

MIDSTREAM CONTRACTS

August 14, 2017
Royal Sonesta Houston
Houston, TX



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OVERVIEW

Midstream companies do business through contracts, yet so often the details are only understood by the core team who creates them. Whether the contract is for the purchase and sale or processing of oil and gas, for the engineering, procurement, and construction of pipelines and other facilities, or, for master purchase or service agreements, there are many critical areas attorneys and commercial managers must focus upon while negotiating and creating a clear, workable and effective contract for the company. The company's rights, therefore, are largely determined by the fundamental skills and knowledge of its counsel and contract managers.

At EUCI's Midstream Oil & Gas Contracts course, key takeaways include:

- Elements of contract formation and negotiations
- Types of special contract provisions
- The most common midstream agreements
- Environmental and real estate issues with midstream contracts
- The effects of industry distress
- Strategies utilized for dispute resolution
- Ethics and professionalism

Participants will identify key considerations associated with putting a new contract in place, the questions their team will want to have answered, and how to negotiate more effective contracts with suppliers, customers, partners, and other counter-parties. In addition, this course will address the fundamentals and strategies for effective negotiation.

LEARNING OUTCOMES

- Provide an overview of the midstream oil & gas business
- Discuss contracting and negotiation basics
- Describe elements for special contract provisions
- Review the most common types of midstream agreements
- Review specific examples of midstream agreements, including: transportation agreements, gathering agreements, processing agreements, fractionation agreements, sales, and other agreements
- Review environmental, real estate, and other issues, including: contract terms addressing environmental issues, easements and rights-of-way, surface owner issues, condemnations and eminent domain issues, public opposition to energy infrastructure and other broader concerns
- Discuss dispute resolution for midstream contracts
- Discuss ethics and professionalism

WHO SHOULD ATTEND

- Contract administrators
- Contract negotiators
- Sales, marketing and commercial personnel
- Financial specialists
- Operators, planners and analysts
- Suppliers and shippers
- Bankers, lawyers and specialist advisors to the midstream oil and gas industry
- In-house counsel

AGENDA

MONDAY, AUGUST 14, 2017

8:00 – 8:30 am **Registration and Continental Breakfast**

8:30 am – 4:00 pm **Course Timing**

12:00 – 1:00 pm **Group Luncheon**

Overview of Midstream Oil & Gas Business

- Upstream, Midstream, Downstream Segments
- Natural Gas
- Oil, NGLs and Other Petroleum Products

Contracting and Negotiation Basics

- Elements of Contract Formation
- Objectives in Contract Negotiations
- Allocation of Risk
- Pricing Terms
- Delivery Terms
- Applicable Law – State/Federal
- Confidentiality
- Enforceability
- Boilerplate
- Best Practices for Negotiation

Special Contract Provisions

- Indemnities
- Remedies
- Dispute Resolution
- Consequential Damages/Waivers and Definitions
- Limitations on Liability/Exclusions

Most Common Midstream Agreements

- Transportation Agreements
- Gathering Agreements
- Processing Agreements
- Fractionation Agreements
- Sales and Other Agreements

Specialty Midstream Agreements

- Review Specific Examples

Contracting for Environmental, Real Estate and Other Issues

- Environmental Issues
- Contract Terms Addressing Environmental Issues
- Easements and Rights-of-Way
- Surface Owner Issues
- Condemnation/Eminent Domain Issues
- Public Opposition to Energy Infrastructure, “NIMBY” and Other Broader Concerns

AGENDA

MONDAY, AUGUST 14, 2017 (CONTINUED)

Dispute Resolution for Midstream Contracts

- Litigation
- Alternative Dispute Resolution
- Recent Case Law

Ethics and Professionalism

- Disciplinary Rules
- Recent Case Law

INSTRUCTORS



Robert S. Ballentine, LL.M.

Partner, Barry Conge Harris LLP

Mr. Ballentine has represents oil & gas clients in a broad spectrum of complex energy disputes in state and federal courts or pursuant to binding arbitration. Licensed to practice in Texas, Oklahoma and Pennsylvania, he is a partner in Barry Conge Harris LLP's Houston office where he focuses on upstream and midstream controversies, including land and title disputes, royalty claims, the transportation, processing and allocation of natural gas, NGLs and petroleum products, as well as regulatory issues of concern to the industry.

He has represented energy companies in a wide variety of disputes over upstream and midstream energy contracts, including matters related to exploration, development, joint operations, wellhead sales, natural gas processing, sales and marketing of natural gas and natural gas liquids, purchase and sale of mineral properties, oilfield maintenance and service, and the gathering and transmission of natural gas and petroleum products. He has represented energy clients in matters related to insurance, tax, real estate and pipeline condemnation, toxic tort and products liability claims, Sherman Act antitrust claims, and shareholder derivative and securities litigation.

A graduate of Brown University and Southern Methodist University School of Law, Mr. Ballentine also holds a Master of Laws degree in Energy, Environmental and Natural Resources Law from the University of Houston Law Center.



Ajey Chandra

Director and Managing Partner, Muse, Stancil & Co.

