

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE TO

Tender Offer Statement under Section 14(d)(1) or 13(e)(1)
of the Securities Exchange Act of 1934

Summit Midstream Partners, LP

(Name of Subject Company and Filing Person (Issuer))

9.50% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units
(Title of Class of Securities)

866142AA0

(CUSIP Number of Class of Securities)

James D. Johnston

910 Louisiana Street, Suite 4200

Houston, Texas 77002

(832) 413-5770

(Name, address and telephone number of person authorized to receive notices and communications on behalf of filing person)

Copies to:

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CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee
\$25,000,000	\$2,727.50

* Estimated solely for the purpose of calculating the registration fee. The transaction valuation is based on the offer to purchase for not more than \$25,000,000 in aggregate of up to 125,000 Series A Preferred Units. The amount of the filing fee, calculated in accordance with Rule 0-11 under the Securities Exchange Act of 1934, as amended, and Fee Rate Advisory No. 1 for fiscal year 2021 equals \$109.10 per \$1,000,000 of the value of the transaction.

Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid:

N/A

Filing Party:

N/A

Form or Registration No.:

N/A

Date Filed:

N/A

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

third-party tender offer subject to Rule 14d-1.

issuer tender offer subject to Rule 13e-4.

going-private transaction subject to Rule 13e-3.

amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

SCHEDULE TO

This Tender Offer Statement on Schedule TO (this “**Schedule TO**”) relates to the offer (the “**Tender Offer**”) by Summit Midstream Partners, LP (the “**Partnership**”) to purchase for cash up to \$25,000,000.00 aggregate purchase price of the Partnership’s 9.50% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units (the “**Series A Preferred Units**” or “**units**”).

The consideration for the Series A Preferred Units tendered and accepted for purchase pursuant to the Tender Offer will equal \$200.00 per Series A Preferred Unit. Applicable withholding taxes will be deducted from payments to tendering holders. Assuming that the Tender Offer is fully subscribed, the approximate number of Series A Preferred Units that will be purchased under the Tender Offer is 125,000. If the aggregate number of Series A Preferred Units that are validly tendered and not properly withdrawn in the Tender Offer exceeds the Maximum Aggregate Purchase Price, the Series A Preferred Units that will be accepted for purchase will be subject to proration, as described in the Offer to Purchase (as defined below).

The Tender Offer shall commence on the filing date hereof and shall expire at 11:59 p.m., New York City time, on December 9, 2020 (the “**Expiration Date**”). The Tender Offer will be made upon the terms and subject to the conditions set forth in the Offer to Purchase (as it may be supplemented and amended from time to time, the “**Offer to Purchase**”) and in the related letter of transmittal (as it may be supplemented and amended from time to time, the “**Letter of Transmittal**” and, together with the Offer to Purchase, the “**Offering Documents**”), which are filed as exhibits (a)(1)(i) and (a)(1)(ii) hereto.

The Tender Offer is conditioned on, among other things, the following: (i) holders of at least 75,000 Series A Preferred Units validly tender (and not properly withdraw) their Series A Preferred Units prior to the Expiration Date, (ii) there shall have not been instituted, threatened in writing or be pending any action or proceeding before or by any court, governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the Tender Offer, that is, or is reasonably likely to be, in our reasonable judgment, materially adverse to our business, operations, properties, condition, assets, liabilities or prospects, or which would or might, in our reasonable judgment, prohibit, prevent, restrict or delay consummation of the Tender Offer or materially impair the contemplated benefits to us (as set forth in the Offer to Purchase under the heading “Section 2 — Purpose of the Tender Offer; Certain Effects of the Tender Offer”) of the Tender Offer, (iii) no order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in our reasonable judgment, would or would be reasonably likely to prohibit, prevent, restrict or delay consummation of the Tender Offer or materially impair the contemplated benefits to us of the Tender Offer, or that is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition, assets, liabilities or prospects, (iv) there shall have not occurred or be reasonably likely to occur any material adverse change to our business, operations, properties, condition, assets, liabilities, prospects or financial affairs and (v) there shall have not occurred (a) any general suspension of, or limitation on prices for, trading in securities in U.S. securities or financial markets, (b) a declaration of a banking moratorium or any suspension of payments in respect to banks in the United States, (c) any limitation (whether or not mandatory) by any government or governmental, regulatory or administrative authority, agency or instrumentality, domestic or foreign, or other event that, in our reasonable judgment, would or would be reasonably likely to affect the extension of credit by banks or other lending institutions or (d) a natural disaster or the commencement or material worsening of a war, armed hostilities, act of terrorism or other international or national calamity directly or indirectly involving the United States which, in our reasonable judgment, diminishes general economic activity to a degree sufficient to materially reduce demand for natural gas and oil consumption. See the section of the Offer to Purchase titled “Section 6 — Conditions to the Tender Offer” for a complete description of the conditions of the Tender Offer. The Partnership reserves the right to extend or terminate the Tender Offer if any condition of the Tender Offer is not satisfied and otherwise to amend the Tender Offer in any respect.

This Schedule TO is being filed in satisfaction of the reporting requirements of Rules 13e-4 promulgated under the Securities Exchange Act of 1934, as amended. Information set forth in the Offering Documents is incorporated herein by reference in response to Items 1 through 13 of this Schedule TO, except those items as to which information is specifically provided herein.

Item 1. Summary Term Sheet.

The information set forth in the Offer to Purchase in the section titled “Summary Term Sheet” is incorporated herein by reference.

Item 2. Subject Company Information.

(a) Name and Address.

The name of the subject company and the filing person is Summit Midstream Partners, LP. The address of the Partnership’s principal executive offices is 910 Louisiana Street, Suite 4200, Houston, Texas 77002. The Partnership’s telephone number is (832) 413-4770.

(b) Securities.

The subject class of securities is the Partnership’s 9.50% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units. There are 237,184 Series A Preferred Units issued and outstanding as of November 9, 2020, with a liquidation preference in the amount of \$1,000 per unit, plus accumulated and unpaid distributions, upon any voluntary or involuntary liquidation, winding-up or dissolution of the Partnership.

(c) Trading Market and Price.

The information set forth in the Offer to Purchase in the section titled “Section 7 — Price Range of Series A Preferred Units; Distributions” is incorporated herein by reference.

Item 3. Identity and Background of Filing Person.

(a) Name and Address.

Summit Midstream Partners, LP is the filing person and subject company. The business address and telephone number of the Partnership are set forth under Item 2(a) of this Schedule TO and are incorporated herein by reference.

Pursuant to Instruction C to Schedule TO, the following persons are the directors and executive officers of Summit Midstream GP, LLC, the general partner of the Partnership (the “**General Partner**”). The Partnership indirectly owns the equity interest in its General Partner.

<u>Name</u>	<u>Position with Summit Midstream GP, LLC</u>
J. Heath Deneke	President and Chief Executive Officer, Chairman of the Board of Directors
Marc D. Stratton	Executive Vice President and Chief Financial Officer
James D. Johnston	Executive Vice President, General Counsel and Chief Compliance Officer
James J. Cleary	Director
Lee Jacobe	Director
Robert J. McNally	Director
Jerry L. Peters	Director
Robert M. Wohleber	Director
Marguerite Woung-Chapman	Director

The address and telephone number of each director and executive officer is: 910 Louisiana Street, Suite 4200, Houston, Texas 77002, and each person's telephone number is (832) 413-4770.

Item 4. Terms of the Transaction.

(a) Material Terms.

The information set forth in the Offer to Purchase in the sections titled "Summary Term Sheet" and "Section 1 — Number of Units; Per Unit Purchase Price; Proration," "Section 2 — Purpose of the Tender Offer; Certain Effects of the Tender Offer," "Section 3 — Procedures for Tendering Series A Preferred Units; The Depository Trust Company Book-Entry Transfer Procedures," "Section 4 — Withdrawal Rights," "Section 5 — Purchase of Units and Payment of Per Unit Purchase Price," "Section 6 — Conditions to the Tender Offer," "Section 8 — Source and Amount of Funds," "Section 9 — Certain Information Concerning the Partnership," "Section 10 — Interests of Directors and Executive Officers," "Section 13 — Material U.S. Federal Income Tax Consequences" and "Section 14 — Extension of the Tender Offer; Termination; Amendment," as well as the information set forth in the Letter of Transmittal, are incorporated herein by reference.

(b) Purchases.

To our knowledge, none of the directors or executive officers of our General Partner beneficially own any Series A Preferred Units, and therefore no such persons will participate in the Tender Offer.

Item 5. Past Contacts, Transactions, Negotiations and Agreements.

(e) Agreements Involving the Subject Company's Securities.

The terms of the common units representing limited partner interests in the Partnership (the "**Common Units**") and the Series A Preferred Units are governed by (i) the Certificate of Limited Partnership of the Partnership, dated April 30, 2012, and (ii) the Fourth Amended and Restated Agreement of Limited Partnership of the Partnership, dated May 28, 2020.

Warrants

On May 28, 2020, we issued warrants (the "**warrants**") to SMP TopCo, LLC and SMLP Holdings, LLC, affiliates of Energy Capital Partners II, LLC (the "**ECP Entities**"), to purchase up to an aggregate of 10,000,000 Common Units (666,667 Common Units when adjusted for the Reverse Unit Split (as defined below)). The exercise price under the warrants is \$1.023 per Common Unit (\$15.345 when adjusted for the Reverse Unit Split).

The warrants also provide that the Partnership file a registration statement to register the Common Units issuable upon exercise of the warrants. Such registration statement became effective on August 27, 2020. The warrants have not been registered under the Securities Act of 1933, as amended (the "**1933 Act**"), and were issued, and warrants issued in the future will be issued, in reliance upon the exemption provided in Section 4(a)(2) of the 1933 Act.

Upon exercise of the warrants, each of the ECP Entities may receive, at its election, (i) a number of Common Units equal to the number of Common Units for which the warrants are being exercised, if exercising the warrant by cash payment of the exercise price; (ii) a number of Common Units equal to the product of the number of Common Units being exercised multiplied by (a) the difference between the average of the daily volume-weighted average price ("**VWAP**") of the Common Units on the New York Stock Exchange (the "**NYSE**") on each of the three trading days prior to the delivery of the notice of exercise (the "**VWAP Average**") and the exercise price (the "**VWAP Difference**"), divided by (b) the VWAP Average; and/or (iii) an amount in cash, to the extent that the Partnership's leverage ratio would be at least 0.5x less than the maximum applicable ratio set forth in the Partnership's existing revolving credit facility, equal to the product of (a) the number of Common Units exercised and (b) the VWAP Difference, subject to certain adjustments under the warrants.

The warrants are subject to standard anti-dilution adjustments for stock dividends, stock splits (including reverse stock splits) and recapitalizations and are exercisable at any time on or before May 28, 2023. Upon exercise of the warrants, the proceeds to the holders of the warrants, whether in the form of cash or Common Units, will be capped at \$2.00 per Common Units (\$30.00 when adjusted for the Reverse Unit Split) above the exercise price.

SMP Holdings Term Loan Restructuring Transaction

On May 28, 2020, the Partnership acquired Summit Midstream Partners, LLC, a Delaware limited liability company (“**Summit Investments**”). Summit Investments is the sole member of Summit Midstream Partners Holdings, LLC (“**SMP Holdings**”), which owns the equity interests in our General Partner and 34,604,581 Common Units (2,306,972 Common Units when adjusted for the Reverse Unit Split). As a result of this acquisition, SMP Holdings became a subsidiary of the Partnership. SMP Holdings is the borrower under the Term Loan Agreement, dated as of March 21, 2017 (the “**Term Loan**”), among SMP Holdings, the lenders party thereto (the “**Term Loan Lenders**”) and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent (the “**Term Loan Agent**”). The Term Loan is secured by the Common Units and the general partner interest owned by SMP Holdings and is non-recourse indebtedness to the Partnership and its other operating subsidiaries.

