 1, 2021, we entered into our amended and restated credit agreement (the "Restated Credit Agreement") to, among other things, (i) decrease the commitments under the Credit Facility to $200.0 million, (ii) extend the maturity date to April 1, 2025, (iii) reprice the loans made under the Credit Facility and unused commitment fees to be determined based on a leverage ratio ranging from 3.00:1.00 to 4.50:1.00, (iv) provide for a $75.0 million incremental revolving facility, which shall be on the same terms as under the Credit Facility, (v) annualize EBITDA for 2021 for the purpose of covenant calculations, (vi) amend the leverage ratio covenant to comprise of a maximum total funded debt to EBITDA ratio, net of $40.0 million of unrestricted cash and cash equivalents if the facility is drawn, and net of all unrestricted cash and cash equivalents if the facility is undrawn, (vii) increase the leverage ratio covenant test level for the first two fiscal quarters of 2021 to 5.00 to 1.00, for the third quarter of 2021 to 4.75 to 1.00, and thereafter to 4.50 to 1.00 and (viii) add a secured leverage covenant of 2.50 to 1.00. In April 2021, we repaid all borrowings under the prior Credit Facility upon entering into the Restated Credit Agreement. As of June 30, 2021, we were in compliance with all of our covenants under our Credit Facility.

Senior Sustainability-Linked Notes

We have $400.0 million aggregate principal amount of 7.625% Senior Sustainability-Linked Notes outstanding, which are due April 1, 2026. The notes were issued by Solaris LLC on April 1, 2021 and are unsecured and effectively subordinated to the Credit Facility to the extent of the value of the collateral securing the Credit Facility. The notes are guaranteed on a senior unsecured basis by all of Solaris LLC's wholly owned subsidiaries. Interest on the notes is payable on April 1 and October 1 of each year. We may redeem all or part of the notes at any time on or after April 1, 2023 at redemption prices ranging from 103.8125% on or after April 1, 2023 to 100% on or after April 1, 2025. In addition, on or before April 1, 2023, we may redeem up to 40% of the aggregate principal amount of the notes with the net cash proceeds of certain equity offerings, if certain conditions are met, at a redemption price of 107.625% of the principal amount of the notes, plus accrued interest. At any time prior to April 1, 2023, we may also redeem the notes, in whole or in part, at a price equal to 100% of the principal amount of the notes plus a "make-whole" premium. Certain of these redemption prices are subject to increase if we fail to satisfy the Sustainability Performance Target (as defined in the indenture governing the notes) and provide notice of such satisfaction to the trustee. If we undergo a change of control, we may be required to repurchase all or a portion of the notes at a price equal to 101% of the principal amount of the notes, plus accrued interest.

We used the proceeds from the issuance of the notes to repay all borrowings outstanding under our Credit Facility, to redeem our preferred units in full and for general corporate purposes.

The indenture that governs the notes contains covenants that, among other things, limit our ability and the ability of our restricted subsidiaries to:

- incur or guarantee additional indebtedness or issue certain preferred stock;

- pay dividends on capital stock or redeem, repurchase or retire our capital stock or subordinated indebtedness;
- transfer or sell assets;
- make investments;
- create certain liens;
- enter into agreements that restrict dividends or other payments from our restricted subsidiaries to us;
- consolidate, merge or transfer all or substantially all of our assets;
- engage in transactions with affiliates; and
- create unrestricted subsidiaries.

Our key performance indicator under our Sustainability-Linked Bond Framework is to increase recycled produced water sold and reduce groundwater withdrawals sold expressed as a percentage of barrels of recycled produced water sold per year divided by total barrels of water sold per year (the "Recycling KPI"). The Recycling KPI encompasses 100% of our sourcing operations in the Permian Basin. Our Recycling KPI is designed to reduce groundwater withdrawal for water intensive industrial operations in the water stressed Permian Basin by increasing our sales of recycled produced water. Our Sustainability Performance Target (the "SPT") is to increase our annual Recycling KPI to 60% by 2022 from a 2020 baseline of 42.1%, with an observation date of December 31, 2022.

To the extent the SPT has not been achieved and verified for the year ended December 31, 2022, the coupon on the notes will increase to 7.875% beginning with the interest period ending on October 1, 2023 until maturity and there will also be an increase in applicable optional redemption prices.

We were in compliance with such covenants as of June 30, 2021 and December 31, 2020.

Tax Receivable Agreement

With respect to obligations we expect to incur under our Tax Receivable Agreement (except in cases where we elect to terminate the Tax Receivable Agreement early, the Tax Receivable Agreement is terminated early due to certain mergers or other changes of control or we have available cash but fail to make payments when due), generally we may elect to defer payments due under the Tax Receivable Agreement if we do not have available cash to satisfy our payment obligations under the Tax Receivable Agreement or if our contractual obligations limit our ability to make these payments. Any such deferred payments under the Tax Receivable Agreement generally will accrue interest. For further discussion regarding such an acceleration and its potential impact, please read "Risk Factors— Risks Related to this Offering and Our Class A Common Stock—In certain cases, payments under the Tax Receivable Agreement may be accelerated and/or significantly exceed the actual benefits, if any, we realize in respect of the tax attributes subject to the Tax Receivable Agreement." For additional information regarding the Tax Receivable Agreement, see "Certain Relationships and Related Party Transactions—Tax Receivable Agreement."

Internal Controls and Procedures

We are not currently required to comply with the SEC's rules implementing Section 404 of Sarbanes Oxley, and are therefore not required to make a formal assessment of the effectiveness of our internal control over financial reporting for that purpose. Upon becoming a public company, we will be required to comply with the SEC's rules implementing Section 302 of the Sarbanes-Oxley Act, which will require our management to certify financial and other information in our quarterly and annual reports and provide an annual management report on the effectiveness of our internal control over financial reporting. We will not be required to make our first assessment of the effectiveness of our internal control over financial reporting under Section 404 until our second annual report on Form 10-K after we become a public company.

Further, our independent registered public accounting firm is not yet required to formally attest to the effectiveness of our internal controls over financial reporting, and will not be required to do so for as long as we are an "emerging growth company" pursuant to the provisions of the JOBS Act. Please read "Prospectus Summary—Implications of Being an Emerging Growth Company."

Material Weakness and Remediation

Prior to the completion of this offering, Solaris has been a private company that has required fewer accounting personnel to execute its accounting processes and supervisory resources to address its internal controls over financial reporting, which we believed were adequate for a private company of its size and industry. In connection with the preparation and review of our financial statements for the year ended December 31, 2020, we identified a material weakness in our internal controls over financial reporting caused by the misapplication of accounting principles related to the estimate of amortization in connection with our intangibles. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. We are taking steps to remediate this material weakness and are implementing additional controls around identifying and determining the appropriate amount of amortization to record in connection with intangible assets. The error amount was fully reflected and adjusted in our year-end 2020 financial statements. For more information regarding the impact of this material weakness on our financial statements, please see "Risk Factors—Risks Related to Our Business—We previously identified a material weakness in our internal control over financial reporting and may identify additional material weaknesses in the future or otherwise fail to maintain an effective system of internal controls, which may result in material misstatements of our financial statements or cause us to fail to meet our periodic reporting obligations."

Off-Balance Sheet Arrangements

We have not entered into any transactions, agreements or other contractual arrangements that would result in off-balance sheet liabilities.

Critical Accounting Policies and Estimates

The preparation of financial statements and related disclosures in conformity with GAAP requires the selection and application of appropriate accounting principles to the relevant facts and circumstances of our operations and the use of estimates made by management. We have identified the following accounting policies that are most important to the portrayal of our consolidated financial position and results of operations. The application of these accounting policies, which requires subjective or complex judgments regarding estimates and projected outcomes of future events, and changes in these accounting policies, could have a material effect on our consolidated financial statements.

Revenue Recognition

We generate revenue by providing services related to Produced Water Handling and Water Solutions. The services related to produced water are fee-based arrangements and are based on the volume of water that flows through our systems and facilities while the sale of recycled produced water and groundwater are priced based on negotiated rates with the customer.

We have customer contracts that contain minimum transportation and/or disposal volume delivery requirements and we are entitled to deficiency payments if such minimum contractual volumes are not delivered by the customer. These deficiency amounts are based on fixed, daily minimum volumes (measured over monthly, quarterly and annual periods depending on the contract) at a fixed rate per barrel. We are typically entitled to shortfall payments if such minimum contractual obligations are not maintained by our customers. We invoice the customer on either a monthly, quarterly or annual basis, as provided in the contract.

We account for revenue in accordance with ASC Topic 606, Revenue from Contracts with Customers, which was adopted effective January 1, 2019, using the modified retrospective approach. No cumulative adjustment to accumulated earnings was required as a result of this adoption, and the adoption did not have a material impact on the consolidated financial statements as no material arrangements.

In determining the appropriate amount of revenue to be recognized as we fulfill our obligations under the contracts, the following steps must be performed at contract inception: (i) identification of the promised goods or services in the contract; (ii) determination of whether the promised goods or services are performance obligations, including whether they are distinct in the context of the contract; (iii) measurement of the transaction price, including the constraint on variable consideration; (iv) allocation of the transaction price to the performance obligations; and (v) recognition of revenue when (or as) we satisfy each performance obligation.

Revenues from Produced Water Handling consist primarily of per barrel fees charged to customer for the use of our system and disposal services. For all of our produced water transfer and disposal contracts, revenue will be recognized over time utilizing the output method based on the volume of wastewater accepted from the customer. We typically charge our customers a disposal and transportation fee on a per barrel basis under our contracts. In some contracts, we are entitled to shortfall payments if minimum contractual obligations are not satisfied by our customers. Minimum contractual obligations have not been maintained, and thus we have recognized revenues related to shortfalls on such take or pay contractual obligations to date. Some contracts also have a mechanism that allows for shortfalls to be made up over a limited period of time.

For contracts that involve recycled produced water and groundwater, revenue is recognized at a point in time, based on when control of the product is transferred to the purchaser or customer, as the case may be.

Acquisitions

To determine if a transaction should be accounted for as a business combination or an acquisition of assets, we first calculate the relative fair values of the assets acquired. If substantially all of the relative fair value is concentrated in a single asset or group of similar assets, or if not but the transaction does not include a significant process (does not meet the definition of a business), we record the transaction as an acquisition of assets. For acquisitions of assets, the purchase price is allocated based on the relative fair values. For an acquisition of assets, goodwill is not recorded. All other transactions are recorded as business combinations.

Fair values of assets acquired and liabilities assumed are based upon available information and may involve engaging an independent third party to perform an appraisal. Estimating fair values can be complex and subject to significant business judgment. We must also identify and include in the allocation all acquired tangible and intangible assets that meet certain criteria, including assets that were not previously recorded by the acquired entity. The estimates most commonly involve property, plant and equipment and intangible assets, including those with indefinite lives. The estimates also include the fair value of contracts. For a business combination, the excess of the purchase price over the net fair value of acquired assets and assumed liabilities is recorded as goodwill, which is not amortized but instead is evaluated for impairment at least annually. Pursuant to GAAP, an entity is allowed a reasonable period of time (not to exceed one year) to obtain the information necessary to identify and measure the fair value of the assets acquired and liabilities assumed in a business combination.

Impairment of Long-Lived Assets

We evaluate the carrying value of our long-lived assets (property, plant and equipment and amortizable intangible assets) for potential impairment when events and circumstances warrant such a review. A long-lived asset group is considered impaired when the anticipated undiscounted future cash flows from the use and eventual disposition of the asset group is less than its carrying value. We compare the carrying value of the long-lived asset to the estimated undiscounted future cash flows expected to be generated from that asset. Estimates of future net cash flows include estimating future volumes and margins, future operating costs and other estimates and assumptions consistent with our business plans. If we determine that an asset's unamortized cost may not be recoverable due to impairment, we may be required to reduce the carrying value and the subsequent useful life of the asset. Any such write-down of the value and unfavorable change in the useful life of a long-lived asset would increase costs and expenses at that time. Fair value calculations for long-lived assets and intangible assets contain uncertainties because it requires the Company to apply judgment and estimates concerning future cash flows, strategic plans, useful lives and market performance. The Company also applies judgment in the selection of a discount rate that reflects the risk inherent in the current business model.

Impairment of Goodwill

Goodwill is subject to at least an annual assessment for impairment. We perform our annual assessment of impairment during the fourth quarter of our fiscal year, and more frequently if circumstances warrant. Before employing detailed impairment testing methodologies, we may first evaluate the likelihood of impairment by considering qualitative factors relevant to the business, such as macroeconomic, industry, market or any other factors that have a significant bearing on fair value. If we first utilize a qualitative approach and determine that it is more likely than not that goodwill is impaired, detailed testing methodologies are then applied. Otherwise, we conclude that no impairment has occurred. We may also choose to bypass a qualitative approach and opt instead to employ detailed testing methodologies, regardless of a possible more likely than not outcome. If we determine

through the qualitative approach that detailed testing methodologies are required, or if the qualitative approach is bypassed, we compare the fair value of a reporting unit with its carrying amount under Step 1 of the impairment test. The determination of a reporting unit's fair value is predicated on our assumptions regarding the future economic prospects of the reporting unit. Such assumptions include (i) discrete financial forecasts for the assets contained within the reporting unit, which rely on our estimates of gross margins, (ii) long-term growth rates for cash flows beyond the discrete forecast period, (iii) appropriate discount rates and (iv) estimates of the cash flow multiples to apply in estimating the market value of our reporting units. If the carrying amount exceeds the fair value of a reporting unit, the Company performs Step 2 and compares the fair value of reporting unit goodwill with the carrying amount of that goodwill and recognizes an impairment charge for the amount by which the carrying amount exceeds the implied fair value; however, the loss recognized may not exceed the total amount of goodwill allocated to that reporting unit.

If future results are not consistent with our estimates, we could be exposed to future impairment losses that could be material to our results of operations. We monitor the markets for our products and services, in addition to the overall market, to determine if a triggering event occurs that would indicate that the fair value of a reporting unit is less than its carrying value.

Recent Accounting Pronouncements

In January 2017, the FASB issued ASU 2017-04, Simplifying the Test for Goodwill Impairment. This pronouncement removes Step 2 of the goodwill impairment test, which requires a hypothetical purchase price allocation. A goodwill impairment will now be the amount by which a reporting unit's carrying value exceeds its fair value, not to exceed the carrying amount of goodwill. This pronouncement was effective for public business entities for annual reporting periods beginning after December 15, 2019, and interim periods within fiscal years beginning after December 15, 2019. The amendments in ASU 2017-04 are effective for private companies for fiscal years beginning after December 15, 2021 and interim periods within the fiscal year. The amendments in this ASU should be applied prospectively. The Company is evaluating the potential impact this new standard may have on the financial statements.

In June 16, 2016, the FASB issued ASU 2016-13, Financial Instruments – Credit Losses, which requires the measurement of all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. The ASU requires enhanced disclosures to help investors and other financial statement users better understand significant estimates and judgments used in estimating credit losses, as well as the credit quality and underwriting standards of an organization's portfolio. These disclosures include qualitative and quantitative requirements that provide additional information about the amounts recorded in the financial statements. In addition, the ASU amends the accounting for credit losses on available-for-sale debt securities and purchased financial assets with credit deterioration. The ASU was effective for public companies for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. The ASU is effective for private companies for fiscal years beginning after December 15, 2022. The Company is evaluating the potential impact this new standard may have on the financial statements.

On February 25, 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842), as part of a joint project with the International Accounting Standards Board ("IASB") to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. To satisfy the foregoing objective, the FASB is creating Topic 842, Leases, which supersedes Topic 840. Under the new guidance, a lessee will be required to recognize assets and liabilities for capital and operating leases with lease terms of more than 12 months. Additionally, this ASU will require disclosures to help investors and other financial statement users better understand the amount, timing, and uncertainty of cash flows arising from leases, including qualitative and quantitative requirements. For public companies, the amendments were effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. For private companies, the amendments are effective for fiscal years beginning after December 15, 2021. The Company is evaluating the potential impact this new standard may have on the financial statements.

Under the JOBS Act, we expect that we will meet the definition of an "emerging growth company," which would allow us to have an extended transition period for complying with new or revised accounting standards pursuant to Section 107(b) of the JOBS Act. We intend to take advantage of all of the reduced reporting requirements and exemptions, including the longer phase-in periods for the adoption of new or revised financial

accounting standards under Section 107 of the JOBS Act until we are no longer an emerging growth company. Our election to use the phase-in periods permitted by this election may make it difficult to compare our financial statements to those of non-emerging growth companies and other emerging growth companies that have opted out of the longer phase-in periods under Section 107 of the JOBS Act and who will comply with new or revised financial accounting standards. If we were to subsequently elect instead to comply with these public company effective dates, such election would be irrevocable pursuant to Section 107 of the JOBS Act.

BUSINESS

Our Company

We are a leading, growth-oriented environmental infrastructure and solutions company that directly helps our customers reduce their water and carbon footprints. We deliver full-cycle water handling and recycling solutions that increase the sustainability of energy company operations. Our integrated pipelines and related infrastructure create long-term value by delivering high-capacity, comprehensive produced water management, recycling and supply solutions to operators in the core areas of the Permian Basin.

We provide critical environmental solutions to many of the most active and well-capitalized companies operating in the Permian Basin, including affiliates of ConocoPhillips, Occidental Petroleum Corporation, Exxon Mobil Corporation, Marathon Oil Corporation, Chevron Corporation and Mewbourne Oil Company. Operators are increasingly prioritizing their environmental impact as a measure of success with an emphasis on rapidly increasing the use of recycled produced water in their operations. Our expansive infrastructure, advanced logistics and water treatment methods allow us to reliably gather our customers' produced water and recycle it for use in their operations. We believe our solutions make a significant contribution to the ability of our customers to achieve their sustainability-related objectives. Since inception, we have been committed to responsibly developing, operating and deploying technology to safely reduce our customers' environmental footprint.

Our Commitment to Environmental, Social and Governance Leadership

Our business strategy and operations align with the increasing focus of local communities, regulators and stakeholders on ensuring the safety of oil and gas operations and minimizing environmental and local community impacts. We have a leading track record in safety, social and environmental stewardship in the areas in which we operate by setting and meeting ambitious sustainability targets. This leadership highlights the strong technical, operational and financial capabilities of our management team that has decades of experience operating and leading companies in the environmental, infrastructure, water treatment and energy industries. As further demonstration of our environmental leadership, we adopted a Sustainability-Linked Bond Framework in March 2021, which publishes our goals with respect to our water recycling operations. In accordance with this framework, we issued the first sustainability-linked notes in the produced water infrastructure industry. Please read "Management's Discussion and Analysis of Financial Condition and Results of Operations—Debt Agreements—Sustainability-Linked Notes."

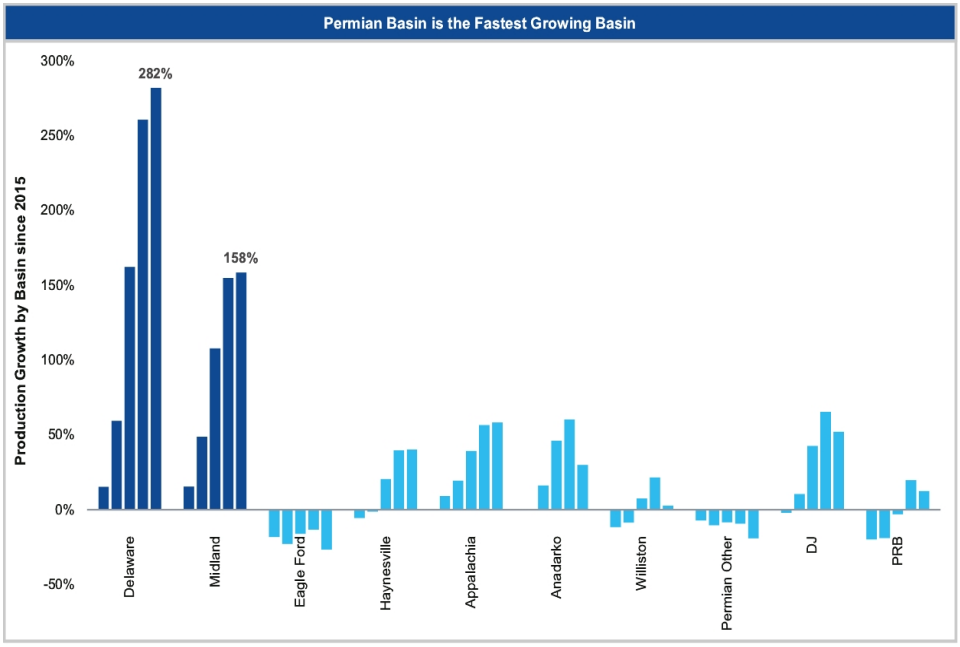
Our business provides reliable and sustainable water solutions that address the operational and environmental demands of the energy industry and actively reduce emissions. Through our significant investment in permanent pipeline infrastructure to safely gather and transport produced water, we minimize the need for produced water trucking, a major contributor of greenhouse gas emission, traffic congestion and road safety concerns in the communities in which we operate. Additionally, we are leaders in the evaluation, piloting and advancement of water treatment technologies, including the development of solutions for the use of treated produced water outside of the oil and gas industry. For example, we are piloting and developing proprietary processes for treating produced water for environmental, agricultural and industrial water demand, including evaluating the use of treated produced water as process water for carbon sequestration and direct air capture.

Our strong company culture includes commitments to our employees and our shareholders, which we believe will benefit all of our constituents. We have created a work environment that fosters a diverse and inclusive company culture with over 50% minority and/or female representation in our workforce as of June 30, 2021. Additionally, we prioritize safety in our operations through rigorous training, structured protocols and ongoing automation of our operations. Our prioritization of safety includes a commitment to safeguarding the communities in which we operate by giving to and volunteering with first responders.

We believe alignment of our management and our Board with our shareholders, including the establishment of a diverse and independent Board, is conducive to creating long-term value. Additionally, through our management's substantial initial ownership and our compensation and incentive programs that we are adopting in connection with this offering, our management team will remain highly motivated to continue creating shareholder value.

The Permian Basin

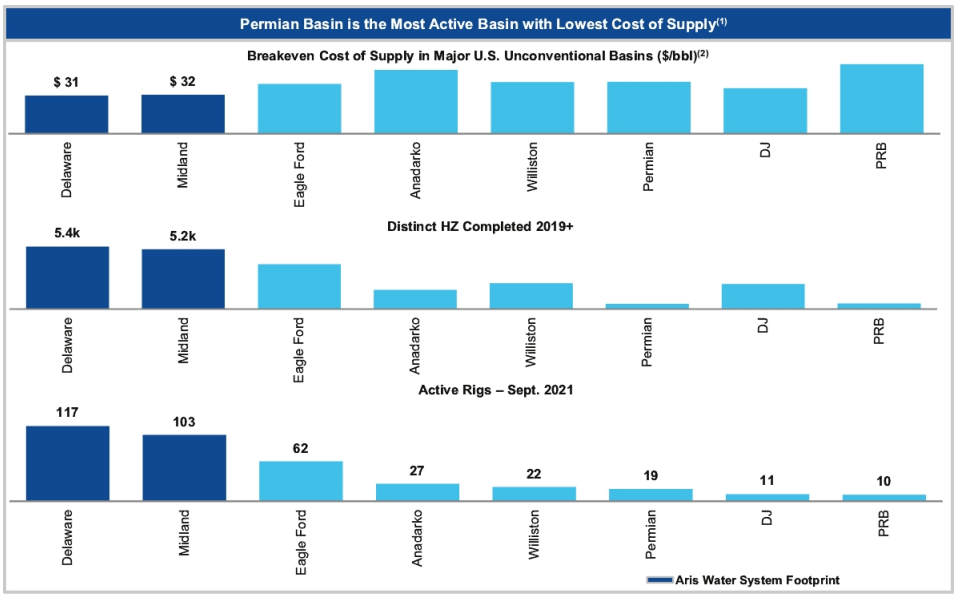
The Permian Basin is the leading basin in the United States with respect to drilling activity, oil production, oil production growth and economic returns to operators. It is one of the most prolific crude oil and natural gas basins in the world, spanning more than 75,000 square miles across West Texas and New Mexico. The Permian Basin has a history of over 100 years of crude oil and natural gas production and is characterized by high volumes of crude oil and liquids-rich natural gas production, multiple horizontal target horizons, extensive production history, long-lived reserves and high drilling success rates. Over 35 billion barrels of crude have been recovered in the basin since the first well was drilled in 1920 with more than 95 billion barrels of recoverable oil remaining, according to the EIA. In February 2021, the Permian accounted for 52% of onshore U.S. oil production, according to the EIA. The Midland and Delaware sub-basins of the Permian Basin boast among the lowest breakeven oil prices of any basins in the country, according to Enverus.



Source: Enverus

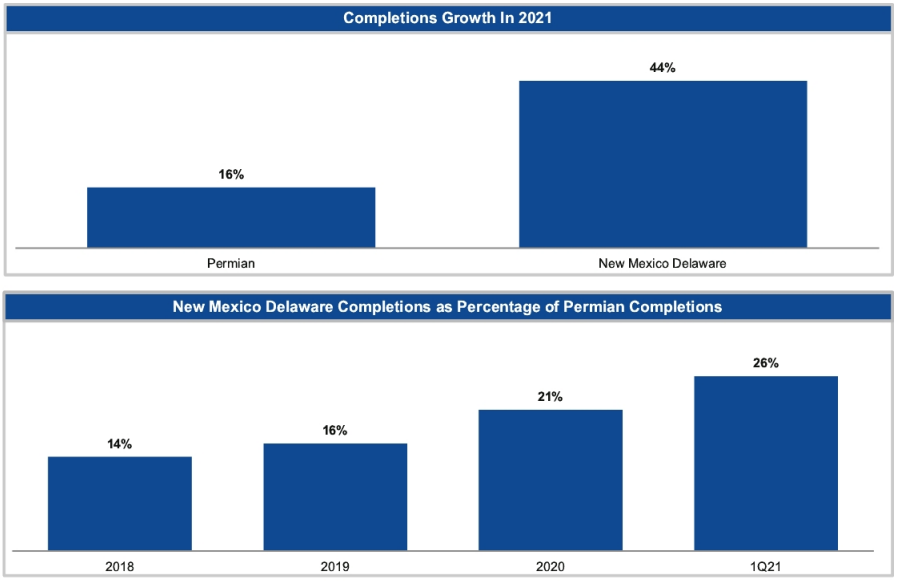
The Permian Basin features long-lived reserves, consistent geological attributes, high reservoir quality and historically high development success rates. The Permian is the most actively developed North American play, and as of July 23, 2021, 55% (242 out of 439 total) of active onshore U.S. horizontal oil rigs were operating in the Permian according to Baker Hughes. The graph above highlights that the Delaware and Midland basin comprised all significant production growth in the Lower 48 since 2015. The Permian Basin is the leading basin in the United States with respect to drilling activity, production growth and economic returns to operators.

Beginning in early 2015, during the commodity price downturn, Permian E&P companies began generally focusing on improving their operating efficiencies. Most E&P companies continue to be focused on optimizing the development of their assets through actions such as drilling longer laterals, further delineating zones, continued downspacing, using modern high intensity completion methods with local frac sand and utilizing multi-well pads. Even during periods of low commodity prices, the Permian experienced significant growth due to high single well rates of return and industry leading breakeven prices below $35 per barrel according to Enervus. Operators are expected to continue to deploy significant capital in the Permian due to Permian leading productivity and associated well economics. As seen on the graph below, Delaware Basin leads all major U.S. basins with respect to breakeven development pricing, number of horizontal completions since 2019, and active drilling rigs. Midland Basin is a close second to the Delaware Basin with all other basins falling well behind.



(1) Enverus for the week of September 6, 2021.
(2) Breakeven cost of supply assumes gas normalized to oil at 20:1.

We operate in one of the most active regions in the Permian Basin. During 2020 and first quarter 2021 annualized, completions in the New Mexico Delaware have grown at a significantly higher pace than the Permian Basin as operators increasingly shirt focus to the region, as shown in the charts below.



Source: Enverus. Growth based on first quarter of 2021 compared to full-year 2020 completions.

Produced Water

Produced water naturally exists in underground formations and is brought to the surface during crude oil and natural gas production. Produced water is produced throughout the entire life of the well and is of particular importance to operators in the Permian Basin given the high produced water-to-oil ratio prevalent across the basin. Approximately two to five barrels of produced water are produced for every barrel of oil produced in the Permian Basin, according to Enverus. The Permian Basin is expected to produce over 17.1 million barrels of water a day in 2021 according to Rystad while only producing 4.2 million barrels a day of crude oil according to Wood Mackenzie. As a result, the total market for produced water gathering in terms of number of barrels is significantly larger than that of crude oil gathering. Additionally, produced water handling costs comprise up to 40% of producers' total lease-level operating expenses in the Permian Basin according to Wood Mackenzie. Many of our customers have stated goals of managing produced water volumes in an environmentally-responsible and cost-effective manner , highlighting the importance of our water management expertise and integrated and extensive asset base. We believe they will increasingly outsource water management to integrated produced water infrastructure and recycling companies like us to manage their water-related needs in a cost and capital effective manner, creating new business development and acquisition opportunities for us.

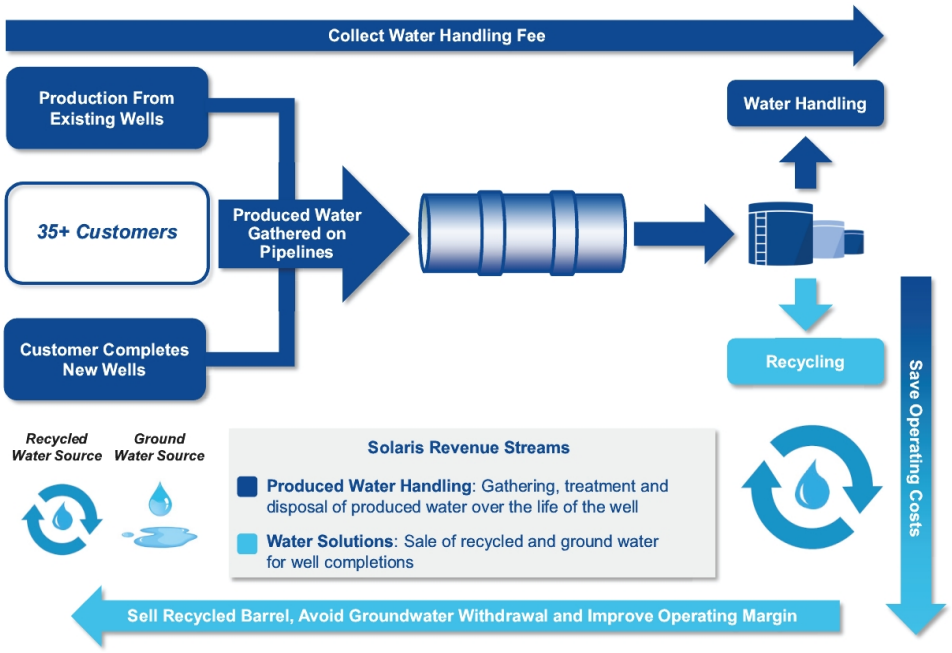
Water Recycling

Recycling produced water displaces the use of scarce groundwater which would otherwise be used for oil and gas operations. Treatment of produced water is required prior to reuse, which involves the removal of residual hydrocarbons, reduction of free iron and other solids and removal of bacteria to customer specifications. We have made a significant investment in our vast network of produced water gathering pipelines and recycling centers which has positioned us as a leading independent third-party provider of recycled produced water gathered on a proprietary network in the Permian Basin. The scale of our system allows us to gather significant produced water volumes across a wide geographic area from multiple customers. The increasing volumes of produced water aggregated on our systems provide differentiated support for our recycling operations and ensures that sufficient volumes of recycled water are available to our customers when and where needed. Our expansive asset base allows us to deliver cost-effective, high-capacity and reliable produced water recycling solutions to operators, encouraging and enabling their rapid adoption of the use of recycled produced water while minimizing the use of groundwater in energy production. Between July 2019 (the month which we began recycling at scale) and June 2021, we have recycled approximately 38 million barrels, or approximately 1.6 billion gallons, of produced water. Our innovative technologies and recycling capabilities provide our customers with a secure and sustainable alternative to fresh and other sources of groundwater. By reducing our customers' dependence on groundwater, we contribute to their sustainability efforts and the sustainability of the broader energy industry while also providing benefits to our stakeholders and the communities in which we operate. Importantly recycling enables us to collect multiple fees on the same barrel of produced water while our overall Adjusted Operating Margin per Barrel improves as we increase produced water recycling as we are able to avoid certain costs associated with traditional produced water handling operations.

Full-Cycle Water Management

The volume of water required for hydraulic fracturing and the volume of produced water generated from oil and gas production are each expected to significantly increase in the Permian Basin. Additionally, energy producers are increasingly focused on maximizing sustainability and minimizing the environmental impact in the areas in which they operate. These trends represent significant challenges for energy producers. We believe energy producers will increasingly depend on our expansive integrated produced water gathering and recycling assets that are designed specifically to meet these challenges. By developing these partnerships and outsourcing full-cycle produced water management, energy producers can preserve capital for their core operations and ultimately lower water management costs. We provide access to a substantial and growing source of produced water that can be recycled to support energy production, enabling energy producers to lower their water management costs and do so in an environmentally-responsible way.

The figure below demonstrates the movement of produced water through our pipelines for handling or recycling and the multiple points at which we can collect fees on the same barrel of water:



Our Operations and Assets

Our Operations

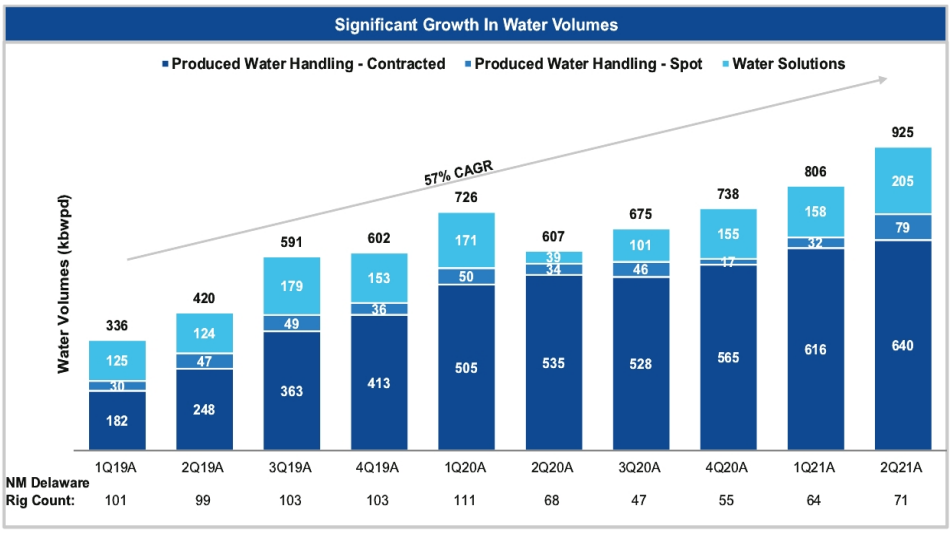
We manage our business through a single operating segment comprising two primary revenue streams, Produced Water Handling and Water Solutions.

Our Produced Water Handling business gathers, transports and, unless recycled, handles produced water generated from oil and natural gas production. Our Produced Water Handling business is supported by long-term contracts with acreage dedications or MVCs, primarily with large, investment-grade operators.

Our Water Solutions business develops and operates recycling facilities to treat, store and recycle produced water. By aggregating significant volumes of produced water from multiple customers on our connected pipeline networks, we can efficiently recycle large volumes of produced water and deliver this recycled water back to our customers in the time frames, volumes and specifications required by their operations. As needed, we also supplement our recycled produced water with groundwater to meet the demands of our customers' operations. We also transfer groundwater on behalf of third-party purchasers and sellers.

Our business is driven by gathering produced water volumes for our Produced Water Handling business and delivering recycled water volumes to customers for our Water Solutions business. In our Produced Water Handling business, we have grown our handling volumes from approximately 343,000 barrels per day for the year ended December 31, 2019 to approximately 570,000 barrels per day for the year ended December 31, 2020, an increase of 66%. In our Water Solutions business, we have grown our recycled volumes sold from approximately 20,000 barrels per day on average for the year ended December 31, 2019 to approximately 44,000 barrels per day on average for the year ended December 31, 2020, an increase of 120%. As a result of these increases in volumes, we have increased Adjusted EBITDA from $47.2 million for the year ended December 31, 2019 to $73.9 million for the year ended December 31, 2020, an increase of 57%. In our Produced Water Handling business, we have grown our handling volumes from approximately 562,000 barrels per day for the six months ended June 30, 2020 to approximately 684,000 barrels per day for the six months ended June 30, 2021,

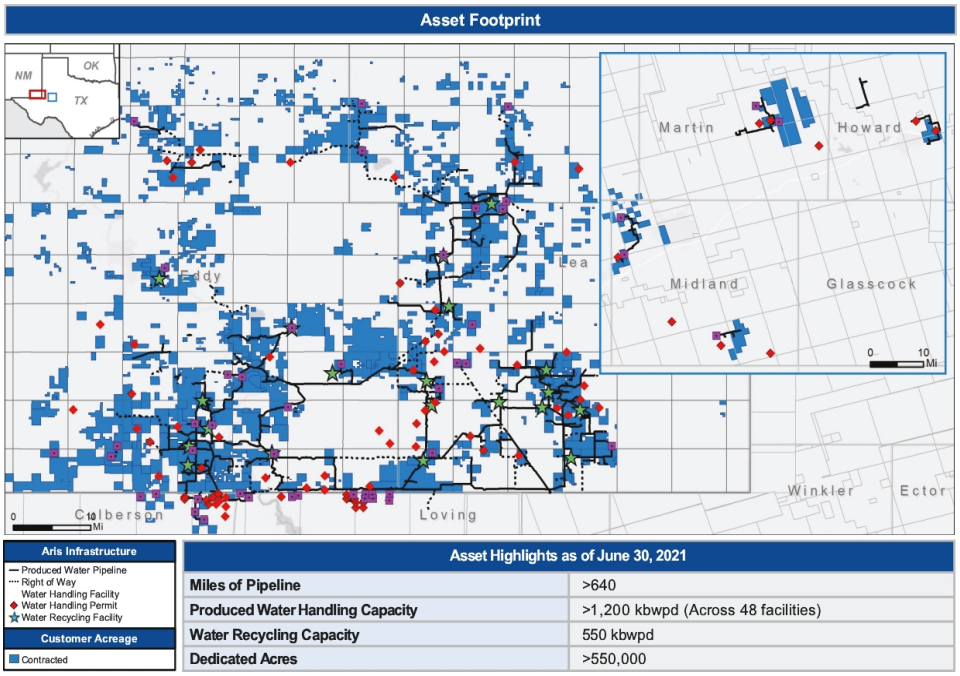
an increase of 21.7%. We have also grown our recycling volumes from approximately 29,000 barrels per day for the six months ended June 30, 2020 to approximately 88,000 barrels per day for the six months ended June 30, 2021. As a result of these increases in volumes, we have increased Adjusted EBITDA from $35.9 million for the six months ended June 30, 2020 to $54.0 million for the six months ended June 30, 2021, an increase of 50.4%.



Asset Overview

Our recognized operational capability is supported by our automated and high-capacity integrated pipeline network, which we view as a critical differentiator. We have constructed or acquired over 640 miles of produced water pipeline, 48 produced water handling facilities and ten high-capacity produced water recycling facilities. Our systems provide an alternative to operators managing their own produced water infrastructure. Increasingly, customers are requesting longer-term agreements that will continue to enable us to expand our asset base. Our assets and operations are located entirely in the Delaware and Midland sub-basins of the broader Permian Basin.

The following map describes our assets as of June 30, 2021:



Asset Highlights as of June 30, 2021	
Miles of Pipeline	>640
Produced Water Handling Capacity	>1,200 kbwpd (Across 48 facilities)
Water Recycling Capacity	550 kbwpd
Dedicated Acres	>550,000

Our Assets

Our pipeline and water handling assets are comprised primarily of pipelines, pumps and handling and recycling facilities in the core of the Delaware and Midland Basins. These interconnected assets support both our Produced Water Handling and Water Solutions businesses. Our pipeline network consists of over 640 installed miles of gathering pipelines, which includes over 440 miles of larger diameter (12- to 24-inch) pipelines.

Our handling facilities, which are designed to process, store and/or dispose of produced water that is not recycled, are essential to our ability to deliver reliable and cost-effective water gathering services to existing and prospective customers across a large geographic footprint. As of June 30, 2021, we had acquired or constructed 48 produced water handling facilities which had over 1.2 million barrels per day of capacity.

As of June 30, 2021	**Pipelines (miles)**	**Number of Water Handling Facilities**	**Water Handling Capacity (kbwpd)**
Installed	640	48	1,232

We have secured significant permits and rights-of-way for additional pipelines and water handling facilities. As of June 30, 2021, we had 225 miles of additional permitted pipeline rights-of-way and approved permits for an additional 48 produced water handling facilities with over 1.5 million barrels per day of permitted handling capacity. This significant backlog of permitted handling capacity provides us with valuable optionality and a competitive advantage as it allows us to react quickly to meet existing and new customer demand without potential permitting delays.

As of June 30, 2021	**Pipelines (miles)**	**Number of Water Handling Facilities**	**Water Handling Capacity (kbwpd)**
Permitted Not Installed	225	48	1,530

Volumes (kbwpd)	Six Months Ended June 30, 2021	Year Ended December 31, 2020
Produced Water Handling Volumes	684	570

Our recycling facilities include water filtration, treatment, storage and redelivery assets. We construct our recycling facilities at strategic locations on our pipeline network where there is both significant customer demand for recycled produced water and high volumes of produced water available. We currently have ten permanently installed facilities operational in the Delaware Basin with 550,000 barrels per day of treatment capacity and access to over 9.5 million barrels of owned or leased storage capacity.

As of June 30, 2021	Number of Water Recycling Facilities	Water Recycling Capacity (kbwpd)
Active Facilities	10	550

We also have the option to rapidly expand our recycling footprint as needed by developing an additional 14 locations that are either permitted or in the process of being permitted. We operate and construct both fixed treatment facilities and modular treatment systems that we can quickly assemble to capitalize on market opportunities.

As of June 30, 2021	Number of Water Recycling Facilities	Water Recycling Capacity (kbwpd)
Permitted or In Process Facilities	14	950

Volumes (kbwpd)	Six Months Ended June 30, 2021	Year Ended December 31, 2020
Recycled Produced Water Volumes Sold	88	44

Our Competitive Strengths

We believe the following strengths of our business position us to capitalize on continued demand growth for full-cycle water management services, reinforce our leadership position and distinguish us from our competitors:

Extensive infrastructure asset footprint in the Permian Basin provides a strong platform for growth

Our infrastructure assets are strategically located in the core areas of the Permian Basin, one of the most prolific crude oil and natural gas basins in the world. The acreage that our assets overlay has some of the highest returns of unconventional plays in the United States. We believe that the compelling economics underlying the acreage dedicated to our system makes such acreage core to our customers' long-term development plans. Our customers are increasingly prioritizing the sustainability of their operations, and we believe that increased adoption of recycled water in their operations will help them achieve certain sustainability-focused goals. Our extensive asset base, which includes more than 640 miles of produced water pipelines, 48 water handling facilities and ten high-capacity produced water recycling facilities, comprises the infrastructure network of choice for many of the leading operators in the Permian Basin.

We believe that to ensure a reliable supply of recycled produced water requires large scale assets with the capability to simultaneously gather produced water from and supply recycled produced water to multiple operators. Our infrastructure footprint is complementary to the operations of many blue-chip operators in the Permian Basin. We believe our long-term contracts with our strong customer base, together with our asset base, which required years to design, permit and construct, represent both significant barriers to entry for new entrants and a competitive advantage over existing competitors which may have smaller or more divided pipeline systems, operate in other basins or less prolific areas of the Permian, or who do not have the ability to provide full-cycle water management solutions.

Cash flow growth supported by long-term contracts with blue chip customers

We believe our customer base is the strongest amongst our peers, with four of our top five customers in 2020 rated as investment grade. We believe that this financial strength positions our customers well to execute on

their near-term and long-term business objectives, provides the capital necessary to efficiently develop their upstream assets and supports our long-term financial outlook. We have dedications with all the top 10 oil producers in the Northern Delaware Basin. In addition, our top three customers account for approximately 28% of Northern Delaware oil production and approximately 21% of total Delaware and Midland production for the six months ended June 30, 2021.

As of June 30, 2021, we had entered into over 125 contracts for our Produced Water Handling and Water Solutions businesses with more than 35 different customers. For the six months ended June 30, 2021 and the year ended December 31, 2020, approximately 92% of our Produced Water Handling revenues were attributable to acreage dedications or MVC contracts. We believe these arrangements provide a stable base of cash flows that support the prudent, organic growth of our operations. Our customers have guaranteed over 160,000 barrels per day of MVCs with a weighted average remaining life of over three years as of June 30, 2021.

Demonstrated leadership and innovation in recycling and sustainable water management

We believe our leadership in sustainable water management is valued by our customers and enables them to achieve certain sustainability-related objectives. We believe we are the leading independent third-party provider of recycled water gathered on a proprietary network in the Permian Basin and will be the only independent pure-play Permian infrastructure company in the public market. We reduce the carbon and water footprint of oil and gas operators by supplying them with meaningful quantities of recycled water across our expansive pipeline network and eliminating the need for trucks to haul water. Our goal is to maximize the amount of produced water we recycle as a percentage of the produced water we gather, providing significant economic and environmental benefits. By transporting our customers' produced water by pipeline rather than traditional trucking methods, we contribute to a meaningful reduction of their carbon footprint and enable them to achieve certain environmental goals. We estimate that in the six months ended June 30, 2021 and the year ended December 31, 2020, we eliminated approximately 1.0 million and 1.5 million truck trips, respectively, and avoided the release of approximately 92,000 and 170,000 metric tons of carbon dioxide equivalent into the environment, respectively.

Through one of our subsidiaries, we are partnering with leading scientists and universities in the field of water treatment to identify, adapt and pilot innovative technologies for beneficial reuse of produced water. We are actively working with the U.S. Department of Energy and the New Mexico Produced Water Research Consortium to advance certain initiatives related to produced water management, treatment technologies and beneficial reuse. We have identified potential opportunities to treat and discharge produced water for beneficial use including supplementing irrigation water demand, recharging aquifer systems, providing irrigation for range grasses for carbon sequestration, and process water for direct air capture carbon sequestration. We are well-positioned to help the energy industry through continued research and development of technology related to the recycling and beneficial use of produced water. These initiatives are expected to provide long-term benefits to our customers, shareholders and the communities in which we operate.

Strong financial profile with flexibility to support our growth objectives

Since inception in 2016, we have invested a significant amount of capital in organic growth projects and acquisitions to build scale and provide an attractive and resilient free cash flow profile. We are recognizing the benefits of these prior investments and focusing on continuing to deploy capital to the most accretive near and long-term growth opportunities. We conservatively manage our balance sheet with a leverage target of 2.5 to 3.5 times net debt to Adjusted EBITDA.We believe that our cash flows, undrawn credit facility and conservative leverage profile will provide us with the financial flexibility to fund attractive growth opportunities in the future.

Highly experienced, entrepreneurial management team incentivized for long-term value creation

Our proven management team has extensive expertise in water management and treatment, midstream, oilfield services and energy investing and an extensive history of shareholder value creation through organic development and M&A-related growth. Our executive management team has an average of over 30 years of experience and has founded and/or held executive positions in successful midstream, oilfield service, private equity and water management companies. We have deep domain knowledge and are recognized as leaders in our respective fields with strong relationships with existing and prospective customers, which we believe is core to our overall strategy.

As meaningful equity owners, our management team is committed to operational excellence and efficient business execution. Our management team has a strong track record of maximizing long-term value creation while limiting downside risk. We consistently operate our business in a way that creates long-term value by developing projects in a capital efficient manner, focusing on costs, execution, and system optimization while maintaining a safe operational environment. We believe that having offices in Houston, Texas, and in the Permian Basin in Midland, Texas and Carlsbad, New Mexico, enhances our ability to execute on our business plan, helping our team develop important local relationships with customers, service providers and landowners.

Our Business Strategies

Our primary objective is to maximize shareholder value by growing our business in a capital efficient manner while maintaining strong financial flexibility. We intend to accomplish this objective by executing the following strategies:

Utilize our integrated systems to maximize value for shareholders while generating multiple streams of revenue

We operate our assets as integrated, high-capacity infrastructure networks capable of gathering, recycling, redelivering and handling produced water. Our assets allow us to gather produced water at multiple points from multiple operators and recycle and redistribute such water to our customers. The connectivity and flexibility of our systems provide our customers with operational reliability and access to a high-volume supply of recycled water. The scale of our assets relative to our dedicated acreage and excess capacity built into our systems allows us to efficiently deploy capital across our system, resulting in highly accretive growth projects. Because our produced water handling and recycling services are integrated, we can generate revenue at multiple points for the same barrel of water , further enhancing our expected returns from capital deployed.

Focus on long-term relationships with blue chip customers under fee-based contracts to grow our cash flows

We intend to grow our cash flows by supporting our existing customers in their growth objectives while continuing our business development efforts to capture additional contracts from new or existing customers. Since inception, we have focused on strong business development as an integral to success and we have continually grown our relationships with the majority of our customers. In 2020 alone we added over 200,000 dedicated acres and established new water recycling relationships with five new customers. As we grow, we intend to maintain our focus on providing services under long-term, fee-based contracts in order to enhance the stability of our cash flows. We target long-term contracts with an average term of over 10 years. Additionally, many of our contracts include MVCs and/or acreage dedications, and we intend to enter into contracts with similar or more favorable provisions in the future as we continue to grow our business. For the six months ended June 30, 2021 and the year ended December 31, 2020, approximately 92% of our Produced Water Handling revenues were attributable to acreage dedications or MVC contracts.

Increase our recycled water throughput and reduce groundwater withdrawals to advance sustainability and improve our margins

We are committed to responsibly developing and operating our infrastructure and deploying technology to advance sustainability. We are a leader in helping operators in the Permian Basin transition away from using groundwater sources for completions and instead utilize a sustainable source of recycled water. Increasing the use of recycled water not only helps our customers achieve their sustainability goals but also allows us to collect multiple fees on the same barrel of water while improving our profit margins as we are able to avoid certain costs associated with standalone produced water handling. The ability to increase cost savings and improve margins provides us with a second leg of earnings growth beyond increasing our throughput volumes. Through our ambitious long-term targets, we will continue to facilitate greater recycled-produced water adoption across the industry. We have set internal goals that 85% and 98% of all water sold to our customers will be recycled produced water by 2025 and 2030, respectively.

Maximize shareholder value and capitalize on accretive expansion opportunities

We seek to maximize shareholder returns by prudently deploying capital to the most accretive growth opportunities, returning capital to shareholders where appropriate, and conservatively managing our balance sheet. Our business plan focuses on growing our free cash flows by supporting our customers' regional production and

sustainability goals through long-term fee-based contracts. We believe growing our free cash flows over time will allow us flexibility to enhance shareholder returns by returning capital to shareholders, such as through dividends and share buybacks (to the extent determined by our Board).

We have a disciplined capital allocation process and evaluate all growth capital expenditures on a project-level returns basis. We maintain close relationships and open communication with our customers, which allows us to accelerate or delay our capital plans in real-time, maximizing our efficiency and return on capital deployed.

Our management has successfully permitted, developed, constructed and operated the assets needed to service growing total barrels handled, sold or transferred in the Permian Basin, while maintaining a conservative capital structure, sufficient liquidity and ample financial flexibility to meet our objectives and those of our customers. We intend to continue to pursue accretive growth projects that meet our return thresholds and strategically improve the value of our assets. Our integrated network provides accretive, organic growth opportunities where we expect to expand and enhance the value of our existing infrastructure.

In addition, we plan to evaluate and strategically pursue acquisitions that create synergies, strengthen our relationships with existing and prospective customers and meet our financial return thresholds while maintaining significant balance sheet flexibility.

Our Customers and Contracts

Customers

We have long-term contracts with some of the most active and well-capitalized oil and gas operators in the Permian Basin which are increasingly focused on sustainability and minimizing the environmental impact of their operations. Since inception, we have consistently won new contracts and deepened relationships with existing customers, many of which have executed multiple contracts with us. As of June 30, 2021, we had entered into over 125 contracts for our Produced Water Handling and Water Solutions businesses with more than 35 different customers across approximately 550,000 dedicated acres.

As of June 30, 2021, the weighted average remaining life of our Produced Water Handling acreage dedication contracts was approximately 10 years. Our five largest customers for the six months ended June 30, 2021 were affiliates of ConocoPhillips, Occidental Petroleum Corporation, Exxon Mobil Corporation, Marathon Oil Corporation and Chevron Corporation. These five customers represent approximately 76% of our revenues for the six months ended June 30, 2021.

Contracts — Produced Water Handling

As produced water volumes from oil and natural gas production in the Permian Basin have significantly grown in recent years, long-term contract structures like those used in the hydrocarbon midstream sector have been adopted for water services. In our Produced Water Handling business, we primarily enter into two types of contracts with our customers: acreage dedications and MVCs. These contractual arrangements are generally long-term. All produced water transported on our gathering pipeline infrastructure for handling or recycling is subject to fee-based contracts, which are generally subject to annual CPI-based adjustments.

Acreage dedications. Acreage dedications are term contracts pursuant to which a customer dedicates all water produced from current and future wells that they own or operate in a dedicated area to our system. In turn, we commit to gather and handle or recycle such produced water. As of June 30, 2021, our acreage dedications covered approximately 550,000 acres and had a weighted average remaining life of approximately 10 years.

MVCs. Under our MVC contracts, our customers guarantee to (i) deliver a certain minimum daily volume of produced water to our pipeline network at an agreed upon fee, or (ii) pay a deficiency fee if the minimum daily volume is not met for a specified period. As of June 30, 2021, our contracted aggregate MVCs totaled greater than 160,000 bwpd of produced water and the weighted average remaining life of our MVCs was over three years.

We also enter into spot arrangements whereby we can elect to gather and handle our customers' produced water to the extent we have capacity on our systems when they request offtake capacity. We refer to these volumes as spot volumes. When producers have a need for produced water handling services at locations which are not otherwise contracted to us, we will enter into spot arrangements in order to utilize available capacity and increase volume throughput on our systems.

The following table provides an overview of our active contracts:

Percentage of Produced Water Handling Revenue	Six Months Ended June 30, 2021	Year Ended December 31, 2020
Acreage Dedication	75%	71%
Minimum Volume Commitments	17%	21%
Spot Volumes	8%	8%
Total	**100%**	**100%**

Acreage Dedications	As of June 30, 2021
Acreage Under Contract (thousands of acres)	550
Weighted Average Remaining Life (years)	9.7
Minimum Volume Commitments	
Volumetric Commitment (kbwpd)	162
Weighted Average Remaining Life (years)	3.6

Contracts—Water Solutions

Our Water Solutions contracts are primarily structured as spot contracts or acreage dedications where we agree to supply water, including recycled water, to our customers for their operations.

We believe our integrated business model, history of operational execution, asset footprint and commitment to produced water recycling are important to current and prospective customers and support our leading position in water recycling in the Permian Basin. We are increasingly entering into longer-term contracts with new and existing customers to provide them with recycled water and groundwater.

Our People

As June 30, 2021, we had a total of 141 employees, 29 of which service our corporate function headquarters and 112 work in field locations. We hire independent contractors on an as needed basis. We and our employees are not subject to any collective bargaining agreements.

Safety is one of our greatest priorities, and we have implemented safety management systems, procedures, trainings, and other tools to help protect our employees and contractors. We strive to hire local employees and have provided mentoring programs for employees to develop specialized skills necessary for our industry. We also provide career development programs to create opportunities for advancement. We encourage development of local leadership and team-based collaboration at our worksites. Our benefits include (i) health care for full-time employees and their eligible dependents, (ii) access to a Safe Harbor 401(k) Plan with a company match of up to 4% of the employee's salary, (iii) basic life, accidental death & dismemberment, and short and long-term disability insurance, (iv) a family and medical leave policy which affords eligible (hourly and salaried) employees with up to 12 weeks leave for a serious health condition, the care of a family member, or the birth or adoption of a child, (v) wages that exceed state and federal standards and minimums, and (vi) long-term incentive plans, which give certain key employees an opportunity to share in our success.

We foster a diverse and inclusive culture, and greater than 50% of our workforce is minority and/or female as of June 30, 2021. We also support local communities where we operate by giving to and volunteering with first responders and local charities.

Organizational Structure and Corporate Information

Aris Inc. was incorporated as a Delaware corporation in May 2021. Following this offering and the related transactions, we will be a holding company whose sole material asset will consist of membership interests in Solaris LLC. Solaris LLC owns all of the outstanding equity interest in the subsidiaries through which we operate our assets. After the consummation of the transactions contemplated by this prospectus, we will be the sole managing member of Solaris LLC and will be responsible for all operational, management and administrative decisions relating to Solaris LLC's business and will consolidate financial results of Solaris LLC and its subsidiaries. Please read "Corporate Reorganization."

We were originally formed in November 2015 as Solaris LLC, by our management, Trilantic, Yorktown and other investors to focus on developing sustainable produced water infrastructure and produced water recycling solutions. Our principal executive offices are located at 9811 Katy Freeway, Suite 700, Houston, Texas 77024, and we have additional offices in Midland, Texas and Carlsbad, New Mexico. Our website address is *www.ariswater.com*. We expect to make our periodic reports and other information filed with or furnished to the SEC available, free of charge, through our website, as soon as reasonably practicable after those reports and other information are electronically filed with or furnished to the SEC. Information contained on our website or linked therein or otherwise connected thereto does not constitute part of and is not incorporated by reference into this prospectus or the registration statement of which this prospectus forms a part.

Competition

We compete with public and private water infrastructure companies as well as operators developing systems in-house for produced water handling and recycling in the areas in which we operate. Competition in the water infrastructure industry is based on the geographic location of facilities, business reputation, operating reliability and flexibility, available capacity and pricing arrangements for the services offered. We compete with other companies that provide similar services in our areas of operations, but we benefit from our relationships with large operators in the Permian Basin, including ConocoPhillips, and our reputation as a proven, reliable service provider and our deep commitment to recycling and sustainability. As we seek to expand our water gathering, recycling and handling services to new customers, we will continue to face a high level of competition.

Seasonality

In general, seasonal factors do not have a significant direct effect on our business. However, extreme weather conditions during parts of the year could adversely impact the well-completion activities of our customers, who are oil and natural gas operators, thereby reducing the amount of produced water to be gathered and either recycled or handled.

Insurance

Our assets may experience physical damage as a result of an accident or natural disaster. These hazards can also cause personal injury and loss of life, severe damage to and destruction of property and equipment, pollution or environmental damage and suspension of operations. Litigation arising from such an event may result in us being named a defendant in lawsuits asserting large claims. We maintain our own general liability, product liability, property, business interruption, workers compensation and pollution liability insurance policies, among other policies, at varying levels of deductibles and limits that we believe are reasonable and prudent under the circumstances to cover our operations and assets. As we continue to grow, we will continue to evaluate our policy limits and retentions as they relate to the overall cost and scope of our insurance program.

Regulation

We are subject to a variety of laws in connection with our operations, including those related to the environment, health and safety, personal privacy and data protection, intellectual property, advertising and marketing, labor, competition and taxation. These laws and regulations are constantly evolving and may be interpreted, implemented or amended in a manner that could harm our business. It also is possible that as our business grows and evolves, we will become subject to additional laws and regulations. There is no assurance that compliance with current laws and regulations or amended or newly adopted laws and regulations can be maintained in the future or that future expenditures required to comply with all such laws and regulations in the future will not be material. In the course of implementing our programs to ensure compliance with applicable laws and regulations, certain instances of potential non-compliance may be identified from time to time. We cannot predict the outcome of these matters, and cannot estimate a range of reasonably possible losses, if any. This section sets forth the summary of material laws and regulations relevant to our business operations.

Environmental and Occupational Safety and Health Matters

Our operations and the operations of our customers are subject to federal, state and local laws and regulations in the U.S. relating to protection of natural resources and the environment, health and safety aspects of our operations and waste management, including the disposal of waste and other materials. Numerous

governmental entities, including the EPA and analogous state agencies, have the power to enforce compliance with these laws and regulations and the permits issued under them, often requiring difficult and costly actions. These laws and regulations may, among other things (i) require the acquisition of permits to take fresh water from surface water and groundwater, construct pipelines or containment facilities, drill wells and other regulated activities; (ii) restrict the types, quantities and concentration of various substances that can be released into the environment or injected into non-producing belowground formations; (iii) limit or prohibit our operations on certain lands lying within wilderness, wetlands and other protected areas; (iv) require remedial measures to mitigate pollution from former and ongoing operations; (v) impose specific safety and health criteria addressing worker protection; and (vi) impose substantial liabilities for pollution resulting from our operations. Any failure on our part or the part of our customers to comply with these laws and regulations could result in the impairment or cancellation of operations, assessment of sanctions, including administrative, civil and criminal penalties, injunctions, reputational damage, the imposition of investigatory, remedial, and corrective action obligations or the incurrence of capital expenditures; the occurrence of restrictions, delays or cancellations in the permitting, development or expansion of projects; and the issuance of injunctions restricting or prohibiting some or all of our activities in a particular area.

The trend in U.S. environmental regulation is typically to place more restrictions and limitations on activities that may affect the environment. Any new laws and regulations, amendment of existing laws and regulations, reinterpretation of legal requirements or increased governmental enforcement that result in more stringent and costly construction, completion or water-management activities, or waste handling, storage transport, disposal, or remediation requirements could have a material adverse effect on our financial position and results of operations. The following is a summary of the more significant existing environmental and occupational safety and health laws in the U.S., as amended from time to time, to which our operations are subject and for which compliance may have a material adverse impact on our capital expenditures, results of operations or financial position.

Hazardous substances and wastes. The federal Resource Conservation and Recovery Act ("RCRA"), and comparable state statutes regulate the generation, transportation, treatment, storage, disposal and cleanup of hazardous and non-hazardous wastes. Pursuant to rules issued by the EPA, the individual states administer some or all of the provisions of RCRA, sometimes in conjunction with their own, more stringent requirements. Drilling fluids, produced waters, and most of the other wastes associated with the exploration, development, and production of oil or gas, if properly handled, are currently exempt from regulation as hazardous waste under RCRA, and instead are regulated under RCRA's less stringent non-hazardous waste provisions, state laws or other federal laws. However, it is possible that certain oil and gas drilling and production wastes now classified as non-hazardous could be classified as hazardous wastes in the future. Any loss of the RCRA exclusion for drilling fluids, produced waters and related wastes could result in an increase in our and our oil and gas producing customers' costs to manage and dispose of generated wastes, which could have a material adverse effect on our and our customers' results of operations and financial position.

Wastes containing naturally occurring radioactive materials ("NORM") may also be generated in connection with our operations. Certain processes used to produce oil and gas may enhance the radioactivity of NORM, which may be present in oilfield wastes. NORM is subject primarily to individual state radiation control regulations. Texas and New Mexico have both enacted regulations governing the handling, treatment, storage and disposal of NORM. In addition, NORM handling and management activities are governed by regulations promulgated by the U.S. Occupational Safety and Health Administration ("OSHA"). These state and OSHA regulations impose certain requirements concerning worker protection, the treatment, storage and disposal of NORM waste, the management of waste piles, containers and tanks containing NORM, as well as restrictions on the uses of land with NORM contamination.

The federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), also known as the Superfund law, and comparable state laws impose liability, without regard to fault or legality of conduct, on classes of persons considered to be responsible for the release of a "hazardous substance" into the environment. These persons include the current and past owner or operator of the site where the hazardous substance release occurred and anyone who disposed or arranged for the disposal of a hazardous substance released at the site. Under CERCLA, such persons may be subject to joint and several, strict liability for the costs of cleaning up the hazardous substances that have been released into the environment, for damages to natural resources and for the costs of certain health studies. CERCLA also authorizes the EPA and, in some

instances, third parties to act in response to threats to the public health or the environment and to seek to recover from the responsible classes of persons the costs they incur. In addition, neighboring landowners and other third parties may file claims for personal injury and property damage allegedly caused by the hazardous substances released into the environment. We generate materials in the course of our operations that may be regulated as hazardous substances.

Water discharges and use. The Federal Water Pollution Control Act, also known as the Clean Water Act ("CWA"), and analogous state laws, impose restrictions and strict controls with respect to the discharge of pollutants, including spills and leaks of oil and hazardous substances, into state waters and waters of the U.S. The discharge of pollutants into regulated waters is prohibited, except in accordance with the terms of a permit issued by the EPA or an analogous state agency. Spill prevention, control and countermeasure plan requirements imposed under the CWA require appropriate containment berms and similar structures to help prevent the contamination of navigable waters in the event of a petroleum hydrocarbon tank spill, rupture or leak. In addition, the CWA and analogous state laws require individual permits or coverage under general permits for discharges of stormwater runoff from certain types of facilities. Federal and state regulatory agencies can impose administrative, civil and criminal penalties for non-compliance with discharge permits or other requirements of the CWA and analogous state laws and regulations.

The CWA also prohibits the discharge of dredge and fill material into regulated waters, including wetlands, unless authorized by permit. In 2015, the EPA and the U.S. Army Corps of Engineers (the "Corps") under the Obama Administration published a final rule attempting to clarify the federal jurisdictional reach over waters of the U.S. However, the EPA rescinded this rule in 2019 and promulgated the Navigable Waters Protection Rule in 2020. The Navigable Waters Protection Rule defined what waters qualify as navigable waters of the United States under Clean Water Act jurisdiction. This rule has generally been viewed as narrowing the scope of waters of the United States as compared to the 2015 rule, and litigation has been filed in multiple federal district courts challenging the rescission of the 2015 rule and the promulgation of the Navigable Waters Protection Rule. In June 2021, the Biden Administration announced plans to develop its own definition for such waters, and in August 2021, a federal judge for the U.S. District Court for the District of Arizona issued an order striking down the Navigable Water Protection Rule.

Separately, in April 2020, a Montana federal judge vacated the Corps' Nationwide Permit ("NWP") 12 and enjoined the Corps from authorizing any dredge or fill activities under NWP 12 until the agency completed formal consultation with the U.S. Fish and Wildlife Service (the "USFWS") under the Endangered Species Act (the "ESA") regarding NWP 12 generally. The court later revised its order to vacate NWP 12 only as it relates to the construction of new oil and natural gas pipelines, and that order is currently on appeal in the Ninth Circuit Court of Appeals. The Supreme Court narrowed the applicability of the order to the Keystone XL pipeline pending the outcome of the Ninth Circuit's decision, and in May 2021 the Biden Administration argued that this suit is now moot given the discontinuation of the Keystone XL pipeline. Further, the Corps reissued NWP 12 as well as other NWPs in 2021 without consulting with USFWS, and environmentalists have challenged the re-issuance on that basis in federal court.

Water handling facilities and induced seismicity. Saltwater disposal via underground injection is regulated pursuant to the Underground Injection Control ("UIC") program established under the federal Safe Drinking Water Act (the "SDWA") and analogous state and local laws and regulations. The UIC program includes requirements for permitting, testing, monitoring, recordkeeping and reporting of injection well activities, as well as a prohibition against the migration of fluid containing any contaminant into underground sources of drinking water. State regulations require a permit from the applicable regulatory agencies to operate underground injection wells. Although we monitor the injection process of our wells, any leakage from the subsurface portions of the injection wells could cause degradation of fresh groundwater resources, potentially resulting in suspension of our UIC permit, issuance of fines and penalties from governmental agencies, incurrence of expenditures for remediation of the affected resource and imposition of liability by third-parties claiming damages for alternative water supplies, property and personal injuries. A change in UIC disposal well regulations or the inability to obtain permits for new disposal wells in the future may affect our ability to dispose of produced waters and other substances, which could affect our business.

Furthermore, in response to seismic events in the past several years near underground disposal wells used for the disposal by injection of produced water resulting from oil and gas activities, federal and some state agencies are investigating whether such wells have caused increased seismic activity, and some states have

restricted, suspended or shut down the use of such disposal wells. In response to these concerns, regulators in some states have imposed, or are considering imposing, additional requirements in the permitting of produced water disposal wells or otherwise to assess any relationship between seismicity and the use of such wells. For example, in October 2014, the Texas Railroad Commission (the "TRC"), adopted disposal well rule amendments designed, among other things, to require applicants for new disposal wells that will receive non-hazardous produced water or other oil and natural gas waste to conduct seismic activity searches utilizing the U.S. Geological Survey. The searches are intended to determine the potential for earthquakes within a circular area of 100 square miles around a proposed new disposal well. If the permittee or an applicant for a disposal well permit fails to demonstrate that the produced water or other fluids are confined to the disposal zone, or if scientific data indicates such a disposal well is likely to be, or determined to be, contributing to seismic activity, then the TRC may deny, modify, suspend or terminate the permit application or existing operating permit for that disposal well. The TRC has used this authority to deny permits for waste disposal wells. The adoption and implementation of any new laws, regulations or directives that restrict our ability to dispose of produced water gathered from our customers by limiting volumes, disposal rates, disposal well locations or otherwise, or requiring us to shut down disposal wells, could have a material adverse effect on our business, financial condition, and results of operations.

Hydraulic fracturing activities. Hydraulic fracturing involves the injection of water, sand or other proppants and chemical additives under pressure into targeted geological formations to fracture the surrounding rock and stimulate production. Hydraulic fracturing is an important and common practice that is typically regulated by state oil and natural gas commissions or similar agencies. However, the practice continues to be controversial in certain parts of the country, resulting in increased scrutiny and regulation of the hydraulic fracturing process, including by federal agencies that have asserted regulatory authority or pursued investigations over certain aspects of the hydraulic fracturing process. For example, the EPA has asserted regulatory authority pursuant to the SDWA UIC program over hydraulic fracturing activities involving the use of diesel and issued guidance covering such activities, as well as published an Advanced Notice of Proposed Rulemaking regarding Toxic Substances Control Act ("TSCA") reporting of the chemical substances and mixtures used in hydraulic fracturing.

Additionally, in 2016, the EPA published an effluent limit guideline final rule prohibiting the discharge of wastewater from onshore unconventional oil and gas extraction facilities to publicly owned wastewater treatment plants. Also, in late 2016, the EPA released its final report on the potential impacts of hydraulic fracturing on drinking water resources, concluding that "water cycle" activities associated with hydraulic fracturing may impact drinking water resources under some circumstances.

Various policy makers, regulatory agencies and political candidates at the federal, state and local levels have proposed restrictions on hydraulic fracturing, including its outright prohibition. In January 2021, President Biden signed an executive order that, among other things, instructed the Secretary of the Interior to pause new oil and natural gas leases on public lands or in offshore waters pending completion of a comprehensive review and reconsideration of federal oil and natural gas permitting and leasing practices. Following that executive order, the acting Secretary of the Interior issued an order imposing a 60-day pause on the issuance of new leases, permits and right-of-way grants for oil and gas drilling on federal lands, unless approved by senior officials at the Department of the Interior. In March 2021, prior to the expiration of the Secretary of the Interior's order, President Biden announced that career staff at the Department of the Interior would resume processing oil and gas drilling permits. In June 2021, a federal judge for the U.S. District Court of the Western District of Louisiana issued a nationwide preliminary injunction against the pause of oil and natural gas leasing on public lands or in offshore waters while litigation challenging that aspect of the executive order is ongoing. The full impact of these federal actions remains unclear, and if other restrictions or prohibitions become effective in the future, they could have an adverse impact on our business, financial condition, results of operations and cash flows. Some state and local governments have adopted, and other governmental entities are considering adopting, regulations that could impose more stringent permitting, disclosure and well-construction requirements on hydraulic fracturing operations, including states where we or our customers operate. In recent years, for example, various bills have been introduced in the New Mexico Senate to place a moratorium on hydraulic fracturing.

In the event that new federal, state or local restrictions or bans on the hydraulic fracturing process are adopted in areas where we or our customers conduct business, we or our customers may incur additional costs or permitting requirements to comply with such requirements that may be significant in nature and our customers

could experience added restrictions, delays or cancellations in their exploration, development, or production activities, which would in turn reduce the demand for our services and have a material adverse effect on our liquidity, consolidated results of operations, and consolidated financial condition.

Air Emissions. The U.S. Clean Air Act ("CAA") and comparable state laws restrict the emission of air pollutants from many sources through air emissions standards, construction and operating permit programs and the imposition of other compliance standards. These laws and regulations may require us to obtain pre-approval for the construction or modification of certain projects or facilities expected to produce or significantly increase air emissions, obtain and strictly comply with stringent air permit requirements or utilize specific equipment or technologies to control emissions of certain pollutants. The need to obtain permits has the potential to delay our projects as well as our customers' development of oil and gas projects. Over the next several years, we or our customers may incur certain capital expenditures for air pollution control equipment or other air emissions-related issues. For example, in 2015, the EPA issued a final rule under the CAA, lowering the National Ambient Air Quality Standard ("NAAQS") for ground-level ozone from the current standard of 75 parts per million to 70 parts per million under both the primary and secondary standards to provide requisite protection of public health and welfare, respectively. Since that time, the EPA has issued area designations with respect to ground-level ozone and final requirements that apply to state, local, and tribal air agencies for implementing the 2015 NAAQS for ground-level ozone.

Climate Change. Climate change continues to attract considerable public, political and scientific attention. As a result, numerous regulatory initiatives have been enacted, and are likely to continue to be developed, at the international, national, regional and state levels of government to monitor and limit existing emissions of GHGs as well as to restrict or eliminate such future emissions. At the federal level, in December 2009, the EPA determined that emissions of carbon dioxide, methane and other GHGs endanger public health and the environment because emissions of such gases are, according to the EPA, contributing to warming of the Earth's atmosphere and other climatic changes. Based on these findings, the EPA began adopting and implementing regulations to restrict emissions of GHGs under existing provisions of the CAA.

President Biden and the Democratic Party, which now controls Congress, have identified climate change as a priority, and it is expected that new executive orders, regulatory action and/or legislation targeting greenhouse gas emissions, or prohibiting or restricting oil and gas development activities in certain areas, will be proposed and/or promulgated during the Biden Administration. The Biden Administration, for example, reentered the United States into the Paris Agreement in February 2021. In addition, the Biden Administration has already issued multiple executive orders pertaining to environmental regulations and climate change, including the Executive Order on Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis and Executive Order on Tackling the Climate Crisis at Home and Abroad. In the latter executive order, President Biden established climate change as a primary foreign policy and national security consideration, affirmed that achieving net-zero greenhouse gas emissions by or before midcentury is a critical priority, affirmed the Biden Administration's desire to establish the United States as a leader in addressing climate change, generally further integrated climate change and environmental justice considerations into government agencies' decisionmaking, and eliminated fossil fuel subsidies, among other measures. Under the Paris Agreement, the Biden Administration has committed the United States to reducing its greenhouse gas emissions by 50-52% from 2005 levels by 2030.

While Congress has from time to time considered legislation to reduce emissions of GHGs, there has not been significant activity in the form of adopted legislation to reduce emissions of GHGs in recent years. In the absence of Congressional action, many states have established rules aimed at reducing or tracking GHG emissions. In January 2019, New Mexico's governor signed an executive order declaring that New Mexico would support the goals of the Paris Agreement by joining the U.S. Climate Alliance, a bipartisan coalition of governors committed to reducing greenhouse gas emissions consistent with the goals of the Paris Agreement. The stated objective of the executive order is to achieve a statewide reduction in greenhouse gas emissions of at least 45% by 2030 as compared to 2005 levels. The executive order also requires New Mexico regulatory agencies to create an "enforceable regulatory framework" to ensure methane emission reductions. Pursuant to that executive order, in 2020, the New Mexico Oil Conservation Division and New Mexico Environment Department proposed certain rules regarding the reduction of natural gas waste and the control of emissions. Those proposed rules, if

implemented, would include, among other things, requirements that upstream and midstream operators reduce natural gas waste by a fixed amount each year and achieve a 98% natural gas capture rate by the end of 2026. Similar efforts have been made in the New Mexico state legislature, including a 2021 bill that would set greenhouse gas emission reduction goals.

Many states have also established or begin participating in GHG cap and trade programs. Most of these cap and trade programs work by requiring major sources of emissions, such as electric power plants, or major producers of fuels, such as refineries and natural gas processing plants, to acquire and surrender emission allowances. The number of allowances available for purchase is reduced each year in an effort to achieve the overall GHG emission reduction goal.

Endangered Species. The federal Endangered Species Act (the "ESA") restricts activities that may affect endangered or threatened species or their habitats. Similar protections are offered to migratory birds under the federal Migratory Bird Treaty Act (the "MBTA") and Bald and Golden Eagle Protection Act ("BGEPA"). To the degree that species listed under the ESA or similar state laws, or are protected under the MBTA or BGEPA, live in the areas where we or our oil and gas producing customers operate, our and our customers' abilities to conduct or expand operations and construct facilities could be limited or be forced to incur material additional costs. Moreover, our customers' drilling activities may be delayed, restricted, or cancelled in protected habitat areas or during certain seasons, such as breeding and nesting seasons. Some of our operations and the operations of our customers are located in areas that are designated as habitats for protected species. In addition, the U.S. Fish & Wildlife Service (the "FWS") may make determinations on the listing of unlisted species as endangered or threatened under the ESA. For example, on June 1, 2021, USFWS proposed two distinct population segments of the lesser prairie-chicken under the ESA. The designation of previously unidentified endangered or threatened species could indirectly cause us to incur additional costs, cause our or our oil and gas producing customers' operations to become subject to operating restrictions or bans and limit future development activity in affected areas. The FWS and similar state agencies may designate critical or suitable habitat areas that they believe are necessary for the survival of threatened or endangered species. Such a designation could materially restrict use of or access to federal, state, and private lands.

Chemical Safety. We are subject to a wide array of laws and regulations governing chemicals, including the regulation of chemical substances and inventories, such as TSCA in the U.S. These laws and regulations change frequently and have the potential to limit or ban altogether the types of chemicals we may use in our products, as well as result in increased costs related to testing, storing, and transporting our products prior to providing them to our customers. For example, in 2016, President Obama signed into law the Frank R. Lautenberg Chemical Safety for the 21st Century Act (the "Lautenberg Act"), which substantially revised TSCA. Amongst other items, the Lautenberg Act eliminated the cost-benefit approach to analyzing chemical safety concerns with a health-based safety standard and requires all chemicals in commerce, including those "grandfathered" under TSCA, to undergo a safety review. The Lautenberg Act also requires safety findings before a new chemical can enter the market. Although it is not possible at this time to predict how EPA will implement and interpret the new provisions of the Lautenberg Act, or how legislation or new regulations that may be adopted pursuant to these regulatory and legislative efforts would impact our business, any new restrictions on the development of new products, increases in regulation, or disclosure of confidential, competitive information could have an adverse effect on our operations and our cost of doing business.

Furthermore, governmental, regulatory and societal demands for increasing levels of product safety and environmental protection could result in increased pressure for more stringent regulatory control with respect to the chemical industry. These concerns could influence public perceptions regarding our products and operations, the viability of certain products, our reputation, the cost to comply with regulations, and the ability to attract and retain employees. Moreover, changes in environmental, health and safety regulations could inhibit or interrupt our operations, or require us to modify our facilities or operations. Accordingly, environmental or regulatory matters may cause us to incur significant unanticipated losses, costs or liabilities, which could reduce our profitability.

Occupational Safety and Health and other legal requirements. We are subject to the requirements of the federal Occupational Safety and Health Act and comparable state statutes whose purpose is to protect the health and safety of workers. In addition, the OSHA's hazard communication standard, the EPA's Emergency Planning and Community Right-to-Know Act and comparable state regulations and any implementing regulations require

that we organize and/or disclose information about hazardous materials used or produced in our operations and that this information be provided to employees, state and local governmental authorities and citizens. We have an internal program of inspection designed to monitor and enforce compliance with worker safety requirements.

Legal Matters

We are from time to time involved in various claims, litigation matters, contract negotiations and disputes, and we anticipate that we will be involved in such matters from time to time in the future. The operating hazards inherent in our business expose us to claims and litigation, including personal injury litigation, environmental litigation, contractual litigation with customers, intellectual property litigation, tax or securities litigation and administrative actions by regulatory agencies. Risks associated with litigation include potential negative outcomes, the costs associated with asserting our claims or defending such lawsuits, and the diversion of management's attention to these matters. We may also be subject to significant legal costs in defending these actions, which we may or may not be able to recoup depending on the results of such claim.

MANAGEMENT

Set forth below are the name, age, position and description of the business experience of our executive officers, directors and director nominees, as of October 7, 2021.

Name	Age	Position
William A. Zartler	56	Founder and Executive Chairman
Amanda M. Brock	60	President and Chief Executive Officer and Director
Brenda R. Schroer	45	Chief Financial Officer
Joseph Colonnetta	59	Director Nominee
Debra G. Coy	63	Director Nominee
W. Howard Keenan, Jr.	70	Director Nominee
Christopher Manning	53	Director Nominee
Andrew O'Brien	47	Director Nominee
Donald C. Templin	58	Director Nominee
M. Max Yzaguirre	61	Director Nominee

William A. Zartler—Founder and Executive Chairman. William A. Zartler has served as the Founder and Executive Chairman of Aris Inc. since September 2021 and the Chairman and Chief Executive Officer of our predecessor since 2015. Mr. Zartler founded Solaris Oilfield Infrastructure, Inc. (NYSE:SOI) and has served as its Chairman and Chief Executive Officer since 2014. Mr. Zartler brings over 30 years of experience to Solaris, with an extensive background in both energy investing and managing growth businesses. Prior to founding Solaris and Solaris Oilfield Infrastructure, Inc., Mr. Zartler was a Founder and Managing Partner of Denham Capital Management ("Denham"), a global energy and commodities private equity firm. He led Denham's global investing activity in the midstream and oilfield services sectors and served on the investment and executive committees. While at Denham, Mr. Zartler served on the boards of numerous portfolio companies. Prior to joining Denham, Mr. Zartler was Senior Vice President and General Manager at Dynergy (formerly known as "NGCCorp") and an Olefin Feedstock Manager at the Dow Chemical Company. Mr. Zartler received a Bachelor of Science in Mechanical Engineering from The University of Texas at Austin and a Master of Business Administration from Texas A&M University. He completed the Stanford Business School Executive Program and serves on the Advisory Board of the Cockrell School of Engineering at The University of Texas at Austin and the Board of Directors of the Texas Business Hall of Fame Foundation.

We believe that Mr. Zartler's industry experience and deep knowledge of our business makes him well suited to serve as a member of our Board.

Amanda M. Brock—President and Chief Executive Officer and Director. Amanda M. Brock has served as the President and Chief Executive Officer of Aris Inc. since September 2021 and the President and Chief Operating Officer of our predecessor since 2017. Ms. Brock has also served as a Director of our predecessor since December 2020. Ms. Brock has spent her career focused in the global oil and gas, power and water sectors. Before joining Solaris, Ms. Brock was Chief Executive Officer of Water Standard, a water treatment company focused on desalination and produced water treatment and recycling in both the upstream and downstream energy industry, from 2009 to 2017. Previously, Ms. Brock was President of the Americas for Azurix and was responsible for developing water infrastructure and services in the Americas. Ms. Brock has served on the board of Cabot Oil & Gas Corporation (NYSE:COG) since 2017 and the board of Macquarie Infrastructure Corporation (NYSE:MIC) since September 2018. Ms. Brock is also the incoming chair of the Texas Business Hall of Fame. She previously served on the Board of Trustees of LSU Law School, and the Texas Water Commission. She completed her undergraduate degree in South Africa and earned her law degree at Louisiana State University, where she was a member of the Law Review, and began her career as a lawyer at Vinson & Elkins LLP. In 2016, Ms. Brock was named one of the Top 10 Women in Energy by the Houston Chronicle and one of the Top 25 in water globally by WWI. In 2020, Ms. Brock was named one of the Top 25 Influential Women in Energy by Hart Magazine.

Ms. Brock has broad knowledge of the energy industry and significant experience with water infrastructure companies. We believe her skills and background qualify her to serve as a member of our Board.

Brenda R. Schroer—Chief Financial Officer. Brenda R. Schroer has served as the Chief Financial Officer of Aris Inc. since May 2021. Ms. Schroer served as the Interim Chief Financial Officer of our predecessor from

March 2021 until being appointed as the Chief Financial Officer of our predecessor in June 2021. Ms. Schroer previously served on the board of our predecessor from July 2019 through February 2021. Ms. Schroer previously served as the Senior Vice President, Chief Financial Officer and Treasurer of Concho from January 2019 through January 2021. She also served as the Senior Vice President, Chief Accounting Officer and Treasurer of Concho from May 2017 to January 2019. Ms. Schroer joined Concho in 2013, and held other roles including Vice President, Chief Accounting Officer and Treasurer. Prior to joining Concho, Ms. Schroer was with Ernst & Young LLP since 1999. Her most recent position was Americas Oil & Gas Sector Resident within the national audit practice. Ms. Schroer has served on the board of Antero Resources Corporation (NYSE:AR) since April 2021 and currently serves as chairman of the audit committee. Ms. Schroer was named one of 25 Influential Women in Energy in 2020 by Hart Energy. Ms. Schroer received a Bachelor of Business Administration in Accounting from West Texas A&M University and a Master of Science in Accounting from Texas A&M University. Ms. Schroer is a certified public accountant in the state of Texas.

Joseph Colonnetta—Director Nominee. Mr. Colonnetta has served as a director of our predecessor since December 2016. and is a partner with HBC Investments and has over 30 years of experience in the privateequity industry as both an operator and investor. Since 2011, he has served as the Founding and General Partner of HBC Investments, which specializes in middle market private equity investments. Beginning in 2012, Mr. Colonnetta served for 8 years as a Trustee on the Teachers' Retirement System of Texas (Texas Teachers' Board). Mr. Colonnetta also served as the Chairman of the prominent Investment Committee of the Texas Teachers' Board. Mr. Colonnetta has served as a Director and Chairman on numerous private and public company boards. Currently, he serves on the boards of Getka Energy and Storage and Thunderbird LNG (a partner with Kinder Morgan in Gulf LNG). He also is a Trustee of St. Michael's Episcopal Foundation. Mr. Colonnetta graduated from the University of Houston in 1985.

We believe that Mr. Colonnetta's investment experience, as well as his history as a director, will make him a valuable addition to our board.

Debra G. Coy—Director Nominee. Ms. Coy is a Principal of Svanda & Coy Consulting and an advisor to XPV Water Partners, a growth equity fund, where she served as Partner from February 2015 through February 2020. Ms. Coy currently serves as a director of Global Water Resources, Inc. (Nasdaq:GWRS), Willdan Group, Inc. (Nasdaq: WLDN), Axius Water Holdings, and Water for People, a global non-profit, and is a member of the Audit Committee for Willdan Group, Inc. Ms. Coy was a director for AquaVenture Holdings from February 2019 until the company was acquired in March 2020. Previously, Ms. Coy worked on Wall Street as an equity research analyst for more than 20 years. She was Managing Director leading coverage of the water sector for Janney Montgomery Scott's Capital Markets group, and also held senior equity research roles with the Stanford Washington Research Group, Schwab Capital Markets, HSBC Securities and National Westminster Bank. Ms. Coy obtained a Bachelor of Arts degree from the Southern Adventist University in 1979 and a Master of Arts degree from the University of Maryland in 1986.

We believe Ms. Coy's industry expertise, business acumen and board experience will make her a valuable addition to our board.

W. Howard Keenan, Jr.—Director Nominee. Mr. Keenan has served as a director of our predecessor since September 2016. Mr. Keenan has over 40 years of experience in the financial and energy businesses andhas been a Member of Yorktown Partners LLC, a private investment manager focused on the energy industry,since its inception in 1997. From 1975 to 1997, he was in the Corporate Finance Department of the investment bankDillon, Read & Co. Inc. and active in the private equity and energy areas, including the founding of the first Yorktown Partners fund in 1991. Mr. Keenan also serves on the boards of directors of the following public companies: Antero Resources Corporation (NYSE: AR), Antero Midstream Corporation (NYSE: AM) and Solaris Oilfield Infrastructure, Inc. (NYSE: SOI). Mr. Keenan also serves on the Compensation Committee of AnteroMidstream Corporation (NYSE:AM). In addition, he is serving or has served as a director of multiple YorktownPartners portfolio companies. Mr. Keenan obtained an AB from Harvard University in 1973, and MBA from Harvard Business School in 1975.

We believe that Mr. Keenan's experience as a public company director will make him a valuable addition to our board.

Christopher Manning—Director Nominee. Mr. Manning has served as a director of our predecessor since September 2016. Mr. Manning served as a Partner of Trilantic Capital Partners since its inception in Aptil 2009,

has been a Managing Partner of Trilantic North America since January 2017 and has been Chairman of Trilantic Energy Partners North America since January 2014. Mr. Manning is also a member of the Investment Committees of Fund III, Fund IV Global, Fund V North America, TEP I North America, Fund VI North America and TEP II North America. His primary focus is on investments in the energy sector. Mr. Manning is currently a director of AEGIS Hedging Solutions, DJR Energy Holdings LLC and TRP Energy LLC. Mr. Manning holds an MBA from The Wharton School of the University of Pennsylvania and a BBA from the University of Texas at Austin, where he serves on the McCombs School of Business Advisory Council.

We believe that Mr. Manning's industry and board experience will make him a valuable addition to our board.

Andrew O'Brien—Director Nominee. Mr. O'Brien has served as a director of our predecessor since June 2021. He currently serves as vice president and treasurer of ConocoPhillips. Mr. O'Brien has more than 20 years of experience in the oil and gas industry. He has served in a variety of finance, strategy and economist roles in the U.K., Canada, Alaska, Indonesia, and Houston. Mr. O'Brien's prior leadership roles include vice president, Corporate Planning and Development; manager, Lower 48 Finance; manager, Investor Relations; manager, Strategy and Portfolio Management; and vice president, Finance and IT for ConocoPhillips Indonesia. He began his career with ConocoPhillips in 1997 as a financial analyst in Warwick, England. Mr. O'Brien was appointed to his current role in May 2021. Mr. O'Brien is a chartered management accountant and graduated from the University of Plymouth in 1996 with a bachelor's degree in business administration.

We believe that Mr. O'Brien's experience in the oil and gas industry will make him a valuable addition to our board.

Donald C. Templin—Director Nominee. Mr. Templin most recently served as Executive Vice President and Chief Financial Officer of Marathon Petroleum Corporation (NYSE: MPC) ("Marathon") from July 2019 to January 2021, and also served as President of Marathon from July 2017 to June 2019. Mr. Templin also served as the President of MPLX, LP, which is Marathon's public midstream subsidiary, from January 2016 to June 2017. Mr. Templin joined Marathon in June 2011 and other positions he held at Marathon include Executive Vice President – Supply, Transportation and Marketing and Senior Vice President and Chief Financial Officer. Prior to joining Marathon, Mr. Templin served as a Partner at PricewaterhouseCoopers. Mr. Templin currently serves on the board of MPLX, LP and One Energy, and is a member of One Energy's audit committee. Mr. Templin graduated from Grove City College in 1984 with a Bachelor of Arts degree.

We believe that Mr. Templin's prior public company experience, industry experience and business acumen will make him a valuable addition to our board.

M. Max Yzaguirre—Director Nominee. Mr. Yzaguirre served on the Boards of Directors of BBVA USA Bancshares and BBVA USA Bank from 2009 until June 2021. From May 2017 through February 2021, Mr. Yzaguirre also served first as Chairman and CEO of the Forbes Bros. U.S. operation and ultimately as the Executive Chairman of Forbes Bros. Holdings. Mr. Yzaguirre also served as the Chairman of the Public Utility Commission of Texas from 2001 to 2002 and was a member of the board of directors of Texas Regional Bancshares, Inc. from 2000 until 2006. Mr. Yzaguirre has over 35 years of leadership experience in domestic and international business, government and law, and expertise in a wide variety of industries and sectors, including electricity, oil and gas, banking, real estate, telecommunications and private equity investing. Mr. Yzaguirre obtained a Bachelor of Business Administration degree from University of Texas at Austin in 1983 and a Juris Doctor degree from the University of Texas School of Law in 1986.

We believe that Mr. Yzaguirre's previous board and executive experience will make him a valuable addition to our board.

Composition of Our Board

Upon the consummation of the offering, our Board will consist of nine directors. In accordance with our amended and restated certificate of incorporation and bylaws, the number of directors on our Board will be determined from time to time by the Board.

In evaluating director candidates, we will assess whether a candidate possesses the integrity, judgment, knowledge, experience, skills and expertise that are likely to enhance the Board's ability to manage and direct our affairs and business, including, when applicable, to enhance the ability of committees of the Board to fulfill their duties of increasing the length of time necessary to change the composition of a majority of the Board.

Our amended and restated certificate of incorporation will provide that the Board will be divided into three classes of directors, with staggered three-year terms, with the classes to be as nearly equal in number as possible. As a result, approximately one-third of the Board will be elected each year. In connection with this offering Amanda M. Brock, W. Howard Keenan, Jr. and Christopher Manning will be designated as Class I directors, William A. Zartler, Joseph Colonnetta and Debra G. Coy will be designated as Class II directors, and Andrew O'Brien, Donald C. Templin and M. Max Yzaguirre will be designated as Class III directors. This classification of our Board could have the effect of increasing the length of time necessary to change the composition of a majority of the Board. In general, at least two annual meetings of stockholders will be necessary for stockholders to effect a change in a majority of the members of the Board

Each director is to hold office until the next election of the class for which such director shall have been chosen and until his or her successor is duly elected and qualified or until his or her earlier death, resignation or removal. Vacancies and newly created directorships on the Board shall be filled at any time by the remaining directors, whether resulting from an increase in the number of directors or the death, removal or resignation of a director.

Our amended and restated certificate of incorporation and amended and restated bylaws will provide that any director may only be removed for "cause" by the affirmative vote of at least 66-2/3% of the voting power of our outstanding shares of common stock.

Role of our Board in Risk Oversight

We face a number of risks, including those described under the section titled "Risk Factors" included elsewhere in this prospectus. Our Board believes that risk management is an important part of establishing, updating and executing on our business strategy. Our Board, as a whole and at the committee level, has oversight responsibility relating to risks that could affect the corporate strategy, business objectives, compliance, operations and the financial condition and performance of our company. Our Board focuses its oversight on the most significant risks facing our company and on its processes to identify, prioritize, assess, manage and mitigate those risks. Our Board and its committees receive regular reports from members of our senior management on areas of material risk to our company, including strategic, operational, financial, legal and regulatory risks. While our Board has an oversight role, management is principally tasked with direct responsibility for management and assessment of risks and the implementation of processes and controls to mitigate their effects on our company.