Mr. Ajey Chandra is a Director of the firm and the Managing Partner of the Houston office of Muse, Stancil & Co. where he also leads the Midstream practice area for the firm. Mr. Chandra joined Muse in 2014 after 28 years of experience in various facets of the midstream industry, including operations, engineering, business development, management, and consulting. Mr. Chandra has had a wide variety of assignments covering all aspects of the energy industry during his career, and has had several long-term expatriate assignments overseas, including Europe and Southeast Asia. Mr. Chandra's operating, consulting and management experience includes working at Amoco, Purvin & Gertz, Hess and NextEra Energy Resources prior to joining Muse. Mr. Chandra has a BS in Chemical Engineering from Texas A&M University and an MBA from the University of Houston. Mr. Chandra has also attended Executive Education classes at Harvard Business School and is a Professional Engineer in Texas.

INSTRUCTORS



Kirby Barry

Managing Partner, Barry Conge Harris LLP

Kirby Barry received his BS Degree in Geology in 1969 from Northwestern State University and his Juris Doctor degree in 1973 from the Paul M. Hebert Law Center at Louisiana State University, where he was inducted into the Louisiana Law Review and The Order of the Coif. He currently is the Managing Partner of Barry Conge Harris LLP in Houston, Texas. He has practiced law in the oil and gas industry for over 40 years. With an extensive background in the energy field, both onshore and offshore, Kirby has advised oil and gas companies at all phases of exploration and development, ranging from preparation of agreements to financing and litigation.

His experience extends to advising in regulatory matters, as well as drafting and negotiating purchase and sale agreements for the acquisition and divesture of oil and gas assets and production sales contracts.

Kirby began his practice in 1973 in New Orleans, LA where he gained broad experience in the oil and gas industry, initially in a law firm and then with companies within the oil and gas industry. Upon his transfer to Houston, Mr. Barry not only became the senior attorney responsible for the legal support of Gulf Oil's Houston Division (covering the geographical area of Texas, Louisiana, Arkansas, Mississippi, and Alabama), but also served as the attorney for Gulf Oil's Alaska task force. From Gulf Oil he provided domestic and international legal support with an independent oil and gas company before joining TOTAL Minatome Corporation (a wholly owned affiliate of TOTAL, SA) in 1987 as General Counsel, Vice President of Land, and Secretary, remaining there until its sale at the end of 1998. Kirby has remained in the private practice of law since leaving TOTAL and appreciates both the vitality and volatility of the oil and gas sector and the opportunity to contribute to this essential and dynamic industry.



Jason C. Nelson

Partner, Barry Conge Harris LLP

Jason C. Nelson focuses his practice on the representation of public and private companies in a panoply of transactional areas, including securities and capital markets, mergers and acquisitions (M&A), joint ventures, corporate governance, commercial agreements, private equity, and debt finance. His industry experience includes oil and gas, renewables (solar, wind, and nuclear), mining, financial services, healthcare, biotechnology, entertainment, and transportation. In addition, he has performed cross-border work in Australia, Canada, Mexico, and Brazil.

Since beginning his legal career, Jason has worked in private practice with the international law firms Hogan Lovells and Kirkland & Ellis as well the Houston-based energy law firm, Burlison LLP. In addition, he has served as senior in-house counsel with two start-up companies. Before embarking on his legal career, Jason worked in banking and finance with several prominent Fortune 500 corporations.

Jason graduated from the University of Michigan Law School, cum laude, where he served on the Michigan Journal of International Law and the Michigan Journal of Gender and Law. Also, he earned two master degrees in management and organization from Stanford University, a Master of Business Administration from Tulane University, and a Bachelor of Science in Finance, summa cum laude, from the University of Houston Clear Lake.

INSTRUCTIONAL METHODS

Case studies and PowerPoint presentations will be used in this program.

REQUIREMENTS FOR SUCCESSFUL COMPLETION

Participants must sign in/out each day and be in attendance for the entirety of the course to be eligible for continuing education credit.

IACET CREDITS



EUCI has been accredited as an Authorized Provider by the International Association for Continuing Education and Training (IACET). In obtaining this accreditation, EUCI has demonstrated that it complies with the ANSI/IACET Standard which is recognized internationally as a standard of good practice. As a result of their Authorized Provider status, EUCI is authorized to offer IACET CEUs for its programs that qualify under the ANSI/IACET Standard.

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EVENT LOCATION

A room block has been reserved at the Royal Sonesta Houston, 2222 West Loop S, Houston, TX 77027, for the nights of August 13-14, 2017. Room rates are \$129 USD, plus applicable tax. Call **1-713-627-7600** for reservations and mention the EUCI event to get the group rate. The cutoff date to receive the group rate is July 13, 2017 but as there are a limited number of rooms available at this rate, the room block may close sooner. ***Please make your reservations early.***

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PLEASE REGISTER

MIDSTREAM CONTRACTS COURSE:
AUGUST 14, 2017 | HOUSTON, TX: US \$995
Early bird on or before July 28, 2017: US \$895

How did you hear about this event? (direct e-mail, colleague, speaker(s), etc.)

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OR Enclosed is a check for \$ _____ to cover _____ registrations.

Substitutions & Cancellations

Your registration may be transferred to a member of your organization up to 24 hours in advance of the event. Cancellations must be received on or before July 14, 2017 in order to be refunded and will be subject to a US \$195.00 processing fee per registrant. No refunds will be made after this date. Cancellations received after this date will create a credit of the tuition (less processing fee) good toward any other EUCI event. This credit will be good for six months from the cancellation date. In the event of non-attendance, all registration fees will be forfeited. In case of course cancellation, EUCI's liability is limited to refund of the event registration fee only. For more information regarding administrative policies, such as complaints and refunds, please contact our offices at 303-770-8800. EUCI reserves the right to alter this program without prior notice.