On September 29, 2020, SMP Holdings and the Partnership entered into the Transaction Support Agreement (the “**TSA**”) with an ad hoc group of Term Loan Lenders that will result in a consensual debt discharge and restructuring transaction (the “**TL Restructuring**”) of the full amount owed under Term Loan in exchange for (i) a cash payment of \$26.5 million to the Term Loan Lenders, (ii) the execution of a strict foreclosure by the Term Loan Agent for the benefit of the Term Loan Lenders on the 34,604,581 million Common Units (2,306,972 Common Units when adjusted for the Reverse Unit Split) (the “**Specified Collateral**”) pledged as collateral under the Term Loan, and (iii) the payment of certain fees and expenses by the Partnership. Upon consummation of the TL Restructuring, the Term Loan will be fully satisfied and cease to exist.

The TSA provides that the Partnership will use its reasonable best efforts to prepare and file a registration statement with the Securities and Exchange Commission (the “**SEC**”) covering resales by the holders of the 34,604,581 Common Units (2,306,972 Common Units when adjusted for the Reverse Unit Split) comprising the Specified Collateral as selling unitholders, and to have such registration statement declared effective by the SEC. The Partnership filed this registration statement on November 3, 2020, which registration statement has not yet been declared effective by the SEC. Once the registration statement is declared effective by the SEC, the TL Restructuring will close. The Common Units currently held by SMP Holdings are not considered outstanding under the terms of the Partnership’s Fourth Amended and Restated Agreement of Limited Partnership, dated as of May 28, 2020, but will automatically become outstanding upon the transfer of these Common Units to the Term Loan Lenders pursuant to the TL Restructuring.

Item 6. Purposes of the Transaction and Plans or Proposals.

(a) Purposes.

The information set forth in the Offer to Purchase in the section titled “Section 2 — Purpose of the Tender Offer; Certain Effects of the Tender Offer” is incorporated herein by reference.

(b) Use of Securities Acquired.

Any of the Series A Preferred Units acquired pursuant to the Tender Offer will be cancelled.

(c) Plans.

Except for the Tender Offer, the Partnership does not have, and to the best of its knowledge is not aware of any, plans, proposals or negotiations that relate to or would result in any of the events listed in Regulation M-A Item 1006(c)(1) through (5), (7), (8) or (10).

(6) On April 10, 2020, the Partnership received a formal notice from the NYSE indicating noncompliance with the continued listing standard set forth in Rule 802.01C of the NYSE Listed Company Manual because the average closing price of the Common Units had fallen below \$1.00 per unit over a period of 30 consecutive trading days, which is the minimum average unit price for continued listing on the NYSE. The Partnership has until December 19, 2020 to regain compliance with the minimum unit price requirement, with the possibility of extension at the discretion of the NYSE. In order to regain compliance, on the last trading day in any calendar month during the cure period, the Common Units must have: (i) a closing price of at least \$1.00 per unit and (ii) an average closing price of at least \$1.00 per unit over the 30 trading day period ending on the last trading day of such month.

On October 15, 2020, the Board of Directors of the General Partner authorized a reverse unit split (the “**Reverse Unit Split**”) of the Partnership’s Common Units. The exchange ratio of the Reverse Unit Split was 1-for-15 and became effective on November 9, 2020. The Common Units began trading on a split-adjusted basis on November 10, 2020. The Reverse Unit Split is intended to, among other things, increase the per unit trading price of the Partnership’s common units to satisfy the \$1.00 minimum bid price requirement for continued listing on the NYSE.

If the Partnership fails to regain compliance with Section 802.01 of the NYSE Listed Company Manual by the end of the cure period, the Common Units will be subject to the NYSE’s suspension and delisting procedures. During this period, the Common Units will continue trading on the NYSE under its existing ticker symbol, with the addition of a suffix indicating the “below criteria” status of its Common Units, as “SMLP.BC.” If the Partnership is unable to regain compliance, the NYSE will initiate procedures to suspend and delist the Common Units.

(9) Upon the consummation of the TL Restructuring discussed under Item 5(e) above, the Collateral Agent will execute the strict foreclosure on the 34,604,801 Common Units (2,306,972 Common Units when adjusted for the Reverse Unit Split), which will be distributed to the Term Loan Lenders on a pro rata basis.

Item 7. Source and Amount of Funds or Other Consideration.

(a) Source of Funds.

The information set forth in the Offer to Purchase in the section titled “Section 8 — Source and Amount of Funds” is incorporated herein by reference. Assuming the Tender Offer is fully subscribed, the Partnership expects the aggregate purchase price for the Series A Preferred Units to be approximately \$25,000,000.

(b) Conditions.

None.

(d) Borrowed Funds.

Not applicable.

Item 8. Interest in the Securities of the Subject Company.

(a) Securities Ownership.

To our knowledge, none of our directors or executive officers beneficially own any Series A Preferred Units.

(b) Securities Transactions.

None.

Item 9. Persons/Assets, Retained, Employed, Compensated or Used.

(a) Solicitations or Recommendations.

The information set forth in the Offer to Purchase in the sections titled “Introduction”, “Section 15 — Fees and Expenses” and “Section 16 — Miscellaneous” are incorporated herein by reference. None of the Partnership, the General Partner, its Board of Directors, officers or employees or the tender and information agent is making any recommendation as to whether holders of Series A Preferred Units should tender their units for purchase in the Tender Offer.

Item 10. Financial Statements.

(a) Financial Information.

Not applicable.

(b) Pro Forma Information.

Not applicable.

Item 11. Additional Information.

(a) Agreements, Regulatory Requirements and Legal Proceedings.

The information set forth in the Offer to Purchase in the section titled “Section 12 — Legal Matters; Regulatory Approvals” is incorporated herein by reference.

(c) Other Material Information.

The information set forth in the Offer to Purchase and the Letter of Transmittal is incorporated herein by reference.

Item 12. Exhibits.

<u>Exhibit</u>	<u>Description</u>
(a)(1)(i)	Offer to Purchase, dated November 10, 2020.
(a)(1)(ii)	Form of Letter of Transmittal.
(a)(1)(iii)	Summary Advertisement, dated November 10, 2020.
(a)(2)	Press Release, dated November 10, 2020 (Incorporated by reference to Exhibit 99.1 to the Partnership’s Current Report on Form 8-K filed on November 10, 2020).
(b)	Not applicable.
(d)(1)	Fourth Amended and Restated Agreement of Limited Partnership of Summit Midstream Partners, LP, dated May 28, 2020 (Incorporated herein by reference to Exhibit 3.1 of the Partnership’s Current Report on Form 8-K filed with the SEC on June 2, 2020).
(d)(2)	Second Amended and Restated Limited Liability Company Agreement of Summit Midstream GP, LLC, dated May 28, 2020 (Incorporated herein by reference to Exhibit 3.2 of the Partnership’s Current Report on Form 8-K filed with the SEC on June 2, 2020).
(d)(3)	Warrant to Purchase Common Units, dated May 28, 2020, from Summit Midstream Partners, LP to SMP TopCo, LLC (Incorporated herein by reference to Exhibit 10.6 of the Partnership’s Current Report on Form 8-K filed with the SEC on June 2, 2020).

Exhibit	Description
(d)(4)	<u>Warrant to Purchase Common Units, dated May 28, 2020, from Summit Midstream Partners, LP to SMLP Holdings, LLC (Incorporated herein by reference to Exhibit 10.7 of the Partnership's Current Report on Form 8-K filed with the SEC on June 2, 2020).</u>
(d)(5)	<u>Purchase Agreement, dated May 3, 2020, by and among Energy Capital Partners II, LP, Energy Capital Partners II-A, LP, Energy Capital Partners II-C (SMLP IP), LP, Energy Capital Partners II-C (Summit IP), LP, Energy Capital Partners II (Summit Co-Invest), LP and Summit Midstream Management, LLC, as contributors, SMP TopCo, LLC and SMLP Holdings, LLC, as sellers, Summit Midstream Partners, LP, as the acquiror, and, solely for certain purposes set forth therein, Summit Midstream Partners GP, LLC (Incorporated herein by reference to Exhibit 2.1 to SMLP's Current Report on Form 8-K dated May 5, 2020 (Commission File No. 001-35666)).</u>
(d)(6)	<u>Term Loan Agreement, dated as of March 21, 2017, among Summit Midstream Partners Holdings, LLC, as borrower, the lenders party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent and Collateral Agent (Incorporated herein by reference to Exhibit 10.9 of the Partnership's Current Report on Form 8-K filed with the SEC on June 2, 2020).</u>
(d)(7)	<u>Guarantee and Collateral Agreement, dated as of March 21, 2017, by and among Summit Midstream Partners Holdings, LLC, as grantor, Summit Midstream Partners, LLC, as pledgor and grantor and Credit Suisse AG, Cayman Islands Branch, as collateral agent (Incorporated herein by reference to Exhibit 10.10 of SMLP's Current Report on Form 8-K filed with the SEC on June 2, 2020 (Commission File No. 001-35666)).</u>
(d)(8)	<u>Transaction Support Agreement, dated September 29, 2020, by and among Summit Midstream Partners Holdings, LLC, Summit Midstream Partners, LLC, Summit Midstream Partners, LP and the Initial Directing Lenders listed therein (Incorporated herein by reference to Exhibit 10.1 to SMLP's Current Report on Form 8-K dated September 30, 2020 (Commission File No. 001-35666)).</u>
(g)	Not applicable.
(h)	Not applicable.

Item 13. Information Required by Schedule 13E-3.

Not applicable.

SIGNATURES

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

Date: November 10, 2020

Summit Midstream Partners, LP

By: Summit Midstream GP, LLC (its general partner)

/s/ Marc D. Stratton

Marc D. Stratton, Executive Vice President and Chief
Financial Officer



Offer to Purchase for Cash
9.50% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units (Liquidation Preference \$1,000)
for an Aggregate Purchase Price of Not More Than \$25,000,000.00
at a Per Unit Purchase Price of \$200.00

THE TENDER OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON DECEMBER 9, 2020, UNLESS THE TENDER OFFER IS EXTENDED (SUCH DATE AND TIME, AS THEY MAY BE EXTENDED, THE "EXPIRATION DATE") OR OTHERWISE TERMINATED.

Summit Midstream Partners, LP, a Delaware limited partnership ("**Summit**," the "**Partnership**," "**we**," "**us**" or "**our**"), is offering to purchase for cash (the "**Tender Offer**") up to \$25,000,000.00 aggregate purchase price (the "**Maximum Aggregate Purchase Price**") of our 9.50% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units (the "**Series A Preferred Units**" or "**units**") upon the terms and subject to the conditions described in this Offer to Purchase (as it may be amended or supplemented from time to time, the "**Offer to Purchase**") and in the related letter of transmittal (as it may be amended or supplemented from time to time, the "**Letter of Transmittal**").

The consideration for the Series A Preferred Units tendered and accepted for purchase pursuant to the Tender Offer will equal \$200.00 per Series A Preferred Unit (the "**Per Unit Purchase Price**"). Applicable withholding taxes will be deducted from payments to tendering holders.

Assuming that the Tender Offer is fully subscribed, the number of Series A Preferred Units that will be purchased at the Per Unit Purchase Price under the Tender Offer is 125,000. If the aggregate number of Series A Preferred Units that are validly tendered and not properly withdrawn as of the Expiration Date (the "**Total Tendered Amount**") exceeds the Maximum Aggregate Purchase Price, we will accept for purchase that number of Series A Preferred Units that does not result in the Total Tendered Amount exceeding the Maximum Aggregate Purchase Price. In that event, the Series A Preferred Units that will be accepted for purchase will be subject to proration, as described in this Offer to Purchase. For additional information on proration, see Section 1.