Director Independence

The Board has determined that each of Joseph Colonnetta, Debra G. Coy, W. Howard Keenan, Jr., Christopher Manning, Donald C. Templin and M. Max Yzaguirre are independent within the meaning of the listing standards of the NYSE, currently in effect.

Board Committees

Following the completion of this offering, the Board committees will include an audit committee, a compensation committee and a nominating and corporate governance committee.

Audit Committee

The primary responsibilities of our audit committee will be to oversee the accounting and financial reporting processes of our company, and to oversee the internal and external audit processes. The audit committee will also assist the Board in fulfilling its oversight responsibilities by reviewing the financial information provided to stockholders and others, and the system of internal controls established by management and the Board. The audit committee will oversee the independent auditors, including their independence and objectivity. The audit committee will be empowered to retain independent legal counsel and other advisors as it deems necessary or appropriate to assist it in fulfilling its responsibilities, and to approve the fees and other retention terms of its advisors. We expect to adopt an audit committee charter defining the committee's primary duties in a manner consistent with the rules of the SEC and the listing standards of the NYSE.

Upon the completion of this offering, Donald C. Templin, Debra G. Coy and M. Max Yzaguirre are expected to be the members of our audit committee. The Board has determined that Donald C. Templin qualifies

as an "audit committee financial expert" as such term is defined under the rules of the SEC implementing Section 407 of the Sarbanes-Oxley Act and that each of Donald C. Templin, Debra G. Coy and M. Max Yzaguirre are independent for purposes of Rule 10A-3 of the Exchange Act and under the listing standards of the NYSE.

Compensation Committee

The primary responsibilities of our compensation committee will be to periodically review and approve the compensation and other benefits for our employees, officers and independent directors. This will include reviewing and approving corporate goals and objectives relevant to the compensation of our executive officers in light of those goals and objectives, and setting compensation for these officers based on those evaluations. Our compensation committee will also administer and have discretionary authority over the issuance of equity awards under our equity incentive plans. We expect to adopt a compensation committee charter defining the committee's primary duties in a manner consistent with the rules of the SEC and the listing standards of the NYSE.

The compensation committee may delegate authority to review and approve the compensation of our employees to certain of our executive officers, including with respect to awards made under our equity incentive plans.

Upon the completion of this offering, M. Max Yzaguirre, Joseph Colonnetta and Donald C. Templin are expected to be the members of our compensation committee.

Nominating and Corporate Governance Committee

Our nominating and corporate governance committee will oversee all aspects of our corporate governance functions. The committee will make recommendations to our Board regarding director candidates and assist our Board in determining the composition of our Board and its committees. We expect to adopt a nominating and corporate governance committee charter defining the committee's primary duties in a manner consistent with the rules of the SEC and the listing standards of the NYSE.

Upon the completion of this offering, William A. Zartler, W. Howard Keenan, Christopher Manning and Debra G. Coy are expected to be the members of our nominating and corporate governance committee.

Compensation Committee Interlocks and Insider Participation

Except as disclosed under "Certain Relationships and Related Party Transactions," none of our executive officers currently serves, or has served during the last completed fiscal year, as a member of the Board, or as a member of the compensation or similar committee, of any entity that has one or more executive officers who served on our Board.

Code of Business Conduct and Ethics

Prior to the effective date of the registration statement of which this prospectus is a part, our Board will adopt a code of business conduct and ethics applicable to our employees, directors and officers, in accordance with applicable U.S. federal securities laws and the corporate governance rules of the NYSE. Our code of business conduct and ethics will address, among other things, conflicts of interest, compliance with disclosure controls and procedures and internal control over financial reporting, corporate opportunities and confidentiality requirements. The audit committee is responsible for applying and interpreting our code of business conduct and ethics in situations where questions are presented to it. We expect that any amendments to the code or any waivers of its requirements applicable to our directors and executive officers will be disclosed on our website at *www.ariswater.com* as required by applicable U.S. federal securities laws and the corporate governance rules of the NYSE.

Corporate Governance Guidelines

Prior to the effective date of the registration statement of which this prospectus is a part, our Board will adopt corporate governance guidelines in accordance with the corporate governance rules of the NYSE.

EXECUTIVE COMPENSATION

Our named executive officers ("NEOs") for the fiscal year ended December 31, 2020 (the "2020 Fiscal Year") are as follows:

- William A. Zartler, our Founder and Executive Chairman;
- Amanda M. Brock, our President and Chief Executive Officer and Director; and
- Chris B. Work, our former Chief Financial Officer.

Mr. Work resigned from his position and terminated employment with the Company effective as of November, 30, 2020, at which time Mr. Zartler and Ms. Brock assumed his responsibilities. As of the end of the 2020 Fiscal Year, we had only two executive officers. Following the end of the 2020 Fiscal Year, we appointed Brenda R. Schroer as our Chief Financial Officer. Although she served as a member of our board of directors in 2020, Ms. Schroer was not employed by us at any time during the 2020 Fiscal Year and received no compensation for her services as a director. Prior to their respective appointments as Founder and Executive Chairman and President and Chief Executive Officer effective as of September 20, 2021, Mr. Zartler served as our Chairman and Chief Executive Officer and Ms. Brock served as our President and Chief Operating Officer.

2020 Summary Compensation Table

The table below sets forth the annual compensation earned by or granted to the NEOs during the 2020 Fiscal Year.

Name and Principal Position	Year	Salary ($)[1]	Bonus ($)	All Other Compensation ($)[2]	Total ($)
William A. Zartler Founder and Executive Chairman	2020	381,808	250,000	7,266	639,074
Amanda M. Brock President and Chief Executive Officer	2020	328,173	255,000	11,400	594,573
Chris B. Work Former Chief Financial Officer	2020	271,060	—	136,837	407,897

(1) We typically have 26 payroll periods in each calendar year; however salary amounts for 2020 include one additional payroll period resulting in numbers that slightly exceed the executive's annual base salary for the year.

(2) Amounts in this column represent: (i) matching contributions under the Company's 401(k) plan during the 2020 Fiscal Year for each NEO, and (ii) a $100,000 severance payment and $25,437 in accrued but unused paid time off that were paid to Mr. Work in connection with his November 2020 departure.

Narrative Disclosure to Summary Compensation Table

Base Salaries

At the start of the 2020 Fiscal Year, Mr. Zartler, Ms. Brock and Mr. Work's base salaries were set at $360,000, $300,000 and $275,000, respectively. Cost of living adjustments were approved in February of 2020, increasing Mr. Zartler, Ms. Brock and Mr. Work's base salaries to $369,000, $307,500 and $281,875, respectively. Ms. Brock received a further annual base salary increase to $340,000 in September of 2020 in order to provide her with a more market competitive salary given her role and responsibilities.

For the 2021 Fiscal Year, Mr. Zartler's base salary has been increased to $374,170 and Ms. Brock's base salary has been increased to $364,760, as part of annual cost of living adjustments as well as in recognition of strong performance. In connection with this offering and the assumption of their new respective roles as Executive Chairman and as Chief Executive Officer, Mr. Zartler's base salary will be further increased to $400,000 and Ms. Brock's to $700,000.

Annual Bonus

We maintained a discretionary bonus program for the 2020 Fiscal Year. Under this program, Mr. Zartler assessed the performance of Ms. Brock and recommended her 2020 bonus amount to our board of directors for approval. Our board of directors assessed the performance of Mr. Zartler and determined his final bonus amount.

Our board retained ultimate discretion for determining final bonus payouts for all NEOs. Neither officer was present during any discussions concerning his or her own bonus payments. Mr. Work was not eligible for a 2020 annual bonus given his departure prior to fiscal year end.

In determining the final bonus amounts set forth in the Summary Compensation Table above, our board of directors considered the company's growth in earnings, volumes, completion of a strategic transaction with Concho, water recycling business growth, safety and environmental performance and each individual's performance. With respect to his bonus, in addition to the aforementioned considerations, the board of directors also considered Mr. Zartler's leadership of the company through the dynamic market conditions driven by the Covid 19 pandemic. In addition, with respect to Ms. Brock's bonus, the board also considered her contribution to the growth and stability of the company through the market uncertainty created by the Covid 19 pandemic.

Profits Units

We have historically provided long-term incentive compensation to our key employees and officers, including our NEOs, through the issuance of Class C units to Solaris Midstream Investment, LLC ("Solaris Investment"), which then issues a corresponding number of Class C units ("Profits Units") to the applicable grantee pursuant to a grant agreement. The Profits Units are intended to be profits interests for U.S. federal income tax purposes, and generally subject to specified vesting requirements as provided in the grant agreement, entitle the recipient to receive a portion of Solaris Investment distributions after the company's other unitholders receive a return of their capital plus an 8% preferred return.

Although our NEOs did not receive any grants of Profits Units during the 2020 Fiscal Year, on September 21, 2016, Mr. Zartler received a grant of 230,000 Profits Units, and on November 15, 2017 and March 7, 2019, Ms. Brock received grants of 100,000 and 40,000 Profits Units, respectively. Pursuant to the applicable grant agreements, 60% of these Profits Units vest in equal installments on the first, second, and third anniversaries of the grant date and 40% of the Profits Units vest, generally subject to the grantee's continued employment though a monetization event, which includes the consummation of this public offering. Mr. Work was granted 100,000 Profits Units on September 21, 2016 and 20,000 Profits Units on October 24, 2018. In connection with his separation, his 2016 grant was fully vested and he vested in 8,000 of the Profits Units granted in 2018. All other unvested Profits Units were forfeited.

A total of 1,000,000 Profits Units are authorized under the Limited Liability Company Agreement of Solaris Investment and a total of 878,600 Profits Units have currently been issued. In connection with this offering any unallocated Profits Units are expected to be allocated among current employees who are Profits Units holders. Following the consummation of this public offering, at the Company's election vested Profits Interests may be exchanged for cash payments tied to the value of our Class B common stock.

The Profits Units held by Mr. Zartler and Ms. Brock are subject to certain treatment upon a termination of employment, as described under "Additional Narrative Disclosure—Potential Payments Upon Termination or a Change in Control—Profits Units" below. The grant agreements also include customary post-termination non-competition and non-solicitation covenants as well as non-disparagement, confidentiality and intellectual property assignment provisions.

Separation and Severance Agreements

On September 29, 2020, we entered into a Separation Agreement and Release with Mr. Work (the "Work Separation Agreement"). Pursuant to the terms of the Work Separation Agreement, Mr. Work resigned as our Chief Financial Officer effective as of November 30, 2020, following a negotiated transition period. Under the Work Separation Agreement, Mr. Work received a $100,000 cash severance payment and accelerated vesting of certain of his Profits Units, as described above under "Narrative Disclosure to Summary Compensation Table—Profits Units." The Work Separation Agreement also included a general release of claims in our favor.

Although Mr. Zartler and Ms. Brock were not subject to any severance plans or agreements as of the end of Fiscal Year 2020, on January 29, 2021 we entered into letter agreements (the "Severance Agreements") with each of these NEOs that provide certain severance protections in the event of a termination without cause. These agreements are described further under "Additional Narrative Disclosure—Potential Payments Upon Termination or a Change in Control—Severance Agreements" below.

Outstanding Equity Awards at 2020 Fiscal Year-End

The table below reflects information regarding vested and unvested Profits Units held by the NEOs as of December 31, 2020.

	Option Awards[1]				
Name	Number of Securities Underlying Unexercised Options (#) Exercisable[2]	Number of Securities Underlying Unexercised Options (#) Unexercisable[3]	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#)[4]	Option Exercise Price[5]	Option Expiration Date[4]
William A. Zartler	138,000	—	92,000	N/A	N/A
Amanda M. Brock	68,000	16,000	56,000	N/A	N/A
Chris B. Work	108,000	—	—	N/A	N/A

(1) Although the Profits Units do not require the payment of an exercise price, they are most economically similar to stock options, and as such, they are more properly classified as "options" under the definition provided in Item 402 of Regulation S-K as an instrument with an "option-like feature."

(2) Amounts in this column represent vested Profits Units. Unlike an option, these are not "exercisable" at the holder's election, but rather entitle to holder to participate in certain distributions as described under "Narrative Disclosure to Summary Compensation Table—Profits Units" above.

(3) Amounts in this column represent unvested Profits Units, which will vest as to one-half on March 7, 2021 and one-half on March 7, 2022, subject to the NEO's continued employment through each vesting date.

(4) Amounts in this column represent unvested Profits Units, which will vest only upon the occurrence of a monetization event, subject to the NEO's continued employment through such event. The consummation of this offering will be a monetization event for these purposes.

(5) The Profits Units are not traditional options, and therefore, there is no exercise price or expiration date associated with them.

Retirement Benefits

The Company has not maintained, and does not currently maintain, a defined benefit pension plan or nonqualified deferred compensation plan. The companies' 401(k) plans currently provide a dollar-for-dollar matching contribution on up to 4% of a participant's eligible deferred compensation.

Potential Payments Upon Termination or a Change in Control

Profits Units

Unvested Profits Units are generally forfeited upon any termination of employment and vested Profits Units are generally forfeited in the event of a holder's termination of employment for cause or resignation without good reason. However, the Profits Unit grant agreements also provide that in the event that the applicable NEO is terminated without cause or resigns for good reason within 6 months prior to the date of a monetization event, the NEO will be deemed to have not forfeited any unvested profits units in connection with such termination of employment and will immediately vest in any unvested Profits Units immediately prior to the monetization event.

As used in the grant agreements and Severance Agreements, which are discussed further below:

- "Cause" generally means (a) commission of an act of fraud, theft or embezzlement or being convicted of, or pleading guilty or nolo contendere to, any felony that (as to any such felony) would reasonably be expected to result in damage or injury to the Company or its affiliates, or to the reputation of any such party; (b) commission of an act constituting gross negligence or willful misconduct that is materially harmful to the Company or its affiliates; (c) engaging in any action that is a violation of a material covenant or agreement of the grantee in favor of the Company or its affiliates that, if curable, is not cured within 15 days of receipt by the grantee of written notice of such violation, (d) material breach of any material covenant or agreement of the grantee under any confidentiality, noncompetition, non-disparagement, non-solicitation or similar agreement, including the provisions contained in the Profits Unit grant agreement; (e) engaging in habitual drug or alcohol abuse; or (f) failure or refusal to use good faith efforts to follow the reasonable directions of his or her supervisor; and

- "good reason" generally means (a) a material reduction in status, title, position or responsibilities without the agreement of the grantee; (b) a material reduction in annual base salary or failure to pay salary amounts; (c) a material breach by the Company of an agreement with the grantee; or the relocation of the grantee's principal offices by more than 50 miles, and is subject to a notice and cure period.

Severance Agreements

Under the Severance Agreements, in the event of a termination of employment by the Company without cause that occurs prior to or more than nine months following a monetization event (which includes the consummation of this offering) the applicable NEO may elect to either (i) receive 12 months of continued base salary and be subject to a 12-month post-termination non-competition covenant, or (ii) forego any severance payment, forfeit all vested and unvested Profits Units and be subject to a 6-month post termination non-competition covenant. Upon a termination without cause that occurs within nine months following a monetization event, including the consummation of this offering, the first option noted above will automatically apply. Under the Severance Agreements, in the event of the NEO's voluntary resignation of employment without good reason, the post-termination non-compete and non-solicitation period will automatically be reduced from 18 to 12 months post-termination.

Special Bonuses

We have approved a special cash bonus pool of $3,000,000 to be allocated among a group of employees in recognition of their efforts in connection with this offering. Under this program, Mr. Zartler and Ms. Brock are each expected to receive $450,000 and Ms. Schroer is expected to receive $140,000. Ms. Schroer will also receive an additional cash bonus of $250,000 in connection with the closing of this offering under the terms of her offer letter with the Company.

2021 Equity Incentive Plan

In advance of the offering, we expect to adopt the 2021 Plan. The purpose of the 2021 Plan is to promote and closely align the interests of our employees, officers, non-employee directors, and other service providers and our stockholders by providing stock-based compensation and other incentive compensation. The objectives of the 2021 Plan are to attract and retain the best available personnel for positions of substantial responsibility and to motivate participants to optimize the profitability and growth of the Company through incentives that are consistent with our goals and that link the personal interests of participants to those of our stockholders. The 2021 Plan will allow for the grant of stock options, both incentive stock options and "non-qualified" stock options; stock appreciation rights (SARs), alone or in conjunction with other awards; restricted stock and restricted stock units (RSUs); incentive bonuses, which may be paid in cash, stock, or a combination thereof; and other stock-based awards. We refer to these collectively herein as Awards.

The following description of the 2021 Plan is not intended to be complete and is qualified in its entirety by the complete text of the 2021 Plan, a copy of which will be filed as an exhibit to the registration statement of which this prospectus forms a part. Stockholders and potential investors are urged to read the 2021 Plan in its entirety. Any capitalized terms which are used in this summary description but not defined here or elsewhere in this prospectus have the meanings assigned to them in the 2021 Plan.

Administration

The 2021 Plan will be administered by our compensation committee, or such other committee designated by our board of directors to administer the plan, which we refer to herein as the Administrator. The Administrator will have broad authority, subject to the provisions of the 2021 Plan, to administer and interpret the 2021 Plan and Awards granted thereunder. All decisions and actions of the Administrator will be final.

Stock Subject to 2021 Plan

The maximum number of shares of Class A common stock that may be issued under the 2021 Plan will not exceed shares (the "Share Pool"), subject to certain adjustments in the event of a change in our capitalization. Shares of Class A common stock issued under the 2021 Plan may be either authorized and unissued shares or previously issued shares acquired by us. On termination or expiration of an Award under the

2021 Plan, in whole or in part, the number of shares of Class A common stock subject to such Award but not issued thereunder or that are otherwise forfeited back to the Company will again become available for grant under the 2021 Plan. Additionally, shares retained or withheld in payment of any exercise price, purchase price or tax withholding obligation of an Award will again become available for grant under the 2021 Plan.

Limits on Non-Employee Director Compensation

Under the 2021 Plan, the aggregate dollar value of all cash and equity-based compensation (whether granted under the Plan or otherwise) to our non-employee directors for services in such capacity will not exceed $750,000 during any calendar year. However, during the calendar year in which a non-employee director first joins our Board or during any calendar year in which a non-employee director serves as chairman or lead director, such aggregate limit will instead be $1,500,000.

Types of Awards

Stock Options. All stock options granted under the 2021 Plan will be evidenced by a written agreement with the participant, which provides, among other things, whether the option is intended to be an incentive stockoption or a non-qualified stock option, the number of shares subject to the option, the exercise price, exercisability (or vesting), the term of the option, which may not generally exceed ten years, and other terms and conditions. Subject to the express provisions of the 2021 Plan, options generally may be exercised over such period, in installments or otherwise, as the Administrator may determine. The exercise price for any stock option granted may not generally be less than the fair market value of the Class A common stock subject to that option on the grant date. The exercise price may be paid in cash or such other method as determined by the Administrator, including an irrevocable commitment by a broker to pay over such amount from a sale of the shares issuable under an option, the delivery of previously owned shares or withholding of shares deliverable upon exercise. Other than in connection with a change in our capitalization, we will not, without stockholder approval, reduce the exercise price of a previously awarded option, and at any time when the exercise price of a previously awarded option is above the fair market value of a share of Class A common stock, we will not, without stockholder approval, cancel and re-grant or exchange such option for cash or a new Award with a lower (or no) exercise price.

Stock Appreciation Rights or SARs. SARs may be granted alone or in conjunction with all or part of a stock option. Upon exercising a SAR, the participant is entitled to receive the amount by which the fair market valueof the Class A common stock at the time of exercise exceeds the exercise price of the SAR. This amount is payable in Class A common stock, cash, restricted stock, or a combination thereof, at the Administrator's discretion.

Restricted Stock and RSUs. Awards of restricted stock consist of shares of stock that are transferred to the participant subject to restrictions that may result in forfeiture if specified conditions are not satisfied. RSUs resultin the transfer of shares of cash or stock to the participant only after specified conditions are satisfied. The Administrator will determine the restrictions and conditions applicable to each award of restricted stock or RSUs, which may include performance vesting conditions.

Incentive Bonuses. Each incentive bonus will confer upon the participant the opportunity to earn a future payment tied to the level of achievement with respect to one or more performance criteria established for a specified performance period. The Administrator will establish the performance criteria and level of achievement versus these criteria that will determine the threshold, target, and maximum amount payable under an incentive bonus, which criteria may be based on financial performance and/or personal performance evaluations. Paymentof the amount due under an incentive bonus may be made in cash or shares, as determined by the Administrator.

Other Stock-Based Awards. Other stock-based awards are Awards denominated in or payable in, valued in whole or in part by reference to, or otherwise based on or related to, the value of stock.

Performance Criteria. The Administrator may specify certain performance criteria which must be satisfied before Awards will be granted or will vest. The performance goals may vary from participant to participantgroup to group, and period to period.

Transferability

Awards generally may not be sold, transferred for value, pledged, assigned or otherwise alienated or hypothecated by a participant other than by will or the laws of descent and distribution, and each option or SAR may be exercisable only by the participant during his or her lifetime.

Amendment and Termination

Our board of directors has the right to amend, alter, suspend or terminate the 2021 Plan at any time, provided certain enumerated material amendments may not be made without stockholder approval. No amendment or alteration to the 2021 Plan or an Award or Award agreement will be made that would materially impair the rights of the holder, without such holder's consent; however, no consent will be required if the Administrator determines in its sole discretion and prior to the date of any change in control that such amendment or alteration either is required or advisable in order for us, the 2021 Plan or such Award to satisfy any law or regulation or to meet the requirements of or avoid adverse financial accounting consequences under any accounting standard, or is not reasonably likely to significantly diminish the benefits provided under such Award, or that any such diminishment has been adequately compensated. The 2021 Plan is expected to be adopted by our board of directors in connection with this offering and will automatically terminate, unless earlier terminated by our board of directors, ten years after such approval by our board of directors.

Anticipated Equity Awards

Following or concurrent with this offering, we may grant time-based restricted stock unit awards ("RSUs") under the 2021 Plan. The terms of any such awards have not been determined. We currently expect these awards for our executive officers will have a grant date value of approximately $1,700,000, $2,250,000 and $1,000,000, for Mr. Zartler, Ms. Brock and Ms. Schroer, respectively.

Director Compensation

During the 2020 Fiscal Year, none of our directors received compensation for their service on our board of directors. In connection with this offering, the Board has adopted a non-employee director compensation policy, which will become effective upon completion of this offering. Under this policy, each non-employee director will be paid cash compensation as set forth below:

Annual retainer for Board membership	$ 30,000
Annual retainer for Lead Independent Director	$ 10,000
Additional annual retainers	
• Chair of the Audit Committee	$ 65,000
• Chair of the Compensation Committee	$ 20,000
• Chair of the Nominating and Corporate Governance Committee	$ 10,000
• Member of the Audit Committee (other than Chair)	$ 40,000

In addition to the annual retainers, each of our non-employee directors will be granted equity awards under the 2021 Plan consisting of an annual award of restricted stock with a grant date fair value equal to $100,000 that vests over a one-year period. In addition, each member of the Audit Committee will be granted equity awards under the 2021 Plan consisting of an annual award of restricted stock with a grant date fair value equal to $40,000 that vests over a one-year period.

The total amount of cash retainers paid and equity awards (valued based on the grant date fair value) granted by the Company to any individual non-employee director in any calendar year for his or her service on the Board will not exceed $750,000, or in the year a non-employee director first joins the Board or serves as chairman or lead independent director $1,500,000.

The Board periodically reviews its non-employee director compensation policy and may revise the compensation arrangements for our directors from time to time.

CORPORATE REORGANIZATION

We were incorporated as a Delaware corporation in May 2021. Following this offering and the related transactions, we will be a holding company whose sole material asset will consist of membership interests in Solaris LLC. Solaris LLC owns all of the outstanding equity interest in the subsidiaries through which we operate our assets. After the consummation of the transactions contemplated by this prospectus (the "Reorganization"), we will be the sole managing member of Solaris LLC and will be responsible for all operational, management and administrative decisions relating to Solaris LLC's business and will consolidate financial results of Solaris LLC and its subsidiaries. The Solaris LLC Agreement will be amended and restated to, among other things, admit Aris Inc. as the sole managing member of Solaris LLC.

In connection with this offering, (a) all of the membership interests in Solaris LLC held by the Existing Owners, will be converted into (i) a single class of units in Solaris LLC representing in the aggregate Solaris LLC Units and (ii) the right to receive the distributions of shares of Class B common stock described in clause (c) below, (b) Aris Inc. will issue and contribute shares of its Class B common stock and all of the net proceeds of this offering to Solaris LLC in exchange for a number of Solaris LLC Units equal to the number of shares of Class A common stock issued in the offering (assuming no exercise of the underwriters' option to purchase additional shares), (c) Solaris LLC will use a portion of the proceeds from this offering to distribute to the Existing Owners an aggregate amount of cash equal to times the initial public offering price per share of Class A common stock after underwriting discounts and commissions and (d) Solaris LLC will distribute to each of the Existing Owners one share of Class B common stock for each Solaris LLC Unit such Existing Owner holds. In the event that we increase or decrease the number of shares of Class A common stock sold in this offering, (i) the number of Solaris LLC Units and shares of Class B common stock issued to our Existing Owners will correspondingly decrease or increase, respectively, and (ii) the amount of cash distributed to our Existing Owners will correspondingly increase or decrease, respectively.

To the extent the underwriters' option to purchase additional shares is exercised in full or in part, Aris Inc. will contribute the net proceeds therefrom to Solaris LLC in exchange for an additional number of Solaris LLC Units equal to the number of shares of Class A common stock issued pursuant to the underwriters' option. Solaris LLC will use any such net proceeds to redeem from the Existing Owners on a pro rata basis a number of Solaris LLC Units (together with an equivalent number of shares of our Class B common stock) equal to the number of shares of Class A common stock issued pursuant to the underwriters' option to purchase additional shares.

After giving effect to these transactions and the offering contemplated by this prospectus and assuming the underwriters' option to purchase additional shares is not exercised:

- the Existing Owners will own all of the Class B common stock, representing % of our capital stock of which, (i) ConocoPhillips will own approximately % of our Class B common stock and an approximate % interest in Solaris LLC (representing approximately % of our combined economic interest and voting power), (ii) Trilantic will own approximately % of our Class B common stock and an approximate % interest in Solaris LLC (representing approximately % of our combined economic interest and voting power) and (iii) Yorktown will own approximately % of our Class B common stock and an approximate % interest in Solaris LLC (representing approximately % of our combined economic interest and voting power);
- Aris Inc. will own an approximate % interest in Solaris LLC; and
- the Existing Owners will own an approximate % interest in Solaris LLC.

If the underwriters' option to purchase additional shares is exercised in full:

- the Existing Owners will own Class B common stock, representing % of our capital stock (of which, (i) ConocoPhillips will own approximately % of our Class B common stock and an approximate % interest in Solaris LLC (representing approximately % of our combined economic interest and voting power), (ii) Trilantic will own approximately % of our Class B common stock and an approximate % interest in Solaris LLC (representing approximately % of our combined economic interest and voting power) and (iii) Yorktown will own approximately % of our Class B common stock and an approximate % interest in Solaris LLC (representing approximately % of our combined economic interest and voting power);

- Aris Inc. will own an approximate % interest in Solaris LLC; and
- the Existing Owners will own an approximate % interest in Solaris LLC.

Please see "Principal Stockholders."

Each share of Class B common stock has no economic rights but entitles its holder to one vote on all matters to be voted on by stockholders generally. Holders of Class A common stock and Class B common stock will vote together as a single class on all matters presented to our stockholders for their vote or approval, except as otherwise required by applicable law or by our amended and restated certificate of incorporation. We do not intend to list our Class B common stock on any exchange.

Following this offering, under the Solaris LLC Agreement, each Existing Owner will, subject to certain limitations, have the right, pursuant to the Redemption Right, to cause Solaris LLC to acquire all or a portion of its Solaris LLC Units for, at Solaris LLC's election, (x) shares of our Class A common stock at a redemption ratio of one share of Class A common stock for each Solaris LLC Unit redeemed, subject to conversion rate adjustments for stock splits, stock dividends and reclassification and other similar transactions, or (y) an equivalent amount of cash. Alternatively, upon the exercise of the Redemption Right, Aris Inc. (instead of Solaris LLC) will have the right, pursuant to the Call Right, to acquire each tendered Solaris LLC Unit directly from the exchanging Existing Owner for, at Aris Inc.'s election, (x) one share of Class A common stock or (y) an equivalent amount of cash. In addition, upon a change of control of Aris Inc., Aris Inc. has the right to require each holder of Solaris LLC Units (other than Aris Inc.) to exercise its Redemption Right with respect to some or all of such unitholder's Solaris LLC Units. In connection with any redemption of Solaris LLC Units pursuant to the Redemption Right or our Call Right, the corresponding number of shares of Class B common stock will be cancelled. See "Certain Relationships and Related Party Transactions—Solaris LLC Agreement."

The Existing Owners will have the right, under certain circumstances, to cause us to register the offer and resale of their shares of Class A common stock. See "Certain Relationships and Related Party Transactions—Registration Rights Agreement."

Aris Inc.'s acquisition or Solaris LLC's redemption, respectively, of Solaris LLC Units in connection with this offering or pursuant to an exercise of the Redemption Right or the Call Right are expected to result in adjustments to the tax basis of the tangible and intangible assets of Solaris LLC and such adjustments will be allocated to Aris Inc. These adjustments would not have been available to Aris Inc. absent its acquisition of Solaris LLC Units and are expected to reduce the amount of cash tax that Aris Inc. would otherwise be required to pay in the future.

Aris Inc. will enter into a Tax Receivable Agreement with the TRA Holders at the closing of this offering. This agreement will generally provide for the payment by Aris Inc. to each TRA Holder of 85% of the net cash savings, if any, in U.S. federal, state and local income tax and franchise tax that Aris Inc. actually realizes from certain increases in tax basis, and from deemed interest deductions arising from these payments, that occur as a result of Aris Inc.'s acquisition or Solaris LLC's redemption, respectively, of all or a portion of such TRA Holder's Solaris LLC Units in connection with this offering or pursuant to the exercise of the Redemption Right or the Call Right.

Aris Inc. will retain the benefit of the remaining 15% of these cash savings. For additional information regarding the Tax Receivable Agreement, see "Risk Factors—Risks Related to this Offering and Our Class A Common Stock," "Certain Relationships and Related Party Transactions—Tax Receivable Agreement" and the pro forma financial statements and the related notes thereto appearing elsewhere in this prospectus.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The Solaris LLC Agreement is filed as an exhibit to the registration statement of which this prospectus forms a part, and the following description of the Solaris LLC Agreement is qualified in its entirety by reference thereto.

Redemption Rights

Following this offering, under the Solaris LLC Agreement, the Existing Owners will, subject to certain limitations, have the right, pursuant to the Redemption Right, to cause Solaris LLC to acquire all or a portion of their Solaris LLC Units for, at Solaris LLC's election, (x) shares of our Class A common stock at a redemption ratio of one share of Class A common stock for each Solaris LLC Unit redeemed, subject to conversion rate adjustments for stock splits, stock dividends and reclassifications or (y) an equivalent amount of cash. Alternatively, upon the exercise of the Redemption Right, Aris Inc. (instead of Solaris LLC) will have the right, pursuant to the Call Right, to acquire each tendered Solaris LLC Unit directly from the Existing Owners for, Aris Inc.'s election, (x) one share of Class A common stock or (y) an equivalent amount of cash. In addition, upon a change of control of Aris Inc., Aris Inc. has the right to require each holder of Solaris LLC Units (other than Aris Inc.) to exercise its Redemption Right with respect to some or all of such unitholder's Solaris LLC Units. As the Existing Owners redeem their Solaris LLC Units, our membership interest in Solaris LLC will be correspondingly increased, the number of shares of Class A common stock outstanding will be increased, and the number of shares of Class B common stock outstanding will be reduced.

Distributions and Allocations

Under the Solaris LLC Agreement, we will have the right to determine when distributions will be made to the holders of Solaris LLC Units and the amount of any such distributions. Following this offering, if we authorize a distribution, such distribution will be made to the holders of Solaris LLC Units generally on a pro rata basis in accordance with their respective percentage ownership of Solaris LLC Units.

Solaris LLC will allocate its net income or net loss for each year to the holders of Solaris LLC Units pursuant to the terms of the Solaris LLC Agreement, and the holders of Solaris LLC Units, including Aris Inc., will generally incur U.S. federal, state and local income taxes on their share of any taxable income of Solaris LLC. Net income and losses of Solaris LLC generally will be allocated to the holders of Solaris LLC Units on a pro rata basis in accordance with their respective percentage ownership of Solaris LLC Units, subject to requirements under U.S. federal income tax law that certain items of income, gain, loss or deduction be allocated disproportionately in certain circumstances. To the extent Solaris LLC has available cash and subject to the terms of any future debt instruments, we intend to cause Solaris LLC to make (i) distributions to the Aris Inc. in an amount at least sufficient to allow us to pay our taxes, (ii) non-pro rata advance distributions to allow us to make payments under the Tax Receivable Agreement that we will enter into with the TRA Holders in connection with the closing of this offering and any subsequent tax receivable agreements that we may enter into in connection with future acquisitions and (iii) non-pro rata payments to Aris Inc. to reimburse us for our corporate and other overhead expenses. If an advance is made to Aris Inc. to enable it to pay certain applicable taxes, Aris Inc. will use commercially reasonable efforts to cause Solaris LLC to make advance distributions to each of the members of Solaris LLC. The advance distributions, if any, made to the members of Solaris LLC generally will be pro rata based on each member's ownership of Solaris LLC units, calculated based on the amount distributed to Aris Inc.

Issuance of Equity

The Solaris LLC Agreement will provide that, except as otherwise determined by us, at any time Aris Inc. issues a share of its Class A common stock or any other equity security, the net proceeds received by Aris Inc. with respect to such issuance, if any, shall be concurrently invested in Solaris LLC, and Solaris LLC shall issue to Aris Inc. one Solaris LLC Unit or other economically equivalent equity interest. Conversely, if at any time, any shares of Aris Inc.'s Class A common stock are redeemed, repurchased or otherwise acquired, Solaris LLC shall redeem, repurchase or otherwise acquire an equal number of Solaris LLC Units held by Aris Inc., upon the same terms and for the same price, as the shares of our Class A common stock are redeemed, repurchased or otherwise acquired.

Competition

Under the Solaris LLC Agreement, the members have agreed that certain our Existing Owners, including , and their respective affiliates will be permitted to engage in business activities or invest in or acquire businesses which may compete with our business or do business with our customers.

Dissolution

Solaris LLC will be dissolved only upon the first to occur of (i) the sale of substantially all of its assets or (ii) an election by us to dissolve the company. Upon dissolution, Solaris LLC will be liquidated and the proceeds from any liquidation will be applied and distributed in the following manner: (a) first, to creditors (including to the extent permitted by law, creditors who are members) in satisfaction of the liabilities of Solaris LLC, (b) second, to establish cash reserves for contingent or unforeseen liabilities and (c) third, to the members in proportion to the number of Solaris LLC Units owned by each of them.

Tax Receivable Agreement

As described in "Corporate Reorganization," the Existing Owners may dispose of their Solaris LLC Units for shares of Class A common stock or cash, as applicable, in the future pursuant to the Redemption Right or the Call Right. Solaris LLC intends to make for itself (and for each of its direct or indirect subsidiaries that is treated as a partnership for U.S. federal income tax purposes and that it controls) an election under Section 754 of the Code that will be effective for the taxable year of this offering and each taxable year in which a redemption of Solaris LLC Units pursuant to the Redemption Right or the Call Right occurs. Pursuant to the Section 754 election, our acquisition(s) or Solaris LLC's redemption, respectively, of Solaris LLC Units as a part of the corporate reorganization pursuant to the Redemption Right or the Call Right are expected to result in adjustments to the tax basis of the tangible and intangible assets of Solaris LLC. A portion or all of these adjustments will be allocated to Aris Inc. Such adjustments to the tax basis of the tangible and intangible assets of Solaris LLC would not have been available to Aris Inc. absent its acquisition of Solaris LLC Units as part of the reorganization transactions or pursuant to the exercise of the Redemption Right or the Call Right. The anticipated basis adjustments are expected to increase (for tax purposes) Aris Inc.'s depreciation and amortization deductions and may also decrease Aris Inc.'s gains (or increase its losses) on future dispositions of certain assets to the extent tax basis is allocated to those assets. Such increased deductions and losses and reduced gains may reduce the amount of tax that Aris Inc. would otherwise be required to pay in the future.

Aris Inc. will enter into the Tax Receivable Agreement with the TRA Holders at the closing of this offering. This agreement will generally provide for the payment by Aris Inc. to each TRA Holder of 85% of the net cash savings, if any, in U.S. federal, state and local income tax and franchise tax that Aris Inc. actually realizes (computed using simplifying assumptions to address the impact of state and local taxes) or is deemed to realize in certain circumstances in periods after this offering as a result of certain increases in tax basis, and from deemed interest deductions arising from these payments, that occur as a result of Aris Inc.'s acquisition or Solaris LLC's redemption, respectively, of all or a portion of such TRA Holder's Solaris LLC Units in connection with this offering or pursuant to an exercise of the Redemption Right or the Call Right. We will retain the remaining 15% of the cash savings. Certain of the TRA Holders' rights under the Tax Receivable Agreement are transferable in connection with a permitted transfer of Solaris LLC Units or if the TRA Holder no longer holds Solaris LLC Units.

The payment obligations under the Tax Receivable Agreement are Aris Inc.'s obligations and not obligations of Solaris LLC, and we expect that the payments we will be required to make under the Tax Receivable Agreement will be substantial. Estimating the amount and timing of payments that may become due under the Tax Receivable Agreement is by its nature imprecise. For purposes of the Tax Receivable Agreement, cash savings in tax generally will be calculated by comparing Aris Inc.'s actual tax liability (determined by using the actual applicable U.S. federal income tax rate and an assumed combined state and local income and franchise tax rate) to the amount it would have been required to pay had it not been able to utilize any of the tax benefits subject to the Tax Receivable Agreement. The actual increase in tax basis, as well as the amount and timing of any payments under the Tax Receivable Agreement, will vary depending upon a number of factors, including the timing of any redemption of Solaris LLC Units, the price of our Class A common stock at the time of each redemption, the extent to which such redemptions are taxable transactions, the amount and timing of the taxable income we generate in the future and the U.S. federal income tax rate then applicable, and the portion of Aris Inc.'s payments under the Tax Receivable Agreement that give rise to depreciable or amortizable tax basis.

Moreover, there may be a negative impact on our liquidity if, as a result of timing discrepancies or otherwise, (i) the payments under the Tax Receivable Agreement exceed the actual benefits we realize in respect of the tax attributes subject to the Tax Receivable Agreement and/or (ii) distributions to Aris Inc. by Solaris LLC are not sufficient to permit Aris Inc. to make payments under the Tax Receivable Agreement after it has paid its taxes and other obligations. Please read "Risk Factors—Risks Related to this Offering and Our Class A Common Stock—In certain cases, payments under the Tax Receivable Agreement may be accelerated and/or significantly exceed the actual benefits, if any, we realize in respect of the tax attributes subject to the Tax Receivable Agreement." The payments under the Tax Receivable Agreement will not be conditioned upon a holder of rights under the Tax Receivable Agreement having a continued ownership interest in either Solaris LLC or Aris Inc.

In addition, although we are not aware of any issue that would cause the Internal Revenue Service ("IRS") or other relevant tax authorities, to challenge potential tax basis increases or other tax benefits covered under the Tax Receivable Agreement, the TRA Holders will not reimburse us for any payments previously made under the Tax Receivable Agreement if such basis increases or other benefits are subsequently disallowed, except that excess payments made to any such holder will be netted against payments otherwise to be made, if any, to such holder after our determination of such excess. As a result, in such circumstances, Aris Inc. could make payments that are greater than its actual cash tax savings, if any, and may not be able to recoup those payments, which could adversely affect its liquidity.

The term of the Tax Receivable Agreement will commence upon the completion of this offering and will continue until all tax benefits that are subject to the Tax Receivable Agreement have been utilized or expired, unless we exercise our right to terminate the Tax Receivable Agreement. It is expected that payments will continue to be made under the Tax Receivable Agreement for more than 20 years. If we experience a change of control (as defined under the Tax Receivable Agreement, which includes certain mergers, asset sales and other forms of business combinations) or the Tax Receivable Agreement terminates early (at our election or as a result of our breach), we would be required to make a substantial, immediate lump-sum payment. This payment would equal the present value of hypothetical future payments that could be required to be paid under the Tax Receivable Agreement (determined by applying a discount rate of one-year LIBOR plus basis points). The calculation of hypothetical future payments will be based upon certain assumptions and deemed events set forth in the Tax Receivable Agreement, including that (i) we have sufficient taxable income to fully utilize the tax benefits covered by the Tax Receivable Agreement and (ii) any Solaris LLC Units (other than those held by Aris Inc.) outstanding on the termination date are deemed to be redeemed on the termination date. Any early termination payment may be made significantly in advance of, and may materially exceed, the actual realization, if any, of the future tax benefits to which the termination payment relates.

The Tax Receivable Agreement provides that in the event that we breach any of our material obligations under the Tax Receivable Agreement, whether as a result of (i) our failure to make any payment when due (including in cases where we elect to terminate the Tax Receivable Agreement early, the Tax Receivable Agreement is terminated early due to certain mergers, asset sales, or other forms of business combinations or changes of control or we have available cash but fail to make payments when due under circumstances where we do not have the right to elect to defer the payment, as described below), (ii) our failure to honor any other material obligation under it or (iii) by operation of law as a result of the rejection of the Tax Receivable Agreement in a case commenced under the U.S. Bankruptcy Code or otherwise, then the TRA Holders may elect to treat such breach as an early termination, which would cause all our payment and other obligations under the Tax Receivable Agreement to be accelerated and become due and payable applying the same assumptions described above.

As a result of either an early termination or a change of control, we could be required to make payments under the Tax Receivable Agreement that exceed our actual cash tax savings under the Tax Receivable Agreement. In these situations, our obligations under the Tax Receivable Agreement could have a substantial negative impact on our liquidity and could have the effect of delaying, deferring or preventing certain mergers, asset sales, or other forms of business combinations or changes of control.

Decisions we make in the course of running our business, such as with respect to mergers, asset sales, other forms of business combinations or other changes in control, may influence the timing and amount of payments that are received by the TRA Holders under the Tax Receivable Agreement. For example, the earlier disposition of assets following a redemption of Solaris LLC Units by Solaris LLC or an acquisition of Solaris LLC Units by Aris Inc. may accelerate payments under the Tax Receivable Agreement and increase the present value of such

payments, and the disposition of assets before such a redemption or acquisition of Solaris LLC Units may increase the TRA Holders' tax liability without giving rise to any rights of the TRA Holders to receive payments under the Tax Receivable Agreement. Such effects and such consent rights may result in differences or conflicts of interest between the interests of the TRA Holders and other stockholders.

Payments generally are due under the Tax Receivable Agreement within fifteen business days following the finalization of the schedule with respect to which the payment obligation is calculated. Except in cases where we elect to terminate the Tax Receivable Agreement early or it is otherwise terminated as described above, generally we may elect to defer payments due under the Tax Receivable Agreement if we do not have available cash to satisfy our payment obligations under the Tax Receivable Agreement or if our contractual obligations limit our ability to make these payments. Any such deferred payments under the Tax Receivable Agreement generally will accrue interest from the due date for such payment until the payment date at a rate of one-year LIBOR plus basis points. However, interest will accrue from the due date for such payment until the payment date at a rate of one-year LIBOR plus basis points if we are unable to make such payment as a result of limitations imposed by existing credit agreements. We have no present intention to defer payments under the Tax Receivable Agreement.

Because we are a holding company with no operations of our own, our ability to make payments under the Tax Receivable Agreement is dependent on the ability of Solaris LLC to make distributions to us in an amount sufficient to cover our obligations under the Tax Receivable Agreement. This ability, in turn, may depend on the ability of Solaris LLC's subsidiaries to make distributions to it. The ability of Solaris LLC, its subsidiaries and other entities in which it directly or indirectly holds an equity interest to make such distributions will be subject to, among other things, (i) the applicable provisions of Delaware law (or other applicable jurisdiction) that may limit the amount of funds available for distribution and (ii) restrictions in relevant debt instruments issued by Solaris LLC or its subsidiaries and/other entities in which it directly or indirectly holds an equity interest. To the extent that we are unable to make payments under the Tax Receivable Agreement for any reason, such payments will be deferred and will accrue interest until paid.

The form of the Tax Receivable Agreement is filed as an exhibit to the registration statement of which this prospectus forms a part, and the foregoing description of the Tax Receivable Agreement is qualified by reference thereto.

Registration Rights Agreement

In connection with the closing of this offering, we will enter into a registration rights agreement with certain of the Existing Owners. We expect that the agreement will contain provisions by which we agree to register under the federal securities laws the offer and resale of approximately shares of our Class A common stock by such Existing Owners or certain of their affiliates or permitted transferees under the registration rights agreement. These registration rights will be subject to certain conditions and limitations. We will generally be obligated to pay all of our registration expenses in connection with these registration obligations, regardless of whether a registration statement is filed or becomes effective.

The form of the Registration Rights Agreement is filed as an exhibit to the registration statement of which this prospectus forms a part, and the foregoing description of the Registration Rights Agreement is qualified by reference thereto.

Historical Transactions with Affiliates

Agreements with ConocoPhillips

On June 11, 2020, we acquired certain produced water handling and transportation assets in Lea County, New Mexico from a wholly owned subsidiary of Concho, which was acquired by ConocoPhillips in January 2021. The net purchase consideration was $149.6 million, which comprised approximately $72.0 million of preferred equity, which was fully redeemed in April 2021, and $77.6 million of common equity.

In connection with the Eddy County Acquisition and the Lea County Acquisition, we entered into a consolidated water gathering and handling agreement that has a remaining term of greater than 12 years, pursuant to which an affiliate of ConocoPhillips agreed to dedicate all of the produced water generated from its current and future acreage in a defined AMI, covering approximately 2.3 million acres, in New Mexico and Texas to us for gathering and handling. Under this agreement, we are paid a transportation and handling fee per barrel which, like most of our contracts, are subject to CPI-based adjustments.

We also supply recycled water and groundwater as part of this agreement since our integrated pipeline network is located in or in close proximity to much of the ConocoPhillips acreage, allowing us to provide them with significant volumes of water.

During the six months ended June 30, 2021, and the year ended December 31, 2020, we recognized the following revenues associated with the water gathering and handling agreement that was entered into in connection with the Concho Acquisitions:

(Dollars in thousands)	Six Months Ended June 30, 2021	Year Ended December 31, 2020
Produced Water Handling	$38,849	$50,915
Water Solutions	12,805	15,011
Total	$51,654	$65,926

Please also see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Factors Affecting the Comparability of Our Results of Operations—Concho Acquisitions."

Agreement with Solaris Energy Management, LLC

On September 14, 2016, we entered into an administrative services arrangement with Solaris Energy Management, LLC ("SEM"), a company owned by William A. Zartler, our Founder and Executive Chairman, for the provision of certain personnel and administrative services at cost. The services provided by SEM in 2019 include, but are not limited to, executive management functions, accounting and bookkeeping and treasury. In 2020, services provided by SEM were administrative only. In addition, SEM provides office space, equipment and supplies to us under the administrative service agreement. For the year ended December 31, 2020, we incurred $0.5 million for these services. As of December 31, 2020, we had a prepaid balance to SEM of $0.2 million to cover upcoming rent and other expenses.

Blanco Aviation, LLC and Solaris Energy Capital, LLC

We are a party to an aircraft "dry" lease arrangement with Blanco Air Services, LLC, a company owned by William A. Zartler, for the use of certain aircrafts billed at an hourly rate. For the years ended December 31, 2020 and 2019, respectively, we incurred approximately $0.1 million and $0.2 million of general and administrative expenses that were paid on our behalf by Solaris Energy Capital, LLC, a company owned by William A. Zartler, to Blanco Aviation, LLC. As of December 31, 2020 and 2019, Solaris Energy Capital, LLC was due $0 and $0.02 million from us, respectively.

Corporate Reorganization

In connection with our corporate reorganization, we engaged in certain transactions with certain affiliates and the members of Solaris LLC. Please read "Corporation Reorganization."

Policies and Procedures for Review of Related Party Transactions

A "Related Party Transaction" is a transaction, arrangement or relationship in which we or any of our subsidiaries was, is or will be a participant, the amount of which involved exceeds $120,000, and in which any related person had, has or will have a direct or indirect material interest. A "Related Person" means:

- any person who is, or at any time during the applicable period was, one of our executive officers or one of our directors;
- any person who is known by us to be the beneficial owner of more than 5.0% of our Class A common stock;
- any immediate family member of any of the foregoing persons, which means any child, stepchild, parent, stepparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law of a director, executive officer or a beneficial owner of more than 5.0% of our Class A common stock, and any person (other than a tenant or employee) sharing the household of such director, executive officer or beneficial owner of more than 5.0% of our Class A common stock; and

- any firm, corporation or other entity in which any of the foregoing persons is a partner or principal or in a similar position or in which such person has a 10.0% or greater beneficial ownership interest.

Our Board will adopt a written related party transactions policy prior to the completion of this offering. Pursuant to this policy, our audit committee will review all material facts of all Related Party Transactions and either approve or disapprove entry into the Related Party Transaction, subject to certain limited exceptions. In determining whether to approve or disapprove entry into a Related Party Transaction, our audit committee shall take into account, among other factors, the following: (i) whether the Related Party Transaction is on terms no less favorable than terms generally available to an unaffiliated third-party under the same or similar circumstances and (ii) the extent of the Related Person's interest in the transaction. Furthermore, the policy requires that all Related Party Transactions required to be disclosed in our filings with the SEC be so disclosed in accordance with applicable laws, rules and regulations.

PRINCIPAL STOCKHOLDERS

The following table sets forth information with respect to the beneficial ownership of our Class A common stock and Class B common stock that, upon the consummation of this offering and transactions related thereto, will be owned by:

- each person known to us to beneficially own more than 5% of the outstanding shares of our Class A common stock or our Class B common stock;
- each of our named executive officers, directors and director nominees; and
- all of our executive officers and directors as a group.

This beneficial ownership information is presented after giving effect to the Reorganization and both before and after the issuance of Class A common stock in this offering (with and without the underwriters exercising their option to purchase additional Class A common stock in full). The number of shares of Class A common stock listed in the table below represents shares of Class A common stock directly owned, and assumes no exchange of Solaris LLC Units for Class A common stock. In connection with this offering, we will issue to each Class B stockholder one share of Class B common stock for each Solaris LLC Units it beneficially owns. As a result, the number of shares of Class B common stock listed in the table below correlates to the number of Solaris LLC Units each Class B stockholder will beneficially own immediately after this offering. See "Corporate Reorganization." The table does not reflect any shares of our Class A common stock that may be purchased through the directed share program, as described under "Underwriting—Directed Share Program" or issued under the 2021 Plan as described under "Executive Compensation —2021 Equity Incentive Plan."

Unless otherwise indicated below, the address of each beneficial owner listed below is c/o Aris Water Solutions, Inc., 9811 Katy Freeway, Suite 700, Houston, Texas 77024.

	Shares Beneficially Owned After the Offering if Underwriters' Option is Not Exercised[1]			Shares Beneficially Owned After the Offering if Underwriters' Option is Exercised in Full[1]		
Name or Beneficial Owner	Class A Common Stock Owned Number	Class B Common Stock Owned Number	Total Voting Power[2] %	Class A Common Stock Owned Number	Class B Common Stock Owned Number	Total Voting Power[2] %
5% Stockholders:						
COG Operating LLC[3]						
Entities associated with Trilantic Capital Management L.P.[4]						
Yorktown Energy Partners XI, L.P.[5]						
Entities associated with HBC Investments[6]						
Solaris Midstream Investment, LLC[7]						
Named Executive Officers, Directors and Director Nominees:						
William A. Zartler[8]						
Amanda M. Brock[8]						
Brenda R. Schroer						
Joseph Colonnetta						
Debra G. Coy						
W. Howard Keenan, Jr.						
Christopher Manning						
Andrew O'Brien						
Donald C. Templin						
M. Max Yzaguirre						
All executive officers, directors and director nominees as a group (10 persons)[9]						

(1) Subject to the terms of the Solaris LLC Agreement, each Existing Owner will, subject to certain limitations, have the right to cause Solaris LLC to acquire all or a portion of its Solaris LLC Units for shares of our Class A common stock at a redemption ratio of one share of Class A common stock for each Solaris LLC Unit redeemed. In connection with such acquisition, the corresponding number of shares of Class B common stock will be cancelled. See "Certain Relationships and Related Person Transactions—Solaris LLC Agreement." Pursuant to Rule 13d-3 under the Exchange Act, a person has beneficial ownership of a security as to which that person, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise has or shares voting power and/or

investment power of such security and as to which that person has the right to acquire beneficial ownership of such security within 60 days. The Company has the option to deliver cash in lieu of shares of Class A common stock upon exercise by a Solaris Unit Holder of its redemption right. As a result, beneficial ownership of Class B common stock and Solaris LLC Units is not reflected as beneficial ownership of shares of our Class A common stock for which such units and stock may be redeemed.

(2) Represents percentage of voting power of our Class A common stock and Class B common stock voting together as a single class. The Existing Owners will hold one share of Class B common stock for each Solaris LLC Unit that they own. Each share of Class B common stock has no economic rights, but entitles the holder thereof to one vote for each Solaris Unit held by such holder. Accordingly, the Existing Owners collectively have a number of votes in Aris Inc. equal to the number of Solaris LLC Units that they hold. See "Corporation Reorganization," "Description of Capital Stock—Class A Common Stock" and "—Class B Common Stock."

(3) COG Operating LLC is a wholly owned subsidiary of ConocoPhillips. The address for COG Operating LLC is One Concho Center, 600 W. Illinois Avenue, Midland, Texas 79701.

(4) Represents shares beneficially owned by Trilantic Capital Partners Associates MGP V LLC ("TCP MGP V"). TCP MGP V is the sole general partner of Trilantic Capital Partners Associates V L.P. ("TCPAV") and Trilantic Energy Partners Associates L.P. ("TEPA"). TCPAV is the sole general partner of Trilantic Capital Partners V (North America) L.P. ("Trilantic Fund V"), and TEPA is the sole general partner of Trilantic Energy Partners (North America) L.P. ("Trilantic Energy Partners"). Trilantic Capital Management L.P. ("TCM") is the investment adviser of Trilantic Fund V and Trilantic Energy Partners. TCM, TCPAV, TEPA, as well as Charles Ayres, E. Daniel James and Christopher R. Manning (collectively, the "Trilantic Partners") in their capacity as partners, members of the Board of Managers of TCP MGP V and Board of Directors of TCM, and majority owners of TCM, may be deemed to share voting and dispositive power of the voting interests in the shares beneficially owned by TCP MGP V. TCM, TCPAV, TEPA and the Trilantic Partners disclaim beneficial ownership of all shares beneficially owned by TCP MGP V. The address of each of the foregoing entities and individuals is c/o Trilantic Capital Management L.P., 399 Park Avenue, 39th Floor, New York, NY 10022.

(5) Yorktown XI Company LP is the sole general partner of Yorktown Energy Partners XI, L.P. Yorktown XI Associates LLC is the sole general partner of Yorktown XI Company LP. As a result, Yorktown XI Associates LLC may be deemed to share the power to vote or direct the vote or to dispose or direct the disposition of the securities owned by Yorktown Energy Partners XI, L.P. Yorktown XI Company LP and Yorktown XI Associates LLC disclaim beneficial ownership of the securities held by Yorktown Energy Partners XI, L.P. in excess of their pecuniary interest therein. W. Howard Keenan, Jr. is a a manager of Yorktown XI Associates LLC. Mr. Keenan disclaims beneficial ownership of the securities held by Yorktown Energy Partners XI, L.P. The address for Yorktown Energy Partners XI, L.P. is 410 Park Avenue, 20th Floor, New York, New York 10022.

(6) HBC Water Resources GP LP is the general partner of HBC Water Resources LP and HBC Water Resources II GP LP is the general partner of HBC Water Resources II LP. J. Hale Hoak and Joseph Colonnetta are the managers of the general partner of HBC Water Resources LP. J. Hale Hoak and Joseph Colonnetta are the managers of the general partner of HBC Water Resources II LP. As a result, J. Hale Hoak and Joseph Colonnetta have the power to vote and dispose of the securities held by each of HBC Water Resources LP and HBC Water Resources II LP. The address for HBC Water Resources LP and HBC Water Resources II LP is Reagan Place at Old Parkland, 3963 Maple Avenue, Suite 450, Dallas, Texas 75219.

(7) The ownership interests of William A. Zartler, Amanda M. Brock and certain of our other employees are represented, directly or indirectly, by limited liability company interests in Solaris Investment. Each member of Solaris Investment will participate in this offering pro rata, except Mr. Zartler and Ms. Brock will only participate to the extent the underwriters' option to purchase additional shares is exercised in full or in part. Solaris Investment is managed by a board of directors and William A. Zartler is the sole director. As a result, Mr. Zartler has the power to vote and dispose of the securities held by Solaris Investment. Mr. Zartler disclaims beneficial ownership of the securities held by Solaris Investment in excess of his pecuniary interests therein.

(8) Following the completion of this offering, Solaris Investment has advised us that it intends to make a pro rata distribution of all of the Solaris LLC Units and shares of our Class B common stock it receives in connection with our Corporate Reorganization on a pro rata basis to its members. In connection with such distribution, it is anticipated that Solaris Energy Capital, LLC, a company controlled by Mr. Zartler, will receive shares of Class B common stock (or shares if the underwriters exercise their option to purchase additional shares in full) and Ms. Brock will receive shares of Class B common stock (or shares if the underwriters exercise their option to purchase additional shares in full). Because such individuals expect to receive the Class B shares within 60 days of the closing of this offering, these shares have been included in the table.

(9) Does not include restricted stock units and restricted shares of our Class A common stock to be granted to certain of our executive officers and directors in connection with the consummation of this offering. See "Executive Compensation—2021 Equity Incentive Plan" and "Executive Compensation—Director Compensation."

DESCRIPTION OF CAPITAL STOCK

Upon completion of this offering, the authorized capital stock of Aris Inc. will consist of shares of Class A common stock, $0.01 par value per share, of which shares will be issued and outstanding, shares of Class B common stock, $0.01 par value per share, of which shares will be issued and outstanding and shares of preferred stock, $0.01 par value per share, of which no shares will be issued and outstanding.

The following summary of the capital stock and amended and restated certificate of incorporation and amended and restated bylaws of Aris Inc. does not purport to be complete and is qualified in its entirety by reference to the provisions of applicable law and to our amended and restated certificate of incorporation and amended and restated bylaws, which are filed as exhibits to the registration statement of which this prospectus is a part.

Class A Common Stock

Voting Rights. Holders of shares of Class A common stock are entitled to one vote per share held of record on all matters to be voted upon by the stockholders. The holders of Class A common stock do not have cumulative voting rights in the election of directors.

Dividend Rights. Holders of shares of our Class A common stock are entitled to ratably receive dividends when and if declared by our Board out of funds legally available for that purpose, subject to any statutory or contractual restrictions on the payment of dividends and to any prior rights and preferences that may be applicable to any outstanding preferred stock.

Liquidation Rights. Upon our liquidation, dissolution, distribution of assets or other winding up, the holders of Class A common stock are entitled to receive ratably the assets available for distribution to the stockholders after payment of liabilities and the liquidation preference of any of our outstanding shares of preferred stock.

Other Matters. The shares of Class A common stock have no preemptive or conversion rights and are not subject to further calls or assessment by us. There are no redemption or sinking fund provisions applicable to the Class A common stock. All outstanding shares of our Class A common stock, including the Class A common stock offered in this offering, are fully paid and non-assessable.

Class B Common Stock

Generally. In connection with the reorganization and this offering, each Existing Owner will receive one share of Class B common stock for each Solaris LLC Unit that it holds. Accordingly, each Existing Owner will have a number of votes in Aris Inc. equal to the aggregate number of Solaris LLC Units that it holds.

Voting Rights. Holders of shares of our Class B common stock are entitled to one vote per share held of record on all matters to be voted upon by the stockholders. Holders of shares of our Class A common stock and Class B common stock vote together as a single class on all matters presented to our stockholders for their vote or approval, except with respect to the amendment of certain provisions of our amended and restated certificate of incorporation that would alter or change the powers, preferences or special rights of the Class B common stock so as to affect them adversely, which amendments must be by a majority of the votes entitled to be cast by the holders of the shares affected by the amendment, voting as a separate class, or as otherwise required by applicable law.

Dividend and Liquidation Rights. Holders of our Class B common stock do not have any right to receive dividends, unless the dividend consists of shares of our Class B common stock or of rights, options, warrants or other securities convertible or exercisable into or redeemable for shares of Class B common stock paid proportionally with respect to each outstanding share of our Class B common stock and a dividend consisting of shares of Class A common stock or of rights, options, warrants or other securities convertible or exercisable into or redeemable for shares of Class A common stock on the same terms is simultaneously paid to the holders of Class A common stock. Holders of our Class B common stock do not have any right to receive a distribution upon a liquidation or winding up of Aris Inc.

Preferred Stock

Our amended and restated certificate of incorporation will authorize our Board, subject to any limitations prescribed by law, without further stockholder approval, to establish and to issue from time to time one or more classes or series of preferred stock, par value $0.01 per share, covering up to an aggregate of shares of preferred stock. Each class or series of preferred stock will have the powers, preferences, rights, qualifications, limitations and restrictions determined by the Board, which may include, among others, dividend rights, liquidation preferences, voting rights, conversion rights, preemptive rights and redemption rights. Except as provided by law or in a preferred stock designation, the holders of preferred stock will not be entitled to vote at or receive notice of any meeting of stockholders.

Anti-Takeover Effects of Provisions of Our Amended and Restated Certificate of Incorporation, Our Amended and Restated Bylaws and Delaware Law

Some provisions of Delaware law, and our amended and restated certificate of incorporation and our amended and restated bylaws will contain provisions that could make the following transactions more difficult: acquisitions of us by means of a tender offer, a proxy contest or otherwise; or removal of our incumbent officers and directors. These provisions may also have the effect of preventing changes in our management. It is possible that these provisions could make it more difficult to accomplish or could deter transactions that stockholders may otherwise consider to be in their best interest or in our best interests, including transactions that might result in a premium over the market price for our shares.

These provisions are expected to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with us. We believe that the benefits of increased protection and our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us outweigh the disadvantages of discouraging these proposals because, among other things, negotiation of these proposals could result in an improvement of their terms.

Delaware Law

We will not be subject to the provisions of Section 203 of the DGCL, regulating corporate takeovers. In general, those provisions prohibit a Delaware corporation, including those whose securities are listed for trading on the NYSE, from engaging in any business combination with any interested stockholder for a period of three years following the date that the stockholder became an interested stockholder, unless:

- the transaction is approved by the Board before the date the interested stockholder attained that status;
- upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced; or
- on or after such time the business combination is approved by the Board and authorized at a meeting of stockholders by at least two-thirds of the outstanding voting stock that is not owned by the interested stockholder.

We intend to elect in our certificate of incorporation not to be subject to Section 203. Although our certificate of incorporation will have certain provisions that generally have the same effect as Section 203, the Designated Parties, their respective affiliates and successors, and their respective direct and indirect transferees will not be subject to such provisions regardless of the percentage of stock owned by them.

Our Amended and Restated Certificate of Incorporation and Our Amended and Restated Bylaws

Provisions of our amended and restated certificate of incorporation and our amended and restated bylaws, which will become effective upon the closing of this offering, may delay or discourage transactions involving an actual or potential change in control or change in our management, including transactions in which stockholders might otherwise receive a premium for their shares, or transactions that our stockholders might otherwise deem to be in their best interests. Therefore, these provisions could adversely affect the price of our Class A common stock.

Among other things, upon the completion of this offering, our amended and restated certificate of incorporation and amended and restated bylaws will:

- establish advance notice procedures with regard to stockholder proposals relating to the nomination of candidates for election as directors or new business to be brought before meetings of our stockholders. These procedures provide that notice of stockholder proposals must be timely given in writing to our corporate secretary prior to the meeting at which the action is to be taken. Generally, to be timely, notice must be received at our principal executive offices not less than 90 days nor more than 120 days prior to the first anniversary date of the annual meeting for the preceding year. Our amended and restated bylaws specify the requirements as to form and content of all stockholders' notices. These requirements may preclude stockholders from bringing matters before the stockholders at an annual or special meeting;
- provide our Board the ability to authorize undesignated preferred stock. This ability makes it possible for our Board to issue, without stockholder approval, preferred stock with voting or other rights or preferences that could impede the success of any attempt to change control of us. These and other provisions may have the effect of deferring hostile takeovers or delaying changes in control or management of our company;
- provide that the authorized number of directors may be changed only by resolution of the Board;
- provide that all vacancies, including newly created directorships, shall, except as otherwise required by law or, if applicable, the rights of holders of a series of preferred stock, only be filled by the affirmative vote of a majority of directors then in office, even if less than a quorum;
- provide that any action required or permitted to be taken by the stockholders must be effected at a duly called annual or special meeting of stockholders and may not be effected by any consent in writing in lieu of a meeting of such stockholders, subject to the rights of the holders of any series of preferred stock with respect to such series;
- provide that certain provisions of our amended and restated certificate of incorporation and amended and restated bylaws may be amended by the affirmative vote of the holders of at least two-thirds of our then outstanding common stock entitled to vote thereon, voting together as a single class;
- provide that special meetings of our stockholders may only be called by our Board pursuant to a resolution adopted by the affirmative vote of a majority of the total number of authorized directors whether or not there exist any vacancies in previously authorized directorships;
- provide for our Board to be divided into three classes of directors, with each class as nearly equal in number as possible, serving staggered three year terms, other than directors which may be elected by holders of preferred stock, if any. This system of electing and removing directors may tend to discourage a third party from making a tender offer or otherwise attempting to obtain control of us, because it generally makes it more difficult for stockholders to replace a majority of the directors;
- provide that the affirmative vote of the holders of at least 66-2/3% of the voting power of all then outstanding common stock entitled to vote generally in the election of directors, voting together as a single class, shall be required to remove any or all of the directors from office and such removal may only be for cause; and
- provide that our amended and restated bylaws can be amended by the Board.

Corporate Opportunity

Under our amended and restated certificate of incorporation, to the extent permitted by law:

- the Designated Parties have the right to, and have no duty to abstain from, exercising such right to, conduct business with any business that is competitive or in the same line of business as us, do business with any of our clients or customers, or invest or own any interest publicly or privately in, or develop a business relationship with, any business that is competitive or in the same line of business as us;
- if the Designated Parties acquire knowledge of a potential transaction that could be a corporate opportunity, they have no duty to offer such corporate opportunity to us; and

- we have renounced any interest or expectancy in, or in being offered an opportunity to participate in, such corporate opportunities.

Forum Selection

Our amended and restated certificate of incorporation will provide that, unless we select or consent in writing to the selection of an alternative forum, all complaints asserting any internal corporate claims (defined as claims, including claims in the right of our Company: (i) that are based upon a violation of a duty by a current or former director, officer, employee, or stockholder in such capacity; or (ii) as to which the DGCL confers jurisdiction upon the Court of Chancery), to the fullest extent permitted by law, and subject to applicable jurisdictional requirements, shall be the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have, or declines to accept, subject matter jurisdiction, another state court or a federal court located within the State of Delaware). Further, unless we select or consent to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. Our choice of forum provision does not apply to suits brought to enforce any liability or duty created by the Exchange Act and investors cannot waive compliance with the federal securities laws and the rules and regulations thereunder.

Our amended and restated certificate of incorporation will also provide that any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock will be deemed to have notice of, and to have consented to, this forum selection provision. Although we believe these provisions will benefit us by providing increased consistency in the application of Delaware law for the specified types of actions and proceedings, the provisions may have the effect of discouraging lawsuits against our directors, officers, employees and agents. The enforceability of similar exclusive forum provisions in other companies' certificates of incorporation has been challenged in legal proceedings, and it is possible that, in connection with one or more actions or proceedings described above, a court could rule that this provision in our amended and restated certificate of incorporation is inapplicable or unenforceable.

Limitations on Liability and Indemnification of Officers and Directors

Our amended and restated certificate of incorporation will limit the liability of our directors for monetary damages for breach of their fiduciary duty as directors, except for liability that cannot be eliminated under the DGCL. Delaware law provides that directors of a company will not be personally liable for monetary damages for breach of their fiduciary duty as directors, except for liabilities:

- for any breach of their duty of loyalty to us or our stockholders;
- for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- for unlawful payment of dividend or unlawful stock repurchase or redemption, as provided under Section 174 of the DGCL; or
- for any transaction from which the director derived an improper personal benefit.

Any amendment, repeal or modification of these provisions will be prospective only and would not affect any limitation on liability of a director for acts or omissions that occurred prior to any such amendment, repeal or modification.

Our amended and restated bylaws will also provide that we will indemnify our directors and officers to the fullest extent permitted by Delaware law. Our amended and restated bylaws also will permit us to purchase insurance on behalf of any officer, director, employee or other agent for any liability arising out of that person's actions as our officer, director, employee or agent, regardless of whether Delaware law would permit indemnification. We intend to enter into indemnification agreements with each of our current and future directors and officers. These agreements will require us to indemnify these individuals to the fullest extent permitted under Delaware law against liability that may arise by reason of their service to us, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified. We believe that the limitation of liability provision that will be in our amended and restated certificate of incorporation and the indemnification agreements will facilitate our ability to continue to attract and retain qualified individuals to serve as directors and officers.

Registration Rights

For a description of registration rights with respect to our Class A common stock, see the information under the heading "Certain Relationships and Related Party Transactions—Registration Rights Agreement."

Transfer Agent and Registrar

The Transfer Agent and Registrar for our Class A common stock is .

Listing

We intend to apply to list our Class A common stock on the NYSE under the symbol "ARIS."

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our Class A common stock. Future sales of our Class A common stock in the public market, or the availability of such shares for sale in the public market, could adversely affect the market price of our Class A common stock prevailing from time to time. As described below, only a limited number of shares will be available for sale shortly after this offering due to contractual and legal restrictions on resale. Nevertheless, sales of a substantial number of shares of our Class A common stock in the public market after such restrictions lapse, or the perception that those sales may occur, could adversely affect the prevailing market price of our Class A common stock at such time and our ability to raise equity-related capital at a time and price we deem appropriate.

Sales of Restricted Shares

Upon the closing of this offering, we will have outstanding an aggregate of shares of Class A common stock. Of these shares, all of the shares of Class A common stock (or shares of Class A common stock if the underwriters' option to purchase additional shares is exercised) to be sold in this offering will be freely tradable without restriction or further registration under the Securities Act, unless the shares are held by any of our "affiliates" as such term is defined in Rule 144 under the Securities Act. All remaining shares of Class A common stock held by existing stockholders will be deemed "restricted securities" as such term is defined under Rule 144. The restricted securities were issued and sold by us in private transactions and are eligible for public sale only if registered under the Securities Act or if they qualify for an exemption from registration under Rule 144 or Rule 701 under the Securities Act, which rules are summarized below.

Each Existing Owner will, subject to certain limitations, have the right, pursuant to the Redemption Right, to cause Solaris LLC to acquire all or a portion of its Solaris LLC Units. Upon the exercise of the Redemption Right, Solaris LLC (or Aris Inc., if it exercises the Call Right) will acquire each such Solaris LLC Unit for one share of Class A common stock (or, if Aris Inc. or Solaris LLC, as applicable, so elects, an equivalent amount of cash). Upon consummation of this offering, the Existing Owners will hold Solaris LLC Units (Solaris LLC Units if the underwriters' option to purchase additional shares is exercised in full), all of which (together with a corresponding number of shares of our Class B common stock) will be redeemable for shares of our Class A common stock (shares if the underwriters' option to purchase additional shares is exercised in full). See "Certain Relationships and Related Party Transactions— Solaris LLC Agreement." The shares of Class A common stock we issue upon such redemptions would be "restricted securities" as defined in Rule 144 described below. However, upon the closing of this offering, we intend to enter into a registration rights agreement with certain of the Existing Owners that will require us to register under the Securities Act these shares of Class A common stock. See "Certain Relationships and Related Party Transactions—Registration Rights Agreement."

As a result of the lock-up agreements described below and the provisions of Rule 144 and Rule 701 under the Securities Act, the shares of our Class A common stock (excluding the shares to be sold in this offering) that will be available for sale in the public market are as follows:

- no shares will be eligible for sale on the date of this prospectus or prior to 180 days after the date of this prospectus; and
- shares (shares if the underwriters' option to purchase additional shares is exercised in full) will be eligible for sale upon the expiration of the lock-up agreements, beginning 180 days after the date of this prospectus when permitted under Rule 144 or Rule 701.

Lock-Up Agreements

We, all of our directors and executive officers and certain of the Existing Owners have agreed not to sell any Class A common stock for a period of 180 days from the date of this prospectus, subject to certain exceptions and extensions. See "Underwriting" for a description of these lock-up provisions.

Rule 144

In general, under Rule 144 under the Securities Act as currently in effect, a person (or persons whose shares are aggregated) who is not deemed to have been an affiliate of ours at any time during the three months preceding a sale, and who has beneficially owned restricted securities within the meaning of Rule 144 for at least

sixth months (including any period of consecutive ownership of preceding non-affiliated holders) would be entitled to sell those shares, subject only to the availability of current public information about us. A non-affiliated person (who has been unaffiliated for at least the past three months) who has beneficially owned restricted securities within the meaning of Rule 144 for at least one year would be entitled to sell those shares without regard to the provisions of Rule 144.

A person (or persons whose shares are aggregated) who is deemed to be an affiliate of ours and who has beneficially owned restricted securities within the meaning of Rule 144 for at least six months would be entitled to sell within any three-month period a number of shares that does not exceed the greater of one percent of the then outstanding shares of our Class A common stock or the average weekly trading volume of our Class A common stock reported through the NYSE during the four calendar weeks preceding the filing of notice of the sale. Such sales are also subject to certain manner of sale provisions, notice requirements and the availability of current public information about us.

Rule 701

In general, under Rule 701 under the Securities Act, any of our employees, directors, officers, consultants or advisors who purchases shares from us in connection with a compensatory stock or option plan or other written agreement before the effective date of this offering is entitled to sell such shares 90 days after the effective date of this offering in reliance on Rule 144, without having to comply with the holding period requirement of Rule 144 and, in the case of non-affiliates, without having to comply with the public information, volume limitation or notice filing provisions of Rule 144. The SEC has indicated that Rule 701 will apply to typical stock options granted by an issuer before it becomes subject to the reporting requirements of the Exchange Act, along with the shares acquired upon exercise of such options, including exercises after the date of this prospectus.

Stock Issued Under Employee Plans

We intend to file a registration statement on Form S-8 under the Securities Act to register stock issuable under our long-term incentive plan. This registration statement on Form S-8 is expected to be filed following the effective date of the registration statement of which this prospectus is a part and will be effective upon filing. Accordingly, shares registered under such registration statement will be available for sale in the open market following the effective date, unless such shares are subject to vesting restrictions with us or the lock-up restrictions described above.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS FOR NON-U.S. HOLDERS OF CLASS A COMMON STOCK

The following discussion is a summary of the material U.S. federal income tax consequences of an investment in our Class A common stock by a Non-U.S. Holder (as defined below). This discussion does not address all aspects of U.S. federal income taxation that may be relevant to particular taxpayers in light of their special circumstances (including the impact of the Medicare contribution tax on net investment income and the alternative minimum tax) or to taxpayers subject to special tax rules (including a "controlled foreign corporation," "passive foreign investment company," company that accumulates earnings to avoid U.S. federal income tax, a tax-exempt organization or a governmental organization, a financial institution, a person holding our Class A common stock as part of a hedge, straddle, or other risk reduction strategy or as part of a conversion transaction or other integrated investment, a person who holds or receives our Class A common stock pursuant to the exercise of any employee stock option or otherwise as compensation, a tax-qualified retirement plan, a "qualified foreign pension fund" as defined in Section 897(l)(2) of the Code or an entity all of the interests of which are held by qualified foreign pension funds, a broker or dealer in securities, a U.S. expatriate or a former U.S. citizen or resident).

Except as specifically provided herein, this discussion does not address any aspect of U.S. federal taxation other than U.S. federal income taxation or any aspect of state, local or foreign taxation. In addition, this discussion deals only with U.S. federal income tax consequences to a Non-U.S. Holder that acquires our Class A common stock in this offering and holds our Class A common stock as a capital asset.

This summary is based on current U.S. federal income tax law, which is subject to change, possibly with retroactive effect. There can be no assurance the IRS or a court will not take a contrary position to that discussed below regarding the tax consequences of the purchase, ownership, and disposition of our Class A common stock.

A "Non-U.S. Holder" is a beneficial owner of our Class A common stock that is an individual, corporation, trust or estate that is not, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized in or under the laws of the United States or any State thereof (including the District of Columbia);
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, the administration of which is subject to the primary supervision of a court within the United States and for which one or more U.S. persons have the authority to control all substantial decisions, or that has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

If a partnership holds our Class A common stock, the U.S. federal income tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. Partnerships holding our Class A common stock and partners in such partnerships should consult their tax advisors concerning the U.S. federal income and other tax consequences of investing in our Class A common stock.

This summary is included herein as general information only. Accordingly, each prospective purchaser of our Class A common stock is urged to consult its tax advisor with respect to U.S. federal, state, local and non-U.S. income and other tax consequences of holding and disposing of our Class A common stock.

If you are considering the purchase of our Class A common stock, you should consult your own tax advisors concerning the particular United States federal, state and local income tax consequences to you of the ownership of the Class A common stock, as well as the consequences to you arising under the laws of any other taxing jurisdiction.

Distributions

The distributions of cash or property that we make with regard to our Class A common stock (other than certain pro rata distributions of our stock) will be treated as dividends to the extent paid out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles). Dividends paid to a Non-U.S. Holder of our Class A common stock that are not effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States will generally be subject to withholding of U.S. federal

income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty, provided the Non-U.S. Holder furnishes a valid IRS Form W-8BEN or W-8BEN-E (or other applicable documentation) certifying qualification for the lower treaty rate. These certifications must be provided to the applicable withholding agent prior to the payment of dividends and must be updated periodically. If the amount of a distribution exceeds our current or accumulated earnings and profits, such excess first will be treated as a tax-free return of capital to the extent of a Non-U.S. Holder's tax basis in its shares of our Class A common stock, and thereafter will be treated as capital gain from the sale or exchange of the Non-U.S. Holder's shares of Class A common stock. A Non-U.S. Holder that does not timely furnish the required documentation, but is eligible for a reduced rate of withholding tax under an income tax treaty may obtain a refund or credit of any excess amounts withheld by filing an appropriate claim for refund with the IRS. Non-U.S. Holders should consult their tax advisors regarding their entitlement to benefits under an applicable income tax treaty and the manner of claiming the benefits of such treaty.

Dividends that are effectively connected with a Non-U.S. Holder's conduct of a trade or business within the United States and, if such Non-U.S. Holder is entitled to claim treaty benefits (and the Non-U.S. Holder complies with applicable certification and other requirements), that are attributable to a permanent establishment (or, for an individual, a fixed base) maintained by such Non-U.S. Holder within the United States are not subject to the withholding tax described above but instead are subject to U.S. federal income tax on a net income basis at applicable graduated U.S. federal income tax rates. In order for its effectively connected dividends to be exempt from the withholding tax described above, a Non-U.S. Holder will be required to provide a properly executed IRS Form W-8ECI, certifying that the dividends are effectively connected with the Non-U.S. Holder's conduct of a trade or business within the United States. Dividends received by a Non-U.S. Holder that is a corporation that are effectively connected with its conduct of a trade or business within the United States may be subject to an additional branch profits tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty.

Sale or Disposition of Common Stock

A Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on any gain recognized upon the sale, exchange or other taxable disposition of shares of our Class A common stock, unless (i) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business within the United States and, if the Non-U.S. Holder is entitled to claim treaty benefits (and the Non-U.S. Holder complies with applicable certification and other requirements), is attributable to a permanent establishment maintained by the Non-U.S. Holder within the United States; (ii) such Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of disposition and certain other conditions are met; or (iii) we are or have been a "United States real property holding corporation" for U.S. federal income tax purposes at any time within the shorter of the five-year period ending on the date of disposition or the period that such Non-U.S. Holder held shares of our Class A common stock (the "applicable period").

We believe that we may be, currently are, or will remain, a United States real property holding corporation. If we are a United States real property holding corporation at any time during the applicable period, however, any gain recognized on a disposition of our Class A common stock by a Non-U.S. Holder that did not own (directly, indirectly or constructively) more than 5% of our Class A common stock during the applicable period would not be subject to U.S. federal income tax, provided that our Class A common stock is "regularly traded on an established securities market" (within the meaning of Section 897(c)(3) of the Code). If our Class A common stock is not regularly traded on an established securities market, a purchaser of the stock generally would be required to withhold and remit to the IRS 15% of the purchase price. In addition, a Non-U.S. Holder would be required to file a U.S. federal income tax return for any taxable year in which it realizes a gain from the disposition of our Class A common stock that is subject to U.S. federal income tax.

An individual Non-U.S. Holder who is subject to U.S. federal income tax because the Non-U.S. Holder was present in the United States for 183 days or more during the year of disposition and meets certain other conditions is taxed on its gains (including gains from the disposition of our common stock and net of applicable U.S. source losses from dispositions of other capital assets recognized during the year) at a flat rate of 30% or such lower rate as may be specified by an applicable income tax treaty. A Non-U.S. Holder for whom gain recognized on the disposition of our common stock is effectively connected with the conduct by such Non-U.S. Holder of a trade or business within the United States and, if the Non-U.S. Holder is entitled to claim treaty benefits (and the Non-U.S. Holder complies with applicable certification and other requirements), is

attributable to a permanent establishment maintained by the Non-U.S. Holder within the United States generally will be taxed on any such gain on a net income basis at applicable graduated U.S. federal income tax rates and, in the case of a Non-U.S. Holder that is a foreign corporation, the branch profits tax discussed above generally may also apply.

Information Reporting Requirements and Backup Withholding

The amount of dividends or proceeds paid to a Non-U.S. Holder, the name and address of the Non-U.S. Holder and the amount of tax, if any, withheld generally will be reported to the IRS. Copies of these information returns may also be made available under the provisions of a specific treaty or agreement to the tax authorities of the country in which the Non-U.S. Holder resides. A Non-U.S. Holder generally will be required to provide proper certification (usually on a Form W-8BEN or Form W-8BEN-E, as applicable) to establish that the Non-U.S. Holder is not a U.S. person or otherwise qualifies for an exemption in order to avoid backup withholding tax with respect to our payment of dividends on, or the proceeds from the disposition of, our Class A common stock. Any amounts withheld under the backup withholding rules will be allowed as a refund or a credit against that Non-U.S. Holder's U.S. federal income tax liability provided the required information is timely furnished to the IRS. Each Non-U.S. Holder should consult its tax advisor regarding the application of the information reporting rules and backup withholding to it.

Additional Withholding Tax on Payments Made to Foreign Accounts

Withholding taxes may be imposed under Sections 1471 to 1474 of the Code, the Treasury Regulations promulgated hereunder and other official guidance (commonly referred to as "FATCA") on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on dividends on, or (subject to the proposed Treasury Regulations discussed below) gross proceeds from the sale or other disposition of, our Class A common stock paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Code), unless (1) the foreign financial institution undertakes certain diligence, reporting and withholding obligations, (2) the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Code) or furnishes identifying information regarding each substantial United States owner, or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence, reporting and withholding requirements in (1) above, it must enter into an agreement with the U.S. Department of the Treasury requiring, among other things, that it undertake to identify accounts held by certain "specified United States persons" or "United States-owned foreign entities" (each as defined in the Code), annually report certain information about such accounts, and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. Accordingly, the entity through which our Class A common stock is held will affect the determination of whether such withholding is required. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules. Future Treasury Regulations or other official guidance may modify these requirements. Under the applicable Treasury Regulations and administrative guidance, withholding under FATCA generally applies to payments of dividends on our Class A common stock. Under proposed regulations, the preamble to which states that taxpayers may rely on the proposed regulations until final regulations are issued, this withholding tax will not apply to the gross proceeds from the sale, exchange, redemption or other taxable disposition of our Class A common stock. If FATCA withholding is imposed, a beneficial owner that is not a foreign financial institution generally may obtain a refund of any amounts withheld by filing a U.S. federal income tax return (which may entail significant administrative burden). You should consult your tax advisor regarding the effects of FATCA on your investment in our common stock.

UNDERWRITING

Under the terms and subject to the conditions contained in an underwriting agreement dated , 2021, we have agreed to sell to the underwriters named below, for whom Goldman Sachs & Co. LLC and Citigroup Global Markets Inc. are acting as representatives, the following respective numbers of shares of Class A common stock:

Underwriter	Number of Shares
Goldman Sachs & Co. LLC	
Citigroup Global Markets Inc.	
J.P. Morgan Securities LLC	
Wells Fargo Securities, LLC	
Barclays Capital Inc.	
Evercore Group L.L.C.	
Capital One Securities, Inc.	
Johnson Rice & Company L.L.C.	
Raymond James & Associates, Inc.	
Stifel, Nicolaus & Company, Incorporated	
USCA Securities LLC	
Total	

The underwriting agreement provides that the underwriters are obligated to purchase all the shares of Class A common stock in the offering if any are purchased, other than those shares covered by the option described below. The underwriting agreement also provides that if an underwriter defaults the purchase commitments of non-defaulting underwriters may be increased or the offering may be terminated.

We have granted the underwriters a 30-day option to purchase up to additional shares at the initial public offering price less the underwriting discounts and commissions.

The underwriters propose to offer the shares of Class A common stock initially at the initial public offering price on the cover page of this prospectus less a selling concession of $ per share. The underwriters may allow a discount of $ per share on sales to other broker/dealers. After the initial offering of the shares of Class A common stock, the underwriters may change the initial public offering price and concession and discount to broker/dealers. The offering of the shares by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

The following table summarizes the compensation and estimated expenses that we will pay:

	Per Share		Total	
	Without Option	With Option	Without Option	With Option
Underwriting discounts and commissions paid by us	$	$	$	$
Proceeds, before expenses, to us	$	$	$	$

We estimate that our out-of-pocket expenses for this offering will be approximately $ million. We have also agreed to reimburse the underwriters for certain of their expenses in an amount up to $ as set forth in the underwriting agreement. The underwriters have agreed to reimburse the issuer for certain expenses in connection with the offering.

In connection with this offering, we agreed that, subject to certain exceptions, we will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, or file with the SEC a registration statement under the Securities Act relating to, any shares of our common stock or securities convertible into or exchangeable or exercisable for any shares of our Class A common stock, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing, without the prior written consent of Goldman Sachs & Co. LLC and Citigroup Global Markets Inc. for a period of 180 days after the date of this prospectus.

Each of our officers and directors have agreed in connection with this offering that they will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any shares of our common stock or securities convertible into or exchangeable or exercisable for any shares of our Class A common stock, enter into

a transaction that would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of our Class A common stock, whether any of these transactions are to be settled by delivery of our Class A common stock or other securities, in cash or otherwise, or publicly disclose the intention to make any offer, sale, pledge or disposition, or to enter into any transaction, swap, hedge or other arrangement, without, in each case, the prior written consent of Goldman Sachs & Co. LLC and Citigroup Global Markets Inc. for a period of 180 days after the date of this prospectus.

Goldman Sachs & Co. LLC and Citigroup Global Markets Inc., in their sole discretion and subject to applicable requirements, may release the common stock and other securities subject to the lock-up agreements described above in whole or in part at any time. When determining whether or not to release the common stock and other securities from lock-up agreements, Goldman Sachs & Co. LLC and Citigroup Global Markets Inc. will consider, among other factors, the holder's reasons for requesting the release and the number of shares of common stock or other securities for which the release is being requested.

We have agreed to indemnify the underwriters against liabilities under the Securities Act, or contribute to payments that the underwriters may be required to make in that respect.

We intend to apply for listing of our Class A common stock on the NYSE under the symbol "ARIS." In order to meet one of the requirements for listing the Class A common stock on the NYSE, the underwriters will undertake to sell lots of 100 or more shares to a minimum of 400 beneficial owners.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have from time to time performed, and may in the future perform, various financial advisory, commercial banking and investment banking services for us and for our affiliates in the ordinary course of business for which they have received and would receive customary compensation. Certain of the underwriters and their respective affiliates are agents and/or lenders under the Restated Credit Agreement. If Solaris LLC uses proceeds of this offering to repay amounts under the Restated Credit Agreement, such underwriters and their respective affiliates may receive a portion of the proceeds from this offering.

In the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investments and securities activities may involve securities and/or instruments of the issuer. The underwriters and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

In connection with the offering the underwriters may engage in stabilizing transactions, over-allotment transactions, syndicate covering transactions, penalty bids and passive market making in accordance with Regulation M under the Exchange Act.

- Stabilizing transactions permit bids to purchase the underlying security so long as the stabilizing bids do not exceed a specified maximum.
- Over-allotment involves sales by the underwriters of shares in excess of the number of shares the underwriters are obligated to purchase, which creates a syndicate short position. The short position may be either a covered short position or a naked short position. In a covered short position, the number of shares over-allotted by the underwriters is not greater than the number of shares that they may purchase in their option to purchase additional shares. In a naked short position, the number of shares involved is greater than the number of shares in their option to purchase additional shares. The underwriters may close out any covered short position by either exercising their option to purchase additional shares and/or purchasing shares in the open market.
- Syndicate covering transactions involve purchases of the Class A common stock in the open market after the distribution has been completed in order to cover syndicate short positions. In determining the source of shares to close out the short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the option to purchase additional shares. If the underwriters sell more shares than could be covered

by the option to purchase additional shares, a naked short position, the position can only be closed out by buying shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there could be downward pressure on the price of the shares in the open market after pricing that could adversely affect investors who purchase in the offering.

- Penalty bids permit the representatives to reclaim a selling concession from a syndicate member when the Class A common stock originally sold by the syndicate member is purchased in a stabilizing or syndicate covering transaction to cover syndicate short positions.
- In passive market making, market makers in the Class A common stock who are underwriters or prospective underwriters may, subject to limitations, make bids for or purchases of our Class A common stock until the time, if any, at which a stabilizing bid is made.

These stabilizing transactions, syndicate covering transactions and penalty bids may have the effect of raising or maintaining the market price of our Class A common stock or preventing or retarding a decline in the market price of the Class A common stock. As a result the price of our Class A common stock may be higher than the price that might otherwise exist in the open market. These transactions may be effected on the NYSE or otherwise and, if commenced, may be discontinued at any time.

A prospectus in electronic format may be made available on the websites maintained by one or more of the underwriters and one or more of the underwriters participating in this offering may distribute prospectuses electronically.

Directed Share Program

At our request, the underwriters have reserved for sale, at the initial public offering price, up to 5% of the shares of our Class A common stock offered by this prospectus (excluding the shares of Class A common stock that may be issued upon the underwriters' exercise of their option to purchase additional shares) to individuals, including our officers, directors and employees, as well as friends and family members of our officers and directors. The sales of shares of our Class A common stock will be made by Raymond James & Associates, Inc. The number of shares of our Class A common stock available for sale to the general public, referred to as the general public shares, will be reduced to the extent that these persons purchase all or a portion of the reserved shares. Any reserved shares not so purchased will be offered by the underwriters to the general public on the same basis as the other shares offered by this prospectus. Likewise, to the extent demand by these persons exceeds the number of shares reserved for sale in the program, and there are remaining shares available for sale to these persons after the general public shares have first been offered for sale to the general public, then such remaining shares may be sold to these persons at the discretion of the underwriters. We have agreed to indemnify the underwriters against certain liabilities and expenses, including liabilities under the Securities Act, in connection with sales of the directed shares.

Selling Restrictions

European Economic Area

In relation to each Member State of the European Economic Area (each a “Member State”), no shares of Class A common stock (“Shares”) have been offered or will be offered pursuant to the offering to the public in that Member State prior to the publication of a prospectus in relation to our Shares which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, all in accordance with the Prospectus Regulation, except that offers of Shares may be made to the public in that Member State at any time under the following exemptions under the Prospectus Regulation:

(a) to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(b) by the underwriters to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior written consent of the representatives for any such offer; or

(c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Shares shall result in a requirement for us or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

Each person in a Member State who initially acquires any Shares or to whom any offer is made will be deemed to have represented, acknowledged and agreed with us and the representatives that it is a qualified investor within the meaning of the Prospectus Regulation.

In the case of any Shares being offered to a financial intermediary as that term is used in Article 5(1) of the Prospectus Regulation, each such financial intermediary will be deemed to have represented, acknowledged and agreed that the Shares acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer to the public other than their offer or resale in a Member State to qualified investors, in circumstances in which the prior written consent of the representatives has been obtained to each such proposed offer or resale.

We, the underwriters and their affiliates will rely upon the truth and accuracy of the foregoing representations, acknowledgments and agreements.

For the purposes of this provision, the expression an "offer to the public" in relation to any Shares in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any Shares to be offered so as to enable an investor to decide to purchase or subscribe for our Shares, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129.

United Kingdom

No Shares have been offered or will be offered pursuant to the offering to the public in the United Kingdom prior to the publication of a prospectus in relation to the Shares which has been approved by the Financial Conduct Authority, except that the Shares may be offered to the public in the United Kingdom at any time:

(a) to any legal entity which is a qualified investor as defined under Article 2 of the UK Prospectus Regulation;

(b) to fewer than 150 natural or legal persons (other than qualified investors as defined under Article 2 of the UK Prospectus Regulation), subject to obtaining the prior consent of the representatives for any such offer; or

(c) in any other circumstances falling within Section 86 of the FSMA,

provided that no such offer of the Shares shall require the us or any underwriter to publish a prospectus pursuant to Section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation. For the purposes of this provision, the expression an "offer to the public" in relation to the Shares in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and any Shares to be offered so as to enable an investor to decide to purchase or subscribe for any Shares and the expression "UK Prospectus Regulation" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018. (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (FSMA)) received by it in connection with the issue or sale of our Shares in circumstances in which Section 21(1) of the FSMA does not apply to the company.

Canada

The securities may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are "accredited investors," as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are "permitted clients," as defined in National Instrument 31-103 Registration Requirements, Exemptions, and Ongoing Registrant Obligations. Any resale of the securities must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation,

provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Hong Kong

The shares may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) (the "Companies (Winding Up and Miscellaneous Provisions) Ordinance") or which do not constitute an invitation to the public within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (the "Securities and Futures Ordinance"), (ii) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made thereunder, or (iii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance, and no advertisement, invitation or document relating to the shares may be issued or may be in the possession of any person for the purpose of issue (in each case whether in Hong Kong or elsewhere), which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" in Hong Kong as defined in the Securities and Futures Ordinance and any rules made thereunder.