Holders that tender Series A Preferred Units that are accepted will forfeit any claim to all accumulated and unpaid distributions on their Series A Preferred Units, regardless of when accumulated, whether before or after the date hereof and including any distributions that may accumulate through the settlement date for the Tender Offer.

The Tender Offer will expire on the Expiration Date, unless extended or earlier terminated by us. Tendered Series A Preferred Units may be withdrawn at any time prior to the expiration of the Tender Offer. In addition, you may withdraw any tendered Series A Preferred Units if we have not accepted them for purchase within 40 business days from the commencement of the Tender Offer on November 10, 2020.

The Tender Offer is conditioned on, among other things, the following: (i) holders of at least 75,000 Series A Preferred Units validly tender (and not properly withdraw) their Series A Preferred Units prior to the Expiration Date (the "**Minimum Tender Condition**"), (ii) there shall have not been instituted, threatened in writing or be pending any action or proceeding before or by any court, governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the Tender Offer, that is, or is reasonably likely to be,

in our reasonable judgment, materially adverse to our business, operations, properties, condition, assets, liabilities or prospects, or which would or might, in our reasonable judgment, prohibit, prevent, restrict or delay consummation of the Tender Offer or materially impair the contemplated benefits to us (see Section 2) of the Tender Offer, (iii) no order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in our reasonable judgment, would or would be reasonably likely to prohibit, prevent, restrict or delay consummation of the Tender Offer or materially impair the contemplated benefits to us of the Tender Offer, or that is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition, assets, liabilities or prospects, (iv) there shall have not occurred or be reasonably likely to occur any material adverse change to our business, operations, properties, condition, assets, liabilities, prospects or financial affairs and (v) there shall have not occurred (a) any general suspension of, or limitation on prices for, trading in securities in U.S. securities or financial markets, (b) a declaration of a banking moratorium or any suspension of payments in respect to banks in the United States, (c) any limitation (whether or not mandatory) by any government or governmental, regulatory or administrative authority, agency or instrumentality, domestic or foreign, or other event that, in our reasonable judgment, would or would be reasonably likely to affect the extension of credit by banks or other lending institutions or (d) a natural disaster or the commencement or material worsening of a war, armed hostilities, act of terrorism or other international or national calamity directly or indirectly involving the United States which, in our reasonable judgment, diminishes general economic activity to a degree sufficient to materially reduce demand for natural gas and oil consumption. See Section 6 for a complete description of the conditions of the Tender Offer. We reserve the right to extend or terminate the Tender Offer if any condition of the Tender Offer is not satisfied and otherwise to amend the Tender Offer in any respect.

As of November 9, 2020, 237,184 Series A Preferred Units were outstanding. Our Series A Preferred Units trade on the OTC with the CUSIP number 866142AA0. On November 6, 2020, the reported closing price of our Series A Preferred Units on the OTC was \$153.30 per Series A Preferred Unit. **You are urged to obtain current market quotations for our Series A Preferred Units before deciding whether to tender your units pursuant to the Tender Offer.**

Neither the Securities and Exchange Commission (the "SEC") nor any state securities commission has approved or disapproved of this transaction or passed upon the merits or fairness of such transaction or passed upon the adequacy or accuracy of the information contained in this Offer to Purchase. Any representation to the contrary is a criminal offense.

The date of this Offer to Purchase is November 10, 2020.

IMPORTANT

None of the Partnership, Summit Midstream GP, LLC, our general partner (the “General Partner”), its Board of Directors (the “Board of Directors”), officers or employees, or the Tender and Information Agent (as defined below) makes any recommendation as to whether you should tender any Series A Preferred Units or refrain from tendering Series A Preferred Units in the Tender Offer. Accordingly, you must make your own decision as to whether to tender Series A Preferred Units in the Tender Offer and, if so, the number of Series A Preferred Units to tender. Participation in the Tender Offer is voluntary, and you should carefully consider whether to participate before you make your decision. We urge you to carefully read this Offer to Purchase in its entirety, including the information incorporated by reference herein, and the Letter of Transmittal. We also urge you to consult your own financial and tax advisors in making your own decisions on what action, if any, to take in light of your own particular circumstances.

If you want to tender all or any portion of your Series A Preferred Units, you must do one of the following prior to the Expiration Date:

- if your units are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, contact the nominee and have the nominee tender your units for you;
- complete and sign a Letter of Transmittal according to its instructions and deliver it, together with any required signature guarantees and any other documents required by the Letter of Transmittal to D.F. King & Co., Inc., the tender and information agent for the Tender Offer (the “**Tender and Information Agent**”), at the address shown on the Letter of Transmittal; or
- if you are an institution participating in The Depository Trust Company (“**DTC**”) and you hold your units through DTC, tender your units according to the procedure for book-entry transfer described in Section 3.

There are no guaranteed delivery procedures available with respect to the Tender Offer under the terms of this Offer to Purchase or any related materials. Holders must tender their Series A Preferred Units in accordance with the procedures set forth in this Offer to Purchase. See Section 3.

Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadline for participation in the Tender Offer. Accordingly, beneficial owners wishing to participate in the Tender Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Tender Offer.

We are making the Tender Offer to eligible holders only. We are not aware of any jurisdiction in which the making of this Tender Offer is not in compliance with applicable law. If we become aware of any jurisdiction in which the making of this Tender Offer would not be in compliance with applicable law, we will make a good faith effort to comply with any such law. If, after such good faith effort, we cannot comply with any such law, this Tender Offer will not be made to, nor will tenders of Series A Preferred Units be accepted from or on behalf of, the holders of Series A Preferred Units residing in such jurisdiction.

Questions and requests for assistance may be directed the Tender and Information Agent, and the telephone number and address set forth on the back cover page of this Offer to Purchase. You may request additional copies of this Offer to Purchase, Letter of Transmittal and other Tender Offer documents from the Tender and Information Agent. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Tender Offer.

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You should rely only on the information contained or incorporated by reference in this Offer to Purchase. We have not authorized anyone to provide you with information or to make any representation in connection with the Tender Offer other than those contained or incorporated by reference herein or in the accompanying Letter of Transmittal and other materials. If anyone makes any recommendation or gives any information or representation regarding the Tender Offer, you should not rely on that recommendation, information or representation as having been authorized by us, our General Partner, its Board of Directors, officers or employees, the Tender and Information Agent, or any other person. You should not assume that the information provided in the Tender Offer is accurate as of any date other than the date as of which it is shown, or if no date is otherwise indicated, the date of this Offer to Purchase. We are offering to purchase, and are seeking tenders of, these securities only in jurisdictions where the offers or tenders are permitted.

SUMMARY TERM SHEET

We are providing this summary term sheet for your convenience. The information contained in this Summary Term Sheet is a summary only and is not meant to be a substitute for the more detailed description and information contained in the remainder of this Offer to Purchase. These answers to questions that you may have as a holder of the Series A Preferred Units highlight selected information included elsewhere or incorporated by reference in this Offer to Purchase. To fully understand the Tender Offer and the other considerations that may be important to your decision about whether to participate in the Tender Offer, you should carefully read this Offer to Purchase in its entirety, as well as the information incorporated by reference in this Offer to Purchase. We have included references to the sections of this Offer to Purchase where you will find a more complete description of the topics in this summary. For further information about us, see Section 9.

Except as the context otherwise requires, or as otherwise specified or used in this Offer to Purchase, the terms “we,” “us,” “our,” “ours,” “the Partnership,” and “SMLP” refer to Summit Midstream Partners, LP and its consolidated subsidiaries.

- **Who is offering to purchase my Series A Preferred Units?**

The issuer of the Series A Preferred Units, Summit Midstream Partners, LP, a Delaware limited partnership, is offering to purchase your Series A Preferred Units. For further information about us, see Section 9.

- **Why are we making the Tender Offer?**

We are making the Tender Offer in connection with our strategic plan to enhance our financial flexibility and enhance the value of the common units representing limited partner interests in the Partnership (the “**Common Units**”). The Partnership believes that the Tender Offer would be beneficial to the Partnership for the following reasons:

- Successful completion of the Tender Offer would reduce the amount of distributions on Series A Preferred Units that we would be required to pay (currently \$20.3 million in the aggregate), including the accumulated but unpaid distribution of \$11.3 million for the six-month period ended June 15, 2020, before we would be able to make any distributions on Common Units, which we believe will increase our ability to resume distributions on our Common Units in the future and consequently their market value and our ability to raise capital.
- Successful completion of the Tender Offer would reduce the Series A Preferred Units’ \$125 million liquidation preference.

While we believe the Tender Offer offers benefits to the Partnership and the holders of Series A Preferred Units, the Tender Offer is not equally suitable for all holders of Series A Preferred Units, and the decision as to whether to tender Series A Preferred Units in the Tender Offer will not be the same for all holders. See Section 2.

- **What will be the Per Unit Purchase Price for the units and what will be the form of payment?**

The consideration for the Series A Preferred Units tendered and accepted for purchase pursuant to the Tender Offer will be the Per Unit Purchase Price of \$200.00 per Series A Preferred Unit. Applicable withholding taxes will be deducted from payments to tendering holders. The Per Unit Purchase Price does not include accrued distributions.

We are offering to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase and the Letter of Transmittal, the Series A Preferred Units in an amount not to exceed the Maximum Aggregate Purchase Price. If the Total Tendered Amount for the Series A Preferred Units that are validly tendered and not properly withdrawn as of the Expiration Date exceeds the Maximum Aggregate Purchase Price,

we will accept for purchase that number of Series A Preferred Units that does not result in the Total Tendered Amount exceeding the Maximum Aggregate Purchase Price. In that event, the Series A Preferred Units will be subject to proration, as described in this Offer to Purchase.

At the time you tender your Series A Preferred Units, you will not know the extent of participation by other holders of Series A Preferred Units in the Tender Offer or whether acceptance of all validly tendered and not properly withdrawn Series A Preferred Units would result in the Total Tendered Amount exceeding the Maximum Aggregate Purchase Price. As a result, you will not know whether we will be able to accept for purchase in full your validly tendered and not properly withdrawn Series A Preferred Units at the time you tender those units.

Your right to receive the Per Unit Purchase Price in the Tender Offer is subject to all of the conditions set forth in this Offer to Purchase and the related Letter of Transmittal. See Section 1.

- **How many Series A Preferred Units are you offering to purchase in the Tender Offer?**

We are offering to purchase Series A Preferred Units validly tendered and not properly withdrawn up to the Maximum Aggregate Purchase Price. Assuming that the Tender Offer is fully subscribed, the number of Series A Preferred Units that will be purchased at the Per Unit Purchase Price under the Tender Offer is 125,000, which represents approximately 52.7% of the total number of Series A Preferred Units outstanding as of November 9, 2020.

- **How will the Tender Offer affect the trading market for the Series A Preferred Units that are not tendered?**

If the number of Series A Preferred Units that remain outstanding after the Tender Offer is significantly reduced, the trading market for the remaining Series A Preferred Units may be less liquid and more sporadic, and market prices may fluctuate significantly depending on the volume of trading of such units. The extent of the market for the Series A Preferred Units following the consummation of the Tender Offer will depend upon, among other things, the number of outstanding Series A Preferred Units at such time, the number of holders of Series A Preferred Units remaining at such time and the interest in maintaining a market in such Series A Preferred Units on the part of securities firms. See Section 2.