Singapore

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the shares may not be circulated or distributed, nor may the shares be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined under Section 4A of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA")) under Section 274 of the SFA, (ii) to a "relevant person" (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to conditions set forth in the SFA.

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is a corporation (which is not an "accredited investor" (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor, the "securities" (as defined in Section 239(1) of the SFA) of that corporation shall not be transferable for six months after that corporation has acquired the shares under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a "relevant person" (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer in that corporation's securities pursuant to Section 275(1A) of the SFA, (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore ("Regulation 32"). Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is a trust (where the trustee is not an "accredited investor" (as defined in Section 4A of the SFA)) whose sole purpose is to hold investments and each beneficiary of the trust is an accredited investor, the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable for six months after that trust has acquired the shares under Section 275 of the SFA except: (1) to an institutional investor under Section 274 of the SFA or to a "relevant person" (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer that is made on terms that such rights or interest are acquired at a consideration of

not less than S$200,000 (or its equivalent in a foreign currency) for each transaction (whether such amount is to be paid for in cash or by exchange of securities or other assets), (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) as specified in Regulation 32.

Japan

The securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended) (the "FIEA"). The securities may not be offered or sold, directly or indirectly, in Japan or to or for the benefit of any resident of Japan (including any person resident in Japan or any corporation or other entity organized under the laws of Japan) or to others for reoffering or resale, directly or indirectly, in Japan or to or for the benefit of any resident of Japan, except pursuant to an exemption from the registration requirements of the FIEA and otherwise in compliance with any relevant laws and regulations of Japan.

Switzerland

We have not and will not register with the Swiss Financial Market Supervisory Authority ("FINMA") as a foreign collective investment scheme pursuant to Article 119 of the Federal Act on Collective Investment Scheme of 23 June 2006, as amended ("CISA"), and accordingly the securities being offered pursuant to this prospectus have not and will not be approved, and may not be licenseable, with FINMA. Therefore, the securities have not been authorized for distribution by FINMA as a foreign collective investment scheme pursuant to Article 119 CISA and the securities offered hereby may not be offered to the public (as this term is defined in Article 3 CISA) in or from Switzerland. The securities may solely be offered to "qualified investors," as this term is defined in Article 10 CISA, and in the circumstances set out in Article 3 of the Ordinance on Collective Investment Scheme of 22 November 2006, as amended ("CISO"), such that there is no public offer. Investors, however, do not benefit from protection under CISA or CISO or supervision by FINMA. This prospectus and any other materials relating to the securities are strictly personal and confidential to each offeree and do not constitute an offer to any other person. This prospectus may only be used by those qualified investors to whom it has been handed out in connection with the offer described herein and may neither directly or indirectly be distributed or made available to any person or entity other than its recipients. It may not be used in connection with any other offer and shall in particular not be copied and/or distributed to the public in Switzerland or from Switzerland. This prospectus does not constitute an issue prospectus as that term is understood pursuant to Article 652a and/or 1156 of the Swiss Federal Code of Obligations. We have not applied for a listing of the securities on the SIX Swiss Exchange or any other regulated securities market in Switzerland, and consequently, the information presented in this prospectus does not necessarily comply with the information standards set out in the listing rules of the SIX Swiss Exchange and corresponding prospectus schemes annexed to the listing rules of the SIX Swiss Exchange.

Dubai International Financial Centre

This prospectus relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority (the "DFSA"). This prospectus is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth herein and has no responsibility for the prospectus. The shares to which this prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the shares offered should conduct their own due diligence on the shares. If you do not understand the contents of this prospectus, you should consult an authorized financial advisor.

Australia

No placement document, prospectus, product disclosure statement, or other disclosure document has been lodged with the Australian Securities and Investments Commission in relation to the offering. This prospectus does not constitute a prospectus, product disclosure statement, or other disclosure document under the Corporations Act 2001 (the "Corporations Act"), and does not purport to include the information required for a prospectus, product disclosure statement, or other disclosure document under the Corporations Act.

Any offer in Australia of the shares may only be made to persons (the "Exempt Investors") who are "sophisticated investors" (within the meaning of section 708(8) of the Corporations Act), "professional investors" (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the shares without disclosure to investors under Chapter 6D of the Corporations Act.

The shares applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring shares must observe such Australian on-sale restrictions.

This prospectus contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus is appropriate to their needs, objectives, and circumstances, and, if necessary, seek expert advice on those matters.

LEGAL MATTERS

The validity of the shares of Class A common stock offered by this prospectus will be passed upon for us by Gibson, Dunn & Crutcher LLP, Houston, Texas. Certain legal matters in connection with this offering will be passed upon for the underwriters by Latham & Watkins LLP, Austin, Texas.

EXPERTS

The consolidated financial statements of Solaris Midstream Holdings, LLC as of December 31, 2020 and 2019 and for each of the two years in the period ended December 31, 2020 included in this prospectus and in the Registration Statement have been so included in reliance on the report of BDO USA, LLP, an independent registered public accounting firm, appearing elsewhere herein and in the Registration Statement, given on the authority of said firm as experts in auditing and accounting.

The balance sheet of Aris Water Solutions, Inc. as of June 30, 2021, included in this prospectus and in the Registration Statement has been included in reliance on the report of BDO USA, LLP, an independent registered public accounting firm, appearing elsewhere herein and in the Registration Statement, given on the authority of said firm as experts in accounting and auditing.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act relating to the shares of our Class A common stock offered by this prospectus. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement or the exhibits and schedules thereto. For more information regarding us and the shares of our Class A common stock offered by this prospectus, we refer you to the full registration statement, including the exhibits and schedules filed therewith. This prospectus summarizes certain provisions of certain contracts and other documents filed as exhibits to which we refer you. Because the summaries may not contain all of the information that you may find important, you should review the full text of those documents.

The SEC maintains a website at *www.sec.gov* that contains reports, information statements and other information regarding issuers that file electronically with the SEC. Our registration statement, of which this prospectus constitutes a part, can be downloaded from the SEC's website. As a result of the offering, we will become subject to the reporting requirements of the Exchange Act and will file with or furnish to the SEC periodic reports and other information. We intend to furnish or make available to our stockholders annual reports containing our audited financial statements prepared in accordance with GAAP. We also intend to furnish or make available to our stockholders quarterly reports containing our unaudited interim financial information, for the first three fiscal quarters of each fiscal year. Our website is located at *www.ariswater.com*. Following the completion of this offering, we intend to make our periodic reports and other information filed with or furnished to the SEC available, free of charge, through our website, as soon as reasonably practicable after those reports and other information are electronically filed with or furnished to the SEC. Information contained on our website or linked therein or otherwise connected thereto does not constitute part of nor is it incorporated by reference into this prospectus or the registration statement of which this prospectus forms a part.

GLOSSARY OF TERMS

The terms and abbreviations defined in this section are used throughout this prospectus:

AMI. Area of mutual interest.

BGEPA. The Bald and Golden Eagle Protection Act.

BLM. Bureau of Land Management.

bwpd. Barrels of water per day. A unit of measurement for the daily volume of produced water.

CAA. The United States Clean Air Act.

CERCLA. The federal Comprehensive Environmental Response, Compensation and Liability Act, also known as the "Superfund law."

Code. The Internal Revenue Code of 1986, as amended.

COVID-19. The infectious novel coronavirus disease caused by the "severe acute respiratory syndrome coronavirus 2" (SARS-CoV-2) virus.

CWA. The Federal Water Pollution Control Act, also known as the Clean Water Act.

Delaware Basin. A geologic depositional and structural basin in West Texas and southern New Mexico, which isa part of the Permian Basin.

E&P. Exploration and production.

EPA. The United States Environmental Protection Agency.

ERISA. The Employee Retirement Income Security Act of 1974, as amended.

ESA. The Endangered Species Act.

ESG. Environmental, social and governance.

FCA. Financial Conduct Authority of the United Kingdom.

GAAP. Accounting principles generally accepted in the Unites States of America.

GHG. Greenhouse Gas.

HZ. Horizontal wells.

IRS. The Internal Revenue Service.

kbwpd. One thousand barrels of water per day.

KPI. Key performance indicator.

LIBOR. London Inter-bank Offered Rate.

Midland Basin. A geologic depositional and structural basin in West Texas and southern New Mexico, which isa part of the Permian Basin (please read below).

MBTA. The federal Migratory Bird Treaty Act.

mmbw. One million barrels of water.

MVC. Minimum volume commitment.

NAAQS. National Ambient Air Quality Standard.

NORM. Naturally occurring radioactive materials.

NWP. Nationwide permit.

OPEC. The Organization of the Petroleum Exporting Countries.

OSHA. The United States Occupational Safety and Health Administration.

Permian Basin. A large sedimentary basin located in West Texas and southeastern New Mexico.

PTCE. Prohibited transaction class exemptions.

RCRA. The federal Resource Conservation and Recovery Act.

SDWA. The federal Safe Drinking Water Act.

Sarbanes-Oxley Act. The Sarbanes-Oxley Act of 2002.

SEC. The United States Securities and Exchange Commission.

TRC. The Texas Railroad Commission.

TSCA. The Toxic Substances Control Act.

UIC. Underground Injection Control.

WTI. West Texas Intermediate, a crude oil pricing index reference.

INDEX TO FINANCIAL STATEMENTS

ARIS WATER SOLUTIONS, INC.
UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Introduction

Aris Water Solutions, Inc. (the "Company" or "Aris Inc.") was formed in May 2021 by Solaris Midstream Holdings, LLC ("Solaris LLC") and does not have historical financial operating results. For purposes of this prospectus, our accounting predecessor is Solaris LLC, which was formed in November 2015.

The following unaudited pro forma condensed consolidated financial statements reflect the historical consolidated results of Solaris LLC, on a pro forma basis to give effect to the following transactions, which are described in further detail below, as if they had occurred on June 30, 2021, for unaudited pro forma balance sheet purposes, and on January 1, 2020, for unaudited pro forma statement of operations purposes:

- the contemplated transactions described under "Corporate Reorganization" elsewhere in this prospectus;
- the initial public offering of shares of Class A common stock and the use of the net proceeds therefrom as described in "Use of Proceeds" (the "Offering"). The net proceeds from the sale of the Class A common stock are expected to be $ million (based on an assumed initial offering price of $, the midpoint of the range set forth on the cover of this prospectus), net of underwriting discounts of approximately $ million and other offering costs of $ million; and
- a provision for corporate income taxes at an effective rate of % for the year ended December 31, 2020 and the six months ended June 30, 2021, inclusive of all U.S. federal, state and local income taxes

The unaudited pro forma consolidated balance sheet of the Company is based on the historical consolidated balance sheet of Solaris LLC as of June 30, 2021 and includes pro forma adjustments to give effect to the described transactions as if they had occurred on June 30, 2021.

The unaudited pro forma consolidated statement of operations of the Company are based on the audited historical consolidated statement of operations of Solaris LLC for the year ended December 31, 2020 and the unaudited interim condensed consolidated statement of operations of Solaris LLC for the six months ended June 30, 2021, having been adjusted to give effect to the described transactions as if they occurred on January 1, 2020.

The unaudited pro forma consolidated financial statements have been prepared on the basis that the Company will be taxed as a corporation under the Internal Revenue Code of 1986, as amended, and as a result, will become a tax-paying entity subject to U.S. federal and state income taxes, and should be read in conjunction with "Corporate Reorganization," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Certain Relationships and Related Party Transactions—Tax Receivable Agreement" and with the audited historical consolidated financial statements and related notes of Solaris LLC and the unaudited interim condensed consolidated statement of operations of Solaris LLC, each included elsewhere in this prospectus.

The pro forma data presented reflect events directly attributable to the described transactions and certain assumptions the Company believes are reasonable. The pro forma data are not necessarily indicative of financial results that would have been attained had the described transactions occurred on the dates indicated above or which could be achieved in the future because they necessarily exclude various operating expenses, such as incremental general and administrative expenses associated with being a public company. The adjustments are based on currently available information and certain estimates and assumptions. Therefore, the actual adjustments may differ from the pro forma adjustments. However, management believes that the assumptions provide a reasonable basis for presenting the significant effects of the transactions as contemplated and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied in the unaudited pro forma condensed consolidated financial statements.

Aris Water Solutions, Inc.
Unaudited Pro Forma Condensed Consolidated Balance Sheet
as of June 30, 2021

	Historical Solaris Midstream Holdings, LLC	Pro Forma Adjustments		Pro Forma Aris Water Solutions, Inc.
Assets				
Cash and Cash Equivalents	$ 31,123	$	(a)	$
Accounts Receivable, Net	25,928			
Accounts Receivable from Affiliate	18,346			
Other Receivables	3,278			
Prepaids, Deposits and Other Current Assets	2,149			
Total Current Assets	80,824			
Fixed Assets				
Property, Plant and Equipment	706,806			
Accumulated Depreciation	(56,826)			
Total Property, Plant and Equipment, Net	649,980			
Intangibles, Net	321,233			
Goodwill	34,585			
Deferred Tax Assets, Net	—		(b)	
Other Assets	2,140			
Total Assets	$ 1,088,762	$		$
Liabilities, Mezzanine Equity and Members' Equity				
Accounts Payable	$ 10,414	$		$
Payables to Affiliate	1,693			
Accrued and Other Current Liabilities	37,259			
Total Current Liabilities	49,366			
Asset Retirement Obligation	5,629			
Long-Term Debt, Net of Debt Issuance Costs	391,115			
Deferred Revenue Liability and Other Long-Term liabilities	1,335			
Payable related to parties pursuant to tax receivable agreements	—		(b)	
Total Liabilities	447,445			
Commitment and Contingencies	—			
Members' Equity	641,317		(c)	
Shareholders' Equity:				
Class A common stock	—		(c)	
Class B common stock	—		(c)	
Additional Paid-In Capital	—		(c)(d)	
Total Stockholders' Equity attributable to Aris Water Solutions, Inc. and Member's Equity	641,317			
Non-Controlling Interest	—		(c)(e)	
Total Liabilities and Stockholders' Equity	$ 1,088,762	$		$

The accompanying notes are an integral part of these Unaudited Pro Forma Condensed Consolidated Financial Statements.

Aris Water Solutions, Inc.
Unaudited Pro Forma Condensed Consolidated Statement of Operations for the Six Months Ended June 30, 2021

	Historical Solaris Midstream Holdings, LLC	Pro Forma Adjustments		Pro Forma Aris Water Solutions, Inc.
Statement of Operations Data				
Revenue				
Produced Water Handling	$ 85,810			
Water Solutions	16,963			
Total Revenue	**102,773**			
Cost of Revenues				
Direct Operating Costs	43,206			
Depreciation, Amortization and Accretion	30,172			
Total Cost of Revenue	**73,378**			
Operating Costs and Expenses				
General and Administrative	10,012			
Loss on Disposal of Asset, Net	217			
Transaction Costs	77			
Abandoned Projects	1,356			
Total Operating Expenses	**11,662**			
Operating Income	**17,733**			
Other Expense				
Interest Expense, Net	9,975			
Loss on Debt Modification	380			
Total Other Expense	**10,355**			
Income Before Taxes	**7,378**			
Income Taxes	2		(f)	
Net Income	**7,376**			
Equity Accretion and Dividend Related to Redeemable Preferred Units	21		(g)	
Net Income Attributable to Members' Equity	**$ 7,397**			
Less: Net Income Attributable to Non-Controlling Interest			(h)	
Net Income Attributable to Stockholders	**$ 7,397**			
Net Income Per Common Share (i)				
Basic and Diluted				$
Weighted Average Common Shares Outstanding (i)				
Basic and Diluted				

The accompanying notes are an integral part of these Unaudited Pro Forma Condensed Consolidated Financial Statements.

Aris Water Solutions, Inc.
Unaudited Pro Forma Condensed Consolidated Statement of Operations for the Year Ended December 31, 2020

	Historical Solaris Midstream Holdings, LLC	Pro Forma Adjustments		Pro Forma Aris Water Solutions, Inc.
Statement of Operations Data				
Revenue				
Produced Water Handling	$ 141,659			
Water Solutions	29,813			
Total Revenue	**171,472**			
Cost of Revenues				
Direct Operating Costs	95,431			
Depreciation, Amortization and Accretion	44,027			
Total Cost of Revenue	**139,458**			
Operating Costs and Expenses				
General and Administrative	18,663			
Loss on Disposal of Asset, Net	133			
Transaction Costs	3,389			
Abandoned Projects	2,125			
Total Operating Expenses	**24,310**			
Operating Income	**7,704**			
Other Expense				
Interest Expense, Net	7,674			
Loss on Debt Modification	—			
Total Other Expense	**7,674**			
Income Before Taxes	**30**			
Income Taxes	23		(f)	
Net Income (Loss)	**7**			
Equity Accretion and Dividend Related to Redeemable Preferred Units	(4,335)		(g)	
Net Loss Attributable to Members' Equity	**$ (4,328)**			
Less: Net Loss Attributable to Non-Controlling Interest			(h)	
Net Loss Attributable to Stockholders	**$ (4,328)**			
Net Income Per Common Share (i)				
Basic and Diluted				$
Weighted Average Common Shares Outstanding (i)				
Basic and Diluted				

The accompanying notes are an integral part of these Unaudited Pro Forma Condensed Consolidated Financial Statements.

ARIS WATER SOLUTIONS, INC.
NOTES TO UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

PRO FORMA ADJUSTMENTS AND ASSUMPTIONS

The Company made the following adjustments and assumptions in the preparation of the unaudited pro forma consolidated balance sheet:

(a) Reflects estimated gross proceeds of $ million from the issuance and sale of shares of Class A common stock based on an assumed initial offering price of $ per share, the midpoint of the range set forth on the cover of this prospectus, net of underwriting discounts and commissions of $ million, in the aggregate, and additional estimated expenses related to the Offering of approximately $ million.

(b) Reflects adjustments to give effect to tax adjustments associated with the Corporate Reorganization and adjustments to give effect to the Tax Receivable Agreement (as described in "Certain Relationships and Related Party Transactions—Tax Receivable Agreement") based on the following assumptions:

- We will record $ million in deferred tax assets (or $ million if the underwriters exercise in full their option to purchase additional shares) for the estimated income tax effects of the differences in the tax basis and the books basis of the assets owned by Aris Inc. following completion of the Corporate Reorganization;
- We will record 85% of the estimated realizable tax benefit of $ million (or $ million if the underwriters exercise in full their option to purchase additional shares) associated with Aris Inc.'s deemed acquisition for U.S. federal income tax purposes of Solaris Units in connection with this offering as a payable to related parties pursuant to the Tax Receivable Agreement; and
- The amounts to be recorded for both the deferred tax assets and the liability for our obligations under the Tax Receivable Agreement have been estimated. All of the effects of changes in any of our estimates after the date of the purchase will be included in net income. Similarly, the effect of subsequent changes in the enacted tax rates will be included in net income.

(c) Represents an adjustment to members'/stockholders' equity reflecting (i) par value of $ for Class A common stock and $ for Class B common stock to be outstanding following this offering and (ii) a decrease of $ million in members' equity to allocate a portion of Aris Inc.'s equity to the non-controlling interest.

(d) Represents the effect of (i) the issuance of shares of Class A common stock in this Offering and the application of the net proceeds therefrom and (ii) the net impact of the recording of deferred tax assets and the payable related to the Corporate Reorganization and the Tax Receivable Agreement, as described under note (b) above; and

The total pro forma adjustment to additional paid-in capital is an increase of $ million.

(e) Represents non-controlling interest due to consolidation of financial results of Solaris LLC. As described in "Corporate Reorganization," Aris Inc. will become the sole managing member of Solaris LLC. Aris Inc. will initially have a minority economic interest in Solaris LLC, but will have 100% of the voting power and control over the management of Solaris LLC. As a result, we will consolidate the financial results of Solaris LLC and will report a non-controlling interest on our consolidated balance sheet for the percentage of Solaris LLC units not held by the Class A common stockholders. Upon completion of the contemplated transactions, the non-controlling interest is expected to own approximately % of Solaris LLC.

The Company made the following adjustments and assumptions in the preparation of the unaudited pro forma condensed consolidated statements of operations:

(f) Reflects estimated incremental income tax expense of $ for the six months ended June 30, 2021 and $ for the year ended December 31, 2020 associated with the Company's historical results of operations assuming the Company's earnings had been subject to federal income tax as a subchapter C corporation using a statutory tax rate of approximately % and based on the Company's ownership of approximately % (% if the underwriters' option to purchase additional shares of Class A

common stock is exercised in full) of Solaris LLC following completion of the contemplated transactions. This rate is inclusive of U.S. federal and state income taxes.

(g) Reflects the portion of equity accretion and dividend related to redeemable preferred units attributable to the non-controlling interest

(h) Reflects the reduction in consolidated net income attributable to non-controlling interest for Solaris LLC's historical results of operations. Upon completion of the Corporate Reorganization, the non-controlling interest will be approximately % (% if the underwriters' option to purchase additional shares of Class A common stock is exercised in full).

(i) On a pro forma basis, basic earnings per share and diluted earnings per share are the same as there were no anti-dilutive securities during the periods presented. Earnings per share on a pro forma basis is computed as follows:

	Year Ended December 31, 2020
Pro forma income before income taxes	$
Adjusted pro forma income taxes	
Adjusted pro forma net income	
Net income (loss) attributable to existing non-controlling interest	
Adjusted pro forma net income to Aris Inc. stockholders[2]	
Weighted average shares of Class A common stock outstanding	
Pro forma net income available to Class A common stock per share	

Solaris Midstream Holdings, LLC and Subsidiaries
Condensed Consolidated Balance Sheets
(Dollars in thousands, except per unit and unit amount)
(Unaudited)

	June 30, 2021	December 31, 2020
Assets		
Cash and Cash Equivalents	$ 31,123	$ 24,932
Accounts Receivable, Net	25,928	21,561
Accounts Receivable from Affiliate	18,346	11,538
Other Receivables	3,278	3,722
Prepaids, Deposits and Other Current Assets	2,149	4,315
Total Current Assets	80,824	66,068
Fixed Assets		
Property, Plant and Equipment	706,806	661,446
Accumulated Depreciation	(56,826)	(43,258)
Total Property, Plant and Equipment, Net	649,980	618,188
Intangibles, Net	321,233	337,535
Goodwill	34,585	34,585
Other Assets	2,140	1,429
Total Assets	$1,088,762	$1,057,805
Liabilities, Mezzanine Equity and Members' Equity		
Accounts Payable	$ 10,414	$ 16,067
Payables to Affiliate	1,693	1,884
Accrued and Other Current Liabilities	37,259	27,838
Total Current Liabilities	49,366	45,789
Asset Retirement Obligation	5,629	5,291
Long-Term Debt, Net of Debt Issuance Costs	391,115	297,000
Deferred Revenue Liability and Other Long-Term liabilities	1,335	1,432
Total Liabilities	447,445	349,512
Commitment and Contingencies (Note 10)		
Mezzanine Equity:		
Redeemable Preferred Units, $10,000.00 par value, none issued or outstanding as of June 30, 2021 and 7,500 issued and 7,307 outstanding as of December 31, 2020	—	74,378
Members' Equity		
Class A units, $10.00 par value, 27,797,658 issued and outstanding as of June 30, 2021 and 27,797,207 issued and outstanding as of December 31, 2020	323,809	318,394
Class B units, $10.00 par value, 3,556,051 issued and outstanding as of June 30, 2021 and as of December 31, 2020	37,715	37,023
Class C units, $0.00 par value, 878,850 issued and outstanding as of June 30, 2021 and 806,350 issued and outstanding as of December 31, 2020	—	—
Class D units, $10.00 par value, 6,651,100 issued and outstanding as of June 30, 2021 and as of December 31, 2020	279,793	278,498
Total Members' Equity	641,317	633,915
Total Liabilities, Mezzanine Equity and Members' Equity	$1,088,762	$1,057,805

The accompanying notes are an integral part of these condensed consolidated financial statements.

Solaris Midstream Holdings, LLC and Subsidiaries
Condensed Consolidated Statements of Operations
(Dollars in thousands)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Revenue				
Produced Water Handling	$46,074	$35,775	$ 85,810	$69,031
Water Solutions	10,510	1,870	16,963	15,061
Total Revenue	56,584	37,645	102,773	84,092
Cost of Revenue				
Direct Operating Costs	22,452	20,163	43,206	49,433
Depreciation, Amortization and Accretion	15,215	10,289	30,172	19,778
Total Cost of Revenue	37,667	30,452	73,378	69,211
Operating Expenses				
General and administrative	5,317	4,530	10,012	8,648
Loss on Disposal of Asset, Net	173	67	217	67
Transaction Costs	15	1,352	77	3,099
Abandoned Projects	1,145	498	1,356	1,133
Total Operating Expenses	6,650	6,447	11,662	12,947
Operating Income	12,267	746	17,733	1,934
Other Expense				
Interest Expense, Net	7,324	1,675	9,975	3,265
Loss on Debt Modification	380	—	380	—
Total Other Expense	7,704	1,675	10,355	3,265
Income (Loss) before Taxes	4,563	(929)	7,378	(1,331)
Income Taxes	2	2	2	6
Net Income (Loss)	$ 4,561	$ (931)	$ 7,376	$ (1,337)
Equity Accretion and Dividend Related to Redeemable Preferred Units	14	(417)	21	(417)
Net Income (Loss) Attributable to Members' Equity	$ 4,575	$ (1,348)	$ 7,397	$ (1,754)

The accompanying notes are an integral part of these condensed consolidated financial statements.

Solaris Midstream Holdings, LLC and Subsidiaries
Condensed Consolidated Statements of Members' Equity
(Dollars and units in thousands)
(Unaudited)

	Three and Six Months Ended June 30, 2021								
	Class A		Class B		Class C		Class D		Total Members' Equity
	Units	Amount	Units	Amount	Units	Amount	Units	Amount	
Balance at January 1, 2021	27,797	$318,394	3,556	$37,023	807	$—	6,651	$278,498	$633,915
Capital Contributions	1	5	—	—	—	—	—	—	5
Issuance of Class C Units	—	—	—	—	69	—	—	—	—
Equity Accretion and Dividend related to Redeemable Preferred Units	—	5	—	1	—	—	—	1	7
Net Income	—	2,059	—	263	—	—	—	493	2,815
Balance at March 31, 2021	27,798	320,463	3,556	37,287	876	—	6,651	278,992	636,742
Issuance of Class C Units	—	—	—	—	3	—	—	—	—
Equity Accretion and Dividend related to Redeemable Preferred Units	—	10	—	1	—	—	—	3	14
Net Income	—	3,336	—	427	—	—	—	798	4,561
Balance at June 30, 2021	27,798	$323,809	3,556	$37,715	879	$—	6,651	$279,793	$641,317

	Three and Six Months Ended June 30, 2020								
	Class A		Class B		Class C		Class D		Total Members' Equity
	Units	Amount	Units	Amount	Units	Amount	Units	Amount	
Balance at January 1, 2020	22,104	$232,945	3,440	$36,296	833	$—	6,386	$276,267	$545,508
Forfeiture of Class C Units	—	—	—	—	(26)	—	—	—	—
Net Loss	—	(281)	—	(44)	—	—	—	(81)	(406)
Balance at March 31, 2020	22,104	232,664	3,440	36,252	807	—	6,386	276,186	545,102
Issuance of Class A Units as consideration for the asset acquisition of Concho's Lea County, New Mexico produced water gathering, transportation and disposal assets	4,561	77,602	—	—	—	—	—	—	77,602
Forfeiture of Class C Units	—	—	—	—	(1)	—	—	—	—
Equity Accretion and Dividend related to Redeemable Preferred Units	—	(305)	—	(39)	—	—	—	(73)	(417)
Net Loss	—	(680)	—	(88)	—	—	—	(163)	(931)
Balance at June 30, 2020	26,665	$309,281	3,440	$36,125	806	$—	6,386	$275,950	$621,356

The accompanying notes are an integral part of these condensed consolidated financial statements.

Solaris Midstream Holdings, LLC and Subsidiaries
Condensed Consolidated Statements of Cash Flows
(Dollars in thousands)
(Unaudited)

	Six Months Ended June 30,	
	2021	**2020**
Cash Flow from Operating Activities		
Net Income (Loss)	$ 7,376	$ (1,337)
Adjustments to reconcile Net Income (Loss) to Net Cash provided by Operating Activities		
Depreciation, Amortization and Accretion	30,172	19,778
Amortization of Deferred Financing Costs	763	362
Loss on Debt Modification	380	—
Loss on Disposal of Asset, Net	217	67
Abandoned Projects	1,356	1,133
Changes in operating assets and liabilities:		
Accounts Receivable	(4,367)	9,896
Accounts Receivable from Affiliate	(6,808)	4,485
Other Receivables	602	(10)
Prepaids, Deposits and Other Current Assets	1,711	1,345
Accounts Payable	(4,817)	(1,510)
Payables to Affiliate	(191)	1,235
Adjustment in Deferred Revenue	(50)	650
Accrued Liabilities and Other	4,346	4,817
Net Cash Provided by Operating Activities	30,690	40,911
Cash Flow from Investing Activities		
Property, Plant and Equipment Expenditures	(42,353)	(92,581)
Net Cash Used in Investing Activities	(42,353)	(92,581)
Cash Flow from Financing Activities		
Proceeds from Credit Facility	—	60,000
Repayment of Credit Facility	(297,000)	—
Proceeds from Senior-Sustainability Linked Bonds	400,000	—
Payments of Financing Costs related to Issuance of Senior-Sustainability Linked Bonds	(9,352)	—
Payments of Financing Costs related to Credit Facility	(1,442)	(428)
Member's Contributions	5	—
Redemption of Redeemable Preferred Units	(74,357)	—
Net Cash Provided by Financing Activities	17,854	59,572
Net Increase in Cash and Cash Equivalents	6,191	7,902
Cash and Cash Equivalents, Beginning of Period	24,932	7,083
Cash and Cash Equivalents, End of Period	$ 31,123	$ 14,985

The accompanying notes are an integral part of these condensed consolidated financial statements.

Solaris Midstream Holdings, LLC and Subsidiaries
Notes to Condensed Consolidated Financial Statements
(Unaudited)

1. Organization and background of business

Organization

Solaris Midstream Holdings, LLC, formed on November 19, 2015 (together with its subsidiaries, the "Company"), is an independent, environmentally-focused company headquartered in Houston, Texas, that provides sustainability-enhancing services to oil and natural gas operators. The Company builds long-term value through the development, construction and operation of integrated produced water handling and recycling infrastructure that provides high-capacity, comprehensive produced water management, recycling and supply solutions for many of the largest operators in the Permian Basin.

The Company's assets are located in the Permian Basin in Texas and in New Mexico. The Company owns and operates produced water handling pipelines, water handling facilities, water recycling assets, water production wells and water storage facilities.

2. Summary of significant accounting policies

Basis of presentation

All dollar amounts, except per unit amounts, in the financial statements and tables in the notes are stated in thousands of dollars unless otherwise indicated. A complete discussion of the Company's significant accounting policies is included in the Company's Annual financial statements.

On January 15, 2021, ConocoPhillips acquired Concho Resources, Inc. ("Concho"). We refer to Concho as ConocoPhillips, their successor, throughout these condensed consolidated financial statements.

Interim financial statements

The accompanying condensed consolidated financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP"). The condensed financial statements have not been audited by the Company's independent registered public accounting firm, except that the condensed consolidated balance sheet at December 31, 2020 is derived from audited consolidated financial statements. These financial statements include the adjustments and accruals, all of which are of a normal recurring nature, necessary for a fair presentation of the results for the interim periods. These interim results are not necessarily indicative of results for a full year. Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been condensed or omitted pursuant to the rules and regulations of the Securities and Exchange Commission. These unaudited condensed consolidated financial statements should be read in conjunction with the Company's annual financial statements for the year ended December 31, 2020.

Supplemental non-cash disclosure

	Six Months Ended June 30,	
	2021	2020
Capital Expenditures Incurred but Not Paid Included in Accounts Payable and Accrued Liabilities	$17,375	$23,412
Asset Retirement Obligation	205	1,463
Accretion and Dividend related to Redeemable Preferred Units	21	(417)
Equity Issued in Acquisitions	—	77,602
Redeemable Preferred Units Issued in Acquisition	—	71,974
Cash Paid for Interest	5,418	5,055

Principles of consolidation

The consolidated financial statements include the accounts of the Company and the wholly owned subsidiaries, Aris Water Solutions, Inc., Solaris Water Midstream, LLC, Solaris Midstream DB-TX, LLC, Solaris

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Midstream MB, LLC, Solaris Midstream DB-NM, LLC, 829 Martin County Pipeline, LLC and Clean H2O Technologies, LLC (collectively, the "subsidiaries"). All material intercompany transaction and balances have been eliminated upon consolidation.

Reclassification of prior year presentation

Certain 2020 amounts have been reclassified for consistency with the 2021 presentation. These reclassifications had no effect on the reported results of operations.

COVID-19 and global economic and market conditions

The COVID-19 virus, which was declared a pandemic by the World Health Organization in March 2020, has disrupted economies and industries around the world, including the oil and gas industry. The rapid spread of COVID-19 has led to the implementation of various responses, including federal, state and local government-imposed quarantines, shelter-in-place mandates, sweeping restrictions on travel and other public health and safety measures, nearly all of which have materially reduced global demand for crude oil. As a result of the COVID-19 outbreak and decline in oil prices in early 2020, the Company had headcount reductions. The Company has subsequently refilled some of these positions as business started to recover and stabilize.

The extent to which COVID-19 will continue to affect the Company's business, financial condition, results of operations and cash flows and the demand for services and products will depend on future developments, which are highly uncertain and cannot be predicted.

Segment Information

Operating segments are identified as components of an enterprise about which separate discrete financial information is available for evaluation by the chief operating decision maker, or decision-making group, in making decisions on how to allocate resources and assess performance. The Company's chief operating decision maker is the Chief Executive Officer. The Company and the Chief Executive Officer view the Company's operations and manage its business as one operating segment. All long-lived assets of the Company reside in the United States.

Use of estimates

In preparing the accompanying condensed consolidated financial statements, management has made certain estimates and assumptions that affect reported amounts in the condensed consolidated financial statements and disclosures of contingencies. Critical estimates the Company makes in the preparation of the condensed consolidated financial statements include, among others, determining the fair value of assets and liabilities acquired in acquisitions, the collectability of accounts receivable, useful lives of property, plant and equipment and amortizable intangible assets, the fair value of asset retirement obligations and accruals for environmental matters. Actual results could differ from management's best estimates as additional information or actual results become available in the future, and those differences could be material.

Accounts receivable

Accounts receivable consists of trade receivables recorded at the invoice amount, plus accrued revenue that is earned but not yet billed, less an estimated allowance for doubtful accounts. Accounts receivable are generally due within 60 days or less, or in accordance with terms agreed with customers. The Company considers accounts receivable outstanding longer than the payment terms as past due. The Company determines the allowance by considering a number of factors, including the length of time trade accounts receivable are past due, previous loss history, the customer's current ability to pay its obligation, and the condition of the general economy and the industry as a whole. Accounts receivable are written off when they are deemed uncollectible, and payments subsequently received on such receivables are credited to the allowance for doubtful accounts. As of June 30, 2021 and December 31, 2020, the Company had $0 and $0.4 million of allowance for doubtful accounts, respectively.

Solaris Midstream Holdings, LLC and Subsidiaries
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Property, plant and equipment

Certain interest costs have been capitalized as part of the cost of property, plant and equipment under development, including water handling facilities in progress and related facilities. For the three months ended June 30, 2021 and 2020, total interest costs capitalized were $0.8 million and $1.1 million, respectively. For the six months ended June 30, 2021 and 2020, total interest costs capitalized were $1.2 million and $2.3 million, respectively.

Fair Value Measurements

The Company's financial assets and liabilities are to be measured using inputs from the three levels of the fair value hierarchy, of which the first two are considered observable and the last unobservable, which are as follows:

- Level 1—Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date;
- Level 2—Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active or other inputs corroborated by observable market data for substantially the full term of the assets or liabilities; and
- Level 3—Unobservable inputs that reflect the Company's assumptions that market participants would use in pricing assets or liabilities based on the best information available.

Fair Value on a Non-Recurring Basis

Nonfinancial assets and liabilities measured at fair value on a non-recurring basis include certain nonfinancial assets acquired and liabilities assumed in a business combination, units granted in acquisitions, and the initial recognition of asset retirement obligations, for which fair value is used. These assets and liabilities are recorded at fair value when acquired/incurred but not re-measured at fair value in subsequent periods (see further discussion at Note 3, Acquisition).

Asset retirement obligation estimates are derived from historical data as well as management's expectation of future cost environments and other unobservable inputs. As there is no corroborating market activity to support the assumptions used, the Company has designated these measurements as Level 3.

Additional Fair Value Disclosures

The fair value of fixed-rate debt is estimated based on the published market prices for the same or similar issues. Refer to Note 7, Long-term Debt, for additional information. The Company has designated these measurements as Level 2 for the Sustainability-Linked Bonds and Level 3 for the Credit Facility.

Fair value information regarding the Company's debt is as follows:

	June 30, 2021		December 31, 2020	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Sustainability-Linked Bonds	$400,000	$426,000	$ —	$ —
Credit Facility	$ —	$ —	$297,000	$297,000

Revenue recognition

The Company currently generates revenue by providing services related to produced water handling and water solutions. The services related to produced water are fee-based arrangements and are based on the volume of water that flows through the Company's systems and facilities while the sale of recycled produced water and groundwater are priced based on negotiated rates with the customer.

The Company has customer contracts that contain minimum transportation and/or disposal volume delivery requirements and the Company is entitled to deficiency payments if such minimum contractual volumes are not delivered by the customer. These deficiency amounts are based on fixed, daily minimum volumes (measured over monthly, quarterly or annual periods depending on the contract) at a fixed rate per barrel. The Company is typically entitled to shortfall payments if such minimum contractual obligations are not maintained by its customers. The Company invoices the customer on either a monthly, quarterly, semi-annual or annual basis, as provided in the contract.

The Company accounts for revenue in accordance with ASC Topic 606, Revenue from Contracts with Customers. In determining the appropriate amount of revenue to be recognized as the Company fulfills its obligations under the contracts, the following steps must be performed at contract inception: (i) identification of the promised goods or services in the contract; (ii) determination of whether the promised goods or services are performance obligations, including whether they are distinct in the context of the contract; (iii) measurement of the transaction price, including the constraint on variable consideration; (iv) allocation of the transaction price to the performance obligations; and (v) recognition of revenue when (or as) the Company satisfies each performance obligation.

Revenues from produced water handling consist primarily of per barrel fees charged to customer for the use of the Company's system and disposal services. For all the Company's produced water transfer and disposal contracts, revenue will be recognized over time utilizing the output method based on the volume of wastewater accepted from the customer. The Company determined that the performance obligation is satisfied over time as the customer simultaneously receives and consumes the benefits provided by its performance of services, typically as customers' wastewater is accepted. The Company typically charges its customers a disposal and transportation fee on a per barrel basis under its contracts. In some contracts, the Company is entitled to shortfall payments if minimum contractual obligations are not satisfied by its customers. Minimum contractual obligations have not been maintained and thus the Company has recognized revenues related to shortfalls on such take or pay contractual obligations to date. Some contracts also have a mechanism that allows for shortfalls to be made up over a limited period of time. As of June 30, 2021 and December 31, 2020, the Company had long-term deferred revenue liabilities of $1.3 million related to these contracts.

For contracts that involve recycled produced water and groundwater, revenue is recognized at a point in time, based on when control of the product is transferred to the purchaser or customer.

Recent Accounting Pronouncements

In January 2017, the FASB issued ASU 2017-04, Simplifying the Test for Goodwill Impairment. This pronouncement removes Step 2 of the goodwill impairment test, which requires a hypothetical purchase price allocation. A goodwill impairment will now be the amount by which a reporting unit's carrying value exceeds its fair value, not to exceed the carrying amount of goodwill. This pronouncement was effective for public business entities for annual reporting periods beginning after December 15, 2019, and interim periods within fiscal years beginning after December 15, 2019. The amendments in ASU 2017-04 are effective for private companies for fiscal years beginning after December 15, 2021 and interim periods within the fiscal year. The amendments in this ASU should be applied prospectively. The Company is evaluating the potential impact this new standard may have on the financial statements.

In June 16, 2016, the FASB issued ASU 2016-13, Financial Instruments – Credit Losses, which requires the measurement of all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. The ASU requires enhanced disclosures to help investors and other financial statement users better understand significant estimates and judgments used in estimating credit losses, as well as the credit quality and underwriting standards of an organization's portfolio. These disclosures include qualitative and quantitative requirements that provide additional information about the amounts recorded in the financial statements. In addition, the ASU amends the accounting for credit losses on available-for-sale debt securities and purchased financial assets with credit deterioration. The ASU was effective

for public companies for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. The ASU is effective for private companies for fiscal years beginning after December 15, 2022. The Company is evaluating the potential impact this new standard may have on the financial statements.

On February 25, 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842), as part of a joint project with the International Accounting Standards Board ("IASB") to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. To satisfy the foregoing objective, the FASB is creating Topic 842, Leases, which supersedes Topic 840. Under the new guidance, a lessee will be required to recognize assets and liabilities for capital and operating leases with lease terms of more than 12 months. Additionally, this ASU will require disclosures to help investors and other financial statement users better understand the amount, timing, and uncertainty of cash flows arising from leases, including qualitative and quantitative requirements. For public companies, the amendments were effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. For private companies, the amendments are effective for fiscal years beginning after December 15, 2021.

3. Acquisition

On June 11, 2020, the Company acquired certain produced water handling, transportation and water disposal assets in Lea County, New Mexico of a wholly-owned subsidiary of Concho Resources Inc. ("Concho"). This acquisition further expanded the Company's water infrastructure system in the Delaware basin and further extended and expanded the Company's water management agreement with Concho.

The net purchase consideration was $149.6 million, which comprised $77.6 million of Class A Units (4,561,391 units) and $72.0 million of Redeemable Preferred Units with a face value of $75.0 million. See further discussion at Note 8, Redeemable Preferred Units.

Fair Value of Consideration	
Class A Units Issued to Seller	$ 77,602
Redeemable Preferred Units Issued to Seller	71,974
Total Consideration	149,576
Fair Value of Assets and Liabilities Acquired	
Property, Plant & Equipment – Water Handling Facilities	18,566
Property, Plant & Equipment – Pipelines (including right of way)	33,897
Intangibles – Contracts	90,300
Asset Retirement Obligations	(776)
Fair Value of Assets and Liabilities Acquired	141,987
Total Assets Acquired	141,987
Goodwill	$ 7,589

The Company incurred $1.6 million of acquisition-related costs, which are included in Transaction Costs in 2020.

Solaris Midstream Holdings, LLC and Subsidiaries
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Proforma — Concho Lea County Acquisition

The unaudited pro forma results presented below have been prepared to give effect to the acquisition discussed above on the Company's results of operations for the three and six months ended June 30, 2020 as if the Concho Lea County acquisition had been consummated on January 1, 2020. The unaudited pro forma results do not purport to represent what the Company's actual results of operations would have been if the acquisitions had been completed on such date or to project its results of operation for any future date or period.

	For the Six Months Ended June 30, 2020
Pro forma (unaudited)	
Total Revenues	$3,677
Net Income	1,438

4. Intangible assets – Customer Contracts

As of June 30, 2021 and December 31, 2020, the Company had $365.0 million of definite-lived intangible assets, respectively. These intangible assets are related to customer contracts that were acquired related to acquisitions that occurred in 2020, 2019 and 2017. Amortization on these assets is calculated either on the straight-line method or as a percentage of expected fair value of cash flows over the estimated lives of the contracts, which is based on estimates the Company believes are reasonable.

The components of the intangibles are as follows:

Customer contracts	June 30, 2021	December 30, 2020
Gross value	$365,032	$365,032
Accumulated amortization	(43,799)	(27,497)
Net value	$321,233	$337,535

The table below shows the expected amortization of intangibles as of June 30, 2021:

	Amount
Remaining 2021	$ 16,303
2022	36,735
2023	37,404
2024	36,888
2025	35,050
Thereafter	158,853

For the three months ended June 30, 2021 and 2020, amortization expense was $8.2 million and $4.8 million, respectively. For the six months ended June 30, 2021 and 2020, amortization expense was $16.3 million and $9.5 million, respectively.

5. Concentrations

For the three months ended June 30, 2021, ConocoPhillips accounted for 51.8% of the Company's revenue. For the six months ended June 30, 2021, ConocoPhillips accounted for 50.5% and Oxy USA Inc. accounted for 10.5% of the Company's revenue.

For the three months ended June 30, 2020, ConocoPhillips accounted for 33.2%, Oxy USA Inc. accounted for 21.6% and Exxon Mobil Corporation accounted for 10.9% of the Company's revenue. For the six months ended June 30, 2020, ConocoPhillips accounted for 33.0%, Oxy USA Inc. accounted for 15.7% and Exxon Mobil Corporation accounted for 11.1% of the Company's revenue.

As of June 30, 2021, ConocoPhillips accounted for 35.4% and Oxy USA Inc. accounted for 13.3% of the Company's accounts receivable.

Solaris Midstream Holdings, LLC and Subsidiaries
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6. Accrued and Other Liabilities

The components of the Accrued and Other Liabilities are as follows:

	June 30, 2021	December 31, 2020
Accrued Operating Expenses	$14,158	$14,367
Accrued Capital Expenses	11,320	6,292
Accrued Interest Expense	7,625	2,661
Other	4,156	4,518
Total Accrued and Other Liabilities	$37,259	$27,838

7. Long-term debt

	June 30, 2021	December 31, 2020
Revolving Credit Facility	$ —	$297,000
7.625% Senior Sustainability-Linked Notes	400,000	—
Less: Unamortized deferred financing costs on 7.625% Senior Sustainability-Linked Notes	(8,885)	—
Total Long-term debt	$391,115	$297,000

Senior Sustainability-linked Notes

In April 2021, the Company issued $400.0 million aggregate principal amount of 7.625% Senior Sustainability-Linked Notes (the "Notes") due April 1, 2026. Proceeds from the offering were $390.6 million, net of $9.4 million of debt issuance costs, and were used to repay $297.0 million of borrowings under the Credit Facility, redeem outstanding redeemable preferred units for $74.4 million, and for general corporate purposes.

The Notes are unsecured and effectively subordinated to the Credit Facility to the extent of the value of the collateral securing the Credit Facility. The Notes are guaranteed on a senior unsecured basis by the Company's wholly-owned subsidiaries. Interest on the Notes is payable on April 1 and October 1 of each year. The Company may redeem all or part of the Notes at any time on or after April 1, 2023 at redemption prices ranging from 103.8125% on or after April 1, 2023 to 100% on or after April 1, 2025. In addition, on or before April 1, 2023, the Company may redeem up to 40% of the aggregate principal amount of the Notes with the net cash proceeds of certain equity offerings, if certain conditions are met, at a redemption price of 107.625% of the principal amount of the Notes, plus accrued interest. At any time prior to April 1, 2023, the Company may also redeem the Notes, in whole or in part, at a price equal to 100% of the principal amount of the Notes plus a "make-whole" premium. If the Company undergoes a change of control, it may be required to repurchase all or a portion of the Notes at a price equal to 101% of the principal amount of the Notes, plus accrued interest.

Certain of these redemption prices are subject to increase if the Company fails to satisfy the Sustainability Performance Target and provide notice of such satisfaction to the trustee. From and including the interest period ending on October 1, 2023, the interest rate shall be increased by 25 basis points to 7.875% per annum unless the Company notifies the trustee for the Notes at least 30 days prior to April 1, 2023 that, for the year ending December 31, 2022: (i) the Sustainability Performance Target has been satisfied and (ii) the satisfaction of the Sustainability Performance Target has been confirmed in accordance with customary procedures.

Credit Facility

Concurrent with the Senior Sustainability-Linked Notes offering in April 2021, the Company entered into a Restated Credit Agreement to, among other things, (i) decrease the commitments under the Credit Facility to $200.0 million, (ii) extend the maturity date to April 1, 2025, (iii) reprice the loans made under the Credit Facility and unused commitment fees to be determined based on a leverage ratio ranging from 3.00:1.00 to

4.50:1.00, (iv) provide for a $75.0 million incremental revolving facility, which shall be on the same terms as under the Credit Facility, (v) annualize EBITDA for 2021 for the purpose of covenant calculations, (vi) amend the leverage ratio covenant to comprise of a maximum total funded debt to EBITDA ratio, net of $40.0 million of unrestricted cash and cash equivalents if the facility is drawn, and net of all unrestricted cash and cash equivalents if the facility is undrawn, (vii) increase the leverage ratio covenant test level for the first two fiscal quarters of 2021 to 5.00 to 1.00, for the third quarter of 2021 to 4.75 to 1.00, and thereafter to 4.50 to 1.00 and (viii) add a secured leverage covenant of 2.50 to 1.00.

The Company incurred $1.4 million of expenses to refinance the Credit Facility that is included in other long-term assets. We accounted for the Restated Credit Agreement as a debt modification and recognized a loss of $0.4 million in April 2021.

As of June 30, 2021, the Company had $0 borrowings under its Restated Credit Facility, $0.15 million in letter of credits outstanding and $200.0 million in revolving commitments available.

As of December 31, 2020, the Company had $297.0 million of borrowings under its Credit Facility, $0.15 million in letter of credits outstanding and $5.5 million in revolving commitments available.

At June 30, 2021, the Company was in compliance with all covenants contained in the Credit Facility.

8. Redeemable preferred units

On June 11, 2020, the Company issued 7,500 Redeemable Preferred Units (the “Preferred Units”) to ConocoPhillips as part of the consideration to acquire certain produced water handling, transportation and water disposal assets in Lea County, New Mexico. The Preferred Units were initially recorded at $72.0 million, their issuance-date fair value.

On November 9, 2020, the Company issued a capital call to Concho for $1.9 million. Concho elected to redeem 193 Preferred Units in exchange for 192,981 Class A Units to satisfy this call.

Since the Preferred Units would have become redeemable by ConocoPhillips following the fifth anniversary of the issuance and were redeemable by the Company at any time, the Company has elected to accrete changes in the redemption value over the period from the date of issuance to the date that the instrument would have been redeemable, using the effective interest method.

Concurrent with the closing of the Notes discussed in Note 7, the Company fully repaid and redeemed the outstanding redeemable preferred units for $74.4 million on April 1, 2021, which includes of $3.0 million of equity accretion and $1.3 million related to distributions earned during 2021.

9. Equity

The Company’s operations are governed by the provisions of a limited liability company agreement (the “LLC Agreement”). The LLC Agreement sets forth the rights and obligations of each class of membership interest. The Company currently has four classes of membership units outstanding – Class A, B, C, and D. Allocations of net income and loss are allocated to the members based on a hypothetical liquidation. The Class C units receive a share of distributions that would otherwise be payable to the Class A unitholders after the Class A unitholders achieve certain target returns on their invested capital (the “Class C Unit Waterfall”). Class B and Class D units are not burdened by the Class C Unit Waterfall.

In connection with the issuance of Class C units by the Company to Solaris Midstream Investment, LLC (“Solaris Investment”), Solaris Investment issues a corresponding number of Class C units (“Solaris Investment Profits Units”) to the members of Solaris Investment as specified in the limited liability company agreement of Solaris Investment. Each such member of Solaris Investment then enters into a grant agreement (“Grant Agreement”), as set forth in the LLC Agreement, with the Company and Solaris Investment. The Solaris Investment Profits Units are subject to various vesting requirements as specified in the Grant Agreement. The value assigned to the units as of its respective date of grant was de minimis.

Solaris Midstream Holdings, LLC and Subsidiaries
Notes to Condensed Consolidated Financial Statements
(Unaudited)

10. Commitments and contingencies

In the normal course of business, the Company is subjected to various claims, legal actions, contract negotiations and disputes. The Company provides for losses, if any, in the year in which they can be reasonably estimated. In management's opinion, there are currently no such matters outstanding that would have a material effect on the accompanying consolidated financial statements.

Additionally, the Company is party to a guarantee related to a lease agreement with Solaris Energy Management, LLC ("SEM"), a related party of the Company, on the rental of office space for the Company's corporate headquarters. As of June 30, 2021, the Company's share of SEM's future commitment related to this lease agreement is $3.1 million. Refer to Note 11, Related Party Transactions, for additional information regarding related party transactions recognized.

Other commitments

In the normal course of business, the Company has certain short-term purchase obligations and commitments for products and services, primarily related to purchases of long lead materials. As of June 30, 2021, the Company had purchase obligations and commitments of approximately $10.7 million due in the next twelve months.

The Company has offices in Midland, Texas and Carlsbad, New Mexico and the commitments related to these operating leases are $1.0 million as of June 30, 2021.

The Company is party to a surface use and compensation agreement by which the Company has agreed to a minimum annual payment for each of the first ten years, beginning in 2020, in exchange for certain rights to access and use the land for the limited purposes of conducting water operations for a period of thirteen years. The minimum annual payments are subject to netting against royalty payments paid. As of June 30, 2021, there are no minimum annual payments due until 2022.

The table below provides estimates of the timing of future payments that the Company is contractually obligated to make based on agreements in place as of June 30, 2021.

	Remaining 2021	2022	2023	2024	2025	Thereafter	Total
Purchase commitments	$10,731	$ —	$ —	$ —	$ —	$ —	$10,731
Surface use and compensation agreement obligation	—	1,100	1,150	1,200	1,250	5,750	10,450
Operating leases	376	765	631	622	514	1,255	4,163
Total	$11,107	$1,865	$1,781	$1,822	$1,764	$7,005	$25,344

11. Related party transactions

On September 14, 2016, the Company entered into an administrative services arrangement with SEM for the provision of certain personnel and administrative services at cost. Beginning in 2020, services provided by SEM are administrative only. In addition, SEM provides office space, equipment and supplies to the Company under the administrative service agreement.

For the three months ended June 30, 2021 and 2020, the Company incurred $0.2 million and $0.2 million for these services and were recorded in general and administrative expenses, respectively. For the six months ended June 30, 2021 and 2020, the Company incurred $0.4 million and $0.3 million for these services and were recorded in general and administrative expenses, respectively.

As of June 30, 2021 and December 31, 2020, the Company had no outstanding payables to SEM. As of June 30, 2021 and December 31, 2020, the Company had a prepaid balance to SEM of $0.2 million to cover upcoming rent and other expenses.

Solaris Midstream Holdings, LLC and Subsidiaries
Notes to Condensed Consolidated Financial Statements
(Unaudited)

There are certain de minimis general and administrative expenses that are paid on behalf of the Company by Solaris Energy Capital, LLC, and are recorded in general and administrative expenses. As of June 30, 2021 and December 31, 2020, the Company had no outstanding payables to Solaris Energy Capital, LLC.

There are certain general and administrative expenses that are incurred by the Company for services provided by Blanco Aviation, LLC and are recorded in general and administrative expenses. As of June 30, 2021 and December 31, 2020, the Company had a de minimis outstanding payables to Blanco Aviation, LLC.

ConocoPhillips, one of the principal owners of the Company, and the Company entered into a 13-year water gathering and handling agreement, pursuant to which ConocoPhillips agreed to dedicate all of the produced water generated from its current and future acreage in a defined AMI in New Mexico and Texas. As of June 30, 2021 and December 31, 2020, the Company had a receivable of $18.3 million and $11.5 million from ConocoPhillips, respectively, that was recorded in Accounts Receivable from Affiliates. As of June 30, 2021 and December 31, 2020, the Company had a payable of $1.7 million and $1.9 million to ConocoPhillips, respectively, that was recorded in Payables to Affiliate. The following table shows revenue and expenses from ConocoPhillips:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2021	2020	2021	2020
Revenue	$29,292	$12,495	$51,886	$27,772
Operating expenses reimbursed to ConocoPhillips	(73)	(168)	728	1,973

Operating expenses reimbursed to ConocoPhillips are related to the Company's reimbursement of ConocoPhillips' costs for operating certain assets on the Company's behalf between closing and the transfer of the acquired assets.

12. Subsequent events

Subsequent events have been evaluated through August 9, 2021, the date the condensed consolidated financial statements were available to be issued.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Members and Board of Managers
Solaris Midstream Holdings, LLC
Houston, Texas

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Solaris Midstream Holdings, LLC (the "Company") and subsidiaries as of December 31, 2020 and 2019, the related consolidated statements of operations, members' equity, and cash flows for each of the years then ended, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ BDO USA, LLP

We have served as the Company's auditor since 2017.

Houston, Texas
March 19, 2021

Solaris Midstream Holdings, LLC
Consolidated balance sheets
(Dollars in thousands, except per unit and unit amount)

	December 31,	
	2020	**2019**
Assets		
Cash and cash equivalents	$ 24,932	$ 7,083
Accounts receivable, net	22,457	33,523
Accounts receivable from affiliates	10,642	15,837
Other receivables	3,722	63
Prepaids, deposits and other current assets	4,315	4,257
Total current assets	66,068	60,763
Total property, plant and equipment, net	618,188	481,790
Goodwill	34,585	26,357
Intangibles, net	337,535	267,648
Other assets	1,429	1,676
Total assets	$1,057,805	$838,234
Liabilities, mezzanine equity and members' equity		
Accounts payable	$ 16,067	$ 40,768
Accrued and other current liabilities	29,722	28,398
Total current liabilities	45,789	69,166
Deferred revenue liability	1,300	—
Asset retirement obligation	5,291	3,375
Long-term debt	297,000	220,000
Other long-term liabilities	132	185
Total liabilities	349,512	292,726
Commitments and contingencies (Note 12)		
Mezzanine equity:		
Redeemable preferred units, $10,000.00 par value, 7,500 issued and 7,307 outstanding as of December 31, 2020 and none issued and outstanding as of December 31, 2019	74,378	—
Members' Equity		
Class A units, $10.00 par value, 27,797,207 issued and outstanding as of December 31, 2020 and 22,103,709 issued and outstanding as of December 31, 2019	318,394	232,945
Class B units, $10.00 par value, 3,556,051 issued and outstanding as of December 31, 2020 and 3,440,083 issued and outstanding as of December 31, 2019	37,023	36,296
Class C units, $0.00 par value, 806,100 issued and outstanding as of December 31, 2020 and 832,500 issued and outstanding as of December 31, 2019	—	—
Class D units, $10.00 par value, 6,651,100 issued and outstanding as of December 31, 2020 and 6,385,948 issued and outstanding as of December 31, 2019	278,498	276,267
Total members' equity	633,915	545,508
Total liabilities, mezzanine equity and members' equity	$1,057,805	$838,234

The accompanying notes are an integral part of these consolidated financial statements.

Solaris Midstream Holdings, LLC
Consolidated statements of operations
(Dollars in thousands)

	For the years ended December 31,	
	2020	**2019**
Revenue		
Produced Water Handling	$141,659	$ 81,418
Water Solutions	29,813	37,375
Total revenue	171,472	118,793
Cost of revenue		
Direct operating costs	95,431	71,973
Depreciation, amortization and accretion	44,027	19,670
Total cost of revenue	139,458	91,643
Operating expenses		
General and administrative	18,663	15,299
(Gain) loss on disposal of asset, net	133	(5,100)
Transaction costs	3,389	1,010
Abandoned projects	2,125	2,444
Total operating expenses	24,310	13,653
Operating income	7,704	13,497
Other expense		
Other expense	—	176
Interest expense	7,674	260
Total other expense	7,674	436
Income before taxes	30	13,061
Income tax expense	23	1
Net income	$ 7	$ 13,060
Accretion and dividend related to redeemable preferred units	(4,335)	—
Net income (loss) attributable to members' equity	$ (4,328)	$ 13,060

The accompanying notes are an integral part of these consolidated financial statements.

Solaris Midstream Holdings, LLC
Consolidated statements of members' equity
(Dollars and units in thousands)

	Class A		Class B		Class C		Class D		Total Members' Equity
	Units	Amount	Units	Amount	Units	Amount	Units	Amount	
Balance at January 1, 2019	17,631	$177,879	2,921	$29,486	846	$—	—	$ —	$207,365
Capital contributions	4,473	44,729	519	5,189	—	—	—	—	49,918
Issuance of Class D units as consideration for the asset acquisition of certain Concho assets in Eddy County, New Mexico and Reeves & Culberson Counties, Texas	—	—	—	—	—	—	6,386	275,165	275,165
Issuance of Class C units	—	—	—	—	141	—	—	—	—
Forfeiture of Class C units	—	—	—	—	(154)	—	—	—	—
Net income	—	10,337	—	1,621	—	—	—	1,102	13,060
Balance at December 31, 2019	22,104	232,945	3,440	36,296	833	—	6,386	276,267	545,508
Capital contributions	939	9,391	116	1,160	—	—	265	2,652	13,203
Issuance of Class A units as consideration for the asset acquisition of certain Concho assets in Lea County, New Mexico	4,561	77,602	—	—	—	—	—	—	77,602
Redeemable preferred units converted in lieu of cash capital call	193	1,930	—	—	—	—	—	—	1,930
Issuance of Class C units	—	—	—	—	16	—	—	—	—
Forfeiture of Class C units	—	—	—	—	(42)	—	—	—	—
Accretion and dividend related to redeemable preferred units	—	(3,479)	—	(434)	—	—	—	(422)	(4,335)
Net income	—	5	—	1	—	—	—	1	7
Balance at December 31, 2020	27,797	$318,394	3,556	$37,023	807	$—	6,651	$278,498	$633,915

The accompanying notes are an integral part of these consolidated financial statements.

Solaris Midstream Holdings, LLC
Consolidated statements of cash flows
(Dollars in thousands)

	For the year ended	
	December 31, 2020	December 31, 2019
Cash flow from operating activities		
Net income	$ 7	$ 13,060
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation, amortization & accretion	44,027	19,670
Amortization of deferred financing costs	783	511
(Gain) loss on disposal of asset, net	133	(5,100)
Abandoned projects	2,125	2,444
Bad debt expense	446	119
Changes in operating assets and liabilities:		
Accounts receivable	10,620	(20,228)
Accounts receivable from affiliates	5,195	(15,531)
Other receivables	(3,659)	(54)
Prepaids, deposits and other current assets	(58)	(2,491)
Accounts payable	193	4,583
Accrued liabilities and other	6,659	7,166
Deferred revenue liability	1,300	—
Net cash provided by operating activities	67,771	4,149
Cash flow from investing activities		
Cash paid for business acquisitions	—	(55,430)
Property, plant and equipment expenditures	(139,589)	(182,964)
Cash proceeds from sale of property, plant and equipment	—	10,026
Net cash used in investing activities	(139,589)	(228,368)
Cash flow from financing activities		
Proceeds from Credit Facility	77,000	200,000
Repayment of Credit Facility	—	(25,000)
Payments of financing costs	(536)	(959)
Member's contributions	13,203	49,918
Net cash provided by financing activities	89,667	223,959
Net increase (decrease) in cash and cash equivalents	17,849	(260)
Cash and cash equivalents, beginning of year	7,083	7,343
Cash and cash equivalents, end of year	$ 24,932	$ 7,083
Supplemental cash flow disclosure		
Non-cash investing activities		
Asset retirement obligations	$ 1,690	$ 2,480
Equity issued in acquisitions	77,602	275,165
Redeemable preferred units issued in acquisitions	71,974	—
Redeemable preferred units converted in lieu of cash capital call	1,930	—
Capital expenditures incurred but not paid included in accounts payable and accrued liabilities	13,183	43,465
Accretion and dividend related to redeemable preferred units	4,335	—
Cash paid for:		
Interest	8,610	5,978

The accompanying notes are an integral part of these consolidated financial statements.

1. Organization and background of business

Organization

Solaris Midstream Holdings, LLC, formed on November 19, 2015 (together with its subsidiaries, the "Company"), is an independent, environmentally-focused company headquartered in Houston, Texas, that provides sustainability-enhancing services to oil and natural gas operators. The Company builds long-term value through the development, construction and operation of integrated produced water handling and recycling infrastructure that provides high-capacity, comprehensive produced water management, recycling and supply solutions for many of the largest operators in the Permian Basin.

The Company's assets are located in the Permian Basin in Texas and in New Mexico. The Company owns and operates produced water handling pipelines, water handling facilities, water recycling assets, water production wells and water storage facilities.

2. Summary of significant accounting policies

Basis of presentation

This summary of significant accounting policies of the Company is presented to assist in the understanding of the Company's consolidated financial statements. These accounting policies conform to accounting principles generally accepted in the United States of America ("GAAP") and have been consistently applied in the preparation of the consolidated financial statements. All dollar amounts, except per unit amounts, in the financial statements and tables in the notes are stated in thousands of dollars unless otherwise indicated.

Principles of consolidation

The consolidated financial statements include the accounts of the Company and the wholly owned subsidiaries, Solaris Water Midstream, LLC, Solaris Midstream DB-TX, LLC, Solaris Midstream MB, LLC, Solaris Midstream DB-NM, LLC, and 829 Martin County Pipeline, LLC (collectively, the "subsidiaries"). All material intercompany transaction and balances have been eliminated upon consolidation.

Reclassification of prior year presentation

Certain 2019 amounts have been reclassified for consistency with the 2020 presentation. These reclassifications had no effect on the reported results of operations.

COVID-19 and global economic and market conditions

The COVID-19 virus, which was declared a pandemic by the World Health Organization in March 2020, has disrupted economies and industries around the world, including the oil and gas industry. The rapid spread of COVID-19 has led to the implementation of various responses, including federal, state and local government-imposed quarantines, shelter-in-place mandates, sweeping restrictions on travel and other public health and safety measures, nearly all of which have materially reduced global demand for crude oil. As a result of the COVID-19 outbreak and decline in oil prices in the earlier part of 2020, the Company had headcount reductions. The Company has subsequently refilled some of these positions as business started to recover and stabilize.

The extent to which COVID-19 will continue to affect the Company's business, financial condition, results of operations and cash flows and the demand for services and products will depend on future developments, which are highly uncertain and cannot be predicted.

Use of estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect reported amounts of assets, liabilities, revenues, expenses and disclosures of contingent assets and liabilities. Actual results could differ from management's best estimates as additional information or actual results become available in the future, and those differences could be material.

Critical estimates the Company makes in the preparation of the consolidated financial statements include, among others, determining the fair value of assets and liabilities acquired in acquisitions, the collectability of

accounts receivable, useful lives of property, plant and equipment and amortizable intangible assets, the fair value of asset retirement obligations and accruals for environmental matters. Although the Company believes these estimates are reasonable, actual results could differ from those estimates.

Cash and cash equivalents

The Company places its cash and cash equivalents with financial institutions that are insured by the Federal Deposit Insurance Corporation. The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. The Company maintains deposits in banks which exceed the amount of deposit insurance available. Management assesses the financial condition of the institutions and believes that any possible credit loss would be minimal.

Accounts receivable

Accounts receivable consists of trade receivables recorded at the invoice amount, plus accrued revenue that is earned but not yet billed, less an estimated allowance for doubtful accounts. Accounts receivable are generally due within 60 days or less, or in accordance with terms agreed with customers. The Company considers accounts receivable outstanding longer than the payment terms as past due. The Company determines the allowance by considering a number of factors, including the length of time trade accounts receivable are past due, previous loss history, the customer's current ability to pay its obligation, and the condition of the general economy and the industry as a whole. Accounts receivable are written off when they are deemed uncollectible, and payments subsequently received on such receivables are credited to the allowance for doubtful accounts. As of December 31, 2020 and 2019, the Company had $0.4 million and $0 of allowance for doubtful accounts, respectively.

Property, plant and equipment

Property, plant and equipment is stated at cost, or at fair value for assets acquired in a business combination, less accumulated depreciation. Depreciation is provided on the straight-line method over the estimated useful service lives of the assets as noted below:

	Useful Life
Pipelines	30-50 years
Wells, facilities and related equipment	30 years
Water ponds	30 years
Vehicles	10 years
Office furniture, equipment and improvements	7 years
Computer and other equipment	5 years

All costs necessary to place an asset into operation are capitalized. Maintenance and repairs are expensed when incurred. Upgrades and enhancements, which substantially extend the useful lives of the assets are capitalized. When property is retired or otherwise disposed of, the cost and accumulated depreciation are removed from appropriate accounts and any gain or loss is included in earnings.

Costs incurred for construction of facilities and related equipment and pipelines are included in construction in progress. Direct project costs on potential future projects are capitalized and included in construction in progress. These costs generally relate to acquiring the appropriate permits, rights of way and other related expenses necessary prior to construction. No depreciation is recorded for these assets as they have not been placed in operations.

Certain interest costs have been capitalized as part of the cost of property, plant and equipment under development, including water handling facilities in progress and related facilities. Total interest costs capitalized during the years ended December 31, 2020 and 2019 were $3.9 million and $6.0 million, respectively.

Asset retirement obligations

The fair value of a liability for an asset retirement obligation is recognized in the period in which it is incurred, if a reasonable estimate of fair value can be made. These obligations are those for which a company has a legal obligation for settlement. The fair value of the liability is added to the carrying amount of the

associated asset. The significant unobservable inputs to this fair value measurement include estimates of plugging, abandonment and remediation costs, inflation rates, credit-adjusted risk-free rate, and facilities lives. This additional carrying amount is then depreciated over the life of the asset. The liability increases due to the passage of time based on the time value of money until the obligation is settled.

The Company's asset retirement obligations relate primarily to the dismantlement, removal, site reclamation and similar activities of its pipelines, water handling facilities and associated operations.

Definite-lived intangible assets

As of December 31, 2020 and 2019, the Company had $365.0 million and $274.7 million of definite-lived intangible assets, respectively. These intangible assets are related to customer contracts that were acquired related to acquisitions that occurred in 2020, 2019 and 2017. Amortization on these assets is calculated either on the straight-line method or as a percentage of expected cash flows over the estimated lives of the contracts, which is based on estimates the Company believes are reasonable.

Goodwill

Goodwill represents the excess of the purchase price of a business over the estimated fair value of the identifiable assets acquired and liabilities assumed. Goodwill is not amortized and is tested for impairment on an annual basis, or when events or changes in circumstances indicate the fair value may have been reduced below its carrying value. Before employing detailed impairment testing methodologies, the Company may first evaluate the likelihood of impairment by considering qualitative factors relevant to the business, such as macroeconomic, industry, market or any other factors that have a significant bearing on fair value. If the Company first utilizes a qualitative approach and determines that it is more likely than not that goodwill is impaired, detailed testing methodologies are then applied. Otherwise, the Company concludes that no impairment has occurred. The Company may also choose to bypass a qualitative approach and opt instead to employ detailed testing methodologies, regardless of a possible more likely than not outcome. If the Company determines through the qualitative approach that detailed testing methodologies are required, or if the qualitative approach is bypassed, the Company compares the fair value of a reporting unit with its carrying amount under Step 1 of the impairment test. If the carrying amount exceeds the fair value of a reporting unit, the Company performs Step 2 and compares the fair value of reporting unit goodwill with the carrying amount of that goodwill and recognizes an impairment charge for the amount by which the carrying amount exceeds the implied fair value; however, the loss recognized may not exceed the total amount of goodwill allocated to that reporting unit.

There was no goodwill impairment for the years ended December 31, 2020 and 2019.

Impairment of long-lived assets

Long-lived assets, such as property, plant, equipment and definite-lived intangible assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. Individual assets are first grouped based on the lowest level for which identifiable cash flows are largely independent of the cash flows from other assets. The Company then compares estimated future undiscounted cash flows expected to result from the use and eventual disposition of the asset group to its carrying amount. If the carrying amount is not recoverable, the Company recognizes an impairment loss equal to the amount by which the carrying amount exceeds fair value. The Company estimates fair value based on projected future discounted cash flows. Fair value calculations for long-lived assets and intangible assets contain uncertainties because it requires the Company to apply judgment and estimates concerning future cash flows, strategic plans, useful lives and market performance. The Company also applies judgment in the selection of a discount rate that reflects the risk inherent in the current business model. There was no impairment of long-lived assets for the years ended December 31, 2020 and 2019.

Revenue recognition

The Company currently generates revenue by providing services related to produced water handling and water solutions. The services related to produced water are fee-based arrangements and are based on the volume of water that flows through the Company's systems and facilities while the sale of recycled produced water and groundwater are priced based on negotiated rates with the customer.

The Company has customer contracts that contain minimum transportation and/or disposal volume delivery requirements and the Company is entitled to deficiency payments if such minimum contractual volumes are not delivered by the customer. These deficiency amounts are based on fixed, daily minimum volumes (measured over monthly, quarterly and annual periods depending on the contract) at a fixed rate per barrel. The Company is typically entitled to shortfall payments if such minimum contractual obligations are not maintained by its customers. The Company invoices the customer on either a monthly, quarterly or annual basis, as provided in the contract.

The Company accounts for revenue in accordance with ASC Topic 606, Revenue from Contracts with Customers, which the Company adopted effective January 1, 2019, using the modified retrospective approach. No cumulative adjustment to accumulated earnings was required as a result of this adoption, and the adoption did not have a material impact on the consolidated financial statements as no material arrangements.

In determining the appropriate amount of revenue to be recognized as the Company fulfills its obligations under the contracts, the following steps must be performed at contract inception: (i) identification of the promised goods or services in the contract; (ii) determination of whether the promised goods or services are performance obligations, including whether they are distinct in the context of the contract; (iii) measurement of the transaction price, including the constraint on variable consideration; (iv) allocation of the transaction price to the performance obligations; and (v) recognition of revenue when (or as) the Company satisfies each performance obligation.

Revenues from produced water handling consist primarily of per barrel fees charged to customer for the use of the Company's system and disposal services. For all of the Company's produced water transfer and disposal contracts, revenue will be recognized over time utilizing the output method based on the volume of wastewater accepted from the customer. The Company determined that the performance obligation is satisfied over time as the customer simultaneously receives and consumes the benefits provided by its performance of services, typically as customers' wastewater is accepted. The Company typically charges its customers a disposal and transportation fee on a per barrel basis under its contracts. In some contracts, the Company is entitled to shortfall payments if minimum contractual obligations are not satisfied by its customers. Minimum contractual obligations have not been maintained and thus the Company has recognized revenues related to shortfalls on such take or pay contractual obligations to date. Some contracts also have a mechanism that allows for shortfalls to be made up over a limited period of time. As of December 31, 2020 and 2019, the Company had long-term deferred revenue liability of $1.3 million and $0, respectively, related to these contracts.

For contracts that involve recycled produced water and groundwater, revenue is recognized at a point in time, based on when control of the product is transferred to the purchaser or customer, as the case may be.

Fair value measurements

The Company's financial assets and liabilities are to be measured using inputs from the three levels of the fair value hierarchy, of which the first two are considered observable and the last unobservable, which are as follows:

- Level 1 – Inputs are unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date;
- Level 2 – Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active or other inputs corroborated by observable market data for substantially the full term of the assets or liabilities; and
- Level 3 – Unobservable inputs that reflect the Company's assumptions that market participants would use in pricing assets or liabilities based on the best information available.

Fair value on a non-recurring basis

Nonfinancial assets and liabilities measured at fair value on a non-recurring basis include certain nonfinancial assets acquired and liabilities assumed in a business combination, units granted in acquisitions, and the initial recognition of asset retirement obligations, for which fair value is used. These assets and liabilities are recorded at fair value when acquired/incurred but not re-measured at fair value in subsequent periods (see further discussion at Note 3, Acquisitions).

Asset retirement obligation estimates are derived from historical data as well as management's expectation of future cost environments and other unobservable inputs (see further discussion at Note 7, Asset Retirement Obligations). As there is no corroborating market activity to support the assumptions used, the Company has designated these measurements as Level 3.

Abandoned projects

Abandoned projects include costs primarily related to expirations of legacy permits and rights-of-way that were not ultimately constructed.

Transaction costs

Transaction costs include acquisition-related costs, expenses related to restructuring the Company's debt and equity mix, and any expenses incurred in materially modifying the Company's capital structure.

Income taxes

The Company is a Delaware limited liability company treated as a partnership for tax purposes, therefore, no federal or state income tax provision is included in the accompanying consolidated financial statements. Any taxable income of the Company is reported in the respective tax returns of the Company members.

The Company evaluates uncertain tax positions for recognition and measurement in the consolidated financial statements. To recognize a tax position, the Company determines whether it is more likely than not that the tax position will be sustained upon examination, including resolution of any related appeals or litigation, based on the technical merits of the position. A tax position that meets the more likely than not threshold is measured to determine the amount of benefit to be recognized in the consolidated financial statements. The Company has no significant uncertain tax positions in 2020 and 2019.

The Company files income tax returns in the U.S. federal jurisdiction and various states. There are currently no federal or state income tax examinations underway for these jurisdictions. The Company's federal and state returns remain open to examination for tax years 2020, 2019, 2018 and 2017.

The Company is subject to a franchise tax imposed by the State of Texas. The franchise tax rate is 1%, calculated on taxable margin. Taxable margin is defined as total revenue less deductions for cost of goods sold or compensation and benefits in which the total calculated taxable margin cannot exceed 70% of total revenue. Total expenses related to Texas margin tax was approximately $0.02 million and $0.001 million for the years ended December 31, 2020 and 2019, respectively.

Acquisitions

To determine if a transaction should be accounted for as a business combination or an acquisition of assets, the Company first calculates the relative fair values of the assets acquired. If substantially all of the relative fair value is concentrated in a single asset or group of similar assets, or if not but the transaction does not include a significant process (does not meet the definition of a business), the transaction is recorded as an acquisition of assets. For acquisitions of assets, the purchase price is allocated based on the relative fair values. For an acquisition of assets, goodwill is not recorded. All other transactions are recorded as business combinations. The Company records the assets acquired and liabilities assumed in a business combination at their acquisition date fair values. Transactions in which the Company acquires control of a business are accounted for under the acquisition method. The identifiable assets, liabilities and any non-controlling interests are recorded at the estimated fair value as of the acquisition date. The purchase price in excess of the fair value of assets and liabilities acquired is recorded as goodwill.

Financial instruments

The carrying value of the Company's financial instruments, consisting of cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities, approximates their fair value due to the short maturity of such instruments. Financial instruments also consist of a revolving credit facility, for which fair value approximates carrying value as the debt bears interest at a variable rate which is reflective of current rates otherwise available to the Company. Unless otherwise noted, it is management's opinion that the Company is not exposed to significant interest, currency or credit risks arising from these financial instruments.

Environmental matters

The Company is subject to various federal, state and local laws and regulations relating to the protection of the environment. Management has established procedures for the ongoing evaluation of the Company's operations to identify potential environmental exposures and to comply with regulatory policies and procedures. Environmental expenditures that relate to current operations are expensed or capitalized as appropriate. Expenditures that relate to an existing condition caused by past operations and do not contribute to current or future revenue generation are expensed as incurred. Liabilities are recorded when environmental costs are probable, and the costs can be reasonably estimated. The Company maintains insurance which may cover in whole or in part certain environmental expenditures. See further discussion at Note 12, Commitments and Contingencies.

Segment information

Operating segments are identified as components of an enterprise about which separate discrete financial information is available for evaluation by the chief operating decision maker, or decision-making group, in making decisions on how to allocate resources and assess performance. The Company's chief operating decision maker is the chief executive officer. The Company and the chief executive officer view the Company's operations and manage its business as one operating segment. All long-lived assets of the Company reside in the United States.

Recent Accounting Pronouncements

Under the Jumpstart Our Business Startups Act of 2012 ("JOBS Act"), the Company expects that it will meet the definition of an "emerging growth company," which would allow the Company to have an extended transition period for complying with new or revised accounting standards pursuant to Section 107(b) of the JOBS Act. The Company intends to take advantage of all of the reduced reporting requirements and exemptions, including the longer phase-in periods for the adoption of new or revised financial accounting standards under Section 107 of the JOBS Act until the Company is no longer an emerging growth company.

In January 2017, the FASB issued ASU 2017-04, Simplifying the Test for Goodwill Impairment. This pronouncement removes Step 2 of the goodwill impairment test, which requires a hypothetical purchase price allocation. A goodwill impairment will now be the amount by which a reporting unit's carrying value exceeds its fair value, not to exceed the carrying amount of goodwill. This pronouncement was effective for public business entities for annual reporting periods beginning after December 15, 2019, and interim periods within fiscal years beginning after December 15, 2019. The amendments in ASU 2017-04 are effective for private companies for fiscal years beginning after December 15, 2021 and interim periods within the fiscal year. The amendments in this ASU should be applied prospectively. The Company is evaluating the potential impact this new standard may have on the financial statements.

In June 16, 2016, the FASB issued ASU 2016-13, Financial Instruments – Credit Losses, which requires the measurement of all expected credit losses for financial assets held at the reporting date based on historical experience, current conditions, and reasonable and supportable forecasts. The ASU requires enhanced disclosures to help investors and other financial statement users better understand significant estimates and judgments used in estimating credit losses, as well as the credit quality and underwriting standards of an organization's portfolio. These disclosures include qualitative and quantitative requirements that provide additional information about the amounts recorded in the financial statements. In addition, the ASU amends the accounting for credit losses on available-for-sale debt securities and purchased financial assets with credit deterioration. The ASU was effective for public companies for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. The ASU is effective for private companies for fiscal years beginning after December 15, 2022. The Company is evaluating the potential impact this new standard may have on the financial statements.

On February 25, 2016, the FASB issued ASU No. 2016-02, Leases (Topic 842), as part of a joint project with the International Accounting Standards Board ("IASB") to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. To satisfy the foregoing objective, the FASB is creating Topic 842, Leases, which supersedes Topic 840. Under the new guidance, a lessee will be required to recognize assets and liabilities for capital and operating leases with lease terms of more than 12 months. Additionally, this ASU will require disclosures to help investors and other financial statement users better understand the amount, timing, and

uncertainty of cash flows arising from leases, including qualitative and quantitative requirements. For public companies, the amendments were effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years. For private companies, the amendments are effective for fiscal years beginning after December 15, 2021. The Company is evaluating the potential impact this new standard may have on the financial statements.

3. Acquisitions

Concho Lea County Acquisition

On June 11, 2020, we acquired certain produced water handling and transportation assets in Lea County, New Mexico from a wholly owned subsidiary of Concho Resources, Inc., which was acquired by ConocoPhillips in January 2021 (the "Lea County Acquisition"). The net purchase consideration was $149.6 million, which comprised approximately $72.0 million of preferred equity, which was fully redeemed in April 2021, and $77.6 million of common equity.

The net purchase consideration was $149.6 million, which comprised $77.6 million of Class A Units (4,561,391 units) and $72.0 million of Redeemable Preferred Units with a face value of $75.0 million. See further discussion at Note 10, Redeemable Preferred Units.

This acquisition was accounted for as a business combination and the following table details the fair value of assets acquired:

Fair value of consideration	
Class A units issued to seller	$ 77,602
Redeemable Preferred Units issued to seller	71,974
Total consideration	$149,576
Fair value of assets and liabilities acquired	
Property, plant & equipment – water handling facilities	18,566
Property, plant & equipment – pipelines (including right-of-way)	33,897
Intangibles – contracts	90,300
Asset retirement obligations	(776)
Fair value of assets and liabilities acquired	141,987
Total assets acquired	141,987
Goodwill	$ 7,589

During the year ended December 31, 2020, the Company recorded revenue and earnings of $4.0 million and $1.5 million, respectively, in the consolidated statement of operations. The Company incurred $1.6 million of acquisition-related costs, which are included in Transaction Costs.

Concho Eddy County acquisition

On July 30, 2019, the Company acquired certain produced water handling, transportation and water disposal assets in Eddy County, New Mexico and Reeves and Culberson Counties, Texas of a wholly-owned subsidiary of Concho. The net purchase consideration was $330.6 million, which comprised of $55.4 million in cash and $275.2 million of Class D Units (6,385,948 units). This acquisition expanded the Company's water infrastructure system in the Northern Delaware Basin and established a long-term produced water management agreement with Concho.

The following table details the fair value of assets acquired:

Fair value of consideration	
Cash Payment	$ 55,430
Class D Units issued to seller	275,165
Total consideration	$330,595
Fair value of assets acquired	
Property, plant & equipment – water handling facilities	35,976
Property, plant & equipment – pipelines (including right-of-way)	13,405
Property, plant & equipment – casing	850
Intangibles – contracts	270,399
Asset retirement obligations	(1,181)
Fair value of assets and liabilities acquired	319,449
Total assets acquired	319,449
Goodwill	$ 11,146

During 2020, the Company made measurement period adjustments to reflect facts and circumstances that existed at the time of the acquisition. The adjustments resulted in a $0.6 million increase in Goodwill and a $0.6 million decrease to Property, Plant & Equipment – Pipeline.

During the year ended December 31, 2019, the Company recorded revenue and earnings of $8.8 million and $4.7 million, respectively, in the consolidated statement of operations. The Company incurred $1.0 million of acquisition-related costs, which is included in Transaction Costs.

Proforma – Concho Lea and Eddy County acquisitions

The unaudited pro forma results presented below have been prepared to give effect to the acquisitions discussed above on the Company's results of operations for the years ended December 31, 2020 and 2019 as if both the Concho Lea County acquisition and the Concho Eddy County acquisition had been consummated on January 1, 2019. The unaudited pro forma results do not purport to represent what the Company's actual results of operations would have been if the acquisitions had been completed on such date or to project its results of operation for any future date or period.

	For the year ended December 31, 2020		For the year ended December 31, 2019	
Pro forma (unaudited)	**Actual**	**Pro Forma**	**Actual**	**Pro Forma**
Total revenues	$172,772	$176,399	$118,793	$137,926
Net income	1,307	2,618	13,060	22,311

4. Prepaids, deposits and other current assets

Prepaids and deposits were comprised of the following at December 31:

	2020	**2019**
Prepaid insurance and other	$4,067	$2,979
Deposits and other	72	115
Prepaid groundwater	176	1,163
Total	$4,315	$4,257

5. Property, plant and equipment

Property, plant and equipment consisted of the following at December 31:

	2020	2019
Wells, facilities and related equipment	$331,322	$248,128
Pipelines	276,433	155,551
Projects and construction in progress	33,128	84,881
Water ponds	3,774	2,273
Land	2,063	2,063
Vehicles	5,123	4,370
Computer and other equipment	8,994	3,994
Office furniture, equipment & improvements	609	576
Total property, plant and equipment	661,446	501,836
Accumulated depreciation	(43,258)	(20,046)
Total property, plant and equipment, net	$618,188	$481,790

Depreciation expense was $23.4 million and $13.4 million for the years ended December 31, 2020 and 2019, respectively. Property, Plant and Equipment cash expenditures were approximately $140.0 million and $183.0 million for the years ended December 31, 2020 and 2019, respectively.

The Company recognized a gain on disposal of assets of $5.8 million for the year ended December 31, 2019. For the year ended December 31, 2019, the asset cost and accumulated depreciation related to these assets was $4.5 million and $0.3 million, respectively, at the time of disposal.

The Company recognized a loss on disposal of assets of $0.1 million and $0.7 million for the years ended December 31, 2020 and 2019, respectively. For the year ended December 31, 2020, the asset cost and accumulated depreciation related to these assets was $0.4 million and $0.2 million, respectively, at the time of disposal, and the salvage value received was $0.1 million. For the year ended December 31, 2019, the asset cost and accumulated depreciation related to these assets was $0.9 million and $0.1 million, respectively at the time of disposal, and the salvage value received was $0.1 million.

The Company also recognized a loss on impairment of assets of $1.0 million and $1.6 million for the years ended December 31, 2020 and 2019, respectively, and is included in Abandoned Projects. In 2020, the asset cost and accumulated depreciation related to these assets was $1.0 million and $0, respectively at the time of impairment. In 2019, the asset cost and accumulated depreciation related to these assets was $1.6 million and $0, respectively at the time of impairment.

6. Goodwill and other intangible assets

The changes in carry amounts of goodwill are as follows:

	Total
Balance as of December 31, 2018	$15,211
Additions	11,146
Balance as of December 31, 2019	$26,357
Additions	7,589
Measurement period adjustment	639
Balance as of December 31, 2020	$34,585

The components of the intangibles are as follows as of December 31:

Customer contracts	2020	2019
Gross value	$365,032	$274,732
Accumulated amortization	(27,497)	(7,084)
Net value	$337,535	$267,648

Customer contracts from the Concho acquisitions and the 829 Pipeline acquisition are being amortized over estimated useful lives of 13 years and 5.7 years, respectively, through the term of the related contract.

The table below shows the expected amortization of intangibles for the:

Year ending December 31,	Amount
2021	$ 32,605
2022	36,735
2023	37,404
2024	36,888
2025	35,050
Thereafter	158,853

Amortization expense was $20.4 million and $6.1 million for the years ended December 31, 2020 and 2019, respectively.

7. Asset retirement obligations

The Company's asset retirement obligations relate primarily to the dismantlement, removal, site reclamation and similar activities of its pipelines, water handling facilities and associated operations. A reconciliation of the Company's asset retirement obligation is as follows as of December 31:

	2020	2019
Asset retirement obligation – beginning of year	$3,375	$ 750
Liabilities incurred on acquisition	776	1,181
Liabilities incurred	936	1,298
Reduction due to assets sold	(22)	—
Accretion	226	146
Asset retirement obligation – end of year	$5,291	$3,375

Accretion expense was $0.2 million and $0.1 million for the years ended December 31, 2020 and 2019, respectively.

8. Concentrations

For the year ended December 31, 2020, Concho accounted for 38%, Oxy USA Inc. accounted for 15% and XTO Energy Inc. accounted for 10% of the Company's revenue. For the year ended December 31, 2019, Concho accounted for 20%, Marathon Oil Corporation accounted for 16% and Oxy USA Inc. accounted for 15% of the Company's revenue.

As of December 31, 2020, Concho accounted for 33%, Oxy USA Inc. accounted for 15% and Marathon Oil Corporation accounted for 12% of the Company's accounts receivable. As of December 31, 2019, Concho accounted for 36%, Oxy USA Inc. accounted for 17%, Marathon Oil Corporation accounted for 15% and XTO Energy Inc. accounted for 11% of the Company's accounts receivable.

9. Long-term debt

On June 27, 2019, the Company amended its Credit Facility with Cadence Bank, N.A. that matures on August 18, 2022 (the "Revolving Facility Maturity Date") to provide up to $350.0 million aggregate principal amount of commitments. The Credit Facility consists of (i) up to $275.0 million aggregate principal amount of revolving credit commitments available for borrowing until the Revolving Facility Maturity Date (defined below) with (ii) up to an additional $75.0 million accordion option available for borrowing until the Revolving Facility Maturity Date.

On April 7, 2020, the Company further amended the Credit Facility to provide up to $372.6 million aggregate principal amount of commitments, which consisted of (i) up to $297.6 million aggregate principal amount of revolving credit commitments available for borrowing until the Revolving Facility Maturity Date with (ii) up to an additional $75.0 million accordion option available for borrowing until the Revolving Facility Maturity Date.

On May 7, 2020, the Company changed the Administrative agent of its Credit Facility from Cadence Bank, N.A. to Wells Fargo Bank, N.A.

On October 9, 2020, the Company further amended the Credit Facility to provide for (i) up to $302.6 million aggregate principal amount of commitments available for borrowing until the Revolving Facility Maturity Date with (ii) up to an additional $70.0 million accordion available for borrowing until the Revolving Facility Maturity Date.

As of December 31, 2020, the Company had $297.0 million in borrowings and $0.15 million in letter of credits under the Credit Facility outstanding with $5.5 million in revolving commitments available. As of December 31, 2019, the Company had $220.0 million in borrowings and $0 in letter of credits under the Credit Facility outstanding.

Borrowings under the Credit Facility bear interest at either the Alternate Base Rate ("ABR") for ABR borrowings or the Adjusted LIBO rate for Eurodollar borrowings. As defined by the Senior Secured Revolving Facility, the ABR is the rate equal to the greatest of (a) prime rate, (b) 0.05% plus the greater of the (i) Federal funds effective rate or (ii) the overnight bank funding rate, or (c) London Interbank Offered Rate ("LIBOR") multiplied by the statutory reserve rate. The Adjusted LIBOR Rate is multiplied by the statutory reserve rate. Prior to the April 7, 2020 amendment, depending on the Company's leverage ratio, the applicable margin ranges from 1.25% to 2.25% for ABR borrowings or 2.25% to 3.25% for Eurodollar borrowings. Following the April 7, 2020 amendment, depending on the Company's leverage ratio, the applicable margin ranges from 1.75% to 2.75% for ABR borrowings or 2.75% to 3.75% for Eurodollar borrowings. During the continuance of an event of default, overdue amounts under the Credit Facility will bear interest at the highest applicable interest rate depending on the type of borrowing.

The Credit Facility contains representations, warranties and covenants that are customary for similar credit arrangements, including, among other things, covenants relating to (i) financial reporting and notification, (ii) payment of obligations, (iii) compliance with applicable laws, (iv) notification of certain events and (v) solvency. The Credit Facility is secured on a first priority basis (subject only to permitted liens) by substantially all of the Company's assets.

The Credit Facility contains certain covenants, restrictions and events of default including, but not limited to, a change of control restriction and limitations on the Company's ability to (i) incur indebtedness, (ii) issue preferred equity, (iii) pay dividends or make other distributions, (iv) prepay, redeem or repurchase certain debt, (v) make loans and investments, (vi) sell assets, (vii) acquire assets, (viii) incur liens, (ix) enter into transactions with affiliates, (x) consolidate or merge and (xi) enter into hedging transactions.

The Credit Facility requires the Company to maintain ratios of indebtedness to EBITDA of not more than 4.25 to 1.00 thereafter. For purpose of these tests, it is subtracted from indebtedness an amount not to exceed $15.0 million of unrestricted cash and cash equivalents of the Company and its subsidiaries. EBITDA, as defined in the Credit Facility, excludes non-cash items and any extraordinary, unusual or non-recurring gains, losses or expenses. In addition, the Credit Facility also requires the Company to maintain ratios of EBITDA to total interest expense accrued on indebtedness of the Company and its subsidiaries of not less than 2.50 to 1.00. At December 31, 2020, the Company was in compliance with all covenants contained in the Credit Facility.

10. Redeemable preferred units

On June 11, 2020, the Company issued 7,500 Redeemable Preferred Units (the "Preferred Units") to Concho as part of the consideration to acquire certain produced water handling, transportation and water disposal assets in Lea County, New Mexico. Concho has the option to convert the Preferred Units into Class A Units by way of exchange to satisfy current and any future cash capital commitments. The Preferred Units to be exchanged are valued at the Preferred Unit Liquidation Value in exchange for Class A Units valued at $10.00 per Class A Unit. "Preferred Unit Liquidation Value" means, with respect to each Preferred Unit, the sum of (a) the Preferred Unit Amount with respect to such Preferred Unit, plus (b) the amount of all cash distributions (including any preferred default distributions) accrued and unpaid with respect to such Preferred Unit, in each case, as of the time of determination. As of the date of issuance, Concho's cash capital commitment was $5.6 million.