- **What other rights will I lose if I tender my Series A Preferred Units in the Tender Offer?**

If your Series A Preferred Units are validly tendered and accepted for purchase pursuant to the Tender Offer, you will lose the rights of a holder of such Series A Preferred Unit, including receipt of any future distributions and the liquidation preference. For example, you would lose the right to receive semi-annual cash distributions, including previously accumulated distributions, when, as and if declared by our General Partner on such Series A Preferred Units. On May 3, 2020, we announced the suspension of distributions payable on both our Common Units and our Series A Preferred Units. We did not make a distribution on our Common Units with respect to the first, second or third quarters of 2020, nor did we make a distribution on our Series A Preferred Units on June 15, 2020. Unpaid distributions on the Series A Preferred Units will continue to accrue for holders who do not tender their Series A Preferred Units pursuant to the Tender Offer.

You would also lose the right to receive, out of the assets available for distribution to our limited partners and before any distribution is made to the holders of securities ranking junior to the Series A Preferred Units (including our Common Units), a liquidation preference in the amount of \$1,000 per Series A Preferred Unit, plus accumulated and unpaid distributions, upon any voluntary or involuntary liquidation, winding-up or dissolution of the Partnership.

The Board of Directors of the General Partner plans on making decisions with respect to payment of distributions on the Series A Preferred Units on a semi-annual or quarterly basis, as applicable, based on the required payment date. We may not pay distributions on the Series A Preferred Units in the foreseeable future, and there are

restrictions on our ability to pay distributions under our outstanding indebtedness that restrict our ability to pay cash distributions on any of our equity securities. See Section 2.

- **How do I tender my Series A Preferred Units for purchase in the Tender Offer?**

If your Series A Preferred Units are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to participate in the Tender Offer, you should contact that registered holder promptly and instruct such holder to tender your Series A Preferred Units on your behalf. If you are a participant of DTC, you may electronically transmit your acceptance through DTC's Automated Tender Offer Program ("ATOP"). Alternatively, you may submit a duly executed Letter of Transmittal to the Tender and Information Agent. See Section 3.

Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadline for participation in the Tender Offer. Accordingly, beneficial owners wishing to participate in the Tender Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Tender Offer.

For further information on how to tender Series A Preferred Units, contact the Tender and Information Agent at the telephone number set forth on the back cover of this Offer to Purchase or consult your broker, dealer, commercial bank, trust company or other nominee for assistance.

- **May I tender only a portion of the Series A Preferred Units that I hold?**

Yes. You do not have to tender all of your Series A Preferred Units to participate in the Tender Offer, unless you are an Odd Lot Holder as described in Section 1.

- **If the Tender Offer is consummated and I do not participate or I do not tender all of my Series A Preferred Units, how will my rights and obligations under my remaining outstanding Series A Preferred Units be affected?**

The rights and obligations under the Series A Preferred Units that remain outstanding after the consummation of the Tender Offer will not change as a result of the Tender Offer. See Section 2.

- **What do you intend to do with the Series A Preferred Units that are tendered in the Tender Offer?**

Series A Preferred Units accepted for purchase by us in the Tender Offer will be cancelled. See Section 2.

- **Are you making a recommendation regarding whether I should participate in the Tender Offer?**

We are not making any recommendation regarding whether you should tender or refrain from tendering your Series A Preferred Units for purchase in the Tender Offer. Accordingly, you must make your own determination as to whether to tender your Series A Preferred Units for purchase in the Tender Offer and, if so, the number of units to tender. Before making your decision, we urge you to read this Offer to Purchase carefully in its entirety, and the other documents incorporated by reference in this Offer to Purchase.

- **What risks should I consider in deciding whether or not to tender my Series A Preferred Units?**

In deciding whether to participate in the Tender Offer, you should carefully consider the discussion of risks and uncertainties affecting our business and the Series A Preferred Units that are described in the section entitled "Risk Factors" of our Annual Report on Form 10-K for the fiscal year ended December 31, 2019, our Quarterly Report on Form 10-Q for the three months ended March 31, 2020, our Quarterly Report on Form 10-Q for the three months ended June 30, 2020 and our Quarterly Report on Form 10-Q for the three months ended September 30, 2020.

- **What are the conditions to the Tender Offer?**

The Tender Offer is conditioned on, among other things, the Minimum Tender Condition. See Section 6 for a complete description of the conditions of the Tender Offer.

We may waive certain conditions of the Tender Offer. If any of the conditions are not satisfied or waived for the Tender Offer, we will not complete the Tender Offer.

- **When does the Tender Offer expire?**

The Tender Offer will expire at 11:59 p.m., New York City time, on the Expiration Date, unless extended or earlier terminated by us. See Sections 1 and 14.

- **Under what circumstances can the Tender Offer be extended, amended or terminated?**

We reserve the right to extend the Tender Offer for any reason at all. We also expressly reserve the right, at any time or from time to time, to amend the terms of the Tender Offer in any respect prior to the Expiration Date. Further, we may be required by law to extend the Tender Offer if we make a material change in the terms of the Tender Offer or in the information contained in this Offer to Purchase or waive a material condition to the Tender Offer. During any extension of the Tender Offer, Series A Preferred Units that were previously tendered for purchase pursuant to the Tender Offer and not properly withdrawn will remain subject to the Tender Offer. We reserve the right, in our sole and absolute discretion, to terminate the Tender Offer at any time prior to the Expiration Date if any condition is not met. If the Tender Offer is terminated, no Series A Preferred Units tendered in the Tender Offer will be accepted for purchase and any Series A Preferred Units that have been tendered for purchase will be returned to the holder promptly after the termination at our expense. See Section 14.

- **How will I be notified if the Tender Offer is extended, amended or terminated?**

We will issue a press release or otherwise publicly announce any extension, amendment or termination of the Tender Offer. In the case of an extension, we will promptly make a public announcement by issuing a press release no later than 9:00 a.m., New York City time, on the first business day after the previously scheduled Expiration Date. For more information regarding notification of extensions, amendments or the termination of the Tender Offer, see Section 14.

- **What is the accounting treatment of the Tender Offer?**

For each Series A Preferred Unit that is tendered in the Tender Offer, we will eliminate from our Series A Preferred Unit capital account an amount equal to the sum of \$1,000, the undistributed net income allocated to the Series A Preferred Unit, and an offset amount for the allocation of Series A Preferred Unit issuance costs. The amount eliminated will be replaced by an equivalent amount in our Common Unit capital account.

- **If more than the Maximum Aggregate Purchase Price of units is validly tendered and not properly withdrawn prior to the Expiration Date, in what order will the Partnership purchase the tendered units?**

If the conditions of the Tender Offer have been satisfied or waived and the Maximum Aggregate Purchase Price or less is validly tendered and not properly withdrawn prior to the Expiration Date, we will buy all Series A Preferred Units validly tendered and not properly withdrawn.

If the conditions to the Tender Offer have been satisfied or waived and more than the Maximum Aggregate Purchase Price of units has been validly tendered and not properly withdrawn prior to the Expiration Date, we will purchase Units on the following basis:

- *First*, all Series A Preferred Units owned in “odd lots” (less than 100 units) that have been validly tendered (and not properly withdrawn) prior to the Expiration Date; and

- *Second*, all other Series A Preferred Units validly tendered (and not properly withdrawn) prior to the Expiration Date, on a pro rata basis, with appropriate adjustments to avoid the purchase of fractional units, until we have purchased units resulting in the Maximum Aggregate Purchase Price. See Section 1.

Therefore, because of “Odd Lot” priority and proration provisions described above, we may not purchase all of the Series A Preferred Units that you tender if units in excess of the Maximum Aggregate Purchase Price are validly tendered (and not properly withdrawn).

- **What happens if some or all of my Series A Preferred Units are not accepted for purchase?**

If we decide not to accept some or all of your Series A Preferred Units because of an invalid tender, the occurrence of the other events set forth in this Offer to Purchase or otherwise, the units not accepted by us will be returned to you, at our expense, promptly after the expiration or termination of the Tender Offer by book-entry transfer to your account at DTC, as applicable. Because of “Odd Lot” priority and proration provisions described above, we may not purchase all of the Series A Preferred Units that you tender if units in excess of the Maximum Aggregate Purchase Price are validly tendered (and not properly withdrawn). See Section 1.

- **Until when may I withdraw Series A Preferred Units previously tendered for purchase?**

If not previously returned, you may withdraw Series A Preferred Units that were previously tendered for purchase at any time prior to the expiration of the Tender Offer. In addition, you may withdraw any Series A Preferred Units that you tender that are not accepted for purchase by us after the expiration of 40 business days from the commencement of the Tender Offer, if such Series A Preferred Units have not been previously returned to you. For more information, see Section 4.

- **How do I withdraw Series A Preferred Units previously tendered for purchase in the Tender Offer?**

For a withdrawal to be effective, the Tender and Information Agent must receive a computer-generated notice of withdrawal, transmitted by DTC on behalf of the holder in accordance with the standard operating procedure of DTC, or a written notice of withdrawal, sent by facsimile transmission, receipt confirmed by telephone, or letter, prior to the Expiration Date. For more information regarding the procedures for withdrawing Series A Preferred Units, see Section 4.

- **Will I have to pay any fees or commissions if I tender my Series A Preferred Units for purchase in the Tender Offer?**

You will not be required to pay any fees or commissions to us or the Tender and Information Agent in connection with the Tender Offer. However, if your Series A Preferred Units are held through a broker or other nominee who tenders the units on your behalf, your broker may charge you a commission for doing so. You should consult with your broker or nominee to determine whether any charges will apply. See Section 15.

- **What are the U.S. federal income tax consequences if I tender my units?**

The receipt of cash for your tendered units will generally be treated as a distribution with respect to such units. The treatment of the receipt of cash depends upon facts which may be unique as to each holder. See Section 13. As to each foreign holder, U.S. federal income tax will be withheld at a 52% rate unless such holder provides documentation pursuant to which the Tender and Information Agent, or other withholding agent, may determine that an exemption from, or reduction of, such withholding applies. See Section 13. If tax has been withheld you may be entitled to a refund of part or all of such withheld amount. See Section 13.

EACH HOLDER IS ADVISED TO CONSULT ITS OWN TAX ADVISOR TO DETERMINE THE FEDERAL, STATE, LOCAL, FOREIGN AND OTHER TAX CONSEQUENCES TO IT OF THE TENDER OFFER.

- **With whom may I talk if I have questions about the Tender Offer?**

If you have questions about the terms of the Tender Offer or the procedures for tendering Series A Preferred Units in the Tender Offer or require assistance in tendering your Series A Preferred Units, please contact the Tender and Information Agent. The contact information for the Tender and Information Agent is set forth on the back cover page of this Offer to Purchase.

FORWARD-LOOKING STATEMENTS

We have made in this Offer to Purchase, and may from time to time otherwise make in other public filings, press releases and discussions with our management, forward-looking statements concerning our operations, economic performance and financial condition. These forward-looking statements include, without limitation, any statement that may project, indicate or imply future results, events, performance or achievements and may contain the words “expect,” “intend,” “plan,” “anticipate,” “estimate,” “believe,” “will be,” “will continue,” “will likely result,” and similar expressions, or future conditional verbs such as “may,” “will,” “should,” “would” and “could.” In addition, any statement concerning future financial performance (including future revenues, earnings or growth rates), ongoing business strategies or prospects, and possible actions taken by us or our subsidiaries are also forward-looking statements. These forward-looking statements involve various risks and uncertainties.