Beginning in 2021, these Preferred Units are entitled to a distribution at various annual rates. The Company has the option of paying the distribution in kind for calendar years 2021 and 2022 at 10% and 12%, respectively. If the distribution is paid in cash, the annual rates are as follows: 7% in 2021, 10% for 2022 and 2023, and 13% for 2024 and 2025.

The Preferred Units are redeemable by Concho at any time following the fifth anniversary of issuance. If, for any reason, the Company fails to timely redeem any Preferred Units when required, the holder of such Preferred Units may pursue any remedy existing at law or in equity for collection of the Preferred Unit Liquidation Value, which is the sum of (a) the Preferred Unit Amount with respect to such Preferred Unit, plus (b) the amount of all cash distributions accrued and unpaid with respect to such Preferred Unit, in each case, as of the time of determination, of each such Preferred Unit that has not been redeemed when required. The Company also has the option, at any time, to redeem, in whole or in part, the Preferred Units for cash in an amount equal to the Preferred Unit Liquidation value with respect to each unit redeemed.

The Preferred Units have no voting rights except to the extent expressly set forth in the LLC Agreement (as defined below). Each Preferred Unit shall entitle the holder thereof to one (1) vote on each matter as to which the Preferred Unitholders shall be entitled to vote, and the vote of all Preferred Unitholders, as a group, shall be determined by the vote of a majority in interest of the Preferred Unitholders.

The Preferred Units were initially recorded at their issuance-date fair value. Since the Preferred Units become redeemable by Concho following the fifth anniversary of the issuance or by the Company at any time, the Company has elected to accrete changes in the redemption value over the period from the date of issuance to the date that the instrument will be redeemable, using the effective interest method. For the year ended December 31, 2020, accretion related to the Preferred Units were $4.3 million.

On November 9, 2020, the Company issued a capital call to Concho for $1.9 million. Concho elected to redeem 193 Preferred Units in exchange for 192,981 Class A Units to satisfy this call. As of December 31, 2020, there were 7,307 Preferred Units outstanding.

11. Equity

The Company's operations are governed by the provisions of a limited liability company agreement (the "LLC Agreement"). The LLC Agreement sets forth the rights and obligations of each class of membership interest. The Company currently has four classes of membership units outstanding – Class A, B, C, and D. The membership units have no voting rights except to the extent expressly set forth in the LLC Agreement. Each Class A unit shall entitle the holder thereof to one vote on each matter as to which the Class A unitholders shall be entitled to vote, and the vote of all Class A unitholders, as a group, shall be determined by the vote of a majority in interest of the Class A unitholders. Each Class B unit shall entitle the holder thereof to one vote on each matter as to which the Class B unitholders shall be entitled to vote, and the vote of all Class B unitholders, as a group, shall be determined by the vote of a majority in interest of the Class B unitholders. Each Class C unit shall entitle the holder thereof to one vote on each matter as to which the Class C unitholders shall be entitled to vote, and the vote of all Class C unitholders, as a group, shall be determined by the vote of a majority in interest of the Class C unitholders. Each Class D unit shall entitle the holder thereof to one vote on each matter as to which the Class D unitholders shall be entitled to vote, and the vote of all Class D unitholders, as a group, shall be determined by the vote of a majority in interest of the Class D unitholders. If the holders of more than one class of Units are entitled to vote on a particular matter, then each such unit shall entitle the holder thereof to one vote on each matter as to which each such class of units shall be entitled to vote, and the vote of all unitholders of all such classes combined, voting together as one group, shall be determined by the vote of a majority in interest of such unitholders. Allocations of net income and loss are allocated to the members based on a hypothetical liquidation. The Class C units receive a share of distributions that would otherwise be payable to the Class A unitholders after the Class A unitholders achieve certain target returns on their invested capital (the "Class C Unit Waterfall"). Class B and Class D units are not burdened by the Class C Unit Waterfall.

In connection with the issuance of Class C units by the Company to Solaris Midstream Investment, LLC ("Solaris Investment"), Solaris Investment issues a corresponding number of Class C units ("Solaris Investment Profits Units") to the members of Solaris Investment as specified in the limited liability company agreement of Solaris Investment. Each such member of Solaris Investment then enters into a grant agreement ("Grant

Agreement"), as set forth in the LLC Agreement, with the Company and Solaris Investment. The Solaris Investment Profits Units are subject to various vesting requirements as specified in the Grant Agreement. The value assigned to each unit as of its respective date of grant was de minimis.

For the year ended December 31, 2020, the Company issued 15,500 Class C units and 42,250 Class C units were forfeited.

For the year ended December 31, 2019, the Company issued 140,500 Class C units and 153,650 Class C units were forfeited.

12. Commitments and contingencies

In the normal course of business, the Company is subjected to various claims, legal actions, contract negotiations and disputes. The Company provides for losses, if any, in the year in which they can be reasonably estimated. In management's opinion, there are currently no such matters outstanding that would have a material effect on the accompanying consolidated financial statements.

The Company is also subject to various federal, state and local laws and regulations relating to the protection of the environment. As of December 31, 2020 and 2019, the Company recognized $6.5 million and $0 of expenses, respectively, related to environmental matters that was recorded in Operating Expense. The Company also recognized $2.5 million of insurance proceeds receivable that the Company believes is probable to collect and is reasonably estimable. The Company is proactivity working with applicable state agencies to ensure it meets or exceeds regulatory requirements while also incorporating sustainable resource conservation methods. Although the Company believes these estimates are reasonable, actual results could differ from those estimates.

Additionally, the Company is party to a guarantee related to a lease agreement with Solaris Energy Management, LLC ("SEM"), a related party of the Company, on the rental of office space for the Company's corporate headquarters. As of December 31, 2020, the Company's share of SEM's future commitment related to this lease agreement is $3.4 million and the Company's share of the guaranty of SEM's lease agreement is $0.2 million. Refer to Note 13, Related Party Transactions, for additional information regarding related party transactions recognized.

Other commitments

In the normal course of business, the Company has certain short-term purchase obligations and commitments for products and services, primarily related to purchases of long lead materials. As of December 31, 2020, the Company had purchase obligations and commitments of approximately $10.0 million due in the next twelve months.

The Company has executed a guarantee of lease agreement with Solaris Energy Management, LLC, a related party of the Company, related to the rental of office space for the Company's corporate headquarters. The total future guaranty under the guarantee of lease agreement with Solaris Energy Management, LLC is $4.0 million as of December 31, 2020. Refer to Note 13, Related Party Transactions. The Company also has commitments of $1.1 million related to operating leases for its Midland, Texas and Carlsbad, New Mexico offices.

The Company is party to a surface use and compensation agreement by which the Company has agreed to a minimum annual payment for each of the first ten years, beginning in 2020, in exchange for certain rights to access and use the land for the limited purposes of conducting water operations for a period of thirteen years.

The table below provides estimates of the timing of future payments that the Company is contractually obligated to make based on agreements in place at December 31, 2020.

	For the year ending December 31,						
	2021	2022	2023	2024	2025	Thereafter	Total
Purchase commitments	$10,040	$ —	$ —	$ —	$ —	$ —	$10,040
Surface use and compensation agreement obligation	1,050	1,100	1,150	1,200	1,250	5,750	11,500
Operating leases	496	833	700	691	585	1,809	5,114
Total	$11,586	$1,933	$1,850	$1,891	$1,835	$7,559	$26,654

13. Related party transactions

On September 14, 2016, the Company entered into an administrative services arrangement with SEM for the provision of certain personnel and administrative services at cost. The services provided by SEM in 2019 include, but are not limited to, executive management functions, accounting and bookkeeping and treasury. In 2020, services provided by SEM were administrative only. In addition, SEM provides office space, equipment and supplies to the Company under the administrative service agreement. For the years ended December 31, 2020 and 2019, the Company incurred $0.5 million and $1.1 million for these services and were recorded in general and administrative expenses, respectively. As of December 31, 2020 and 2019, the Company had a payable of $0 and $0.04 million to SEM, respectively, that was recorded in accounts payable.

As of December 31, 2020 and 2019, the Company had a prepaid balance to SEM of $0.2 million and $0.3 million, respectively, to cover upcoming rent and other expenses.

The Company incurred $0.07 million and $0.2 million of general and administrative expenses that were paid on behalf of the Company by Solaris Energy Capital, LLC during the year ended December 31, 2020 and 2019, respectively, and were recorded in general and administrative expenses. As of December 31, 2020 and 2019, Solaris Energy Capital, LLC was due $0 and $0.02 million from the Company, respectively, that was recorded in accounts payable.

In connection with the acquisitions as described in Footnote 3 – Acquisitions, Concho is one of the principal owners of the Company and the Company entered into a 13-year water gathering and handling agreement, pursuant to which Concho agreed to dedicate all of the produced water generated from its current and future acreage in a defined AMI in New Mexico and Texas. As of December 31, 2020 and 2019, the Company had a receivable of $10.6 million and $15.8 million from Concho, respectively, that was recorded in Accounts Receivable from Affiliates. As of December 31, 2020 and 2019, the Company had a payable of $1.9 million and $1.7 million to Concho, respectively, that was recorded in Accrued and Other Current Liabilities. The following table shows revenue and expenses from Concho:

	2020	2019
Revenue	$66,507	$23,245
Operating expense	3,532	2,765

Expenses are related to reimbursement of Concho's costs for operating certain assets between closing and asset transfer.

14. Subsequent events

Subsequent events have been evaluated through March 19, 2021, the date the consolidated financial statements were available to be issued.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Stockholder and Board of Directors
Aris Water Solutions, Inc
Houston, Texas

Opinion on the Balance Sheet

We have audited the accompanying balance sheet of Aris Water Solutions, Inc. (the "Company") as of June 30, 2021, and the related notes (collectively referred to as the "balance sheet"). In our opinion, the balance sheet presents fairly, in all material respects, the financial position of the Company as of June 30, 2021, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

The balance sheet is the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's balance sheet based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the balance sheet is free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audit, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the balance sheet, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the balance sheet. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the balance sheet. We believe that our audit provides a reasonable basis for our opinion.

/s/ BDO USA, LLP

We have served as the Company's auditor since 2021.

Houston, Texas
October 7, 2021

Aris Water Solutions, Inc.
Balance Sheet
(In dollars)

	June 30, 2021
ASSETS	
Total assets	$ —
LIABILITIES AND STOCKHOLDER'S EQUITY	
Total Liabilities	$ —
Commitments and Contingencies	—
Stockholder's Equity:	
Receivable from Solaris Midstream Holdings, LLC	$(10)
Common Stock, $0.01 Par Value; 1,000 Shares Authorized, Issued, and Outstanding at June 30, 2021	10
Total Stockholder's Equity	$ —
Total Liabilities & Stockholder's Equity	$ —

The accompanying notes are an integral part of this balance sheet.

Aris Water Solutions, Inc.
Notes to Balance Sheet
June 30, 2021

1. Organization and Background of Business

Aris Water Solutions, Inc. (the "Company" or "we"), was incorporated on June 30, 2021 as a Delaware corporation.

The Company was formed to serve as the issuer of an initial public offering of equity ("IPO"). Concurrent with the completion of the IPO, the Company will serve as the new parent holding company of Solaris Midstream Holdings, LLC, a Delaware limited liability company.

The balance sheet has been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). Separate Statements of Operations, Changes in Stockholder's Equity and of Cash Flows have not been presented because we did not have any business transactions or activities as of June 30, 2021, except for our initial capitalization, which was funded by an affiliate. In this regard, we have determined that general and administrative costs associated with the formation and daily management of the Company are insignificant.

2. Summary of Significant Accounting Policies

Estimates

The preparation of the balance sheet, in accordance with GAAP, requires management to make estimates and assumptions that affect the amounts reported in the balance sheet and accompanying notes. Actual results could differ from those estimates.

Income Taxes

The Company is a corporation and is subject to U.S. federal and state income taxes. The Company recognizes deferred tax assets and liabilities for the future tax consequences attributable to differences between the financial statement carrying amounts and income tax basis of assets and liabilities and the expected benefits of utilizing net operating loss and tax credit carryforwards, using enacted tax rates in effect for the taxing jurisdiction in which we operate for the year in which those temporary differences are expected to be recovered or settled. As of June 30, 2021, there are no income tax related balances reflected in our balance sheet.

3. Stockholder's Equity

The Company has authorized share capital of 1,000 common shares with $0.01 par value. On June 30, 2021, all 1,000 shares were issued and acquired by an affiliate for consideration of $10 note receivable from that affiliate. Each share has one voting right.

Through and including , 2021 (the 25th day after the date of this prospectus), all dealers effecting transactions in our Class A common stock, whether or not participating in this offering, may be required to deliver a prospectus. This delivery requirement is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

Shares

Aris Water Solutions, Inc.

Class A Common Stock

PROSPECTUS

Goldman Sachs & Co. LLC
Citigroup
J.P. Morgan
Wells Fargo Securities
Barclays
Evercore ISI
Capital One Securities
Johnson Rice & Company L.L.C.
Raymond James
Stifel
U.S. Capital Advisors

, 2021

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table shows the costs and expenses, other than underwriting discounts and commissions, payable in connection with the sale and distribution of the securities being registered. All amounts except the SEC registration fee, the FINRA fee and the stock exchange listing fee are estimated.

SEC Registration Fee	$ 10,910
FINRA Filing Fee	15,500
NYSE Listing Fee	*
Printing Costs	*
Legal Fees and Expenses	*
Accounting Fees and Expenses	*
Transfer Agent Fees and Expenses	*
Miscellaneous Expenses	*
Total	$ *

* To be provided by amendment.

Item 14. Indemnification of Directors and Officers.

Our amended and restated certificate of incorporation will provide that, to the fullest extent permitted by the Delaware General Corporate Law, or the DGCL, no director shall be personally liable to our company or its stockholders for monetary damages for breach of fiduciary duty as a director. In addition, if the DGCL is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability provided for in our amended and restated certificate of incorporation, will be limited to the fullest extent permitted by the amended DGCL. Our amended and restated bylaws will provide that each person who was or is party or is threatened to be made a party to, or was or is otherwise involved in, any threatened, pending or completed proceeding by reason of the fact that he or she is or was a director or officer of our company or was serving at the request of our company as a director, officer, employee, agent or trustee of another entity shall be indemnified and held harmless by us to the full extent authorized by the DGCL against all expense, liability and loss actually and reasonably incurred in connection therewith, subject to certain limitations.

Section 145(a) of the DGCL authorizes a corporation to indemnify any person who was or is a party, or is threatened to be made a party, to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful.

Section 145(b) of the DGCL provides in relevant part that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been

adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

The DGCL also provides that indemnification under Sections 145(a) and (b) can only be made upon a determination that indemnification of the present or former director, officer or employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Sections 145(a) and (b). Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (1) by a majority vote of directors who are not a party to the action at issue (even though less than a quorum), (2) by a majority vote of a designated committee of these directors (even though less than a quorum), (3) if there are no such directors, or these directors authorize, by the written opinion of independent legal counsel, or (4) by the stockholders.

Section 145(g) of the DGCL also empowers a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under Section 145 of the DGCL.

Section 102(b)(7) of the DGCL permits a corporation to provide for eliminating or limiting the personal liability of one of its directors for any monetary damages related to a breach of fiduciary duty as a director, as long as the corporation does not eliminate or limit the liability of a director for acts or omissions which (1) were in bad faith, (2) were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, (3) the director derived an improper personal benefit from (such as a financial profit or other advantage to which such director was not legally entitled) or (4) breached the director's duty of loyalty.

We will enter into written indemnification agreements with each of our executive officers and directors that provide, in general, that we will indemnify them to the fullest extent permitted by law in connection with their service to us or on our behalf.

The proposed form of Underwriting Agreement to be filed as Exhibit 1.1 to this Registration Statement will provide for indemnification of our directors and officers by the underwriters against certain liabilities.

Item 15. Recent Sales of Unregistered Securities.

Except as set forth below, in the three years preceding the filing of this registration statement, we have not issued any securities that were not registered under the Securities Act.

In connection with our incorporation on June 30, 2021 under the laws of the State of Delaware, we issued 1,000 shares of our common stock to Solaris LLC for an aggregate purchase price of $10.00. These securities were offered and sold by us in reliance upon the exemption from the registration requirements provided by Section 4(a)(2) of the Securities Act. These shares will be redeemed for nominal value in connection with our reorganization.

Also, in connection with the reorganization transactions described in the accompanying prospectus, we will issue shares of Class B common stock to Solaris LLC. The shares of Class B common stock will be issued for nominal consideration in reliance on the exemption contained in Section 4(a)(2) of the Securities Act on the basis that the transaction does not involve a public offering. No underwriters will be involved in the transaction.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits

Exhibit No.	Description of Exhibit
1.1**	Form of Underwriting Agreement.
3.1*	Form of Amended and Restated Certificate of Incorporation.
3.2*	Form of Amended and Restated Bylaws.
4.1*	Indenture, dated as of April 1, 2021, among Solaris Midstream Holdings, LLC, the guarantors party thereto and Wells Fargo Bank, National Association, as trustee.
4.2**	Form of Registration Rights Agreement.
5.1**	Opinion of Gibson, Dunn & Crutcher LLP.
10.1**	Form of Fourth Limited Liability Company Agreement of Solaris Midstream Holdings, LLC.
10.2*	Form of Tax Receivable Agreement.
10.3**	Form of Indemnification Agreement.
10.4*	Second Amended and Restated Credit Agreement, dated as of April 1, 2021, among Solaris Midstream Holdings, LLC, the lenders party thereto and Wells Fargo Bank, National Association, as administrative agent and lead arranger.
10.5†*	Form of Aris Water Solutions, Inc. 2021 Equity Incentive Plan.
10.6†**	Letter Agreement between Solaris Midstream Holdings, LLC and William Zartler dated January 29, 2021.
10.7†**	Letter Agreement between Solaris Midstream Holdings, LLC and Amanda Brock dated January 29, 2021.
10.8#**	Amended and Restated Water Gathering and Disposal Agreement, dated June 11, 2020, by and among Solaris Midstream DB-NM, LLC, COG Operating LLC, COG Production LLC, Concho Oil & Gas LLC and COG Acreage LP.
21.1*	List of subsidiaries of Aris Water Solutions, Inc.
23.1*	Consent of BDO USA, LLP.
23.2**	Consent of BDO USA, LLP.
23.3**	Consent of Gibson, Dunn & Crutcher LLP (included in Exhibit 5.1).
24.1*	Power of Attorney (included on the signature page of the initial filing of this Registration Statement).
99.1*	Consent of Joseph Colonnetta.
99.2*	Consent of Debra G. Coy.
99.3*	Consent of W. Howard Keenan, Jr.
99.4*	Consent of Christopher Manning.
99.5*	Consent of Andrew O'Brien.
99.6*	Consent of Donald C. Templin.
99.7*	Consent of M. Max Yzaguirre.

* Previously filed.

** Filed herewith.

† Management contract or compensatory plan or arrangement.

Certain confidential information contained in this agreement has been omitted because it is both (i) not material and (ii) the type of information that the Company treats as private or confidential.

(b) Financial Statement Schedules

None. Financial statement schedules have been omitted because the information is included in our consolidated financial statements included elsewhere in this Registration Statement.

Item 17. Undertakings.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended, or the Act, may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a

claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

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

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Houston, Texas, on October 7, 2021.

ARIS WATER SOLUTIONS, INC.

By: /s/ Amanda M. Brock

Name: Amanda M. Brock

Title: President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement have been signed by the following persons in the capacities indicated on the 7th day of October, 2021.

Signature	Title
/s/ Amanda M. Brock Amanda M. Brock	President and Chief Executive Officer and Director (principal executive officer)
/s/ Brenda R. Schroer Brenda R. Schroer	Chief Financial Officer (principal financial officer)
/s/ Dustin A. Hatley Dustin A. Hatley	Chief Accounting Officer (principal accounting officer)
/s/ William A. Zartler William A. Zartler	Executive Chairman

Exhibit 1.1

Aris Water Solutions, Inc.

Class A Common Stock

Underwriting Agreement

[●], 2021

Goldman Sachs & Co. LLC
Citigroup Global Markets Inc.
As representatives (the "Representatives") of the several Underwriters named in Schedule I hereto,

c/o Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Ladies and Gentlemen:

Aris Water Solutions, Inc., a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated in this agreement (this "Agreement"), to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters") an aggregate of [●] shares of Class A common stock, par value $0.01 per share ("Stock") of the Company, subject to the terms and conditions stated in this Agreement and, at the election of the Underwriters, up to [●] additional shares of Stock. The aggregate of [●] shares to be sold by the Company are herein called the "Firm Shares" and the aggregate of [●] additional shares to be sold by the Company are herein called the "Optional Shares." The Firm Shares and the Optional Shares that the Underwriters elect to purchase pursuant to Section 2 hereof are herein collectively called the "Shares."

On the date hereof the business of the Company is conducted through Solaris Midstream Holdings, LLC, a Delaware limited liability company ("Solaris LLC"), and its subsidiaries. In connection with the offering contemplated by this Agreement, the Reorganization (as such term is defined in the Registration Statement and the Pricing Disclosure Package (each as defined below) in the section titled "Corporate Reorganization") will be effected prior to the First Time of Delivery (as defined below), pursuant to which the Company will become the sole managing member of Solaris LLC. As the sole managing member of Solaris LLC, the Company will operate and control all of the business and affairs of Solaris LLC and, through Solaris LLC and its subsidiaries, conduct its business. Upon consummation of the offering contemplated by this Agreement, the Company will contribute the net proceeds of the Offering to Solaris LLC in exchange for units of memberships interest in Solaris LLC.

Raymond James & Associates, Inc. (the "Directed Share Underwriter") has agreed to reserve up to [●] Shares to be purchased by it under this Agreement for sale at the direction of the Company to certain parties related to the Company. The Shares to be sold by the Directed Share Underwriter pursuant to the Directed Share Program are hereinafter called the "Directed Shares." Any Directed Shares not confirmed for purchase by the deadline established therefor by the Directed Share Underwriter in consultation with the Company will be offered to the public by the Underwriters as set forth in the Prospectus.

1. The Company represents and warrants to, and agrees with, each of the Underwriters that:

(a) A registration statement on Form S–1 (File No. 333-259740) (the "Initial Registration Statement") in respect of the Shares has been filed with the Securities and Exchange Commission (the "Commission"); the Initial Registration Statement and any post-effective amendment thereto, each in the form heretofore delivered to you, have been declared effective by the Commission in such form; other than a registration statement, if any, increasing the size of the offering (a "Rule 462(b) Registration Statement"), filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended (the "Act"), which became effective upon filing, no other document with respect to the Initial Registration Statement has been filed with the Commission; and no stop order suspending the effectiveness of the Initial Registration Statement, any post-effective amendment thereto or the Rule 462(b) Registration Statement, if any, has been issued and no proceeding for that purpose or pursuant to Section 8A of the Act has been initiated or, to the knowledge of the Company, threatened by the Commission (any preliminary prospectus included in the Initial Registration Statement or filed with the Commission pursuant to Rule 424(a) of the rules and regulations of the Commission under the Act is hereinafter called a "Preliminary Prospectus"; the various parts of the Initial Registration Statement and the Rule 462(b) Registration Statement, if any, including all exhibits thereto and including the information contained in the form of final prospectus filed with the Commission pursuant to Rule 424(b) under the Act in accordance with Section 5(a) hereof and deemed by virtue of Rule 430A under the Act to be part of the Initial Registration Statement at the time it was declared effective, each as amended at the time such part of the Initial Registration Statement became effective or such part of the Rule 462(b) Registration Statement, if any, became or hereafter becomes effective, are hereinafter collectively called the "Registration Statement"; the Preliminary Prospectus relating to the Shares that was included in the Registration Statement immediately prior to the Applicable Time (as defined in Section 1(c) hereof) is hereinafter called the "Pricing Prospectus"; such final prospectus, in the form first filed pursuant to Rule 424(b) under the Act, is hereinafter called the "Prospectus"; any oral or written communication with potential investors undertaken in reliance on Section 5(d) of the Act or Rule 163B under the Act is hereinafter called a "Testing-the-Waters Communication"; and any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Act is hereinafter called a "Written Testing-the-Waters Communication"; and any "issuer free writing prospectus" as defined in Rule 433 under the Act relating to the Shares is hereinafter called an "Issuer Free Writing Prospectus");

(b) (A) No order preventing or suspending the use of any Preliminary Prospectus or any Issuer Free Writing Prospectus has been issued by the Commission, and (B) each Preliminary Prospectus, at the time of filing thereof, conformed in all material respects to the applicable requirements of the Act and the rules and regulations of the Commission thereunder, and did not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information (as defined in Section 9(c) of this Agreement);

(c) For the purposes of this Agreement, the "Applicable Time" is [●] [a.][p.]m. (Eastern time) on the date of this Agreement. The Pricing Prospectus, as supplemented by the information listed on Schedule II(b) hereto, taken together (collectively, the "Pricing Disclosure Package"), as of the Applicable Time, did not, and as of each Time of Delivery (as defined in Section 4(a) of this Agreement) will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus, and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication, as supplemented by and taken together with the Pricing Disclosure Package, as of the Applicable Time, did not, and as of each Time of Delivery, will not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to statements or omissions made in reliance upon and in conformity with the Underwriter Information;

(d) No documents were filed with the Commission since the Commission's close of business on the business day immediately prior to the date of this Agreement and prior to the execution of this Agreement;

(e) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will conform, in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement, as of the applicable filing date of the Prospectus and any amendment or supplement thereto, and as of each Time of Delivery, include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading (in the case of the Prospectus or any amendment or supplement thereto, in the light of the circumstances under which they were made); provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information;

(f) The financial statements included in the Registration Statement, the Pricing Disclosure Package and the Prospectus, together with the related schedules and notes, present fairly in all material respects the financial position of the Company and its subsidiaries as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with generally accepted accounting principles in the United States ("GAAP") applied on a consistent basis throughout the periods covered thereby; the other financial information included in the Registration Statement, the Pricing Disclosure Package and the Prospectus has been derived from the accounting records of the Company and its subsidiaries and presents fairly in all material respects the information shown thereby; and, since the respective dates as of which information is given in the Registration Statement and the Pricing Disclosure Package, there has not been (x) any change in the capital stock (other than as a result of (i) the exercise, if any, of stock options or the award, if any, of stock options or restricted stock in the ordinary course of business pursuant to the Company's equity plans that are described in the Pricing Prospectus and the Prospectus or (ii) the issuance, if any, of stock upon conversion of Company securities as described in the Pricing Prospectus and the Prospectus) or long-term debt of the Company or any of its subsidiaries or (y) any material adverse effect on the business, properties, financial position, results of operations or prospects of the Company and its subsidiaries taken as a whole or on the performance by the Company of its obligations under this Agreement (a "Material Adverse Effect"). Except as included therein, no historical or pro forma financial statements or supporting schedules are required to be included in the Registration Statement, the Pricing Prospectus or the Prospectus under the Act or the rules and regulations promulgated thereunder. All disclosures contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission) comply with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Act, to the extent applicable;

(g) Since the date of the most recent financial statements of the Company included in the Pricing Disclosure Package, except in each case as otherwise disclosed in the Pricing Disclosure Package and the Prospectus, (A) there has not been any change in the capital stock, membership interests or other similar ownership interests, as applicable, or long-term debt of the Company or any of its subsidiaries, or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of capital stock, membership interests or other ownership interests, as applicable, or any material adverse change, or any development involving a prospective material adverse change, in or affecting the business, properties, financial position, results of operations or prospects of the Company and its subsidiaries taken as a whole; (B) neither the Company nor any of its subsidiaries has entered into any transaction or agreement that is material to the Company and its subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries taken as a whole; and (C) neither the Company nor any of its subsidiaries has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority;

(h) The Company and each of its subsidiaries have been duly organized and are validly existing and in good standing under the laws of their respective jurisdictions of organization, are duly qualified to do business and are in good standing in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification, and have all power and authority necessary to own or hold their respective properties and to conduct the businesses in which they are engaged, except where the failure to be so qualified, in good standing or have such power or authority would not, individually or in the aggregate, have a Material Adverse Effect. The Company does not own or control, directly or indirectly, any corporation, association or other entity other than the subsidiaries listed in Schedule IV to this Agreement;

(i) The Company has the capitalization as set forth in the Pricing Disclosure Package and the Prospectus; after giving effect to the Reorganization and the issuance of the Firm Shares to be sold by the Company and the use of the net proceeds therefrom as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, the Company would have an authorized capitalization as set forth under the as-adjusted column of the capitalization table in the section entitled under the heading “Capitalization”; and after giving effect to the Reorganization, all the outstanding shares of capital stock of the Company will have been duly and validly authorized and issued and will be fully paid and non-assessable and conform to the description of the Stock contained in the Pricing Disclosure Package and the Prospectus; and all of the issued shares of capital stock, membership interests or other equity interests of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of any lien, charge, encumbrance, security interest, restriction on voting or transfer or any other claim of any third party (collectively, “Liens”), except for (A) Liens pursuant to the Second Amended and Restated Credit Agreement, dated April 1, 2021, by and among the Company, Wells Fargo Bank, National Association, as administrative agent and lead arranger, and the lenders from time to time party thereto (as amended, the “Credit Facility”) and (B) Liens pursuant to the Third Amended and Restated Limited Liability Company Agreement of Solaris LLC, dated June 11, 2020;

(j) The Company has full right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and all action required to be taken for the due and proper authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby has been or will be duly and validly taken on or prior to each Time of Delivery;

(k) This Agreement has been duly authorized, executed and delivered by the Company;

(l) This Agreement conforms in all material respects to the description thereof contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus;

(m) The statements made in the Pricing Disclosure Package and the Prospectus under the caption "Description of Capital Stock," insofar as they purport to constitute summaries of the terms of statutes, rules or regulations, legal or governmental proceedings or contracts and other documents or descriptions of the Stock, constitute accurate summaries of the terms of such statutes, rules and regulations, legal and governmental proceedings and contracts in all material respects. Subject to the qualifications and limitations set forth therein, the statements in the Pricing Disclosure Package and the Prospectus under the caption "Material U.S. Federal Income Tax Considerations for Non-U.S. Holders of Class A Common Stock," insofar as such statements constitute a summary of the United States federal tax laws referred to therein, are accurate in all material respects;

(n) Neither the Company nor any of its subsidiaries is (A) in violation of its charter, certificate of formation, by-laws, limited liability company agreement or similar organizational documents; (B) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any property or asset of the Company or any of its subsidiaries is subject; or (C) in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (B) and (C) above, for any such default or violation that would not, individually or in the aggregate, have a Material Adverse Effect;

(o) The execution, delivery and performance by the Company of this Agreement, the issuance and sale of the Shares to be sold by the Company and the compliance by the Company with this Agreement and the consummation of the transactions contemplated by this Agreement and the Pricing Disclosure Package will not (A) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, result in the termination, modification or acceleration of, or result in the creation or imposition of any lien, charge or encumbrance upon any property, right or asset of the Company or any of its subsidiaries pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any property, right or asset of the Company or any of its subsidiaries is subject, (B) result in any violation of the provisions of the charter, certificate of formation, by-laws, limited liability company agreement or similar organizational documents of the Company or any of its subsidiaries or (C) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (A) and (C) above, for any such conflict, breach, violation, default, lien, charge or encumbrance that would not, individually or in the aggregate, have a Material Adverse Effect; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue of the Shares to be sold by the Company and the sale of the Shares or the consummation by the Company of the transactions contemplated by this Agreement, except such as have been obtained under the Act, the approval by the Financial Industry Regulatory Authority ("FINRA") of the underwriting terms and arrangements and such consents, approvals, authorizations, orders, registrations or qualifications as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters;

(p) No consent, approval, authorization, order, registration or qualification of or with any court or arbitrator or governmental or regulatory authority is required for the execution, delivery and performance by the Company of this Agreement, the issuance and sale of the Shares and the consummation of the transactions contemplated by this Agreement and the Pricing Disclosure Package, except for such consents, approvals, authorizations, orders and registrations or qualifications as may be required under applicable state securities laws in connection with the purchase and resale of the Shares by the Underwriters;

(q) Except as described in the Pricing Disclosure Package and the Prospectus, there are no legal, governmental or regulatory investigations, actions, demands, claims, suits, arbitrations, inquiries or proceedings ("Actions") pending to which the Company or any of its subsidiaries is or may be a party or to which any property of the Company or any of its subsidiaries is or may be the subject that, individually or in the aggregate, if determined adversely to the Company or any of its subsidiaries, could reasonably be expected to have a Material Adverse Effect; and no such Actions are threatened or, to the knowledge of the Company, contemplated by any governmental or regulatory authority or threatened by others; there are no current or pending Actions that are required under the Act to be described in the Registration Statement or the Pricing Disclosure Package that are not so described therein; and there are no statutes, regulations or contracts or other documents that are required under the Act to be filed as exhibits to the Registration Statement or described in the Registration Statement, the Pricing Disclosure Package that are not so filed as exhibits to the Registration Statement or described in the Registration Statement and the Pricing Disclosure Package;

(r) BDO USA, LLP, who have certified certain financial statements of the Company and its subsidiaries, are independent public accounts as required by the Act and the rules and regulations of the Commission thereunder;

(s) The Company and its subsidiaries have good and marketable title in fee simple to, or have valid rights to lease or otherwise use, all items of real and personal property that are material to the respective businesses of the Company and its subsidiaries, in each case free and clear of all liens, encumbrances, claims and defects and imperfections of title except those that (A) do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries, (B) could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect or (C) those that secure the Credit Facility;

(t) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, the Company and its subsidiaries have such consents, easements, rights-of-way or licenses from any person as are necessary to enable the Company and its subsidiaries to conduct their respective business in the manner described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, subject to such qualifications as may be set forth in the Registration Statement, the Pricing Disclosure Package and the Prospectus;

(u) (A) The Company and its subsidiaries own or have the right to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, domain names and other source indicators, copyrights and copyrightable works, know-how, trade secrets, systems, procedures, proprietary or confidential information and all other worldwide intellectual property, industrial property and proprietary rights (collectively, "Intellectual Property") used in the conduct of their respective businesses; (B) the Company's and its subsidiaries' conduct of their respective businesses does not infringe, misappropriate or otherwise violate any Intellectual Property of any person; (C) the Company and its subsidiaries have not received any written notice of any claim relating to Intellectual Property; and (D) to the knowledge of the Company, the Intellectual Property of the Company and their subsidiaries is not being infringed, misappropriated or otherwise violated by any person, except in the case of each of clauses (A) though (D) above, as would not, individually or in the aggregate, have a Material Adverse Effect;

(v) No relationship, direct or indirect, exists between or among the Company or any of its subsidiaries, on the one hand, and the directors, officers, stockholders or other affiliates of the Company or any of its subsidiaries, on the other, that would be required by the Act to be described in a registration statement on Form S-1 to be filed with the Commission and that is not so described in the Registration Statement, the Pricing Disclosure Package or the Prospectus;

(w) The Company is not, and after giving effect to the offering and sale of the Shares and the application of the proceeds thereof as described in the Pricing Disclosure Package and the Prospectus, will not be, an "investment company" or an entity "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder;

(x) The Company and its subsidiaries have paid all federal, state, local and foreign taxes and filed all tax returns required to be paid or filed through the date hereof; and except as would not have a Material Adverse Effect, there is no tax deficiency that has been, or would reasonably be expected to be, asserted against the Company or any of its subsidiaries or any of their respective properties or assets;

(y) The Company and its subsidiaries possess all licenses, sub-licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in the Pricing Disclosure Package and the Prospectus, except where the failure to possess or make the same would not, individually or in the aggregate, have a Material Adverse Effect; and except as described in the Pricing Disclosure Package and the Prospectus, neither the Company nor any of its subsidiaries has received notice of any revocation or modification of any such license, sub-license, certificate, permit or authorization or has any reason to believe that any such license, sub-license, certificate, permit or authorization will not be renewed in the ordinary course;

(z) No labor disturbance by or dispute with employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is contemplated or threatened and the Company is not aware of any existing or imminent labor disturbance by, or dispute with, the employees of any of the Company's or any of the Company's subsidiaries' principal suppliers, contractors or customers, except as would not have a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice of cancellation or termination with respect to any collective bargaining agreement to which it is a party;

(aa) Except as disclosed in the Pricing Disclosure Package and the Prospectus, (a)(i) neither the Company nor any of its subsidiaries is in violation of, and does not have any liability under, any federal, state, local or non-U.S. statute, law, rule, regulation, ordinance, code, other requirement or rule of law (including common law), or decision or order of any domestic or foreign governmental agency, governmental body or court, relating to pollution, to the use, handling, transportation, treatment, storage, discharge, disposal or release of Hazardous Substances (as defined below), to the protection or restoration of the environment or natural resources, to health and safety including as such relates to exposure to Hazardous Substances, and to natural resource damages (collectively, "Environmental Laws"), (ii) to the knowledge of the Company, neither the Company nor any of its subsidiaries is liable or allegedly liable for any release or threatened release of Hazardous Substances, including at any off site storage, treatment, or disposal site, (iii) neither the Company nor any of its subsidiaries is subject to any pending, or to the Company's knowledge, threatened, claim by any governmental agency or governmental body or person arising under Environmental Laws or relating to the release of or exposure to Hazardous Substances and (iv) the Company and its subsidiaries have received, are in compliance with all, and have no liability under any, permits, licenses, authorizations, identification numbers, consents, waivers, exemptions, or other approvals required under applicable Environmental Laws to conduct their business, except in each case covered by clauses (i) through (iv) such as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and (b) to the knowledge of the Company and its subsidiaries, there are no facts or circumstances that would reasonably be expected to result in a violation of, liability under, or claim pursuant to any Environmental Law that would reasonably be expected to have a Material Adverse Effect. Except as disclosed in the Pricing Disclosure Package and the Prospectus, (x) there is no proceeding that is pending, or that is known to be contemplated, against the Company or any of its subsidiaries under any Environmental Laws in which a governmental entity is also a party, other than such proceeding regarding which it is reasonably believed no monetary sanctions of $300,000 or more will be imposed, and (y) none of the Company or its subsidiaries anticipates material capital expenditures relating to any Environmental Laws. For purposes of this subsection "Hazardous Substances" means (A) petroleum and petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials, and polychlorinated biphenyls, and (B) any other chemical, material or substance defined or regulated as toxic or hazardous or as a pollutant, contaminant or waste under Environmental Laws;

(bb) (A) Each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), for which the Company or any member of its "Controlled Group" (defined as any entity, whether or not incorporated, that is under common control with the Company within the meaning of Section 4001(a)(14) of ERISA or any entity that would be regarded as a single employer with the Company under Section 414(b),(c),(m) or (o) of the Internal Revenue Code of 1986, as amended (the "Code")) would have any liability (each, a "Plan") has been maintained in compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Code; (B) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan, excluding transactions effected pursuant to a statutory or administrative exemption; (C) for each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, no Plan has failed (whether or not waived), or is reasonably expected to fail, to satisfy the minimum funding standards (within the meaning of Section 302 of ERISA or Section 412 of the Code) applicable to such Plan; (D) no Plan is, or is reasonably expected to be, in "at risk status" (within the meaning of Section 303(i) of ERISA), and no Plan that is a "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA is in "endangered status" or "critical status" (within the meaning of Sections 304 and 305 of ERISA); (E) the fair market value of the assets of each Plan exceeds the present value of all benefits accrued under such Plan (determined based on those assumptions used to fund such Plan); (F) no "reportable event" (within the meaning of Section 4043(c) of ERISA and the regulations promulgated thereunder) has occurred or is reasonably expected to occur; (G) each Plan that is intended to be qualified under Section 401(a) of the Code is so qualified, and nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification; (H) neither the Company nor any member of the Controlled Group has incurred, nor reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the Pension Benefit Guarantee Corporation, in the ordinary course and without default) in respect of a Plan (including a "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA); and (i) none of the following events has occurred or is reasonably likely to occur: (A) a material increase in the aggregate amount of contributions required to be made to all Plans by the Company or its Controlled Group affiliates in the current fiscal year of the Company and its Controlled Group affiliates compared to the amount of such contributions made in the Company's and its Controlled Group affiliates' most recently completed fiscal year; or (B) a material increase in the Company and its subsidiaries' "accumulated post-retirement benefit obligations" (within the meaning of Accounting Standards Codification Topic 715-60) compared to the amount of such obligations in the Company and its subsidiaries' most recently completed fiscal year, except in each case with respect to the events or conditions set forth in clauses (i) through (ix) hereof, as would not, individually or in the aggregate, have a Material Adverse Effect;

(cc) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act that (i) complies with the requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (ii) has been designed by the Company's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with the applicable provisions of GAAP, including, but not limited to internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with the applicable provisions of GAAP and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed in the Pricing Disclosure Package and the Prospectus, there are no material weaknesses or significant deficiencies in the Company's internal controls;

(dd) The Company and its subsidiaries have insurance covering their respective properties, operations, personnel and businesses, including business interruption insurance, which insurance is in amounts as is customary for similar businesses in similar industries and markets in which they are engaged; and neither the Company nor any of its subsidiaries has (A) received notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance or (B) any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business, except in the case of clauses (i) and (ii), as would not, individually or in the aggregate, have a Material Adverse Effect;

(ee) Neither the Company nor any of its subsidiaries, nor, to the knowledge of the Company, (A) any director, officer or employee of the Company or any of its subsidiaries or (B) any agent, affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption law; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and its subsidiaries have instituted, maintain and enforce policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws;

(ff) The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “Anti-Money Laundering Laws”), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened;

(gg) Neither the Company nor any of its subsidiaries, nor, to the knowledge of the Company (A) any director, officer or employee of the Company or any of its subsidiaries or (B) any agent, affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council ("UNSC"), the European Union, Her Majesty's Treasury ("HMT"), or other relevant sanctions authority (collectively, "Sanctions"), nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject or target of Sanctions, including, without limitation, Cuba, Iran, North Korea, Syria and Crimea (each, a "Sanctioned Country"); and the Company will not directly or indirectly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as initial purchaser, underwriter, advisor, investor or otherwise) of Sanctions. For the past five years, the Company and its subsidiaries have not knowingly engaged in, are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country;

(hh) On and immediately after each Time of Delivery, after giving effect to the Reorganization, the Company (after giving effect to the issuance and sale of the Shares and the other transactions related thereto as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus) will be Solvent. As used in this paragraph, the term "Solvent" means, with respect to a particular date and entity, that on such date (A) the present fair market value (or present fair saleable value) of the assets of such entity is not less than the total amount required to pay the probable liabilities of such entity on its total existing debts and liabilities (including contingent liabilities) as they become absolute and matured; (B) such entity is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and commitments as they mature and become due in the normal course of business; (C) assuming consummation of the issuance and sale of the Shares as contemplated by this Agreement, the Pricing Disclosure Package and the Prospectus, such entity does not have or propose to incur debts or liabilities beyond its ability to pay as such debts and liabilities mature; (D) such entity is not engaged in any business or transaction, and does not propose to engage in any business or transaction, for which its property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which such entity is engaged; and (v) such entity is not a defendant in any civil action that would result in a judgment that such entity is or would become unable to satisfy;

(ii) No subsidiary of the Company is currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, from paying any dividends to the Company, from making any other distribution on such subsidiary's capital stock or similar ownership interest, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary's properties or assets to the Company or any other subsidiary of the Company, except for any such restrictions (A) contained in or permitted by the Credit Facility or (B) that will be permitted by the Indenture;

(jj) Neither the Company nor any of its subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against any of them or any Underwriter for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Shares;

(kk) The Company has not taken, directly or indirectly, any action designed to or that would reasonably be expected to cause or result in any stabilization or manipulation of the price of the Shares;

(ll) No forward-looking statement (within the meaning of Section 27A of the Act and Section 21E of the Exchange Act) included in any of Registration Statement, the Pricing Disclosure Package or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith;

(mm) Nothing has come to the attention of the Company that has caused the Company to believe that the statistical and market-related data included in the Registration Statement, the Pricing Disclosure Package and the Prospectus is not based on or derived from sources that are reliable and accurate in all material respects;

(nn) The Company and its subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "IT Systems") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Company and its subsidiaries as currently conducted, and to the knowledge of the Company are free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other material corruptants. The Company and its subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data ("Personal Data")) used in connection with their businesses, and, to the knowledge of the Company, there have been no material breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any incidents under internal review or investigations relating to the same. The Company and its subsidiaries are presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(oo) At the time of filing the Initial Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Act) of the Shares, and at the date hereof, the Company was not and is not an "ineligible issuer," as defined in Rule 405 under the Act;

(pp) There is and has been no failure on the part of the Company or any of the Company's directors or officers, in their capacities as such, to comply with any applicable provision of the Sarbanes-Oxley Act of 2002, as amended and the rules and regulations promulgated in connection therewith, including Section 402 related to loans and Sections 302 and 906 related to certifications; and

(qq) From the time of initial confidential submission of a registration statement relating to the Shares with the Commission through the date hereof, the Company has been and is an "emerging growth company" as defined in Section 2(a)(19) of the Act (an "Emerging Growth Company").

Any certificate signed by any officer of the Company and delivered to the Representatives or counsel for the Underwriters in connection with the offering of the Shares shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Underwriter.

2. Subject to the terms and conditions herein set forth, (a) the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at a purchase price per share of $[●], the number of Firm Shares as set forth opposite the name of such Underwriter in Schedule I hereto and (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares as provided below, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at the purchase price per share set forth in clause (a) of this Section 2 (provided that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares), that portion of the number of Optional Shares as to which such election shall have been exercised (to be adjusted by you so as to eliminate fractional shares) determined by multiplying such number of Optional Shares by a fraction, the numerator of which is the maximum number of Optional Shares which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the maximum number of Optional Shares that all of the Underwriters are entitled to purchase hereunder.

The Company hereby grants to the Underwriters the right to purchase at their election up to [●] Optional Shares, at the purchase price per share set forth in the paragraph above, provided that the purchase price per Optional Share shall be reduced by an amount per share equal to any dividends or distributions declared by the Company and payable on the Firm Shares but not payable on the Optional Shares. Any such election to purchase Optional Shares may be exercised only by written notice from you to the Company, given within a period of 30 calendar days after the date of this Agreement and setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by you but in no event earlier than the First Time of Delivery (as defined in Section 4 hereof) or, unless you and the Company otherwise agree in writing, earlier than two or later than ten business days after the date of such notice.

3. Upon the authorization by you of the release of the Shares, the several Underwriters propose to offer the Shares for sale upon the terms and conditions set forth in the Pricing Disclosure Package and the Prospectus.

4. (a) The Shares to be purchased by each Underwriter hereunder, in definitive or book-entry form, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior notice to the Company shall be delivered by or on behalf of the Company to the Representatives, through the facilities of The Depository Trust Company ("DTC"), for the account of such Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of Federal (same-day) funds to the account specified by the Company to the Representatives at least forty-eight hours in advance. To the extent any Shares are delivered in certificated form and not in book-entry form through the facilities of DTC, the Company will cause the certificates representing such Shares, if any, to be made available for checking and packaging at least twenty-four hours prior to the Time of Delivery (as defined below) with respect thereto at the office of DTC or its designated custodian (the "Designated Office"). The time and date of such delivery and payment shall be, with respect to the Firm Shares, 9:30 a.m., New York City time, on [●], 2021, or such other time and date as the Representatives and the Company may agree upon in writing, and, with respect to the Optional Shares, 9:30 a.m., New York City time, on the date specified by the Representatives in each written notice given by the Representatives of the Underwriters' election to purchase such Optional Shares, or such other time and date as the Representatives and the Company may agree upon in writing. Such time and date for delivery of the Firm Shares is herein called the "First Time of Delivery," each such time and date for delivery of the Optional Shares, if not the First Time of Delivery, is herein called the "Second Time of Delivery," and each such time and date for delivery is herein called a "Time of Delivery"; and

(b) The documents to be delivered at each Time of Delivery by or on behalf of the parties hereto pursuant to Section 8 hereof, including the cross receipt for the Shares and any additional documents requested by the Underwriters pursuant to Section 8(k) hereof will be delivered at the offices of Latham & Watkins LLP, 811 Main Street, Suite 3700, Houston, Texas 77002 (the "Closing Location"), and the Shares will be delivered through the facilities of DTC in the case of book-entry shares or at the Designated Office in the case of certificated Shares, all at such Time of Delivery. A meeting will be held at the Closing Location at [●] [a.][p.]m., New York City time, on the New York Business Day next preceding such Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. "New York Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York City are generally authorized or obligated by law or executive order to close.

5. The Company agrees with each of the Underwriters:

(a) To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement, or, if applicable, such earlier time as may be required by Rule 430A(a)(3) under the Act; to make no further amendment or any supplement to the Registration Statement or the Prospectus prior to the last Time of Delivery, which shall be reasonably disapproved by you promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish you with copies thereof; to file promptly all material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Shares, of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Shares or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order;

(b) Promptly from time to time to take such action as you may reasonably request to qualify the Shares for offering and sale under the securities laws of such jurisdictions as you may reasonably request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Shares, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation (where not otherwise required) or to file a general consent to service of process in any jurisdiction (where not otherwise required);

(c) Prior to 10:00 a.m., New York City time, on the New York Business Day next succeeding the date of this Agreement (or such other time as may be agreed to by the Company and the Representatives) and from time to time, to furnish the Underwriters with written and electronic copies of the Prospectus in New York City in such quantities as you may reasonably request, and, if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Shares and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus in order to comply with the Act, to notify you and upon your request to prepare and furnish without charge to each Underwriter and to any dealer in securities (whose name and address the Underwriters shall furnish to the Company) as many written and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance; and in case any Underwriter is required under the Act to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the Shares at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many written and electronic copies as you may reasonably request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

(d) To make generally available to its securityholders as soon as practicable, but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158 under the Act), which may be satisfied by furnishing or filing such earnings statement on the Commission's Electronic Data Gathering Analysis and Retrieval System ("EDGAR System");

(e) (1) During the period beginning from the date hereof and continuing to and including the date 180 days after the date of the Prospectus (the "Lock-Up Period"), not to (i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or publicly file with the Commission a registration statement under the Act relating to, any securities of the Company that are substantially similar to the Shares (except the filing by the Company of any registration statement on Form S-8 (or any successor form) with the Commission relating to the offering of securities pursuant to the terms of an equity incentive or similar plans described in the Pricing Disclosure Package), including but not limited to any options or warrants to purchase shares of Stock or any securities that are convertible into or exchangeable for, or that represent the right to receive, Stock or any such substantially similar securities ("Lock-Up Securities"), or publicly disclose the intention to make any offer, sale, pledge, disposition or filing or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Stock or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Stock or such other securities, in cash or otherwise (other than (A) Shares to be sold hereunder, (B) securities issued, transferred, redeemed or exchanged in connection with the Reorganization, (C) any equity incentive compensation, including restricted stock or restricted stock units, under equity incentive or similar plans described in the Registration Statement, the Pricing Disclosure Package and Prospectus, (D) any Lock-Up Securities issued under such equity incentive or similar plans described in the Registration Statement, the Pricing Disclosure Package and Prospectus, (E) issuances of Lock-Up Securities issued as consideration for the acquisition of equity interests or assets of any person, or the acquiring by the Company by any other manner of any business, properties, assets, or persons, in one transaction or a series of related transactions or the filing of a registration statement related to such Lock-Up Securities; provided that (I) no more than an aggregate of 10% of the number of shares of the Company's capital stock outstanding as of the First Time of Delivery are issued as consideration in connection with all such acquisitions and (II) prior to the issuance of such shares of the Company's capital stock each recipient of such shares agrees in writing to be subject to the "lock-up" described in this Section 5(e) for the remaining term of the Lock-Up Period and (F) the confidential submission by the Company of a resale shelf draft registration statement on Form S-1 with the Commission after March 31, 2022 to the extent consistent with the Company's obligations under the registration rights agreement entered into in connection with the Offering), without the prior written consent of the Representatives;

(2) If the Representatives, in their discretion, agree to release or waive the restrictions set forth in a lock-up letter described in Section 8(i) hereof for an officer or director of the Company and provides the Company with notice of the impending release or waiver at least three business days before the effective date of the release or waiver, the Company agrees to announce the impending release or waiver by a press release substantially in the form of Annex II hereto through a major news service at least two business days before the effective date of the release or waiver;

(f) During a period of three years from the effective date of the Registration Statement, so long as the Company is subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act, to furnish to its stockholders as soon as practicable after the end of each fiscal year an annual report (including a balance sheet and statements of income, stockholders' equity and cash flows of the Company and its consolidated subsidiaries certified by independent public accountants) and, as soon as practicable after the end of each of the first three quarters of each fiscal year (beginning with the fiscal quarter ending after the effective date of the Registration Statement), to make available to its stockholders consolidated summary financial information of the Company and its subsidiaries for such quarter in reasonable detail, provided, however, that any such report, communication or information furnished or filed with the Commission that is publicly available on the Commission's EDGAR System shall be deemed to have been furnished to the Company's stockholders at the time such report, communication or information is furnished or filed with the Commission and provided, further, that the Company may satisfy the requirements of this clause by making any such report, communication or information generally available on its website;

(g) During a period of three years from the effective date of the Registration Statement , so long as the Company is subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act, to furnish to you copies of all reports or other communications (financial or other) furnished to stockholders, and to deliver to you as soon as they are available, copies of any current, periodic or annual reports and financial statements furnished to or filed with the Commission or any national securities exchange on which any class of securities of the Company is listed; provided, however, that any such report, communication or information furnished or filed with the Commission that is publicly available on the Commission's EDGAR System shall be deemed to have been furnished to you at the time such report, communication or information is furnished or filed with the Commission, and provided, further that the Company may satisfy the requirements of this clause by making any such report, communication or information generally available on its website;

(h) To use the net proceeds received by it from the sale of the Shares pursuant to this Agreement in the manner specified in the Pricing Disclosure Package under the caption “Use of Proceeds”;

(i) To use its best efforts to list for trading, subject to official notice of issuance, the Shares on the New York Stock Exchange (the “Exchange”);

(j) If the Company elects to rely upon Rule 462(b), the Company shall file a Rule 462(b) Registration Statement with the Commission in compliance with Rule 462(b) by 10:00 p.m., Washington, D.C. time, on the date of this Agreement, and the Company shall at the time of filing either pay to the Commission the filing fee for the Rule 462(b) Registration Statement or give irrevocable instructions for the payment of such fee pursuant to Rule 3a(c) of the Commission’s Informal and Other Procedures (16 CFR 202.3a);

(k) Upon request of any Underwriter, to furnish, or cause to be furnished, to such Underwriter an electronic version of the Company’s trademarks, servicemarks and corporate logo for use on the website, if any, operated by such Underwriter for the purpose of facilitating the on-line offering of the Shares (the “License”); provided, however, that the License shall be used solely for the purpose described above, is granted without any fee and may not be assigned or transferred;

(l) To promptly notify you if the Company ceases to be an Emerging Growth Company at any time prior to the later of (i) completion of the distribution of the Shares within the meaning of the Act and (ii) the last Time of Delivery;

(m) To comply with all applicable securities and other laws, rules and regulations in each jurisdiction in which the Directed Shares are offered in connection with the Directed Share Program.

6. (a) The Company represents and agrees that, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a “free writing prospectus” as defined in Rule 405 under the Act; each Underwriter represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus required to be filed with the Commission; any such free writing prospectus the use of which has been consented to by the Company and the Representatives is listed on Schedule II(a) hereto;

(b) The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending; and the Company represents that it has satisfied and agrees that it will satisfy the conditions under Rule 433 under the Act to avoid a requirement to file with the Commission any electronic road show;

(c) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus or Written Testing-the-Waters Communication any event occurred or occurs as a result of which such Issuer Free Writing Prospectus or Written Testing-the-Waters Communication would conflict with the information in the Registration Statement, the Pricing Disclosure Package or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus, Written Testing-the-Waters Communication or other document which will correct such conflict, statement or omission; provided, however, that this representation and warranty shall not apply to any statements or omissions in a Written Testing-the-Waters Communication or an Issuer Free Writing Prospectus made in reliance upon and in conformity with the Underwriter Information;

(d) The Company represents and agrees that (i) it has not engaged in, or authorized any other person to engage in, any Testing-the-Waters Communications, other than Testing-the-Waters Communications with the prior consent of the Representatives with entities that the Company reasonably believes are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), (a)(8), (a)(9), (a)(12) or (a)(13) under the Act; and (ii) it has not distributed, or authorized any other person to distribute, any Written Testing-the-Waters Communications, other than those distributed with the prior consent of the Representatives that are listed on Schedule II(c) hereto; and the Company reconfirms that the Underwriters were authorized to act on its behalf in engaging in Testing-the-Waters Communications;

(e) Each Underwriter represents and agrees that any Testing-the-Waters Communications undertaken by it were with entities that such Underwriter reasonably believes are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), (a)(8), (a)(9), (a)(12) or (a)(13) under the Act.

7. The Company covenants and agrees with the several Underwriters that the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Shares under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, any Preliminary Prospectus, any Written Testing-the-Waters Communication, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing any agreement among Underwriters, this Agreement, the Blue Sky Memorandum, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Shares; (iii) all expenses in connection with the qualification of the Shares for offering and sale under state securities laws as provided in Section 5(b) hereof, including the reasonable and documented fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky survey; (iv) all fees and expenses in connection with listing the Shares on the Exchange; (v) the filing fees incident to, and the reasonable and documented fees and disbursements of counsel for the Underwriters in connection with, any required review by FINRA of the terms of the sale of the Shares, provided that the amounts payable by the Company pursuant to clause (v) solely with respect to fees and disbursements for Underwriters' counsel, shall not exceed $25,000 in the aggregate; (vi) all the Company's travel expenses in connection with any road show presentation to investors, except that the Company and the Underwriters shall each pay 50% of the cost of any chartered plane, chartered jet or other chartered aircraft used in connection with any road show presentation to investors; (vii) the cost of preparing stock certificates, if applicable; (vii) the cost and charges of any transfer agent or registrar; and (ix) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section 7, including all taxes incident to the sale and delivery of the Shares to be sold by the Company to the Underwriters hereunder. It is understood, however, that the Company shall bear the cost of any other matters not directly relating to the sale and purchase of the Shares pursuant to this Agreement, and that, except as provided in this Section 7, and Sections 9 and 12 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, stock transfer taxes on resale of any of the Shares by them, and any advertising expenses connected with any offers they may make.

8. The obligations of the Underwriters hereunder, as to the Shares to be delivered at each Time of Delivery, shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company herein are, at and as of the Applicable Time and such Time of Delivery, true and correct, the condition that the Company shall have performed all of its obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; all material required to be filed by the Company pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time period prescribed for such filing by Rule 433 under the Act; if the Company has elected to rely upon Rule 462(b) under the Act, the Rule 462(b) Registration Statement shall have become effective by 10:00 p.m., Washington, D.C. time, on the date of this Agreement; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose or pursuant to Section 8A of the Act shall have been initiated or, to the Company's knowledge, threatened by the Commission; no stop order suspending or preventing the use of the Pricing Prospectus, Prospectus or any Issuer Free Writing Prospectus shall have been initiated or, to the Company's knowledge, threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction;

(b) Latham & Waktins LLP, counsel for the Underwriters, shall have furnished to you such written opinion or opinions, dated such Time of Delivery, in form and substance satisfactory to you, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) Gibson, Dunn & Crutcher LLP, counsel for the Company, shall have furnished to you their written opinion (a form of such opinion is attached as Annex I hereto), dated such Time of Delivery, in form and substance satisfactory to you;

(d) On the date of the Prospectus at a time prior to the execution of this Agreement, at 9:30 a.m., New York City time, on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and also at each Time of Delivery, BDO USA, LLP shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance satisfactory to you;

(e) (i) Neither the Company nor any of its subsidiaries shall have sustained since the date of the latest audited financial statements included in the Pricing Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus, and (ii) since the respective dates as of which information is given in the Pricing Prospectus there shall not have been any change in the capital stock or long-term debt of the Company or any of its subsidiaries or any change or effect, or any development involving a prospective change or effect, in or affecting (x) the business, properties, general affairs, management, financial position, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, except as set forth or contemplated in the Pricing Prospectus, or (y) the ability of the Company to perform its obligations under this Agreement, including the issuance and sale of the Shares, or to consummate the transactions contemplated in the Pricing Prospectus and the Prospectus, the effect of which, in any such case described in clause (i) or (ii), is in your judgment so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(f) On or after the Applicable Time (i) no downgrading shall have occurred in the rating accorded the Company's debt securities by any "nationally recognized statistical rating organization," as defined in Section 3(a)(62) of the Exchange Act, and (ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any of the Company's debt securities;

(g) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the Exchange; (ii) a suspension or material limitation in trading in the Company's securities on the Exchange; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in your judgment makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus;

(h) The Shares to be sold at such Time of Delivery shall have been duly listed, subject to official notice of issuance, on the Exchange;

(i) The Company shall have obtained and delivered to the Underwriters executed copies of an agreement from each officer, director and stockholder of the Company listed on Schedule III hereto, substantially to the effect set forth in Annex III hereto in form and substance satisfactory to you;

(j) Prior to or substantially concurrent with the First Time of Delivery, the Reorganization shall have been consummated in a manner substantially consistent with the description thereof in the Registration Statement, Pricing Disclosure Package and the Prospectus;

(k) The Company shall have complied with the provisions of Section 5(c) hereof with respect to the furnishing of prospectuses on the New York Business Day next succeeding the date of this Agreement; and

(i) The Company shall have furnished or caused to be furnished to you at such Time of Delivery certificates of officers of the Company, satisfactory to you as to the accuracy of the representations and warranties of the Company, herein at and as of such Time of Delivery, as to the performance by the Company of all of their respective obligations hereunder to be performed at or prior to such Time of Delivery, as to such other matters as you may reasonably request, and the Company shall have furnished or caused to be furnished certificates as to the matters set forth in subsections (a) and (e) of this Section 8.

9. (a) The Company will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any "roadshow" as defined in Rule 433(h) under the Act (a "roadshow"), any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act or any Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading (in the case of any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, any amendment or supplement thereto, and any Issuer Free Writing Prospectus, in the light of the circumstances under which they were made), and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus or any Testing-the-Waters Communication, in reliance upon and in conformity with the Underwriter Information.

(b) Each Underwriter, severally and not jointly, will indemnify and hold harmless the Company against any losses, claims, damages or liabilities to which the Company, may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow or any Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading (in the case of any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, any amendment or supplement thereto, and any Issuer Free Writing Prospectus, in the light of the circumstances under which they were made), in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow or any Testing-the-Waters Communication, in reliance upon and in conformity with the Underwriter Information; and will reimburse the Company, for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred. As used in this Agreement with respect to an Underwriter and an applicable document, "Underwriter Information" shall mean the written information furnished to the Company by such Underwriter through the Representatives expressly for use therein; it being understood and agreed upon that the only such information furnished by any Underwriter consists of the following information in the Prospectus furnished on behalf of each Underwriter: the concession and reallowance figures appearing in the [●] paragraph under the caption "Underwriting," and the information contained in the [●] and [●] paragraphs under the caption "Underwriting."

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) of this Section 9 of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; provided that the failure to notify the indemnifying party shall not relieve it from any liability that it may have under the preceding paragraphs of this Section 9 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided further that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under the preceding paragraphs of this Section 9. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the contrary, (ii) such indemnified party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the indemnifying party, (iii) the indemnifying party has failed within a reasonable time to retain counsel reasonably satisfactory to the indemnified party, or (iv) the named parties in any such proceeding (including any impleaded parties) include both the indemnifying person and the indemnified person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood that the indemnifying party or parties shall not, in connection with any one action or proceeding or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for the reasonable and documented fees and expenses of more than one separate firm of attorneys at any time for (i) all Underwriters and all persons, if any, who control, as of the date hereof, any Underwriter within the meaning of the Act and the Exchange Act, or who are affiliates of any Underwriter within the meaning of Rule 405 under the Act and (ii) the Company, its directors, its officers and each person who controls, as of the date hereof, the Company within the meaning of the Act and the Exchange Act, except, in each case, to the extent that local counsel or counsel with specialized expertise (in addition to any regular counsel) is required to effectively defend against any such action or proceeding, and that all such fees and expenses shall be reimbursed as they are incurred. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 9 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) of this Section 9 above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) of this Section 9, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (net of underwriting discounts and commissions but before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any reasonable and documented legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

(f) The obligations of the Company under this Section 9 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each employee, officer and director of each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Act and each broker-dealer or other affiliate of any Underwriter; and the obligations of the Underwriters under this Section 9 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each employee, officer and director of the Company (including any person who, with his or her consent, is named in the Registration Statement as about to become a director of the Company) and to each person, if any, who controls the Company within the meaning of the Act.

10. (a) If any Underwriter shall default in its obligation to purchase the Shares that it has agreed to purchase hereunder at a Time of Delivery, you may in your discretion arrange for you or another party or other parties to purchase such Shares on the terms contained herein. If within thirty-six hours after such default by any Underwriter you do not arrange for the purchase of such Shares, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Shares on the terms of this Agreement. In the event that, within the respective prescribed periods, you notify the Company that you have so arranged for the purchase of such Shares, or the Company notifies you that it has so arranged for the purchase of such Shares, you or the Company shall have the right to postpone such Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in your opinion may thereby be made necessary. The term “Underwriter” as used in this Agreement shall include any person substituted under this Section 10 with like effect as if such person had originally been a party to this Agreement with respect to such Shares.

(b) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased does not exceed one-eleventh of the aggregate number of all the Shares to be purchased at such Time of Delivery, then the Company shall have the right to require each non-defaulting Underwriter to purchase the number of Shares which such Underwriter agreed to purchase hereunder at such Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the number of Shares which such Underwriter agreed to purchase hereunder) of the Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by you and the Company as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased exceeds one-eleventh of the aggregate number of all of the Shares to be purchased at such Time of Delivery, or if the Company shall not exercise the right described in subsection (b) of this Section 10 above to require non-defaulting Underwriters to purchase Shares of a defaulting Underwriter or Underwriters, then this Agreement (or, with respect to a Second Time of Delivery, the obligations of the Underwriters to purchase and of the Company to sell the Optional Shares) shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be borne by the Company and the Underwriters as provided in Section 7 hereof and the indemnity and contribution agreements in Section 9 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

11. The respective indemnities, rights of contribution, agreements, representations, warranties and other statements of the Company and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any director, officer, employee, affiliate or controlling person of any Underwriter, or the Company, or any officer or director or controlling person of the Company, and shall survive delivery of and payment for the Shares.

12. If this Agreement shall be terminated pursuant to Section 10 hereof, the Company shall not then be under any liability to any Underwriter except as provided in Sections 7 and 9 hereof; but, if for any other reason any Shares are not delivered by or on behalf of the Company as provided herein, or the Underwriters decline to purchase the Shares for any reason permitted under this Agreement, the Company will reimburse the Underwriters through you for all reasonable and documented out-of-pocket expenses approved in writing by you, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Shares not so delivered, but the Company shall then be under no further liability to any Underwriter except as provided in Sections 7 and 9 hereof.

13. In all dealings hereunder, the Representatives shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by you jointly or by Goldman Sachs & Co. LLC and Citigroup Global Markets Inc. on behalf of you as the Representatives.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282, Attention: Registration Department; or Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013 Attention: General Counsel, facsimile number 1-646-291-1469; if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth in the Registration Statement, Attention: Chief Financial Officer; and if to any stockholder that has delivered a lock-up letter described in Section 8(i) hereof shall be delivered or sent by mail to its, his or her respective address provided in Schedule III hereto or such other address as such stockholder provides in writing to the Company; provided, however, that any notice to an Underwriter pursuant to Section 9(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company by you upon request; provided further that notices under subsection 5(e) shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282, Attention: Control Room; or Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013 Attention: General Counsel, facsimile number 1-646-291-1469. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

14. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and, to the extent provided in Sections 9 and 11 hereof, the officers and directors of the Company and each person who controls the Company any Underwriter, or any director, officer, employee, or affiliate of any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

15. Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

16. The Company acknowledges and agrees that (i) the purchase and sale of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement, (iv) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate, and (v) none of the activities of the Underwriters in connection with the transactions contemplated herein constitutes a recommendation, investment advice, or solicitation of any action by the Underwriters with respect to any entity or natural person. The Company agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

17. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Underwriters, or any of them, with respect to the subject matter hereof.

18. This Agreement and any transaction contemplated by this Agreement and any claim, controversy or dispute arising under or related thereto shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws that would result in the application of any other law than the laws of the State of New York. The Company agrees that any suit or proceeding arising in respect of this Agreement or any transaction contemplated by this Agreement will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York and the Company agrees to submit to the jurisdiction of, and to venue in, such courts.

19. The Company and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

20. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

21. Notwithstanding anything herein to the contrary, the Company is authorized to disclose to any persons the U.S. federal and state income tax treatment and tax structure of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to the Company relating to that treatment and structure, without the Underwriters imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, “tax structure” is limited to any facts that may be relevant to that treatment.

22. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) As used in this section:

“BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

“Covered Entity” means any of the following:

(i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

If the foregoing is in accordance with your understanding, please sign and return to us counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement among each of the Underwriters and the Company. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company for examination, upon request, but without warranty on your part as to the authority of the signers thereof.

Very truly yours,

Aris Water Solutions, Inc.

By: _____
Name:
Title:

Accepted as of the date hereof:

Goldman Sachs & Co. LLC

By: _____
Name:
Title:

Citigroup Global Markets Inc.

By: _____
Name:
Title:

On behalf of each of the Underwriters

SCHEDULE I

Underwriter	Total Number of Firm Shares to be Purchased	Number of Optional Shares to be Purchased if Maximum Option Exercised
Goldman Sachs & Co. LLC		
Citigroup Global Markets Inc.		
J.P. Morgan Securities LLC		
Wells Fargo Securities, LLC		
Barclays Capital Inc.		
Evercore Group L.L.C.		
Capital One Securities, Inc.		
Johnson Rice & Company L.L.C.		
Raymond James & Associates, Inc.		
Stifel, Nicolaus & Company, Incorporated		
USCA Securities LLC		
Total		

SCHEDULE II

(a) Issuer Free Writing Prospectuses not included in the Pricing Disclosure Package

Electronic roadshow dated [●]

(b) Information other than the Pricing Prospectus that comprise the Pricing Disclosure Package

The initial public offering price per share for the Shares is $[●].

The number of Firm Shares purchased by the Underwriters from the Company is [●].

The number of Optional Shares to be sold by the Company at the option of the Underwriters is [●].

[Any other pricing disclosure to be added.]

(c) Written Testing-the-Waters Communications

[●]

SCHEDULE III

1. COG Operating LLC
2. Trilantic Capital Management L.P.
3. Yorktown Energy Partners XI, L.P.
4. HBC Water Resources LP
5. HBC Water Resources II LP
6. William A. Zartler
7. Amanda M. Brock
8. Brenda R. Schroer
9. Joseph Colonnetta
10. Debra G. Coy
11. W. Howard Keenan, Jr.
12. Christopher Manning
13. Andrew O'Brien
14. Donald C. Templin
15. M. Max Yzaguirre
16. [Board Observers]

SCHEDULE IV

Entity	*State of Formation*
Solaris Midstream Holdings, LLC	Delaware
Solaris Water Midstream, LLC	Delaware
Solaris Midstream DB-NM, LLC	Delaware
Solaris Midstream DB-TX, LLC	Delaware
Solaris Midstream MB, LLC	Delaware
Solaris Water Midstream Services, LLC	Delaware
Solaris Services Holdings, LLC	Delaware
Clean H2O Technologies, LLC	Delaware
829 Martin County Pipeline, LLC	Texas

FORM OF OPINION OF
COUNSEL FOR THE COMPANY

ANNEX II

[FORM OF PRESS RELEASE]

Aris Water Solutions, Inc.
[Date]

Aris Water Solutions, Inc. (the "Company") announced today that Goldman Sachs & Co. LLC and Citigroup Global Markets Inc., representatives of the underwriters in the recent public sale of [●] shares of the Company's Class A common stock, is [waiving] [releasing] a lock-up restriction with respect to shares of the Company's common stock held by [certain officers or directors] [an officer or director] of the Company. The [waiver] [release] will take effect on , 20 , and the shares may be sold on or after such date.

This press release is not an offer for sale of the securities in the United States or in any other jurisdiction where such offer is prohibited, and such securities may not be offered or sold in the United States absent registration or an exemption from registration under the United States Securities Act of 1933, as amended.

ANNEX III

Aris Water Solutions, Inc.

Lock-Up Agreement

[Date]

Goldman Sachs & Co. LLC
200 West Street
New York, NY 10282

Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Re: Aris Water Solutions, Inc. - Lock-Up Agreement

Ladies and Gentlemen:

The undersigned understands that you, as representatives (the "Representatives"), propose to enter into an Underwriting Agreement on behalf of the several Underwriters named in Schedule I to such agreement (collectively, the "Underwriters"), with Aris Water Solutions, Inc., a Delaware corporation (the "Company"), providing for a public offering of shares (the "Shares") of Class A Common Stock of the Company pursuant to a Registration Statement on Form S-1 to be filed with the Securities and Exchange Commission (the "SEC").

In consideration of the agreement by the Underwriters to offer and sell the Shares, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, without the prior written consent of the Representatives, during the period beginning from the date of this Lock-Up Agreement and continuing to and including the date 180 days after the date set forth on the final prospectus used to sell the Shares (the "Lock-Up Period"), the undersigned shall not, and shall not cause or direct any of its affiliates to, (i) offer, sell, contract to sell, pledge, grant any option to purchase, lend or otherwise dispose of any shares of Common Stock of the Company, or any options or warrants to purchase any shares of Common Stock of the Company, or any securities convertible into, exchangeable for or that represent the right to receive shares of Common Stock of the Company (such options, warrants or other securities, collectively, "Derivative Instruments"), including without limitation any such shares or Derivative Instruments now owned or hereafter acquired by the undersigned (collectively, the "Restricted Securities"), (ii) engage in any hedging or other transaction or arrangement (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by the undersigned or someone other than the undersigned), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any shares of Common Stock of the Company or Derivative Instruments, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Common Stock of the Company or other securities, in cash or otherwise (any such sale, loan, pledge or other disposition, or transfer of economic consequences, a "Transfer") or (iii) otherwise publicly announce any intention to engage in or cause any action or activity described in clause (i) above or transaction or arrangement described in clause (ii) above. The undersigned represents and warrants that the undersigned is not currently, and has not caused or directed any of its affiliates to be or become, a party to any agreement or arrangement that provides for, is designed to or which reasonably could be expected to lead to or result in any Transfer during the Lock-Up Period. For the avoidance of doubt, the undersigned agrees that the foregoing provisions shall be equally applicable to any issuer-directed or other Shares the undersigned may purchase in the offering.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or "group" (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), other than a natural person, entity or "group" (as described above) that has executed a Lock-Up Agreement in substantially the same form as this Lock-Up Agreement, beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

If the undersigned is an officer or director of the Company, (i) the Representatives agree that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a Transfer of Restricted Securities, the Representatives will notify the Company of the impending release or waiver, and (ii) the Company has agreed in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representatives hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a Transfer not for consideration or to an immediate family member as defined in FINRA Rule 5130(i)(5) and (b) the transferee has agreed in writing to be bound by the same terms described in this Lock-Up Agreement to the extent and for the duration that such terms remain in effect at the time of the Transfer.

Notwithstanding the foregoing, the undersigned may Transfer the undersigned's Restricted Securities without the prior written consent of the Representatives:

(i) as a *bona fide* gift or gifts or charitable contribution;

(ii) to any trust, partnership, limited liability company or other entity for the direct or indirect benefit of the undersigned or the immediate family of the undersigned or to a member of the undersigned's immediate family (for purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin) or in the case of a trust, to any beneficiaries of the trust or to the estate of such trust;

(iii) as a distribution to limited partners, partners, members, stockholders, or other equityholders of the undersigned;

(iv) to the undersigned's affiliates or to any investment fund or other entity controlled or managed by the undersigned;

(v) in an exchange of any units of Solaris Midstream Holdings, LLC ("Solaris LLC") (or securities convertible into, exchangeable for or that represent the right to receive units of Solaris LLC) and a corresponding number of shares of Class B Common Stock of the Company into or for shares of Class A Common Stock (or securities convertible into, exchangeable for or that represent the right to receive shares of Class A Common Stock) pursuant to the Fourth Amended and Restated Limited Liability Company Agreement of Solaris LLC (the "Solaris LLC Agreement"), the distribution of units of Solaris LLC and a corresponding number of shares of Class B Common Stock of the Company to the members of Solaris LLC pursuant to the Closing Agreement (as defined in the Solaris LLC Agreement) or other agreements described in the final prospectus;

(vi) in a transfer, conversion, reclassification, redemption or exchange of any securities pursuant to the reorganization transactions described in the final prospectus;

(vii) by will, other testamentary document or intestate succession upon the death of the undersigned or for bona fide estate planning purposes;

(viii) by operation of law, such as pursuant to an order of a court or regulatory agency (for purposes of this Lock-Up Agreement, a "court or regulatory agency" means any domestic or foreign, federal, state or local government, including any political subdivision thereof, any governmental or quasi-governmental authority, department, agency or official, any court or administrative body or any national securities exchange or similar self-regulatory body or organization, in each case of competent jurisdiction) or pursuant to a domestic order or in connection with a divorce settlement;

(ix) to the Company or its subsidiaries upon exercise of any right in respect of any equity award granted under any incentive plan of the Company or other arrangement described in the final prospectus relating to the offering or in the exercise of outstanding options, warrants, restricted stock units or other equity interests, including the surrender of shares of Class A Common Stock in a "net" or "cashless" exercise of any equity award to satisfy any exercise price of tax withholding obligations;

(x) to a *bona fide* third party pursuant to a merger, consolidation, tender offer or other similar transaction made to all holders of Class A Common Stock and involving a change of control of the Company and approved by the Company's board of directors, *provided*, that (i) in the event that such change of control is not completed, the undersigned's Restricted Securities shall remain subject to the restrictions contained herein, and (ii) any shares of Class A Common Stock not transferred in such merger, consolidation, tender offer or similar transaction shall remain subject to the restrictions contained herein. "Change of control" shall mean the transfer (whether by tender offer, merger, consolation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter pursuant to the offering), of the Company's voting securities if, after such transfer, such person or group of affiliated persons would hold more than 50% of the outstanding voting securities of the Company (or the surviving entity);

(xi) acquired in open market transactions after the completion of the public offering if (a) such transfers are not required to be reported with the SEC on Form 4 in accordance with Section 16 of the Exchange Act and (b) the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers;

(xii) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (iv), (vii) or (viii) above;

(xiii) as a sale of Shares to the Underwriters pursuant to the Underwriting Agreement, and any transfer of Shares or any security convertible into or exercisable or exchangeable for Shares to the Company made on or about the closing date of the initial public offering (the "Public Offering") in consideration for cash from the Company's proceeds from the Public Offering, on the terms described in the final prospectus;

(xiv) transfers of Shares or any security convertible into or exercisable or exchangeable for Common Stock in connection with the transactions on the terms described under "Corporate Reorganization" in the final prospectus prior to completion of the Public Offering; or

(xv) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Shares; provided that the restrictions set forth in this Lock-Up Agreement shall apply in full force to any shares of Common Stock of the Company subject to such 10b5-1 plan during the Lock-Up Period.

provided that, in the case of any transfer, donation or distribution pursuant to clauses (i), (ii), (iii) and (vii), any such transfer shall not involve a disposition for value, and except in the case of clause (x) and (xi), (1) such securities or any securities received in connection with any of the transactions described above remain subject to the terms of this Lock-Up Agreement or each donee, trustee, distributee or transferee, as the case may be, agrees in writing to be bound by the same terms described in this Lock-Up Agreement to the extent and for the duration that such terms remain in effect at the time of the transfer, (2) such transfers are not required to be reported with the SEC on Form 4 in accordance with Section 16 of the Exchange Act, except in the case of clauses (v) – (ix) in which case any such filing shall clearly indicate in the footnote thereto the circumstances of the particular transfer and (3) the undersigned does not otherwise voluntarily effect any public filing or report regarding such transfers.

If, prior to the expiration of the Lock-Up Period, the Representatives consent at their discretion, on behalf of the Underwriters, to release any shares of Common Stock or Derivative Instruments held by any directors, officers, shareholders of 1.0% or more of the then outstanding shares of Common Stock of the Company that has delivered a Lock-up Agreement to the Underwriters in connection with the Public Offering, other than the undersigned, from the restrictions described herein (any such release being a "Triggering Release" and such party receiving such release being a "Triggering Release Party"), then a number of the Undersigned's Shares subject to this Lock-Up Agreement shall also be released from the restrictions set forth herein on the same terms on a pro rata basis, such number of the Undersigned's Shares being the total number of the Undersigned's Shares held by the undersigned on the date of the Triggering Release that are subject to this agreement multiplied by a fraction, the numerator of which shall be the number of shares of Common Stock and Derivative Instruments released pursuant to the Triggering Release and the denominator of which shall be the total number of shares of Common Stock and Derivative Instruments held by the Triggering Release Party on such date. Notwithstanding the foregoing, such Triggering Release shall not be applied (i) if the aggregate number of shares of Common Stock and Derivative Instruments affected by such discretionary release, waiver, or termination, in whole or in part, excluding any release pursuant to clause (ii) below, is less than or equal to 1.0% of the fully-diluted capitalization of the Company as measured as of the date of the Triggering Release; (ii) with respect to any release granted to a director or officer of the Company due to financial hardship, in any amount and subject to such terms as may be determined by the Representatives in their sole discretion; or (iii) in the event of any primary or secondary public offering or sale of Common Stock that is underwritten (the "Underwritten Sale") during the Lock-Up Period in a transaction that complies with the terms of the Underwriting Agreement; provided that if the undersigned has a contractual right to demand or require the registration of the undersigned's shares of Common Stock or otherwise "piggyback" on a registration statement filed by the Company for the offer and sale of its Common Stock, the undersigned is offered the opportunity to participate on a pro rata basis in the Underwritten Sale consistent with such contractual rights and the undersigned is released from its lockup restrictions set forth herein to the extent of the undersigned's participation in such Underwritten Sale or such contractual rights are waived pursuant to the terms thereof. In the event of a Triggering Release, the Company shall use commercially reasonable efforts to notify the undersigned within five business days of the occurrence of such Triggering Release, which notification obligation may be satisfied by the issuance of a press release through a major news service, or on a Form 8-K, announcing such Triggering Release; provided that the failure by the Company to give such notice shall not give rise to any claim or liability against the Company or the Underwriters except, in respect of the Company, in the case of bad faith on the part of the Company. The undersigned further acknowledges that the Representatives are under no obligation to inquire into whether, or to ensure that, the Company notifies the undersigned of any such Triggering Release, which is a matter between the undersigned and the Company.

The undersigned acknowledges and agrees that this Lock-Up Agreement and any transaction contemplated by this Lock-Up Agreement and any claim, controversy or dispute arising under or related thereto shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws that would results in the application of any other law than the laws of the State of New York. The undersigned agrees that any suit or proceeding arising in respect of this Lock-Up Agreement or any transaction contemplated by this Lock-Up Agreement will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York and the undersigned agrees to submit to the jurisdiction of, and to venue in, such courts. The undersigned now has, and, except as contemplated by clauses (i) – (xv) above, for the duration of this Lock-Up Agreement will have, good and marketable title to the undersigned's shares of Common Stock of the Company, free and clear of all liens, encumbrances, and claims whatsoever. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock of the Company except in compliance with the foregoing restrictions.

The undersigned acknowledges and agrees that none of the Underwriters has made any recommendation or provided any investment or other advice to the undersigned with respect to this Lock-Up Agreement or the subject matter hereof, and the undersigned has consulted its own legal, accounting, financial, regulatory, tax and other advisors with respect to this Lock-Up Agreement and the subject matter hereof to the extent the undersigned has deemed appropriate. The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

Notwithstanding anything to the contrary herein, this Lock-Up Agreement shall lapse and become null and void and the undersigned will be released from all of his, her or its obligations hereunder if (i) prior to entering into the Underwriting Agreement, the Company notifies the Representatives in writing that the Company does not intend to proceed with the public offering, (ii) the Company files an application to withdraw the registration statement related to the public offering, (iii) the Company and the Representatives have not entered into the Underwriting Agreement on or before December 31, 2021, or (iv) for any reason the Underwriting Agreement terminates or is terminated prior to the First Time of Delivery (as defined therein). The undersigned understands that the Company and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward consummation of the offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors, and assigns.

Very truly yours,

_____

Authorized Signature

_____

Title

Exhibit 4.2

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "**Agreement**") is made and entered into as of , 2021, by and among Aris Water Solutions, Inc., a Delaware corporation (the "**Company**"), Solaris Midstream Holdings, LLC, a Delaware limited liability company ("**Solaris**"), and each of the other parties listed on the signature pages hereto (the "**Initial Holders**" and, together with the Company, the "**Parties**").

WHEREAS, in connection with, and in consideration of, the transactions contemplated by the Company's Registration Statement on Form S-1 (File No. 333-259740), the Initial Holders have requested, and the Company has agreed to provide, registration rights with respect to the Registrable Securities (as hereinafter defined) as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the Parties hereby agree as follows:

1. **Definitions**. As used in this Agreement, the following terms have the meanings indicated:

"**Affiliate**" of any specified Person means any other person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such specified Person. For purposes of this definition, "control" of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"**Agreement**" has the meaning set forth in the preamble.

"**Automatic Shelf Registration Statement**" means an "automatic shelf registration statement" as defined under Rule 405.

"**Blackout Period**" has the meaning set forth in Section 3(o).

"**Board**" means the board of directors of the Company.

"**Business Day**" means any day other than a Saturday, Sunday, any federal holiday or any other day on which banking institutions in the State of Texas or the State of New York are authorized or required to be closed by law or governmental action.

"**Commission**" means the Securities and Exchange Commission or any other federal agency then administering the Securities Act or Exchange Act.

"**Class A Common Stock**" means the Class A common stock, par value $0.01 per share, of the Company.

"**Company**" has the meaning set forth in the preamble.

"**Company Securities**" means any equity interest of any class or series in the Company.

"**Demand Notice**" has the meaning set forth in Section 2(b)(i).

"**Demand Registration**" has the meaning set forth in Section 2(b)(i).

"**DRS Submission**" means the confidential submission of a draft registration statement to the Commission.

"**Effective Date**" means the time and date that a Registration Statement is first declared effective by the Commission or otherwise becomes effective.

"**Effectiveness Period**" means, with respect to any Registration Statement filed under this Agreement, the time such Registration Statement is initially effective under the Securities Act until the time when no Registrable Securities are covered by such Registration Statement.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations of the Commission promulgated thereunder.

"**Filing Deadline**" means the Commission's applicable filing deadline for the Company's periodic reports under the Exchange Act (excluding any extension(s) under Rule 12b-25 of the Exchange Act).

"**Holder**" means (i) each Initial Holder unless and until such Initial Holder ceases to hold any Registrable Securities and (ii) any holder of Registrable Securities to whom registration rights conferred by this Agreement have been transferred in compliance with Section 8(e) hereof; provided that any Person referenced in clause (ii) shall be a Holder only if such Person agrees in writing to be bound by and subject to the terms set forth in this Agreement.

"**Holder Indemnified Persons**" has the meaning set forth in Section 6(a).

"**Initial Holders**" has the meaning set forth in the preamble.

"**Initiating Holder**" means the Holder delivering the Demand Notice or the Underwritten Offering Notice, as applicable.

"**Lock-Up Period**" has the meaning set forth in the underwriting agreement entered into by the Company in connection with the initial underwritten public offering of shares of Class A Common Stock.

"**Long-Form Registration Statement**" means a Form S-1 or any similar or successor long-form registration statement.

"**Losses**" has the meaning set forth in Section 6(a).

"**Major Shareholders**" means COG Operating LLC, Trilantic Capital Partners Associates V L.P, Trilantic Energy Partners Associates L.P. and Yorktown Energy Partners XI, L.P.

"**Management Shareholder**" means an executive officer (as defined in Rule 3b-7 under the Exchange Act) of the Company that hold Registrable Securities as of the date of the subject Underwritten Offering; provided that such individual(s) shall not be Management Shareholders if he or she is not an executive officer as of the date of the subject Underwritten Offering.

"**Minimum Amount**" has the meaning set forth in Section 2(b)(i).

"**Non-Underwritten Block Trade**" means any non-marketed non-underwritten offering taking the form of a block trade to a financial institution, "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or institutional "accredited investor" (as defined in Rule 501(a) of Regulation D under the Securities Act).

"**Opt-Out Notice**" has the meaning set forth in Section 2(g).

"**Parties**" has the meaning set forth in the preamble.

"**Person**" means an individual, corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, estate, trust, government (or an agency or subdivision thereof) or other entity of any kind.

"**Piggyback Registration**" has the meaning set forth in Section 2(e)(i).

"**Piggyback Registration Notice**" has the meaning set forth in Section 2(e)(i).

"**Piggyback Registration Request**" has the meaning set forth in Section 2(e)(i).

"**Proceeding**" means any action, claim, suit, proceeding or investigation (including a preliminary investigation or partial proceeding, such as a deposition) pending or, to the knowledge of the Company, to be threatened.

"**Prospectus**" means the prospectus included in a Registration Statement (including a prospectus that includes any information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance upon Rule 430A, Rule 430B or Rule 430C promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

"**Registrable Securities**" means the Shares; provided, however, that Registrable Securities shall not include: (i) any Shares that have been registered under the Securities Act and disposed of pursuant to an effective Registration Statement or otherwise transferred to a Person who is not entitled to the registration and other rights hereunder; (ii) any Shares that have been sold or transferred by the Holder thereof pursuant to Rule 144 (or any similar provision then in force under the Securities Act) and the transferee thereof does not receive "restricted securities" as defined in Rule 144; and (iii) any Shares that cease to be outstanding (whether as a result of repurchase and cancellation, conversion or otherwise).

"**Registration Expenses**" has the meaning set forth in Section 5.

"**Registration Statement**" means a registration statement of the Company in the form required to register under the Securities Act and other applicable law the resale of the Registrable Securities in accordance with the intended plan of distribution of each Holder of Registrable Securities included therein, and including any Prospectus, amendments and supplements to each such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

"**Requested Underwritten Offering**" has the meaning set forth in Section 2(d).

"**Resale Shelf Registration Statement**" has the meaning set forth in Section 2(a)(i).

"**Rule 144**" means Rule 144 promulgated by the Commission pursuant to the Securities Act (or any successor rule then in effect).

"**Rule 405**" means Rule 405 promulgated by the Commission pursuant to the Securities Act (or any successor rule then in effect).

"**Rule 415**" means Rule 415 promulgated by the Commission pursuant to the Securities Act (or any successor rule then in effect).

"**Rule 424**" means Rule 424 promulgated by the Commission pursuant to the Securities Act (or any successor rule then in effect).

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Selling Expenses**" means all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities and fees and disbursements of counsel for any Holder, subject to certain reimbursement for expenses of counsel under Section 5.

"**Shares**" means (i) the shares of Class A Common Stock held by the Holders as of the date hereof, including the shares of Class A Common Stock that may be delivered in exchange for Units, and (ii) and any other equity interests of the Company or equity interests in any successor of the Company issued in respect of such shares by reason of or in connection with any stock dividend, stock split, combination, reorganization, recapitalization, conversion to another type of entity or similar event involving a change in the capital structure of the Company. For purposes of this Agreement, a Person shall be deemed to be a holder of Shares and such Shares shall be deemed to be in existence whenever such Person has the right to acquire such Shares (upon conversion, exchange or exercise in connection with a transfer of securities or otherwise, but disregarding any restrictions or limitations upon the exercise of such right other than vesting), whether or not such acquisition has actually been effected, and such Person shall be entitled to exercise the rights of a holder of Shares.

"**Shelf Offering**" has the meaning set forth in Section 2(c)(i).

"**Shelf Registration Statement**" means a Registration Statement of the Company filed with the Commission on Form S-3 (or any successor form or other appropriate form under the Securities Act) for an offering to be made on a continuous or delayed basis pursuant to Rule 415 (or any similar rule that may be adopted by the Commission) covering the Registrable Securities, including the Resale Shelf Registration Statement.

"**Short-Form Registration Statement**" means any Form S-3 or any similar or successor short-form Registration Statement.

"**Solaris**" has the meaning set forth in the preamble.

"**Solaris LLC Agreement**" means the Fourth Amended and Restated Limited Liability Company Agreement of Solaris Midstream Holdings, LLC, dated as of , 2021.

"**Suspension Period**" has the meaning set forth in Section 8(b).

"**Take-down Notice**" has the meaning set forth in Section 2(c)(i).

"**Trading Market**" means the principal national securities exchange on which Registrable Securities are listed.

"**Underwritten Offering**" means an underwritten offering of Class A Common Stock for cash (whether a Requested Underwritten Offering or in connection with a public offering of Class A Common Stock by the Company, stockholders or both), excluding an offering relating solely to an employee benefit plan, an offering relating to a transaction on Form S-4 or S-8 or an offering on any registration statement form that does not permit secondary sales.

"**Underwritten Offering Notice**" has the meaning set forth in Section 2(d).

"**Underwritten Offering Piggyback Notice**" has the meaning set forth in Section 2(e)(ii).

"**Underwritten Offering Piggyback Request**" has the meaning set forth in Section 2(e)(ii).

"**Underwritten Piggyback Offering**" has the meaning set forth in Section 2(e)(ii).

"**Units**" has the meaning given to such term in the Solaris LLC Agreement.

"**VWAP**" means, as of a specified date and in respect of Registrable Securities, the volume weighted average price for such security on the Trading Market for the five trading days immediately preceding, but excluding, such date.

"**WKSI**" means a "well known seasoned issuer" as defined under Rule 405.

Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms; (b) references to Sections refer to Sections of this Agreement; (c) the terms "include," "includes," "including" and words of like import shall be deemed to be followed by the words "without limitation"; (d) the terms "hereof," "hereto," "herein" or "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement; (e) unless the context otherwise requires, the term "or" is not exclusive and shall have the inclusive meaning of "and/or"; (f) defined terms herein will apply equally to both the singular and plural forms and derivative forms of defined terms will have correlative meanings; (g) references to any law or statute shall include all rules and regulations promulgated thereunder, and references to any law or statute shall be construed as including any legal and statutory provisions consolidating, amending, succeeding or replacing the applicable law or statute; (h) references to any Person include such Person's successors and permitted assigns; and (i) references to "days" are to calendar days unless otherwise indicated.

2. **Registration**.

(a) **Resale Shelf Registration Statements**.

(i) Within five (5) Business Days after the Filing Deadline for the Company's first Annual Report on Form 10-K required to be filed with the Commission after the consummation of the Company's initial public offering, the Company shall use its commercially reasonable efforts to prepare and submit or cause to be prepared and submitted with the Commission a DRS Submission of a Shelf Registration Statement for an offering to be made on a delayed or continuous basis pursuant to Rule 415 of the Securities Act registering the resale from time to time by the Holders of all of the Registrable Securities held by the Holders through any method legally available to the Holders (the "**Resale Shelf Registration Statement**"). The Resale Shelf Registration Statement shall be on Form S-1, and the Company shall use commercially reasonable efforts to convert the Form S-1 to a Form S-3 as soon as reasonably practicable after the Company is eligible to use Form S-3. The Company shall use commercially reasonable efforts to cause the Resale Shelf Registration Statement to be declared effective as soon as possible after filing, but in no event later than five (5) Business Days after the Commission notifies the Company that it will not review the Resale Shelf Registration Statement, if applicable; provided that the Company will not be required to cause the initial Resale Shelf Registration Statement to be declared effective any earlier than 48 hours after it is publicly filed with the Commission and such five Business Day requirement shall be extended by a reasonable amount if a Holder provides a withdrawal notice during such period pursuant to section 2(b)(iv) hereunder. Once effective, subject to Section 3(o), the Company shall use commercially reasonable efforts to keep the Resale Shelf Registration Statement continuously effective and to be supplemented and amended to the extent necessary to ensure that such Registration Statement is available, including, if the Company becomes a WSKI, to cause the Resale Shelf Registration Statement to be in the form of an Automatic Shelf Registration Statement for such purpose on Form S-3, or, if not available, to ensure that another Registration Statement is available, under the Securities Act at all times for the public resale of all of the Registrable Securities until the end of the Effectiveness Period. The Resale Shelf Registration Statement shall contain a Prospectus in such form as to permit any Holder to sell such Registrable Securities pursuant to Rule 415 under the Securities Act (or any successor or similar provision adopted by the Commission then in effect) at any time beginning on the effective date for such Registration Statement, and the Company shall file with the Commission the final form of such Prospectus pursuant to Rule 424 (or successor thereto) under the Securities Act no later than the second Business Day after the Resale Shelf Registration Statement becomes effective. The Resale Shelf Registration Statement shall provide that the Registrable Securities may be sold pursuant to any method or combination of methods legally available to, and requested by, the Holders. Without limiting the foregoing, subject to any comments from the Commission, each Registration Statement filed pursuant to this Section 2(a) shall include a "plan of distribution" approved by the Initial Holders or to which the Initial Holders have not objected after reasonable advance notice.

(ii) Registrations effected pursuant to this Section 2(a) shall not be counted as Demand Registrations effected pursuant to Section 2(b).

(b) **Demand Registration**.

(i) At any time and from time to time, any Holder shall have the option and right, exercisable by delivering a written notice to the Company (a "**Demand Notice**"), to require the Company to, pursuant to the terms of and subject to the limitations contained in this Agreement, register under the Securities Act all or a portion of its Registrable Securities and to prepare and file with the Commission a Registration Statement, which shall include a Long-Form Registration Statement or a Short-Form Registration Statement, registering the offering and sale of the number and type of Registrable Securities on the terms and conditions specified in the Demand Notice (a "**Demand Registration**"); provided that the Company shall not be obligated to effect more than three Demand Registrations within any 12-month period if three Demand Registrations have been declared and ordered effective during such 12-month period and the Holders of Registrable Securities are able to register and sell at least 90% of the Registrable Securities requested to be included in such registrations. For the avoidance of doubt, a Requested Underwritten Offering shall not be subject to the limitation on the number of Demand Registrations in the immediately preceding sentence. The Demand Notice must include such information regarding the Holder, the approximate number of Registrable Securities that the Initiating Holder intends to include in such Demand Registration and the intended methods of disposition thereof as shall be required to effect the registration of the sale of the Holder's Registrable Securities. In the event that the Company files a Form S-1 pursuant to any Demand Registration, the Company shall use commercially reasonable efforts to convert the Form S-1 to a Form S-3 as soon as reasonably practicable after the Company is eligible to use Form S-3. Notwithstanding anything to the contrary herein, in no event shall the Company be required to effectuate a Demand Registration unless the Registrable Securities of the Holders and their respective Affiliates to be included therein have an aggregate value, based on the VWAP as of the date of the Demand Notice, of at least $20.0 million (the "**Minimum Amount**").

(ii) The Company shall, subject to the limitations of this Section 2(b), use its commercially reasonable efforts to (i) prepare and file as expeditiously as possible, a Registration Statement in accordance with the terms and conditions of the Demand Notice and (ii) effect, as expeditiously as possible, the registration of all Registrable Securities requested by the Holders pursuant to such Demand Registration, subject to Section 2(f); provided that if a Demand Notice is sent to the Company prior to the expiration of the Lock-Up Period, the Company shall not be required to make any filing of a Registration Statement prior to the expiration of the Lock-Up Period. The Company shall use its commercially reasonable efforts to cause each Registration Statement filed pursuant to any Demand Registration to become effective under the Securities Act as soon as reasonably practicable following the initial filing thereof and to remain effective under the Securities Act until the expiration of the Effectiveness Period for such Registration Statement.

(iii) The Company may include in the Resale Shelf Registration Statement and any Demand Registration other Company Securities for sale for its own account or for the account of any other Person, subject to Section 2(f).

(iv) A Holder may withdraw all or any portion of its Registrable Securities included in the Resale Registration or a Demand Registration from the registration under the Resale Registration Statement (the "**Resale Registration**") or such Demand Registration at any time prior to the effectiveness of the applicable Registration Statement. Upon receipt of a notice from the Initiating Holder that the Initiating Holder is withdrawing all of its Registrable Securities from the Demand Registration or a notice from a Holder to the effect that the Holder is withdrawing an amount of its Registrable Shares such that the remaining amount of Registrable Shares to be included in the Demand Registration is below the Minimum Amount, then the non-withdrawing Holders shall be permitted to include additional amounts of Registrable Securities in such Demand Registration, subject to Section 2(f), not in the aggregate in excess of the aggregate original amount of such Demand Registration so long as such additional amounts of Registrable Securities cause such Demand Registration to equal or exceed the Minimum Amount; provided that, if after undertaking the foregoing exercise, the remaining amount of Registrable Shares to be included in the Demand Registration is still below the Minimum Amount, then the Company shall cease all efforts to secure effectiveness of the applicable Registration Statement.

(v) Subject to the limitations contained in this Agreement, the Company shall effect any Demand Registration on such appropriate Long-Form Registration Statement or Short-Form Registration Statement (A) as shall be selected by the Company after consultation with the Initiating Holder; provided that the Company will use its commercially reasonable efforts to make Short-Form Registration Statements available for the sale of Registrable Securities whenever the Company is permitted to use any applicable short-form (unless the managing underwriters (if any) of such offering requests that such Demand Registration be on a Long-Form Registration Statement and (B) as shall permit the disposition of the Registrable Securities in accordance with the intended method or methods of disposition specified in the Demand Notice; provided that if the Company is, at the time of its receipt of a Demand Notice, a WKSI, the Demand Registration shall be effected pursuant to an Automatic Shelf Registration Statement, which shall be on Form S-3 or any equivalent or successor form under the Securities Act (if available to the Company). If at any time a Registration Statement on Form S-3 is effective and a Holder provides written notice to the Company that it intends to effect an offering of all or part of the Registrable Securities included on such Registration Statement, the Company will amend or supplement such Registration Statement as may be necessary in order to enable such offering to take place.

(vi) Without limiting Section 3, in connection with the Resale Shelf Registration Statement and any Demand Registration pursuant to and in accordance with this Section 2(b), the Company shall (A) promptly prepare and file or cause to be prepared and filed (1) such additional forms, amendments, supplements, prospectuses, certificates, letters, opinions and other documents, as may be necessary or advisable to register or qualify the securities subject to the Resale Registration or such Demand Registration, including under the securities laws of such jurisdictions as the Holders shall reasonably request; provided, however, that no such qualification shall be required in any jurisdiction where, as a result thereof, the Company would become subject to general service of process or to taxation or qualification to do business in such jurisdiction solely as a result of registration and (2) such forms, amendments, supplements, prospectuses, certificates, letters, opinions and other documents as may be necessary to apply for listing or to list the Registrable Securities subject to the Resale Shelf Registration Statement or such Demand Registration on the Trading Market and (B) do any and all other acts and things that may be reasonably necessary or appropriate or reasonably requested by the Holders to enable the Holders to consummate a public sale of such Registrable Securities in accordance with the intended timing and method or methods of distribution thereof.

(c) **Shelf Take-Downs**.

(i) At any time that the Resale Shelf Registration Statement is effective (subject to any contractual lock-up agreements then in effect), if a Holder delivers a notice to the Company (a "**Take-Down Notice**") stating that it intends to effect an offering from any such Registration Statement (a '**Shelf Offering**") of all or part of its Registrable Securities included by it on such Registration Statement, whether such offering is underwritten or non-underwritten, and stating the number of its Registrable Securities to be included in the Shelf Offering, then the Company shall amend or supplement such Registration Statement and take such other reasonable actions, as may be necessary in order to enable such Registrable Securities to be distributed pursuant to the Shelf Offering (taking into account the inclusion of Registrable Securities pursuant to Section 2(e)(ii)).

(ii) Notwithstanding anything to the contrary in this Agreement, no notice by the Company shall be required to be delivered to any other Holders in accordance with Section 2(e) in connection with any Take-Down Notice indicating that the Holder that delivered such Take-Down Notice intends to engage in a Non-Underwritten Block Trade. If the Company shall receive a request from any Holder that such Holder wishes to effect a Non-Underwritten Block Trade, then the Company shall, as expeditiously as possible, use commercially reasonable efforts to facilitate the offering of such Registrable Securities for which such requesting Holder has requested in such Non-Underwritten Block Trade. Such commercially reasonable efforts shall include, without limitation, to the extent reasonably requested, obtaining so-called "comfort letters" from the Company's independent public accountants and legal opinions of counsel to the Company, in customary form and covering such matters as are customarily covered by such letters and opinions.

(d) **Requested Underwritten Offering**. Any Holder then able to effectuate a Demand Registration pursuant to the terms ofSection 2(b), or any Holder who has previously effectuated a Demand Registration pursuant to Section 2(b) but has not engaged in an Underwritten Offering in respect of such Demand Registration or any Holder then able to effectuate a Shelf Offering, in each case, shall have the option and right, exercisable by delivering written notice to the Company of its intention to distribute Registrable Securities by means of an Underwritten Offering (an "**Underwritten Offering Notice**"), to require the Company, pursuant to the terms of and subject to the limitations of this Agreement, to effectuate a distribution of any or all of its Registrable Securities by means of an Underwritten Offering pursuant to a new Demand Registration or pursuant to an effective Registration Statement covering such Registrable Securities (a "**Requested Underwritten Offering**"); provided that if the Requested Underwritten Offering (i) is pursuant to a new Demand Registration, then the Registrable Securities of such Initiating Holder requested to be included in such Requested Underwritten Offering have an aggregate value of at least equal to 50% of the Minimum Amount as of the date of such Underwritten Offering Notice and Registrable Securities including pursuant to Section 2(e)(ii) are reasonably expected to result in such Requested Underwritten Offering having an aggregate value at least equal to the Minimum Amount, and (ii) is pursuant to a Shelf Offering, then the Registrable Securities requested to be included in such Requested Underwritten Offering (including any Registrable Securities included pursuant to Section 2(e)(ii)) is reasonably expected to result in aggregate gross proceeds in excess of $10.0 million. The Underwritten Offering Notice must set forth the number of Registrable Securities that the Holder intends to include in such Requested Underwritten Offering. The managing underwriter or managing underwriters of a Requested Underwritten Offering shall be designated and selected by the Initiating Holders that is selling more than 50% of Registrable Securities included in the applicable Requested Underwritten Offering, subject to the Company's approval which shall not be unreasonably withheld, conditioned or delayed; provided, however, if no Initial Holder is selling more than 50% of the Registrable Securities in such a Requested Underwritten Offering, then such Initial Holders shall collaborate and jointly designated and select the underwriter. Notwithstanding the foregoing, the Company is not obligated to effect a Requested Underwritten Offering that would launch within 60 days after the closing of an Underwritten Offering.

(e) **Piggyback Registration and Piggyback Underwritten Offering**.

(i) If the Company shall at any time propose to file a registration statement under the Securities Act with respect to an offering of Class A Common Stock (other than a registration statement on Form S-4, Form S-8 or any successor forms thereto or filed solely in connection with an exchange offer or any employee benefit or dividend reinvestment plan), whether or not for its own account (including pursuant to any Demand Registration), then the Company shall promptly notify in writing all Holders of its intention to effect such a registration (the "**Piggyback Registration Notice**"). The Piggyback Registration Notice shall offer Holders the opportunity to include for registration in such registration statement the number of Registrable Securities as they may request in writing (a "**Piggyback Registration**"). Subject to the last sentence of this Section 2(e)(i) and Section 2(f), the Company shall include in such Piggyback Registration such Registrable Securities for which the Company has received written requests for inclusion therein ("**Piggyback Registration Request**") within the five Business Days after sending the Piggyback Registration Notice. Each Holder shall be permitted to withdraw all or part of such Holder's Registrable Securities from a Piggyback Registration by giving written notice to the Company of its request to withdraw; provided that (A) such request must be made in writing prior to the effectiveness of such registration statement and (B) such withdrawal shall be irrevocable and, after making such withdrawal, a Holder shall no longer have any right to include Registrable Securities in the Piggyback Registration as to which such withdrawal was made. Any withdrawing Holder shall continue to have the right to include any Registrable Securities in any subsequent registration statement or registration statements as may be filed by the Company with respect to offerings of Class A Common Stock, all upon the terms and conditions set forth herein.

The Company shall have the right to terminate or withdraw any Piggyback Registration initiated by it for its own account under this Section 2(e) at any time in its sole discretion whether or not any Holder has elected to include Registrable Securities in such Registration Statement. The Registration Expenses and Selling Expenses of such withdrawn registration shall be borne by, and the Company shall pay, all Registrations Expenses and Selling Expenses incurred in connection with such Piggyback Registration. Further, the Registration Expenses of the Holders shall be paid by the Company in all such Piggyback Registrations, whether or not any such Piggyback Registration becomes effective.

(ii) If the Company shall at any time propose to conduct an Underwritten Offering, whether or not for its own account (including any Requested Underwritten Offering), then the Company shall promptly notify in writing all Holders of such proposal reasonably in advance of the commencement of the offering, which notice shall set forth the principal terms and conditions of the issuance, including the proposed offering price (or range of offering prices), the anticipated filing date of the related registration statement (if applicable) and the number of shares of Class A Common Stock that are proposed to be registered (the "**Underwritten Offering Piggyback Notice**"). Receipt of any Underwritten Offering Piggyback Notice required to be provided in this Section 2(e)(ii) to Holders shall be confirmed and kept confidential by the Holder until such proposed Underwritten Offering is (i) publicly announced or (ii) such Holder receives notice that such proposed Underwritten Offering has been abandoned, which such notice shall be provided promptly by the Company to each Holder. The Underwritten Offering Piggyback Notice shall offer Holders the opportunity to include in such Underwritten Offering (and any related Registration Statement filing or preliminary prospectus supplement or prospectus supplement filing) the number of Registrable Securities as they may request in writing (an "**Underwritten Piggyback Offering**"). The Company shall use commercially reasonable efforts to include in each such Underwritten Piggyback Offering such Registrable Securities for which the Company has received written requests for inclusion therein ("**Underwritten Offering Piggyback Request**") within the two Business Days after sending the Underwritten Offering Piggyback Notice. Each Holder shall be permitted to withdraw all or part of such Holder's Registrable Securities from an Underwritten Piggyback Offering at any time immediately prior to the time of pricing of the Underwritten Piggyback Offering and, thereafter, if a Holder disapproves of the terms of any such Piggyback Underwritten Offering (including the price and timing of such Piggyback Underwritten Offering) prior to the commencement of any such Underwritten Piggyback Offering, and nothing herein shall grant the Company any power of attorney with respect thereto and each Holder retains the rights to except the terms of any such Piggyback Underwritten Offering prior to its commencement. Such Holder shall continue to have the right to include any Registrable Securities in any subsequent Underwritten Offerings, all upon the terms and conditions set forth herein.

(f) **Priority in Registrations**. If the managing underwriter or managing underwriters of an Underwritten Offering advise the Company and the Holders in writing, based on prevailing market precedents and public investor interactions that the inclusion of all of the Holders' Registrable Securities requested for inclusion in the subject Underwritten Offering (and any related registration, if applicable) (and any other Class A Common Stock proposed to be included in such offering) exceeds the maximum number that can be included without materially and adversely affecting the marketability of the securities offered, the Company shall include in such Underwritten Offering (and any related registration, if applicable) only that number of shares of Class A Common Stock proposed to be included in such Underwritten Offering (and any related registration, if applicable) that, in the written opinion of the managing underwriter or managing underwriters, will not have such material and adverse effect, with such number to be allocated as follows: (A) in the case of a Requested Underwritten Offering or Demand Registration or Shelf Offering that is otherwise an Underwritten Offering, (1) first, pro-rata among all Holders that have requested to include Registrable Securities in such Underwritten Offering based on the relative number of Registrable Securities then held by each such Holder, (2) second, if there remains availability for additional shares of Class A Common Stock to be included in such Underwritten Offering, to the Company, and (3) third, if there remains availability for additional shares of Class A Common Stock to be included in such Underwritten Offering, to any other holders entitled to participate in such Underwritten Offering, if applicable, based on the relative number of shares of Class A Common Stock then held by each such holder; and (B) in the case of any other Underwritten Offerings, (x) first, to the Company, (y) second, if there remains availability for additional shares of Class A Common Stock to be included in such Underwritten Offering, pro-rata among all Holders desiring to include Registrable Securities in such Underwritten Offering based on the relative number of Registrable Securities then held by each such Holder, and (z) third, if there remains availability for additional shares of Class A Common Stock to be included in such registration, pro-rata among any other holders entitled to participate in such Underwritten Offering, if applicable, based on the relative number of Class A Common Stock then held by each such holder; provided that, if any Management Shareholder proposes to include in the subject Underwritten Offering over 50% of the Registrable Securities held by such Management Shareholder as of the date of such Underwritten Offering and the managing underwriter(s) of such Underwritten Offering advise the Company and the Holders in writing, based on prevailing market precedents and public investor interactions, that participation in the Underwritten Offering by such Management Shareholder at the level proposed would materially and adversely affect the marketability of the securities offered, then Registrable Securities proposed to be included in such Underwritten Offering in excess of 50% of the Registrable Securities held by such Management Shareholder as of the date of such Underwritten Offering may be excluded from such offering below the proposed level, even if such exclusion would not treat such Management Shareholder on a pro rata basis. If any Holder disapproves of the terms of any such Underwritten Offering (including the price and timing of such Underwritten Offering), such Holder may elect to withdraw therefrom by written notice to the Company and the managing underwriter(s) delivered prior to the time of the pricing of such offering. Any Registrable Securities withdrawn from such underwriting shall be excluded and withdrawn from the registration.

(g) **Opt-Out Notices**. Any Holder may deliver written notice (an "**Opt-Out Notice**") to the Company requesting that such Holder not receive notice from the Company of the proposed filing of any Underwritten Offering (including any Underwritten Piggyback Offering), the withdrawal of any Underwritten Offering (including any Underwritten Piggyback Offering) or any event that would lead to a Blackout Period as contemplated by Section 3(o); provided, however, that such Holder may later revoke any such Opt-Out Notice in writing. Following receipt of an Opt-Out Notice from a Holder (unless subsequently revoked), the Company shall not deliver to such Holder any notice that would otherwise be required to be delivered pursuant to this Section 2. In the event such Holder revokes its Opt-Out Notice in writing and a notice of a Blackout Period was previously delivered (or would have been delivered but for the provisions of this Section 2(g)) and the Blackout Period remains in effect, the Company will so notify such Holder promptly by delivering to such Holder a copy of such previous notice of such Blackout Period, and thereafter will provide such Holder with the related notice of the conclusion of such Blackout Period as soon as reasonably practicable upon its availability.

3. **Registration and Underwritten Offering Procedures**.

In addition to the other procedures and matters set forth in this Agreement, the procedures to be followed by the Company and each Holder electing to sell Registrable Securities in a Registration Statement pursuant to this Agreement, and the respective rights and obligations of the Company and such Holders, with respect to the preparation, filing and effectiveness of such Registration Statement and the effectuation of any Underwritten Offering, Demand Registration or Shelf Offering are as follows:

(a) The Company will, within a reasonable period prior to, and in any event with respect to each of the Major Shareholders at least two (2) Business Days prior to, the anticipated filing of any Registration Statement and any related Prospectus or any amendment or supplement thereto relating to any Registrable Securities (other than, after effectiveness of the Registration Statement, any filing made under the Exchange Act that is incorporated by reference into the Registration Statement), (i) furnish to such Holders copies of all such documents prior to filing and (ii) use commercially reasonable efforts to address in each such document when so filed with the Commission such comments as such Holders or their respective counsel reasonably shall propose prior to the filing thereof.

(b) The Company will use commercially reasonable efforts to promptly (i) prepare and file with the Commission such amendments, including post-effective amendments, and supplements to each Registration Statement and the Prospectus used in connection therewith as may be necessary under applicable law to keep such Registration Statement continuously effective with respect to the disposition of all Registrable Securities covered thereby for its Effectiveness Period and, subject to the limitations contained in this Agreement, prepare and file with the Commission such additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities held by the Holders; (ii) cause the related Prospectus to be amended or supplemented by any required prospectus supplement, and as so supplemented or amended to be filed pursuant to Rule 424; and (iii) respond to any comments received from the Commission with respect to each Registration Statement or any amendment thereto and, as promptly as practicable provide such Holders true and complete copies of all correspondence from and to the Commission relating to such Registration Statement that pertains to such Holders as selling stockholders but not any comments that would result in the disclosure to such Holders of material and non-public information concerning the Company.

(c) The Company will use its commercially reasonable efforts to comply with the provisions, rules and regulations of the Securities Act and the Exchange Act with respect to the Registration Statements and the disposition of all Registrable Securities covered by each Registration Statement until such time as all of such securities have been disposed of in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and the rules thereunder (including Rule 158 under the Securities Act).

(d) The Company will use its commercially reasonably efforts to ensure that (i) any prospectus or free writing prospectus (when taken together with the Registration Statement and prospectus and the documents incorporated by reference therein) utilized in connection with any Registration Statement or registration or offering hereunder (A) complies in all material respects with the applicable requirements under the Securities Act, (B) is filed in accordance with the Securities Act to the extent required thereby and is retained in accordance with the Securities Act to the extent required thereby, and (C) will not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (ii) any registration statement filed and effective in connection with any Registration Statement or registration or offering hereunder, when taken together with the related prospectus (including the documents incorporated by reference therein), at the time of its effectiveness under the Securities Act, will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

(e) The Company will notify such Holders who are included in a Registration Statement: (i) (A) when a Prospectus or any prospectus supplement or post-effective amendment to a Registration Statement in which such Holder is included has been filed; (B) when the Commission notifies the Company whether there will be a "review" of the applicable Registration Statement and whenever the Commission comments in writing on such Registration Statement (in which case the Company shall provide true and complete copies thereof and all written responses thereto to each of such Holders that pertain to such Holders as selling stockholders); and (C) with respect to each applicable Registration Statement or any post-effective amendment thereto, when the same has been declared effective; (ii) of any request by the Commission or any other federal or state governmental authority for amendments or supplements to such Registration Statement or Prospectus or for additional information that pertains to such Holders as sellers of Registrable Securities; (iii) of the issuance by the Commission of any stop order suspending the effectiveness of such Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose; (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; and (v) of the occurrence of any event or passage of time that makes any statement made in such Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to such Registration Statement, Prospectus or other documents so that, in the case of such Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (provided, however, that no notice by the Company shall be required pursuant to this clause (v) in the event that the Company either promptly files a prospectus supplement to update the Prospectus or a Form 8-K or other appropriate Exchange Act report that is incorporated by reference into the Registration Statement, which in either case, contains the requisite information that results in such Registration Statement no longer containing any untrue statement of material fact or omitting to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading).

(f) The Company will use commercially reasonable efforts to avoid the issuance of or, if issued, obtain the withdrawal of (i) any order suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, as promptly as reasonably practicable, or if any such order or suspension is made effective during any Blackout Period or Suspension Period, as promptly as reasonably practicable after such Blackout Period or Suspension Period is over.

(g) During the Effectiveness Period, the Company will furnish to each such Holder, without charge, at least one conformed copy of each Registration Statement and each amendment thereto and all exhibits to the extent requested by such Holder (including those incorporated by reference) promptly after the filing of such documents with the Commission; provided, that the Company will not have any obligation to provide any document pursuant to this clause that is available on the Commission's EDGAR system, and, during the term of this Agreement, such other documents as such Holder may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Holder.

(h) The Company will promptly deliver to each Holder, without charge, as many copies of each Prospectus or Prospectuses (including each form of prospectus) authorized by the Company for use and each amendment or supplement thereto as such Holder may reasonably request during the Effectiveness Period.

(i) The Company will cause all such Registrable Securities to be listed or quoted on each securities exchange on which similar securities issued by the Company are then listed or quoted or, if no Registrable Securities or similar securities are then so listed, use commercially reasonable efforts to, either, at the Company's election, (i) cause all such Registrable Securities to be listed on a national securities exchange or (ii) to arrange for at least two (2) market makers to register as such with respect to such shares with FINRA.

(j) The Company will provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of the Registration Statement. The Company will cooperate with such Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be delivered to a transferee pursuant to a Registration Statement, which certificates shall be free of all restrictive legends indicating that the Registrable Securities are unregistered or unqualified for resale under the Securities Act, Exchange Act or other applicable securities laws, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holder may request in writing. In connection therewith, if required by the Company's transfer agent, the Company will promptly, after the Effective Date of the Registration Statement, cause an opinion of counsel as to the effectiveness of the Registration Statement to be delivered to and maintained with its transfer agent, together with any other authorizations, certificates and directions required by the transfer agent which authorize and direct the transfer agent to issue such Registrable Securities without any such legend upon sale by the Holder of such Registrable Securities under the Registration Statement.

(k) Upon the occurrence of any event contemplated by Section 3(e)(v), the Company will prepare a supplement or amendment, including a post-effective amendment, if required by applicable law, to the affected Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, no Registration Statement nor any Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) With respect to Underwritten Offerings, (i) the right of any Holder to include such Holder's Registrable Securities in an Underwritten Offering shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein, (ii) each Holder participating in such Underwritten Offering agrees to enter into an underwriting agreement in customary form and sell such Holder's Registrable Securities on the basis provided in any underwriting arrangements approved by the Persons entitled to select the managing underwriter or managing underwriters hereunder and (iii) each Holder participating in such Underwritten Offering agrees to complete and execute all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents customarily and reasonably required under the terms of such underwriting arrangements; provided that no such Person shall be required to undertaken any indemnification obligations to the Company that are materially more burdensome than those provided in Section 6. The Company hereby agrees with each Holder that, in connection with any Underwritten Offering in accordance with the terms hereof, it will negotiate in good faith and execute all indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements, including using all commercially reasonable efforts to procure customary legal opinions and auditor "comfort" letters. In the case of an Underwritten Offering initiated in response to a Demand Registration or Shelf Offering (including a Requested Underwritten Offering), the price, underwriting discount and other financial terms shall be determined by the Holders of a majority of the Registrable Securities included in the Demand Registration or Shelf Offering. Notwithstanding the foregoing, if, in connection with any Underwritten Offering, the managing underwriter requests that any Holder enter into any lock-up agreement, (A) no Holder who is not participating in the Underwritten Offering shall be required to enter into such lock-up agreement unless all Holders of greater than 5% of the outstanding Common Stock and all directors and executive officers of the Company are subject to substantially the same restrictions and (B) in the event that the managing underwriter or the Company permit any discretionary waiver or termination of the restrictions of any lock-up agreement pertaining to any other Holder, the other Holders party to such lock-up agreements shall be released from any lock-up agreement to the same extent as such other Holder.

(m) In the case of an Underwritten Offering, the Company shall use its commercially reasonable efforts to cause its directors and executive officers to enter into a customary lockup agreement if requested by the underwriters managing the offering providing that such directors and executive officers will not effect any sale, transfer or distribution of Company equity securities, or any securities, options or rights convertible into or exchangeable or exercisable for such securities during a specified period of time, in each case subject to carve-outs and exceptions as acceptable by the underwriters managing the offering; provided that such lockup agreement shall not be more restrictive than the lockup agreement delivered by the Initial Holders to the underwriters. In addition, the Company shall enter into a customary lockup agreement if requested by the underwriters managing the offering providing that the Company shall not file any registration statement for a public offering or cause any such registration statement to become effective, or effect any public sale or distribution of its equity securities, or any securities, options or rights convertible into or exchangeable or exercisable for such securities during the foregoing period, in each case subject to carve-outs and exceptions as acceptable by the underwriters managing the offering.

(n) For a reasonable period prior to the filing of any Registration Statement and throughout the Effectiveness Period, the Company will make available, upon reasonable notice at the Company's principal place of business or such other reasonable place, for inspection during normal business hours by a representative or representatives of the selling Holders, the managing underwriter or managing underwriters and any attorneys or accountants retained by such selling Holders or underwriters, all such financial and other information and books and records of the Company, and cause the officers, employees, counsel and independent certified public accountants of the Company to respond to such inquiries, as shall be reasonably necessary (and in the case of counsel, not violate an attorney-client privilege in such counsel's reasonable belief) to conduct a reasonable investigation within the meaning of Section 11 of the Securities Act; provided, however, that any information that is not generally publicly available at the time of delivery of such information shall be kept confidential by such Persons unless disclosure of such information is required by court or administrative order or, in the opinion of counsel to such Person, law, in which case, such Person shall be required to give the Company written notice of the proposed disclosure prior to such disclosure and, if requested by the Company, assist the Company in seeking to prevent or limit the proposed disclosure.

(o) Notwithstanding any other provision of this Agreement, the Company shall not be required to file a Registration Statement (or any amendment thereto) or effect a Requested Underwritten Offering (or, if the Company has filed a Shelf Registration Statement and has included Registrable Securities therein, the Company shall be entitled to suspend the offer and sale of Registrable Securities pursuant to such Registration Statement) for a period of up to 60 days if (i) the Board determines such registration would render the Company unable to comply with applicable securities laws, (ii) the Board determines such registration would require disclosure of material information that the Company has a bona fide business purpose for preserving as confidential or (iii) the Board determines such registration is reasonably likely to adversely affect any material financing, acquisition, corporate reorganization or merger or other material transaction or event involving the Company or otherwise have a material adverse effect on the Company (any such period, a "**Blackout Period**"). Notwithstanding anything to the contrary in this Agreement, in no event shall any Blackout Periods and any Suspension Periods continue for more than 90 days in the aggregate during any 365-day period.

(p) In connection with an Underwritten Offering, the Company shall use all commercially reasonable efforts to provide to each Holder named as a selling securityholder in any Registration Statement a copy of any auditor "comfort" letters or customary legal opinions, in each case that have been provided to the managing underwriter or managing underwriters in connection with the Underwritten Offering, not later than the Business Day prior to the effective date of such Registration Statement.

(q) The Company will enter into such customary agreements (including underwriting agreements in customary form) and perform the Company's obligations thereunder and take all such other actions as the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities.

(r) The Company will use its commercially reasonable efforts to cause such Registrable Securities covered by such registration statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the sellers thereof to consummate the disposition of such Registrable Securities.

(s) The Company will use its commercially reasonable efforts to make available the executive officers of the Company to participate with the holders of Registrable Securities and any underwriters in any "road shows" or other selling efforts that may be reasonably requested by the holders in connection with the methods of distribution for the Registrable Securities; provided that, beginning after the date that is the one-year anniversary of the Company's consummation of its initial public offering, the executive officers of the Company shall not be obligated to participate in more than one multi-day marketed roadshow per 365-day period.

(t) The Company will cooperate with the sellers of Registrable Securities covered by the registration statement and the managing underwriter(s), if any, to facilitate the timely preparation and delivery of certificates (not bearing any restrictive legends) representing securities to be sold under the registration statement, and enable such securities to be in such denominations and registered in such names as the managing underwriter(s), if any, or such holders may request.

(u) The Company will if requested by the managing underwriter(s) or any holder of Registrable Securities covered by the registration statement, promptly incorporate in a prospectus supplement or post-effective amendment such information as the managing underwriter(s) or such holder reasonably requests to be included therein, including, with respect to the number of Registrable Securities being sold by such holder to such underwriter or agent, the purchase price being paid therefor by such underwriter or agent and with respect to any other terms of the underwritten offering of the Registrable Securities to be sold in such offering; and make all required filings of such prospectus supplement or post-effective amendment as soon as practicable after being notified of the matters incorporated in such prospectus supplement or post-effective amendment.

(v) If the Company does not pay the filing fee covering the Registrable Securities at the time any Shelf Registration Statement is filed, pay such fee at such time or times as the Registrable Securities are to be sold.

(w) The Company will reasonably cooperate with each seller of Registrable Securities and each underwriter or agent participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA.

(x) If any registration or comparable statement refers to any holder by name or otherwise as the holder of any securities of the Company and if in such holder's sole and exclusive judgment, such holder is or might be deemed to be an underwriter or a controlling person of the Company, such holder shall have the right to (i) require the insertion therein of language, in form and substance satisfactory to such holder and presented to the Company in writing, to the effect that the holding by such holder of such securities is not to be construed as a recommendation by such holder of the investment quality of the Company's securities covered thereby and that such holding does not imply that such holder will assist in meeting any future financial requirements of the Company, or (ii) in the event that such reference to such holder by name or otherwise is not required by the Securities Act or any similar federal statute then in force, require the deletion of the reference to such holder; provided that with respect to this clause (ii), if requested by the Company, such holder shall furnish to the Company an opinion of counsel to such effect, which opinion and counsel shall be reasonably satisfactory to the Company.

(y) In the event a Holder transfers Registrable Securities included on a Registration Statement and such Registrable Securities remain Registrable Securities following such transfer, at the request of such Holder, the Company shall amend or supplement such Registration Statement as may be necessary in order to enable such transferee to offer and sell such Registrable Securities pursuant to such Registration Statement; provided that in no event shall the Company be required to file a post-effective amendment to the Registration Statement unless (A) such Registration Statement includes only Registrable Securities held by the Holder, Affiliates of the Holder or transferees of the Holder or (B) the Company has received written consent therefor from all Persons for whom Registrable Securities have been registered on (but not yet sold under) such Registration Statement, other than the Holder, Affiliates of the Holder or transferees of the Holder.

4. **No Inconsistent or Superior Agreements**. The Company shall not hereafter enter into, and is not currently a party to, any agreement with respect to its securities that is superior to or inconsistent with or that in any way violates or subordinates the rights granted to the Holders by this Agreement. The Company's entry into any such agreement shall require the prior written consent of Holders that hold a majority of the Registrable Securities as of such time.

5. **Registration Expenses**. All Registration Expenses in connection with any Demand Registration, any Shelf Registration Statement (including the Resale Shelf Registration Statement, Shelf Offering, Requested Underwritten Offering, Piggyback Registration or Underwritten Piggyback Offering (in each case, excluding any Selling Expenses), whether or not the applicable Registration Statement becomes effective and whether or not any Registrable Securities are sold pursuant to the applicable Registration Statement, as well as all expenses incurred in performing or complying with the Company's other obligations under this Agreement, shall be borne by the Company. "**Registration Expenses**" shall include, without limitation, (i) all registration and filing fees (including fees and expenses (A) with respect to filings required to be made with the Trading Market and (B) in compliance with applicable state securities or "Blue Sky" laws), (ii) printing expenses (including expenses of printing certificates for Company Securities and of printing Prospectuses if the printing of Prospectuses is reasonably requested by a Holder of Registrable Securities included in the Registration Statement), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel, auditors and accountants for the Company, (v) Securities Act liability insurance, if the Company so desires such insurance, (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement, and (vii) all expenses relating to marketing the sale of the Registrable Securities, including expenses related to conducting a "road show."

The Company shall have no obligation to pay any Selling Expenses other than any Selling Expenses attributable to the securities it sells for its own account. The Selling Expenses of any Holder shall be borne by the applicable Holder participating in any Demand Registration, any Shelf Registration Statement (including the Resale Shelf Registration Statement) Shelf Offering, Requested Underwritten Offering, Piggyback Registration or Underwritten Piggyback Offering; provided, however, that the Company shall pay the reasonable fees and disbursements of one counsel for the Holders, up to an aggregate amount in each instance of $100,000, as well as the reasonable fees and disbursements of up to one additional counsel retained by any Major Shareholder who holds Registrable Securities solely for the purpose of rendering a legal opinion on behalf of such Major Shareholder in connection with an Underwritten Offering or any offering where the underwriter(s) or broker dealer(s) request an opinion covering such Major Shareholder, up to an aggregate amount in each instance of $25,000 for the reasonable fees and disbursement of each such additional counsel. In addition, the Company shall be responsible for all of its own expenses incurred on its behalf in connection with the preparation of this Agreement (including expenses payable to third parties and including all salaries and expenses of their officers and employees performing legal or accounting duties and fees of counsel to the Company), and each Holder shall be responsible for all of its own expenses incurred on its behalf in connection with the preparation of this Agreement (including fees of counsel to such Holder).

6. **Indemnification**.

(a) The Company shall indemnify and hold harmless each Holder, its Affiliates and each of their respective officers, employees and directors and any agent or representative thereof (collectively, "**Holder Indemnified Persons**"), to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, joint or several, costs (including reasonable costs of preparation and reasonable attorneys' fees) and expenses, judgments, fines, penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Holder Indemnified Person may be involved, or is threatened to be involved, as a party or otherwise, under the Securities Act or otherwise (collectively, "**Losses**"), as incurred, arising out of or relating to any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which any Registrable Securities were registered, in any preliminary prospectus (if the Company authorized the use of such preliminary prospectus prior to the Effective Date), or in any summary or final prospectus or free writing prospectus (if such free writing prospectus was authorized for use by the Company) or in any amendment or supplement thereto (if used during the period the Company is required to keep the Registration Statement current), or arising out of, based upon or resulting from the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances in which they were made, not misleading; provided, however, that the Company shall not be liable to any Holder Indemnified Person to the extent that any such claim arises out of, is based upon or results from an untrue or alleged untrue statement or omission or alleged omission made in such Registration Statement, such preliminary, summary or final prospectus or free writing prospectus or such amendment or supplement, in reliance upon and in conformity with written information furnished to the Company by or on behalf of such Holder Indemnified Person specifically for use in the preparation thereof. The Company shall notify the Holders promptly of the institution, threat or assertion of any Proceeding of which the Company is aware in connection with the transactions contemplated by this Agreement. This indemnity shall be in addition to any liability the Company may otherwise have and shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder Indemnified Person or any indemnified party and shall survive the transfer of such securities by such Holder. In connection with an underwritten offering, the Company will indemnify such underwriters, their officers and directors and each Person who controls such underwriters (within the meaning of the Securities Act) in such form as shall be reasonably acceptable to such underwriters. Notwithstanding anything to the contrary herein, the indemnification and contribution by any such party provided for under this Agreement shall be in addition to any other rights to indemnification or contribution which any indemnified party may have pursuant to law or contract and will remain in full force and effect regardless of any investigation made or omitted by or on behalf of the indemnified party or any officer, director, employee, agent, each Person who participates as an underwriter in the offering or sale of securities or controlling Person of such indemnified party, and this Section 6 shall survive any termination or expiration of this Agreement indefinitely.

(b) In connection with any Registration Statement in which a Holder participates, such Holder shall, severally and not jointly, indemnify and hold harmless the Company, its Affiliates and each of their respective officers, employees directors and any agent or representative thereof, to the fullest extent permitted by applicable law, from and against any and all Losses as incurred, arising out of or relating to any untrue or alleged untrue statement of a material fact contained in any such Registration Statement, in any preliminary prospectus (if used prior to the Effective Date of such Registration Statement), or in any summary or final prospectus or free writing prospectus or in any amendment or supplement thereto (if used during the period the Company is required to keep the Registration Statement current), or arising out of, based upon or resulting from the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances in which they were made, not misleading, but only to the extent that the same are made in reliance and in conformity with information relating to the Holder furnished in writing to the Company by such Holder for use therein. This indemnity shall be in addition to any liability such Holder may otherwise have and shall remain in full force and effect regardless of any investigation made by or on behalf of the Company or any indemnified party. In no event shall the liability of any selling Holder under such indemnification obligation be greater in amount than the dollar amount of the proceeds received by such Holder from the sale of the Registrable Securities giving rise to such indemnification obligation.

(c) Any Person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent will not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel (in addition to any local counsel) for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party there may be one or more legal or equitable defenses available to such indemnified party that are in addition to or may conflict with those available to another indemnified party with respect to such claim. Failure to give prompt written notice shall not release the indemnifying party from its obligations hereunder.

(d) If the indemnification provided for in this Section 6 is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any Losses referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall to the extent permitted by applicable law contribute to the amount paid or payable by such indemnified party as a result of such Losses in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and of the indemnified party, on the other, in connection with the untrue or alleged untrue statement of a material fact or the omission to state a material fact that resulted in such Losses, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided that in no event shall any contribution by a Holder hereunder exceed the net proceeds from the offering received by such Holder. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of fraudulent misrepresentation.

7. **Facilitation of Sales Pursuant to Rule 144**. At all times after the Company has filed a Registration Statement with the Commission pursuant to the requirements of either the Securities Act or the Exchange Act, the Company shall use it reasonable best efforts to (i) timely file the reports required to be filed by it under the Exchange Act or the Securities Act (including the reports under Sections 13 and 15(d) of the Exchange Act referred to in subparagraph (c)(1) of Rule 144) to the extent required from time to time to enable Holders to sell Registrable Securities without registration under the Securities Act pursuant to Rule 144, (ii) cooperate with the Holders to cause the transfer agent to remove any restrictive legend on certificates evidencing Registrable Securities in connection with any proposed sale pursuant to Rule 144, and (iii) cooperate with any Holder and take such further actions as any Holder may reasonably request, all to the extent required from time to time to enable the Holders to sell Registrable Securities without registration under the Securities Act within the limitations of the exemption provided by Rule 144. In furtherance of the foregoing, so long as any party hereto owns any Registrable Securities, the Company will furnish to such Person forthwith upon reasonable request a written statement by the Company as to its compliance with the reporting requirements of Rule 144 (at any time commencing ninety (90) days after the effective date of the first registration filed by the Company for an offering of the Company's securities to the general public), the Securities Act and the Exchange Act (at any time after it has become subject to the reporting requirements of the Exchange Act).

8. **Miscellaneous**.

(a) **Remedies**. In the event of actual or potential breach by the Company of any of its obligations under this Agreement, each Holder will be entitled to specific performance of its rights under this Agreement. The Company agrees that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

(b) **Discontinued Disposition**. Subject to the last sentence of Section 3(o), each Holder agrees that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in clauses (ii) through (v) of Section 3(e), such Holder will forthwith discontinue disposition of such Registrable Securities under the Registration Statement until such Holder's receipt of the copies of the supplemental Prospectus or amended Registration Statement as contemplated by Section 3(k) or until it is advised in writing by the Company that the use of the applicable Prospectus may be resumed (which shall be provided no later than one Business Day, following the conclusion of the event causing the Suspension Period), and, in either case, has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus or Registration Statement (a "**Suspension Period**"). Upon the occurrence of any such Suspension Period, the Company shall use its commercially reasonable efforts to cause the Registration Statement to become effective or to amend or supplement the registration statement on a post effective basis or to take such action as is necessary to make resumed use of the Registration Statement. In the event that the Company has given any such notice, the applicable time period during which a Registration Statement is to remain effective shall be extended by the number of days during the period from and including the date of the giving of such notice pursuant to this Section 8(b) to and including the date of receipt by the Holders of the notice that the Suspension Period has ended and when each Holder of Registrable Securities covered by such Registration Statement shall have received the copies of the supplemented or amended prospectus contemplated by Section 3(k). The Company may provide appropriate stop orders to enforce the provisions of this Section 8(b).

(c) **Amendments and Waivers**. No provision of this Agreement may be waived or amended except in a written instrument signed by the Company and Holders that hold a majority of the Registrable Securities as of the date of such waiver or amendment; provided, that any waiver or amendment that would have a disproportionate adverse effect on a Holder relative to the other Holders shall require the consent of such Holder, except as provided in Section 4. The Company shall provide prior notice to all Holders of any proposed waiver or amendment. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any Party to exercise any right hereunder in any manner impair the exercise of any such right. To the extent the Company is unable to comply with any covenant hereunder due to the inaction, non-response, delay, or non-compliance of any Holder, then, for all purposes under this Agreement with respect to each such Holder, the Company shall not be deemed to be in breach, non-compliance or contravention of such covenant; *provided* the Company shall use commercially reasonable efforts to perform its obligations under this Agreement with respect to all other Holders.

(d) **Notices**. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile or electronic mail as specified in this Section 8(d) prior to 5:00 p.m. Central Time on a Business Day, (ii) the Business Day after the date of transmission, if such notice or communication is delivered via facsimile or electronic mail as specified in this Agreement later than 5:00 p.m. Central Time on any date and earlier than 11:59 p.m. Central Time on such date, (iii) the Business Day following the date of mailing, if sent by nationally recognized overnight courier service (iv) upon actual receipt by the Party to whom such notice is required to be given. The address for such notices and communications shall be as follows:

If to the Company:

Aris Water Solutions, Inc.
Attention: Brenda R. Schroer
9811 Katy Freeway, Suite 700
Houston, Texas 77024
Electronic mail: brenda.schroer@solariswater.com

With copy to:	Gibson, Dunn & Crutcher LLP Attention: Hillary H. Holmes 811 Main Street Suite 3000 Houston, Texas 77002 Electronic mail: hholmes@gibsondunn.com
If to any Person who is then the registered Holder:	To the address of such Holder as it appears on the signature page hereto or such other address as may be designated in writing by such Holder.

(e) **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns. Except as provided in this Section 8(e), this Agreement, and any rights or obligations hereunder, may not be assigned without the prior written consent of the Company (acting through the Board of Directors) and the Holders. Notwithstanding anything in the foregoing to the contrary, the rights of a Holder pursuant to this Agreement with respect to all or any portion of its Registrable Securities may be assigned without such consent (but only with all related obligations) with respect to such Registrable Securities (and any Registrable Securities issued as a dividend or other distribution with respect to, in exchange for or in replacement of such Registrable Securities) by such Holder to a transferee of such Registrable Securities; provided (i) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee or assignee and the Registrable Securities with respect to which such registration rights are being assigned and (ii) such transferee or assignee agrees in writing to be bound by and subject to the terms set forth in this Agreement. The Company may not assign its rights or obligations hereunder without the prior written consent of the Holders.

(f) **No Third Party Beneficiaries**. Nothing in this Agreement, whether express or implied, shall be construed to give any Person, other than the parties hereto or their respective successors and permitted assigns, any legal or equitable right, remedy, claim or benefit under or in respect of this Agreement.

(g) **Execution and Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile or electronic mail transmission, such signature shall create a valid binding obligation of the Party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such signature delivered by facsimile or electronic mail transmission were the original thereof.

(h) **Governing Law; Consent to Jurisdiction; Waiver of Jury Trial** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York. Each of the Parties irrevocably submits to the exclusive jurisdiction of the courts of the State of New York located in in the Borough of Manhattan in the City of New York and the United States District Court for the Southern District of New York for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each Party anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the Parties irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. **EACH OF THE PARTIES HEREBY WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.**

(i) **Cumulative Remedies**. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or contract.

(j) **Severability**. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties shall use their reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the Parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(k) **Adjustments Affecting-Registrable Securities**. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all securities of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for or in substitution of, the Registrable Securities, and shall be appropriately adjusted for combinations, splits, recapitalizations or similar transactions occurring after the date of this Agreement.

(l) **Independent Nature of Each Holder's Obligations**. The obligations of each holder of Registrable Securities under this Agreement are several and not joint, and no holder of Registrable Securities shall be responsible in any way for the performance of the obligations of any other holder of Registrable Securities under this Agreement. Nothing contained herein, and no action taken by any holder of Registrable Securities pursuant hereto, shall be deemed to constitute such Holder as a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the holders of Registrable Securities are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement.

(m) **Entire Agreement**. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior contracts or agreements with respect to the subject matter hereof and the matters addressed or governed hereby, whether oral or written.

(n) **Termination**. Except for Section 6, this Agreement shall terminate as to any Holder, when all Registrable Securities held by such Holder no longer constitute Registrable Securities.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ARIS WATER SOLUTIONS, INC.

By: _____
Name:
Title:

SOLARIS MIDSTREAM HOLDINGS, LLC

By: _____
Name:
Title:

HOLDERS:

[•]

Signature Page to Registration Rights Agreement

Exhibit 5.1

GIBSON DUNN

Gibson, Dunn & Crutcher LLP
811 Main Street
Houston, TX 77002-6117
Tel 346.718.6600
www.gibsondunn.com

October 7, 2021

Aris Water Solutions, Inc.
9811 Katy Freeway, Suite 700
Houston, Texas 77024

Re: Aris Water Solutions, Inc.
Registration Statement on Form S-1 (File No. 333-259740)

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-1, File No. 333-259740, as amended (the "Registration Statement"), of Aris Water Solutions, Inc., a Delaware corporation (the "Company"), filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), in connection with the offering by the Company of up to shares of the Company's Class A common stock, par value $0.01 per share (the "Shares").

In arriving at the opinion expressed below, we have examined originals, or copies certified or otherwise identified to our satisfaction as being true and complete copies of such documents, corporate records, certificates of officers of the Company and of public officials and other instruments as we have deemed necessary or advisable to enable us to render the opinions set forth below. In our examination, we have assumed without independent investigation the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies.

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that the Shares, when issued against payment therefor as set forth in the Registration Statement, will be validly issued, fully paid and non-assessable.

We consent to the filing of this opinion as an exhibit to the Registration Statement, and we further consent to the use of our name under the caption "Legal Matters" in the Registration Statement and the prospectus that forms a part thereof. In giving these consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission.

Very truly yours,

Exhibit 10.1

FOURTH AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

SOLARIS MIDSTREAM HOLDINGS, LLC

DATED AS OF [●], 2021

THE LIMITED LIABILITY COMPANY INTERESTS IN SOLARIS MIDSTREAM HOLDINGS, LLC HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, THE SECURITIES LAWS OF ANY STATE, OR ANY OTHER APPLICABLE SECURITIES LAWS, AND HAVE BEEN OR ARE BEING ISSUED IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. SUCH INTERESTS MUST BE ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH (I) THE SECURITIES ACT, ANY APPLICABLE SECURITIES LAWS OF ANY STATE AND ANY OTHER APPLICABLE SECURITIES LAWS; (II) THE TERMS AND CONDITIONS OF THIS FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT; AND (III) ANY OTHER TERMS AND CONDITIONS AGREED TO IN WRITING BETWEEN THE MANAGING MEMBER AND THE APPLICABLE MEMBER. THE LIMITED LIABILITY COMPANY INTERESTS MAY NOT BE TRANSFERRED OF RECORD EXCEPT IN COMPLIANCE WITH SUCH LAWS, THIS FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, AND ANY OTHER TERMS AND CONDITIONS AGREED TO IN WRITING BY THE MANAGING MEMBER AND THE APPLICABLE MEMBER. THEREFORE, PURCHASERS AND OTHER TRANSFEREES OF SUCH LIMITED LIABILITY COMPANY INTERESTS WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT OR ACQUISITION FOR AN INDEFINITE PERIOD OF TIME.

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FOURTH AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

SOLARIS MIDSTREAM HOLDINGS, LLC

This FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (as amended, supplemented or restated from time to time, this "**Agreement**") is entered into as of [●], 2021, by and among Solaris Midstream Holdings, LLC, a Delaware limited liability company (the "**Company**"), Aris Water Solutions, Inc. ("**PubCo**"), and each other Person who is or at any time becomes a Member in accordance with the terms of this Agreement and the Act. Capitalized terms used herein and not otherwise defined have the respective meanings set forth in Section 1.1.

RECITALS

WHEREAS, the Company was formed pursuant to a Certificate of Formation filed in the office of the Secretary of State of the State of Delaware on November 19, 2015;

WHEREAS, prior to the Effective Time, the Company was governed by that certain Third Amended and Restated Limited Liability Company Agreement, dated as of June 11, 2020 (as amended, supplemented or modified prior to the Effective Time, the "**Existing LLC Agreement**");

WHEREAS, the Members of the Company consist of those Persons listed onExhibit A as of the date hereof;

WHEREAS, pursuant to Article III of this Agreement, the Company shall be recapitalized;

WHEREAS, it is contemplated that PubCo will, subject to the approval of its board of directors, issue [●] shares of Class A Common Stock to the public for cash in the initial underwritten public offering of shares of its stock (the "**IPO**");

WHEREAS, if the IPO is consummated, PubCo will contribute all of the net proceeds received by it from the IPO and [●] shares of its Class B Common Stock to the Company in exchange for a number of Units equal to the number of shares of Class A Common Stock issued in the IPO;

WHEREAS, each Unit (other than any Unit held by PubCo and its wholly owned Subsidiaries) may be redeemed, at the election of the holder of such Unit (together with the surrender and delivery by such holder of one share of Class B Common Stock), for one share of Class A Common Stock in accordance with the terms and conditions of this Agreement;

WHEREAS, the Members of the Company desire that PubCo become the sole managing Member of the Company (in its capacity as managing Member as well as in any other capacity, the "**Managing Member**");

WHEREAS, the Members of the Company desire to amend and restate the Existing LLC Agreement and adopt this Agreement; and

WHEREAS, this Agreement shall supersede the Existing LLC Agreement in its entirety as of the date hereof.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 **Definitions**. As used in this Agreement and the Schedules and Exhibits attached to this Agreement, the following definitions shall apply:

"**Act**" means the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time (or any corresponding provisions of succeeding law).

"**Action**" means any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Entity.

"**Adjusted Basis**" has the meaning given such term in Section 1011 of the Code.

"**Adjusted Capital Account Deficit**" means the deficit balance, if any, in such Member's Capital Account at the end of any Fiscal Year or other taxable period, with the following adjustments:

(a) credit to such Capital Account any amount that such Member is obligated to restore under Treasury Regulations Section 1.704-1(b)(2)(ii)(c), as well as any addition thereto pursuant to the next to last sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5) after taking into account thereunder any changes during such year in Company Minimum Gain and Member Minimum Gain; and

(b) debit to such Capital Account the items described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

This definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person. For these purposes, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; *provided* that, for purposes of this Agreement, (a) no Member shall be deemed an Affiliate of the Company or any of its Subsidiaries and (b) none of the Company or any of its Subsidiaries shall be deemed an Affiliate of any Member.

"**Agreement**" is defined in the preamble to this Agreement.

"**beneficially own**" and "**beneficial owner**" shall be as defined in Rule 13d-3 of the rules promulgated under the Exchange Act.

"**Black-Out Period**" means any "black-out" or similar period under the Company's policies covering trading in the Company's securities to which the applicable Redeeming Member is subject (or will be subject at such time as it owns Class A Common Stock), which period restricts the ability of such Redeeming Member to immediately resell shares of Class A Common Stock to be delivered to such Redeeming Member in connection with a settlement of shares in Class A Common Stock under this Agreement pursuant to a Redemption.

"**Business Day**" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in the City of New York.

"**Business Opportunities Exempt Party**" is defined in Section 8.4.

"**Call Election Notice**" is defined in Section 4.6(f)(ii).

"**Call Right**" has the meaning set forth in Section 4.6(f)(i).

"**Capital Account**" means, with respect to any Member, the Capital Account maintained for such Member in accordance with Section 4.4.

"**Capital Contribution**" means, with respect to any Member, the amount of cash and the initial Gross Asset Value of any property (other than cash) contributed to the Company by such Member. Any reference to the Capital Contribution of a Member will include any Capital Contributions made by a predecessor holder of such Member's Units to the extent that such Capital Contribution was made in respect of Units Transferred to such Member.

"**Cash Election**" is defined in Section 4.6(a)(iii) and shall also include PubCo's election to purchase Units for cash pursuant to an exercise of its Call Right set forth in Section 4.6(g).

"**Cash Election Amount**" means with respect to a particular Redemption for which a Cash Election has been made, (i) if the Class A Common Stock trades on a securities exchange or automated or electronic quotation system, an amount of cash equal to the product of (A) the number of shares of Class A Common Stock that would have been received in such Redemption if a Cash Election had not been made and (B) the average of the volume-weighted closing price for a share of Class A Common Stock on the principal U.S. securities exchange or automated or electronic quotation system on which the Class A Common Stock trades, as reported by Bloomberg, L.P., or its successor, for each of the ten (10) consecutive full Trading Days ending on and including the last full Trading Day immediately prior to the Redemption Notice Date, subject to appropriate and equitable adjustment for any stock splits, reverse splits, stock dividends or similar events affecting the Class A Common Stock; and (ii) if the Class A Common Stock no longer trades on a securities exchange or automated or electronic quotation system, an amount of cash equal to the product of (A) the number of shares of Class A Common Stock that would have been received in such Redemption if a Cash Election had not been made and (B) the fair market value of one share of Class A Common Stock, as determined by the Managing Member in good faith (through its board of directors by a majority of its independent directors (within the meaning of the rules of the New York Stock Exchange)), that would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller, with neither party having any compulsion to buy or sell, and without regard to the particular circumstances of the buyer or seller.

"**Cash Election Retraction Notice**" is defined in Section 4.6(a)(3).

"**Change of Control Redemption Date**" is defined in Section 4.6(g).

"**Chief Executive Officer**" is defined in Section 7.2(b).

"**Class A Common Stock**" means, as applicable, (a) the Class A Common Stock, par value $0.01 per share, of PubCo or (b) following any consolidation, merger, reclassification or other similar event involving PubCo, any shares or other securities of PubCo or any other Person or cash or other property that become payable in consideration for the Class A Common Stock or into which the Class A Common Stock is exchanged or converted as a result of such consolidation, merger, reclassification or other similar event.

"**Class B Common Stock**" means, as applicable, (a) the Class B Common Stock, par value $0.01 per share, of PubCo or (b) following any consolidation, merger, reclassification or other similar event involving PubCo, any shares or other securities of PubCo or any other Person or cash or other property that become payable in consideration for the Class B Common Stock or into which the Class B Common Stock is exchanged or converted as a result of such consolidation, merger, reclassification or other similar event.

"**Code**" means the United States Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

"**Commission**" means the U.S. Securities and Exchange Commission, including any governmental body or agency succeeding to the functions thereof.

"**Company**" is defined in the preamble to this Agreement.

"**Company Minimum Gain**" has the meaning of "partnership minimum gain" set forth in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d). It is further understood that Company Minimum Gain shall be determined in a manner consistent with the rules of Treasury Regulations Section 1.704-2(b)(2), including the requirement that if the adjusted Gross Asset Value of property subject to one or more Nonrecourse Liabilities differs from its adjusted tax basis, Company Minimum Gain shall be determined with reference to such Gross Asset Value.

"**Company Representative**" has the meaning assigned to the term "partnership representative" in Section 6223 of the Code and any Treasury Regulations or other administrative or judicial pronouncements promulgated thereunder.

"**Contract**" means any written agreement, contract, lease, sublease, license, sublicense, obligation, promise or undertaking.

"**control**" (including the terms "controlled by" and "under common control with"), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract, credit arrangement or otherwise.

"**Covered Person**" is defined in Section 7.4.

"**Credit Agreement**" means that certain Second Amended and Restated Credit Agreement, dated as of April 1, 2021, among the Company, the lenders party thereto and Wells Fargo Bank, National Association, as administrative agent and lead arranger, including all exhibits, schedules and attachments thereto as the same may be amended, restated, supplemented or otherwise modified from time to time and including any one or more refinancings or replacements thereof, in whole or in part, with any other debt facility or debt obligation.

"**Debt Securities**" means, with respect to PubCo, any and all debt instruments or debt securities that are not convertible or exchangeable into Equity Securities of PubCo.

"**Depreciation**" means, for each Fiscal Year or other taxable period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year or other taxable period, except that (a) with respect to any such property the Gross Asset Value of which differs from its Adjusted Basis for U.S. federal income tax purposes and which difference is being eliminated by use of the "remedial method" pursuant to Treasury Regulations Section 1.704-3(d), Depreciation for such Fiscal Year or other taxable period shall be the amount of book basis recovered for such Fiscal Year or other taxable period under the rules prescribed by Treasury Regulations Section 1.704-3(d)(2), and (b) with respect to any other such property the Gross Asset Value of which differs from its Adjusted Basis for U.S. federal income tax purposes at the beginning of such Fiscal Year or other taxable period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year or other taxable period bears to such beginning Adjusted Basis; *provided*, *however*, that if the Adjusted Basis for U.S. federal income tax purposes of an asset at the beginning of such Fiscal Year or other taxable period is zero, Depreciation with respect to such asset shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Managing Member.

"**DGCL**" means the General Corporation Law of the State of Delaware, as amended from time to time (or any corresponding provisions of succeeding law).

"**Discount**" has the meaning set forth in Section 7.9.

"**Effective Time**" means 12:01 a.m. Central Daylight Time on the date of the initial closing of the IPO.

"**Equity Securities**" means (a) with respect to a partnership, limited liability company or similar Person, any and all units, interests, rights to purchase, warrants, options or other equivalents of, or other ownership interests in, any such Person as well as debt or equity instruments convertible, exchangeable or exercisable into any such units, interests, rights or other ownership interests and (b) with respect to a corporation, any and all shares, interests, participation or other equivalents (however designated) of corporate stock, including all common stock and preferred stock, or warrants, options or other rights to acquire any of the foregoing, including any debt instrument convertible or exchangeable into any of the foregoing.

"**ERISA**" means the Employee Retirement Security Act of 1974, as amended.

"**Exchange Act**" means the Securities Exchange Act of 1934, and the rules and regulations promulgated thereunder, as the same may be amended from time to time (or any corresponding provisions of succeeding law).

"**Existing LLC Agreement**" is defined in the recitals to this Agreement.

"**Fair Market Value**" means the fair market value of any property as determined in good faith by the Managing Member after taking into account such factors as the Managing Member in its good faith judgment shall deem appropriate, including the amount which the Company would receive in an all-cash sale of such asset in an arms-length transaction with a willing unaffiliated third party, with neither party having any compulsion to buy or sell, consummated on the day immediately preceding the date on which the event occurred which necessitated the determination of the Fair Market Value (and after giving effect to any transfer taxes payable in connection with such sale).

"**Federal Bankruptcy Code**" means Title 11 of the United States Code, as amended from time to time, and all rules and regulations promulgated thereunder.

"**Firm B Shares**" is defined in Section 3.1(b).

"**Fiscal Year**" means the fiscal year of the Company, which shall end on December 31 of each calendar year unless, for U.S. federal income tax purposes, another fiscal year is required. The Company shall have the same fiscal year for U.S. federal income tax purposes and for accounting purposes.

"**GAAP**" means U.S. generally acceptable accounting principles at the time.

"**Good Faith**" means a Person having acted in good faith and in a manner such Person reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to a criminal proceeding, having had no reasonable cause to believe such Person's conduct was unlawful.

"**Governmental Entity**" means any federal, national, supranational, state, provincial, local, foreign or other government, governmental, stock exchange, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

"**Gross Asset Value**" means, with respect to any asset, the asset's Adjusted Basis for U.S. federal income tax purposes, except as follows:

(a) the initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross Fair Market Value of such asset as of the date of such contribution;

(b) the Gross Asset Values of all Company assets shall be adjusted to equal their respective gross Fair Market Values as of the following times: (i) the acquisition of an interest (or additional interest) in the Company by any new or existing Member in exchange for more than a *de minimis* Capital Contribution to the Company or in exchange for the performance of more than a *de minimis* amount of services to or for the benefit of the Company; (ii) the distribution by the Company to a Member of more than a *de minimis* amount of Company assets as consideration for an interest in the Company; (iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(*g*)(1), (iv) the acquisition of an interest in the Company by any new or existing Member upon the exercise of a noncompensatory option in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(*s*); or (v) any other event to the extent determined by the Managing Member to be permitted and necessary or appropriate to properly reflect Gross Asset Values in accordance with the standards set forth in Treasury Regulations Section 1.704-1(b)(2)(iv)(*q*); *provided*, *however*, that adjustments pursuant to clauses (i), (ii) and (iv) above shall be made only if the Managing Member reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company. If any noncompensatory options are outstanding upon the occurrence of an event described in this paragraph (b)(i) through (b)(v), the Company shall adjust the Gross Asset Values of its properties in accordance with Treasury Regulations Sections 1.704-1(b)(2)(iv)*(f)*(1) and 1.704-1(b)(2)(iv)*(h)*(2);

(c) the Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross Fair Market Value of such asset on the date of such distribution;

(d) the Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the Adjusted Basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(*m*) and subsection (f) in the definition of "Profits" or "Losses" below or Section 5.2(h); *provided*, *however*, that the Gross Asset Value of a Company asset shall not be adjusted pursuant to this subsection to the extent the Managing Member determines that an adjustment pursuant to subsection (b) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subsection (d); and

(e) if the Gross Asset Value of a Company asset has been determined or adjusted pursuant to subsections (a), (b) or (d) of this definition of Gross Asset Value, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits, Losses and other items allocated pursuant to Article V.

"**Indebtedness**" means (a) all indebtedness for borrowed money (including capitalized lease obligations, sale-leaseback transactions or other similar transactions, however evidenced), (b) any other indebtedness that is evidenced by a note, bond, debenture, draft or similar instrument, (c) notes payable and (d) lines of credit and any other agreements relating to the borrowing of money or extension of credit.

"**Investment Company Act**" is defined in Section 8.1(b).

"**Interest**" means the entire interest of a Member in the Company, including the Units and all of such Member's rights, powers and privileges under this Agreement and the Act.

"**IPO**" is defined in the recitals to this Agreement.

"**Law**" means any federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law).

"**Legal Action**" is defined in Section 12.7.

"**Liability**" means any liability or obligation, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated and whether due or to become due, regardless of when asserted.

"**Liquidating Event**" is defined in Section 11.1.

"**Major Member**" means any Member (together with its Affiliates) who owns, immediately after the consummation of the Company's initial public offering, 5% or more of the outstanding shares of Class A Common Stock of PubCo (on a fully-diluted basis and assuming the conversion of all Units held by such Member into Class A Common Stock on a one-for-one basis).

"**Managing Member**" is defined in the recitals to this Agreement.

"**Member**" means any Person that executes this Agreement as a Member, and any other Person admitted to the Company as an additional or substituted Member, that has not made a disposition of such Person's entire Interest.

"**Member Minimum Gain**" has the meaning ascribed to "partner nonrecourse debt minimum gain" set forth in Treasury Regulations Section 1.704-2(i). It is further understood that the determination of Member Minimum Gain and the net increase or decrease in Member Minimum Gain shall be made in the same manner as required for such determination of Company Minimum Gain under Treasury Regulations Sections 1.704-2(d) and 1.704-2(g)(3).

"**Member Nonrecourse Debt**" has the meaning of "partner nonrecourse debt" set forth in Treasury Regulations Section 1.704-2(b)(4).

"**Member Nonrecourse Deductions**" has the meaning of "partner nonrecourse deductions" set forth in Treasury Regulations Sections 1.704-2(i)(1) and 1.704-2(i)(2).

"**Minority Member Redemption Date**" is defined in Section 4.6(h).

"**Minority Member Redemption Notice**" is defined in Section 4.6(h).

"**National Securities Exchange**" means an exchange registered with the Commission under the Exchange Act.

"**Nonrecourse Deductions**" has the meaning assigned that term in Treasury Regulations Section 1.704-2(b).

"**Nonrecourse Liability**" is defined in Treasury Regulations Section 1.704-2(b)(3).

"**Officer**" means each Person appointed as an officer of the Company pursuant to and in accordance with the provisions of Section 7.2.

"Option" means the option to purchase an additional [●] shares of Class A Common Stock granted by each of the Members to the underwriters for the IPO as described in PubCo's registration statement on Form S-1 (Registration No. 333-259740), initially filed with the Commission on September 23, 2021.

"**Option B Shares**" is defined in Section 3.1(b).

"**Permitted Transferee**" means, with respect to any Member, (a) any Affiliate of such Member; (b) any partner, shareholder or member of such Member, (c) any successor entity of such Member; (d) a trust established by or for the benefit of a Member of which only such Member and his or her immediate family members are beneficiaries; (e) any Person established for the benefit of, and beneficially owned solely by, an entity Member or the sole individual direct or indirect owner of an entity Member; and (f) upon an individual Member's death, an executor, administrator or beneficiary of the estate of the deceased Member.

"**Person**" means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Exchange Act.

"**Plan Asset Regulations**" means the regulations issued by the U.S. Department of Labor at Section 2510.3-101 of Part 2510 of Chapter XXV, Title 29 of the Code of Federal Regulations, or any successor regulations as the same may be amended from time to time.

"**Prime Rate**" means, on any date of determination, a rate per annum equal to the rate of interest most recently published by The Wall Street Journal as the "prime rate" at large U.S. money center banks.

"**Proceeding**" is defined in Section 7.4.

"**Profits**" or "**Losses**" means, for each Fiscal Year or other taxable period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

(a) any income or gain of the Company that is exempt from U.S. federal income tax and not otherwise taken into account in computing Profits or Losses shall be added to such taxable income or loss;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses, shall be subtracted from such taxable income or loss;

(c) in the event the Gross Asset Value of any Company asset is adjusted pursuant to subsection (b) or (c) of the definition of Gross Asset Value above, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the Company asset) or an item of loss (if the adjustment decreases the Gross Asset Value of the Company asset) from the disposition of such asset and shall, except to the extent allocated pursuant to Section 5.2, be taken into account for purposes of computing Profits or Losses;

(d) gain or loss resulting from any disposition of Company assets with respect to which gain or loss is recognized for U.S. federal income tax purposes shall be computed with reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(e) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation;

(f) to the extent an adjustment to the adjusted tax basis of any asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Account balances as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or an item of loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses; and

(g) any items of income, gain, loss or deduction which are specifically allocated pursuant to the provisions of Section 5.2 shall not be taken into account in computing Profits or Losses for any taxable year, but such items available to be specially allocated pursuant to Section 5.2 will be determined by applying rules analogous to those set forth in subparagraphs (a) through (f) above.

"**Property**" means all real and personal property owned by the Company from time to time, including both tangible and intangible property.

"**PubCo**" is defined in the recitals to this Agreement.

"**PubCo Change of Control**" means the occurrence of any of the following events or series of events after the Effective Time:

(a) any Person (excluding any Qualifying Owner or any group of Qualifying Owners acting together which would constitute a "group" for purposes of Section 13(d) of the Exchange Act, and excluding a corporation or other entity owned, directly or indirectly, by the stockholders of PubCo in substantially the same proportions as their ownership of stock of the PubCo) is or becomes the beneficial owner, directly or indirectly, of securities of PubCo representing more than 50% of the combined voting power of PubCo's then outstanding voting securities; or

(b) there is consummated a merger or consolidation of PubCo with any other corporation or other entity, and, immediately after the consummation of such merger or consolidation, the voting securities of PubCo immediately prior to such merger or consolidation do not continue to represent or are not converted into more than 50% of the combined voting power of the then-outstanding voting securities of the Person resulting from such merger or consolidation or, if the surviving company is a Subsidiary, the ultimate parent thereof; or

(c) [the stockholders of PubCo approve a plan of complete liquidation or dissolution of PubCo or there is consummated an agreement or series of related agreements for the sale or other disposition, directly or indirectly, by PubCo of all or substantially all of PubCo's assets, other than such sale or other disposition by PubCo of all or substantially all of PubCo's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned by stockholders of PubCo in substantially the same proportions as their ownership of PubCo immediately prior to such sale.]

Notwithstanding the foregoing, except with respect to clause (b)(i) above, a "PubCo Change of Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the shares of PubCo immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in, and own substantially all of the shares of, an entity which owns, either directly or through a Subsidiary, all or substantially all of the assets of PubCo immediately following such transaction or series of transactions.

"**PubCo Common Stock**" means all classes and series of common stock of PubCo, including the Class A Common Stock and the Class B Common Stock.

"**Qualifying Owners**" means (i) William A. Zartler, or any company of which he is the manager, managing member or otherwise controls, including, but not limited to, Solaris Midstream Investment, LLC, (ii) any wife, lineal descendant, legal guardian or other legal representative or estate of the principal member named in clause (i) above; (iii) any trust of which at least one of the trustees is a person described in clause (i) or (ii) above, (iv) COG Operating LLC and any affiliates of ConocoPhillips, (v) TCP Solaris SPV LLC and any affiliated funds or investment vehicles directly or indirectly managed by Trilantic Capital Management L.P., (vi) Yorktown Energy Partners XI, L.P. and any affiliated funds or investment vehicles managed by Yorktown Partners LLC, (vii) HBC Water Resources LP, HBC Water Resources II LP and any affiliated funds or investment vehicles managed by [HBC Investments LLC], (viii) any affiliated funds or investment vehicles managed by any of the persons described in clauses (iv), (v), (vi) or (vii) above, and (ix) any general partner, managing member, principal or managing director of any of the persons described in clauses (iv), (v), (vi) or (vii) above.

"**Reclassification Event**" means any of the following: (a) any reclassification or recapitalization of PubCo Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination or any transaction subject to Section 4.1(g)), (b) any merger, consolidation or other combination involving PubCo, or (c) any sale, conveyance, lease, or other disposal of all or substantially all the properties and assets of PubCo to any other Person, in each of clauses (a), (b) or (c), as a result of which holders of PubCo Common Stock shall be entitled to receive cash, securities or other property for their shares of PubCo Common Stock.

"**Redeeming Member**" is defined in Section 4.6(a)(i).

"**Redemption**" has the meaning set forth in Section 4.6(a)(i).

"**Redemption Date**" means (a) the later of (i) the date that is five Business Days after the Redemption Notice Date and (ii) if the Company or PubCo has made a valid Cash Election with respect to the relevant Redemption, the first Business Day on which the Company or PubCo has available funds to pay the Cash Election Amount, which in no event shall be more than ten Business Days after the Redemption Notice Date (unless and to the extent that the Managing Member in its sole discretion agrees in writing to waive such time periods), or (b) such later date (i) specified in the Redemption Notice or (ii) on which a contingency described in Section 4.6(a)(ii)(C) that is specified in the Redemption Notice is satisfied.

"**Redemption Limits**" is defined in Section 4.6(j).

"**Redemption Notice**" is defined in Section 4.6(a)(ii).

"**Redemption Notice Date**" is defined in Section 4.6(a)(ii).

"**Registration Rights Agreement**" means the Registration Rights Agreement, by and among PubCo and the Members, to be entered into concurrently with the closing of the IPO.

"**Regulatory Allocations**" is defined in Section 5.2(i).

"**Retraction Notice**" is defined in Section 4.6(b)(i).

"**Securities Act**" means the Securities Act of 1933, and the rules and regulations promulgated thereunder, as the same may be amended from time to time (or any corresponding provisions of succeeding law).

"**Subsidiary**" means, with respect to any specified Person, any other Person with respect to which such specified Person (a) has, directly or indirectly, the power, through the ownership of securities or otherwise, to elect a majority of directors or similar managing body or (b) beneficially owns, directly or indirectly, a majority of such Person's Equity Securities.

"**Tax Distributions**" means distributions required to be made pursuant to Section 6.2.

"**Tax Receivable Agreements**" means the Tax Receivable Agreement dated as of [●], 2021 by and among PubCo and the other parties thereto and any similar agreement entered into by PubCo after the date hereof.

"**Trading Day**" means a day on which the New York Stock Exchange or such other principal United States securities exchange on which the Class A Common Stock is listed or admitted to trading is open for the transaction of business (unless such trading shall have been suspended for the entire day).

"**Transfer**" means any transfer, sale, pledge or hypothecation or other disposition (whether directly or indirectly, whether with or without consideration and whether voluntarily or involuntarily or by operation of Law) (i) of any interest (legal or beneficial) in any Equity Securities of the Company, or (ii) of any equity or other interest (legal or beneficial) in any Member if the assets of such Member primarily consist of Units. The terms "Transferee," "Transferor," "Transferred," and other forms of the word "Transfer" shall have the correlative meanings.

"**Transfer Agent**" is defined in Section 4.6(a)(ii).

"**Treasury Regulations**" means pronouncements, as amended from time to time, or their successor pronouncements, which clarify, interpret and apply the provisions of the Code, and which are designated as "Treasury Regulations" by the United States Department of the Treasury.

"**Uniform Commercial Code**" means the Uniform Commercial Code or any successor provision thereof as the same may from time to time be in effect in the State of Delaware.

"**Units**" means the Units issued hereunder and shall also include any equity security of the Company issued in respect of or in exchange for Units, whether by way of dividend or other distribution, split, recapitalization, merger, rollup transaction, consolidation, conversion or reorganization.

"**Winding-Up Member**" is defined in Section 11.3(a).

Section 1.2 **Interpretive Provisions**. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in Section 1.1 are applicable to the singular as well as the plural forms of such terms;

(b) all accounting terms not otherwise defined herein have the meanings assigned under GAAP;

(c) all references to currency, monetary values and dollars set forth herein shall mean United States (U.S.) dollars and all payments hereunder shall be made in United States dollars;

(d) when a reference is made in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated;

(e) whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation";

(f) "or" is not exclusive;

(g) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms; and

(h) the words "hereof", "herein" and "hereunder" and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement.

ARTICLE II

ORGANIZATION OF THE LIMITED LIABILITY COMPANY

Section 2.1 **Formation**. The Company has been formed as a limited liability company subject to the provisions of the Act upon the terms, provisions and conditions set forth in this Agreement.

Section 2.2 **Filing**. The Company's Certificate of Formation has been filed with the Secretary of State of the State of Delaware in accordance with the Act. The Members shall execute such further documents (including amendments to such Certificate of Formation) and take such further action as is appropriate to comply with the requirements of Law for the formation or operation of a limited liability company in Delaware and in all states and counties where the Company may conduct its business.

Section 2.3 **Name**. The name of the Company is "SOLARIS MIDSTREAM HOLDINGS, LLC" and all business of the Company shall be conducted in such name or, in the discretion of the Managing Member, under any other name.

Section 2.4 **Registered Office; Registered Agent**. The registered office of the Company in the State of Delaware is the initial registered office designated in the Certificate of Formation or such other office (which need not be a place of business of the Company) as the Managing Member may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Delaware is the initial registered agent designated in the Certificate of Formation, or such other Person or Persons as the Managing Member may designate from time to time in the manner provided by law.

Section 2.5 **Principal Place of Business**. The principal place of business of the Company shall be located in such place as is determined by the Managing Member from time to time.

Section 2.6 **Purpose; Powers**. The nature of the business or purposes to be conducted or promoted by the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act. The Company shall have the power and authority to take any and all actions and engage in any and all activities necessary, appropriate, desirable, advisable, ancillary or incidental to the accomplishment of the foregoing purpose.

Section 2.7 **Term**. The term of the Company commenced on the date of filing of the Certificate of Formation of the Company with the office of the Secretary of State of the State of Delaware in accordance with the Act and shall continue indefinitely. The Company may be dissolved and its affairs wound up only in accordance with Article XI.

Section 2.8 **Intent**. It is the intent of the Members that the Company be operated in a manner consistent with its treatment as a "partnership" for U.S. federal and state income tax purposes. It is also the intent of the Members that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the Federal Bankruptcy Code. Neither the Company nor any Member shall take any action inconsistent with the express intent of the parties hereto as set forth in this Section 2.8.

ARTICLE III

CLOSING TRANSACTIONS

Section 3.1 **Recapitalization Transactions**.

(a) Effective immediately prior to the Effective Time, (i) the Existing LLC Agreement shall be amended and restated and this Agreement shall be adopted and (ii) all of the membership interests in the Company prior to the adoption of this Agreement shall be recapitalized to consist solely of a single class of Units with the rights and privileges as set forth in this Agreement. The number of Units owned by each Member (other than PubCo) shall be determined within 40 days following the initial closing of the IPO as set forth on Annex I hereto, which shall be effective as of the Effective Time.

(b) Immediately following the initial closing of the IPO, PubCo shall contribute to the Company all of the net proceeds received by PubCo in connection with such initial closing and [●] shares of Class B Common Stock in exchange for the issuance of [●] Units. The number of shares of Class B Common Stock so contributed shall consist of [●] shares of Class B Common Stock (the "**Firm B Shares**") and [●] shares of Class B Common Stock (the '**Option B Shares**").

(c) Pursuant to the terms of Annex I hereto and within 40 days following the initial closing of the IPO, the Company shall distribute to the applicable Members, (i) an aggregate amount of cash equal to [●] times the initial public offering price per share of Class A Common Stock after underwriting discounts and commissions and (ii) the Firm B Shares.

(d) Immediately following any closing of the issuance and sale of shares of Class A Common Stock pursuant to the Option, PubCo shall contribute all of the net proceeds received pursuant to such Option exercise to the Company in exchange for a number of Units equal to the number of shares of Class A Common Stock issued and sold pursuant to such Option exercise.

(e) Pursuant to the terms of Annex I hereto and within 40 days following any contribution described in Section 3.1(d) of this Agreement, the Company shall (i) distribute to the applicable Members all of the cash proceeds received pursuant to such contribution, (ii) redeem from such Members an aggregate number of Units equal to the number of shares of Class A Common Stock issued and sold pursuant to any related exercise of the Option and (iii) surrender to PubCo an aggregate number of Option B Shares equal to the number of shares of Class A Common Stock issued and sold pursuant to any related exercise of the Option.

(f) Promptly after the earlier of (x) the expiration of the Option and (y) 40 days following the exercise of the Option for the aggregate number of shares of Class A Common Stock initially subject to such Option, (i) the Company shall distribute to each of the Members (other than PubCo) in accordance with the number of Units owned by each Member, any Option B Shares, which will have been held by the Company for the benefit of such Members, not surrendered pursuant to Section 3.1(e) and (ii) PubCo shall take all actions necessary to cause the stock records of the Class B Common Stock to be held on the books and records of the Transfer Agent.

(g) The parties agree that for administrative convenience, in connection with the recapitalization of the Company in Section 3.1(a), the Members immediately prior to the Effective Time will receive a number of Units and the right to receive the distribution of cash and shares of Class B Common Stock set forth in Section 3.1(c) and Annex I hereto in lieu of receiving additional Units. For U.S. federal income (and applicable state and local) tax purposes, each Member, the Company and PubCo, each agrees to treat the recapitalization in Section 3.1(a), the contribution in Section 3.1(b) and the related distribution in Section 3.1(c), together as a sale of the foregone additional Units by the relevant Member to PubCo in exchange for cash and shares of Class B Common Stock. For U.S. federal income (and applicable state and local) tax purposes, each Member, the Company and PubCo, each further agrees to treat any contribution described in Section 3.1(d) and the related redemption of Units in Section 3.1(e) as a sale of the redeemed Units by the relevant Member to PubCo in exchange for cash.

ARTICLE IV

OWNERSHIP AND CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 4.1 **Authorized Units; General Provisions With Respect to Units**.

(a) Subject to the provisions of this Agreement, the Company shall be authorized to issue from time to time such number of Units and such other Equity Securities as the Managing Member shall determine in accordance with Section 4.3; solely to the extent they are in the aggregate substantially equivalent to a class of common stock of PubCo or class or series of preferred stock of PubCo, respectively; provided that, notwithstanding anything to the contrary in this Agreement, as long as there are any Members of the Company (other than PubCo), then no such new class or series of Units or Equity Securities may deprive such Members of, or dilute or reduce, the pro rata share of all Interests they would have received or to which they would have been entitled if such new class or series of Units or Equity Securities had not been created except to the extent (and solely to the extent) the Company actually receives cash in an aggregate amount, or other property with a Fair Market Value in an aggregate amount, equal to the pro rata share allocated to such new class or series of Units or Equity Securities and the number thereof issued by the Company. Each authorized Unit may be issued pursuant to such agreements as the Managing Member shall approve, including pursuant to options and warrants. The Company may reissue any Units that have been repurchased or acquired by the Company.

(b) Each outstanding Unit shall be identical (except as provided in Section 4.3).

(c) Initially, none of the Units will be represented by certificates. If the Managing Member determines that it is in the interest of the Company to issue certificates representing the Units, certificates will be issued and the Units will be represented by those certificates, and this Agreement shall be amended as necessary or desirable to reflect the issuance of certificated Units for purposes of the Uniform Commercial Code. Nothing contained in this Section 4.1(c) shall be deemed to authorize or permit any Member to Transfer its Units except as otherwise permitted under this Agreement.

(d) The total number of Units issued and outstanding and held by the Members is set forth on Exhibit A (as amended from time to time in accordance with the terms of this Agreement) as of the date set forth therein.

(e) If, at any time after the Effective Time, PubCo issues a share of its Class A Common Stock or any other Equity Security of PubCo (other than shares of Class B Common Stock), (i) the Company shall concurrently issue to PubCo one Unit (if PubCo issues a share of Class A Common Stock), or such other Equity Security of the Company (if PubCo issues Equity Securities other than Class A Common Stock) corresponding to the Equity Securities issued by PubCo, and with substantially the same rights to dividends and distributions (including distributions upon liquidation) and other economic rights as those of such Equity Securities of PubCo to be issued and (ii) PubCo shall concurrently contribute to the Company the net proceeds or other property received by PubCo for such share of Class A Common Stock or other Equity Security; *provided*, *however*, that if PubCo issues any shares of Class A Common Stock in order to acquire or fund the acquisition from a Member (other than PubCo) of a number of Units (and shares of Class B Common Stock) equal to the number of shares of Class A Common Stock so issued, then the Company shall not issue any new Units in connection therewith and, where such shares of Class A Common Stock have been issued for cash to fund an acquisition, PubCo shall not be required to transfer such net proceeds to the Company, and such net proceeds shall instead be transferred to such Member as consideration for such acquisition. Notwithstanding the foregoing, this Section 4.1(e) shall not apply to the issuance and distribution to holders of shares of PubCo Common Stock of rights to purchase Equity Securities of PubCo under a "poison pill" or similar shareholders rights plan (and upon any redemption of Units for Class A Common Stock, such Class A Common Stock will be issued together with a corresponding right under such plan), or to the issuance under PubCo's employee benefit plans of any warrants, options, other rights to acquire Equity Securities of PubCo or rights or property that may be converted into or settled in Equity Securities of PubCo, but shall in each of the foregoing cases apply to the issuance of Equity Securities of PubCo in connection with the exercise or settlement of such rights, warrants, options or other rights or property. Except pursuant to Section 4.6, (x) the Company may not issue any additional Units to PubCo or any of its Subsidiaries unless substantially simultaneously therewith PubCo or such Subsidiary issues or sells an equal number of newly-issued shares of PubCo's Class A Common Stock to another Person, and (y) the Company may not issue any other Equity Securities of the Company to PubCo or any of its Subsidiaries unless substantially simultaneously PubCo or such Subsidiary issues or sells, to another Person, an equal number of newly-issued shares of a new class or series of Equity Securities of PubCo or such Subsidiary with substantially the same rights to dividends and distributions (including distributions upon liquidation) and other economic rights as those of such Equity Securities of the Company. If at any time PubCo or any of its Subsidiaries (other than the Company and its Subsidiaries) issues Debt Securities, PubCo or such Subsidiary shall transfer to the Company (in a manner to be determined by the Managing Member in its reasonable discretion) the proceeds received by PubCo or such Subsidiary in exchange for such Debt Securities in a manner that directly or indirectly burdens the Company with the repayment of the Debt Securities. In the event any Equity Security outstanding at PubCo is exercised or otherwise converted and, as a result, any shares of Class A Common Stock or other Equity Securities of PubCo are issued, (1) the corresponding Equity Security outstanding at the Company shall be similarly exercised or otherwise converted, as applicable, and an equivalent number of Units or other Equity Securities of the Company shall be issued to PubCo as contemplated by the first sentence of this Section 4.1(e), and (2) PubCo shall concurrently contribute to the Company the net proceeds received by PubCo from any such exercise.

(f) PubCo or any of its Subsidiaries may not redeem, repurchase or otherwise acquire (i) any shares of Class A Common Stock (including upon forfeiture of any unvested shares of Class A Common Stock) unless substantially simultaneously the Company redeems, repurchases or otherwise acquires from PubCo or such Subsidiary an equal number of Units for the same price per security or (ii) any other Equity Securities of PubCo, unless substantially simultaneously the Company redeems, repurchases or otherwise acquires from PubCo or such Subsidiary an equal number of Equity Securities of the Company of a corresponding class or series with substantially the same rights to dividends and distributions (including distributions upon liquidation) and other economic rights as those of such Equity Securities of PubCo for the same price per security. The Company may not redeem, repurchase or otherwise acquire (x) except pursuant to Section 4.6, any Units from PubCo or any of its Subsidiaries unless substantially simultaneously PubCo or such Subsidiary redeems, repurchases or otherwise acquires an equal number of shares of Class A Common Stock for the same price per security from holders thereof, or (y) any other Equity Securities of the Company from PubCo or any of its Subsidiaries unless substantially simultaneously PubCo or such Subsidiary redeems, repurchases or otherwise acquires for the same price per security an equal number of Equity Securities of PubCo of a corresponding class or series with substantially the same rights to dividends and distributions (including distribution upon liquidation) and other economic rights as those of such Equity Securities of PubCo. Notwithstanding the foregoing, to the extent that any consideration payable by PubCo in connection with the redemption or repurchase of any shares of Class A Common Stock or other Equity Securities of PubCo or any of its Subsidiaries consists (in whole or in part) of shares of Class A Common Stock or such other Equity Securities (including, for the avoidance of doubt, in connection with the cashless exercise of an option or warrant), then the redemption or repurchase of the corresponding Units or other Equity Securities of the Company shall be effectuated in an equivalent manner.

(g) The Company shall not in any manner effect any subdivision (by any equity split, equity distribution, reclassification, recapitalization or otherwise) or combination (by reverse equity split, reclassification, recapitalization or otherwise) of the outstanding Units unless accompanied by an identical subdivision or combination, as applicable, of the outstanding PubCo Common Stock, with corresponding changes made with respect to any other exchangeable or convertible securities. PubCo shall not in any manner effect any subdivision (by any equity split, equity distribution, reclassification, recapitalization or otherwise) or combination (by reverse equity split, reclassification, recapitalization or otherwise) of the outstanding PubCo Common Stock unless accompanied by an identical subdivision or combination, as applicable, of the outstanding Units, with corresponding changes made with respect to any other exchangeable or convertible securities.

(h) Notwithstanding any other provision of this Agreement (including Section 4.1(e)), but subject to Section 4.1(a), if PubCo receives Tax Distributions in an amount in excess of the amount that will enable PubCo to meet its U.S. federal, state and local and non-U.S. tax obligations and its obligations under the Tax Receivable Agreements or holds any other excess cash amount, PubCo may, in its sole discretion, contribute such excess cash amount to the Company in exchange for a number of Units (but only to the extent the Company actually receives cash therefor in an aggregate amount, or other property therefor with a Fair Market Value in an aggregate amount, or a combination thereof, equal to at least the Fair Market Value of such Units), and distribute to the holders of Class A Common Stock shares of Class A Common Stock that correspond economically to such Units.

Section 4.2 **Voting Rights**. No Member has any voting right except with respect to those matters specifically reserved for a Member vote under the Act and for matters expressly requiring the approval of Members under this Agreement. Except as otherwise required by the Act, each Unit will entitle the holder thereof to one vote on all matters to be voted on by the Members. Except as otherwise expressly provided in this Agreement, the holders of Units having voting rights will vote together as a single class on all matters to be approved by the Members.

Section 4.3 **Capital Contributions; Unit Ownership**.

(a) *Capital Contributions.* Except as otherwise set forth in Section 4.1(e) with respect to the obligations of PubCo, no Member shall be required to make additional Capital Contributions.

(b) *Issuance of Additional Units or Interests.* Except as otherwise expressly provided in this Agreement, the Managing Member shall have the right to authorize and cause the Company to issue on such terms (including price) as may be determined by the Managing Member (i) subject to the limitations of Section 4.1, additional Units or other Equity Securities in the Company (including creating preferred interests or other classes or series of interests having such rights, preferences and privileges as determined by the Managing Member, which rights, preferences and privileges may be senior to the Units), and (ii) obligations, evidences of Indebtedness or other securities or interests convertible or exchangeable for Units or other Equity Securities in the Company; *provided* that, at any time following the date hereof, in each case the Company shall not issue Equity Securities in the Company to any Person unless such Person shall have executed a counterpart to this Agreement and all other documents, agreements or instruments deemed necessary or desirable in the discretion of the Managing Member. Upon such issuance and execution, such Person shall be admitted as a Member of the Company. In that event, the Managing Member shall amend Exhibit A to reflect such additional issuances. Subject to Section 12.1, the Managing Member is hereby authorized to amend this Agreement to set forth the designations, preferences, rights, powers and duties of such additional Units or other Equity Securities in the Company, or such other amendments that the Managing Member determines to be otherwise necessary or appropriate in connection with the creation, authorization or issuance of, any class or series of Units or other Equity Securities in the Company pursuant to this Section 4.3(b); *provided* that, notwithstanding the foregoing, the Managing Member shall have the right to amend this Agreement as set forth in this sentence without the approval of any other Person (including any Member) and notwithstanding any other provision of this Agreement (including Section 12.1) if such amendment is necessary, and then only to the extent necessary, in order to consummate any offering of shares of PubCo Common Stock or other Equity Securities of PubCo provided that the designations, preferences, rights, powers and duties of any such additional Units or other Equity Securities of the Company as set forth in such amendment are substantially equivalent to those applicable to such shares of PubCo Common Stock or other Equity Securities of PubCo.

Section 4.4 **Capital Accounts**. A Capital Account shall be maintained for each Member in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv) and, to the extent consistent with such regulations, the other provisions of this Agreement. Each Member's Capital Account shall be (a) increased by (i) allocations to such Member of Profits pursuant to Section 5.1 and any other items of income or gain allocated to such Member pursuant toSection 5.2, (ii) the amount of additional cash or the initial Gross Asset Value of any asset (net of any Liabilities assumed by the Company and any Liabilities to which the asset is subject) contributed to the Company by such Member, and (iii) any other increases allowed or required by Treasury Regulations Section 1.704-1(b)(2)(iv), and (b) decreased by (i) allocations to such Member of Losses pursuant to Section 5.1 and any other items of deduction or loss allocated to such Member pursuant to the provisions ofSection 5.2, (ii) the amount of any cash or the Gross Asset Value of any asset (net of any Liabilities assumed by the Member and any Liabilities to which the asset is subject) distributed to such Member, and (iii) any other decreases allowed or required by Treasury Regulations Section 1.704-1(b)(2)(iv). In the event of a Transfer of Units made in accordance with this Agreement (including a deemed Transfer for U.S. federal income tax purposes as described in Section 4.6(a)(iv)), the Capital Account of the Transferor that is attributable to the Transferred Units shall carry over to the Transferee Member in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv)(l).