Forward-looking statements are based on current expectations and projections about future events and are inherently subject to a variety of risks and uncertainties, many of which are beyond the control of our management team. All forward-looking statements in this Offer to Purchase and subsequent written and oral forward-looking statements attributable to us, or to persons acting on our behalf, are expressly qualified in their entirety by the cautionary statements in this paragraph. These forward-looking statements speak only as of the date of this Offer to Purchase, or if earlier, as of the date they were made. The safe harbor provisions for forward-looking statements contained in the Securities Act of 1933 (the “Securities Act”) and the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), do not apply to any forward-looking statements that we make in connection with this Offer to Purchase, including forward-looking statements from our Annual Report on Form 10-K or Quarterly Reports on Form 10-Q, which are incorporated by reference into this Offer to Purchase. These risks and uncertainties include, among others:

- failure to consummate the Tender Offer or any other liability management transactions we may pursue;
- our decision whether to pay, or our ability to grow, our cash distributions;
- fluctuations in natural gas, natural gas liquids (“NGLs”) and crude oil prices, including as of a result of political or economic measures taken by various countries or OPEC;
- the extent and success of our customers’ drilling efforts, as well as the quantity of natural gas, crude oil and produced water volumes produced within proximity of our assets;
- the current and potential future impact of the COVID-19 pandemic on our business, results of operations, financial position or cash flows;
- failure or delays by our customers in achieving expected production in their natural gas, crude oil and produced water projects;
- competitive conditions in our industry and their impact on our ability to connect hydrocarbon supplies to our gathering and processing assets or systems;
- actions or inactions taken or nonperformance by third parties, including suppliers, contractors, operators, processors, transporters and customers, including the inability or failure of our shipper customers to meet their financial obligations under our gathering agreements and our ability to enforce the terms and conditions of certain of our gathering agreements in the event of a bankruptcy of one or more of our customers;
- our ability to divest of certain of our assets or joint ventures to third parties on attractive terms, which is subject to a number of factors, including prevailing conditions and outlook in the natural gas, NGL and crude oil industries and markets;
- the effectiveness of the Partnership’s 1-for-15 reverse unit split of its Common Units for regaining and maintaining compliance with the continued listing standards of the New York Stock Exchange (the “**NYSE**”);
- the ability to attract and retain key management personnel;

- commercial bank and capital market conditions and the potential impact of changes or disruptions in the credit and/or capital markets;
- changes in the availability and cost of capital and the results of our financing efforts, including availability of funds in the credit and/or capital markets;
- restrictions placed on us by the agreements governing our debt and preferred equity instruments;
- the availability, terms and cost of downstream transportation and processing services;
- natural disasters, accidents, weather-related delays, casualty losses and other matters beyond our control;
- operational risks and hazards inherent in the gathering, compression, treating and/or processing of natural gas, crude oil and produced water;
- weather conditions and terrain in certain areas in which we operate;
- any other issues that can result in deficiencies in the design, installation or operation of our gathering, compression, treating and processing facilities;
- timely receipt of necessary government approvals and permits, our ability to control the costs of construction, including costs of materials, labor and rights-of-way and other factors that may impact our ability to complete projects within budget and on schedule;
- our ability to finance our obligations related to capital expenditures, including through opportunistic asset divestitures or joint ventures and the impact any such divestitures or joint ventures could have on our results;
- the effects of existing and future laws and governmental regulations, including environmental, safety and climate change requirements and federal, state and local restrictions or requirements applicable to oil and/or gas drilling, production or transportation;
- changes in tax status;
- the effects of litigation;
- changes in general economic conditions; and
- other factors discussed below and elsewhere in this Offer to Purchase and in our other public filings, press releases and discussions with our management.

For additional information regarding known material factors that could cause our actual results to differ from projected results please read the rest of this Offer to Purchase, as well as “Risk Factors” in Part I, “Item 1A. Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2019 and Part II, “Item 1A. Risk Factors” in our Quarterly Reports on Form 10-Q for the three months ended March 31, 2020, June 30, 2020 and September 30, 2020.

INTRODUCTION

To the Holders of Series A Preferred Units of Summit Midstream Partners, LP:

Summit Midstream Partners, LP (“**Summit**,” the “**Partnership**,” “**we**,” “**us**” or “**our**”) invites holders of its 9.50% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units (Liquidation Preference \$1,000) (“**Series A Preferred Units**”) to tender their Series A Preferred Units for purchase by us. We are offering to purchase such units for cash (the “**Tender Offer**”) up to \$25,000,000.00 aggregate purchase price (the “**Maximum Aggregate Purchase Price**”) upon the terms and subject to the conditions described in this Offer to Purchase (as it may be amended or supplemented from time to time, the “**Offer to Purchase**”) and in the related letter of transmittal (as it may be amended or supplemented from time to time, the “**Letter of Transmittal**”).

The Tender Offer will expire on December 9, 2020 as 11:59 p.m., New York City time, unless the Tender Offer is extended or terminated by us (such time, as it may be extended, the “**Expiration Date**”).

The consideration for the Series A Preferred Units tendered and accepted for purchase pursuant to the Tender Offer will equal \$200.00 per Series A Preferred Unit (the “**Per Unit Purchase Price**”). Applicable withholding taxes will be deducted from payments to tendering holders.

Assuming that the Tender Offer is fully subscribed, the number of Series A Preferred Units that will be purchased at the Per Unit Purchase Price under the Tender Offer is 125,000. If the aggregate number of Series A Preferred Units that are validly tendered and not properly withdrawn as of the Expiration Date (the “**Total Tendered Amount**”) exceeds the Maximum Aggregate Purchase Price, we will accept for purchase that number of Series A Preferred Units that does not result in the Total Tendered Amount exceeding the Maximum Aggregate Purchase Price. In that event, the Series A Preferred Units that will be accepted for purchase will be subject to proration, as described in this Offer to Purchase. For additional information on proration, see Section 1.

Only units validly tendered and not properly withdrawn will be eligible for purchase. Units tendered but not purchased pursuant to the Tender Offer will be returned promptly following the Expiration Date. See Sections 3 and 4.

The Tender Offer is conditioned on, among other things, the Minimum Tender Condition (as defined below). See Section 6.

None of the Partnership, its general partner (the “General Partner”), the General Partner’s Board of Directors, officers or employees, or the Tender and Information Agent makes any recommendation as to whether you should tender any Series A Preferred Units or refrain from tendering Series A Preferred Units in the Tender Offer. Accordingly, you must make your own decision as to whether to tender Series A Preferred Units in the Tender Offer and, if so, the number of Series A Preferred Units to tender. Participation in the Tender Offer is voluntary, and you should carefully consider whether to participate before you make your decision. We urge you to carefully read this Offer to Purchase in its entirety, including the information incorporated by reference herein, and the Letter of Transmittal. We also urge you to consult your own financial and tax advisors in making your own decisions on what action, if any, to take in light of your own particular circumstances.

If the conditions of the Tender Offer have been satisfied or waived and the Maximum Aggregate Purchase Price of Series A Preferred Units or less is validly tendered and not properly withdrawn prior to the Expiration Date, we will buy all Series A Preferred Units validly tendered and not properly withdrawn.

If the conditions to the Tender Offer have been satisfied or waived and more than the Maximum Aggregate Purchase Price has been validly tendered and not properly withdrawn prior to the Expiration Date, we will purchase Series A Preferred Units on the following basis:

- *First*, all Series A Preferred Units owned in “odd lots” (less than 100 units) that have been validly tendered (and not properly withdrawn) prior to the Expiration Date; and
- *Second*, all other Series A Preferred Units validly tendered (and not properly withdrawn) prior to the Expiration Date, on a pro rata basis, with appropriate adjustments to avoid the purchase of fractional units, until we have purchased units resulting in the Maximum Aggregate Purchase Price. See Section 1.

Because of the “odd lot” priority and proration provisions described above, we may not purchase all of the units that you tender. See Section 1.

The Per Unit Purchase Price will be paid to holders whose units are accepted for payment in cash, less any applicable withholding taxes and without interest. Tendering holders who hold units registered in their own name and who tender their units directly to the Tender and Information Agent will not be obligated to pay brokerage commissions, solicitation fees or, except as set forth in Section 5 hereof, transfer taxes on the purchase of units by us pursuant to the Tender Offer. Holders holding units in a brokerage account or otherwise through a broker, dealer, commercial bank, trust company or other nominee are urged to consult their broker, dealer, commercial bank, trust company or other nominee to determine whether any charges may apply if holders tender units through such nominees and not directly to the Tender and Information Agent. See Section 3.

We will pay all reasonable fees and expenses incurred in connection with the Tender Offer by the Tender and Information Agent.

Also, any tendering holder or other payee who is not a U.S. holder (as defined in Section 13) or who is a U.S. holder but fails to properly complete, sign and return to the Tender and Information Agent, or other withholding agent, the Internal Revenue Service (“**IRS**”) Form W-9 included with the Letter of Transmittal may be subject to U.S. federal income tax withholding (at a rate of 52%) of the gross proceeds paid to the holder or other payee pursuant to the Tender Offer, unless such holder otherwise establishes an exemption from or a reduction of such withholding. See Section 13 regarding material U.S. federal income tax consequences of the Tender Offer.

As of November 9, 2020, 237,184 Series A Preferred Units were outstanding. Our Series A Preferred Units trade on the OTC with the CUSIP number 866142AA0. On November 6, 2020, the reported closing price of our Series A Preferred Units on the OTC was \$153.30 per Series A Preferred Unit. **You are urged to obtain current market quotations for our Series A Preferred Units before deciding whether to tender your units pursuant to the Tender Offer.** See Section 7.

CERTAIN SIGNIFICANT CONSIDERATIONS

Upon consummation of the Tender Offer, holders who tender their Series A Preferred Units will lose their rights under the Series A Preferred Units tendered in the Tender Offer, including, without limitation, their claims to accumulated and unpaid distributions and their rights to future distributions on the Series A Preferred Units, including a liquidation preference of \$1,000 per unit.

If you tender your Series A Preferred Units pursuant to the Tender Offer, you will be giving up all of your rights as a holder of those Series A Preferred Units, including, without limitation, any claim you may have to accumulated and unpaid distributions through the settlement date and your right to future distributions on the Series A Preferred Units. Holders of the Series A Preferred Units are entitled to semi-annual distributions, which are paid when, as and if declared by our General Partner. You would also lose a portion of your right to receive, out of the assets available for distribution to our unitholders and before any distribution is made to the holders of securities ranking junior to the Series A Preferred Units, a liquidation preference in the amount of \$1,000 per unit, plus accumulated and unpaid distributions, upon any voluntary or involuntary liquidation, winding-up or dissolution of the Partnership.

On May 3, 2020, we announced the suspension of distributions payable on both our Common Units and our Series A Preferred Units. We did not make a distribution on our Common Units with respect to the first quarter of 2020, nor did we make a distribution on our Series A Preferred Units on June 15, 2020. Unpaid distributions on the Series A Preferred Units will continue to accumulate for holders who do not tender their Series A Preferred Units pursuant to the Tender Offer. As of November 9, 2020, the amount of accrued and unpaid distributions on the Series A Preferred Units was \$20.3 million.

In the future, we may acquire any Series A Preferred Units that are not tendered in the Tender Offer for consideration different than that in the Tender Offer.

In the future, we may acquire Series A Preferred Units that are not tendered in the Tender Offer through open market purchases, privately negotiated transactions, a future tender or exchange offer or such other means as we deem appropriate. Any such acquisitions will occur upon the terms and at the prices as we may determine in our discretion, based on factors prevailing at the time, which may be more or less than the Per Unit Purchase Price and could be for cash or other consideration. We may choose to pursue any or none of these alternatives, or combinations thereof, in the future.

There may be less liquidity in the market for non-tendered Series A Preferred Units, and the market prices for non-tendered Series A Preferred Units may therefore decline or become more volatile.

If the Tender Offer is consummated, the number of outstanding Series A Preferred Units will be reduced, perhaps substantially, which may adversely affect the liquidity of such non-tendered Series A Preferred Units. An issue of securities with a small number available for trading, or float, generally commands a lower price than does a comparable issue of securities with a greater float. Therefore, the market price for Series A Preferred Units that are not validly tendered in the Tender Offer may be adversely affected. The reduced float also may tend to make the market prices of the Series A Preferred Units that are not tendered more volatile.

The Board of Directors has not made a recommendation as to whether you should tender your Series A Preferred Units pursuant to the Tender Offer, and we have not obtained a third-party determination that the Tender Offer is fair to holders of the Series A Preferred Units.

The Board of Directors has not made, and will not make, any recommendation as to whether holders of the Series A Preferred Units should tender their Series A Preferred Units pursuant to the Tender Offer. We have not retained and do not intend to retain any unaffiliated representative to act solely on behalf of the holders of the Series A Preferred Units for purposes of negotiating the terms of the Tender Offer, or preparing a report or making any recommendation concerning the fairness of the Tender Offer to the Partnership or the holders of Series A Preferred Units.

The Tender Offer may not be consummated if the Minimum Tender Condition is not satisfied or waived.

If the Minimum Tender Condition is not satisfied or waived, we will not accept any Series A Preferred Units tendered in the Tender Offer. See Section 6.

Certain members of the Board of Directors are subject to conflicts of interest with respect to the Tender Offer.

Several of our officers and directors own Common Units or receive compensation tied to Common Units. The Tender Offer and completion of the Tender Offer may impact the trading or market value of our Common Units or our Series A Preferred Units. To our knowledge, none of the directors or executive officers of our General Partner beneficially own any Series A Preferred Units.

The tax treatment of our Series A Preferred Units and the Tender Offer is uncertain because there is no direct controlling authority with respect to interests such as the Series A Preferred Units.

The tax treatment of our Series A Preferred Units and the Tender Offer is uncertain because there is no direct controlling authority with respect to interests such as the Series A Preferred Units. Although the Internal Revenue Service (“IRS”) may disagree with this treatment, we have treated, and will treat, our Series A Preferred Units as partnership interests, the holders of our Series A Preferred Units as partners and the payment of the Per Unit Purchase Price as a distribution by a partnership to a partner. If the Series A Preferred Units are not partnership interests, they would likely constitute indebtedness for federal income tax purposes and the tax consequences of participating in the Tender Offer would be different from those described below in Section 13.

If, contrary to the position we have taken, the IRS asserts or a court concludes that the Series A Preferred Units must be treated for federal income tax purposes as indebtedness rather than partnership interests, the Tender Offer would likely cause us to recognize income from cancellation of indebtedness. The IRS has issued administrative guidance stating that it will not challenge a taxpayer’s determination that its income from cancellation of indebtedness is qualifying income if the taxpayer satisfies certain requirements. We believe we would be able to satisfy those requirements as to any income from cancellation of indebtedness arising from the Tender Offer, but there can be no assurance that this will be the case. See Section 13.

THE TENDER OFFER

1. Number of Units; Per Unit Purchase Price; Proration

General.

The Tender Offer will expire at the Expiration Date, unless extended or earlier terminated by us. The term “Expiration Date” means 11:59 p.m., New York City time, on December 9, 2020, and if we extend the period of time for which the Tender Offer remains open, the term “Expiration Date” means the latest time and date to which the Tender Offer is so extended. Tendered Series A Preferred Units may be withdrawn prior to the Expiration Date. You must validly tender your Series A Preferred Units for purchase prior to the Expiration Date to receive the cash consideration. The Expiration Date will be at least 20 business days from the commencement of the Tender Offer as required by Rule 14e-1(a) under the Exchange Act.

We are offering to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase and the Letter of Transmittal, Series A Preferred Units in an amount not to exceed the Maximum Aggregate Purchase Price. If the Total Tendered Amount of the Series A Preferred Units that are validly tendered and not properly withdrawn as of the Expiration Date exceeds the Maximum Aggregate Purchase Price, we will accept for purchase that number of Series A Preferred Units that does not result in the Total Tendered Amount exceeding the Maximum Aggregate Purchase Price. In that event, the Series A Preferred Units that will be accepted will be subject to proration, as described in this Section 1.

If you elect to participate in the Tender Offer, you may tender a portion of or all of the Series A Preferred Units you hold, although we may not be able to accept for purchase all such Series A Preferred Units you tender. At the time you tender your Series A Preferred Units, you will not know the extent of participation by other holders of Series A Preferred Units in the Tender Offer or whether acceptance of all validly tendered and not properly withdrawn Series A Preferred Units would exceed the Maximum Aggregate Purchase Price. As a result, you will not know whether we will be able to accept for purchase in full your validly tendered and not properly withdrawn Series A Preferred Units at the time you tender those securities.

The consideration for the Series A Preferred Units tendered and accepted for purchase pursuant to the Tender Offer will be the Per Unit Purchase Price. Applicable withholding taxes will be deducted from payments to tendering holders. See Sections 3 and 13.

Series A Preferred Units acquired pursuant to the Tender Offer will be acquired by the Partnership free and clear of all liens, charges, encumbrances, security interests, claims, restrictions and equities whatsoever, together with all rights and benefits arising therefrom, provided that any distributions which may be declared, paid, issued, distributed, made or transferred on or in respect of such units to holders of record on or prior to the date on which the units are purchased at the Per Unit Purchase Price under the Tender Offer shall be for the account of such holders.

The Tender Offer is conditioned on, among other things, the Minimum Tender Condition. See Section 6.

Priority of Purchases. If the Total Tendered Amount of Series A Preferred Units that are validly tendered and not properly withdrawn as of the Expiration Date exceeds the Maximum Aggregate Purchase Price, we will accept for purchase that number of Series A Preferred Units that does not result in the Total Tendered Amount exceeding the Maximum Aggregate Purchase Price. In that event, we will purchase Series A Preferred Units on the following basis:

- *First*, all Series A Preferred Units owned in “odd lots” (less than 100 units) that have been validly tendered (and not properly withdrawn) prior to the Expiration Date; and
- *Second*, all other Series A Preferred Units validly tendered (and not properly withdrawn) prior to the Expiration Date, on a pro rata basis, with appropriate adjustments to avoid the purchase of fractional units, until we have purchased units resulting in the Maximum Aggregate Purchase Price.

As a result of the foregoing priorities applicable to the purchase of units tendered, it is possible that all of the units that a holder tenders in the Tender Offer may not be purchased.

Odd Lots. The term “odd lots” means all Series A Preferred Units validly tendered prior to the Expiration Date and not properly withdrawn by any person who owned, beneficially or of record, a total of fewer than 100 units and so certified in the appropriate place on the Letter of Transmittal (an “**Odd Lot Holder**”). To qualify for this preference, an Odd Lot Holder must tender all units owned by the Odd Lot Holder in accordance with the procedures described in Section 3. Odd lots will be accepted for payment before any proration of the purchase of other tendered units. This preference is not available to partial tenders or to beneficial or record holders of 100 or more units in the aggregate, even if these holders have separate accounts or certificates representing fewer than 100 units. By tendering in the Tender Offer, an Odd Lot Holder who holds units in his or her name and tenders such units directly to the Tender and Information Agent would not only avoid the payment of brokerage commissions, but also would avoid any applicable odd lot discounts in a sale of the holder’s units. Any Odd Lot Holder wishing to tender all of his or her units pursuant to the Tender Offer should complete the section entitled “Odd Lots” in the Letter of Transmittal.

Proration. The proration period is the period for accepting units on a pro rata basis in the event that the Tender Offer is oversubscribed. If proration of tendered units is required, we will determine the proration factor promptly following the Expiration Date. Subject to adjustment to avoid the purchase of fractional units, proration for each holder tendering units (other than Odd Lot Holders) will be based on the ratio of the total number of units to be purchased by us (excluding units purchased from Odd Lot Holders) to the number of units validly tendered and not properly withdrawn by all holders (other than Odd Lot Holders). This ratio will be applied to holders (other than Odd Lot Holders) validly tendering units at to determine the number of units that will be purchased from each tendering holder in the Tender Offer. Because of the difficulty in determining the number of units validly tendered and not properly withdrawn, and because of the odd lot procedure described above, if the Tender Offer is oversubscribed, we do not expect that we will be able to announce the final proration factor or commence payment for any units purchased pursuant to the Tender Offer until up to five business days after the Expiration Date. The preliminary results of any proration will be announced by press release promptly after the Expiration Date. After the Expiration Date, holders may obtain preliminary proration information from the Tender and Information Agent and also may be able to obtain the information from their brokers.

This Offer to Purchase and the Letter of Transmittal will be delivered to record holders of the Series A Preferred Units and will be furnished to brokers, dealers, commercial banks, trust companies and other nominee holders and similar persons whose names, or the names of whose nominees, appear on the Partnership’s holders list or, if applicable, who are listed as participants in a clearing agency’s security position listing for subsequent transmittal to beneficial owners of Series A Preferred Units.

The Tender Offer will expire on the Expiration Date, unless extended or earlier terminated by us. Tendered Series A Preferred Units may be withdrawn at any time prior to the expiration of the Tender Offer. In addition, you may withdraw any tendered Series A Preferred Units if we have not accepted them for purchase within 40 business days from the commencement of the Tender Offer on November 10, 2020.

All of the Series A Preferred Units are held in book-entry form through the facilities of DTC in New York City. This Offer to Purchase is being sent to all registered holders and beneficial holders of Series A Preferred Units identified by DTC participants as of the day preceding the date of this Offer to Purchase. There will be no fixed record date for determining registered holders of Series A Preferred Units entitled to participate in the Tender Offer.

2. Purpose of the Tender Offer; Certain Effects of the Tender Offer

Purpose of the Tender Offer

We are making the Tender Offer in connection with our strategic plan to enhance our financial flexibility and enhance the value of the Common Units. The Partnership believes that the Tender Offer would be beneficial to the Partnership for the following reasons:

- Successful completion of the Tender Offer would reduce the amount of distributions on Series A Preferred Units that we would be required to pay (currently \$20.3 million in the aggregate), including the accumulated but unpaid distribution of \$11.3 million for the six-month period ended June 15, 2020, before we would be able to make any distributions on the Common Units, which we believe will increase our ability to resume distributions on our Common Units in the future and consequently their market value and our ability to raise capital.
- Successful completion of the Tender Offer would reduce the Series A Preferred Units' \$125 million liquidation preference.

While we believe the Tender Offer offers benefits to the Partnership and the holders of Series A Preferred Units, the Tender Offer is not equally suitable for all holders of Series A Preferred Units, and the decision as to whether to tender Series A Preferred Units in the Tender Offer will not be the same for all holders.

None of the Partnership, the General Partner, its Board of Directors, officers or employees, or the Tender and Information Agent makes any recommendation as to whether you should tender any Series A Preferred Units or refrain from tendering Series A Preferred Units in the Tender Offer. Accordingly, you must make your own decision as to whether to tender Series A Preferred Units in the Tender Offer and, if so, the number of Series A Preferred Units to tender. Participation in the Tender Offer is voluntary, and you should carefully consider whether to participate before you make your decision. We urge you to carefully read this Offer to Purchase in its entirety, including the information incorporated by reference herein, and the Letter of Transmittal. We also urge you to consult your own financial and tax advisors in making your own decisions on what action, if any, to take in light of your own particular circumstances.

Certain Effects of the Tender Offer. Holders that tender Series A Preferred Units that are accepted for purchase will forfeit any claim to all accumulated and unpaid distributions on their Series A Preferred Units, regardless of when accumulated, whether before or after the date hereof and including any interest that may accumulate through the settlement date for the Tender Offer.