Section 4.5 **Other Matters**.

(a) No Member shall demand or receive a return on or of its Capital Contributions or withdraw from the Company without the consent of the Managing Member. Under circumstances requiring a return of any Capital Contributions, no Member has the right to receive property other than cash.

(b) No Member shall receive any interest, salary, compensation, draw or reimbursement with respect to its Capital Contributions or its Capital Account, or for services rendered or expenses incurred on behalf of the Company or otherwise in its capacity as a Member, except as otherwise provided in Section 7.9 or as otherwise contemplated by this Agreement.

(c) The Liability of each Member shall be limited as set forth in the Act and other applicable Law and, except as expressly set forth in this Agreement or required by Law, no Member (or any of its Affiliates) shall be personally liable, whether to the Company, any of the other Members, the creditors of the Company, or any other third party, for any debt or Liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company.

(d) Except as otherwise required by the Act, a Member shall not be required to restore a deficit balance in such Member's Capital Account, to lend any funds to the Company or, except as otherwise set forth herein, to make any additional contributions or payments to the Company.

(e) The Company shall not be obligated to repay any Capital Contributions of any Member.

Section 4.6 **Redemption of Units**.

(a)

(i) Upon the terms and subject to the conditions set forth in this Section 4.6, each of the Members (other than PubCo and its wholly owned Subsidiaries) (the "**Redeeming Member**") shall be entitled, from time to time, to cause the Company to redeem all or a portion of such Member's Units (together with the surrender and delivery of the same number of shares of Class B Common Stock) for an equivalent number of shares of Class A Common Stock (a "**Redemption**") or, at the Company's election made in accordance with Section 4.6(a)(iii), cash equal to the Cash Election Amount calculated with respect to such Redemption. Absent the prior written consent of the Managing Member, with respect to each Redemption of 250,000 Units or less, a Redeeming Member shall be (A) required to redeem at least a number of Units equal to the lesser of 250,000 Units and all of the Units then held by such Redeeming Member and (B) permitted to effect a Redemption of Units no more frequently than once per calendar quarter; except such limitations shall not apply with respect to any sales of Class A Common Stock pursuant to a trading plan adopted pursuant to Rule 10b5-1 of the Exchange Act by a Major Member with respect to the Class A Common Stock if the Managing Member approved such trading plan for purposes of this Agreement in advance of its adoption (or amendment, if applicable); provided that such approval shall not be unreasonably withheld, conditioned or delayed unless the Managing Member determines, in its sole discretion, that approval is subject to the Redemption Limits. In addition, the Managing Member may, in its discretion, adopt a policy to limit Redemptions of 250,000 Units or less to a particular period during each quarter; except such limitations shall not apply with respect to any sales of Class A Common Stock pursuant to a trading plan adopted pursuant to Rule 10b5-1 of the Exchange Act by a Major Member with respect to the Class A Common Stock if the Managing Member approved such trading plan for purposes of this Agreement in advance of its adoption (or amendment, if applicable); provided that such approval shall not be unreasonably withheld, conditioned or delayed unless the Managing Member determines, in its sole discretion, that approval is subject to the Redemption Limits. Notwithstanding the foregoing, with respect to each redemption of more than 250,000 Units, a Redeeming Member may redeem more than once per calendar quarter, subject to any additional limitations and restrictions on Redemptions imposed by the Managing Member pursuant to the Redemption Limits in Section 4.6(j). Upon the Redemption of all of a Member's Units, such Member shall, for the avoidance of doubt, cease to be a Member of the Company.

(ii) In order to exercise the redemption right under Section 4.6(a)(i), the Redeeming Member shall provide written notice (the "**Redemption Notice**") to the Company, with a copy to PubCo (the date of delivery of such Redemption Notice, the "**Redemption Notice Date**"), stating:

(A) the number of Units (together with the surrender and delivery of an equal number of shares of Class B Common Stock) the Redeeming Member elects to have the Company redeem;

(B) if the shares of Class A Common Stock to be received are to be issued other than in the name of the Redeeming Member, the name(s) of the Person(s) in whose name or on whose order the shares of Class A Common Stock are to be issued;

(C) whether the exercise of the redemption right is to be contingent (including as to timing) upon the closing of an underwritten offering of the shares Class A Common Stock for which the Units will be redeemed or the closing of an announced merger, consolidation or other transaction or event to which PubCo is a party in which the shares of Class A Common Stock would be exchanged or converted or become exchangeable for or convertible into cash or other securities or property; and

(D) if the Redeeming Member requires the Redemption to take place on a specific date, such date,*provided* that, any such specified date shall not be earlier than the date that would otherwise apply pursuant to clause (a) of the definition of Redemption Date.

If the Units to be redeemed (or the shares of Class B Common Stock to be transferred and surrendered) by the Redeeming Member are represented by a certificate or certificates, prior to the Redemption Date, the Redeeming Member shall also present and surrender such certificate or certificates representing such Units (or shares of Class B Common Stock) during normal business hours at the principal executive offices of the Company, or if any agent for the registration or transfer of Class A Common Stock is then duly appointed and acting (the "**Transfer Agent**"), at the office of the Transfer Agent. If required by the Managing Member, any certificate for Units and any certificate for shares of Class B Common Stock (in each case, if certificated) surrendered to the Company hereunder shall be accompanied by instruments of transfer, in forms reasonably satisfactory to the Managing Member and the Transfer Agent, duly executed by the Redeeming Member or the Redeeming Member's duly authorized representative.

(iii) Upon receipt of a Redemption Notice, the Company shall be entitled to elect (a "**Cash Election**") to settle the Redemption by delivering to the Redeeming Member, in lieu of the applicable number of shares of Class A Common Stock that would be received in such Redemption, an amount of cash equal to the Cash Election Amount for such Redemption. In order to make a Cash Election with respect to a Redemption, the Company must provide written notice of such election to the Redeeming Member (with a copy to PubCo) prior to 5:00 p.m., Houston time, on or prior to the second Business Day after the Redemption Notice Date. If the Company fails to provide such written notice prior to such time, it shall not be entitled to make a Cash Election with respect to such Redemption and such Units (together with the same number of shares of Class B Common Stock) subject to such Redemption shall be settled for an equivalent number of shares of Class A Common Stock. If the Company elects the Cash Election, the Redeeming Member may retract its Redemption Notice by giving written notice (the "**Cash Election Retraction Notice**") to the Company (with a copy to PubCo) within two (2) Business Days of delivery of the notice of Cash Election by the Company to the Redeeming Member.

(iv) Unless otherwise required by applicable Law, for U.S. federal income (and applicable state and local) tax purposes, each of the Redeeming Member, the Company and PubCo, as the case may be, agree to treat each Redemption and, in the event PubCo exercises its Call Right, each transaction between the Redeeming Member and PubCo, as a sale of the Redeeming Member's Units (together with the same number of shares of Class B Common Stock) to PubCo in exchange for shares of Class A Common Stock or cash, as applicable.

(b)

(i) Subject to (A) the satisfaction of any contingency described in Section 4.6(a)(ii)(C) that is specified in the relevant Redemption Notice, including that the Redemption Notice may be conditioned on the closing of an underwritten distribution of the shares of Class A Common Stock that may be issued in connection with such proposed Redemption, and (B) a validly submitted Cash Election Retraction Notice under Section 4.6(a)(iii), the Redemption shall be completed on the Redemption Date; *provided*, that if a valid Cash Election has not been made, the Redeeming Member may, at any time prior to the Redemption Date, revoke its Redemption Notice by giving written notice (the "**Retraction Notice**") to the Company (with a copy to PubCo). The timely delivery of a Retraction Notice shall terminate all of the Redeeming Member's, the Company's and PubCo's rights and obligations arising from the retracted Redemption Notice.

(ii) Notwithstanding anything to the contrary in this Agreement, in the event the Company does not elect the Cash Election in connection with a Redemption, a Redeeming Member shall be entitled to revoke its Redemption Notice and issue a Retraction Notice or delay the consummation of a Redemption if any of the following conditions exists: (i) any registration statement pursuant to which the resale of the Class A Common Stock to be registered for such Redeeming Member at or immediately following the consummation of the Redemption shall have ceased to be effective pursuant to any action or inaction by the Commission or no such resale registration statement has yet become effective; (ii) the Company shall have failed to cause any related prospectus to be supplemented by any required prospectus supplement necessary to effect such Redemption; (iii) the Company shall have exercised its right to defer, delay or suspend the filing or effectiveness of a registration statement under the Registration Rights Agreement and such deferral, delay or suspension shall affect the ability of such Redeeming Member to have its Class A Common Stock registered at or immediately following the consummation of the Redemption; (iv) the Company shall have disclosed to such Redeeming Member any material non-public information concerning the Company, the receipt of which results in such Redeeming Member being prohibited or restricted from selling Class A Common Stock at or immediately following the Redemption without disclosure of such information (and the Company does not permit disclosure); (v) any stop order relating to the registration statement pursuant to which the Class A Common Stock was to be registered by such Redeeming Member at or immediately following the Redemption shall have been issued by the Commission; (vi) there shall have occurred a material disruption in the securities markets generally or in the market or markets in which the Class A Common Stock is then traded; (vii) there shall be in effect an injunction, a restraining order or a decree of any nature of any Governmental Entity that restrains or prohibits the Redemption; (viii) the Company shall have failed to comply in all material respects with its obligations under the Registration Rights Agreement, and such failure shall have affected the ability of such Redeeming Member to consummate the resale of Class A Common Stock to be received upon such redemption pursuant to an effective registration statement; or (ix) the Redemption Date would occur three (3) Business Days or less prior to, or during, a Black-Out Period. If a Redeeming Member delays the consummation of a Redemption pursuant to this Section 4.06(b)(iii), the Redemption Date shall occur on the fifth Business Day following the date on which the conditions giving rise to such delay cease to exist (or such earlier day as the Company and such Redeeming Member may agree in writing).

(iii) Unless the Redeeming Member has timely delivered a Retraction Notice as provided in Section 4.6(b)(i), issued a Retraction Notice or delayed the consummation of a Redemption, in each case, under Section 4.6(b)(ii), or has timely delivered a Cash Election Retraction Notice under Section 4.6(a)(iii) or, subject to the foregoing and Section 4.6(e), PubCo has validly elected its Call Right pursuant to Section 4.6(f), on the Redemption Date (to be effective immediately prior to the close of business on the Redemption Date) (A) the Redeeming Member shall transfer and surrender the Units to be redeemed (and a corresponding number of shares of Class B Common Stock) to the Company, in each case free and clear of all liens and encumbrances, (B) PubCo shall contribute to the Company the consideration the Redeeming Member is entitled to receive under Section 4.6(a)(i) and, as described in Section 4.1(e), the Company shall issue to PubCo a number of Units or other Equity Securities of the Company as consideration for such contribution, (C) the Company shall (x) cancel the redeemed Units, (y) transfer to the Redeeming Member the consideration the Redeeming Member is entitled to receive under Section 4.6(a)(i), and (z) if the Units are certificated, issue to the Redeeming Member a certificate for a number of Units equal to the difference (if any) between the number of Units evidenced by the certificate surrendered by the Redeeming Member pursuant to clause (iii)(A) of this Section 4.6(b) and the number of redeemed Units, and (D) PubCo shall cancel the surrendered shares of Class B Common Stock. Notwithstanding any other provisions of this Agreement to the contrary, in the event that the Company makes a valid Cash Election, PubCo shall only be obligated to contribute to the Company an amount in cash equal to the net proceeds (after deduction of any Discount) from the sale by PubCo of a number of shares of Class A Common Stock equal to the number of Units and Class B Common Stock to be redeemed with such cash or from the sale of other PubCo Equity Securities used to fund the Cash Election Amount; *provided* that PubCo's Capital Account shall be adjusted in accordance with Section 7.9; *provided further*, that the contribution of such net proceeds shall in no event affect the Redeeming Member's right to receive the Cash Election Amount; *provided further*, for the avoidance of doubt, if the Cash Election Amount to which the Redeeming Member is entitled exceeds the full amount that is contributed to the Company by PubCo, then the Company shall still be required to pay the Redeeming Member the full Cash Election Amount.

(c) If (i) there is any reclassification, reorganization, recapitalization or other similar transaction pursuant to which the shares of Class A Common Stock are converted or changed into another security, securities or other property (other than as a result of a subdivision or combination or any transaction subject to Section 4.1(g)), or (ii) PubCo, by dividend or otherwise, distributes to all holders of the shares of Class A Common Stock evidences of its Indebtedness or assets, including securities (including shares of Class A Common Stock and any rights, options or warrants to all holders of the shares of Class A Common Stock to subscribe for or to purchase or to otherwise acquire shares of Class A Common Stock, or other securities or rights convertible into, exchangeable for or exercisable for shares of Class A Common Stock) but excluding (A) any cash dividend or distribution, or (B) any such distribution of Indebtedness or assets, in either case (A) or (B) received by PubCo from the Company in respect of the Units, then upon any subsequent Redemption, in addition to the shares of Class A Common Stock or the Cash Election Amount, as applicable, each Member shall be entitled to receive the amount of such security, securities or other property that such Member would have received if such Redemption had occurred immediately prior to the effective date of such reclassification, reorganization, recapitalization, other similar transaction, dividend or other distribution, taking into account any adjustment as a result of any subdivision (by any split, distribution or dividend, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse split, reclassification, recapitalization or otherwise) of such security, securities or other property that occurs after the effective time of such reclassification, reorganization, recapitalization or other similar transaction. For the avoidance of doubt, if there is any reclassification, reorganization, recapitalization or other similar transaction in which the shares of Class A Common Stock are converted or changed into another security, securities or other property, or any dividend or distribution (other than an excluded dividend or distribution, as described above), this Section 4.6 shall continue to be applicable, *mutatis mutandis*, with respect to such security or other property. This Agreement shall apply to the Units held by the Members and their Permitted Transferees as of the date hereof, as well as any Units hereafter acquired by a Member and his or her or its Permitted Transferees.

(d) PubCo shall at all times keep available, solely for the purpose of issuance upon a Redemption, out of its authorized but unissued shares of Class A Common Stock, such number of shares of Class A Common Stock that shall be issuable upon the Redemption of all outstanding Units (other than those Units held by PubCo or any Subsidiary of PubCo); *provided*, that nothing contained herein shall be construed to preclude PubCo from satisfying its obligations with respect to a Redemption by delivery of cash pursuant to a Cash Election or shares of Class A Common Stock that are held in the treasury of PubCo. PubCo covenants that all shares of Class A Common Stock that shall be issued upon a Redemption or exercise of a Call Right by PubCo shall, upon issuance thereof, be validly issued, fully paid and non-assessable. In addition, for so long as the shares of Class A Common Stock are listed on a National Securities Exchange, PubCo shall use its reasonable best efforts to cause all shares of Class A Common Stock issued upon a Redemption or exercise of a Call Right by PubCo, in each case, to be listed on such National Securities Exchange at the time of such issuance.

(e) The issuance of shares of Class A Common Stock upon a Redemption shall be made without charge to the Redeeming Member for any stamp or other similar tax in respect of such issuance; *provided*, *however*, that if any such shares of Class A Common Stock are to be issued in a name other than that of the Redeeming Member, then the Person or Persons in whose name the shares are to be issued shall pay to PubCo the amount of any tax that may be payable in respect of any transfer involved in such issuance or shall establish to the reasonable satisfaction of PubCo that such tax has been paid or is not payable.

(i) Notwithstanding anything to the contrary in this Section 4.6, but subject to Section 4.6(g) and without limitation to the rights of the Members under this Section 4.6, including the right to revoke a Redemption Notice which shall apply *mutatis mutandis* to any Call Right elected by PubCo, including the right of a member to revoke a Redemption Notice if PubCo elects settlement by the Cash Election Amount, PubCo may, in its sole discretion, by means of delivery of a Call Election Notice in accordance with, and subject to the terms of, this Section 4.6(f), elect to purchase directly and acquire such Units (together with the surrender and delivery of the same number of shares of Class B Common Stock) on the Redemption Date by paying to the Redeeming Member (or, on the Redeeming Member's written order, its designee) that number of shares of Class A Common Stock the Redeeming Member (or its designee) would otherwise receive pursuant to Section 4.6(a)(i) or, at PubCo's election, an amount of cash equal to the Cash Election Amount of such shares of Class A Common Stock (the "**Call Right**"), whereupon PubCo shall acquire the Units offered for redemption by the Redeeming Member (together with the surrender and delivery of the same number of shares of Class B Common Stock to PubCo for cancellation). PubCo shall be treated for all purposes of this Agreement as the owner of such Units.

(ii) PubCo may, at any time prior to the Redemption Date, in its sole discretion deliver written notice (a "**Call Election Notice**") to the Company and the Redeeming Member setting forth its election to exercise its Call Right; *provided* that any such election does not prejudice the ability of the parties to consummate a Redemption or a Call Right on the Redemption Date. A Call Election Notice may be revoked by PubCo at any time; *provided* that any such revocation does not prejudice the ability of the parties to consummate a Redemption on the Redemption Date. The right to consummate a Call Right in all events shall be exercisable for all the Units set forth in the applicable Redemption Notice that would have otherwise been subject to the Redemption. Except as otherwise provided by this Section 4.6(f), an exercise of the Call Right shall be consummated pursuant to the same timeframe and in the same manner as the relevant Redemption would have been consummated if PubCo had not delivered a Call Election Notice.

(f) In connection with a PubCo Change of Control that is approved by the board of directors of PubCo, PubCo shall have the right, in its sole discretion, to require each Member (other than PubCo and its wholly owned Subsidiaries) to effect a Redemption of some or all of such Member's Units (together with the surrender and delivery of the same number of shares of Class B Common Stock); *provided* that a Cash Election shall not be permitted pursuant to such a Redemption under this Section 4.6(g). Any Redemption pursuant to this Section 4.6(g) shall be effective contingent upon and immediately prior to the consummation of the PubCo Change of Control (and, for the avoidance of doubt, shall not be effective if such PubCo Change of Control is not consummated) (the "**Change of Control Redemption Date**"). From and after the Change of Control Redemption Date, (i) the Units and shares of Class B Common Stock subject to such Redemption shall be deemed to be transferred to PubCo on the Change of Control Redemption Date and (ii) such Member shall cease to have any rights with respect to the Units and shares of Class B Common Stock subject to such Redemption (other than the right to receive shares of Class A Common Stock pursuant to such Redemption). PubCo shall provide written notice of an expected PubCo Change of Control to all Members within the earlier of (x) five (5) Business Days following the execution of the agreement with respect to such PubCo Change of Control and (y) thirty (30) Business Days before the proposed date upon which the contemplated PubCo Change of Control is to be effected, indicating in such notice such information as may reasonably describe the PubCo Change of Control transaction, subject to applicable law, including the date of execution of such agreement or such proposed effective date, as applicable, the amount and types of consideration to be paid for shares of Class A Common Stock in the PubCo Change of Control, any election with respect to types of consideration that a holder of shares of Class A Common Stock, as applicable, shall be entitled to make in connection with such PubCo Change of Control, and the number of Units (and corresponding shares of Class B Common Stock) held by such Member that PubCo intends to require to be subject to such Redemption. Following delivery of such notice and on or prior to the Change of Control Redemption Date, the Members shall take all actions reasonably requested by PubCo to effect such Redemption, including taking any reasonable action and delivering any document reasonably required pursuant to the remainder of this Section 4.6 to effect a Redemption.

(g) In the event that (i) the Members (other than PubCo and its wholly owned Subsidiaries) beneficially own, in the aggregate, less than 5% of the then outstanding Units and (ii) the Class A Common Stock is listed or admitted to trading on a National Securities Exchange, PubCo shall have the right, in its sole discretion, to require any Member (other than PubCo and its wholly owned Subsidiaries) that beneficially owns less than 1% of the then outstanding Units, to effect a Redemption of some or all of such Member's Units (together with the surrender and delivery of the same number of shares of Class B Common Stock); *provided* that a Cash Election shall not be permitted pursuant to such a Redemption under this Section 4.6(h). PubCo shall deliver written notice to the Company and any such Member of its intention to exercise its Redemption right pursuant to this Section 4.6(h) (a "**Minority Member Redemption Notice**") at least five (5) Business Days prior to the proposed date upon which such Redemption is to be effected (such proposed date, the "**Minority Member Redemption Date**"), indicating in such notice the number of Units (and corresponding shares of Class B Common Stock) held by such Member that PubCo intends to require to be subject to such Redemption. Any Redemption pursuant to this Section 4.6(h) shall be effective on the Minority Member Redemption Date. From and after the Minority Member Redemption Date, (i) the Units and shares of Class B Common Stock subject to such Redemption shall be deemed to be transferred to PubCo on the Minority Member Redemption Date and (ii) such Member shall cease to have any rights with respect to the Units and shares of Class B Common Stock subject to such Redemption (other than the right to receive shares of Class A Common Stock pursuant to such Redemption). Following delivery of a Minority Member Redemption Notice and on or prior to the Minority Member Redemption Date, the Members shall take all actions reasonably requested by PubCo to effect such Redemption, including taking any action and delivering any document required pursuant to the remainder of this Section 4.6 to effect a Redemption.

(h) No Redemption shall impair the right of the Redeeming Member to receive any distributions payable on the Units redeemed pursuant to such Redemption in respect of a record date that occurs prior to the Redemption Date for such Redemption. For the avoidance of doubt, no Redeeming Member, or a Person designated by a Redeeming Member to receive shares of Class A Common Stock, shall be entitled to receive, with respect to such record date, distributions or dividends both on Units redeemed by the Company from such Redeeming Member and on shares of Class A Common Stock received by such Redeeming Member, or other Person so designated, if applicable, in such Redemption.

(i) Any Units acquired by the Company under this Section 4.6 and transferred by the Company to PubCo shall remain outstanding and shall not be cancelled as a result of their acquisition by the Company. Notwithstanding any other provision of this Agreement, PubCo shall be automatically admitted as a Member of the Company with respect to any Units or other Equity Securities in the Company it receives under this Agreement (including under this Section 4.6 in connection with any Redemption).

(j) The Managing Member may impose additional limitations and restrictions on Redemptions (including limiting Redemptions or creating priority procedures for Redemptions; provided, that, such limitations or procedures are applied in a non-discriminatory manner amongst all similarly situated Members), to the extent it determines, in its sole discretion, such limitations and restrictions to be necessary or appropriate to avoid undue risk that the Company may be classified as a "publicly traded partnership" within the meaning of Section 7704 of the Code (the "**Redemption Limits**"). Furthermore, the Managing Member may require any Member or group of Members to redeem all of their Units to the extent it determines, in its sole discretion, that such Redemption is necessary or appropriate to avoid undue risk that the Company may be classified as a "publicly traded partnership" within the meaning of Section 7704 of the Code. Upon delivery of any notice by the Managing Member to such Member or group of Members requiring such Redemption, such Member or group of Members shall exchange, subject to exercise by PubCo of its Call Right pursuant to Section 4.6(f)(i), all of their Units effective as of the date specified in such notice (and such date shall be deemed to be a Redemption Date for purposes of this Agreement) in accordance with this Section 4.6 and otherwise in accordance with the requirements set forth in such notice.

ARTICLE V

ALLOCATIONS OF PROFITS AND LOSSES

Section 5.1 **Profits and Losses**. After giving effect to the allocations under Section 5.2 and subject to Section 5.4, Profits and Losses (and, to the extent determined by the Managing Member to be necessary and appropriate to achieve the resulting Capital Account balances described below, any allocable items of income, gain, loss, deduction or credit includable in the computation of Profits and Losses) for each Fiscal Year or other taxable period shall be allocated among the Members during such Fiscal Year or other taxable period in a manner such that, after giving effect to the special allocations set forth in Section 5.2 and all distributions through the end of such Fiscal Year or other taxable period, the Capital Account balance of each Member shall be equal on a *pro rata* basis in accordance with the number of Units held by each Member.

Section 5.2 **Special Allocations**.

(a) Nonrecourse Deductions for any Fiscal Year or other taxable period shall be specially allocated to the Members on a *pro rata* basis, in accordance with the number of Units owned by each Member as of the last day of such Fiscal Year or other taxable period. The amount of Nonrecourse Deductions for a Fiscal Year or other taxable period shall equal the excess, if any, of the net increase, if any, in the amount of Company Minimum Gain during that Fiscal Year or other taxable period over the aggregate amount of any distributions during that Fiscal Year or other taxable period of proceeds of a Nonrecourse Liability that are allocable to an increase in Company Minimum Gain, determined in accordance with the provisions of Treasury Regulations Section 1.704-2(d).

(b) Any Member Nonrecourse Deductions for any Fiscal Year or other taxable period shall be specially allocated to the Member who bears economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i). If more than one Member bears the economic risk of loss for such Member Nonrecourse Debt, the Member Nonrecourse Deductions attributable to such Member Nonrecourse Debt shall be allocated among the Members according to the ratio in which they bear the economic risk of loss. This Section 5.2(b) is intended to comply with the provisions of Treasury Regulations Section 1.704-2(i) and shall be interpreted consistently therewith.

(c) Notwithstanding any other provision of this Agreement to the contrary, if there is a net decrease in Company Minimum Gain during any Fiscal Year or other taxable period (or if there was a net decrease in Company Minimum Gain for a prior Fiscal Year or other taxable period and the Company did not have sufficient amounts of income and gain during prior periods to allocate among the Members under this Section 5.2(c)), each Member shall be specially allocated items of Company income and gain for such Fiscal Year or other taxable period in an amount equal to such Member's share of the net decrease in Company Minimum Gain during such year (as determined pursuant to Treasury Regulations Section 1.704-2(g)(2)). This section is intended to constitute a minimum gain chargeback under Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(d) Notwithstanding any other provision of this Agreement except Section 5.2(c), if there is a net decrease in Member Minimum Gain during any Fiscal Year or other taxable period (or if there was a net decrease in Member Minimum Gain for a prior Fiscal Year or other taxable period and the Company did not have sufficient amounts of income and gain during prior periods to allocate among the Members under this Section 5.2(d)), each Member shall be specially allocated items of Company income and gain for such year in an amount equal to such Member's share of the net decrease in Member Minimum Gain (as determined pursuant to Treasury Regulations Section 1.704-2(i)(4)). This section is intended to constitute a partner nonrecourse debt minimum gain chargeback under Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(e) Notwithstanding any provision hereof to the contrary except Section 5.2(a) and Section 5.2(b), no Losses or other items of loss or expense shall be allocated to any Member to the extent that such allocation would cause such Member to have an Adjusted Capital Account Deficit (or increase any existing Adjusted Capital Account Deficit) at the end of such Fiscal Year or other taxable period. All Losses and other items of loss and expense in excess of the limitation set forth in this Section 5.2(e) shall be allocated to the Members who do not have an Adjusted Capital Account Deficit in proportion to their relative positive Capital Accounts but only to the extent that such Losses and other items of loss and expense do not cause any such Member to have an Adjusted Capital Account Deficit.

(f) Notwithstanding any provision hereof to the contrary except Section 5.2(c) and Section 5.2(d), in the event any Member unexpectedly receives any adjustment, allocation or distribution described in paragraph (4), (5) or (6) of Treasury Regulations Section 1.704-1(b)(2)(ii)(d), items of income and gain (consisting of a *pro rata* portion of each item of income, including gross income, and gain for the Fiscal Year or other taxable period) shall be specially allocated to such Member in an amount and manner sufficient to eliminate any Adjusted Capital Account Deficit of that Member as quickly as possible; provided that an allocation pursuant to this Section 5.2(f) shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article V have been tentatively made as if this Section 5.2(f) were not in this Agreement. This Section 5.2(f) is intended to constitute a qualified income offset under Treasury Regulations Section 1.704-1(b)(2)(ii) (d) and shall be interpreted consistently therewith.

(g) If any Member has a deficit balance in its Capital Account at the end of any Fiscal Year or other taxable period that is in excess of the sum of (i) the amount that such Member is obligated to restore and (ii) the amount that the Member is deemed to be obligated to restore pursuant to the penultimate sentence of Treasury Regulations Sections 1.704-2(g)(1) and (i)(5), that Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 5.2(g) shall be made only if and to the extent that such Member would have a deficit balance in its Capital Account in excess of such sum after all other allocations provided for in this Article V have been made as if Section 5.2(f) and this Section 5.2(g) were not in this Agreement.

(h) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Sections 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution to any Member in complete liquidation of such Member's Interest in the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such item of gain or loss shall be allocated to the Members in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) if such section applies or to the Member to whom such distribution was made if Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(i) The allocations set forth in Sections 5.2(a) through 5.2(h) (the "**Regulatory Allocations**") are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1(b) and 1.704-2. Notwithstanding any other provision of this Article V (other than the Regulatory Allocations), the Regulatory Allocations (and anticipated future Regulatory Allocations) shall be taken into account in allocating other items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocation of other items and the Regulatory Allocations to each Member should be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred. This Section 5.2(i) is intended to minimize to the extent possible and to the extent necessary any economic distortions which may result from application of the Regulatory Allocations and shall be interpreted in a manner consistent therewith.

Section 5.3 **Allocations for Tax Purposes in General**.

(a) Except as otherwise provided in this Section 5.3, each item of income, gain, loss and deduction of the Company for U.S. federal income tax purposes shall be allocated among the Members in the same manner as such item is allocated under Sections 5.1 and 5.2.

(b) In accordance with Code Section 704(c) and the Treasury Regulations thereunder (including the Treasury Regulations applying the principles of Code Section 704(c) to changes in Gross Asset Values), items of income, gain, loss and deduction with respect to any Company property having a Gross Asset Value that differs from such property's adjusted U.S. federal income tax basis shall, solely for U.S. federal income tax purposes, be allocated among the Members to account for any such difference using such method or methods determined by the Managing Member to be appropriate and in accordance with the applicable Treasury Regulations.

(c) Any (i) recapture of depreciation or any other item of deduction shall be allocated, in accordance with Treasury Regulations Sections 1.1245-1(e) and 1.1254-5, to the Members who received the benefit of such deductions, and (ii) recapture of credits shall be allocated to the Members in accordance with applicable law.

(d) Allocations pursuant to this Section 5.3 are solely for purposes of U.S. federal, state and local taxes and shall not affect or in any way be taken into account in computing any Member's Capital Account or share of Profits, Losses, other items or distributions pursuant to any provision of this Agreement.

(e) If, as a result of an exercise of a noncompensatory option to acquire an interest in the Company, a Capital Account reallocation is required under Treasury Regulations Section 1.704-1(b)(2)(iv)(*s*)(3), the Company shall make corrective allocations pursuant to Treasury Regulations Section 1.704-1(b)(4)(x).

Section 5.4 **Other Allocation Rules**.

(a) The Members are aware of the income tax consequences of the allocations made by this Article V and the economic impact of the allocations on the amounts receivable by them under this Agreement. The Members hereby agree to be bound by the provisions of this Article V in reporting their share of Company income and loss for income tax purposes.

(b) The provisions regarding the establishment and maintenance for each Member of a Capital Account as provided by Section 4.4 and the allocations set forth in Sections 5.1, 5.2 and 5.3 are intended to comply with the Treasury Regulations and to reflect the intended economic entitlement of the Members. If the Managing Member determines, in its sole discretion, that the application of the provisions in Sections 4.4, 5.1, 5.2 or 5.3 would result in non-compliance with the Treasury Regulations or would be inconsistent with the intended economic entitlement of the Members, the Managing Member is authorized to make any appropriate adjustments to such provisions.

(c) All items of income, gain, loss, deduction and credit allocable to an interest in the Company that may have been Transferred shall be allocated between the Transferor and the Transferee based on the portion of the Fiscal Year or other taxable period during which each was recognized as the owner of such interest, without regard to the results of Company operations during any particular portion of that year and without regard to whether cash distributions were made to the Transferor or the Transferee during that year; *provided, however,* that this allocation must be made in accordance with a method permissible under Code Section 706 and the Treasury Regulations thereunder.

(d) The Members' proportionate shares of the "excess nonrecourse liabilities" of the Company, within the meaning of Treasury Regulations Section 1.752-3(a)(3), shall be allocated to the Members on a *pro rata* basis, in accordance with the number of Units owned by each Member.

ARTICLE VI

DISTRIBUTIONS

Section 6.1 **Distributions**.

(a) Distributions. To the extent permitted by applicable Law and hereunder, and except as otherwise provided in Section 11.3, distributions to Members may be declared by the Managing Member out of funds legally available therefor in such amounts and on such terms (including the payment dates of such distributions) as the Managing Member shall determine using such record date as the Managing Member may designate; any such distribution shall be made to the Members as of the close of business on such record date on a *pro rata* basis (except that, for the avoidance of doubt, repurchases or redemptions made in accordance with Section 4.1(f) or payments made in accordance with Sections 7.4 or 7.9 need not be on a *pro rata* basis), in accordance with the number of Units owned by each Member as of the close of business on such record date; *provided*, *however*, that the Managing Member shall have the obligation to make distributions as set forth in Sections 6.2 and 11.3(b)(iii); and *provided, further*, that, notwithstanding any other provision herein to the contrary, no distributions shall be made to any Member to the extent such distribution would render the Company insolvent or violate the Act. For purposes of the foregoing sentence, insolvency means the inability of the Company to meet its payment obligations when due. Promptly following the designation of a record date and the declaration of a distribution pursuant to this Section 6.1, the Managing Member shall give notice to each Member of the record date, the amount and the terms of the distribution and the payment date thereof.

(b) Successors. For purposes of determining the amount of distributions, each Member shall be treated as having made the Capital Contributions and as having received the distributions made to or received by its predecessors in respect of any of such Member's Units.

(c) Distributions In-Kind. Except as otherwise provided in this Agreement, any distributions may be made in cash or in kind, or partly in cash and partly in kind, as determined by the Managing Member. To the extent that the Company distributes property in-kind to the Members, the Company shall be treated as making a distribution equal to the Fair Market Value of such property for purposes of Section 6.1(a) and such property shall be treated as if it were sold for an amount equal to its Fair Market Value. Any resulting gain or loss shall be allocated to the Member's Capital Accounts in accordance with Sections 5.1 and 5.2.

Section 6.2 **Tax-Related Distributions**. The Company shall, subject to any restrictions contained in any agreement to which the Company is bound, advance distributions out of legally available funds at such times and in such amounts as the Managing Member reasonably determines is necessary to enable PubCo to (i) timely satisfy all of its U.S. federal, state and local and non-U.S. tax liabilities, and (ii) timely meet its obligations pursuant to any and all Tax Receivable Agreements. If PubCo receives a distribution described in this Section 6.2(a)(i) (but not, for the avoidance of doubt, this Section 6.2(a)(ii)), the Company shall use commercially reasonable efforts to make any such distributions to all Members on a *pro rata* basis, in accordance with the number of Units owned by each Member.

Section 6.3 **Distribution Upon Withdrawal**. No withdrawing Member shall be entitled to receive any distribution or the value of such Member's Interest in the Company as a result of withdrawal from the Company prior to the liquidation of the Company, except as specifically provided in this Agreement.

ARTICLE VII

MANAGEMENT

Section 7.1 **The Managing Member; Fiduciary Duties**.

(a) PubCo shall be the sole Managing Member of the Company. Except as otherwise required by Law or as set forth in this Agreement, (i) the Managing Member shall have full and complete charge of all affairs of the Company, (ii) the management and control of the Company's business activities and operations shall rest exclusively with the Managing Member, and the Managing Member shall make all decisions regarding the business, activities and operations of the Company (including the incurrence of costs and expenses) in its sole discretion without the consent of any other Member and (iii) the Members other than the Managing Member (in their capacity as such) shall not participate in the control, management, direction or operation of the activities or affairs of the Company and shall have no power to act for or bind the Company.

(b) In connection with the performance of its duties as the Managing Member of the Company, except as otherwise set forth herein, the Managing Member acknowledges that it will owe to the Members the same fiduciary duties as it would owe to the stockholders of a Delaware corporation if it were a member of the board of directors of such a corporation and the Members were stockholders of such corporation. The Members acknowledge that the Managing Member will take action through its board of directors, and that the members of the Managing Member's board of directors will owe comparable fiduciary duties to the stockholders of the Managing Member.

Section 7.2 **Officers**.

(a) The Managing Member may appoint, employ or otherwise contract with any Person for the transaction of the business of the Company or the performance of services for or on behalf of the Company, and the Managing Member may delegate to any such Persons such authority to act on behalf of the Company as the Managing Member may from time to time deem appropriate.

(b) The initial chief executive officer of the Company (the "**Chief Executive Officer**") will be Amanda M. Brock.

(c) Except as otherwise set forth herein, the Chief Executive Officer will be responsible for the general and active management of the business of the Company and its Subsidiaries and will see that all orders of the Managing Member are carried into effect. The Chief Executive Officer will report to the Managing Member and have the general powers and duties of management usually vested in the office of president and chief executive officer of a corporation organized under the DGCL, subject to the terms of this Agreement, and will have such other powers and duties as may be prescribed by the Managing Member or this Agreement. The Chief Executive Officer will have the power to execute bonds, mortgages and other contracts requiring a seal, under the seal of the Company, except where required or permitted by Law to be otherwise signed and executed, and except where the signing and execution thereof will be expressly delegated by the Managing Member to some other Officer or agent of the Company.

(d) Except as set forth herein, the Managing Member may appoint Officers at any time, and the Officers may include a president, one or more vice presidents, a secretary, one or more assistant secretaries, a chief financial officer, a general counsel, a treasurer, one or more assistant treasurers, a chief operating officer, an executive chairman, and any other officers that the Managing Member deems appropriate. Except as set forth herein, the Officers will serve at the pleasure of the Managing Member, subject to all rights, if any, of such Officer under any contract of employment. Any individual may hold any number of offices, and an Officer may, but need not, be a Member of the Company. The Officers will exercise such powers and perform such duties as specified in this Agreement or as determined from time to time by the Managing Member.

(e) Subject to this Agreement and to the rights, if any, of an Officer under a contract of employment, any Officer may be removed, either with or without cause, by the Managing Member. Any Officer may resign at any time by giving written notice to the Managing Member. Any resignation will take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation will not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the Officer is a party. A vacancy in any office because of death, resignation, removal, disqualification or any other cause will be filled in the manner prescribed in this Agreement for regular appointments to that office.

Section 7.3 **Warranted Reliance by Officers on Others**. In exercising their authority and performing their duties under this Agreement, the Officers shall be entitled to rely on information, opinions, reports, or statements of the following Persons or groups unless they have actual knowledge concerning the matter in question that would cause such reliance to be unwarranted:

(a) one or more employees or other agents of the Company or subordinates whom the Officer reasonably believes to be reliable and competent in the matters presented; and

(b) any attorney, public accountant, or other Person as to matters which the Officer reasonably believes to be within such Person's professional or expert competence.

Section 7.4 **Indemnification**. The Company shall indemnify and hold harmless, to the fullest extent permitted by applicable Law (including the Act) as it presently exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment) any person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit, investigation or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**") by reason of the fact that he, or a person for whom he is the legal representative, is or was a Manager entitled to indemnification under the Existing LLC Agreement, a Member, an Officer, or acting as the Managing Member, Company Representative of the Company or, while a Manager entitled to indemnification under the Existing LLC Agreement, a Member, an Officer, or acting as the, Managing Member, Company Representative of the Company, is or was serving at the request of the Company as a member, director, officer, trustee, employee or agent of another limited liability company or of a corporation, partnership, joint venture, trust, other enterprise or nonprofit entity, including service with respect to an employee benefit plan (a "**Covered Person**"), whether the basis of such Proceeding is alleged action in an official capacity as a member, director, officer, trustee, employee or agent, or in any other capacity while serving as a member, director, officer, trustee, employee or agent, against all expenses, liability and loss (including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes and penalties and amounts paid in settlement) reasonably incurred or suffered by such Covered Person in connection with such Proceeding. The Company shall, to the fullest extent not prohibited by applicable Law as it presently exists or may hereafter be amended, pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any Proceeding in advance of its final disposition; *provided*, *however*, that to the extent required by applicable Law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Covered Person to repay all amounts advanced if it should be ultimately determined by final judicial decision from which there is no further right to appeal that the Covered Person is not entitled to be indemnified under this Section 7.4 or otherwise. The rights to indemnification and advancement of expenses under this Section 7.4 shall be contract rights and such rights shall continue as to a Covered Person who has ceased to be a member, director, officer, trustee, employee or agent and shall inure to the benefit of his heirs, executors and administrators. Notwithstanding the foregoing provisions of this Section 7.4, except for Proceedings to enforce rights to indemnification and advancement of expenses, the Company shall indemnify and advance expenses to a Covered Person in connection with a Proceeding (or part thereof) initiated by such Covered Person only if such Proceeding (or part thereof) was authorized by the Managing Member.

Section 7.5 **Maintenance of Insurance or Other Financial Arrangements**. In compliance with applicable Law, the Company (with the approval of the Managing Member) may purchase and maintain insurance or make other financial arrangements on behalf of any Person who is or was a Member, employee or agent of the Company, or at the request of the Company is or was serving as a manager, director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, for any Liability asserted against such Person and Liability and expenses incurred by such Person in such Person's capacity as such, or arising out of such Person's status as such, whether or not the Company has the authority to indemnify such Person against such Liability and expenses.

Section 7.6 **Resignation or Termination of Managing Member**. PubCo shall not, by any means, resign as, cease to be or be replaced as Managing Member except in compliance with this Section 7.6. No termination or replacement of PubCo as Managing Member shall be effective unless proper provision is made, in compliance with this Agreement, so that the obligations of PubCo, its successor (if applicable) and any new Managing Member and the rights of all Members under this Agreement and applicable Law remain in full force and effect. No appointment of a Person other than PubCo (or its successor, as applicable) as Managing Member shall be effective unless PubCo (or its successor, as applicable) and the new Managing Member (as applicable) provide all other Members with contractual rights, directly enforceable by such other Members against PubCo (or its successor, as applicable) and the new Managing Member (as applicable), to cause (a) PubCo to comply with all PubCo's obligations under this Agreement (including its obligations under Section 4.6) other than those that must necessarily be taken in its capacity as Managing Member and (b) the new Managing Member to comply with all the Managing Member's obligations under this Agreement.

Section 7.7 **No Inconsistent Obligations; Transactions between Company and Managing Member**. The Managing Member represents that it does not have any contracts, other agreements, duties or obligations that are inconsistent with its duties and obligations (whether or not in its capacity as Managing Member) under this Agreement and covenants that, except as permitted by Section 7.1, it will not enter into any contracts or other agreements or undertake or acquire any other duties or obligations that are inconsistent with such duties and obligations. The Managing Member may cause the Company to contract and deal with the Managing Member, or any Affiliate of the Managing Member, provided such contracts and dealings are on terms comparable to and competitive with those available to the Company from others dealing at arm's length or are approved by the Managing Member and otherwise are permitted by the Credit Agreement.

Section 7.8 **Reclassification Events of PubCo**. If a Reclassification Event occurs, the Managing Member or its successor, as the case may be, shall, as and to the extent necessary, amend this Agreement in compliance with Section 12.1, and enter into any necessary supplementary or additional agreements, to ensure that, following the effective date of the Reclassification Event: (i) the redemption rights of holders of Units set forth in Section 4.6 provide that each Unit (together with the surrender and delivery of one share of Class B Common Stock) is redeemable for the same amount and same type of property, securities or cash (or combination thereof) that one share of Class A Common Stock becomes exchangeable for or converted into as a result of the Reclassification Event and (ii) PubCo or the successor to PubCo, as applicable, is obligated to deliver such property, securities or cash upon such redemption. PubCo shall not consummate or agree to consummate any Reclassification Event unless the successor Person, if any, becomes obligated to comply with the obligations of PubCo (in whatever capacity) under this Agreement.

Section 7.9 **Certain Costs and Expenses**. The Managing Member shall not be compensated for its services as the Managing Member of the Company except as expressly provided in this Agreement. The Company shall (i) pay, or cause to be paid, all costs, fees, operating expenses and other expenses of the Company (including the costs, fees and expenses of attorneys, accountants or other professionals and the compensation of all personnel providing services to the Company) incurred in pursuing and conducting, or otherwise related to, the activities of the Company and (ii) in the sole discretion of the Managing Member, reimburse the Managing Member for any reasonable out-of-pocket costs, fees or expenses incurred by it in connection with serving as the Managing Member. To the extent that the Managing Member determines in its sole discretion that such expenses are related to the business and affairs of the Managing Member that are conducted through the Company and/or its Subsidiaries (including expenses that relate to the business and affairs of the Company and/or its Subsidiaries and that also relate to other activities of the Managing Member), the Managing Member may cause the Company to pay or bear all expenses of the Managing Member, including, without limitation, costs of securities offerings not borne directly by Members, board of directors compensation and meeting costs, costs of periodic reports to its stockholders, litigation costs and damages arising from litigation, accounting and legal costs; *provided* that the Company shall not pay or bear any income tax obligations of the Managing Member. In the event that (i) shares of Class A Common Stock or other Equity Securities of PubCo were sold to underwriters in any public offering after the Effective Time, in each case, at a price per share that is lower than the price per share for which such shares of Class A Common Stock or other Equity Securities of PubCo are sold to the public in such public offering after taking into account underwriters' discounts or commissions and brokers' fees or commissions (including, for the avoidance of doubt, any deferred discounts or commissions and brokers' fees or commissions payable in connection with or as a result of such public offering) (such difference, the "**Discount**") and (ii) the proceeds from such public offering are used to fund the Cash Election Amount for any redeemed Units or otherwise contributed to the Company, the Company shall reimburse the Managing Member for such Discount by treating such Discount as an additional Capital Contribution made by the Managing Member to the Company, issuing Units in respect of such deemed Capital Contribution in accordance with Section 4.6(b)(ii), and increasing the Managing Member's Capital Account by the amount of such Discount. For the avoidance of doubt, any payments made to or on behalf of the Managing Member pursuant to this Section 7.9 shall not be treated as a distribution pursuant to Section 6.1(a) but shall instead be treated as an expense of the Company.

Section 7.10 **Outside Activities of the Managing Member**. The Managing Member shall not, directly or indirectly, enter into or conduct any business or operations, other than in connection with (a) the ownership, acquisition and disposition of Units, (b) the management of the business and affairs of the Company and its Subsidiaries, (c) the operation of the Managing Member as a reporting company with a class (or classes) of securities registered under Section 12 of the Exchange Act and listed on a securities exchange, (d) the offering, sale, syndication, private placement or public offering of stock, bonds, securities or other interests of the PubCo or the Company or any of its Subsidiaries, (e) financing or refinancing of any type related to the PubCo or the Company, its Subsidiaries or their assets or activities, (f) treasury and treasury management, (g) stock repurchases, (h) the declaration and payment of distributions or dividends with respect to any class of securities and (i) such activities as are incidental to the foregoing; provided, however, that, except as otherwise provided herein, the net proceeds of any financing raised by the Managing Member pursuant to the preceding clauses (d) and (e) shall be made available to the Company, whether as Capital Contributions, loans or otherwise, as appropriate; provided, further, that the Managing Member may, in its sole and absolute discretion, from time to time hold or acquire assets in its own name or otherwise other than through the Company and its Subsidiaries so long as the Managing Member takes commercially reasonable measures to ensure that the economic benefits and burdens of such assets are otherwise vested in the Company or its Subsidiaries, through assignment, mortgage, loan or otherwise or, if it is not commercially reasonable to vest such economic interests in the Company or any of its Subsidiaries, the Members shall negotiate in good faith to amend this Agreement to reflect such activities and the direct ownership of assets by the Managing Member. Nothing contained herein shall be deemed to prohibit the Managing Member from executing any guarantee of indebtedness of the Company or its Subsidiaries.

ARTICLE VIII

ROLE OF MEMBERS

Section 8.1 **Rights or Powers**.

(a) Other than the Managing Member, the Members, acting in their capacity as Members, shall not have any right or power to take part in the management or control of the Company or its business and affairs or to act for or bind the Company in any way. Notwithstanding the foregoing, the Members have all the rights and powers specifically set forth in this Agreement and, to the extent not inconsistent with this Agreement, in the Act. A Member, any Affiliate thereof or an employee, stockholder, agent, director or officer of a Member or any Affiliate thereof, may also be an employee or be retained as an agent of the Company. The existence of these relationships and acting in such capacities will not result in the Member (other than the Managing Member) being deemed to be participating in the control of the business of the Company or otherwise affect the limited liability of the Member. Except as specifically provided herein, a Member (other than the Managing Member) shall not, in its capacity as a Member, take part in the operation, management or control of the Company's business, transact any business in the Company's name or have the power to sign documents for or otherwise bind the Company.

(b) The Company shall promptly (but in any event within three business days) notify the Members in writing if, to the Company's knowledge, for any reason, it would be an "investment company" within the meaning of the Investment Company Act of 1940 (the "**Investment Company Act**"), as amended. The Managing Member shall use its reasonable best efforts to ensure that the Company shall not be subject to registration as an investment company pursuant to the Investment Company Act.

Section 8.2 **Voting**.

(a) Meetings of the Members may be called upon the written request of Members holding at least 50% of the outstanding Units. Such request shall state the location of the meeting and the nature of the business to be transacted at the meeting. Written notice of any such meeting shall be given to all Members not less than two Business Days and not more than 30 days prior to the date of such meeting. Members may vote in person, by proxy or by telephone at any meeting of the Members and may waive advance notice of such meeting. Whenever the vote or consent of Members is permitted or required under this Agreement, such vote or consent may be given at a meeting of the Members or may be given in accordance with the procedure prescribed in this Section 8.2. Except as otherwise expressly provided in this Agreement, the affirmative vote of the Members holding a majority of the outstanding Units shall constitute the act of the Members.

(b) Each Member may authorize any Person or Persons to act for it by proxy on all matters in which such Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by such Member or its attorney-in-fact. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it.

(c) Each meeting of Members shall be conducted by an Officer designated by the Managing Member or such other individual Person as the Managing Member deems appropriate.

(d) Any action required or permitted to be taken by the Members may be taken without a meeting if the requisite Members whose approval is necessary consent thereto in writing.

Section 8.3 **Various Capacities**. The Members acknowledge and agree that the Members or their Affiliates will from time to time act in various capacities, including as a Member and as the Company Representative.

Section 8.4 **Investment Opportunities**.

(a) To the fullest extent permitted by applicable law, the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to any Member (other than Members who are officers or employees of the Company, PubCo or any of their respective subsidiaries), any of their respective affiliates (other than the Company, the Managing Member or any of their respective subsidiaries), or any of their respective officers, directors, agents, shareholders, members, and partners (each, a "**Business Opportunities Exempt Party**"). The Company renounces any interest or expectancy of the Company in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to any Business Opportunities Exempt Party. No Business Opportunities Exempt Party who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Company or any of its subsidiaries shall have any duty to communicate or offer such opportunity to the Company. No amendment or repeal of this Section 8.4 shall apply to or have any effect on the liability or alleged liability of any Business Opportunities Exempt Party for or with respect to any opportunities of which any such Business Opportunities Exempt Party becomes aware prior to such amendment or repeal. Any Person purchasing or otherwise acquiring any interest in any Units shall be deemed to have notice of and consented to the provisions of this Section 8.4. Neither the alteration, amendment or repeal of this Section 8.4, nor the adoption of any provision of this Agreement inconsistent with this Section 8.4, shall eliminate or reduce the effect of this Section 8.4 in respect of any business opportunity first identified or any other matter occurring, or any cause of action, suit or claim that, but for this Section 8.4, would accrue or arise, prior to such alteration, amendment, repeal or adoption.

ARTICLE IX

TRANSFERS OF INTERESTS

Section 9.1 **Restrictions on Transfer**.

(a) Except as provided in Section 4.6 or any Transfer by a Member to a Permitted Transferee, no Member shall Transfer all or any portion of its Interest without the Managing Member's prior written consent, which consent shall be granted or withheld in the Managing Member's sole discretion. If, notwithstanding the provisions of this Section 9.1(a), all or any portion of a Member's Interests are Transferred in violation of this Section 9.1(a), involuntarily, by operation of law or otherwise, then without limiting any other rights and remedies available to the other parties under this Agreement or otherwise, the Transferee of such Interest (or portion thereof) shall not be admitted to the Company as a Member or be entitled to any rights as a Member hereunder, and the Transferor will continue to be bound by all obligations hereunder, unless and until the Managing Member consents in writing to such admission, which consent shall be granted or withheld in the Managing Member's sole discretion. Any attempted or purported Transfer of all or a portion of a Member's Interests in violation of this Section 9.1(a) shall be null and void and of no force or effect whatsoever. For the avoidance of doubt, the restrictions on Transfer contained in this Article IX shall not apply to the Transfer of any capital stock of the Managing Member; *provided* that no shares of Class B Common Stock may be Transferred unless a corresponding number of Units are Transferred therewith in accordance with this Agreement.

(b) In addition to any other restrictions on Transfer herein contained, including the provisions of this Article IX, in no event may any Transfer or assignment of Interests by any Member be made (i) to any Person who lacks the legal right, power or capacity to own Interests; (ii) if such Transfer (A) would be considered to be effected on or through an "established securities market" or a "secondary market or the substantial equivalent thereof," as such terms are used in Treasury Regulations Section 1.7704-1, (B) would result in the Company having more than one hundred (100) partners, within the meaning of Treasury Regulations Section 1.7704-1(h)(1) (determined taking into account the rules of Treasury Regulations Section 1.7704-1(h)(3)), or (C) would cause the Company to be treated as a "publicly traded partnership" within the meaning of Section 7704 of the Code or a successor provision or to be taxed as a corporation pursuant to the Code or successor of the Code; (iii) if such Transfer would cause the Company to become, with respect to any employee benefit plan subject to Title I of ERISA, a "party-in-interest" (as defined in Section 3(14) of ERISA) or a "disqualified person" (as defined in Section 4975(e)(2) of the Code); (iv) if such Transfer would, in the opinion of counsel to the Company, cause any portion of the assets of the Company to constitute assets of any employee benefit plan pursuant to the Plan Asset Regulations or otherwise cause the Company to be subject to regulation under ERISA; (v) if such Transfer requires the registration of such Interests, pursuant to any applicable U.S. federal or state securities Laws; or (vi) if such Transfer subjects the Company to regulation under the Investment Company Act or the Investment Advisors Act of 1940, each as amended (or any succeeding law). Any attempted or purported Transfer of all or a portion of a Member's Interests in violation of this Section 9.1(b) shall be null and void and of no force or effect whatsoever.

Section 9.2 **Notice of Transfer**. Other than in connection with Transfers made pursuant to Section 4.6, each Member shall, after complying with the provisions of this Agreement, but in any event no later than three Business Days following any Transfer of Interests, give written notice to the Company of such Transfer. Each such notice shall describe the manner and circumstances of the Transfer.

Section 9.3 **Transferee Members**. A Transferee of Interests pursuant to this Article IX shall have the right to become a Member only if (i) the requirements of this Article IX are met, (ii) such Transferee executes an instrument reasonably satisfactory to the Managing Member agreeing to be bound by the terms and provisions of this Agreement and assuming all of the Transferor's then existing and future Liabilities arising under or relating to this Agreement, (iii) such Transferee represents that the Transfer was made in accordance with all applicable securities Laws, (iv) the Transferor or Transferee shall have reimbursed the Company for all reasonable expenses (including attorneys' fees and expenses) of any Transfer or proposed Transfer of a Member's Interest, whether or not consummated and (v) if such Transferee or his or her spouse is a resident of a community property jurisdiction, then such Transferee's spouse shall also execute an instrument reasonably satisfactory to the Managing Member agreeing to be bound by the terms and provisions of this Agreement to the extent of his or her community property or quasi-community property interest, if any, in such Member's Interest. Unless agreed to in writing by the Managing Member, the admission of a Member shall not result in the release of the Transferor from any Liability that the Transferor may have to each remaining Member or to the Company under this Agreement or any other Contract between the Managing Member, the Company or any of its Subsidiaries, on the one hand, and such Transferor or any of its Affiliates, on the other hand. Written notice of the admission of a Member shall be sent promptly by the Company to each remaining Member. Notwithstanding anything to the contrary in this Section 9.3, and except as otherwise provided in this Agreement, following a Transfer by one or more Members (or a transferee of the type described in this sentence) to a Permitted Transferee of all or substantially all of their Interests, such transferee shall succeed to all of the rights of such Member(s) under this Agreement.

Section 9.4 **Legend**. Each certificate representing a Unit, if any, will be stamped or otherwise imprinted with a legend in substantially the following form: "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933.

THESE SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SUCH ACT.

THE TRANSFER AND VOTING OF THESE SECURITIES IS SUBJECT TO THE CONDITIONS SPECIFIED IN THE FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF SOLARIS MIDSTREAM HOLDINGS, LLC DATED AS OF [●], 2021 AMONG THE MEMBERS LISTED THEREIN, AS IT MAY BE AMENDED, SUPPLEMENTED AND/OR RESTATED FROM TIME TO TIME, AND NO TRANSFER OF THESE SECURITIES WILL BE VALID OR EFFECTIVE UNTIL SUCH CONDITIONS HAVE BEEN FULFILLED. COPIES OF SUCH AGREEMENT MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE ISSUER OF SUCH SECURITIES."

ARTICLE X

ACCOUNTING

Section 10.1 **Books of Account**. The Company shall, and shall cause each Subsidiary to, maintain true books and records of account in which full and correct entries shall be made of all its business transactions pursuant to a system of accounting established and administered in accordance with GAAP, and shall set aside on its books all such proper accruals and reserves as shall be required under GAAP.

Section 10.2 **Tax Elections**.

(a) The Company and any eligible Subsidiary shall make an election (or continue a previously made election) pursuant to Section 754 of the Code for the taxable year of the Company that includes the date hereof, shall not thereafter revoke such election. In addition, the Company shall make the following elections on the appropriate forms or tax returns:

(i) to adopt the calendar year as the Company's Fiscal Year, if permitted under the Code;

(ii) to adopt the accrual method of accounting for U.S. federal income tax purposes;

(iii) to elect to amortize the organizational expenses of the Company as permitted by Section 709(b) of the Code; and

(iv) any other election the Managing Member may deem appropriate and in the best interests of the Company.

(b) The Company shall not make any election to be an association taxable as a corporation for U.S. federal income tax purposes (including by filing any U.S. Internal Revenue Service Form 8832 that would cause the Company to be taxed as a corporation for U.S. federal income tax purposes).

Section 10.3 **Tax Returns; Information**. The Managing Member shall arrange for the preparation and timely filing of all income and other tax and informational returns of the Company. The Managing Member shall furnish to each Member a copy of each approved return and statement, together with any schedules or other information which each Member may require in connection with such Member's own tax affairs as soon as practicable (but in no event more than 75 days after the end of each Fiscal Year). The Members agree to take all actions reasonably requested by the Company or the Company Representative to comply with Sections 6225 or 6226 of the Code and the obligations of the Company Representative and providing confirmation thereof to the Company Representative.

Section 10.4 **Company Representative**. The Managing Member is specially authorized and appointed to act as the Company Representative and in any similar capacity under state or local Law. The Company Representative may retain, at the Company's expense, such outside counsel, accountants and other professional consultants as it may reasonably deem necessary in the course of fulfilling its obligations as Company Representative. Each Member agrees to cooperate with the Company Representative and to do or refrain from doing any or all things reasonably requested by the Company Representative with respect to the conduct of such proceedings. The Members shall cooperate in good faith in order to minimize the financial burden on the Company of any imputed underpayment under Section 6225 of the Code (or any successor provision), including an election and the furnishing of statements pursuant to Section 6226 of the Code or through the adoption of the procedure established by Section 6225(c) of the Code (or any successor provision).

Section 10.5 **Withholding Tax Payments and Obligations**.

(a) The Company and its Subsidiaries may withhold from distributions, allocations or portions thereof if it is required to do so by any applicable rule, regulation or law, and each Member hereby authorizes the Company and its Subsidiaries to withhold or pay on behalf of or with respect to such Member any amount of taxes that the Managing Member determines, in good faith, that the Company or any of its Subsidiaries is required to withhold or pay with respect to any amount distributable or allocable to such Member pursuant to this Agreement.

(b) To the extent that any tax is paid by (or withheld from amounts payable to) the Company or any of its Subsidiaries and the Managing Member determines, in good faith, that such tax relates to one or more specific Members (including any tax payable by the Company or any of its Subsidiaries pursuant to Section 6225 of the Code with respect to items of income, gain, loss deduction or credit allocable or attributable to such Member), such tax shall be treated as an amount of taxes withheld or paid with respect to such Member pursuant to this Section 10.5.

(c) For all purposes under this Agreement, any amounts withheld or paid with respect to a Member pursuant to this Section 10.5 shall be treated as if distributed to such Member at the time such withholding or payment is made. Further, to the extent that the cumulative amount of such withholding or payment for any period exceeds the distributions to which such Member is entitled for such period, the amount of such excess shall be considered a loan from the Company to such Member, with interest accruing at the Prime Rate in effect from time to time, compounded annually. The Managing Member may, in its discretion, either demand payment of the principal and accrued interest on such demand loan at any time (which payment shall not be deemed a Capital Contribution for purposes of this Agreement), and enforce payment thereof by legal process, or may withhold from one or more distributions to a Member amounts sufficient to satisfy such Member's obligations under any such demand loan.

(d) Neither the Company nor the Managing Member shall be liable for any excess taxes withheld in respect of any Member, and, in the event of overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate Governmental Entity.

(e) Notwithstanding any other provision of this Agreement, (i) any Person who ceases to be a Member shall be treated as a Member for purposes of this Section 10.5 and (ii) the obligations of a Member pursuant to this Section 10.5 shall survive indefinitely with respect to any taxes withheld or paid by the Company that relate to the period during which such Person was actually a Member, regardless of whether such taxes are assessed, withheld or otherwise paid during such period.

ARTICLE XI

DISSOLUTION AND TERMINATION

Section 11.1 **Liquidating Events**. The Company shall dissolve and commence winding up and liquidating upon the first to occur of the following (each, a "Liquidating Event"):

(a) The sale of all or substantially all of the assets of the Company; and

(b) The determination of the Managing Member to dissolve, wind up, and liquidate the Company.

The Members hereby agree that the Company shall not dissolve prior to the occurrence of a Liquidating Event and that no Member shall seek a dissolution of the Company, under Section 18-802 of the Act or otherwise, other than based on the matters set forth in subsections (a) and (b) above. If it is determined by a court of competent jurisdiction that the Company has dissolved prior to the occurrence of a Liquidating Event, the Members hereby agree to continue the business of the Company without a winding up or liquidation. In the event of a dissolution pursuant to Section 11.1(b), the relative economic rights of each class of Units immediately prior to such dissolution shall be preserved to the greatest extent practicable with respect to distributions made to Members pursuant to Section 11.3 in connection with such dissolution, taking into consideration tax and other legal constraints that may adversely affect one or more parties to such dissolution and subject to compliance with applicable laws and regulations, unless, with respect to any class of Units, holders of a majority of the Units of such class consent in writing to a treatment other than as described above.

Section 11.2 **Bankruptcy**. For purposes of this Agreement, the "bankruptcy" of a Member shall mean the occurrence of any of the following: (a) any Governmental Entity shall take possession of any substantial part of the property of that Member or shall assume control over the affairs or operations thereof, or a receiver or trustee shall be appointed, or a writ, order, attachment or garnishment shall be issued with respect to any substantial part thereof, and such possession, assumption of control, appointment, writ or order shall continue for a period of 90 consecutive days; or (b) a Member shall admit in writing of its inability to pay its debts when due, or make an assignment for the benefit of creditors; or apply for or consent to the appointment of any receiver, trustee or similar officer or for all or any substantial part of its property; or shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debts, dissolution, liquidation, or similar proceeding under the Laws of any jurisdiction; or (c) a receiver, trustee or similar officer shall be appointed for such Member or with respect to all or any substantial part of its property without the application or consent of that Member, and such appointment shall continue undischarged or unstayed for a period of 90 consecutive days or any bankruptcy, insolvency, reorganization, arrangements, readjustment of debt, dissolution, liquidation or similar proceedings shall be instituted (by petition, application or otherwise) against that Member and shall remain undismissed for a period of 90 consecutive days.

Section 11.3 **Procedure**.

(a) In the event of the dissolution of the Company for any reason, the Members shall commence to wind up the affairs of the Company and to liquidate the Company's investments; *provided* that if a Member is in bankruptcy or dissolved, another Member, who shall be the Managing Member (**"Winding-Up Member**") shall commence to wind up the affairs of the Company and, subject to Section 11.4(a), such Winding-Up Member shall have full right and unlimited discretion to determine in good faith the time, manner and terms of any sale or sales of the Property or other assets pursuant to such liquidation, having due regard to the activity and condition of the relevant market and general financial and economic conditions. The Members shall continue to share profits, losses and distributions during the period of liquidation in the same manner and proportion as though the Company had not dissolved. The Company shall engage in no further business except as may be necessary, in the reasonable discretion of the Managing Member or the Winding-Up Member, as applicable, to preserve the value of the Company's assets during the period of dissolution and liquidation.

(b) Following the payment of all expenses of liquidation and the allocation of all Profits and Losses as provided in Article V, the proceeds of the liquidation and any other funds of the Company shall be distributed in the following order of priority:

(i) First, to the payment and discharge of all of the Company's debts and Liabilities to creditors (whether third parties or Members), in the order of priority as provided by Law, except any obligations to the Members in respect of their Capital Accounts;

(ii) Second, to set up such cash reserves which the Managing Member reasonably deems necessary for contingent or unforeseen Liabilities or future payments described in Section 11.3(b)(i) (which reserves when they become unnecessary shall be distributed in accordance with the provisions of subsection (iii), below); and

(iii) Third, the balance to the Members, *pro rata* in accordance with the number of Units owned by each Member.

(c) Except as provided in Section 11.4(a), no Member shall have any right to demand or receive property other than cash upon dissolution and termination of the Company.

(d) Upon the completion of the liquidation of the Company and the distribution of all Company funds, the Company shall terminate and the Managing Member or the Winding-Up Member, as the case may be, shall have the authority to execute and record a certificate of cancellation of the Company, as well as any and all other documents required to effectuate the dissolution and termination of the Company.

Section 11.4 **Rights of Members**.

(a) Each Member irrevocably waives any right that it may have to maintain an action for partition with respect to the property of the Company.

(b) Except as otherwise provided in this Agreement, (i) each Member shall look solely to the assets of the Company for the return of its Capital Contributions, and (ii) no Member shall have priority over any other Member as to the return of its Capital Contributions, distributions or allocations.

Section 11.5 **Notices of Dissolution**. In the event a Liquidating Event occurs or an event occurs that would, but for the provisions of Section 11.1, result in a dissolution of the Company, the Company shall, within 30 days thereafter, (a) provide written notice thereof to each of the Members and to all other parties with whom the Company regularly conducts business (as determined in the discretion of the Managing Member), and (b) comply, in a timely manner, with all filing and notice requirements under the Act or any other applicable Law.

Section 11.6 **Reasonable Time for Winding Up**. A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets in order to minimize any losses that might otherwise result from such winding up.

Section 11.7 **No Deficit Restoration**. No Member shall be personally liable for a deficit Capital Account balance of that Member, it being expressly understood that the distribution of liquidation proceeds shall be made solely from existing Company assets.

ARTICLE XII

GENERAL

Section 12.1 **Amendments; Waivers**.

(a) The terms and provisions of this Agreement may be modified or amended (including by means of merger, consolidation or other business combination to which the Company is a party) with the approval of the Managing Member and each Member who at such time holds (together with its Affiliates) at least five percent (5%) of the then outstanding Units; *provided*, *however*, that no amendment or modification to this Agreement may:

(i) be made to this Section 12.1 without the prior written consent of the Managing Member and each of the Members;

(ii) modify the limited liability of any Member, or increase the liabilities or obligations of any Member, in each case, without the consent of each such affected Member; or

(iii) materially alter or change any rights, preferences or privileges of any Interests in a manner that is different, adverse or prejudicial relative to any other Interests, without the approval of a majority in interest of the Members holding the Interests affected in such a different, adverse or prejudicial manner.

(b) Notwithstanding the foregoing subsection (a), the Managing Member, acting alone, may amend this Agreement, including Exhibit A, (i) to reflect the admission of new Members, Transfers of Interests, the issuance of additional Units or Equity Securities, as provided by the terms of this Agreement, and, subject to Section 12.1(a), subdivisions or combinations of Units made in compliance with Section 4.1(g), (ii) to the minimum extent necessary to (A) comply with the provisions of the Bipartisan Budget Act of 2015 and any Treasury Regulations or other administrative pronouncements promulgated thereunder and (B) to administer the effects of such provisions in an equitable manner and (iii) as necessary to avoid the Company being classified as a "publicly traded partnership" within the meaning of Section 7704(b) of the Code.

(c) No waiver of any provision or default under, nor consent to any exception to, the terms of this Agreement or any agreement contemplated hereby shall be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

Section 12.2 **Further Assurances**. Each party agrees that it will from time to time, upon the reasonable request of another party, execute such documents and instruments and take such further action as may be required to accomplish the purposes of this Agreement.

Section 12.3 **Successors and Assigns**. All of the terms and provisions of this Agreement shall be binding upon the parties and their respective executors, administrators, successors and permitted assigns pursuant to the terms hereof. No party may assign its rights hereunder except as herein expressly permitted.

Section 12.4 **Entire Agreement**. This Agreement, together with all Exhibits and Schedules hereto and all other agreements referenced therein and herein, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein and therein.

Section 12.5 **Rights of Members Independent**. The rights available to the Members under this Agreement and at Law shall be deemed to be several and not dependent on each other and each such right accordingly shall be construed as complete in itself and not by reference to any other such right. Any one or more and/or any combination of such rights may be exercised by a Member and/or the Company from time to time and no such exercise shall exhaust the rights or preclude another Member from exercising any one or more of such rights or combination thereof from time to time thereafter or simultaneously.

Section 12.6 **Governing Law**. This Agreement, the legal relations between the parties and any Action, whether contractual or non-contractual, instituted by any party with respect to matters arising under or growing out of or in connection with or in respect of this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to contracts made and performed in such State and without regard to conflicts of law doctrines, except to the extent that certain matters are preempted by federal Law or are governed as a matter of controlling Law by the Law of the jurisdiction of organization of the respective parties.

Section 12.7 **Jurisdiction and Venue**. The parties hereto hereby agree and consent to be subject to the jurisdiction of any federal court of the District of Delaware or the Delaware Court of Chancery over any action, suit or proceeding (a "Legal Action") arising out of or in connection with this Agreement. The parties hereto irrevocably waive the defense of an inconvenient forum to the maintenance of any such Legal Action. Each of the parties hereto further irrevocably consents to the service of process out of any of the aforementioned courts in any such Legal Action by the mailing of copies thereof by registered mail, postage prepaid, to such party at its address set forth in this Agreement, such service of process to be effective upon acknowledgment of receipt of such registered mail. Nothing in this Section 12.7 shall affect the right of any party hereto to serve legal process in any other manner permitted by law.

Section 12.8 **Headings**. The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

Section 12.9 **Counterparts**. This Agreement and any amendment hereto or any other agreement (or document) delivered pursuant hereto may be executed and delivered (including by electronic means) in one or more counterparts and by different parties in separate counterparts. All of such counterparts shall constitute one and the same agreement (or other document) and shall become effective (unless otherwise provided therein) when one or more counterparts have been signed by each party and delivered to the other party.

Section 12.10 **Notices**. Any notice or other communication hereunder must be given in writing and (a) delivered in person, (b) transmitted by facsimile, by telecommunications mechanism or electronically or (c) mailed by certified or registered mail, postage prepaid, receipt requested as follows:

If to the Company or the Managing Member, addressed to it at:

Solaris Midstream Holdings, LLC
9811 Katy Freeway, Suite 700
Houston, TX 77024
Facsimile: (281) 501-3070
Electronic mail: amanda.brock@solariswater.com
Attention: Amanda M. Brock
With copies (which shall not constitute notice) to:

Gibson, Dunn & Crutcher LLP
811 Main Street, Suite 3000
Houston, TX 77002
Facsimile: (346) 718-6602
Electronic mail: hholmes@gibsondunn.com
Attention: Hillary H. Holmes

or to such other address or to such other Person as either party shall have last designated by such notice to the other parties. Each such notice or other communication shall be effective (i) if given by telecommunication or electronically, when transmitted to the applicable number or electronic mail address so specified in (or pursuant to) this Section 12.10 and an appropriate answerback is received or, if transmitted after 4:00 p.m. local time on a Business Day in the jurisdiction to which such notice is sent or at any time on a day that is not a Business Day in the jurisdiction to which such notice is sent, then on the immediately following Business Day, (ii) if given by mail, on the first Business Day in the jurisdiction to which such notice is sent following the date three days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or (iii) if given by any other means, on the Business Day when actually received at such address or, if not received on a Business Day, on the Business Day immediately following such actual receipt.

Section 12.11 **Representation By Counsel; Interpretation**. The parties acknowledge that each party to this Agreement has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of Law, or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived.

Section 12.12 **Severability**. If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any Governmental Entity, the remaining provisions of this Agreement, to the extent permitted by Law shall remain in full force and effect, *provided* that the essential terms and conditions of this Agreement for all parties remain valid, binding and enforceable.

Section 12.13 **Expenses**. Except as otherwise provided in this Agreement, each party shall bear its own expenses in connection with the transactions contemplated by this Agreement.

Section 12.14 **Waiver of Jury Trial**. EACH OF THE COMPANY, THE MEMBERS, THE MANAGING MEMBER AND ANY INDEMNITEES SEEKING REMEDIES HEREUNDER, HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE.

Section 12.15 **No Third Party Beneficiaries**. Except as expressly provided in Sections 7.4 and 10.2, nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies under this Agreement or otherwise create any third party beneficiary hereto.

[Signatures on Next Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Fourth Amended and Restated Limited Liability Company Agreement to be executed as of the day and year first above written.

COMPANY:

SOLARIS MIDSTREAM HOLDINGS, LLC

By: _____
Name:
Title:

Signature Page To
Fourth Amended And Restated Limited Liability Company Agreement Of
Solaris Midstream Holdings, LLC

MEMBERS:

[●]

Signature Page To
Fourth Amended And Restated Limited Liability Company Agreement Of
Solaris Midstream Holdings, LLC

MANAGING MEMBER:

ARIS WATER SOLUTIONS, INC.

By: _____
Name:
Title:

Signature Page To
Fourth Amended And Restated Limited Liability Company Agreement Of
Solaris Midstream Holdings, LLC

EXHIBIT A

Member	[Number of Units Owned][1]	[Closing Date Capital Account Balance][2]
Aris Water Solutions, Inc.	[•]	[•]

1 The Number of Units Owned by each Member (other than PubCo) will be determined within 40 days following the execution of this Agreement as set forth on Annex I hereto, which shall be effective as of the Effective Time.

2 The Closing Date Capital Account Balances will be completed by the Company within 180 calendar days following the execution of this Agreement.

ANNEX I

Exhibit 10.3

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "Agreement") is entered into as of [●], 2021 (the "Effective Date") by and between Aris Water Solutions, Inc., a Delaware corporation (the "Company"), and [●] (the "Indemnitee").

RECITALS

WHEREAS, the Board of Directors (the "Board") has determined that the inability to attract and retain qualified persons as directors and officers is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there shall be adequate certainty of protection through insurance and indemnification against risks of claims and actions against them arising out of their service to and activities on behalf of the Company;

WHEREAS, the Company has adopted provisions in its Bylaws providing for indemnification and advancement of expenses of its directors and officers to the fullest extent authorized by the General Corporation Law of the State of Delaware (the "DGCL"), and the Company wishes to clarify and enhance the rights and obligations of the Company and the Indemnitee with respect to indemnification and advancement of expenses;

WHEREAS, in order to induce and encourage highly experienced and capable persons such as the Indemnitee to serve and continue to serve as directors and officers of the Company and in any other capacity with respect to the Company as the Company may request, and to otherwise promote the desirable end that such persons shall resist what they consider unjustified lawsuits and claims made against them in connection with the good faith performance of their duties to the Company, with the knowledge that certain costs, judgments, penalties, fines, liabilities, and expenses incurred by them in their defense of such litigation are to be borne by the Company and they shall receive appropriate protection against such risks and liabilities, the Board has determined that the following Agreement is reasonable and prudent to promote and ensure the best interests of the Company and its stockholders; and

WHEREAS, the Company desires to have the Indemnitee continue to serve as a director or officer of the Company and in any other capacity with respect to the Company as the Company may request, as the case may be, free from undue concern for unpredictable, inappropriate, or unreasonable legal risks and personal liabilities by reason of the Indemnitee acting in good faith in the performance of the Indemnitee's duty to the Company; and the Indemnitee desires to continue so to serve the Company, provided, and on the express condition, that he or she is furnished with the protections set forth hereinafter.

AGREEMENT

NOW, THEREFORE, in consideration of the Indemnitee's continued service as a director or officer of the Company, the parties hereto agree as follows:

1. Definitions. For purposes of this Agreement:

(a) A "Change in Control" will be deemed to have occurred if, with respect to any particular 24-month period, the individuals who, at the beginning of such 24-month period, constituted the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board;provided, however, that any individual becoming a director subsequent to the beginning of such 24-month period whose election, or nomination for election by the stockholders of the Company, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board.

(b) "Disinterested Director" means a director of the Company who is not or was not a party to the Proceeding in respect of which indemnification is being sought by the Indemnitee.

(c) "Expenses" includes, without limitation, expenses incurred in connection with the defense or settlement of any action, suit, arbitration, alternative dispute resolution mechanism, investigation, inquiry, judicial, administrative, or legislative hearing, or any other threatened, pending, or completed proceeding, whether brought by or in the right of the Company or otherwise, including any and all appeals, whether of a civil, criminal, administrative, legislative, investigative, or other nature, attorneys' fees, witness fees and expenses, fees and expenses of accountants and other advisors, retainers and disbursements and advances thereon, the premium, security for, and other costs relating to any bond (including cost bonds, appraisal bonds, or their equivalents), and any expenses of establishing a right to indemnification or advancement under Sections 9, 11, 13, and 16 hereof, but shall not include the amount of judgments, fines, ERISA excise taxes, or penalties actually levied against the Indemnitee, or any amounts paid in settlement by or on behalf of the Indemnitee.

(d) "Independent Counsel" means a law firm or a member of a law firm that neither is presently nor in the past five years has been retained to represent (i) the Company or the Indemnitee in any matter material to either such party or (ii) any other party to the Proceeding giving rise to a request for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or the Indemnitee in an action to determine the Indemnitee's right to indemnification under this Agreement.

(e) "Proceeding" means any action, suit, arbitration, alternative dispute resolution mechanism, investigation, inquiry, judicial, administrative, or legislative hearing, or any other threatened, pending, or completed proceeding, whether brought by or in the right of the Company or otherwise, including any and all appeals, whether of a civil, criminal, administrative, legislative, investigative, or other nature, to which the Indemnitee was or is a party or is threatened to be made a party or is otherwise involved in by reason of the fact that the Indemnitee is or was a director, officer, employee, agent, or trustee of the Company or while a director, officer, employee, agent, or trustee of the Company is or was serving at the request of the Company as a director, officer, employee, agent, or trustee of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to an employee benefit plan, or by reason of anything done or not done by the Indemnitee in any such capacity, whether or not the Indemnitee is serving in such capacity at the time any expense, liability, or loss is incurred for which indemnification or advancement can be provided under this Agreement.

2. Service by the Indemnitee. The Indemnitee shall serve and/or continue to serve as a director or officer of the Company faithfully and to the best of the Indemnitee's ability so long as the Indemnitee is duly elected or appointed and until such time as the Indemnitee's successor is elected and qualified or the Indemnitee is removed as permitted by applicable law or tenders a resignation in writing.

3. Indemnification and Advancement of Expenses. The Company shall indemnify and hold harmless the Indemnitee, and shall pay to the Indemnitee in advance of the final disposition of any Proceeding all Expenses incurred by the Indemnitee in defending any such Proceeding, to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended, all on the terms and conditions set forth in this Agreement. Without diminishing the scope of the rights provided by this Section, the rights of the Indemnitee to indemnification and advancement of Expenses provided hereunder shall include but shall not be limited to those rights hereinafter set forth, except that no indemnification or advancement of Expenses shall be paid to the Indemnitee:

(a) to the extent expressly prohibited by applicable law or the Bylaws of the Company;

(b) for and to the extent that payment is actually made to the Indemnitee under a valid and collectible insurance policy or under a valid and enforceable indemnity clause, provision of the certificate of incorporation or bylaws, or agreement of the Company or any other company or other enterprise (and the Indemnitee shall reimburse the Company for any amounts paid by the Company and subsequently so recovered by the Indemnitee), except with respect to any excess beyond the amount actually paid to the Indemnitee under any insurance policy, provision of the certificate of incorporation or bylaws, or other agreement; or

(c) in connection with an action, suit, or proceeding, or part thereof voluntarily initiated by the Indemnitee (including claims and counterclaims, whether such counterclaims are asserted by (i) the Indemnitee, or (ii) the Company in an action, suit, or proceeding initiated by the Indemnitee), except a judicial proceeding or arbitration pursuant to Section 11 to enforce rights under this Agreement, unless the action, suit, or proceeding, or part thereof, was authorized or ratified by the Board of Directors of the Company or the Board of Directors otherwise determines that indemnification or advancement of Expenses is appropriate.

4. Action or Proceedings Other than an Action by or in the Right of the Company. Except as limited by Section 3 above, the Indemnitee shall be entitled to the indemnification rights provided in this Section if the Indemnitee was or is a party or is threatened to be made a party to, or was or is otherwise involved in, any Proceeding (other than an action by or in the right of the Company) by reason of the fact that the Indemnitee is or was a director, officer, employee, agent, or trustee of the Company or while a director, officer, employee, agent, or trustee of the Company is or was serving at the request of the Company as a director, officer, employee, agent, or trustee of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to an employee benefit plan, or by reason of anything done or not done by the Indemnitee in any such capacity. Pursuant to this Section, the Indemnitee shall be indemnified against all expense, liability, and loss (including judgments, fines, ERISA excise taxes, penalties, amounts paid in settlement by or on behalf of the Indemnitee, and Expenses) actually and reasonably incurred by the Indemnitee in connection with such Proceeding, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe his or her conduct was unlawful.

5. Indemnity in Proceedings by or in the Right of the Company. Except as limited by Section 3 above, the Indemnitee shall be entitled to the indemnification rights provided in this Section if the Indemnitee was or is a party or is threatened to be made a party to, or was or is otherwise involved in, any Proceeding brought by or in the right of the Company to procure a judgment in its favor by reason of the fact that the Indemnitee is or was a director, officer, employee, agent, or trustee of the Company or while a director, officer, employee, agent, or trustee of the Company is or was serving at the request of the Company as a director, officer, employee, agent, or trustee of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to an employee benefit plan, or by reason of anything done or not done by the Indemnitee in any such capacity. Pursuant to this Section, the Indemnitee shall be indemnified against all expense, liability, and loss (including judgments, fines, ERISA excise taxes, penalties, amounts paid in settlement by or on behalf of the Indemnitee, and Expenses) actually and reasonably incurred by the Indemnitee in connection with such Proceeding if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, that no such indemnification shall be made in respect of any claim, issue, or matter as to which the DGCL expressly prohibits such indemnification by reason of any adjudication of liability of the Indemnitee to the Company, unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the Indemnitee is entitled to indemnification for such expense, liability, and loss as such court shall deem proper.

6. Indemnification for Costs, Charges, and Expenses of Successful Party. Notwithstanding any limitations of Sections 3(c), 4 and 5 above, to the extent that the Indemnitee has been successful, on the merits or otherwise, in whole or in part, in defense of any Proceeding, or in defense of any claim, issue, or matter therein, including, without limitation, the dismissal of any action without prejudice, or if it is ultimately determined, by final judicial decision of a court of competent jurisdiction from which there is no further right to appeal, that the Indemnitee is otherwise entitled to be indemnified against Expenses, the Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee in connection therewith.

7. Partial Indemnification. If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the expense, liability, and loss (including judgments, fines, ERISA excise taxes, penalties, amounts paid in settlement by or on behalf of the Indemnitee, and Expenses) actually and reasonably incurred in connection with any Proceeding, or in connection with any judicial proceeding or arbitration pursuant to Section 11 to enforce rights under this Agreement, but not, however, for all of the total amount thereof, the Company shall nevertheless indemnify the Indemnitee for the portion of such expense, liability, and loss actually and reasonably incurred to which the Indemnitee is entitled.

8. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the maximum extent permitted by the DGCL, the Indemnitee shall be entitled to indemnification against all Expenses actually and reasonably incurred by the Indemnitee or on the Indemnitee's behalf if the Indemnitee appears as a witness or otherwise incurs legal expenses as a result of or related to the Indemnitee's service as a director or officer of the Company, in any threatened, pending, or completed action, suit, arbitration, alternative dispute resolution mechanism, investigation, inquiry, judicial, administrative, or legislative hearing, or any other threatened, pending, or completed proceeding, whether of a civil, criminal, administrative, legislative, investigative, or other nature, to which the Indemnitee neither is, nor is threatened to be made, a party.

9. Determination of Entitlement to Indemnification. To receive indemnification under this Agreement, the Indemnitee shall submit a written request to the Secretary of the Company. Such request shall include documentation or information that is necessary for such determination and is reasonably available to the Indemnitee. Upon receipt by the Secretary of the Company of a written request by the Indemnitee for indemnification, the entitlement of the Indemnitee to indemnification, to the extent not required pursuant to the terms of Section 6 or Section 8 of this Agreement, shall be determined by the following person or persons who shall be empowered to make such determination (as selected by the Board of Directors, except with respect to Section 9(e) below): (a) the Board of Directors of the Company by a majority vote of Disinterested Directors, whether or not such majority constitutes a quorum; (b) a committee of Disinterested Directors designated by a majority vote of such directors, whether or not such majority constitutes a quorum; (c) if there are no Disinterested Directors, or if the Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the Indemnitee; (d) the stockholders of the Company; or (e) in the event that a Change in Control has occurred, by Independent Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the Indemnitee. Such Independent Counsel shall be selected by the Board of Directors and approved by the Indemnitee, except that in the event that a Change in Control has occurred, Independent Counsel shall be selected by the Indemnitee. Upon failure of the Board of Directors so to select such Independent Counsel or upon failure of the Indemnitee so to approve (or so to select, in the event a Change in Control has occurred), such Independent Counsel shall be selected upon application to a court of competent jurisdiction. The determination of entitlement to indemnification shall be made and, unless a contrary determination is made, such indemnification shall be paid in full by the Company not later than 60 calendar days after receipt by the Secretary of the Company of a written request for indemnification. If the person making such determination shall determine that the Indemnitee is entitled to indemnification as to part (but not all) of the application for indemnification, such person shall reasonably prorate such partial indemnification among the claims, issues, or matters at issue at the time of the determination.

10. Presumptions and Effect of Certain Proceedings. The Secretary of the Company shall, promptly upon receipt of the Indemnitee's written request for indemnification, advise in writing the Board of Directors or such other person or persons empowered to make the determination as provided in Section 9 that the Indemnitee has made such request for indemnification. Upon making such request for indemnification, the Indemnitee shall be presumed to be entitled to indemnification hereunder and the Company shall have the burden of proof in making any determination contrary to such presumption. If the person or persons so empowered to make such determination shall have failed to make the requested determination with respect to indemnification within 60 calendar days after receipt by the Secretary of the Company of such request, a requisite determination of entitlement to indemnification shall be deemed to have been made and the Indemnitee shall be absolutely entitled to such indemnification, absent actual fraud in the request for indemnification. The termination of any Proceeding described in Sections 4 or 5 by judgment, order, settlement, or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself (a) create a presumption that the Indemnitee did not act in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had reasonable cause to believe his or her conduct was unlawful or (b) otherwise adversely affect the rights of the Indemnitee to indemnification except as may be provided herein.

11. Remedies of the Indemnitee in Cases of Determination Not to Indemnify or to Advance Expenses; Right to Bring Suit In the event that a determination is made that the Indemnitee is not entitled to indemnification hereunder or if payment is not timely made following a determination of entitlement to indemnification pursuant to Sections 9 and 10, or if an advancement of Expenses is not timely made pursuant to Section 16, the Indemnitee may at any time thereafter bring suit against the Company seeking an adjudication of entitlement to such indemnification or advancement of Expenses, and any such suit shall be brought in the Court of Chancery of the State of Delaware. Alternatively, the Indemnitee at the Indemnitee's option may seek an award in an arbitration to be conducted by a single arbitrator in the State of Delaware pursuant to the rules of the American Arbitration Association, such award to be made within 60 calendar days following the filing of the demand for arbitration. The Company shall not oppose the Indemnitee's right to seek any such adjudication or award in arbitration. In any suit or arbitration brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit or arbitration brought by the Indemnitee to enforce a right to an advancement of Expenses), it shall be a defense that the Indemnitee has not met any applicable standard of conduct for indemnification set forth in the DGCL, including the standard described in Section 4 or 5, as applicable. Further, in any suit brought by the Company to recover an advancement of Expenses pursuant to the terms of an undertaking, the Company shall be entitled to recover such Expenses upon a final judicial decision of a court of competent jurisdiction from which there is no further right to appeal that the Indemnitee has not met the standard of conduct described above. Neither the failure of the Company (including the Disinterested Directors, a committee of Disinterested Directors, Independent Counsel, or its stockholders) to have made a determination prior to the commencement of such suit or arbitration that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the standard of conduct described above, nor an actual determination by the Company (including the Disinterested Directors, a committee of Disinterested Directors, Independent Counsel, or its stockholders) that the Indemnitee has not met the standard of conduct described above shall create a presumption that the Indemnitee has not met the standard of conduct described above, or, in the case of such a suit brought by the Indemnitee, be a defense to such suit. In any suit brought by the Indemnitee to enforce a right to indemnification or to an advancement of Expenses hereunder, or brought by the Company to recover an advancement of Expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Section 11 or otherwise shall be on the Company. If a determination is made or deemed to have been made pursuant to the terms of Section 9 or 10 that the Indemnitee is entitled to indemnification, the Company shall be bound by such determination and is precluded from asserting that such determination has not been made or that the procedure by which such determination was made is not valid, binding, and enforceable. The Company further agrees to stipulate in any court or before any arbitrator pursuant to this Section 11 that the Company is bound by all the provisions of this Agreement and is precluded from making any assertions to the contrary. If the court or arbitrator shall determine that the Indemnitee is entitled to any indemnification or advancement of Expenses hereunder, the Company shall pay all Expenses actually and reasonably incurred by the Indemnitee in connection with such adjudication or award in arbitration (including, but not limited to, any appellate proceedings) to the fullest extent permitted by law, and in any suit brought by the Company to recover an advancement of Expenses pursuant to the terms of an undertaking, the Company shall pay all Expenses actually and reasonably incurred by the Indemnitee in connection with such suit to the extent the Indemnitee has been successful, on the merits or otherwise, in whole or in part, in defense of such suit, to the fullest extent permitted by law.

12. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of Expenses provided by this Agreement shall not be deemed exclusive of any other right that the Indemnitee may now or hereafter acquire under any applicable law, agreement, vote of stockholders or Disinterested Directors, provisions of a charter or bylaws (including the Certificate of Incorporation or Bylaws of the Company), or otherwise.

13. Expenses to Enforce Agreement. In the event that the Indemnitee is subject to or intervenes in any action, suit, or proceeding in which the validity or enforceability of this Agreement is at issue or seeks an adjudication or award in arbitration to enforce the Indemnitee's rights under, or to recover damages for breach of, this Agreement, the Indemnitee, if the Indemnitee prevails in whole or in part in such action, suit, or proceeding, shall be entitled to recover from the Company and shall be indemnified by the Company against any Expenses actually and reasonably incurred by the Indemnitee in connection therewith.

14. Continuation of Indemnity. All agreements and obligations of the Company contained herein shall continue during the period the Indemnitee is a director, officer, employee, agent, or trustee of the Company or while a director, officer, employee, agent, or trustee is serving at the request of the Company as a director, officer, employee, agent, or trustee of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to an employee benefit plan, and shall continue thereafter with respect to any possible claims based on the fact that the Indemnitee was a director, officer, employee, agent, or trustee of the Company or was serving at the request of the Company as a director, officer, employee, agent, or trustee of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to an employee benefit plan. This Agreement shall be binding upon all successors and assigns of the Company (including any transferee of all or substantially all of its assets and any successor by merger or operation of law) and shall inure to the benefit of the Indemnitee's heirs, executors, and administrators.

15. Notification and Defense of Proceeding. Promptly after receipt by the Indemnitee of notice of any Proceeding, the Indemnitee shall, if a request for indemnification or an advancement of Expenses in respect thereof is to be made against the Company under this Agreement, notify the Company in writing of the commencement thereof; but the omission so to notify the Company shall not relieve it from any liability that it may have to the Indemnitee. Notwithstanding any other provision of this Agreement, with respect to any such Proceeding of which the Indemnitee notifies the Company:

(a) The Company shall be entitled to participate therein at its own expense;

(b) Except as otherwise provided in this Section 15(b), to the extent that it may wish, the Company, jointly with any other indemnifying party similarly notified, shall be entitled to assume the defense thereof, with counsel satisfactory to the Indemnitee. After notice from the Company to the Indemnitee of its election so to assume the defense thereof, the Company shall not be liable to the Indemnitee under this Agreement for any expenses of counsel subsequently incurred by the Indemnitee in connection with the defense thereof except as otherwise provided below. The Indemnitee shall have the right to employ the Indemnitee's own counsel in such Proceeding, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of the Indemnitee unless (i) the employment of counsel by the Indemnitee has been authorized by the Company, (ii) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee in the conduct of the defense of such Proceeding, or (iii) the Company shall not within 60 calendar days of receipt of notice from the Indemnitee in fact have employed counsel to assume the defense of the Proceeding, in each of which cases the fees and expenses of the Indemnitee's counsel shall be at the expense of the Company. The Company shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Company or as to which the Indemnitee shall have made the conclusion provided for in (ii) above; and

(c) Notwithstanding any other provision of this Agreement, the Company shall not be liable to indemnify the Indemnitee under this Agreement for any amounts paid in settlement of any Proceeding effected without the Company's written consent, or for any judicial or other award, if the Company was not given an opportunity, in accordance with this Section 15, to participate in the defense of such Proceeding. The Company shall not settle any Proceeding in any manner that would impose any penalty or limitation on or disclosure obligation with respect to the Indemnitee, or that would directly or indirectly constitute or impose any admission or acknowledgment of fault or culpability with respect to the Indemnitee, without the Indemnitee's written consent. Neither the Company nor the Indemnitee shall unreasonably withhold its consent to any proposed settlement.