Any Series A Preferred Units that are accepted for purchase in the Tender Offer will be cancelled. Series A Preferred Units tendered but not accepted because they were not validly tendered shall remain outstanding upon completion of the Tender Offer. If any tendered Series A Preferred Units are not accepted for purchase and payment because of an invalid tender, the occurrence of other events set forth in this Offer to Purchase or otherwise, all unaccepted Series A Preferred Units will be returned, without expense, to the tendering holder promptly after the expiration of the Tender Offer.

Our obligations to accept Series A Preferred Units tendered pursuant to the Tender Offer is limited by the conditions listed in Section 6. We currently expect that each of the conditions will be satisfied and that no waivers will be necessary.

Holders who tender Series A Preferred Units in the Tender Offer will not be required to pay brokerage commissions or fees to the Tender and Information Agent or us. If your Series A Preferred Units are held through a broker or other nominee who tenders the Series A Preferred Units on your behalf, your broker or nominee may charge you a commission for doing so. Additionally, subject to the instructions in the Letter of Transmittal, holders who tender Series A Preferred Units in the Tender Offer will not be required to pay transfer taxes with respect to the tender of Series A Preferred Units. It is important that you read Sections 13 and 15 below for more details regarding fees and expenses and transfer taxes relating to the Tender Offer.

We intend to conduct the Tender Offer in accordance with the applicable requirements of the Securities Act, the Exchange Act and the rules and regulations of the SEC. Series A Preferred Units that are not purchased in the Tender Offer will remain outstanding. Holders of Series A Preferred Units do not have any appraisal or dissenters' rights under such instruments or otherwise in connection with the Tender Offer.

By tendering your Series A Preferred Units, you will lose your right to receive semi-annual distributions in respect of the Series A Preferred Units, including previously accumulated distributions, when, if and as declared by our General Partner, after the completion of the Tender Offer.

Series A Preferred Units that are not tendered in the Tender Offer will remain outstanding and continue to be entitled to the rights and benefits holders have under the Delaware Revised Uniform Limited Partnership Act and our Fourth Amended and Restated Agreement of Limited Partnership, dated May 28, 2020. The rights and obligations under the Series A Preferred Units will not change as a result of the Tender Offer.

If a sufficiently large number of Series A Preferred Units do not remain outstanding after the Tender Offer, the trading market for the remaining outstanding Series A Preferred Units may be less liquid and more sporadic, and market prices may fluctuate significantly depending on the volume of trading of the Series A Preferred Units.

3. Procedures for Tendering Series A Preferred Units; The Depository Trust Company Book-Entry Transfer Procedures

All of the Series A Preferred Units are held in book-entry form through the facilities of DTC in New York City. Consequently, if you desire to tender your Series A Preferred Units in the Tender Offer, you must tender through DTC's ATOP, for which the Tender Offer will be eligible, and follow the procedures for book-entry transfer described below. By using the ATOP procedures to exchange Series A Preferred Units, you will not be required to deliver a Letter of Transmittal to the Tender and Information Agent. However, you will be bound by the terms of the Letter of Transmittal just as if you had signed it.

In accordance with ATOP, DTC will send an Agent's Message to the Tender and Information Agent, which, in turn, will confirm its receipt of the book-entry transfer. Alternatively, you may also confirm your acceptance of the Tender Offer by delivering to the Tender and Information Agent a duly executed Letter of Transmittal. A tender will be deemed to have been received only when the Tender Agent receives (i) either a duly completed Agent's Message through the facilities of DTC at the Tender and Information Agent's DTC account or a properly completed Letter of Transmittal, and (ii) confirmation of book-entry transfer of the Series A Preferred Units into the Tender Agent's applicable DTC account. You must allow sufficient time for completion of the ATOP procedures during the normal business hours of DTC to tender your Series A Preferred Units.

Holders holding Series A Preferred Units in a brokerage account or otherwise through a broker, dealer, commercial bank, trust company or other nominee, must contact their broker, dealer, commercial bank, trust company or other nominee in order to tender their units. Holders who hold Series A Preferred Units through nominee holders are urged to consult their nominees to determine whether any charges may apply if holders tender Series A Preferred Units through such nominees and not directly to the Tender and Information Agent.

Odd Lot Holders must tender all of their Series A Preferred Units and also complete the section entitled "Odd Lots" in the Letter of Transmittal if they wish to qualify for the preferential treatment available to Odd Lot Holders as described in Section 1.

Signature Guarantees and Method of Delivery. Except as otherwise provided below, all signatures on a Letter of Transmittal must be guaranteed by an Eligible Institution (as defined below). No signature guarantee is required if:

- the Letter of Transmittal is signed by the registered holder of the Series A Preferred Units tendered and the holder has not completed the box entitled "Special Payment and Delivery Instructions" in the Letter of Transmittal; or

- Series A Preferred Units are tendered for the account of a broker, dealer, commercial bank, credit union, savings association or other entity which is a member in good standing of the Securities Transfer Agents Medallion Program or a broker, dealer, commercial bank, credit union, savings association or other entity that is also an “eligible guarantor institution,” as the term is defined in Rule 17Ad-15 under the Exchange Act (each of the foregoing constituting an “Eligible Institution”).

There are no guaranteed delivery procedures available with respect to the Tender Offer under the terms of this Offer to Purchase or any related materials. Holders must tender their Securities in accordance with the procedures set forth in this section.

In all cases, payment for units tendered and accepted for payment pursuant to the Tender Offer will be made only after timely receipt by the Tender and Information Agent of confirmation of the book-entry transfer of the Series A Preferred Units into the Tender and Information Agent’s account at DTC, as described below, a validly completed and duly executed Letter of Transmittal, including any required signature guarantees, or an Agent’s Message in the case of a book-entry transfer, and any other documents required by the Letter of Transmittal.

The method of delivery of all documents, including the Letter of Transmittal and any other required documents, including delivery through DTC, is at the sole election and risk of the tendering holder. Series A Preferred Units will be deemed delivered only when actually received by the Tender and Information Agent (including, in the case of a book-entry transfer, by book-entry confirmation). If delivery is by mail, then registered mail with return receipt requested, validly insured, is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

All deliveries made in connection with the Tender Offer, including a Letter of Transmittal, must be made to the Tender and Information Agent and not to us or DTC. Any documents delivered to us or DTC will not be forwarded to the Tender and Information Agent and therefore will not be deemed to be validly tendered.

Book-Entry Delivery. The Tender and Information Agent will establish an account with respect to the Series A Preferred Units for purposes of the Tender Offer at DTC within two business days after the date of this Offer to Purchase, and any financial institution that is a participant in DTC’s system may make book-entry delivery of the units by causing DTC to transfer those units into the Tender and Information Agent’s account in accordance with DTC’s procedures for that transfer. Although delivery of Series A Preferred Units may be effected through a book-entry transfer into the Tender and Information Agent’s account at DTC, either a validly completed and duly executed Letter of Transmittal, with any required signature guarantees, or an Agent’s Message, and any other required documents must, in any case, be transmitted to, and received by, the Tender and Information Agent at its address set forth on the back cover page of this Offer to Purchase prior to the Expiration Date.

The confirmation of a book-entry transfer of units into the Tender and Information Agent’s account at DTC is referred to in this Offer to Purchase as a “**book-entry confirmation.**” **Delivery of documents to DTC in accordance with DTC’s procedures will not constitute delivery to the Tender and Information Agent.**

The term “**Agent’s Message**” means a message transmitted by DTC to, and received by, the Tender and Information Agent and forming a part of a book-entry confirmation, which states that DTC has received an express acknowledgement from the participant tendering units through DTC that such participant has received, and agrees to be bound by, the terms of the Letter of Transmittal and that the Partnership may enforce such agreement against that participant.

We shall be deemed to have accepted for purchase validly tendered Series A Preferred Units when we have given oral or written notice of the acceptance to the Tender and Information Agent. The Tender and Information Agent will act as agent for the holders of Series A Preferred Units who tender their units in the Tender Offer for the purposes of receiving the consideration from us and delivering the consideration to the tendering holders. We

expressly reserve the right to amend or terminate the Tender Offer, and not to accept for payment any Series A Preferred Units not previously accepted for payment, upon the occurrence of any of the conditions specified below under Section 6.

Appraisal Rights. You will have no appraisal rights in connection with the Tender Offer.

U.S. Federal Income Tax Withholding. In order to avoid withholding taxes on the Tender Offer, each holder of Series A Preferred Units that participates in the Tender Offer will need to provide an IRS Form W-9 and/or certain other tax forms to the extent such holder has not previously submitted an IRS Form W-9 that is still valid, as set forth in Section 13 below and in the instructions to the Form of Letter of Transmittal.

Holders of our Series A Preferred Units that are not U.S. holders (as defined in Section 13 below) or certain other U.S. persons may be subject to taxation and withholding tax under the Foreign Investment in Real Property Tax Act (“**FIRPTA**”) and Code Section 1446 in connection with the Tender Offer and may be required to complete certain reporting and disclosure requirements under the applicable Treasury Regulations in order to mitigate or avoid such current taxation and withholding tax. Holders of our Series A Preferred Units that are not U.S. holders are urged to consult their tax advisors regarding the application of FIRPTA and Code Section 1446 to their participation in the Tender Offer.

Determination of Validity; Rejection of Series A Preferred Units; Waiver of Defects; No Obligation to Give Notice of Defects. All questions as to the number of Series A Preferred Units to be accepted, the Per Unit Purchase Price to be paid for Series A Preferred Units to be accepted and the validity, form, eligibility, including time of receipt, and acceptance for payment of any tender of Series A Preferred Units will be determined by the Partnership, in its sole discretion and will be final and binding on all parties absent a finding to the contrary by a court of competent jurisdiction. The Partnership reserves the absolute right to reject any or all tenders of any Series A Preferred Units that it determines are not in proper form or the acceptance for payment of or payment for which it determines may be unlawful. The Partnership also reserves the absolute right to waive any of the conditions of the Tender Offer prior to the Expiration Date with respect to all tendered Series A Preferred Units. The Partnership also reserves the absolute right to waive any defect or irregularity in any tender with respect to any particular Series A Preferred Units, whether or not the Partnership waives similar defects or irregularities in the case of any other holder. No tender of Series A Preferred Units will be deemed to have been validly made until all defects or irregularities have been cured by the tendering holder or waived by the Partnership. The Partnership will not be liable for failure to waive any condition of the Tender Offer, or any defect or irregularity in any tender of Series A Preferred Units. None of the Partnership, the Tender and Information Agent or any other person will be obligated to give notice of any defects or irregularities in tenders, nor will any of them incur any liability for failure to give any such notice.

Tendering Holder’s Representation and Warranty; Our Acceptance Constitutes an Agreement. It is a violation of Rule 14e-4 promulgated under the Exchange Act for a person acting alone or in concert with others, directly or indirectly, to tender Series A Preferred Units for such person’s own account unless, at the time of tender and at the end of the proration period or period during which Series A Preferred Units are accepted by lot, such person has a “net long position” (i.e., more units held in long positions than in short positions) in (1) a number of Series A Preferred Units that is equal to or greater than the amount tendered and will deliver or cause to be delivered such Series A Preferred Units for the purpose of tendering to us within the period specified in the Tender Offer or (2) other securities immediately convertible into, exercisable for or exchangeable into a number of Series A Preferred Units (“**Equivalent Securities**”) that are equal to or greater than the number of Series A Preferred Units tendered and, upon the acceptance of such tender, will acquire such Series A Preferred Units by conversion, exchange, or exercise of such Equivalent Securities and will deliver or cause to be delivered such Series A Preferred Units so acquired for the purpose of tendering to us within the period specified in the Tender Offer. Rule 14e-4 also provides a similar restriction applicable to the tender or guarantee of a tender on behalf of another person. A tender of Series A Preferred Units made pursuant to any method of delivery set forth herein will constitute the tendering holder’s acceptance of the terms and conditions of the Tender Offer, as well as the

tendering holder's representation and warranty to us that (i) such holder has a "net long position" in a number of Series A Preferred Units or Equivalent Securities at least equal to the Series A Preferred Units being tendered within the meaning of Rule 14e-4 and (ii) such tender of Series A Preferred Units complies with Rule 14e-4. Our acceptance for payment of Series A Preferred Units tendered in the Tender Offer will constitute a binding agreement between the tendering holder and us upon the terms and subject to the conditions of the Tender Offer, which agreement will be governed by, and construed in accordance with, the laws of the State of New York.