16. Advancement of Expenses. All Expenses incurred by the Indemnitee in defending any Proceeding described in Section 4 or 5 shall be paid by the Company in advance of the final disposition of such Proceeding at the request of the Indemnitee. The Indemnitee's right to advancement shall not be subject to the satisfaction of any standard of conduct and advances shall be made without regard to the Indemnitee's ultimate entitlement to indemnification under the provisions of this Agreement or otherwise. To receive an advancement of Expenses under this Agreement, the Indemnitee shall submit a written request to the Secretary of the Company. Such request shall reasonably evidence the Expenses incurred by the Indemnitee and shall include or be accompanied by an undertaking, by or on behalf of the Indemnitee, to repay all amounts so advanced if it shall ultimately be determined, by final judicial decision of a court of competent jurisdiction from which there is no further right to appeal, that the Indemnitee is not entitled to be indemnified for such Expenses by the Company as provided by this Agreement or otherwise. The Indemnitee's undertaking to repay any such amounts is not required to be secured. Each such advancement of Expenses shall be made within 20 calendar days after the receipt by the Secretary of the Company of such written request. The Indemnitee's entitlement to Expenses under this Agreement shall include those incurred in connection with any action, suit, or proceeding by the Indemnitee seeking an adjudication or award in arbitration pursuant to Section 11 of this Agreement (including the enforcement of this provision) to the extent the court or arbitrator shall determine that the Indemnitee is entitled to an advancement of Expenses hereunder.

17. Severability; Prior Indemnification Agreements. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law (a) the validity, legality, and enforceability of such provision in any other circumstance and of the remaining provisions of this Agreement (including, without limitation, all portions of any paragraphs of this Agreement containing any such provision held to be invalid, illegal, or unenforceable, that are not by themselves invalid, illegal, or unenforceable) and the application of such provision to other persons or entities or circumstances shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal, or unenforceable, that are not themselves invalid, illegal, or unenforceable) shall be construed so as to give effect to the intent of the parties that the Company provide protection to the Indemnitee to the fullest extent set forth in this Agreement. This Agreement shall supersede and replace any prior indemnification agreements entered into by and between the Company and the Indemnitee and any such prior agreements shall be terminated upon execution of this Agreement.

18. Headings; References; Pronouns. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof. References herein to section numbers are to sections of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the singular or plural as appropriate.

19. Other Provisions.

(a) This Agreement and all disputes or controversies arising out of or related to this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of conflicts of laws principles of the State of Delaware.

(b) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

(c) This Agreement shall not be deemed an employment contract between the Company and any Indemnitee who is an officer of the Company, and, if the Indemnitee is an officer of the Company, the Indemnitee specifically acknowledges that the Indemnitee may be discharged at any time for any reason, with or without cause, and with or without severance compensation, except as may be otherwise provided in a separate written contract between the Indemnitee and the Company.

(d) In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee (excluding insurance obtained on the Indemnitee's own behalf), and the Indemnitee shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

(e) This Agreement may not be amended, modified, or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof, and no single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, shall preclude any other or further exercise thereof or the exercise of any other right or power.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Company and the Indemnitee have caused this Agreement to be executed as of the date first written above.

ARIS WATER SOLUTIONS, INC.

By: _____
Name:
Title:

_____
Indemnitee

Exhibit 10.6

January 29, 2021

William A. Zartler

RE: Modification of Profits Units Agreement

Dear Bill:

You have been employed by Solaris Midstream Holdings, LLC and its affiliates (the "Company") since January 1, 2015. As part of your compensation package, you entered into a certain Profits Units Grant Agreement dated September 21, 2016, ("Grant Agreement") by and between you, Solaris Midstream Investment, LLC ("SMI"), and the Company, as the beneficiary pursuant to which you were granted Beneficiary Class B and/or Beneficiary Class C Units (as defined in the Grant Agreements). As of the date of this letter, 60% of your Profits Units are vested under the Profits Units Grant Agreement. Your remaining Profits Units will vest as set forth in the Grant Agreement.

We are pleased to inform you that the Board of Directors of the Company and SMI have agreed to make certain changes to the Grant Agreements; and the Company wishes to set forth the terms of a separation plan that will be available to you as outlined in this Letter Agreement ("Letter Agreement")

Definitions: Capitalized terms used in this Letter Agreement ("Letter Agreement") but not defined herein, shall have the meanings ascribed thereto in your most recently executed Grant Agreement.

Effective Date: The effective date of this Letter Agreement is February 1, 2021 (the "Effective Date").

Separation of Employment:

1. Should you voluntarily resign your position with the Company or otherwise cease to provide services to the Company, except for Termination with or without Cause, death or Disability, or for Good Reason:
    a. As set forth in the Grant Agreement your Unvested Profits Units and Vested Profits Units will be forfeited.
    b. Your non-competition, non-solicitation of customers and employee's agreement set forth in Section 4 (a) (ii) of the Grant Agreements ("Non-Compete") will be reduced from a period of eighteen (18) months, to a period of twelve (12) months from and after your Termination Date, and
    c. All other applicable terms related to your separation from the Company and termination of your employment shall remain the same.

2. If you are terminated by the Company for Cause, all the applicable terms of the Grant Agreements shall remain the same and in full force and effect and you will receive no additional compensation under this Letter Agreement.

3. If you cease to provide services to the company by reason of death or Disability, the terms of your Grant Agreements will remain in effect.

4. If you are terminated by the Company for any reason except for Cause, then you may elect, one of the following options:
    a. Option 1
        i. You will be paid twelve (12) months of your base salary upon termination ("Severance Payment")
        ii. All other terms of the Grant Agreements shall remain in effect, provided, your Non-Compete will be for a period of twelve (12) months from your Termination Date, or

    b. Option 2
        i. You can elect to forgo your Severance Payment in which event, the terms of the Grant Agreements shall remain in effect with the following exceptions:
            1. Your Non-Compete will be reduced to a period of six (6) months, and
            2. All your Vested and Unvested Profits Units will be forfeited.

5. In the event a Monetization Event, occurs, and if within nine (9) months following a Monetization Event you are terminated for any reason except Cause, Option 1 in paragraph 4 above will apply.

6. Any election under this section must be made in writing to the Company's Chief Executive Officer within ten (10) days of your Termination Date. If you do not make an election within that time, Option 1 in paragraph 4 above will apply.

7. You may be required to execute a general release of claims against the Company and SMI in exchange for any payments you receive under this provision.

Governing Law: This Letter Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without giving effect to the choice of law principles thereof).

Entire Agreement: Except as specifically set forth herein, this Letter Agreement does not supersede any other representations or promises made to you by anyone, whether oral or written, relating to your employment with the Company and it can only be modified in a written agreement signed by you and the Chief Executive Officer of the Company or SMI (or their express designee).

***** Signature Page to Follow *****

If you accept the terms of this Letter Agreement relating to severance and the Non-Compete, the terms described in this Letter Agreement constitute the complete agreement of changes to the terms of your employment with the Company.

Sincerely,

/s/ Amanda Brock

Amanda Brock
President & Chief Operating Officer
Solaris Water Midstream

Acknowledged and Agreed as of

this 2 day of February 2021:

/s/ William Zartler
William Zartler

Exhibit 10.7

January 29, 2021

Amanda Brock

RE: Modification of Profits Units Agreements

Dear Amanda:

You have been employed by Solaris Midstream Holdings, LLC and its affiliates (the "Company") since October 2, 2017. As part of your compensation package, you entered into certain Profits Units Grant Agreements dated September 8, 2017, and March 7, 2019, ("Grant Agreements") by and between you, Solaris Midstream Investment, LLC ("SMI"), and the Company, as the beneficiary pursuant to which you were granted Beneficiary Class B and/or Beneficiary Class C Units (as defined in the Grant Agreements). As of the date of this letter, 60% of your Profits Units are vested under the September 8, 2017 Profits Units Grant Agreement and 20% are vested under the March 7, 2019 Profits Units Grant Agreement. Your remaining Profits Units will vest as set forth in their respective Grant Agreements.

We are pleased to inform you that the Board of Directors of the Company and SMI have agreed to make certain changes to the Grant Agreements; and the Company wishes to set forth the terms of a separation plan that will be available to you as outlined in this Letter Agreement ("Letter Agreement")

Definitions: Capitalized terms used in this Letter Agreement ("Letter Agreement") but not defined herein, shall have the meanings ascribed thereto in your most recently executed Grant Agreement.

Effective Date: The effective date of this Letter Agreement is February 1, 2021 (the "Effective Date").

Separation of Employment:

1. Should you voluntarily resign your position with the Company or otherwise cease to provide services to the Company, except for Termination with or without Cause, death or Disability, or for Good Reason:
    a. As set forth in the Grant Agreement your Unvested Profits Units and Vested Profits Units will be forfeited.
    b. Your non-competition, non-solicitation of customers and employee's agreement set forth in Section 4 (a) (ii) of the Grant Agreements ("Non-Compete") will be reduced from a period of eighteen (18) months, to a period of twelve (12) months from and after your Termination Date, and
    c. All other applicable terms related to your separation from the Company and termination of your employment shall remain the same.

2. If you are terminated by the Company for Cause, all the applicable terms of the Grant Agreements shall remain the same and in full force and effect and you will receive no additional compensation under this Letter Agreement.

3. If you cease to provide services to the company by reason of death or Disability, the terms of your Grant Agreements will remain in effect.

4. If you are terminated by the Company for any reason except for Cause, then you may elect, one of the following options:
    a. Option 1
        i. You will be paid twelve (12) months of your base salary upon termination ("Severance Payment")
        ii. All other terms of the Grant Agreements shall remain in effect, provided, your Non-Compete will be for a period of twelve (12) months from your Termination Date, or

    b. Option 2
        i. You can elect to forgo your Severance Payment in which event, the terms of the Grant Agreements shall remain in effect with the following exceptions:
            1. Your Non-Compete will be reduced to a period of six (6) months, and
            2. All your Vested and Unvested Profits Units will be forfeited.

5. In the event a Monetization Event, occurs, and if within nine (9) months following a Monetization Event you are terminated for any reason except Cause, Option 1 in paragraph 4 above will apply.

6. Any election under this section must be made in writing to the Company's Chief Executive Officer within ten (10) days of your Termination Date. If you do not make an election within that time, Option 1 in paragraph 4 above will apply.

7. You may be required to execute a general release of claims against the Company and SMI in exchange for any payments you receive under this provision.

Governing Law: This Letter Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without giving effect to the choice of law principles thereof).

Entire Agreement: Except as specifically set forth herein, this Letter Agreement does not supersede any other representations or promises made to you by anyone, whether oral or written, relating to your employment with the Company and it can only be modified in a written agreement signed by you and the Chief Executive Officer of the Company or SMI (or their express designee).

***** Signature Page to Follow *****

If you accept the terms of this Letter Agreement relating to severance and the Non-Compete, the terms described in this Letter Agreement constitute the complete agreement of changes to the terms of your employment with the Company.

Sincerely,

/s/ William Zartler

William Zartler
Chief Executive Officer
Solaris Water Midstream

Acknowledged and Agreed as of

this 1 day of February 2021:

/s/ Amanda Brock
Amanda Brock

Exhibit 10.8

Execution Version

CERTAIN CONFIDENTIAL PORTIONS OF THIS EXHIBIT HAVE BEEN OMITTED AND REPLACED WITH "[***]". SUCH IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) THE TYPE OF INFORMATION THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL.

AMENDED AND RESTATED WATER GATHERING AND DISPOSAL AGREEMENT

This Amended and Restated Water Gathering and Disposal Agreement (this "Agreement") is made and entered as of June 11, 2020 (the "Effective Date"), by and between Solaris Midstream DB-NM, LLC, a Delaware limited liability company ("Gatherer"), COG Operating LLC, a Delaware limited liability company ("COG"), COG Production LLC, a Texas limited liability company ("COGP"), Concho Oil & Gas LLC, a Delaware limited liability company ("CO&G"), and COG Acreage LP, a Texas limited partnership ("COGA", and with COG, COGP and CO&G collectively herein referred to in the singular as "Producer"). Gatherer and Producer are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

BACKGROUND

A. Gatherer and COG executed an Agreement dated December 28, 2016 for Gatherer's transfer and disposal of Produced Water from Producer's oil and gas wells in certain areas of Eddy County, New Mexico (hereinafter called the "Original Agreement"), as well as a Salt Water Disposal Agreement, effective as of October 19, 2018, for interruptible disposal services at certain salt water disposal wells owned by Gatherer in Eddy County, New Mexico (hereinafter called the "Interruptible Agreement");

B. The Parties executed a Water Gathering and Disposal Agreement dated July 30, 2019 for Gatherer's gathering and disposal of Produced Water from Producer's oil and gas wells in certain areas of Eddy County, New Mexico (hereinafter called the "Existing Agreement");

C. With the exception of certain provisions that survived the termination of the Original Agreement and the Interruptible Agreement as detailed in Section 9.2, the Original Agreement and the Interruptible Agreement were replaced and superseded in their entirety with the Existing Agreement;

D. The Parties desire to amend and restate the Existing Agreement in its entirety with this Agreement to, among other things, include the gathering and disposal of Produced Water from Producer's oil and gas wells in certain areas of Lea County, New Mexico;

E. Producer produces Produced Water and other fluids related to the production of hydrocarbons from certain oil and gas leases located in Eddy County and Lea County, New Mexico and Culberson County and Reeves County, Texas;

F. Gatherer, or an Affiliate thereof, owns and/or operates, or will own and/or operate, certain Produced Water gathering pipelines, disposal wells, and related facilities in New Mexico and Texas, and which Produced Water pipelines are or will be connected to certain Third Party disposal wells in New Mexico and Texas;

G. Producer desires to deliver Produced Water to Gatherer, and Gatherer desires to perform the Services hereunder for such Produced Water; and

H. Gatherer, in consideration of Producer's commitment to deliver its Produced Water to Gatherer for the Services hereunder, commits to build out its pipeline and gathering and disposal facilities to connect the Dedicated Interests to the System.

AGREEMENT

In consideration of the premises and of the mutual covenants in this Agreement, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, Gatherer and Producer agree as follows:

ARTICLE I
DEFINITIONS

Capitalized terms used herein but not defined herein shall have the meanings given in Exhibit A, General Terms and Conditions ("GTC"), attached to and made a part of this Agreement for all purposes.

ARTICLE II
DEDICATION

Section 2.1 Dedication. Beginning on the Effective Date and continuing through the Term, subject to the provisions of this Agreement (including Producer's Reservations), Producer does and will cause its Affiliates to: (i) dedicate to Gatherer for the performance of this Agreement all of the Dedicated Leases, whether now owned or hereafter acquired, as well as all of Producer's and its Affiliates' interests in Produced Water produced from the Dedicated Wells (including any and all rights or obligations necessary for the performance of the Produced Water gathering and disposal Services hereunder arising under the Dedicated Leases), and Produced Water that is attributable to the interests in those Dedicated Wells owned by working interest, royalty and overriding royalty owners other than Producer or any of its Affiliates that is not taken "in-kind" by such owners and for which Producer or any of its Affiliates has the right and obligation to transport and dispose of such Produced Water, for so long as such right and obligation exists and such Produced Water is not taken "in-kind" by such owners, in each case, that is attributable to the Dedicated Interests and produced from any Dedicated Well (all such Produced Water described in this clause (i), "Committed Produced Water"), and (ii) deliver to Gatherer at the Delivery Points, all such Committed Produced Water (collectively, the "Dedication").

Section 2.2 Assignment of Dedicated Interests. Except as provided in Section 2.6 and Section 2.7, any sale, conveyance, grant, transfer, disposition or assignment of all or any portion of the Dedicated Interests shall be sold or assigned in accordance with GTC Section XII.

Section 2.3 Covenants Running with Land.

(a) The Parties acknowledge that in respect of the limited ingress/egress easement granted pursuant to Section 3.1(b) of this Agreement and in respect of the easements and other surface rights granted or conveyed pursuant to the SUA, that, in each case, a conveyance of real property rights has occurred pursuant to or in connection with this Agreement, subject to the terms and conditions hereof and thereof, as applicable.

(b) The Parties fully intend that the rights and obligations under this Agreement, including the Dedication (a) are real covenants binding on the Dedicated Interests, the System, and on the Parties' respective successors and assigns, (b) are equitable servitudes on the Dedicated Leases, (c) are covenants running with the Dedicated Interests and the System for the performance of this Agreement, binding upon the successors and assigns of the Dedicated Interests, the Committed Produced Water, and the System, and (d) touch and concern Producer's and its Affiliates' interests in the Dedicated Interests and Gatherer's interests in the System. This Agreement does not constitute an executory contract under Section 365 of Title 11 of the United States Code (11 U.S.C. § 365). Contemporaneously with the execution of this Agreement, the Parties will execute in recordable format, and either Party may record in each county where the Dedicated Interests and System are located, a memorandum of this Agreement, substantially in the form of Exhibit C (the "Memorandum"). If any Dedicated Interests, or any portion of the Dedicated Area is added to, or permanently released from the Dedication of this Agreement, the Parties agree to amend the Memorandum or file a release, as applicable, in the public records reflecting the addition or release. Additionally, if requested by Gatherer in writing no more than once per Calendar Quarter, Producer shall use its commercially reasonable efforts to send Gatherer an updated map of the Dedicated Interests. If this Agreement is terminated, either Party may file an instrument in the public records evidencing such termination.

Section 2.4 Future Dedicated Interests.

(a) If, after the Effective Date, Producer or any of its Affiliates acquire additional Dedicated Interests located in the Dedicated Area, then such Dedicated Interests and the Committed Produced Water produced from or attributable to such Dedicated Interests will automatically be subject to the Dedication and such Committed Produced Water will be subject to this Agreement without any further actions by the Parties; provided, however, if any Dedicated Interests or Produced Water produced from or attributable thereto is subject to a prior written dedication or commitment for gathering or disposal of Produced Water (or a right of first refusal to provide such services, or a similar right, in either case, that burdens the applicable Dedicated Interests) at the time of acquisition which was not granted by Producer or its Affiliates at the time of or in connection with the acquisition of such Dedicated Interests, or, was in effect as of the Effective Date and is set forth on Schedule 2.5(a), as applicable (a "Prior Dedication"), then such Dedicated Interests and Produced Water will be excluded from the Dedication (and such Produced Water will not be Committed Produced Water) until, subject to the remainder of this Section 2.4(a), such Prior Dedication terminates. For clarity, the Parties acknowledge and agree that if Producer or its Affiliate acquires any interest located within the Dedicated Area prior to the expiration of a Prior Dedication specified on Schedule 2.5(a), and if such interest is included within the dedication of such Prior Dedication, then such interest will be subject to such Prior Dedication, and such Prior Dedication will take priority over the Dedication hereof, until such Prior Dedication terminates. Subject to the remainder of this Section 2.4(a), Producer shall not extend or renew a Prior Dedication and upon the termination of such Prior Dedication, Producer's Produced Water which is attributable to the Dedicated Interests and produced from Dedicated Wells applicable to such Prior Dedication will automatically be included within the Dedication and such Producer's Produced Water will be Committed Produced Water and will be subject to this Agreement without any further actions by the Parties. Notwithstanding the foregoing, the Parties acknowledge and agree that to deliver Producer's Produced Water to the System, Producer's facilities will need to be connected to the System. Producer shall provide Gatherer: (i) within [***]days after consummating the transaction related to the relevant Prior Dedication if applicable, or otherwise as soon as reasonably practicable, written notice of the date such Prior Dedication will expire if the term of such Prior Dedication is not renewed or extended (the "Prior Dedication Termination Date") together with the location of the existing points where Produced Water is delivered to the applicable Third Party thereunder, the amount of gross and net acres within the Dedicated Area being received, and such other reasonably detailed particulars as Gatherer may reasonably request in order to plan for providing services thereto in the future, subject to Producer's written confidentiality obligations, and (ii) no less than [***] Months written notice prior to the Prior Dedication Termination Date, location information with respect to the proposed Delivery Points for the delivery to Gatherer hereunder of the Produced Water applicable to such Prior Dedication. Within [***] days after Producer's proposed Delivery Point notice, Gatherer shall provide Producer written notice confirming Gatherer will provide and connect all facilities necessary to provide Services for the Produced Water subject to such Prior Dedication no later than the Prior Dedication Termination Date, provided that in no event will Gatherer be obligated to connect to a Marginal Production Delivery Point. Gatherer's response shall include, if applicable, a construction plan, together with reasonably sufficient supporting documentation, demonstrating Gatherer's ability to connect the applicable facilities to the System no later than the Prior Dedication Termination Date. If Gatherer does not acknowledge it will timely provide the necessary facilities and connections to receive the Produced Water subject to a Prior Dedication, or fails to respond to Producer's notice or provide Producer a construction plan and confirmation of facility availability in accordance with this Section 2.4(a), then Producer may elect, by providing written notice to Gatherer (and such election shall be effective upon delivery of such notice), to permanently release the Dedicated Interests and the Committed Produced Water subject to such Prior Dedication from the Dedication of this Agreement. The Parties acknowledge and agree that all information specified in this Section 2.4(a) that Producer is required to provide Gatherer with respect to the Prior Dedications set forth in Schedule 2.5(a) is contained within the Exhibits attached hereto.

(b) Notwithstanding anything to the contrary in Section 2.4(a), if after the Effective Date, Producer acquires Dedicated Leases in a Qualifying Transaction covering [***] or more gross acres (a "Large Transaction"), whether or not the same are subject to a Prior Dedication at the time of such acquisition, Producer shall have the right to select, at its sole option, the Dedicated Leases acquired in such Large Transaction that will be subject to the Dedication; provided that such Dedicated Leases that are subject to the Dedication shall cover lands within the Dedicated Area consisting of [***] gross acres (the "Minimum Acreage Threshold"). In determining the applicable Dedicated Leases to be subject to the Dedication, Producer will use Reasonable Efforts to first select Dedicated Leases (i) that are contiguous to existing Dedicated Leases and/or on which portions of the System are then-located, and (ii) are not subject to Prior Dedications, before selecting additional Dedicated Leases to be subject to the Dedication. Notwithstanding the above, if Producer reasonably believes that it will be unable to identify Dedicated Leases acquired in a Large Transaction covering the Minimum Acreage Threshold, Producer may request that the additional Dedicated Leases for such Large Transaction cover lands within the Dedicated Area consisting of [***] gross acres, which request shall be subject to the prior written consent of Gatherer, which consent shall not be unreasonably withheld, conditioned or delayed. In the event any Dedicated Leases acquired in a Large Transaction that are made subject to the Dedication are subject to a Prior Dedication at the time of the closing of the Large Transaction, the provisions of this Agreement relating to Prior Dedications will apply to such Dedicated Leases. The Dedicated Leases acquired in a Large Transaction that are not made subject to the Dedication pursuant to this Section 2.4(b) will be free and clear of the Dedication unless and until Producer elects to commit any such Dedicated Leases to the Dedication. Notwithstanding anything to the contrary herein, (1) Gatherer shall have the right to refuse to provide Services for any Delivery Point that Producer elects to make subject to the Dedication pursuant to a Large Transaction (by providing written notice of such refusal within [***] days of Producer's election) if such Delivery Point is a Marginal Production Delivery Point in which case such Delivery Point, the Dedicated Well(s) that would have been connected to such Delivery Point, the Dedicated Leases within the Unit(s) applicable to such Dedicated Well(s), and all Produced Water attributable thereto shall not be subject to the Dedication, and (2) Gatherer shall not be obligated to provide Services for any Produced Water produced from the Dedicated Leases made subject to the Dedication pursuant to a Large Transaction until [***] days after the closing of such Large Transaction.

(c) If Producer acquires Dedicated Leases in a Large Transaction and does not commit the Dedicated Leases covering acreage in excess of the Minimum Acreage Threshold to the Dedication pursuant to Section 2.4(b), Producer shall exclusively negotiate in good faith with Gatherer for a period of [***] days after the closing of the Large Transaction for the provision of Services for such Produced Water produced from or attributable to such Dedicated Leases.

Section 2.5 Prior Dedications and Producer's Reservations.

(a) Prior Dedications. Producer hereby represents and warrants that, as of the Effective Date, except for the dedication and commitments set forth on Schedule 2.5(a), none of the Dedicated Interests are subject to a prior written dedication or commitment for gathering or disposal of Produced Water in favor of any Person other than Gatherer.

(b) Producer's Reservations. Notwithstanding anything contained herein, Producer, for itself and its Affiliates, successors, and assigns, hereby expressly reserves the following rights with respect to the Dedicated Interests and the Committed Produced Water (collectively, "Producer's Reservations"):

(i) The right to operate the Dedicated Interests in its sole discretion, free from any control of Gatherer, including the right, but never the obligation, to drill new wells; repair and rework existing wells; renew or extend, in whole or in part, any Dedicated Interests; flare, inject, plug-back or cease production from or abandon any well; and surrender any Dedicated Interests or allow any Dedicated Interests to expire, in whole or in part, whether or not capable of producing oil, gas or Produced Water;

(ii) The right to deliver Produced Water subject to Prior Dedications, or that has been temporarily or permanently released from the Dedication in accordance with the terms of this Agreement, to any Person other than Gatherer or any facility other than the System; provided that a temporary release of Produced Water shall be subject to Section 3.4(a)(u);

(iii) The right to freely pool, communitize or unitize any lands, leases, and interests, whether Dedicated Interests or not, with any other lands, leases, or interests, including the right to enter into production sharing or allocation arrangements with respect to such lands, leases, and interests; provided that if a portion of such lands, leases, or interests is included in a Unit or production sharing or allocation arrangement with other lands, leases or interests that are subject to a written dedication or commitment for gathering or disposal of Produced Water in favor of any Person other than Gatherer, the Produced Water from the Dedicated Well(s) located within such Unit or subject to such production sharing or allocation arrangement shall be allocated between this Agreement and the agreement containing such other dedication or commitment on the same basis as such Produced Water is allocated (or, if Produced Water is not allocated, on the same basis that hydrocarbons produced from the Dedicated Well(s) located within such Unit or subject to such production sharing or allocation arrangement are allocated) among the owners of working interests and royalty interests in such Unit, or Persons party to such production sharing or allocation arrangement, based on the terms of the applicable (a) pooling, communitization, or unitization agreement or declaration, (b) compulsory or unit order of a Governmental Authority having jurisdiction, or (c) production sharing or allocation agreement, and in each case, the portion of hydrocarbon production allocated to Producer under such agreement, declaration or order with respect to the Dedicated Interests shall constitute Committed Produced Water hereunder; and provided further that if Producer or its Affiliate operates the applicable Unit and there are no written dedications or commitments for gathering or disposal of Produced Water burdening any of the lands, leases, or interests comprising such Unit in favor of any Person other than Gatherer, all Produced Water produced from such Unit that is owned or controlled by Producer and its Affiliates shall be Committed Produced Water hereunder;

(iv) The right to deliver Produced Water to working interest, royalty and other owners thereof who have exercised their right to take such Produced Water "in-kind" or any other similar right pursuant to the applicable agreements with such Persons;

(v) The right, but never the obligation, to construct, install, maintain, own, and operate any treating, conditioning and/or separation facilities upstream of the Delivery Points, at Producer's sole discretion, including facilities to separate and remove skim oil and other hydrocarbons from Produced Water prior to delivery to the Delivery Points; and

(vi) [***]

Section 2.6 Exchanges.

(a) In the event that Producer or one of its Affiliates enters into an agreement to exchange any of its Dedicated Leases ("Transferred Interests") for interests located elsewhere in the Dedicated Area or within [***] miles of the Dedicated Area ("Received Interests") and no Dedicated Well located on the Dedicated Leases included within such Transferred Interests is connected to the System (or is in the process of being connected to the System pursuant to a Producer Delivery Point Notice), Gatherer, in return for such Received Interests being dedicated under this Agreement, shall release the Transferred Interests from this Agreement; provided that the net acres covered by the Received Interests are substantially equivalent to the net acres covered by the Transferred Interest. If the condition set forth in the previous sentence is satisfied, the Parties will execute a written release and dedication recognizing such exchange.

(b) Within [***] days after any exchange pursuant to this Section 2.6, Producer shall provide Gatherer written notice of such exchange, together with a description of the Transferred Interests (including the gross and net acres) that are being transferred free and clear of the Dedication and a description of the Received Interests (including the gross and net acres) that will be subject to the Dedication, including the average daily volume of Produced Water produced (or expected to be produced) therefrom, along with any necessary modifications to the Development Plan based on such Received Interests.

Section 2.7 Certain Assignments Free of the Dedication. Notwithstanding anything to the contrary herein, and in addition to all other rights of Producer herein with respect to releases from the Dedication:

(a) Producer may, free and clear from the Dedication, exchange an amount of gross acres of Dedicated Leases, in the aggregate in one or more transactions not in excess of [***] gross acres for oil and gas leases that are located outside the Dedicated Area; provided that Producer may not release a Well or Dedicated Lease that is connected to the System or that is in the process of being connected to the System pursuant to a Producer Delivery Point Notice. Notwithstanding anything to the contrary herein, the rights of Producer in this Section 2.7(a) are personal to Producer and cannot be assigned to any Person.

(b) Producer may, free and clear from the Dedication, sell, assign, transfer or convey any Dedicated Interests that Producer does not or would not operate.

(c) Within [***] days after any transaction pursuant to this Section 2.7, Producer shall provide Gatherer written notice of such transaction, together with a description of the Dedicated Interests subject to such transaction that are being transferred free and clear of the Dedication and the amount of gross and net acres within the Dedicated Area that are being transferred.

ARTICLE III
GATHERING FACILITIES, SERVICE, COMMITMENT AND PERFORMANCE

Section 3.1 Gatherer Facilities and Services.

(a) Gatherer, through itself and/or its Affiliates or its designee, shall, at Gatherer's sole risk, cost and expense, design, construct, maintain and operate the System, including any and all facilities required to connect each Delivery Point to the Pipeline System, as necessary to perform all its obligations under this Agreement in a good and workmanlike manner, and in accordance with Good Operating Practices and Applicable Law; provided that Gatherer shall not be in breach of the foregoing obligation to the extent Producer or its Affiliates operate any portion of the System after the Effective Date, and Gatherer's breach of such obligation is directly caused by Producer's or its Affiliate's failure to operate such portion of the System in accordance with Good Operating Practices and Applicable Law. Gatherer or its Affiliates will design and may expand the System or add or remove components of the System, as it determines to be best in its capacity as a reasonably prudent operator, provided that such design and structure are consistent with the full performance of Gatherer's obligations under this Agreement. Except for the fees for applicable services or as otherwise expressly provided in this Agreement, Producer shall have no responsibility for the cost of the System or any facilities constructed or to be constructed by Gatherer. Gatherer shall further be responsible, at its sole risk, cost and expense, for performing any and all plugging, abandonment and decommissioning obligations with respect to the System in accordance with Applicable Law and applicable Land Interests. Gatherer, through itself or its Affiliates, shall provide the Services to Producer employing Good Operating Practices in the performance of such Services.

(b) Ingress/Egress Limited Easement. Producer hereby grants to Gatherer, as of the Effective Date, insofar as Producer or its applicable Affiliate is legally and contractually able and permitted to do so (including, if applicable, any restrictions in the Dedicated Leases), and with no additional cost to Producer or its Affiliates, a limited easement of ingress and egress to Producer's and its Affiliates' leaseholds or premises (including the Dedicated Leases) for access to Gatherer's Land Interests on which Gatherer is performing the construction or operation of pipelines and/or facilities necessary for the delivery of Produced Water under this Agreement, as well as the right of temporary staging of equipment utilized in connection with the performance of the Services. Notwithstanding the foregoing, the Parties acknowledge and agree that Gatherer's access to and from Producer's leaseholds and premises located within the Lands (as defined in the SUA) are governed solely by the SUA and not this Section 3.1(b). In exercising the ingress and egress rights pursuant to this Section 3.1(b), Gatherer shall: (i) to the extent not due to an Emergency, provide Producer with not less than ten (10) days' prior written notice of the effective date of Gatherer's initial intended access on any specific leasehold or premises or, in the case of non-Emergency repair or maintenance to the System, not less than three (3) days' prior written notice, and, in the case of an Emergency, as soon as practicable under the circumstances, (ii) not interfere with Producer's or any of its Affiliate's operations or with the applicable owners or lessors, (iii) comply with the safety and other access requirements applicable to the relevant site(s), and (iv) comply with Applicable Law and any restrictions relating to such leaseholds and premises. Neither Producer, nor any of its Affiliates, shall be obligated to maintain any leaseholds or premises, and the rights provided to Gatherer herein shall terminate if Producer or its Affiliate loses said applicable corresponding right. If Producer agrees in writing that Gatherer may place its property upon Producer's or any of its Affiliate's leaseholds or premises (which agreement shall not be unreasonably withheld), (1) such property shall remain the personal property of Gatherer and, subject to the other provisions of this Agreement, may be disconnected and removed by Gatherer, and (2) prior to Gatherer's construction of any pipelines or facilities on such leaseholds or premises, the Parties shall set forth, in a separate writing, the location, terms and conditions of the rights applicable to such pipelines and facilities that will be installed thereon. **SUBJECT TO EXHIBIT F, GATHERER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE PRODUCER GROUP FROM AND AGAINST ALL CLAIMS DIRECTLY OR INDIRECTLY ARISING FROM OR RESULTING FROM GATHERER'S OR ITS REPRESENTATIVE'S USE OF ANY LEASEHOLDS OR PREMISES OF PRODUCER OR ITS AFFILIATES, REGARDLESS OF FAULT.**

(c) Land Interests. Subject to the terms of this Agreement (including GTC Section X), Gatherer or its Affiliates shall be responsible, at its sole cost and expense, for the acquisition of easements, rights-of-way, surface use and/or surface access agreements ("Land Interests") necessary to construct, own and operate the System. In the event that Gatherer is unable to obtain a Land Interest that is necessary, in Gatherer's reasonable opinion, to perform the Services hereunder (i) Gatherer and Producer may discuss in good faith utilizing Producer's and its Affiliates' Land Interests and/or, (ii) the Parties will cooperate in good faith and, to the extent reasonably requested by Gatherer, Producer shall provide Gatherer reasonable assistance in connection with acquiring such Land Interests in Gatherer's name at Gatherer's expense or, if reasonably requested by Gatherer, Producer shall use its Reasonable Efforts to acquire such Land Interests in Producer's name and Gatherer shall reimburse Producer's Actual Costs associated therewith and Producer shall assign such Land Interests to Gatherer pursuant to the form of assignment attached hereto as Exhibit H. If (I) the connection of a Delivery Point to the Pipeline System requires Gatherer to obtain Land Interests, (II) after exercising Reasonable Efforts and due to causes that are beyond Gatherer's reasonable control, Gatherer is unable to acquire necessary Land Interests by the Target Connection Date for such Delivery Point, (III) Gatherer prepares and submits within twenty-one (21) days after receipt of the applicable Producer Delivery Point Notice (x) with respect to BLM Land Interests, the required request to the appropriate Governmental Authority for processing fee category determination for such Land Interests, (y) with respect to State of New Mexico Land Interests, the required request to the appropriate Governmental Authority for survey permission and right of entry for such Land Interests, and (z) with respect to non-Governmental Authority Land Interests, written notice to Producer that Gatherer does not expect to obtain such Land Interests in time to cause the In-Service Date for the applicable Delivery Point to occur by the Target Connection Date for such Delivery Point, and (IV) Gatherer complies with conditions (1) through (3) below, the Target Connection Date may be extended; provided that in no case shall such Target Connection Date be extended beyond [***] additional days, except that if Gatherer is still unable to acquire non-Governmental Authority Land Interests for such Delivery Point after such additional [***] day period, either Party may elect to permanently release such Delivery Point and the Dedicated Interests attributable thereto from the Dedication under this Agreement, and upon a release in accordance with this Section 3.1(c), Producer shall have no remedies with respect to Gatherer's failure to connect such Delivery Point by the Target Connection Date pursuant to this Agreement; provided that if Producer agrees to waive its rights under Section 3.3(b) and Section 3.4 for Gatherer's failure to connect such Delivery Point by the applicable Target Connection Date, such waiver shall be irrevocable until the In-Service Date for such Delivery Point, Gatherer shall not have such right to release such Delivery Point or the Dedicated Interests attributable thereto from the Dedication, and the Target Connection Date for such Delivery Point for all purposes of this Agreement shall be deemed to be the In-Service Date for such Delivery Point.

1) Gatherer shall continue to diligently use Reasonable Efforts to pursue the acquisition of such Land Interests, including (i) promptly responding in full to all information and other requests (including requests from applicable Governmental Authorities) in connection with such Land Interests, and (ii) identifying Land Interests necessary to connect Producer's Delivery Points as high priority (top 10) on Gatherer' periodic priority request updates provided to the applicable Governmental Authorities;

2) Gatherer shall keep Producer timely informed of the status and its progress with respect to acquiring such Land Interests, including the estimated timing to acquire such Land Interests; and

3) The Parties shall work together in good faith to provide an interim solution to receive Committed Produced Water into the System from the Wells that will produce to such Delivery Point, which may include establishing an interim delivery point on Producer's Land Interests, and in such case (i) during the period such interim delivery point is available, and until the applicable Land Interests are acquired and the applicable permanent Delivery Point is completed and placed into commercial service, such interim delivery point will be deemed a "Delivery Point" for all purposes of this Agreement, including the commencement of the Initial Production Period for such Delivery Point, and (ii) upon acquisition of the applicable Land Interests and the connection of the permanent Delivery Point to the System utilizing such Land Interests, such interim delivery point shall no longer be a "Delivery Point" under the Agreement, and the permanent connected point will be a "Delivery Point" for all purposes of this Agreement, including the completion, if applicable, of the Initial Production Period for such Delivery Point.

(d) Insurance. Gatherer shall procure and maintain during the Term of this Agreement, at its sole cost and expense, minimum insurance of the types and amounts set forth on and in accordance with Schedule 3.1(d) and shall, upon request of Producer, provide Certificates of Insurance as evidence of such insurance. Gatherer's obligation to carry and maintain insurance pursuant to this Section 3.1(d) shall be independent of its indemnity obligations herein.

Section 3.2 Services; Curtailment.

(a) Services. Subject to , and in accordance with the terms and conditions of this Agreement, Gatherer commits to provide the following services (collectively, the "Services") to Producer from and after the applicable In-Service Date (except for those Services that are necessarily provided prior to the applicable In-Service Date, which shall be provided by Gatherer subject to the terms and conditions of this Agreement):

(i) procure, construct, install, own, operate, maintain and expand, in each case, at Gatherer's sole cost and expense, the System to provide the Services hereunder;

(ii) connect the Pipeline System to (a) each Initial Delivery Point, (b) each Initial Future Delivery Point, and (c) each New Delivery Point for which Producer has delivered a Producer Delivery Point Notice;

(iii) each day, on a Firm Service basis, receive, or cause to be received, into the System all volumes of Committed Produced Water meeting the Quality Standards tendered by or on behalf of Producer at the Delivery Points up to the respective Firm Produced Water volume for such Delivery Points on such day;

(iv) each day, on an Interruptible Service basis, receive, or cause to be received, into the System volumes of Produced Water meeting the Quality Standards tendered by or on behalf of Producer at the Delivery Points above the respective Firm Produced Water volume for such Delivery Points on such day;

(v) provide, procure, construct, install, maintain, own and operate, at Gatherer's sole cost and expense, pumps and other equipment to provide sufficient pressure in the System as necessary to provide the Services subject, however, to Producer's obligations to deliver Produced Water as specified in GTC Section VI(a); and

(vi) provide, procure, construct, install, maintain, own and operate, at Gatherer's sole cost and expense, all measurement facilities at and downstream of each Delivery Point.

(b) System Curtailment. If for any reason (including Force Majeure or constraints at the Delivery Points, the Measurement Points or on the System) sufficient capacity is not available to perform the Services for all Firm Produced Water, then Gatherer will (subject to Applicable Law) first curtail all Committed Produced Water that is not Firm Produced Water before curtailing any Firm Produced Water. [***]

(c) Flow Rate Curtailment Event. For a Delivery Point that is located immediately downstream of Producer's or its Affiliate's tank batteries, if (i) the average daily inlet volume of Produced Water delivered by Producer per minute for the prior thirty (30) day period at such Delivery Point (the "Trailing Thirty Day Flow Rate") is greater than [***] Barrels per day, and (ii) the actual inlet delivery rate of Produced Water per minute at such Delivery Point exceeds [***] of the Trailing Thirty Day Flow Rate for such Delivery Point, Gatherer may curtail the flow of Producer's Produced Water at such Delivery Point without liability of Gatherer to Producer (and for the avoidance of doubt, no curtailment pursuant to this Section 3.2(c) shall entitle Producer to the remedy set forth inSection 3.4(a)) (a "Permitted Flow Rate Curtailment Event"); provided that Gatherer shall not curtail the flow of Producer's Produced Water in such circumstances if Producer provides Gatherer [***] hour advance notice that Producer's delivery of Produced Water will or is reasonably expected to exceed the Trailing Thirty Day Flow Rate at such Delivery Point and to the extent the volume of Produced Water delivered at such Delivery Point does not exceed the daily volume of Produced Water for such Delivery Point specified in the most recent Development Plan. Gatherer agrees (i) to notify Producer as soon as reasonably practicable if it becomes necessary to take the foregoing curtailment action, and (ii) to take commercially reasonable efforts to reinstate the flow of Producer's Produced Water as soon as possible after such curtailment.

(d) [***]

(e) [***]

(f) [***]

(g) Notwithstanding anything to the contrary herein, Producer's sole and exclusive remedy for Gatherer's failure to receive Committed Produced Water at a Delivery Point (including if such failure is due to the average daily pressure at such Delivery Point exceeding the applicable Maximum Delivery Point Pressure or the failure to timely connect a Delivery Point) shall be those remedies expressly set forth in Sections 3.3 and 3.4 (subject to Gatherer's obligations under Section 3.2(b)).

Section 3.3 Releases Due to the Inability to Accept Committed Produced Water.

(a) Temporary Release. Producer shall be entitled to an immediate temporary release from the Dedication of any Committed Produced Water (i) produced from any Dedicated Wells connected to a given Delivery Point if, at any time during the Term, the average daily pressure at such Delivery Point exceeds the applicable Maximum Delivery Point Pressure; or (ii) not accepted by Gatherer (or that could not have been accepted by Gatherer if tendered by Producer) for any reason at a given Delivery Point (including, without limitation, Force Majeure, a change in Applicable Law, Scheduled Maintenance, Emergency, Committed Produced Water rejected or refused by Gatherer pursuant to Article V, a Permitted Flow Rate Curtailment Event, the failure to provide, delay in providing, or other unavailability of any portion of the System to receive such Committed Produced Water, or a suspension of Services by Gatherer when it is entitled to do so pursuant to GTC Section XI(c)(1)); provided, that if Gatherer accepts and provides the Services for any such Committed Produced Water by other means on the same priority service level as such Committed Produced Water would have otherwise been received on the System, Producer shall pay Gatherer the applicable fees hereunder for such Committed Produced Water and such Committed Produced Water will not be subject to the temporary release provisions of this Section 3.3(a). As soon as practicable following the occurrence of a lack of available capacity on the System, but in no event later than [***] day after the date on which such capacity is unavailable to Producer, Gatherer shall notify Producer in writing of the reason for the inability to accept Constrained Volumes and of Gatherer's reasonable expectation in good faith of the date on which such lack of available capacity will be fully remedied. If (x) Committed Produced Water is subject to a temporary release, and (y) if such temporary release is due to (A) Producer's failure to deliver Produced Water at sufficient pressure to enter the Delivery Point in accordance with the terms and conditions hereof (up to the applicable Maximum Delivery Point Pressure), (B) Gatherer's rejection of Non-Conforming Produced Water, or (C) a Permitted Flow Rate Curtailment Event (each of (A), (B) and (C), a "Curtailment Remediation Event") then Producer shall promptly use Reasonable Efforts to remedy the cause of such temporary release. For any Constrained Volumes, Producer may, at its sole option, store or deliver all or any portion of such released Committed Produced Water to any other Person or facility; provided, however, that Producer shall use Reasonable Efforts to minimize the term of such arrangements in accordance with the expected duration of the curtailment as provided in Gatherer's written notice to Producer. Producer shall resume delivery of the released Constrained Volumes to Gatherer upon Producer's receipt of Gatherer's written notice that Gatherer is ready, willing and able to resume receiving the affected volumes of Committed Produced Water; provided, however, that if Producer has obtained a temporary source for the delivery of any volume of such Committed Produced Water, then unless otherwise agreed by the Parties, Producer shall resume delivery of such Committed Produced Water to Gatherer as soon as Producer may do so [***], but in no event later than the [***] day of the [***] Month that is [***] days after the date Gatherer provides Producer written notice that Gatherer can resume receiving and providing Services for such Committed Produced Water, or, if Producer has entered into a temporary arrangement for a longer period of time based on the expected duration of the curtailment as provided in Gatherer's written notice to Producer, upon the termination of such temporary arrangement.

(b) Permanent Release. If (i) Producer is entitled to a temporary release from the Dedication of Constrained Volumes pursuant to Section 3.3(a) for reasons unrelated to a Curtailment Remediation Event, a Sufficiency Breach for which the Sufficiency Breach Expiration Date therefor has not occurred, or Gatherer's failure to timely connect a Delivery Point (which is addressed in clause (ii) of this sentence), for a period consisting of (A) [***] consecutive days or [***] days in the aggregate during any consecutive day period, for any reason other than Force Majeure, or (B) [***] days out of any [***] day period if due to Force Majeure, or (ii) Gatherer fails to connect a Delivery Point within [***] days of the Target Connection Date therefor, then, in each such case, Producer may elect to (and upon delivery to Gatherer of written notice of such election, shall immediately, without any further action on either Party's part) receive a permanent release from the Dedication of the Dedicated Wells that produce or would produce to the affected Delivery Point(s), the Dedicated Leases within the Unit(s) applicable to such Dedicated Wells, and all Committed Produced Water attributable thereto. If Producer intends to exercise its right to a permanent release hereunder, Producer shall provide Gatherer written notice of Producer's election before the date Gatherer provides Producer written notice that Gatherer can commence or resume accepting all Constrained Volumes from the affected Delivery Point(s) and Services may commence for Committed Produced Water delivered thereto, as applicable. Notwithstanding the foregoing, Producer may not exercise its right to a permanent release pursuant to this Section 3.3(b) if Gatherer has commenced the necessary work and activities to eliminate the cause of the disruption or curtailment and diligently and continuously (without any cessation in excess of [***] days) pursues such work and activities in good faith until the cause of such disruption or curtailment is eliminated and Gatherer has recommenced the provision of the Services for the applicable Constrained Volumes in all respects. Notwithstanding the foregoing, if an Affected Asset is not transferred to Gatherer prior to the applicable Holding Period Expiration Date, and, as a result thereof (x) Gatherer must install System facilities to perform its obligations under this Agreement, and (y) Constrained Volumes occur due to the unavailability of such facilities, the time periods set forth in this Section 3.3(b) with respect to such Constrained Volumes shall not begin to run until six (6) Months after such Holding Period Expiration Date. Notwithstanding anything to the contrary herein, in the event there are Constrained Volumes at one or more Delivery Point(s) due to Gatherer not having facilities connected to such Delivery Point(s) as a result of (A) a Sufficiency Breach under the Poseidon Contribution Agreement that is continuing as of the Sufficiency Breach Expiration Date for such Sufficiency Breach, or (B) an Affected Asset not being transferred to Gatherer prior to the applicable Holding Period Expiration Date due to a failure of Producer to obtain a COG-Responsible ROW (as defined in the Poseidon Contribution Agreement), then, in each case, upon delivery to Producer of written notice no later than [***] days after such Sufficiency Breach Expiration Date or the Holding Period Expiration Date, as applicable, Gatherer may elect to permanently release from the Dedication, the Dedicated Well(s) that produce or would produce to such Delivery Point(s), the Dedicated Leases within the Unit(s) applicable to such Dedicated Well(s), and all Committed Produced Water attributable thereto; provided that with respect to any such Delivery Point, for so long as Producer waives its rights under Section 3.3(b) and Section 3.4 for the Constrained Volumes attributable to such Delivery Point, Gatherer shall not have such right to permanently release from the Dedication the Dedicated Well(s) that produce or would produce to such Delivery Point, the Dedicated Leases within the Unit(s) applicable to such Dedicated Well(s), and the Committed Produced Water attributable thereto.

Section 3.4 Producer's Remedies for Constrained Volumes and Failure to Timely Connect Initial Delivery Points.

(a) Remedy for Releases Due to Constrained Volumes. On any day that there are any Constrained Volumes with respect to any Delivery Point resulting from any reason other than due to (i) Force Majeure, (ii) a Curtailment Remediation Event, (iii) a suspension of Services by Gatherer when it is entitled to do so pursuant to GTC Section XI(c)(1), or (iv) a Sufficiency Breach for which the Sufficiency Breach Expiration Date therefor has not occurred (the aggregate Constrained Volumes temporarily released for all such affected Delivery Points on such day, not to exceed the aggregate Firm Produced Water volume for all affected Delivery Points for such day, is referred to herein as the "Makeup Volume" for such day), then, for each such day, Gatherer shall pay to Producer the Third Party Differential on such Makeup Volume; provided that [***]

(b) Remedy for Failure to Timely Connect Initial Future Delivery Points. If two (2) or more of the Initial Atlantis Future Delivery Points do not have an In-Service Date on or before the later of (x) February 1, 2020, or the (y) the applicable connection date set forth for such Initial Future Delivery Points set forth on Exhibit D-5, Producer may elect, in its sole discretion, to reduce the Service Fee hereunder by [***] per Barrel for the Delivered Produced Water received hereunder at each Initial Atlantis Future Delivery Point commencing on the date the foregoing condition first occurs and continuing until the date that is [***] days after the date that each of the Initial Atlantis Future Delivery Points have achieved In-Service Dates. If [***] or more of the Initial Poseidon Future Delivery Points do not have an In-Service Date on or before the later of (x) the date that is [***] Months after the Effective Date, or the (y) the applicable connection date set forth for such Initial Future Delivery Points set forth on Exhibit D-5, Producer may elect, in its sole discretion, to reduce the Service Fee hereunder by [***] per Barrel for the Delivered Produced Water received hereunder at each Initial Poseidon Future Delivery Point commencing on the date the foregoing condition first occurs and continuing until the date that is [***] days after the date that each of the Initial Poseidon Future Delivery Points have achieved In-Service Dates.

ARTICLE IV
DELIVERY POINTS , REDELIVERY POINTS AND PLANNING

Section 4.1 Delivery Points and Redelivery Points.

(a) **Delivery Points**. The delivery points for Produced Water delivered by Producer under this Agreement are (each, a "Delivery Point," and collectively, the "Delivery Points") the Initial Delivery Points (including the Tin Horn Delivery Points), Initial Future Delivery Points, the New Delivery Points, any interconnection(s) between Disposal System facilities and Producer's Produced Water pipeline(s) or facilities, the Tin Horn Delivery Points, and any other delivery point otherwise mutually agreed in writing by Producer and Gatherer. Except (i) as otherwise specifically provided herein (including as specified on Exhibit D-1, Exhibit D-2, Exhibit D-3, or Exhibit D-4), (ii) for connections between Disposal System facilities and Producer's Produced Water pipeline(s) or facilities, (iii) the Tin Horn Delivery Points, or (iv) as mutually agreed between the Parties, each Delivery Point will be located on or near the perimeter of Producer's or its Affiliate's well pad immediately downstream of Producer's tank batteries for such well pad or at the inlet flange of the Pipeline System.

(b) **New Delivery Points**. When Producer or its Affiliates desire to establish a Delivery Point, other than an Initial Delivery Point, an Initial Future Delivery Point, or a Delivery Point subject to a Prior Dedication (which is addressed in Section 2.4(a)), within the Dedicated Area for receipt of, and the provision of Services for, Committed Produced Water hereunder related to a newly drilled or re-completed Dedicated Well or to one or more Dedicated Well(s) that are not then connected to the Pipeline System or to the Disposal System facilities (each, a "New Delivery Point"), then Producer shall notify Gatherer in writing of such New Delivery Point as soon as reasonably possible but not less than [***] days prior to the anticipated date of initial delivery of Produced Water to such New Delivery Point (such written notice, a "Producer Delivery Point Notice"). Each Producer Delivery Point Notice shall provide the proposed latitude and longitude where such New Delivery Point will be located, Producer's forecast of the average daily volume of Produced Water to be delivered to such New Delivery Point for each Month, the drilling schedule for any Well(s) expected to be connected to such New Delivery Point, and the expected daily Produced Water flow rate for such New Delivery Point. Producer shall have the right, in its sole reasonable discretion, to determine the location of each New Delivery Point within the Dedicated Area; provided that, subject to Section 3.1(c) with respect to a temporary New Delivery Point, each New Delivery Point will be located on or near the perimeter of Producer's or its Affiliate's well pad immediately downstream of Producer's tank batteries for such well pad or at the inlet flange of the Pipeline System. Following the delivery of a Producer Delivery Point Notice for a New Delivery Point, Producer will provide Gatherer additional information with respect to such New Delivery Point that is reasonably requested by Gatherer. To the extent that a New Delivery Point requires an extension of the Pipeline System, Gatherer shall, if the New Delivery Point is not a Marginal Production Delivery Point, subject to the other terms and conditions hereof, be obligated to build out such extension subject to Producer's obligation to cooperate with Gatherer under Section 3.1(b) and Section 3.1(c).

(c) **Reimbursements to Gatherer**.

(i) With respect to a New Delivery Point that is connected to the Pipeline System pursuant to a Producer Delivery Point Notice, if, within [***] days after (unless reduced by the terms of Section 4.1(c)(ii)) the later of (a) Gatherer's completion of the construction of the New Delivery Point, including any necessary pipelines to connect such New Delivery Point to the Pipeline System, and (b) the Target Connection Date for such New Delivery Point, Producer fails to commence delivery of Produced Water to such New Delivery Point, then Producer shall, upon written request from Gatherer, reimburse Gatherer for all of Gatherer's Actual Costs that are incurred in connection with the installation of such New Delivery Point, including any necessary pipelines to connect such New Delivery Point to the Pipeline System, for the provision of Services to Producer; provided that such Actual Costs shall only include the portion of pipelines, facilities, equipment, and other assets applicable to such New Delivery Point that are intended at such time to be utilized solely for the provision of Services hereunder to Producer, and will not include any portion of such pipelines, facilities, equipment, and other assets that are intended at such time to be utilized to provide services to any Person other than Producer within Gatherer's gathering and disposal system, including the System. At the election of Producer upon payment of [***] of such Actual Costs to Gatherer, Gatherer shall assign and convey to Producer, pursuant to the form of assignment attached hereto as Exhibit H, all of Gatherer's right, title and interests in and to the pipelines, facilities, equipment, and other assets related to such New Delivery Point for which Producer reimbursed Gatherer. Notwithstanding the foregoing or the provisions of Section 4.1(c)(ii), if Producer later commences the delivery of Produced Water to the location of the applicable New Delivery Point and the forecasted volumes of Produced Water to be delivered at such New Delivery Point exceed [***] of the original forecasts with respect to such New Delivery Point, then Gatherer shall reimburse Producer all amounts previously paid by Producer to Gatherer under this Section 4.1(c)(i) in connection with such New Delivery Point and Producer shall re-convey to Gatherer, pursuant to the form of assignment attached hereto as Exhibit H, the right, title and interests in and to the pipelines, facilities, equipment, and other assets related to such New Delivery Point previously conveyed by Gatherer to Producer pursuant to this Section 4.1(c), if any.

(ii) If at any time after delivery from Producer to Gatherer of a Producer Delivery Point Notice for a New Delivery Point, Producer determines that it no longer intends to commence delivery of Produced Water to such New Delivery Point, Producer shall reasonably promptly notify Gatherer of such intent and Gatherer shall reasonably promptly cease all construction operations and other activities with respect to such New Delivery Point. Notwithstanding the timing requirements for delivery of notice for reimbursement pursuant to Section 4.1(c)(i), Gatherer shall be entitled to request reimbursement from Producer under the terms of Section 4.1(c)(i) immediately upon receipt of Producer's cessation notice under this Section 4.1(c)(ii).

(d) [***]

(e) **Recycled Water Purchase Right**. Producer shall have the right to purchase Recycled Water from Gatherer at a price (the "Purchased Recycled Water Fee") equal to (x) for all such purchased volumes during a Month up to the Reduced Pricing Volumes for such Month, [***] per Barrel, and (y) for all purchased volumes during a Month exceeding the Reduced Pricing Volumes for such Month, [***] per Barrel, which price shall be adjusted every other anniversary of the Effective Date, commencing on the second (2nd) anniversary of the Effective Date, to a price mutually agreed by the Parties (such price to be based on the average market price of Recycled Water in or about the Dedicated Area at the time of such adjustment); provided, however, that such price shall never be adjusted by more than [***] of the price in effect prior to such adjustment.

Section 4.2 Development Plans; System Plans.

(a) **Development Plan.** On or before February 1 and August 1 of each calendar year following the Effective Date, Producer shall provide to Gatherer an updated report describing and depicting in reasonable detail Producer's good faith estimate of the planned development, drilling (including planned drilling locations) and forecasts of the Monthly volumes of Produced Water that Producer anticipates delivering at each Delivery Point during the 12-Month period commencing on such date and describing generally the long-term drilling, completion and production expectations by Delivery Point or expected Delivery Point for those project areas in which drilling activity is expected to continue beyond such 12-Month period (each such report, together with all supplements, amendments and updates thereto, the "Development Plan"). If any Development Plan includes flow back Produced Water from one or more Well completion operations, the forecast of the volumes of such Produced Water that Producer anticipates delivering at each applicable Delivery Point and each applicable Well, in each case, shall be provided on a daily basis for the Month that includes the commencement of such flow back volumes. The initial Development Plan attached hereto as Exhibit E describes Producer's planned development and drilling activities within the Dedicated Area through December 31, 2021 and will satisfy the August 1, 2020 Development Plan delivery requirement. Producer will provide an updated or amended Development Plan to Gatherer at any time that there is a material change to the Development Plan; provided that not less than once each Month during the Term, Producer shall provide Gatherer an update of Producer's planned development, drilling (including planned drilling locations) and production activities addressed in the most recent Development Plan and, in the case of Well completion flow backs, daily forecasts of volumes of Produced Water that Producer anticipates delivering at each applicable Delivery Point. Any updates provided in Producer's Monthly update to the Development Plan shall be amendments to the then-current Development Plan and the Development Plan, as amended to incorporate such updates, shall be the Development Plan for all purposes of this Agreement, provided that Producer's Monthly update may consist of Producer's most recent drilling and completion schedule for the Dedicated Area that has been provided to Gatherer; provided further that if there have been material changes to Producer's volumes of Produced Water provided to Gatherer in the most recent Development Plan, such drilling and completion schedule shall include the volumes of Produced Water for each applicable Delivery Point. Development Plans and drilling and completion schedules may be delivered by electronic mail to the Gatherer representatives specified in Article VIII. If for any reason Producer does not deliver an updated Development Plan to Gatherer by a time specified in this Section 4.2(a), the Development Plan that is then in effect at such time shall be the Development Plan for all purposes of this Agreement, until updated, amended or supplemented by Producer as provided in this Section 4.2(a).

(b) **System Plan.** Based on the Development Plan and such other information about the expected development of the Dedicated Wells and Dedicated Area as shall be provided to Gatherer by Producer, including as a result of meetings between personnel of Gatherer and Producer and the provision of the Development Plan to Gatherer in accordance with the time periods set forth in Section 4.2(a), on or before [***] and [***] of each calendar year following the Effective Date, Gatherer shall develop and periodically update a plan describing, depicting, or both (but, in any case, including a System map), the System necessary to provide the Services for Committed Produced Water forecasted to be delivered hereunder (each such plan, as updated in accordance with the foregoing and as the then current plan may be amended from time to time, the "System Plan").

(c) **Disclaimer**. Gatherer acknowledges and agrees that the Development Plan is Producer's good faith forecast for the development of the Dedicated Interests and that such forecast is subject to change and revision at any time, for any reason or no reason at all, in Producer's sole discretion, and each Party acknowledges and agrees that such changes may impact the timing, configuration, and scope of Gatherer's planned activities. Without limiting the generality of the foregoing, and subject to Section 2.5, **PRODUCER MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE DEVELOPMENT PLANS, SYSTEM PLANS OR ANY OTHER DATA OR INFORMATION PROVIDED IN RELATION TO THIS AGREEMENT (COLLECTIVELY "DATA"). ANY ACTION GATHERER MAY TAKE, OPINIONS FORMED, OR CONCLUSIONS DRAWN BASED ON SUCH DATA SHALL BE AT GATHERER'S SOLE RISK AND RESPONSIBILITY, AND GATHERER SHALL HAVE NO CLAIM AGAINST THE PRODUCER GROUP FOR SUCH DATA AS A CONSEQUENCE THEREOF.**

Section 4.3 **Communications**. The Parties will communicate at least on a Monthly basis, to discuss the current volumes of Committed Produced Water (including that associated with newly acquired acreage or overflow volumes); Producer's drilling schedules, completion schedules, and forecasted Committed Produced Water production; Producer's forecasted volumes of requested redelivered Produced Water; capacity availability on the System; and the construction of additional pipelines and other facilities necessary for Gatherer to operate the System and provide the Services in accordance with this Agreement.

ARTICLE V
NON-CONFORMING PRODUCED WATER

Section 5.1 **Testing and Reporting Non-Conforming Produced Water**. Except for Authorized Non-Conforming Produced Water, Producer shall not knowingly deliver Produced Water to Gatherer that does not meet the Quality Standards and Producer shall use Reasonable Efforts to ensure that all Produced Water delivered to Gatherer meets the Quality Standards. Gatherer reserves the right to test Produced Water delivered by Gatherer at a Delivery Point or Measurement Point at any time. Producer shall have the right to be present at any testing of Produced Water. Gatherer shall use Reasonable Efforts to give Producer not less than forty-eight (48) hours' notice prior to any such testing, but if Gatherer discovers Produced Water in the System that does not meet the Quality Standards, Gatherer has reason to believe that the Produced Water at any Delivery Point or a Measurement Point may not meet the Quality Standards, or Gatherer has reason to believe such testing is required to avoid damage to the System, no prior notice of testing shall be required, but Gatherer will provide Producer the results of such testing in writing as soon as reasonably practicable, not to exceed one (1) day after receipt of such test results. Gatherer will test Producer's Produced Water delivered to the Delivery Points or at the Measurement Points in accordance with GTC Section IV(c) and GTC Section V and employing Good Operating Standards, and will notify Producer as soon as reasonably practicable upon receiving the results of such tests if any of Producer's Produced Water fails to meet any of the Quality Standards (such Produced Water being "Non-Conforming Produced Water"). Gatherer shall maintain and make available for delivery to Producer a sample of the tested Non-Conforming Produced Water for a period of thirty (30) days from the date of notification to Producer of Non-Conforming Produced Water. Such notice will indicate whether Gatherer elects to (a) accept the Non-Conforming Produced Water and the limits for any quality specifications that Gatherer will accept ("Authorized Non-Conforming Produced Water"), or (b) reject the Non-Conforming Produced Water. Gatherer shall promptly report the results of such tests verbally by calling the emergency contact number provided by Producer and will also deliver such notification to Producer in writing as soon as reasonably practicable, not to exceed one (1) day after receipt of such test results. With respect to Authorized Non-Conforming Produced Water, Gatherer will, with written notice to Producer and until further notice to Producer, continue to accept such Non-Conforming Produced Water, and, in such case, Gatherer will have waived the Quality Standards with respect to such Non-Conforming Produced Water. If Gatherer fails to notify Producer that Producer's Produced Water fails to meet any of the Quality Standards, but continues to accept such Produced Water, such Produced Water will be Authorized Non-Conforming Produced Water for so long as Gatherer continues to accept such Produced Water. Gatherer may, at any time, withdraw such waiver of the Quality Standards and commence rejection of such Non-Conforming Produced Water and provide notice orally as soon as practicable and notice in writing as soon as reasonably practicable, but not to exceed one (1) day of such withdrawal and rejection, and, after Producer receives such notice, any Producer's Produced Water that fails to meet the quality specifications shall no longer be Authorized Non-Conforming Produced Water. If Gatherer accepts delivery of Non-Conforming Produced Water, such volumes of Produced Water shall constitute Authorized Non-Conforming Produced Water. Gatherer may blend and commingle such Non-Conforming Produced Water with other Produced Water in the Pipeline System so that it meets the applicable specifications; provided that, other than with respect to the H_2S content in Produced Water, which shall be tested as provided in the last paragraph of GTC Section V, all Produced Water specifications will be determined at each Delivery Point, and not on a blended-stream basis downstream of the Delivery Points, except in Gatherer's sole discretion.

Section 5.2 [***]

ARTICLE VI
FEES AND CREDITS

Section 6.1 **Fees**. For each Month during the Term of this Agreement, Producer will pay to Gatherer the sum of:

(a) an amount equal to the product of (i) the Delivered Produced Water delivered to all Measurement Points during such Month (in Barrels), excluding Off-System Water (which is covered by Sections 6.1(b), (c), and (d)), *multiplied by* (ii) the applicable Service Fee for such Month, which shall be comprised of the applicable Transportation Fee for such Month and applicable Disposal Fee for such Month, *plus*

(b) an amount equal to the product of (i) the Off-System Water delivered by Producer directly from Producer's facilities into Disposal System facilities or disposal facilities that are Affected Assets during such Month (in Barrels), *multiplied by* (ii) the applicable Service Fee for such Month, *plus*

(c) an amount equal to the product of (i) the Off-System Water delivered by Producer or Gatherer directly into disposal facilities owned by Producer or its Affiliate (other than Affected Assets) during such Month (in Barrels) (the volume (in Barrels) of such Off-System Water is referred to herein as the "Producer Disposed Volumes"), *multiplied by* (ii) the Applicable Margin for such Month, *plus*

(d) an amount equal to the product of (i) the Off-System Water delivered by Producer or Gatherer directly into Designated Third Party Disposal Facilities during such Month (in Barrels), *multiplied by* (ii) the difference between (x) the applicable Service Fee for such Month, *minus* (y) the fee per Barrel charged by such Third Party for the disposal of such Off-System Water during such Month; provided that if the product of (i) and (ii) is negative, it shall be deemed to equal 0; *plus*

(e) an amount equal to the product of (i) the difference between the applicable Service Fee for such Month *minus* the applicable Recycling Fee Credit for such Month, *multiplied by* (ii) the Permitted Undelivered Volumes for the Month (in Barrels).

[***] [***] [***] [***]

Section 6.2 Recycling Credit Amount.

(a) As used herein:

"Recycling Credit Amount" means, for each Month, the product of:

(A) the Recycling Fee Credit applicable to such Month, *multiplied by*

(B) the Credit Barrels for such Month.

"Credit Barrels" means, for each Month, [***]

"Cumulative Monthly Credit Barrels" means, for each Month, the sum of (without duplication):

(i) the total volume (in Barrels) of untreated Produced Water redelivered by Gatherer to Producer at the Redelivery Points during such Month,

(ii) from the Effective Date until [***], the total volume (in Barrels) of Producer's Produced Water delivered to Gatherer at points in Eddy County, New Mexico for treatment pursuant to the Water Purchase Agreement, as such Water Purchase Agreement is in effect immediately prior to the Effective Date,

(iii) for each Month commencing with [***], the total volume (in Barrels) of Treated Produced Water purchased by Producer under the Water Purchase Agreement during such Month, and

(iv) the total volume (in Barrels) of Recycled Water purchased by Producer pursuant to Section 4.1(e)(x) hereof during such Month.

"Purchased Barrels" means, for each Month, [***]

"Qualifying Volumes" means, for each Month, the average Monthly Delivered Produced Water delivered to all Measurement Points for the most recently ended Calendar Quarter, as of the last day of such Calendar Quarter; provided that the Qualifying Volumes for each Month prior to the first full Calendar Quarter following the Effective Date shall be the Delivered Produced Water delivered to all Measurement Points for the most recently completed Month.

"Applicable Margin" means [***]

(b) Each Month, Producer will receive the Recycling Credit Amount applicable to such Month, which such Recycling Credit Amount will be applied by Gatherer as a reduction to the Disposal Fee portion of the aggregate Service Fees due hereunder from Producer for such Month and to the extent any Recycling Credit Amount is not fully applied during any Month, such Recycling Credit Amount will be applied as a credit to the Disposal Fee portion of the aggregate Service Fees due hereunder from Producer for the immediately succeeding Month(s). Any Recycling Credit Amount may only be utilized as a credit against amounts owed by Producer to Gatherer hereunder, and is not redeemable for cash or other consideration. Gatherer will allocate the Recycling Credit Amount to the Measurement Points in accordance with the allocation methodology provided to Gatherer by Producer.

Section 6.3 Adjustments to Fees and Credit. Each of the Transportation Fee, Disposal Fee, and Recycling Fee Credit will be adjusted each year, beginning on [***], and on each anniversary thereafter (each, an "Adjustment Date") by an amount equal to the product of the applicable fee, credit or amount on such Adjustment Date, as the case may be, multiplied by the amount of the annual percentage change, if any, in the Consumer Price Index for All Urban Consumers (CPI-U); All Items, Unadjusted indexes, or its most comparable successor, as published by the US Department of Labor, since January 1 of the preceding year; provided that such adjustment will never exceed [***] per year.

Section 6.4 Disputed Invoices. Producer will be entitled to dispute, in good faith, any charge contained in an invoice in accordance with GTC Section VIII.

ARTICLE VII
TERM

Section 7.1 Term. This Agreement is effective as of the Effective Date and will remain in full force and effect thereafter until May 31, 2033 (the "Primary Term"), and, unless terminated by either Party effective as of the end of the last day of the Primary Term upon at least 365 days' prior written notice, will continue year to year until the end of a yearly term extension when either Party provides at least 365 days' prior written notice of termination (such term, together with the Primary Term, being the "Term"). Notwithstanding the above, subject to Section 7.2, Producer shall have the option to extend the Primary Term by an additional five (5) years up to two times, exercisable by giving notice to Gatherer, at least 365 days prior to the end of the Primary Term or the then current 5-year renewal term, with such notice, if timely given, taking precedence over any notice of termination. The termination of this Agreement will not excuse or terminate any obligations incurred or accrued under this Agreement prior to the effective date of termination or any indemnification obligations under this Agreement, which such obligations shall survive termination of this Agreement.

Section 7.2 **Operations No Longer Economic**. If, prior to Producer's election to extend the Primary Term pursuant to Section 7.1 (either at the end of the original Primary Term or at the end of the first 5-year extension of the Primary Term, if applicable), the Gross Profit Margin is less than the Gross Profit Margin Threshold (an "Uneconomic Condition") and if such Uneconomic Condition is likely to continue, Gatherer may give Producer a written notice of the Uneconomic Condition, which notice shall include sufficient documentation to substantiate the Uneconomic Condition ("Uneconomic Notice"). If Producer has elected to extend the Primary Term as provided in Section 7.1, the Parties shall attempt in good faith to negotiate mutually acceptable terms to provide for continued performance of Services after the Primary Term either utilizing the entire System or, if applicable, only the non-affected portion(s) of the System. If the Parties cannot agree on terms within [***] days following receipt of the Uneconomic Notice (the "Negotiation Period"), then (i) Producer shall have the right to rescind its election to extend the Primary Term pursuant to Section 7.1 and terminate this Agreement, (ii) Gatherer may terminate this Agreement, or (iii) if neither Party elects to terminate this Agreement, either Party shall have the right to permanently release from the Dedication one or more Delivery Point(s) on the affected portion(s) of the System and the Dedicated Interests and Committed Produced Water attributable thereto (and upon such election, such Delivery Point(s), Dedicated Interests and Committed Produced Water shall be immediately released from the Dedication). If either Party elects to terminate the Agreement as provided in this Section 7.2, such termination will be effective on the later of (x) the last day of the Primary Term, or (y) the end of the Negotiation Period. The Parties' respective rights to terminate this Agreement pursuant to this Section 7.2 supersede Producer's option to extend the Primary Term under Section 7.1.

ARTICLE VIII
NOTICES

Section 8.1 **Notices**. Any notice, consent, request, demand, statement, payment or bill provided for in this Agreement, or any notice which a Party may desire to give to the other, must be in writing and will be considered duly delivered upon receipt if personally delivered, mailed by the U.S. Postal Service by certified mail with the postage prepaid (return receipt requested), sent by messenger or overnight delivery service, facsimile (with confirmation of transmission) or electronic mail (with confirmation of receipt) to the other Party at the following address:

GATHERER:

Notices & Correspondence (Excluding the Trailing Thirty Day Flow Rate and Producer's Development Plans and Drilling and Completion Schedules):	Solaris Midstream DB-NM, LLC 9811 Katy Freeway, Suite 700 Houston, Texas 77024 Attention: Contract Administration Email: [***]
With a copy to (which shall not constitute notice):	Operational Contacts [***]
Trailing Thirty Day Flow Rate and Producer's Development Plans and Drilling and Completion Schedules:	By electronic mail to: [***]
Payments:	[***]

PRODUCER:

Notices & Correspondence other than Accounting Matters:	Attention: Water Manager - NDBW COG Operating LLC One Concho Center 600 W. Illinois Ave Midland, TX 79701 Direct: [***] Email to [***]
With a copy to (which shall not constitute notice):	Attention: General Counsel COG Operating LLC One Concho Center 600 W. Illinois Ave Midland, TX 79701 Email to [***]
Accounting Matters:	COG Operating LLC Attn: [***] One Concho Center 600 W. Illinois Ave. Midland, Texas 79701 Email: [***]
Payments:	Electronic Funds Transfer [***] ACH Transfer [***]

Section 8.2 **Change of Information**. Either Party may change its notice information or payment information by giving not less than seven (7) days advance written notice to the other Party in accordance with this ARTICLE VIII.

ARTICLE IX
EXHIBITS AND SCHEDULES; EXISTING AGREEMENTS; COUNTERPART EXECUTION

Section 9.1 **Exhibits and Schedules**. The exhibits and schedules attached hereto are incorporated into this Agreement as if set forth in full herein. If there is any conflict or inconsistency between the terms and conditions contained in Articles I - IX of this Agreement and the terms and conditions contained in an exhibit or schedule, the terms of Articles I – IX of this Agreement will control and prevail.

Section 9.2 **Original Agreement and Interruptible Agreement**. This Agreement, including all exhibits and schedules hereto, embodies the entire agreement and understanding of the Parties hereto in respect of the transactions contemplated by this Agreement and supersedes all agreements, contracts, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, between or among the Parties with respect to the subject matter hereof, including (i) the Original Agreement and the Interruptible Agreement, which were both deemed null and void and of no further force or effect whatsoever following July 30, 2019; provided that Paragraphs 15, "Release and Indemnity" and 16, "Limitation of Liability" of the Original Agreement and Sections 10(a), "Operator's Responsibilities: Operations; Indemnity" and 12, "Producer's Responsibilities" of the Interruptible Agreement, in each case, survived the terminations thereof, and (ii) the Existing Agreement, which is superseded and replaced in its entirety with this Agreement as of the Effective Date.

Section 9.3 **Counterpart Signatures**. This Agreement may be executed in one or more counterparts (including by facsimile transmission or other customary means of electronic transmission (e.g., pdf)), each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

Signatures on Following Page

Gatherer and Producer have each caused this Agreement to be executed by their duly authorized officers effective as of the Effective Date.

PRODUCER:

COG Operating LLC

By: /s/ Will Giraud
Name: Will Giraud
Title: Executive Vice President and Chief Operating Officer

COG Production LLC

By: /s/ Will Giraud
Name: Will Giraud
Title: Executive Vice President and Chief Operating Officer

Concho Oil & Gas LLC

By: /s/ Will Giraud
Name: Will Giraud
Title: Executive Vice President and Chief Operating Officer

COG Acreage LP

By: COG Production LLC, its general partner

By: /s/ Will Giraud
Name: Will Giraud
Title: Executive Vice President and Chief Operating Officer

GATHERER:

Solaris Midstream DB-NM, LLC

By: /s/ William Zartler
Name: William Zartler
Title: Chief Executive Officer

EXHIBIT A
to
Amended and Restated Water Gathering and Disposal Agreement

GENERAL TERMS AND CONDITIONS
Section I.
Definitions

Unless another definition is expressly stated or the context requires otherwise, the following terms, when used in this Agreement, have the following meanings:

1. "**2/3-1/3 Roll**" means, for each Month, the value for the 2/3-1/3 Roll as shown in the report published by the Office of Natural Resources Revenue of the United States Department of the Interior on the website https://www.onrr.gov/Valuation/NYMEX.htm under the column "NYMEX Roll"; provided that for any Month in which 2/3-1/3 Roll is not available pursuant to such web page, then the 2/3-1/3 Roll will be determined by as follows:

a. Determine the product of (i) the difference of (A) arithmetic average of the daily settlement prices for the "Light Sweet Crude Oil" futures contract reported by the NYMEX for such Month (M) from the day such Month (M) becomes the prompt (i.e., nearest future) trading Month through the last day of trading for such futures contract for such Month (M); less (B) the arithmetic average of the daily settlement prices for the "Light Sweet Crude Oil" futures contract reported by the NYMEX for the second Month (M+1), over the same period as the futures contract described in item (A) above; multiplied by (ii) 0.6667.

b. To the number determined in sub-item (a) above, add the product of (i) the difference of (A) arithmetic average of the daily settlement prices for the "Light Sweet Crude Oil" futures contract reported by the NYMEX for such Month (M) from the day such Month (M) becomes the prompt (i.e., nearest future) trading Month through the last day of trading for such futures contract for such Month (M); less (B) the arithmetic average of the daily settlement prices for the "Light Sweet Crude Oil" futures contract reported by the NYMEX for the third Month (M+2), over the same period as the futures contract described in item (A) above; multiplied by (ii) 0.3333.

2. "**AAA**" is defined in GTC Section XIII(b).

3. "**Actual Costs**" means the reasonable actual, out-of-pocket costs and expenses incurred by a Person.

4. "**Adjustment Date**" is defined in Section 6.3.

5. "**Affected Asset**" has the meaning set forth for such term in (i) the Atlantis Contribution Agreement for Produced Water assets to be conveyed to Gatherer pursuant to such agreement, and (ii) the Poseidon Contribution Agreement for Produced Water assets to be conveyed to Gatherer pursuant to such agreement.

6. "**Affiliate**" means, with respect to any Person, any other Person directly, or indirectly through one or more intermediaries, Controlling, Controlled by or under common Control with such Person, provided that in the event one or more of COG, COGP, CO&G or COGA are subject to a Change In Control, "Affiliate" shall not include any Person that is an Affiliate of COG, COGP, CO&G or COGA (as applicable) at and after such Change In Control that was not an Affiliate of COG, COGP, CO&G or COGA (as applicable) immediately prior to such Change In Control.

7. "**Applicable Law**" means, with respect to any Person, all laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, governmental approvals, licenses and permits, directives and requirements, of all Governmental Authorities, including all official interpretations thereof by any such Governmental Authorities, as in effect at any time or from time to time and, in each case, applicable to or binding upon such Person, the services provided by such Person, and/or the assets owned or controlled by that Person.

8. "**Applicable Margin**" is defined in Section 6.2(a).

9 . **"Argus"** means Argus America's Crude Report or Argus Crude Report, as currently published by Argus Media Ltd., or such replacement publication as the Parties may agree to in writing if such publication ceases to be published or such publication ceases to provide the information relevant to this Agreement.

1 0 . **"Argus Mid-Cush Diff"** means, for each Month, the arithmetic average of the daily quotations of the "Diff wtd avg" differential assessment for "WTI Midland" for such Month (M), as reported by Argus during the period beginning with the 26th day of the Month that is two Months prior to such Month (M-2) through and including the 25th day of the Month that is immediately prior to such Month (M-1), excluding all days during which Argus does not publish the daily quotation of the "Diff wtd avg" differential assessment for "WTI Midland" such Month (M) as such average is reported in the table titled "Argus month average prices: US domestic pipeline" for the applicable Month (as published at the end of M-1) in the row titled "WTI Midland" and the column titled "Trade day average Differential to WTI".

11. "**Atlantis Contribution Agreement**" means the Contribution Agreement dated [***] among COG, Gatherer and Solaris Midstream Holdings, LLC with respect to certain Produced Water assets located in Eddy County and Lea County, New Mexico and Reeves County and Culberson County, Texas contributed to Gatherer pursuant to such agreement.

12. "**Authorized Non-Conforming Produced Water**" is defined in Section 5.1.

13. "**Bankruptcy**" means, with respect to any Person, (i) the filing by such Person of a petition, including a petition under Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq., as amended (the "Bankruptcy Code"), seeking to adjudicate such Person a bankrupt or an insolvent or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, composition or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official over it or any substantial part of its property, or consenting to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or taking any corporate or similar official action to authorize any of the foregoing; (ii) the commencement of an involuntary case or other proceeding against such Person seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, composition or other relief with respect to such Person or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official over such Person or any substantial part of its property, which involuntary case or other proceeding shall remain undismissed and unstayed for a period of thirty (30) days; (iii) the making of an assignment or any general arrangement for the benefit of creditors; (iv) such Person's generally being unable or admitting its inability to pay its debts as they fall due (or otherwise generally failing to pay its debts as they fall due); (v) such Person's filing an answer or other pleading admitting or failing to contest the allegations of a petition filed against it in any proceeding of the foregoing nature, or taking any other action to authorize any of the actions set forth above; (vi) dissolution other than pursuant to a consolidation, amalgamation or merger; or (vii) when a secured party takes possession of all or substantially all of such Person's assets.

14. "**Barrel**" or "**bbl**" means 42 U.S. gallons.

15. "**BLM**" means the Bureau of Land Management, an agency within the United States Department of the Interior.

16. "**Calendar Quarter**" means any three consecutive Month period commencing on January 1, April 1, July 1 or October 1.

17. **"Change In Control**" means (a) any transaction or series of related transactions in which a Person or group (within the meaning of Rule 13d-5 promulgated under the Securities Exchange Act of 1934, as amended) of Persons acquires, directly or indirectly, Control of Concho Resources Inc. or (b) any other transaction or series of related transactions in which a Person or group of Persons acquires, directly or indirectly, Control of COG, COGP, CO&G or COGA, in each case, whether through merger, transfer of shares or other equity interests, or otherwise; provided, however, that "Change In Control" shall not include (i) a management-led buyout of the public share ownership of any Affiliate of COG, COGP, CO&G or COGA (as applicable), or (ii) a transaction described in clause (b) of this definition that results in ongoing Control solely by Persons that were Affiliates of COG, COGP, CO&G or COGA (as applicable) prior to such transaction.

18. "**Change in Law**" means the adoption, implementation or amendment of any Applicable Law by any Governmental Authority after the Effective Date that is effective as to similarly-situated Produced Water gathering and disposal facilities (rather than solely to the System), imposes additional requirements with respect to the System and causes Gatherer to incur additional expenses in order to comply with such Applicable Law. For clarity, a Change in Law includes an increase to the royalty payable to the State of New Mexico with respect to any Disposal System facility.

19. "**Change in Law Event**" means the occurrence of a Change of Law that necessitates the expenditure of Compliance Costs.

20. "**Claimant**" is defined in GTC Section XIII(b).

21. "**Claims**" means all claims, demands, citations, assessments, fines, penalties, liabilities, losses, damages, proceedings, causes of action, judgments, awards and expenses (including court costs, reasonable attorneys' fees and other litigation and dispute resolution costs) of whatsoever nature whether arising out of contract, tort or strict liability.

22. "**Committed Produced Water**" is defined in Section 2.1.

23. "**Compliance Costs**" means (i) with respect to a Change in Law Event consisting of an increase to the royalty payable to the State of New Mexico with respect to any Disposal System facility, [***] of all such increases in excess of [***] per Barrel of Produced Water, (ii) with respect to a Change in Law Event consisting of an increase to the royalty payable to the BLM with respect to any Disposal System facility, [***] of all such increases in excess of [***] per Barrel of Produced Water, (iii) with respect to a Change in Law Event consisting of the implementation of or an increase to a volumetric charge on the disposal or transportation by pipeline of Produced Water payable to the State of New Mexico or the BLM other than those described in (i) or (ii), [***] of all such charges, and (iv) for capital expenses incurred by Gatherer to comply with a Change in Law Event, irrespective of whether such expenses are to be incurred as a onetime expenditure or periodically for an extended period, [***] of all such expenses in excess of [***].

24. "**Confidential Information**" is defined in GTC Section XIV.

25. "**Constrained Volumes**" all volumes of Committed Produced Water released from the Dedication pursuant to Section 3.3(a) of the Agreement.

26. "**Construction Activities**" means constructing, commissioning, modifying, maintaining, repairing, converting, or removing a System facility, but excludes operating a System facility.

27. "**Contribution Agreement**" means, as applicable, the Atlantis Contribution Agreement and/or the Poseidon Contribution Agreement.

28. "**Control,**" "**Controlling**," or "**Controlled**" means, with respect to a Person, the possession, directly or indirectly, of either (i) the majority of the ownership of such Person, whether that be through shares of stock, partnership interest, units or membership interest or (ii) the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or other beneficial interests, by contract or otherwise.

29. "**Credit Barrels**" is defined in Section 6.2(a).

30. "**Cumulative Monthly Credit Barrels**" is defined in Section 6.2(a).

31. "**Curtailment Remediation Event**" is defined in Section 3.3(a).

32. "**Data**" is defined in Section 4.2(c).

33. "**Dedicated Area**" means all lands within the area described in Exhibit B.

34. "**Dedicated Interests**" means collectively the Dedicated Leases and the Dedicated Wells.

35. "**Dedicated Leases**" means Producer's and/or its Affiliates' interests in and to oil, gas and/or mineral leases and oil and gas mineral fee interests covering lands located within the Dedicated Area that are or will be operated by Producer or any of its Affiliates.

36. "**Dedicated Well**" means any oil and/or gas well (i) to the extent producing hydrocarbons and associated Produced Water from or attributable to one or more Dedicated Leases, (ii) in which Producer and/or any Affiliate of Producer owns a working interest, and (iii) that is operated by Producer or any Affiliate of Producer.

37. "**Dedication**" is defined in Section 2.1.

38. "**Delivered Produced Water**" means, for any period and for any Measurement Point, the aggregate volume (in Barrels) of Produced Water delivered by Producer hereunder to such Measurement Point during such period.

39. "**Delivery Point**" is defined in Section 4.1(a).

40. "**Designated Third Party Disposal Facility**" means any disposal facility described on Schedule 6.1, as such schedule may be updated from time to time upon the mutual agreement of the Parties.

41. "**Development Plan**" is defined in Section 4.2(a).

42. "**Disposal Fee**" means, for any Month, the Disposal Fee for such Month as shown in the table inSection 6.1, and as adjusted in accordance with Section 6.3.

43. "**Disposal System**" means the Produced Water disposal facilities (including disposal wells), treating facilities and impoundment and storage facilities utilized by Gatherer in the performance of the Services.

44. "**Dispute**" means any controversy or Claim, of any and every kind or type, whether based on contract, tort, statute, regulations, or otherwise, between the Parties hereunder, arising out of, connected with, or relating to this Agreement or the obligations of the Parties hereunder.

45. "**Downhole Operations**" means, with respect to a Well (i) drilling, completing, sidetracking, deepening and recompleting operations, (ii) hydraulic fracturing operations, or (iii) plugging and abandonment operations.

46. "**Effective Date**" is defined in the preamble of this Agreement.

47. "**Electricity Capacity Usage Agreement**" means that certain Amended and Restated Electricity Capacity Usage Agreement between COG and Gatherer, dated as of the Effective Date, regarding COG's provision of electricity to Gatherer in connection with operation of the System, as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time.

48. "**Emergency**" means any occurrence, event or circumstance with respect to which a failure to immediately repair or perform maintenance or other operations on or with respect to the System would cause or create a substantial risk (a) of material injury or damage to persons or property (including for the avoidance of doubt the System), (b) that the System, Gatherer, or the performance by Gatherer under this Agreement will not be in compliance with Applicable Law, or (c) that the performance by Gatherer under the SUA or the Contribution Agreement will not be in compliance with Applicable Law (an Emergency pursuant to this clause (c), a "**Related Agreement Emergency**").

49. "**Existing Agreement**" is defined in the recitals of this Agreement.

50. "**Fez Pond**" means Producer's treating facility commonly referred to by the Parties as the "Fez Pond" and located in the Northeast quarter of Section 8, Township 25S, Lea County, New Mexico.

51. "**Firm Produced Water**" means, for any given day and with respect to each Delivery Point, the average volume of Committed Produced Water forecasted by Producer in writing to Gatherer in the most recent Development Plan to be delivered to such Delivery Point on such day (which, with respect to any such forecast denoting a period other than days, will be deemed to be the respective daily average of such period); provided that the Firm Produced Water volume (i) from the Effective Date through and including December 31, 2021 for each Delivery Point identified on Exhibit D-1, Exhibit D-2, Exhibit D-3, Exhibit D-4 and Exhibit D-5 shall be as set forth in the Development Plan attached hereto as Exhibit E, as such Development Plan is supplemented, amended or updated from time to time in accordance with Section 4.2(a), and (ii) with respect to a New Delivery Point for which a forecast of Produced Water volumes are not included in the most recent Development Plan, shall be the average daily volume of Produced Water forecasted in the Producer Delivery Point Notice for such New Delivery Point, until such volume is updated in a Development Plan, and (iii) for a Delivery Point (other than a New Delivery Point) for which a forecast of Produced Water has not been provided in the most recent Development Plan for any day covered by such Development Plan, the average daily volume of Produced Water for such Delivery Point as specified in the most-recent [***] day trailing Produced Water report provided by Producer to Gatherer, or, if such report (x) has not been provided to Gatherer, or (y) reflects no volume of Produced Water for such Delivery Point on any day, the average daily production of Produced Water for such Delivery Point for the most recent [***] days that Produced Water was delivered to such Delivery Point. To the extent that (a) the forecasted average daily volume of Produced Water for any Delivery Point specified in an updated Development Plan exceeds the average daily volume of Produced Water for such Delivery Point forecasted in the Development Plan in effect immediately prior to such updated Development Plan, or, if such Delivery Point is a New Delivery Point, the Producer Delivery Point Notice for such New Delivery Point, or (b) the forecasted average daily volume of Produced Water for any Delivery Point specified in an updated Development Plan for which the Firm Produced Water for such Delivery Point was, immediately prior to such updated Development Plan, determined pursuant to clause (iii) of this definition, exceeds such prior Firm Produced Water, in each case of the foregoing (a) and (b), any such excess volume of Produced Water that is available for delivery to such Delivery Point shall not be Firm Produced Water until the date that is [***] days following Gatherer's receipt of such updated Development Plan.

52. "**Firm Service**" means the highest level of service provided by Gatherer, or its Affiliates, on the System, including (a) the provision of gathering on the Pipeline System and (b) the provision of disposal services on the Disposal System, which level of service shall, in each case, be the last level of service to be curtailed or interrupted by Gatherer. Gatherer is contractually entitled to interrupt its provision of Firm Service hereunder only to the extent (i) of any Force Majeure, (ii) of any Scheduled Maintenance, (iii) of any Emergency (provided that with respect to a Related Agreement Emergency, Gatherer shall use its Reasonable Efforts to comply with the relevant Applicable Law without interrupting the provision of Firm Service hereunder), (iv) with respect to a Delivery Point, the occurrence of a Curtailment Remediation Event at such Delivery Point, or (v) a suspension of Services by Gatherer when it is entitled to do so pursuant to GTC Section XI(c)(1).

53. "**Force Majeure**" is defined in GTC Section X.

54. "**Gatherer**" is defined in the preamble of this Agreement.

55. "**Gatherer Group**" means, whether individually or collectively, (i) Gatherer and its Affiliates, (ii) its and their respective contractors, subcontractors, joint owners, partners, joint venturers, if any, and their respective parents and Affiliates and (iii) the officers, directors, managers, agents, consultants, attorneys, representatives and employees of all of the foregoing; but excludes any member of Producer Group.

56. "**Good Operating Practices**" means that degree of skill and judgment, and the utilization of practices, methods, techniques and standards, that are generally expected of a skilled and experienced (i) with respect to Gatherer, firm engaged in work similar in nature and extent to the Services, (ii) with respect to Producer, operator of oil and gas properties, as such practices, methods, techniques and standards may change from time to time. Good Operating Practices are not limited to the optimum practice or method to the exclusion of others, but rather refer to commonly used and reasonable practices and methods.

57. "**Governmental Authority**" means any entity of or pertaining to government, including any federal, state, local, foreign governmental or administrative authority, agency, court, tribunal, arbitrator, commission, board or bureau.

58. "**Grace Period Day**" [***]

59. "**Gross Profit Margin**" [***]

60. "**Gross Profit Margin Threshold**" [***]

61. "**Group**" means the Producer Group or the Gatherer Group, as applicable.

62. "**Holding Period Expiration Date**" has the meaning set forth for such term in (i) the Atlantis Contribution Agreement for an Affected Asset to be conveyed to Gatherer pursuant to such agreement, and (ii) Poseidon Contribution Agreement for an Affected Asset to be conveyed to Gatherer pursuant to such agreement.

63. "**Initial Delivery Point**" means each Delivery Point specified in Exhibit D-1, Exhibit D-2, Exhibit D-3, and Exhibit D-4.

64. "**Initial Atlantis Future Delivery Points**" means the Delivery Points specified in Exhibit D-5 under the heading "Initial Atlantis Future Delivery Points."

65. "**Initial Future Delivery Points**" means the Initial Atlantis Future Delivery Points and the Initial Poseidon Future Delivery Points.

66. "**Initial Poseidon Future Delivery Points**" means the Delivery Points specified in Exhibit D-5 under the heading "Initial Poseidon Future Delivery Points."

67. "**Initial Production Period**" means, for each Delivery Point, (a) the ninety (90) day period beginning on the later of (i) the Target Connection Date for such Delivery Point, and (ii) the date Producer is ready to commence delivery of Produced Water at such Delivery Point, and (b) the ninety (90) day period beginning on the date Producer connects additional Dedicated Well(s) to such Delivery Point.

68. "**In-Service Date**" means, with respect to a Delivery Point, the first date that such Delivery Point is connected to the System and capable of accepting delivery of Producer's Produced Water for Services.

69. "**Interruptible Agreement**" is defined in the recitals of this Agreement.

70. "**Interruptible Service**" means service for which Gatherer is contractually entitled to suspend all or any portion of its performance for any reason or no reason and without liability therefor.

71. "**Land Interests**" is defined in Section 3.1(c).

72. "**Large Transaction**" is defined in Section 2.4(b).

73. "**Makeup Volume**" is defined in Section 3.4(a).

74. "**Marginal Production Delivery Point**" [***]

75. "**Maximum Delivery Point Pressure**" means [***] psig; provided that if the temperature of the Produced Water delivered hereunder exceeds [***] Fahrenheit when delivered at a Delivery Point, Gatherer will provide Producer with a proposal to reduce the pressure at such Delivery Point below [***] psig in the event the temperature of the Produced Water delivered hereunder shall reach [***] Fahrenheit or higher at such Delivery Point, and the Parties will work together to reduce the pressure at such Delivery Point below [***] psig if the temperature of the Produced Water delivered hereunder actually reaches [***] Fahrenheit or higher at such Delivery Point.

76. "**Measurement Point**" means a Delivery Point or other point on the Pipeline System where Produced Water delivered hereunder is measured prior to Gatherer's receipt of Produced Water into the Pipeline System from any Person other than Producer.

77. "**Memorandum**" is defined in Section 2.3.

78. "**Minimum Acreage Threshold**" is defined in Section 2.4(b).

79. "**Month**" means any of the months of the Gregorian calendar.

80. "**New Delivery Point**" is defined in Section 4.1(b).

81. "**Non-Conforming Produced Water**" is defined in Section 5.1.

82. **"NYMEX"** means the New York Mercantile Exchange.

83. **"NYMEX CMA"** means, with respect to any Month, the arithmetic average of the daily settlement prices for the "Light Sweet Crude Oil" prompt Month futures contract reported by NYMEX for all days from the first day of such Month through the last day of such Month, excluding all NYMEX Non-Trading Days. For each Month, the value for the NYMEX CMA will be taken from the report published by the Office of Natural Resources Revenue of the United States Department of the Interior on the website https://www.onrr.gov/Valuation/NYMEX.htm under the column "Calendar Month Avg.".

84. "**NYMEX Non-Trading Day**" means each day that is a weekend, NYMEX holiday, or other day for which NYMEX does not report the daily settlement price for the applicable "Light Sweet Crude Oil" futures contract.

85. "**Off-System Water**" means Committed Produced Water that is (i) delivered by Producer directly from Producer's facilities into (A) a Disposal System facility, (B) a Designated Third Party Disposal Facility, or (C) Producer's or its Affiliate's owned disposal facility, or (ii) gathered by Gatherer on the Pipeline System, but delivered directly into a Designated Third Party Disposal Facility or Producer's or its Affiliate's owned disposal facility or (iii) any combination of (i) and (ii).

86. "**Original Agreement**" is defined in the recitals of this Agreement.

87. "**Overdue Rate**" means the rate per annum equal to the lesser of (i) [***] plus the prime rate specified under the caption "Money Rates" in the *Wall Street Journal* on the date that the applicable payment was required to have been made, and (ii) the maximum rate permitted by Applicable Law. If the Overdue Rate is applied to any amount due under this Agreement, the first day such amount becomes past due shall be included in the calculation of the Overdue Rate and the day such amount is paid shall be excluded from such calculation.

88. "**Party**" and "**Parties**" are defined in the preamble of this Agreement.

89. "**Permitted Flow Rate Curtailment Event**" is defined in Section 3.2(c).

90. **"Permitted Liens"** means any (i) lien, security interest, assignment, pledge or other encumbrance benefitting one or more lenders to Producer or any of its Affiliates as part of a financing provided by such lenders; and (ii) normal and customary lien or other encumbrance under financing agreements, operating agreements, unitization agreements, pooling orders, drilling contracts and similar agreements, mechanic and materialman lien, tax lien, mineral lien, and other statutory lien that arises as a matter of law.

91. [***]

92. "**Permitted Undelivered Volumes**" is defined in Section 2.5(b)(vi)(b).

93. "**Person**" means individual, corporation, partnership, joint venture, association, limited liability company, trust, unincorporated organization or Governmental Authority.

94. "**Pipeline System**" means the pipelines connected to the Delivery Points (and all related equipment and facilities, but excluding equipment and facilities located upstream of such Delivery Points) that deliver Produced Water to the Disposal System, and any and all modifications, extensions or expansions thereof, in each case, utilized by Gatherer in the performance of the Services.

95. "**Poseidon Contribution Agreement**" means the Contribution Agreement dated of even date herewith among COG, Gatherer and Solaris Midstream Holdings, LLC with respect to certain Produced Water assets located in Lea County, New Mexico contributed to Gatherer pursuant to such agreement.

96. "**Primary Term**" is defined in Section 7.1.

97. **"Prior Dedication**" is defined in Section 2.4(a).

98. "**Prior Dedication Termination Date**" is defined in Section 2.4(a).

99. "**Produced Water**" means all water (including fluids and materials contained therein) produced in association with the completion or production of oil and/or gas and flow back water from wells, excluding skim oil and other hydrocarbons removed from such water prior to delivery to Gatherer.

100. "**Producer**" is defined in the preamble of this Agreement.

101. "**Producer Delivery Point Notice**" is defined in Section 4.1(b).

102. "**Producer Disposed Volumes**" is defined in Section 6.1(c).

103. "**Producer Group**" means, whether individually or collectively, (i) Producer and its Affiliates, (ii) its and their respective joint owners, partners, contractors, subcontractors, working interest owners, co-interest owners, co-lessees, joint venturers, if any, and their respective parents and Affiliates and (iii) the officers, directors, managers, agents, consultants, attorneys, representatives, and employees of all of the foregoing; but excludes any member of the Gatherer Group.

104. "**Producer Taxes**" is defined in GTC Section VII.

105. "**Producer's Produced Water"** means all Produced Water that is produced from the Dedicated Interests and that Producer has the right and/or obligation to exercise dominion and control over.

106. "**Producer's Reservations**" is defined in Section 2.5(b).

107. "**Purchased Barrels**" is defined in Section 6.2(a).

108. "**Purchased Recycled Water Fee**" is defined in Section 4.1(e).

109. "**Quail Ranch**" means the lands located within Lea County, New Mexico that are subject to the SUA.

110. "**Qualifying Transaction**" means a single transaction or series of substantially related transactions pursuant to which Producer acquires Dedicated Interests. In order for transactions to be substantially related for purposes of this definition, such transactions must (a) include assets that were jointly marketed by the sellers in such transaction, (b) be closed at approximately the same time and involve assets that are substantially contiguous to each other, (c) include assets acquired from the same seller or affiliate(s) of the same seller at approximately the same time or (d) any combination of the foregoing.

111. "**Qualifying Volumes**" is defined in Section 6.2(a).

112. "**Quality Standards**" means the quality specifications set forth inGTC Section V.

113. "**Reasonable Efforts**" means, with respect to performance by either Party of the applicable obligation under this Agreement, the efforts a reasonable person in such Party's position would use to complete performance of such obligation, but not obligating such Party to undertake the best alternative or to incur expenditures exceeding the amount a reasonable Person would incur for performance of the applicable obligation under the circumstances. For clarity, the Parties expressly intend the obligation to exercise Reasonable Efforts requires a lesser effort on the part of the performing party than "best efforts", meaning a lesser effort than doing essentially everything in the performing Party's power to complete performance of the applicable obligation, irrespective of the burden placed upon such Party or the cost incurred by such Party.

114. "**Received Interests**" is defined in Section 2.6.

115. **"Recycled Water**" means Produced Water that has been treated for reuse as (i) water utilized to fracture Producer's Wells in the course of completion of such Wells, or (ii) water utilized in a Well after completion and hydraulic fracturing of such Well. For clarity, Recycled Water does not include Water (as such term is defined in the Water Purchase Agreement) purchased by COG pursuant to the Water Purchase Agreement.

116. [***]

117. "**Recycling Fee Credit**" means [***]

118. "**Redelivery Point**" is deined in Section 4.1(d).

119. "**Reduced Pricing Volumes**" means, for a given Month, the greater of (a) Qualifying Volumes for such Month, less the sum of the amounts in items (i), (ii) and (iii) of the definition of Cumulative Monthly Credit Barrels for such Month, or (b) zero.

120. "**Reference Oil Price**" [***] .

121. "**Regardless of Fault"** MEANS, UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, WITHOUT REGARD TO THE CAUSE OR CAUSES, INCLUDING EVEN THOUGH ANY CLAIMS ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT, COMPARATIVE, CONTRIBUTORY, ACTIVE OR PASSIVE), STRICT LIABILITY, WILLFUL MISCONDUCT OR OTHER FAULT, OF ANY INDEMNITEE, AND WHETHER OR NOT CAUSED BY A PRE-EXISTING CONDITION, BUT EXCLUDING ANY SUCH CLAIMS TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF LAW OF OR BY AN INDEMNIFIED PERSON.

122. "**Related Agreement Emergency**" is defined in the definition of "Emergency."

123. "**Respondent**" is defined in GTC Section XIII(b).

124. "**Request**" is defined in GTC Section XIII(b).

125. "**Scheduled Maintenance**" is defined in GTC Section III(f).

126. "**Service Fee**" means the sum of the Transportation Fee and the Disposal Fee.

127. "**Services**" is defined in Section 3.2(a).

128. "**Storage Tank**" means the Produced Water storage tank(s) at each Delivery Point located at Producer's production facilities.

129. "**SUA**" means that certain Surface Use and Compensation Agreement by and between Quail Ranch LLC and Solaris Midstream DB-NM, LLC, dated of even date herewith, together with any Access Agreements (as defined in the SUA) or other ancillary documents executed by such Persons in connection with such Surface Use and Compensation Agreement.

130. "**Sufficiency Breach**" [***] .

131. "**Sufficiency Breach Expiration Date**" means (i) for a Sufficiency Breach under the Atlantis Contribution Agreement, July 30, 2020, and (ii) for a Sufficiency Breach under the Poseidon Contribution Agreement, the date that is the one year anniversary of the Effective Date.

132. "**System**" means, collectively, the Pipeline System and the Disposal System.

133. "**System Plan**" is defined in Section 4.2(b).

134. "**Target Connection Date**" [***]

135. "**Term**" is defined in Section 7.1.

136. "**Third Party**" means any Person other than Gatherer and its Affiliates and Producer and its Affiliates.

137. "**Third Party Differential**" [***]

138. "**Tin Horn Delivery Point**" means each Delivery Point where Producer delivers Produced Water to Gatherer at a header (with custody transfer from Producer to Gatherer occurring at the inlet flange of such header) connecting one or more of Producer's Produced Water pipeline(s) to the Pipeline System and includes each Delivery Point identified on Exhibit D-1 that is labeled as a "Tin Horn Delivery Point", the Delivery Points identified on Exhibit G under the heading "Project Atlantis", and the Delivery Points identified on Exhibit G under the heading "Project Poseidon" for which the connection type is a riser or a COG salt water disposal well.

139. "**Tin Horn Delivery Point Batteries**" means the tank batteries listed on Exhibit G from which Produced Water is delivered through Producer's Produced Water pipeline(s) to a Tin Horn Delivery Point.

140. "**Trailing Thirty Day Flow Rate**" is defined in Section 3.2(c).

141. "**Transferred Interests**" is defined in Section 2.6.

142. "**Transportation Fee**" means, for any Month, the Transportation Fee for such Month as shown in the table in Section 6.1, and as adjusted in accordance with Section 6.3.

143. "**Treated Produced Water**" has the meaning specified for such term in the Water Purchase Agreement.

144. "**Unauthorized Non-Conforming Produced Water**" means all Non-Conforming Produced Water other than Authorized Non-Conforming Produced Water.

145. "**Uneconomic Condition**" is defined in Section 7.2.

146. "**Uneconomic Notice**" is defined in Section 7.2.

147. "**Unit**" means, collectively, all lands located in a compulsory or voluntary pooled or communitized unit in which a Dedicated Well is permitted or, if no such unit was formed, all lands within the spacing or proration unit for a Dedicated Well established by the applicable Governmental Authority, in each case, including all depths of such lands, regardless of whether such depths are otherwise considered to be part of the applicable unit. The spacing, proration or other sharing unit established for an allocation well or a production sharing agreement well shall be deemed the applicable "Unit" hereunder.

148. "**Water Purchase Agreement**" means that certain Water Purchase Agreement between Gatherer and COG dated April 29, 2019, as such agreement is amended, amended and restated, supplemented or otherwise modified from time to time, and including any subsequent or replacement water purchase agreement between Gatherer and COG, or their respective Affiliates.

Section II.
Field Equipment

(a) Producer Equipment. Producer agrees to furnish, install and maintain all equipment necessary to enable Producer to make delivery of Producer's Produced Water in accordance with this Agreement and Good Operating Practices. Producer will provide Gatherer with information available from Producer's Produced Water facilities upstream of the Delivery Points that is reasonably requested by Gatherer.

(b) Gatherer Equipment. Gatherer shall, at its sole cost and expense, procure, install, construct, own, operate and maintain measurement facilities to measure Produced Water at each Measurement Point and Redelivery Point (except as provided in Section 4.1(d) of the Agreement), in accordance with Good Operating Practices for custody transfer measurement, including the testing of such facilities no less than Monthly. Gatherer will install SCADA for real time monitoring of instantaneous flow rates and pipeline pressures, with access to the data available to Producer. Gatherer will install a shut-in/throttling valve at the Measurement Points that will be connected via telemetry or hard-wire and shall be activated in cases of events or anticipated events at the System that may require a reduction or elimination of water flow into the Measurement Points, including but not limited to instantaneous flow rates and pipeline pressures that exceed or are expected to exceed the Maximum Delivery Point Pressure, high tank level events, pump failure, loss of electricity, or other potential events that negatively impact the System. Gatherer will, if requested by Producer, provide Producer with real-time electronically transmitted data via telemetry or hard-wire transmission related to the System at and immediately downstream of the Measurement Points, including line pressures, volumetric flow rates, and any other data that is necessary for the safe and efficient operation of Producer's equipment and facilities upstream of the Measurement Points and that Producer reasonably requests.

(c) Prior Conditioning/Treating. Gatherer may install any and all equipment necessary to bring Producer's Produced Water into conformity with the Quality Standards; provided that the Service Fee is the only fee payable by Producer to Gatherer under this Agreement, and no other fee, charge or expense that is not expressly set forth in this Agreement, or otherwise mutually agreed by the Parties, is payable by Producer to Gatherer.

Section III.
Measuring Equipment and Testing

(a) Measurement. Gatherer will provide Producer a designed custody meter run and other equipment at each Measurement Point. Such custody meter runs and related equipment will be owned, maintained and operated by Gatherer or its Affiliates as part of the Pipeline System. Producer shall have the right to install check meters. For the avoidance of doubt, there will be a Storage Tank between Producer's production facilities and Delivery Point. Each Produced Water measurement station shall be owned, operated and maintained by Gatherer, acting as a reasonably prudent operator and in accordance with Good Operating Practices, shall be equipped with standard make and design commonly accepted in the industry and shall comply with all Applicable Law. All metering devices and meter tubes shall be designed to measure and calculate Produced Water volumes according to industry standards. Produced Water delivered by Producer to a trucking service or other means that does not flow through Gatherer's measurement facilities shall be measured using truck manifest(s), disposal ticket(s), or other standard method(s).

(b) Producer's Representative and Right to Verify. Gatherer will give Producer not less than 48 hours' advance written notice in order that Producer may have a representative present to observe any cleaning, installing, changing, inspecting, testing, calibrating or adjusting of Gatherer's measuring equipment at the Measurement Points. If Producer fails to have a representative present during any test, the results of the test shall nevertheless be considered valid until the next test. The data from the measuring equipment is the property of both Producer and Gatherer or their respective designees. Within five (5) days of a request from Producer, Gatherer or its designee will submit its meter records, together with calculations therefrom, to Producer for inspection and verification.

(c) Meter Calibration and Adjustment. The accuracy of measuring equipment will be verified by Gatherer, or its designee, at intervals stipulated below and in accordance with applicable industry standards. Gatherer or its designee will verify the accuracy of such equipment at least once every [***] unless Producer requests a special test as described below. If, upon any test, the measuring equipment is found to be inaccurate by [***] or less, previous readings of such equipment will be considered correct in computing the deliveries of Produced Water under this Agreement, but such equipment will immediately be adjusted to record accurately. If, upon any test, the measuring equipment is found to be inaccurate by more than [***] of the calibrated range since the last test, then any previous recordings of such equipment will be corrected for any period which is known definitely or agreed upon in accordance with the procedure set forth in GTC Section III(d). If such period is not known or agreed upon, such correction will be made for a period covering one-half of the time elapsed since the date of the latest test, but not to exceed [***] days when the equipment is tested every Month and not to exceed [***] days when the equipment is tested every [***] Months. If Producer desires a special test of any measuring equipment, at least [***] days advance notice will be given to Gatherer or its designee by Producer, and both Parties will cooperate to secure a prompt test of the accuracy of such equipment. The cost of the special test shall be paid by Producer if the measuring equipment is found to be inaccurate by [***] or less. The cost of the special test shall be paid by Gatherer if the measuring equipment is found to be inaccurate by more than [***].

(d) Meter Out of Service or Repair. If, for any reason, any measurement equipment is out of adjustment, out of service or out of repair and the total calculated hourly flow rate through each meter run is found to be in error by an amount of the magnitude described in GTC Section III(c), the total quantity of Produced Water delivered hereunder will be re-determined in accordance with the first of the following methods which is feasible:

(1) by using the registration of any check meters, if installed and accurately registering (subject to testing as described in GTC Section III(c));

(2) by correcting the error by rereading of the official data, or by straight forward application of a correcting factor to the quantities recorded for the period (if the net percentage of error is ascertainable by calibration, tests or mathematical calculation);

(3) where parallel multiple meter runs exist, by calculation using the registration of such parallel meter runs; provided that they are measuring Produced Water from upstream headers in common with the faulty metering equipment, are not controlled by separate regulators and are accurately registering; or

(4) by estimating the quantity, based upon deliveries made during periods of similar conditions when the meter was registering accurately.

(e) Preservation of Records. Gatherer or its designee will retain and preserve for a period of at least two (2) years, or such longer period as required by Applicable Law, all test data and other meter data and records, such retention and preservation to be in accordance with all State and Federal record keeping requirements.

(f) Scheduled Maintenance and Emergency. Gatherer may, upon no less than [***] days advance written notice to Producer, take the System off-line to perform scheduled maintenance ("Scheduled Maintenance"), in whole or in part, to the extent such Scheduled Maintenance prevents Gatherer from accepting Committed Produced Water hereunder. Gatherer's obligation to receive and dispose of Committed Produced Water (and Producer's obligation to deliver Committed Produced Water) shall be suspended during the period of such Scheduled Maintenance, in each case to the extent such Scheduled Maintenance prevents Gatherer from accepting such Committed Produced Water. Gatherer's obligation to receive and dispose of Committed Produced Water under this Agreement shall be suspended without the necessity of notice of any kind to Producer in order to repair the System where an Emergency exists; provided, however, that Gatherer shall give Producer notice as soon as reasonably practicable of the reason for the Emergency suspension and the date on which the affected portion(s) of the System are expected to be operational again. Any suspension of Gatherer's obligations hereunder for Scheduled Maintenance or in an Emergency shall not affect the Term. Notwithstanding anything herein to the contrary, when Services are suspended due to Scheduled Maintenance or Emergency, (i) Producer is entitled to the remedies provided in Section 3.3 and Section 3.4 with respect to Committed Produced Water not accepted by Gatherer during such suspension, (ii) the duration of such suspension will count towards the permanent release time periods specified in Section 3.3(b), (iii) Gatherer agrees that Producer will not be in violation of this Agreement for failure to deliver such Committed Produced Water hereunder and Producer will owe no further consideration to Gatherer for such Committed Produced Water, and (iv) Gatherer will have the right to shut-off the flow of Producer's Produced Water at the applicable Delivery Points or Measurement Points, and Gatherer will not be liable to Producer for any damage that may result to Producer's equipment, facilities or wells as a result of such shut-off unless the event necessitating such shut off was solely caused by Gatherer's gross negligence or willful misconduct; provided that with respect to a Related Agreement Emergency, Gatherer shall use its Reasonable Efforts to comply with the relevant Applicable Law without shutting-off the flow of Producer's Produced Water at the Delivery Points or Measurement Points.

Section IV.
Measurement Specifications

The measurements of the quantity and quality of all Produced Water delivered at the Delivery Points or Measurement Points will be conducted in accordance with the following:

(a) The unit of volume for measurement will be one (1) Barrel.

(b) Computations for Produced Water measurement will be made in accordance with industry standards.

(c) For purposes of measurement and meter calibration, the atmospheric pressure as for each of the Delivery Points or Measurement Points will be the atmospheric pressure determined in accordance with generally accepted engineering practices for such elevation at the time of such measurement or calibration.

(d) Tests to determine the composition of Produced Water (at the Delivery Point(s), Measurement Points, or at the applicable Disposal System facility, as applicable) to evaluate compliance with the Quality Standards as provided in GTC Section V will be conducted whenever reasonably requested by either Party, and will be conducted in accordance with standard industry testing procedures and employing Good Operating Practices.

(e) If at any time during the term of this Agreement a new method or technique is developed with respect to Produced Water measurement or the determination of the factors used in such Produced Water measurement, then such new method or technique may be substituted by Gatherer if such methods or techniques are in accordance with the currently accepted industry standards, and Gatherer will provide at least [***] days prior written notice to Producer before such change is effective.

Section V.
Quality Standards

Gatherer will test and monitor the Produced Water tendered by Producer at the Delivery Points or at any disposal well or other point in the System as provided in GTC Section IV(d) to determine that it meets the Quality Standards; provided, however, that the testing with respect to the H_2S composition of Produced Water will be performed in accordance with the last paragraph of GTC Section V. Subject to the proviso in GTC Section V(f), if any Produced Water delivered by Producer to Gatherer does not conform to the following specifications, the rights, obligations and responsibility for such Non-Conforming Produced Water shall be as described in Article V:

(a) The Produced Water shall not include water from wells Producer does not operate;

(b) The Produced Water shall not contain polymers, material from tank bottom cleanouts, scavengers, drilling fluids, workover fluids, contaminants that cannot legally be disposed of in Class II disposal wells in accordance with Applicable Law;

(c) The Produced Water shall not contain suspended solids greater than [***] () microns in size;

(d) The temperature of the Produced Water shall not exceed [***] Fahrenheit;

(e) The PH range of the Produced Water shall be [***]; and

(f) The Produced Water shall not contain any material which would, in Gatherer's commercially reasonable opinion, result in a material adverse effect to the System; provided that if this GTC Section V(f) is applicable to Produced Water, the rights, obligations and responsibility for such Produced Water set forth in Article V shall not apply until the [***] day of the [***] Month that is [***] days after Gatherer provides Producer written notice of such non-conformance.

Gatherer will test Produced Water delivered hereunder for H_2S content at each Measurement Point or at such other point downstream of the Delivery Points prior to Gatherer's receipt of Produced Water into the Pipeline System from any Person other than Producer, which will result in a determination of H_2S content on a blended basis for all Produced Water delivered to each such Measurement Point or other testing point. If any such test concludes that the blended stream of Produced Water delivered to a Measurement Point contains more than [***] ppm of H_2S dissolved, then all Produced Water delivered by Producer to the Delivery Points upstream of such Measurement Point will be treated as Non-Conforming Produced Water and addressed pursuant to Article V.

Section VI.
Delivery Pressure; Downhole Operations; Post-Effective Date Disposal Facilities

(a) Delivery Pressure. Except for the Tin Horn Delivery Points, which are addressed in the remainder of this GTC Section VI(a), Producer will deliver Produced Water to Gatherer at each Delivery Point at a pressure sufficient to enter the Pipeline System, as applicable, against the actual operating pressure, as the same may vary from time to time; provided that Producer shall not be required to deliver Produced Water into the Pipeline System at a Delivery Point in excess of the Maximum Delivery Point Pressure for such Delivery Point. Producer will deliver Produced Water to the flowlines connected to the Tin Horn Delivery Point Batteries at a pressure sufficient to enter the Pipeline System from the applicable Tin Horn Delivery Points; provided that Producer shall not be required to deliver Produced Water into such flowlines at a pressure in excess of [***] psig. If Producer delivers Produced Water into such flowlines at a pressure of [***] psig and such Produced Water cannot enter the Pipeline System at any of the applicable Tin Horn Delivery Points, Gatherer shall, at its sole cost and expense, install all necessary equipment and facilities to enable such Produced Water to be delivered into the Pipeline System at the applicable Tin Horn Delivery Points.

(b) Downhole Operations. If Producer, acting in good faith, believes it is necessary to shut-in a disposal well on the System that injects water at a depth shallower than [***] feet below the surface to ensure that Downhole Operations conducted within [***] of such disposal well are carried out in a safe and prudent manner, then Gatherer, upon as much advance written notice as reasonably possible, but in any event at least [***] days' advance written notice, shall exercise Reasonable Efforts to temporarily cease disposing of Produced Water into such disposal well to accommodate such Downhole Operations; provided, that the Parties will cooperate to minimize the duration of any such event; provided, further, that in no event will Gatherer be required to cease disposal of Produced Water into such disposal well for a period of more than seven cumulative days. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that any volumes of Committed Produced Water that Gatherer is unable to receive or accept into the System as result of a disposal well having been shut-in pursuant to this GTC Section VI(b) will not be counted as Makeup Volumes or be subject to or trigger the permanent release provisions set forth in Section 3.3(b) or give rise to any other right or remedy of Producer other than Producer's right to a temporary release of such volumes pursuant to Section 3.3(a).

(c) Post-Effective Date Disposal Facilities. Following the Effective Date, except with respect to the facilities set forth on Schedule VI(c), if a Disposal System facility will be located on a Dedicated Interest, prior to proceeding with such facility Gatherer will consult with Producer (and Producer shall provide any relevant seismic data it or its consultant possesses and can disclose to assist with such consultation), and use its Reasonable Efforts to accommodate any specific requests of Producer regarding the precise location and construction and operating plan for such facility; provided that this Section shall not apply to disposal facilities permitted as of the Effective Date.

Section VII.
Taxes

Producer agrees to pay, or cause to be paid, (a) all taxes, assessments or other charges now or hereinafter in effect that are lawfully levied and/or imposed upon Producer or its Affiliates with respect to Produced Water, redelivered Produced Water and Permitted Undelivered Volumes, in each case, prior to its delivery at the Delivery Points, and (b) without duplication, any New Mexico gross receipts tax, Texas sales tax, or other sales, transaction, or gross receipts tax due with respect to the Services or Recycled Water purchased hereunder (other than Income Taxes, including the Texas franchise tax) (collectively, " Producer Taxes"). Gatherer agrees to pay, or cause to be paid, (I) all taxes, assessments or other charges now or hereinafter in effect that are lawfully levied and/or imposed upon Gatherer or its Affiliates with respect to (A) Produced Water, redelivered Produced Water and Permitted Undelivered Volumes, in each case, at and after its delivery at the Delivery Points and (B) without duplication, the Services provided hereunder, other than, in each case, Producer Taxes, and (II) all federal, state and local income or franchise taxes imposed on Gatherer's or its Affiliate's income or revenues (collectively, " Income Taxes"), other than, in each case, Producer Taxes. Gatherer shall remit Producer Taxes on behalf of Producer to the applicable taxing authority in accordance with applicable law, in which event the amount of such Producer Taxes remitted on Producer's behalf shall be (x) reimbursed by Producer, (y) collected from Producer under Section VIII or (z) deducted from amounts otherwise due Producer under this Agreement, in each case, upon receipt of invoice by Producer with corresponding documentation from Gatherer setting forth such payments. Neither Party shall be responsible nor liable for any taxes or other charges levied or assessed against the facilities of the other Party, including ad valorem tax (however assessed), or against the net worth or capital stock of such Party.

Section VIII.
Billings and Payments

(a) Statement and Payment. On or before the fifteenth (15th) day following each Month, Gatherer will send to Producer a detailed statement for each Measurement Point and Redelivery Point, setting forth the preceding Month's (except for clause (iv) below, which shall be provided for each Month on the statement following Gatherer's receipt of the Permitted Undelivered Volumes for such Month from Producer as provided in Section 2.5(b)(vi)) calculations for: (i) the total volume, in Barrels, of Producer's Produced Water delivered to each Measurement Point, (ii) the total volume, in Barrels, of Produced Water redelivered to Producer to each Redelivery Point (including the allocation of such Produced Water to the applicable Measurement Points based on the allocation methodology provided by Producer to Gatherer), (iii) the Service Fees [***] (iv) the total volume, in Barrels, of Permitted Undelivered Volumes and the Service Fees [***] due for such Permitted Undelivered Volumes (allocated on a Measurement Point basis), (v) Producer Taxes that Gatherer has paid or will pay on behalf of Producer for with respect to such previous Month's Services, and (vi) the total amount owed by Producer to Gatherer for such previous Month's Services, [***] any other amount due Producer hereunder for such previous Month. Gatherer shall net any outstanding amounts owed by Gatherer to Producer under this Agreement against outstanding amounts owed by Producer to Gatherer under this Agreement and any details associated with any such netted amounts shall be shown on the Monthly statement. If the information necessary for Gatherer's calculation or payment of the amounts due Producer under this Agreement is in Producer's or Producer's designee's possession, including information with respect to calculating the Reference Oil Price hereunder, it is Producer's responsibility to provide Gatherer with such information promptly after the same is requested by Gatherer. If such information is not promptly provided by Producer in response to a request from Gatherer, then Gatherer may, in a reasonable manner, estimate the invoice amount subject to adjustment upon receipt of the applicable information. Producer will pay any undisputed net amounts owed Gatherer within thirty (30) days of receipt of a correct and proper invoice for payment by direct deposit (ACH) in accordance with the ACH instructions provided by Gatherer to Producer. Any undisputed amount which shall remain unpaid after thirty (30) days from the date of Producer's receipt of the applicable invoice shall accrue interest, starting on the date such invoice becomes overdue, at the Overdue Rate, until the date the unpaid balance is paid. Should Gatherer not receive payment in full for any amounts that are not disputed in good faith within ninety (90) days of Producer's receipt of any invoice, Gatherer may refuse to receive Produced Water until such past-due amount is paid in full. Gatherer will pay any amount due Producer on or before the last day of the Month immediately following the Month in which amount accrues.

(b) Audit. With not less than thirty (30) days' advance written notice to Gatherer, Producer will have the right at all reasonable times and during normal business hours during the term of this Agreement to audit the books and records of Gatherer, including the ability to make copies of the same, to the extent reasonably necessary to verify performance under the terms and conditions of this Agreement, including the accuracy of any statement, allocation, measurement, computation, charge or payment made under or pursuant to this Agreement. Additionally, Producer reserves the right to perform site inspections or carry out field visits of the assets and related measurement equipment being audited, upon request to and in compliance with the safety and other reasonable requirements of Gatherer. The Parties shall agree in good faith on a mutually acceptable time and location to commence any audit initiated under the terms of this Section, and such audit shall be performed in reasonable accommodations at the relevant offices or other work locations of Gatherer. Gatherer shall respond to all exceptions and claims of discrepancies within sixty (60) days of receipt thereof. Producer shall have a right to audit the preceding Months from the date of notice of the audit.

(c) Billing Adjustments. Each Party must promptly notify the other Party of any overcharge or undercharge that is discovered after payment has been made. Subject to GTC Section VIII(b), within thirty (30) days of such notice, Gatherer will refund the amount of any overcharge received by Gatherer, and Producer will pay the amount of any undercharge due Gatherer, as the case may be; provided, however, that no retroactive adjustments will be made for any overcharge or undercharge that is not submitted to the other Party in writing within the preceding 24 Month period. The provisions of this GTC Section VIII(c) will survive the termination of this Agreement.

Section IX.
Warranty and Control

(a) Warranty. Producer represents and warrants to Gatherer that, except for Permitted Liens and Prior Dedications specified on Schedule 2.5(a), Producer's Produced Water delivered to the Delivery Points is free and clear of all claims, liens and encumbrances created by, through or under Producer, but not otherwise.

(b) Payment of Burdens on Production. Producer agrees to pay, or cause to be paid all valid and subsisting royalties, overriding royalties, production payments and all other burdens for interests attributable to, or other valid and subsisting interests in, Produced Water delivered to the Delivery Points that are due to any Person under any leases, operating agreements or other agreements to which Producer is a party or to which Producer's title to its interests are subject, in accordance with the terms thereof.

(c) Permitting and Compliance with Laws. Gatherer hereby represents, guarantees, and warrants that it: (i) has all necessary rights at law to perform the Services, (ii) is licensed to perform the Services; (iii) is registered with the appropriate Governmental Authorities; (iv) has and will maintain all applicable permits, and (v) will comply with all Applicable Law, in each case, as the Services are to be performed hereunder. If during the Term of this Agreement, Gatherer becomes obligated as a result of a Change in Law Event to bear Compliance Costs, Gatherer shall so notify Producer in writing and Gatherer shall have the right to recover the pro rata portion of such Compliance Costs (based on each customer's aggregate volume of Produced Water delivered to the System during the last [***] Months prior to the date of Gatherer's notice of a Service Fee increase under this Section, which such ratable allocation shall be recomputed for each successive [***] Month period Gatherer incurs such Compliance Costs). Gatherer shall recover Producer's ratable portion of such Compliance Costs by a corresponding increase in the Service Fee then in effect; provided that for Compliance Costs consisting of capital expenses, Producer's pro rata portion of such expenses shall be recovered over a minimum of the next ensuing [***] contract years or, if less than [***] years remain in the Term, over the number of years remaining in the Term. Notwithstanding the foregoing provisions of this Section, if the expenses sought to be recovered from Producer involve the addition of any facilities having a useful life longer than the remaining Term, in lieu of a Service Fee increase that recovers the cost of such facilities, and only to the extent Gatherer reasonably determines that it can economically recover the costs of such additional facilities, Producer shall only be responsible for an incremental Service Fee increase determined by the cost of the facilities, depreciated over a[***] -year period, with an annual return on the investment of [***]. The Parties expressly agree that any proposed increase under this Section that would result in the Service Fee being increased, in the aggregate for all such increases under this Section, by more than [***] per Barrel shall require the prior written approval of Producer, and if such approval is not granted by Producer within [***] days of Gatherer's written request therefor and Gatherer is unwilling to bear the excess costs (which Gatherer shall so confirm to Producer in writing within [***] days following such [***]-day period), Producer shall have the right to terminate this Agreement by providing at least [***] days' prior written notice to Gatherer (unless such increase is to be effective prior to such [***]-day period, in which case Producer shall have the right to terminate this Agreement prior to such fee increase). For the avoidance of doubt, if Gatherer is willing to bear the excess costs above the [***] per Barrel cap noted above and provides the requisite notice specified above, then Producer shall not have a right to terminate this Agreement under this Section. If Gatherer seeks to recover Compliance Costs from Producer, it will do so in a manner that is reasonable and equitable to all customers on the System.

(d) Indemnification. Subject to Section 5.2, GTC Section XI(d), and Exhibit F, **GATHERER AGREES TO DEFEND, RELEASE, INDEMNIFY AND HOLD THE PRODUCER GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING FROM (A) PHYSICAL DAMAGE TO PROPERTY (INCLUDING THE PERSONAL PROPERTY OF ANY MEMBER OF THE PRODUCER GROUP) OR PHYSICAL INJURY TO OR DEATH OF ANY PERSON, IN EACH CASE TO THE EXTENT CAUSED BY THE NEGLIGENCE, ERRORS OR OMISSIONS OF ANY MEMBER OF THE GATHERER GROUP, (B) ANY VIOLATION BY ANY MEMBER OF THE GATHERER GROUP OF ANY APPLICABLE LAW, (C) ANY FAILURE BY GATHERER TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, OR (D) ANY BREACH OF ANY REPRESENTATION MADE BY GATHERER UNDER THIS AGREEMENT.**

(e) Producer's Control and Liability. **PRODUCER WILL BE DEEMED IN CONTROL AND POSSESSION OF, AND HAVE TITLE TO, PRODUCED WATER BEFORE SUCH PRODUCED WATER IS DELIVERED TO GATHERER AT THE APPLICABLE DELIVERY POINT, WITH RESPECT TO PRODUCED WATER REDELIVERED TO PRODUCER AT A REDELIVERY POINT, FROM AND AFTER SUCH PRODUCED WATER IS SO REDELIVERED TO PRODUCER AT SUCH REDELIVERY POINT, AND WITH RESPECT TO RECYCLED WATER PURCHASED HEREUNDER, FROM AND AFTER SUCH RECYCLED WATER IS DELIVERED TO PRODUCER AT THE APPLICABLE DELIVERY POINT. SUBJECT TO GTC SECTION XI(D), GTC SECTION IX(D), AND EXHIBIT F, PRODUCER WILL BE RESPONSIBLE FOR AND WILL INDEMNIFY, HOLD HARMLESS, DEFEND AND RELEASE THE GATHERER GROUP FROM AND AGAINST ANY AND ALL CLAIMS CAUSED BY PRODUCED WATER OR RECYCLED WATER WHILE SUCH PRODUCED WATER OR RECYCLED WATER, AS APPLICABLE, IS IN PRODUCER'S CUSTODY AND CONTROL, IN EACH CASE, REGARDLESS OF FAULT.**

(f) Gatherer's Control and Liability. **GATHERER WILL BE DEEMED IN CONTROL AND POSSESSION OF, AND HAVE TITLE TO, PRODUCED WATER AFTER SUCH PRODUCED WATER IS DELIVERED TO GATHERER AT THE APPLICABLE DELIVERY POINT, WITH RESPECT TO PRODUCED WATER REDELIVERED TO PRODUCER AT A REDELIVERY POINT, PRIOR TO THE TIME SUCH PRODUCED WATER IS SO REDELIVERED TO PRODUCER AT SUCH REDELIVERY POINT, AND WITH RESPECT TO RECYCLED WATER PURCHASED HEREUNDER, PRIOR TO THE TIME SUCH RECYCLED WATER IS DELIVERED TO PRODUCER AT THE APPLICABLE DELIVERY POINT. SUBJECT TO SECTION 5.2, GTC SECTION XI(D), AND EXHIBIT F, GATHERER WILL BE RESPONSIBLE FOR AND WILL INDEMNIFY, HOLD HARMLESS, DEFEND AND RELEASE THE PRODUCER GROUP FROM AND AGAINST ANY AND ALL CLAIMS CAUSED BY PRODUCED WATER OR RECYCLED WATER WHILE SUCH PRODUCED WATER OR RECYCLED WATER, AS APPLICABLE, IS IN GATHERER'S CUSTODY AND CONTROL, IN EACH CASE, REGARDLESS OF FAULT.**

Section X.
Force Majeure

(a) Suspension of Obligations and Notice of Force Majeure. In the event either Party is rendered unable, wholly or in part, by an event of Force Majeure to carry out its obligations under this Agreement, the Party so affected must notify the other Party of the Force Majeure, describing it in reasonable detail. Notice must be given orally as soon as practicable and followed in writing as soon as reasonably practicable, not to exceed three (3) business days. The obligations of the Parties, so far as they are affected by such Force Majeure, will be suspended during the continuance of the event of Force Majeure (and, except as otherwise expressly provided herein, obligations subject to a deadline shall be extended day for day for the duration of such Force Majeure), but for no longer period, and the Party claiming such Force Majeure will use Reasonable Efforts to remedy the Force Majeure with all commercially reasonable dispatch; provided that in no event shall any event of Force Majeure excuse the obligation of a Party to pay amounts owed or provide indemnity when required hereunder.

(b) Definition. [***]

Section XI.
Events of Default; Remedies for Breach

(a) Events of Default. Each of the following shall constitute an event of default ("Event of Default") by a Party:

(1) the Bankruptcy of that Party; or

(2) the failure of that Party to perform any material obligation under this Agreement.

[***]

Notice; Opportunity to Cure. Upon an Event of Default under this Agreement, then the other Party may deliver written notice to the breaching Party of the default (the "Default Notice"), specifying the default in reasonable detail and must make Reasonable Efforts to contact a member of the breaching Party's management team. The Party in default will have [***] days from receipt of such Default Notice to remedy the default (in which case, after receiving such notice, it will, in good faith, promptly commence and diligently pursue such remedy); provided that if a remedy cannot be effected within such [***]-day period, a period of additional time as is reasonably necessary to cure such breach if the defaulting Party has commenced a remedy within such [***]-day period and diligently pursues such remedy during the additional period and such additional period does not extend beyond [***] days. Notwithstanding the foregoing, this GTC Section XI(b) shall not apply in the event of the Bankruptcy of either Party under GTC Section XI(a)(1) or with respect to the remedies provided to Producer (including the time at which Producer may exercise such remedies) in Article III of the Agreement.

(b) Remedies. Upon the occurrence and continuance of an Event of Default under this Agreement and upon the non-defaulting Party giving proper notice and the defaulting Party an opportunity to cure under GTC Section XI(b), as applicable, the non-defaulting Party shall have the following rights and remedies at its election, both individually or in combination (unless otherwise set forth below), which remedies shall run with Dedicated Interests and the System:

(1) Suspend performance or terminate this Agreement;

(2) Pursue such other remedy or remedies as may be available to it under this Agreement (including exercising the rights of recoupment, setoff, offset, deduction, or liquidation), at law or in equity; and

(3) For clarity, upon any termination of this Agreement due to an Event of Default, Producer, its Affiliates and its and their successors and assigns shall be permanently released from all obligations with respect to the Dedication. Any such termination will be an additional remedy and will not prejudice the right of the Party not in default to collect any amounts due it hereunder and any damage or loss suffered by it and will not waive any other legal or equitable remedy to which the Party not in default may be entitled for breach of this Agreement.

(c) Limitation of Damages. **NEITHER PARTY WILL BE LIABLE OR OTHERWISE RESPONSIBLE TO THE OTHER PARTY OR ANY MEMBER OF ITS GROUP FOR, AND EACH PARTY EXPRESSLY WAIVES, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OR, TO THE EXTENT CONSTITUTING ONE OF THE FOREGOING TYPES OF DAMAGES, LOST PROFITS, REVENUES OR BUSINESS OPPORTUNITY, WHICH ARISE OUT OF OR RELATE TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT BE CONSTRUED AS LIMITING ANY OBLIGATION OF EITHER PARTY UNDER THIS AGREEMENT TO INDEMNIFY THE OTHER PARTY AGAINST CLAIMS ASSERTED BY THIRD PARTIES, INCLUDING CONSEQUENTIAL, INDIRECT, OR EXEMPLARY DAMAGES, TO THE EXTENT SUCH PARTY IS ENTITLED TO INDEMNIFICATION HEREUNDER FROM THE OTHER PARTY FOR SUCH CLAIMS.**

Section XII.
Assignments

(a) Subject to the last sentence of Section 2.7(a), this Agreement, and the rights and obligations hereunder, including, without limitation, the Dedication, shall extend to and inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any transfer or assignment by Producer of any of its Dedicated Interests, other than in connection with Permitted Liens, and any transfer or assignment by Gatherer of any of its interest in the System or this Agreement, shall be expressly made subject to the terms and conditions of this Agreement, including, without limitation, the Dedication. Except as set forth in Section 2.6, Section 2.7, and GTC Section XII(b), neither Party shall have the right to assign its respective rights and obligations in whole or in part under this Agreement without the prior written consent of the other Party (such consent shall not be unreasonably withheld, conditioned or delayed). To the extent Producer assigns all or any portion of the Dedicated Interests to any Person other than to an Affiliate, (i) the assignee shall receive only the rights and be bound by only the obligations hereunder as to such Dedicated Interests assigned by Producer to such assignee and this Agreement shall not apply to any other interest that may be owned or subsequently acquired by such assignee, (ii) for any partial assignment, Producer shall in all respects remain bound by this Agreement with respect to all Dedicated Interests Producer has not assigned in accordance with this GTC Section XII(a), and all Dedicated Interests subsequently acquired by Producer, and (iii) Producer shall be jointly and severally liable with such assignee for all obligations of such assignee under this Agreement with respect to such assigned Dedicated Interests until such time as such assignee has agreed in a writing to assume this Agreement with respect to such assigned Dedicated Interests, which such writing may be an assignment of assigned contracts pursuant to a purchase and sale or other agreement evidencing the assignment of the Dedicated Interests to such assignee and which such writing shall be provided to Gatherer; provided, that, such assignee will not be required to dedicate any interests (other than the acquired Dedicated Interests) that it or its Affiliates own as of the date it acquires Dedicated Interests from Producer (or any Produced Water attributable thereto) or interests acquired by such assignee or its Affiliates after the date it acquires the Dedicated Interests from Producer (or any Produced Water attributable thereto). Upon the satisfaction of the foregoing GTC Section XII(a)(iii), Producer shall be released from all obligations under this Agreement with respect to assigned Dedicated Interests from and after the effective date of such assignment.

(b) [***]

i. Gatherer may assign its rights and obligations under this Agreement without the consent of Producer, in whole, but not in part, if such assignment is made to an Affiliate;

ii. [***]

iii. [***]

iv. Subject to the requirements of GTC Section XII(a), Producer shall have the right to assign its rights and obligations under this Agreement, in whole or in part, as applicable, without the consent of Gatherer, to any Person to whom Producer sells, assigns or otherwise transfers all or any portion of its Dedicated Interests; and

v. Gatherer may subcontract any of the Services to be performed hereunder without the consent of Producer; provided that Gatherer remains obligated to Producer for all of its obligations hereunder.

Section XIII.
Dispute Resolution; Arbitration

(a) Any Dispute shall be resolved solely and exclusively in accordance with this GTC Section XIII. The Parties shall attempt in good faith to settle any Dispute by mutual discussions within thirty (30) days after the date that one Party gives written notice to the other Party of such Dispute. If the Dispute is not resolved within such thirty (30) day period, or such longer period that may subsequently be agreed to in writing by the Parties, the Parties may cause the Dispute to be finally settled by arbitration in accordance with GTC Section XIII(b).

(b) **THE ARBITRATION SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AAA IN EFFECT AT THE TIME OF THE ARBITRATION, EXCEPT AS MAY BE MODIFIED HEREIN OR BY MUTUAL AGREEMENT OF THE PARTIES. THE SEAT OF THE ARBITRATION SHALL BE IN HOUSTON, TEXAS. THE ARBITRATION SHALL BE CONDUCTED BY THREE ARBITRATORS. THE PARTY INITIATING ARBITRATION (THE "CLAIMANT") SHALL APPOINT AN ARBITRATOR IN ITS REQUEST FOR ARBITRATION (THE "REQUEST"). THE OTHER PARTY (THE "RESPONDENT") SHALL APPOINT AN ARBITRATOR WITHIN [***] DAYS OF RECEIPT OF THE REQUEST AND SHALL NOTIFY THE CLAIMANT OF SUCH APPOINTMENT IN WRITING. THE FIRST TWO ARBITRATORS APPOINTED IN ACCORDANCE WITH THIS GTC Section XIII(b) SHALL APPOINT A THIRD ARBITRATOR WITHIN [***] DAYS AFTER THE RESPONDENT HAS NOTIFIED THE CLAIMANT OF THE APPOINTMENT OF THE RESPONDENT'S ARBITRATOR. WHEN THE THIRD ARBITRATOR HAS ACCEPTED THE APPOINTMENT, THE TWO ARBITRATORS MAKING THE APPOINTMENT SHALL NOTIFY THE PARTIES OF THE APPOINTMENT. IF THE FIRST TWO ARBITRATORS FAIL TO APPOINT A THIRD PARTY ARBITRATOR OR TO NOTIFY THE PARTIES WITHIN THE TIME PERIOD DESCRIBED ABOVE, THEN THE AAA SHALL APPOINT THE THIRD ARBITRATOR AND SHALL PROMPTLY NOTIFY THE PARTIES OF THE APPOINTMENT. THE THIRD ARBITRATOR SHALL ACT AS CHAIR OF THE TRIBUNAL. THE ARBITRAL AWARD SHALL BE IN WRITING AND SHALL BE ACCOMPANIED BY A STATEMENT OF REASONS UPON WHICH THE AWARD IS BASED. THE AWARD WILL BE FINAL AND BINDING UPON THE PARTIES. THE AWARD MAY INCLUDE AN AWARD OF COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS. JUDGMENT UPON THE AWARD MAY BE ENTERED BY ANY COURT HAVING JURISDICTION THEREOF. WITHOUT AN EXPRESS AWARD OF COSTS BY THE TRIBUNAL, THE COSTS OF THE ARBITRATION SHALL BE SHARED EQUALLY BY THE CLAIMANT AND RESPONDENT.**

(c) **THIS AGREEMENT AND ANY DISPUTE INVOLVING THIS AGREEMENT, INCLUDING ANY DISPUTE BY OR BETWEEN THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS OTHERWISE APPLICABLE TO SUCH DETERMINATIONS.**

Section XIV.
Confidentiality

Any information belonging to a Party that is confidential and disclosed to the other Party in the course of performance or negotiation of this Agreement, including the terms of the Agreement and the amount of the fees payable hereunder (but not the existence of the Agreement) and any Development Plan (collectively, the "Confidential Information"), shall be held in confidence and shall not be disclosed to others without the written approval of the disclosing Party. Confidential Information is not information that is (a) already known to the receiving Party at the time of disclosure by the disclosing Party, (b) now or hereafter becomes available within the public domain other than as a result of a breach of this Agreement, (c) received by a Party under no obligation to keep the Confidential Information confidential, or (d) independently developed by a Party without reliance on Confidential Information. A Party shall have the right to disclose Confidential Information without the consent of the other Party to working interest, royalty and other interest owners with respect to the Dedicated Wells; such Party's Affiliates, and its and their lenders, counsel, advisors, consultants, accountants, auditors, officers, directors, members, partners, shareholders; potential purchasers of any or all of the Dedicated Interests, the System, or equity of a Party or any of its Affiliates, as applicable, or and other persons of responsibility who have a need to know the Confidential Information; provided that such Persons are bound by a written agreement to maintain confidentiality or are already required by their normal conduct of business to maintain confidentiality of the Confidential Information, and with respect to a potential assignee or purchaser, such Person must, prior to such disclosure, agree to not use Confidential Information for any purpose other than evaluating the potential transaction. A Party may disclose Confidential Information without the consent of the other Party to the extent necessary for such Party to enforce its rights hereunder against the other Party and in connection with a subpoena, interrogatory, request for production, civil investigative demand, regulatory requirements, securities laws or other such legal process required by Applicable Law, but only to the extent necessary, in the advice of counsel, to fully comply with such Applicable Law and after providing prior written notice to the non-disclosing Party, if such notice is permitted under Applicable Law. Upon the request of the disclosing Party, the Party who has received the disclosing Party's Confidential Information shall either return such Confidential Information or destroy it to the satisfaction of the disclosing Party; provided that the receiving Party may retain a copy of Confidential Information as necessary to comply with Applicable Law. The Parties agree that the restriction on disclosure of Confidential Information will not be construed as prohibiting any Party from reflecting the payment amounts made herein in financial statements or in regulatory filings.

Without the other Party's prior written consent (which consent may be withheld in such other Party's sole discretion), neither Party will issue, or knowingly permit any agent or Affiliate of it to issue, any press releases or otherwise make, or knowingly cause any agent or Affiliate of it to make, any public statements (including a social media posting) with respect to any Confidential Information.

Section XV.
Miscellaneous

(a) Further Assurances. Each Party agrees to execute and deliver, or cause to be executed and delivered, such other instruments and to do, or cause to be done, such other acts and things as might reasonably be requested by the other Party to ensure that the benefits to the Parties of the rights set forth in this Agreement are realized by the Parties. Without limitation of the foregoing, Gatherer agrees to execute all documents reasonably requested by Producer to confirm or document any permanent releases of Dedicated Interests from this Agreement, including any partial termination of this Agreement and any amendment to the Memorandum documenting such permanent release.

(b) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and there are no agreements, modifications, conditions or understandings, written or oral, expressed or implied, pertaining to the subject matter of this Agreement which are not contained in this Agreement.

(c) References and Construction. All references in this Agreement to articles, sections, subsections and other subdivisions refer to corresponding articles, sections, subsections and other subdivisions of this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any articles, sections, subsections and other subdivisions of this Agreement are for convenience only, will not constitute part of the foregoing and will be disregarded in construing the language contained in those articles, sections, subsections and other subdivisions of this Agreement. The words "this Agreement," "this instrument," "herein," "hereof," "hereby," "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. Pronouns in masculine, feminine and neuter genders will be construed to include any other gender. Examples will not be construed to limit, expressly or by implication, the matter they illustrate. The word "or" is not intended to be exclusive and the word "includes" and its derivatives means "includes, but is not limited to" and corresponding derivative expressions. No consideration will be given to the fact or presumption that one Party had a greater or lesser hand in drafting this Agreement. References to any Applicable Law or agreement shall refer to such Applicable Law or agreement as it may have been or be amended from time to time. For any obligation owed by Producer under this Agreement, to the extent such obligation is performed by COG Operating LLC, such obligation shall be deemed to be performed on behalf of all entities constituting "Producer" that are Affiliates of COG Operating LLC.

(d) Modification. Modifications of this Agreement will be or become effective only upon the due and mutual execution of appropriate supplemental agreements or amendments hereto by duly authorized representatives of the respective Parties.

(e) Cumulative Remedies; No Waiver. Except as expressly provided herein, no remedy under this Agreement is intended to be exclusive of any other remedy, but each and every remedy shall be cumulative and in addition to any and every other remedy given under this Agreement and those provided by law and in equity. No delay or omission by either Party to exercise any right under this Agreement shall impair any such right nor be construed to be a waiver thereof. Except as expressly provided herein, no failure on the part of either Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right.

(f) No Other Beneficiaries. The provisions of this Agreement will not impart rights enforceable by any Person, firm or organization not a Party or not a successor or assignee of a Party to this Agreement, except as to those rights expressly provided to indemnified Persons in this Agreement; provided that only a Party will have the right to enforce the provisions of this Agreement on its own behalf or on behalf of any of its related indemnified Persons (but shall not be obligated to do so).

(g) Severability. If a court determines that any part or provision of this Agreement is illegal or unenforceable, then such provision shall, to the extent permitted by Applicable Law, be severed from the Agreement as if such illegal or unenforceable provision had never comprised a part of this Agreement, and, to the extent permitted by Applicable Law, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal or unenforceable provision or by its severance from this Agreement. However, in such event, the Parties shall promptly attempt in good faith to agree upon a substitute provision to replace the one held illegal, invalid or unenforceable, with a view toward achieving a valid and enforceable legal and economic effect as similar as is then reasonably possible to that originally provided for in this Agreement; provided that if the Parties cannot so agree, then the original provision shall not be substituted, but such original provision shall be, in any dispute before a court of competent jurisdiction, subject to reformation by the court so that the provision is made enforceable to the maximum extent allowable under Applicable Law.

(h) No Joint Venture. Nothing in this Agreement shall create an association, joint venture or partnership between the Parties or impose any partnership obligation or partnership liability on any Party. Neither Party shall have any right, power or authority to enter into any agreement or commitment or act on behalf of or otherwise bind the other Party without such Party's prior written consent.

(i) Expenses. All fees, costs and expenses incurred by the Parties in negotiating this Agreement shall be paid by the Party incurring the same, including legal and accounting fees, costs and expenses.

(j) Preparation of Agreement. Both Parties and their respective counsel participated in the preparation of this Agreement. In the event of any ambiguity in this Agreement, no presumption shall arise based on the identity of the draftsman of this Agreement.

(k) Headings. The topical headings and index used herein are inserted for convenience only and shall not be construed as having any substantive significance or meaning whatsoever, or as indicating that all of the provisions of this Agreement relating to any particular topic are to be found in any particular article or section.

(l) Independent Contractor. Gatherer is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with Producer other than an independent contractor, nor shall anything herein be construed as creating any relationship whatsoever between Producer and Gatherer and their respective employees.

(m) Survival. The provisions of this Agreement which are intended to extend beyond its termination, including the liability, indemnity, warranty and confidentiality provisions, and the provisions applicable to the enforcement of those provisions and/or the enforcement of rights and obligations incurred hereunder that are not fully discharged prior to the termination of this Agreement, shall survive termination to the extent necessary to effect the intent of the Parties and/or enforce such rights and obligations.

END OF EXHIBIT A

EXHIBIT B
to
Amended and Restated Water Gathering and Disposal Agreement

DEDICATED AREA

New Mexico, Eddy County and Lea County

STATE	COUNTY	TOWNSHIP	RANGE	SECTION
New Mexico	Eddy	18 S	27 E	13,14,21,22,23,24,25,26,27,28,29,31,32,33,34,35, 36
New Mexico	Eddy	18 S	28 E	1,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	18 S	29 E	1,2,3,4,5,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	18 S	30 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	18 S	31 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	19 S	26 E	1,12,13,22,23,24,25,26,27,33,34,35,36
New Mexico	Eddy	19 S	27 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	19 S	28 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	19 S	29 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	19 S	30 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	19 S	31 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	20 S	25 E	13,24,25,26,35,36
New Mexico	Eddy	20 S	26 E	1,2,3,4,5,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	20 S	27 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36

STATE	COUNTY	TOWNSHIP	RANGE	SECTION
New Mexico	Eddy	20 S	28 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	20 S	29 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	20 S	30 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	20 S	31 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	21 S	24 E	1,2,3,10,11,12,13,14,15,22,23,24,25,26,27,34,35,36
New Mexico	Eddy	21 S	25 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	21 S	26 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	21 S	27 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	21 S	28 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	21 S	29 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	21 S	30 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	21 S	31 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	22 S	24 E	1,2,3,10,11,12,13,14,15,16,21,22,23,24,25,26,27,28,33,34,35,36
New Mexico	Eddy	22 S	25 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	22 S	26 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	22 S	27 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	22 S	28 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36

STATE	COUNTY	TOWNSHIP	RANGE	SECTION
New Mexico	Eddy	22 S	29 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	22 S	30 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	22 S	31 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	23 S	24 E	1,2,3,4,9,10,11,12,13,14,15,16,21,22,23,24,25,26,27,28,33,34,35,36
New Mexico	Eddy	23 S	25 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	23 S	26 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	23 S	27 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	23 S	28 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	23 S	29 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	23 S	30 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	23 S	31 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	24 S	24 E	1,2,3,4,9,10,11,12,13,14,15,16,21,22,23,24,25,26,27,28,33,34,35,36
New Mexico	Eddy	24 S	25 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	24 S	26 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	24 S	27 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	24 S	28 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	24 S	29 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36

STATE	COUNTY	TOWNSHIP	RANGE	SECTION
New Mexico	Eddy	24 S	30 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	24 S	31 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	25 S	24 E	1,2,3,4,9,10,11,12,13,14,15,16,21,22,23,24,25,26,27,28,33,34,35,36
New Mexico	Eddy	25 S	25 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	25 S	26 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	25 S	27 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	25 S	28 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	25 S	29 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	25 S	30 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	25 S	31 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	26 S	24 E	1,2,3,4,9,10,11,12,13,14,15,16,21,22,23,24,25,26,27,28,33,34,35,36
New Mexico	Eddy	26 S	25 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	26 S	26 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	26 S	27 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	26 S	28 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	26 S	29 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Eddy	26 S	30 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36

STATE	COUNTY	TOWNSHIP	RANGE	SECTION
New Mexico	Eddy	26 S	31 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Lea	17 S	32 E	36
New Mexico	Lea	18 S	32 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Lea	19 S	32 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Lea	20 S	32 E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
New Mexico	Lea	20 S	33 E	30,31
New Mexico	Lea	21 S	32 E	6,7,18,19,30,31
New Mexico	Lea	22 S	32 E	6,7,18,19,30,31
New Mexico	Lea	23 S	32 E	6,7,18,19,30,31
New Mexico	Lea	24 S	32 E	6,7,18,19,30,31
New Mexico	Lea	25 S	32 E	6,7,18,19

STATE	COUNTY	TOWNSHIP	RANGE	SECTION
NEW MEXICO	LEA	18S	33E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	18S	34E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	18S	35E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	19S	33E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	19S	34E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	19S	35E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	20S	32E	36

NEW MEXICO	LEA	20S	33E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	20S	34E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	20S	35E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	20S	36E	6,7,18,19,20,21,28,29,30,31,32,33
NEW MEXICO	LEA	21S	32E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	21S	33E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	21S	34E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	21S	35E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	22S	32E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	22S	33E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	22S	34E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	22S	35E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	23S	32E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	23S	33E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	23S	34E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	23S	35E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	24S	32E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	24S	33E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36

NEW MEXICO	LEA	24S	34E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	24S	35E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	25S	32E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	25S	33E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	25S	34E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	25S	35E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	26S	32E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	26S	33E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	26S	34E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36
NEW MEXICO	LEA	26S	35E	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35,36

STATE	COUNTY	BLK	SECTION	SURVEY
TEXAS	CULBERSON	58 T1	1	NONE
TEXAS	CULBERSON	58 T1	2,3,4,5,6,7,8,9,10,11,12,15,16,17,18,19,20,21,22,27,28,29,30,31,32,33,34	T&P RR CO
TEXAS	CULBERSON	59 T1	1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24	T&P RR CO
TEXAS	CULBERSON	60 T1	1,6,12	T&P RR CO
TEXAS	CULBERSON	61 T1	2,3,4	T&P RR CO
TEXAS	LOVING	55 T1	2	T&P RR CO
TEXAS	REEVES	57 T1	6,7	T&P RR CO
TEXAS	REEVES	58 T1	1,12	T&P RR CO

[***]

END OF EXHIBIT B

EXHIBIT C
to
Amended and Restated Water Gathering and Disposal Agreement

FORM OF RECORDING MEMORANDUM

This Memorandum of Agreement ("Memorandum") is entered into as of [_____], 2020, between Solaris Midstream DB-NM, LLC ("Gatherer") and COG Operating LLC, a Delaware limited liability company ("COG"), COG Production LLC, a Texas limited liability company ("COGP"), Concho Oil & Gas LLC, a Delaware limited liability company ("CO&G"), and COG Acreage LP, a Texas limited partnership ("COGA", and with COG, COGP and CO&G collectively herein referred to in the singular as "Producer"). Gatherer and Producer are sometimes referred to herein individually as a "Party" or collectively as the "Parties".

Background:

Gatherer and Producer are parties to that certain Amended and Restated Water Gathering and Disposal Agreement, dated June 11, 2020 (as such agreement may have been or be amended from time to time, the "Agreement").

Gatherer and Producer desire to enter into, and record in the applicable land records, this Memorandum in order to place all third parties on notice of the Agreement.

Agreement

In consideration of the mutual covenants contained in the Agreement, Producer and Gatherer hereby agree and confirm the following:

1. The sole purpose of this Memorandum is to give notice of the existence of the Agreement. Certain provisions of the Agreement are summarized in this Memorandum, but do not constitute independent terms, provisions, covenants, conditions, representations, obligations or agreements other than as set forth in the Agreement, and this Memorandum does not modify, expand or diminish any of the rights or obligations of the Parties under the Agreement. In the event of a conflict between the terms of this Memorandum and the terms of the Agreement, the terms of the Agreement will prevail. A copy of the Agreement is in the possession of each of Gatherer and Producer at their respective offices, but is subject to certain confidentiality provisions on disclosure.

2. Producer and Gatherer are parties to the Agreement, and the Agreement is in full force and effective as of the Effective Date. Unless terminated earlier in accordance with any express provision of the Agreement, the Agreement will remain in full force and effect thereafter until February 28, 2033 (the "Primary Term"), and, unless terminated by either Party effective as of the end of the last day of the Primary Term upon at least 365 days' prior written notice, will continue year to year until the end of a yearly term extension when either Party provides at least 365 days' prior written notice of termination (such term, together with the Primary Term, being the "Term"). Notwithstanding the above, Producer shall have the option to extend the Primary Term by an additional five (5) years up to two times, exercisable by giving notice to Gatherer, at least 365 days prior to the end of the Primary Term or the then current 5-year renewal term, with such notice, if timely given, taking precedence over any notice of termination.

3. Beginning on the Effective Date and continuing through the Term, subject to the provisions of the Agreement (including Producer's Reservations), Producer and its Affiliates have: (a) dedicated to Gatherer for the performance of the Agreement all of the Dedicated Leases, whether now owned or hereafter acquired, as well as all of Producer's and its Affiliates' interests in Produced Water produced from the Dedicated Wells, and Produced Water that is attributable to the interests in those Dedicated Wells owned by working interest, royalty and overriding royalty owners other than Producer or any of its Affiliates that is not taken "in-kind" by such owners and for which Producer or any of its Affiliates have the right and obligation to dispose of such Produced Water, for so long as such right and obligation exists and such Produced Water is not taken "in-kind" by such owners, in each case, that is attributable to the Dedicated Interests and produced from any Dedicated Well (all such Produced Water described in this clause (a), "Committed Produced Water"), and (b) deliver to Gatherer at the Delivery Points, all such Committed Produced Water (collectively, the "Dedication").

4. If, after the Effective Date, Producer or any of its Affiliates acquire additional Dedicated Interests located in the Dedicated Area, then such Dedicated Interests and the Committed Produced Water produced from or attributable to such Dedicated Interests will automatically be subject to the Dedication and such Committed Produced Water will be subject to the Agreement without any further actions by the Parties; provided, however, if any such Dedicated Interests or Produced Water produced from or attributable thereto is subject to a prior written dedication or commitment for gathering or disposal of Produced Water (or a right of first refusal to provide such services, or a similar right, in either case, that burdens the applicable Dedicated Interests) at the time of acquisition which was not granted by Producer or its Affiliates at the time of or in connection with the acquisition of such Dedicated Interests (a "Prior Dedication"), then such Dedicated Interests and Produced Water will be excluded from the Dedication (and such Produced Water will not be Committed Produced Water) until, subject to certain other terms of the Agreement, such Prior Dedication terminates.

For purposes of the foregoing:

(a) "Affiliate" means, subject to certain exceptions set forth in the Agreement, with respect to any Person, any other Person directly, or indirectly through one or more intermediaries, Controlling, Controlled by or under common Control with such Person.

(b) "Control", "Controlling", or "Controlled" means, with respect to a Person, the possession, directly or indirectly, of either (i) the majority of the ownership of such Person, whether that be through shares of stock, partnership interest, units or membership interest or (ii) power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or other beneficial interests, by contract or otherwise.

(c) "Dedicated Area" means all lands within the area described in Exhibit 1.

(d) "Effective Date" is June 11, 2020.

(e) "Dedicated Interests" means collectively the Dedicated Leases and the Dedicated Wells.

(f) "Dedicated Lease" means Producer's and/or its Affiliates' interests in and to an oil, gas and/or mineral leases, fee minerals or similar interests covering lands located within the Dedicated Area that are or will be operated by Producer or any of its Affiliates.

(a) "Dedicated Well" means any oil and/or gas well (i) to the extent producing hydrocarbons from or attributable to one or more Dedicated Leases, (ii) in which Producer and/or any Affiliate of Producer owns a working interest, and (iii) that is operated by Producer or any Affiliate of Producer.

(b) "Governmental Authority" means any entity of or pertaining to government, including, but not limited to, any federal, state, local, foreign governmental or administrative authority, agency, court, tribunal, arbitrator, commission, board or bureau.

(c) "Person" means individual, corporation, partnership, joint venture, association, limited liability company, trust, unincorporated organization or Governmental Authority.

(d) "Produced Water" means all water (including fluids and materials contained therein) produced in association with the completion or production of oil and/or gas and flow back water from wells, excluding skim oil and other hydrocarbons removed from such water prior to delivery to Gatherer.

(e) Any other capitalized term used in this Memorandum but not defined herein has the meaning set forth for such term in the Agreement.

[Signature Pages Follow]

Gatherer and Producer have executed this Memorandum as of the date first set forth above.

PRODUCER

COG OPERATING LLC

By: _____
Name:
Title:

COG PRODUCTION LLC

By: _____
Name:
Title:

CONCHO OIL & GAS LLC

By: _____
Name:
Title:

COG ACREAGE LP
By: COG Production LLC, its general partner

By: _____
Name:
Title:

GATHERER:

SOLARIS MIDSTREAM DB-NM, LLC

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
) ss:
COUNTY OF _____)

The foregoing instrument was signed and acknowledged before me this ___ day of June, 2020, by _____of COG Operating LLC, for and on behalf of such limited liability company.

Notary Public
My commission expires: _____
Commission # _____

STATE OF TEXAS)
) ss:
COUNTY OF _____)

The foregoing instrument was signed and acknowledged before me this ___ day of June, 2020 by _____of COG Production LLC, for and on behalf of such limited liability company.

Notary Public
My commission expires: _____
Commission # _____

STATE OF TEXAS)
) ss:
COUNTY OF _____)

The foregoing instrument was signed and acknowledged before me this ___ day of June, 2020, by _____of Concho Oil & Gas LLC, for and on behalf of such limited liability company.

_____
Notary Public
My commission expires: _____
Commission # _____

STATE OF TEXAS)
) ss:
COUNTY OF _____)

The foregoing instrument was signed and acknowledged before me this ___ day of June, 2020, by _____of COG Acreage LP, for and on behalf of such limited partnership.

_____
Notary Public
My commission expires: _____
Commission # _____

STATE OF TEXAS)
) ss:
COUNTY OF _____)

The foregoing instrument was signed and acknowledged before me this ___ day of June, 2020, by _____, as _____ of Solaris Midstream DB-NM, LLC, for and on behalf of such company.

_____
Notary Public
My commission expires: _____
Commission # _____

EXHIBIT 1
to
MEMORANDUM OF AGREEMENT

DEDICATED AREA

[To match Exhibit B]

MAP OF THE DEDICATED AREA

Below is a reference map of the Dedicated Area. In the event of the conflict between the table on the previous pages and the map, the table on the previous pages shall prevail.

[To match Exhibit B]

END OF EXHIBIT C

Exhibit 1 to
Memorandum of Water Gathering and Disposal Agreement

EXHIBIT D-1
to
Amended and Restated Water Gathering and Disposal Agreement

Initial Delivery Points

Project Atlantis

DELIVERY POINT	LATITUDE	LONGITUDE
[***]	[***]	[***]

END OF EXHIBIT D-1

EXHIBIT D-2
to
Amended and Restated Water Gathering and Disposal Agreement

DELIVERY POINT	LATITUDE	LONGITUDE	APR-19	MAY-19	JUN-19
[***]	[***]	[***]	[***]	[***]	[***]

END OF EXHIBIT D-2

EXHIBIT D-3
to
Amended and Restated Water Gathering and Disposal Agreement

Initial Delivery Points

Project Poseidon

DELIVERY POINT	LATITUDE	LONGITUDE	SYSTEM	CONNECTION TYPE	DP FID
[***]	[***]	[***]	[***]	[***]	[***]

END OF EXHIBIT D-3

EXHIBIT D-4
to
Amended and Restated Water Gathering and Disposal Agreement

Existing Poseidon Tank Batteries Not Connected to Pipe (Trucked to Disposal)*

DELIVERY POINT	LATITUDE	LONGITUDE	CONNECTION TYPE	DP FID	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]

* [***]

[***] **(Tied to Poseidon Gathering Systems)***

DELIVERY POINT	LATITUDE	LONGITUDE	WGS	CONNECTION TYPE	DP FID
[***]	[***]	[***]	[***]	[***]	[***]

* [***]

END OF EXHIBIT D-4

EXHIBIT D-5
to
Amended and Restated Water Gathering and Disposal Agreement

Initial Atlantis Future Delivery Points

DELIVERY POINT	PROD START DATE	CONNECTION DATE	LATITUDE	LONGITUDE	FORECASTED VOLUMES FIRST 90 DAYS		
					DAYS 1 - 30	DAYS 31 - 60	DAYS 61 - 90
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]

Initial Poseidon Future Delivery Points

DELIVERY POINT	PROD START DATE	CONNECTION DATE	LATITUDE	LONGITUDE	CONNECTION TYPE	DP FID	FORECASTED VOLUMES FIRST 90 DAYS		
							DAYS 1 - 30	DAYS 31 - 60	DAYS 61 - 90
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]

END OF EXHIBIT D-5

EXHIBIT E

[***]

EXHIBIT F
to
Amended and Restated Water Gathering and Disposal Agreement

The provisions contained in this Exhibit F shall only apply to the extent a Claim arises from Construction Activities necessary to perform a Party's obligations under the Agreement.

Section 1.1. **Indemnity for Claims Arising from Construction Activities**.

(a) **PRODUCER'S BODILY INJURY AND PROPERTY DAMAGE INDEMNITY.**

(i) **EXCEPT AS OTHERWISE PROVIDED IN THIS EXHIBIT F, PRODUCER RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS THE GATHERER GROUP FROM AND AGAINST ANY AND ALL CLAIMS RELATED TO BODILY INJURY OR DEATH OF ANY PRODUCER GROUP MEMBER OR ANY LOSS OR DAMAGE TO ANY PRODUCER GROUP MEMBER'S PROPERTY IN FAVOR OF ANY MEMBER OF THE PRODUCER GROUP ARISING OUT OF CONSTRUCTION ACTIVITIES, REGARDLESS OF FAULT.**

(ii) **TO THE EXTENT ANY PORTION OF THE INDEMNITY PROVIDED IN SECTION 1.1(a)(i) OF THIS EXHIBIT F IS DEEMED VOID OR UNENFORCEABLE PURSUANT TO TEXAS INSURANCE CODE CHAPTER 151, THE FOLLOWING INDEMNITY SHALL APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW: PRODUCER RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS THE GATHERER GROUP FROM AND AGAINST ANY AND ALL CLAIMS RELATED TO (A) BODILY INJURY OR DEATH OF ANY PRODUCER GROUP MEMBER IN FAVOR OF ANY MEMBER OF THE PRODUCER GROUP REGARDLESS OF FAULT, AND (B) ANY LOSS OR DAMAGE TO ANY PRODUCER GROUP MEMBER'S PROPERTY EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF GATHERER GROUP, IN THE CASE OF EITHER OF SECTION 1.1(a)(ii)(A) OR SECTION 1.1(a)(ii)(B) OF THIS EXHIBIT F, ARISING OUT OF CONSTRUCTION ACTIVITIES.**

(b) **GATHERER'S BODILY INJURY AND PROPERTY INDEMNITY.**

(i) **EXCEPT AS OTHERWISE PROVIDED IN THIS EXHIBIT F, GATHERER RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS THE PRODUCER GROUP FROM AND AGAINST ANY AND ALL CLAIMS RELATED TO BODILY INJURY OR DEATH OF ANY GATHERER GROUP MEMBER OR ANY LOSS OR DAMAGE TO ANY GATHERER GROUP MEMBER'S PROPERTY IN FAVOR OF ANY MEMBER OF THE GATHERER GROUP ARISING OUT OF CONSTRUCTION ACTIVITIES, REGARDLESS OF FAULT.**

(ii) **TO THE EXTENT ANY PORTION OF THE INDEMNITY PROVIDED IN SECTION 1.1(b)(i) OF THIS EXHIBIT F IS DEEMED VOID OR UNENFORCEABLE PURSUANT TO TEXAS INSURANCE CODE CHAPTER 151, THE FOLLOWING INDEMNITY SHALL APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW: GATHERER RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS THE PRODUCER GROUP FROM AND AGAINST ANY AND ALL CLAIMS RELATED TO (A) BODILY INJURY OR DEATH OF ANY GATHERER GROUP MEMBER IN FAVOR OF ANY MEMBER OF THE GATHERER GROUP REGARDLESS OF FAULT, AND (B) ANY LOSS OR DAMAGE TO ANY GATHERER GROUP MEMBER'S PROPERTY EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY MEMBER OF PRODUCER GROUP, IN THE CASE OF EITHER OF SECTION 1.1(b)(ii)(A) OR SECTION 1.1(b)(ii)(B) OF THIS EXHIBIT F, ARISING OUT OF CONSTRUCTION ACTIVITIES.**

(c) **FOR PURPOSES OF SECTION 1.1(A)(I) AND SECTION 1.1(B)(I), PRODUCED WATER SHALL BE THE PROPERTY OF THE PARTY WHO IS IN POSSESSION AND CONTROL OF SUCH PRODUCED WATER, AS PROVIDED IN GTC SECTION IX(E) AND GTC SECTION IX(F), AT THE TIME OF THE APPLICABLE CLAIM.**

(d) **THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION 1.1 COMPLIES WITH THE REQUIREMENT KNOWN AS THE FAIR NOTICE DOCTRINE TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS AGREEMENT HAS PROVISIONS REQUIRING A PARTY TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF THE OTHER PARTY AND ITS GROUP.**

(e) **IN THE EVENT THIS AGREEMENT IS SUBJECT TO THE INDEMNITY LIMITATIONS OF CHAPTER 127 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE OR ANY SUCCESSOR STATUTE AND FOR SO LONG AS SUCH LIMITATIONS ARE IN FORCE, ANY AFFECTED INDEMNITY OBLIGATIONS ARE LIMITED TO THE EXTENT ALLOWED BY LAW, AND EACH PARTY COVENANTS AND AGREES TO SUPPORT ITS RESPECTIVE MUTUAL INDEMNITY OBLIGATIONS CONTAINED HEREIN BY CARRYING INSURANCE (OR QUALIFIED SELF-INSURANCE) IN EQUAL AMOUNTS OF THE TYPES AND IN THE MINIMUM AMOUNTS AS SPECIFIED IN THE INSURANCE REQUIREMENTS HEREUNDER.**

(f) **TO THE EXTENT, AND ONLY TO THE EXTENT, THAT NEW MEXICO LAW SHOULD BE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO GOVERN THIS AGREEMENT OR TO ANY SERVICES PROVIDED HEREUNDER (WHICH IS NOT THE PARTIES' INTENT), AND TO THE FURTHER EXTENT ANY OF THE INDEMNITIES SET FORTH HEREIN WOULD BE VOID OR VOIDABLE UNDER CHAPTER 56 OF ARTICLE 7 OF THE NEW MEXICO STATUTES (THE "NEW MEXICO ANTI-INDEMNITY ACT"), AND FOR SO LONG AS SUCH LIMITATIONS ARE IN FORCE, ANY AFFECTED INDEMNITY PROVISIONS SHALL BE REFORMED AND AMENDED TO PROVIDE FOR THE MAXIMUM INDEMNITY OTHERWISE ALLOWABLE AND ENFORCEABLE UNDER THE NEW MEXICO ANTI-INDEMNITY ACT OR OTHER APPLICABLE LAW.**

Section 1.2. **Insurance**. Gatherer shall carry and maintain no less than the insurance coverage set forth onSchedule 3.1(d) attached to the Agreement.

Section 1.3. **Insurance Does Not Limit Indemnities**. Gatherer shall provide insurance covering Gatherer's indemnity obligations under the Agreement. The minimum insurance limits set forth in the Agreement will not limit Gatherer's indemnity obligations except to the extent expressly mandated by Applicable Law.

Section 1.4. **Statement of the Parties' Intentions** The Parties recognize that some jurisdictions may restrict or prohibit enforcement of certain provision(s) of the Agreement, including primarily indemnities and insurance. However, the Parties have agreed to the provision(s) of the Agreement in good faith with the intention that they be enforced against them to the fullest extent permissible by Applicable Law. Therefore, it is the intention of the Parties that such provision(s) be deemed amended to the limited extent necessary to make them enforceable in those circumstances. As an example, some jurisdictions may prohibit or restrict (by amount or otherwise) indemnification against one's own negligence, gross negligence or willful misconduct. If enforcement of such an indemnification obligation is restricted or prohibited by Applicable Law, then it is the intention of the Parties that such provision(s) be deemed amended to the limited extent necessary to make them enforceable. This might be accomplished by limiting the amount of the indemnification, if that is required, removing indemnification for one's own negligence but not otherwise, if that is required, or by some other means which gives effect to the Parties' intentions to the fullest extent possible. In addition, to the extent a Party's indemnity or insurance obligations are deemed amended to make them enforceable, the other Party's reciprocal indemnity or insurance obligations shall be deemed likewise amended so that the Parties' obligations are the same.

END OF EXHIBIT F

EXHIBIT G
to
Amended and Restated Water Gathering and Disposal Agreement

Tin Horn Delivery Point Batteries

Project Atlantis

BATTERY NAME	NUMBER	LATITUDE	LONGITUDE
[***]	[***]	[***]	[***]

Project Poseidon

BATTERY NAME	DELIVERY POINT	LATITUDE	LONGITUDE	CONNECTION TYPE
[***]	[***]	[***]	[***]	[***]

END OF EXHIBIT G

EXHIBIT H

to
Amended and Restated Water Gathering and Disposal Agreement

Form of Assignment

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

STATE OF [●] §
§
COUNTY OF [●] §

This Conveyance, Assignment and Bill of Sale (this "Assignment") is entered into on [●], 20[●] (the "Effective Date") and effective as of 12:01 AM (Central Time) on the Effective Date (the "Effective Time"), by and between [●], a Delaware limited liability company ("Assignor"), and [●], a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not otherwise defined herein (including such capitalized terms used in the definitions contained in Article 3) have the respective meanings given to such terms in the Amended and Restated Water Gathering and Disposal Agreement, dated as of June 11, 2020, by and among Assignor and Assignee (as may be amended, supplemented or modified, the "WGDA").

ARTICLE 1
CONVEYANCE OF ASSETS

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and full sufficiency of which are hereby acknowledged, Assignor does, subject to the reservations, covenants, terms and conditions of this Assignment and the WGDA and with effect as of the Effective Time, hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN, SET OVER and DELIVER to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest, whether real or personal, recorded or unrecorded, tangible or intangible, vested, contingent or reversionary, in and to the following (collectively, the "Assets"):

[Describe the assigned Assets]

TO HAVE AND TO HOLD the Assets, together with all rights, privileges and appurtenances thereto, unto Assignee and its successors and assigns forever, subject to the reservations, covenants, terms and conditions set forth in this Assignment, and Assignor does hereby bind itself to WARRANT AND DEFEND marketable and defensible title to the Assets, free and clear of all material liens, unto Assignee and its successors and assigns against any Person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor or its Affiliates, but not otherwise, subject, however, to Permitted Liens (such obligation to warrant and defend title, the "Special Warranty of Title"), provided, however, that the Special Warranty of Title shall expire and be of no further force and effect on the date that is four (4) years after the Effective Date, and upon such expiration, this Assignment shall be deemed an "assignment without warranty" for all purposes.

ARTICLE 2
SUBROGATION RIGHTS AND DISCLAIMERS

Section 2.1 Subrogation. Assignor hereby transfers and assigns to Assignee all rights, claims and causes of action under title warranties given or made by Assignor's predecessors in interest with respect to the Assets, and Assignee is specifically subrogated to all rights which Assignor may have against such predecessors in interest with respect to the Assets, to the extent Assignor may legally transfer such rights and grant such subrogation.

Section 2.2 Disclaimers of Warranties and Representations. **THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. IT IS THE EXPLICIT INTENT OF EACH PARTY HERETO, AND THE PARTIES HEREBY AGREE, THAT NEITHER ASSIGNOR NOR ANY OF ITS AFFILIATES OR REPRESENTATIVES HAS MADE OR IS MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE CONDITION, MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE ASSETS, THE BUSINESS OR ANY PART THEREOF, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, AND WITHOUT LIMITING THE FOREGOING, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY TO ASSIGNEE WITH RESPECT TO ANY FINANCIAL PROJECTIONS OR FORECASTS RELATING TO THE ASSETS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, ASSIGNOR'S INTEREST IN THE ASSETS ARE BEING TRANSFERRED "AS IS, WHERE IS, WITH ALL FAULTS," AND ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF THE ASSETS OR THE PROSPECTS (FINANCIAL OR OTHERWISE), RISKS AND OTHER INCIDENTS OF THE ASSETS.**

ARTICLE 3
DEFINITIONS

The following terms, as used herein, shall have the meanings set forth below:

[Include specific definitions applicable to the assigned Assets]

"Equipment" means all equipment, machinery, fixtures, improvements, tubing, pumps, pipes, pipelines, valves, vessels, meters, recorders, filters, treating facilities, motors, electrical power and other power related assets, oil and chemicals in tanks, line fill, scrubbers, spare parts, pipeline and equipment inventory, measurement telemetry and technology, SCADA, pipeline markers, vents, automation assets, regulators, gathering lines, fittings, pig launching and receiving equipment, tanks, traps, cathodic protection units, and separation facilities, structures, materials and other tangible personal property and improvements, whether owned or leased, operational or nonoperational, in each case, that are identified on Exhibit [●] attached hereto, but only to the extent used (or held for use) primarily in connection with the operation of any other Asset.

"Permit" means any authorization, license, permit, certificate, registration, consent, order, approval, variance, exemption, waiver, franchise, right or other authorization issued by Governmental Authorities identified on Exhibit [●] attached hereto.

"Records" means all land files, contract files, right-of-way records, surveys, maps, plats, construction files, well files, repair and maintenance and historical operating cost records, environmental records, and other books, records and data, in each case to the extent relating directly to any Asset, or used or held for use primarily in connection with the maintenance and operation thereof and in the possession of Assignor or its Affiliates, but excluding any books and records to the extent disclosure or transfer is restricted by Applicable Law and attorney-client privileged communications and work product of Assignor's legal counsel (other than title records, title opinions, if any, and environmental records).

ARTICLE 4
MISCELLANEOUS

Section 4.1 Assignment Subject to the WGDA. This Assignment is executed and delivered pursuant to the terms of the WGDA and is specifically made subject to the terms, conditions, covenants and limitations contained therein. The terms, conditions and covenants of the WGDA are incorporated herein by reference, and in the event of a conflict between the provisions of the WGDA and this Assignment, the provisions of the WGDA shall control. Notwithstanding the foregoing, third parties may conclusively rely on this Assignment to vest title to the Assets in Assignee.

Section 4.2 Further Assurances. From time to time after the Effective Time, Assignor and Assignee shall each execute, acknowledge and deliver to the other such further instruments and take such other actions as may be reasonably requested in order more effectively to accomplish the purposes of the transactions contemplated by this Assignment.

Section 4.3 Governing Law and Venue; Arbitration.

(a) This Assignment shall be governed and construed in accordance with the laws of the State of Texas (except to the extent the real property laws of the state in which the Assets reside apply to real property matters and not to the contract terms of this Assignment) without regard to the laws that might be applicable under conflicts of laws principles. Each party consents to the exclusive jurisdiction and venue of any federal or state court located within Harris County, Texas, and waives any objection to jurisdiction or venue of, and waives any motion to transfer venue from, any of the aforesaid courts.

(b) Any dispute, controversy or Claim arising out of, relating to or in connection with this Assignment, or the breach, termination or validity hereof, shall be finally settled by arbitration in accordance with GTC Section XIII of the WGDA.

Section 4.4 Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto, and their respective successors and assigns. All references herein to either Assignor or Assignee shall include their respective successors and assigns.

Section 4.5 Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. To facilitate recordation or filing of this Assignment, each counterpart filed with a county or state agency or office may contain only those portions of the Exhibits to this Assignment that describe property in that county or under the jurisdiction of that agency or office.

Section 4.6 No Multiple Conveyances. Assignor and Assignee acknowledge and agree that they may be required to execute separate deeds and assignments covering certain of the Assets conveyed hereby on forms approved by Governmental Authorities or other Persons to effect the conveyances of such Assets. Any such separate deed or assignment (a) shall evidence this Assignment and conveyance of the applicable Assets herein made and shall not constitute any additional conveyance of any of the Assets, (b) is not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment or the WGDA and is not intended to create, and shall not create, any additional representations, warranties or covenants of or by Assignor or Assignee, and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate deed or assignment. The interests conveyed by such separate forms are the same, and not in addition to, as the Assets conveyed herein.

Section 4.7 Titles and Captions. All Article of Section titles or captions in this Assignment are for convenience only, shall not be deemed part of this Assignment and in no way define, limit, extend or describe the intent or scope of any provisions hereof. Except to the extent otherwise stated in this Assignment, references to "Articles" and "Sections" are to Articles and Sections of this Assignment, and references to "Exhibits" are to the Exhibits attached to this Assignment, which are made a part hereof and incorporated herein for all purposes.

Section 4.8 Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment shall remain in full force and effect. The parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Assignment, they shall take any actions necessary to render the remaining provisions of this Assignment valid and enforceable to the fullest extent permitted by Applicable Law and, to the extent necessary, shall amend or otherwise modify this Assignment to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties to the greatest extent legally permissible.

[***Signature Pages Follow***]

IN WITNESS WHEREOF, this Assignment has been executed by each party as of the dates of the acknowledgments below but shall be effective as of the Effective Time.

ASSIGNOR:

[●]

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF [●] §
§
COUNTY OF [●] §

This Assignment was acknowledged before me on this [●] day of [●], by [●] as [●] of [●], on behalf of said entity.

Printed Name: [●]
Notary Public for the
State of [●]
County of [●]

_____
Commission No: [●]

My commission expires: [●]

ASSIGNEE:

[●]

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF [●] §
§
COUNTY OF [●] §

This Assignment was acknowledged before me on this [●] day of [●], by [●] as [●] of [●], on behalf of said entity.

Printed Name: [●]
Notary Public for the
State of [●]
County of [●]
Commission No: [●]

My commission expires: [●]

END OF EXHIBIT H

Schedule 2.5(a)
to
Amended and Restated Water Gathering and Disposal Agreement

Effective Date Commitments

[***]

END OF SCHEDULE 2.5(a)

Schedule 3.1(d)
to
Amended and Restated Water Gathering and Disposal Agreement

Insurance Requirements

In addition to and without in any way limiting the requirements set forth in the Agreement, minimum insurance requirements are as follows (the coverages below may be satisfied by multiple policies which, when combined together provide the total limits of insurance specified:

A. **General** Gatherer shall maintain at its expense with underwriters and insurance companies rated A- or better by A.M. Best Insurance required herein can be satisfied using a combination of primary and excess limits.

B. **Worker's Compensation and Employers Liability Insurance** in accordance with statutory requirements of the states in which the Services under the Agreement are performed and complying with Applicable Law, with minimum Employer's Liability limits of $1,000,000 per accident.

C. **General Liability** with a combined single limit of $1,000,000 per occurrence, written on an occurrence form to cover liability for bodily injury, death and property damage, including contractual liability, products liability, subcontractor coverage and completed operations and sudden and accidental pollution liability (including cleanup costs). Use of the Insurance Services Office, Inc. Insured Agreement Definition Endorsement CG 24 26 07 04 is prohibited.

D. **Automobile Liability** with a combined single limit of $1,000,000 per accident or higher as required by Applicable Law, to cover liability for bodily injury, death, and property damage for any auto including, but now limited to owned, non-owned or hired vehicles used in the performance of the Agreement.

E. **Umbrella / Excess Liability Insurance** with a minimum limit of $5,000,000.00 for each occurrence. Coverage at least as broad and on a following form basis in excess of the underlying minimum coverages required in Section B, C and D of this Schedule 3.1(d).

F. **Pollution Liability** with a combined single limit of at least $5,000,000 per occurrence, to cover liability for bodily injury, sickness, disease, mental anguish, shock or death, property damage (including loss of use of property, loss of use of property that has not been physically damaged or destroyed and natural resource damage), clean-up, restoration and monitoring costs, coverage for non-owned disposal sites, contractual liability, defense costs and legal obligations imposed by Government Authorities. Coverage shall be on "an occurrence" basis, or, if on a "claims made" or "occurrences reporting" basis: a) the retroactive date cannot be later than the Effective Date, and b) coverage must include extended reporting for a minimum of 2 years after the Term.

G. **Primary Insurance** Based on the indemnity obligations required in the Agreement, all insurance policies carried by the indemnifying Party, including, without limitation, excess and umbrella insurance, shall be primary to, and receive no contribution from, any other insurance or self-insurance programs maintained by or on behalf of or benefiting the indemnified Persons.

H. **Endorsements** Unless prohibited by Applicable Law, insurance must be endorsed to provide that the insurers and underwriters waive their right of subrogation or otherwise, of all rights against Producer Group. Unless prohibited by Applicable Law, insurance must name Producer Group as additional insureds (alternate employer or borrowed servant endorsement with respect to worker's compensation/employer's liability), with coverage extended to such additional insureds for a) risks and losses arising in whole or in part from the provision of the Services, and b) all obligations for which Gatherer has specifically agreed to indemnify Producer Group, whether or not such assumed obligations are enforceable. However, such additional insured coverage will not apply with respect to any obligations for which Producer has specifically agreed to indemnify Gatherer. Gatherer must provide additional insured coverage under Insurance Services Office, Inc. endorsements substantially equivalent to CG 20 10 1185 covering both ongoing operations and products/completed operations and covering the sole, joint, concurrent, or contributory negligence of Producer Group. Except with respect to the limits of insurance, all Gatherer's liability insurance must apply: a) as if each named insured were the only named insured, and b) separately to each insured against whom a claim is made or "suit" is brought.

I. **Deductibles** Gatherer shall bear the cost of Gatherer's deductibles or self-insured retentions, including defense costs.

J. **Certificates** Before beginning the Services and before the policies expire Gatherer shall furnish Producer insurance certificates evidencing the insurance policies and endorsements required above. The certificates must be issued to COG Operating LLC and Affiliates. In addition, all insurance policies must be endorsed to provide Producer 30 days prior written notice of cancellation or material changes. Producer's acceptance of an insurance certificate that does not comply with this Schedule does not constitute a waiver of any requirement herein.

K. **Expiration/Cancellation** If any of the above insurance policies are not obtained by Gatherer, expire or are canceled during the Term and Gatherer fails for any reason to immediately obtain or renew such policies, as applicable, Producer may, in addition to all other rights that Producer may have due to such failure, obtain such policies and charge the cost to Gatherer.

END OF SCHEDULE 3.1(d)

SCHEDULE 6.1
to
Amended and Restated Water Gathering and Disposal Agreement

Existing Third-Party Delivery Points

Project Atlantis

THIRD PARTY	DELIVERY POINT	LATITUDE	LONGITUDE	HISTORICAL MONTHLY VOLUMES		
				Apr-19	May-19	June-19
[***]	[***]	[***]	[***]	[***]	[***]	[***]

THIRD PARTY	DELIVERY POINT	LATITUDE	LONGITUDE	CONNECTION TYPE	DP FID	HISTORICAL MONTHLY VOLUMES		
						FEB-20	MAR-20	APR-20
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]

END OF SCHEDULE 6.1

Schedule VI(c)

to
Amended and Restated Water Gathering and Disposal Agreement

Post-Effective Date Disposal Facilities

END OF SCHEDULE VI(c)

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

Aris Water Solutions, Inc.
Houston, Texas

We hereby consent to the use in the Prospectus constituting a part of this Registration Statement of our report dated October 7, 2021, relating to the balance sheet of Aris Water Solutions, Inc., which is contained in that Prospectus.

We also consent to the reference to us under the caption "Experts" in the Prospectus.

/s/ BDO USA, LLP

Houston, Texas

October 7, 2021