If you need help in tendering your Series A Preferred Units, please contact the Tender and Information Agent, whose address and telephone number is listed on the back cover page of this Offer to Purchase.

4. Withdrawal Rights

You may withdraw your tender of Series A Preferred Units at any time before the Expiration Date. In addition, if not previously returned, you may withdraw Series A Preferred Units that you tender that are not accepted by us for purchase after expiration of 40 business days from the commencement of the Tender Offer. For a withdrawal of units tendered through ATOP to be effective, the Tender and Information Agent must receive a computer-generated notice of withdrawal, transmitted by DTC on behalf of the holder in accordance with the standard operating procedure of DTC, or a written notice of withdrawal, sent by facsimile transmission, receipt confirmed by telephone, or letter, before the expiration of the Tender Offer. Any notice of withdrawal must:

- specify the name of the person that tendered the Series A Preferred Units to be withdrawn;
- identify the Series A Preferred Units to be withdrawn;
- specify the number of Series A Preferred Units to be withdrawn;
- include a statement that the holder is withdrawing its election to have the Series A Preferred Units tendered;
- be signed by the holder in the same manner as the original signature on the Letter of Transmittal by which the Series A Preferred Units were tendered, including any required signature guarantees, or be accompanied by documents of transfer sufficient to have the Tender and Information Agent register the transfer of such Series A Preferred Units into the name of the person withdrawing the tender; and
- specify the name in which any Series A Preferred Units are to be registered, if different from that of the person that tendered the Series A Preferred Units.

Any notice of withdrawal of units tendered through ATOP must specify the name and number of the account at DTC to be credited with the withdrawn Series A Preferred Units or otherwise comply with DTC's procedures.

Any Series A Preferred Units withdrawn will not have been validly tendered for purchase for purposes of the Tender Offer. Any Series A Preferred Units that have been tendered for purchase through ATOP but which are not tendered for any reason will be credited to an account with DTC specified by the holder, promptly after withdrawal, rejection of tender or termination of the Tender Offer. Properly withdrawn Series A Preferred Units may be re-tendered by following one of the procedures described under Section 3 above at any time on or before the applicable Expiration Date.

5. Purchase of Units and Payment of Per Unit Purchase Price

Upon the terms and subject to the conditions of the Tender Offer, promptly following the Expiration Date, we will accept for payment the maximum number of validly tendered and not properly withdrawn Series A Preferred Units that does not result in our purchasing of Series A Preferred Units in excess of the Maximum Aggregate Purchase Price and pay the Per Unit Purchase Price for units that are validly tendered not properly withdrawn prior to the Expiration Date. For purposes of the Tender Offer, we will be deemed to have accepted for payment, subject to the "odd lot" priority and proration provisions of the Tender Offer, units that are validly tendered and not properly withdrawn, only when, as and if we give oral or written notice to the Tender and Information Agent of our acceptance of the units for payment pursuant to the Tender Offer.

Upon the terms and subject to the conditions of the Tender Offer, we will accept for payment and pay the Per Unit Purchase Price per Series A Preferred Unit for all of the units accepted for payment pursuant to the Tender Offer promptly after the Expiration Date. In all cases, payment for units tendered and accepted for payment pursuant to the Tender Offer will be made promptly, taking into account any time necessary to determine any proration, but only after timely receipt by the Tender and Information Agent of (1) a timely book-entry confirmation of the deposit of units into the Tender and Information Agent's account at DTC, (2) a validly completed and duly executed Letter of Transmittal, including any required signature guarantees, or in the base of a book-entry transfer, an Agent's Message, and (3) any other required documents.

We will pay for units purchased pursuant to the Tender Offer by depositing the aggregate purchase price for the units with the Tender and Information Agent, which will act as agent for tendering holders for the purpose of receiving payment from us and transmitting payment to the tendering holders.

In the event of proration, we will determine the proration factor and pay for those tendered units accepted for payment promptly after the Expiration Date. However, we do not expect to be able to announce the final results of any proration or commence payment for any units purchased pursuant to the Tender Offer until up to five business days after the Expiration Date. Units tendered by book-entry transfer not purchased due to proration will be credited to the account maintained with DTC by the participant who delivered the units, to the tendering holder at our expense promptly after the Expiration Date or termination of the Tender Offer.

Under no circumstances will we pay interest on the Per Unit Purchase Price, even if there is any delay in making payment. In addition, if certain events occur prior to the Expiration Date, we may not be obligated to purchase units pursuant to the Tender Offer. See Section 6.

We will pay all unit transfer taxes, if any, payable on the transfer to us of units purchased pursuant to the Tender Offer. If, however, payment of the Per Unit Purchase Price is to be made to, or (in the circumstances permitted by the Tender Offer) if unpurchased units are to be registered in the name of, any person other than the registered holder, or if tendered certificates are registered in the name of any person other than the person signing the Letter of Transmittal, the amount of all unit transfer taxes, if any (whether imposed on the registered holder or the other person), payable on account of the transfer to the person, will be deducted from the Per Unit Purchase Price unless satisfactory evidence of the payment of the unit transfer taxes, or exemption from payment of the unit transfer taxes, is submitted to the Tender and Information Agent.

The Per Unit Purchase Price does not include accrued distributions. Unpaid distributions on the Series A Preferred Units will continue to accrue for holders who do not tender their Series A Preferred Units pursuant to the Tender Offer.

6. Conditions to the Tender Offer

Notwithstanding any other provision of this Offer to Purchase to the contrary, we will not be required to accept for purchase Series A Preferred Units tendered pursuant to the Tender Offer and may terminate or amend the Tender Offer if any condition to the Tender Offer is not satisfied. We may also, subject to Rule 14e-1 under the Exchange Act, which requires that an offeror pay the consideration offered or return the securities deposited by or on behalf of the holders thereof promptly after the termination or withdrawal of a tender offer, postpone the acceptance for purchase of Series A Preferred Units validly tendered (and not properly withdrawn) prior to the Expiration Date, if any one of the following conditions has occurred, and the occurrence thereof has not been waived by us:

- holders of at least 75,000 Series A Preferred Units have not validly tendered their Series A Preferred Units prior to the Expiration Date (the "**Minimum Tender Condition**");
- there shall have been instituted, threatened in writing or be pending any action or proceeding before or by any court, governmental, regulatory or administrative agency or instrumentality, or by any other

person, in connection with the Tender Offer, that is, or is reasonably likely to be, in our reasonable judgment, materially adverse to our business, operations, properties, condition, assets, liabilities or prospects, or which would or might, in our reasonable judgment, prohibit, prevent, restrict or delay consummation of the Tender Offer or materially impair the contemplated benefits to us (as set forth under Section 2) of the Tender Offer;

- an order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in our reasonable judgment, would or would be reasonably likely to prohibit, prevent, restrict or delay consummation of the Tender Offer or materially impair the contemplated benefits to us of the Tender Offer, or that is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition, assets, liabilities or prospects;
- there shall have occurred or be reasonably likely to occur any material adverse change to our business, operations, properties, condition, assets, liabilities, prospects or financial affairs; or
- there shall have occurred:
 - any general suspension of, or limitation on prices for, trading in securities in U.S. securities or financial markets;
 - a declaration of a banking moratorium or any suspension of payments in respect to banks in the United States;
 - any limitation (whether or not mandatory) by any government or governmental, regulatory or administrative authority, agency or instrumentality, domestic or foreign, or other event that, in our reasonable judgment, would or would be reasonably likely to affect the extension of credit by banks or other lending institutions; or
 - a natural disaster or the commencement or material worsening of a war, armed hostilities, act of terrorism or other international or national calamity directly or indirectly involving the United States which, in our reasonable judgment, diminishes general economic activity to a degree sufficient to materially reduce demand for natural gas and oil consumption.

We expressly reserve the right to amend or terminate the Tender Offer and to reject for purchase any Series A Preferred Units not previously accepted for purchase, upon the occurrence of any of the conditions to the Tender Offer specified above. In addition, we expressly reserve the right, at any time or at various times, to waive certain of the conditions to the Tender Offer, in whole or in part. We will give oral or written notice (with any oral notice to be promptly confirmed in writing) of any amendment, non-acceptance, termination or waiver to the Tender and Information Agent as promptly as practicable, followed by a timely press release to the extent required by law.

These conditions are for our sole benefit, and we may assert them or waive them in whole or in part in our sole discretion. If we fail at any time to exercise any of the foregoing rights, this failure will not constitute a waiver of such right. Each such right will be deemed an ongoing right that we may assert at any time or at various times with respect to the Tender Offer prior to its expiration.

All conditions to the Tender Offer must be satisfied or waived prior to the expiration of the Tender Offer.

7. Price Range of Series A Preferred Units; Distributions

Our Series A Preferred Units are not traded on any exchange but are instead traded on the OTC with the CUSIP number 866142AA0. As of November 9, 2020, there were approximately 35 holders of record of our Series A Preferred Units.

The following table sets forth, for the periods indicated, the range of the high and low closing sales prices of our Series A Preferred Units on the OTC. The price quotations are reported by Bloomberg or by other sources.

	<u>High</u>	<u>Low</u>
2020		
Third Quarter	\$ 155	\$ 132
Second Quarter	184	16
First Quarter	547	15
2019		
Fourth Quarter	\$ 720	\$ 501
Third Quarter	907	706
Second Quarter	947	906
First Quarter	950	929
2018		
Fourth Quarter	\$ 997	\$ 931
Third Quarter	1,006	986
Second Quarter	1,021	987
First Quarter	1,045	1,012

The following table sets forth, for the periods indicated, the distributions paid on our Series A Preferred Units.

Quarter Ended:	Amount of Cash Distributions <small>(amount in thousands)</small>	Cash Distributions Paid Per Series A Preferred Unit
September 30, 2020	\$ —	\$ —
June 30, 2020	\$ —	\$ —
March 31, 2020	\$ —	\$ —
December 31, 2019	\$ 14,250	\$ 47.5
September 30, 2019	\$ —	\$ —
June 30, 2019	\$ 14,250	\$ 47.5
March 31, 2019	\$ —	\$ —
December 31, 2018	\$ 14,250	\$ 47.5
September 30, 2018	\$ —	\$ —
June 30, 2018	\$ 14,250	\$ 47.5

On May 3, 2020, we announced the suspension of distributions payable on both our Common Units and our Series A Preferred Units. We did not make a distribution on our Common Units with respect to the second or third quarter of 2020, nor did we make a distribution on our Series A Preferred Units on June 15, 2020. Unpaid distributions on the Series A Preferred Units will continue to accrue for holders who do not tender their Series A Preferred Units pursuant to the Tender Offer.

8. Source and Amount of Funds

The Tender Offer is not subject to any financing condition. Assuming the Tender Offer is fully subscribed, we expect the aggregate purchase price for the Series A Preferred Units to be approximately \$25,000,000.00. We plan to fund any purchase of Series A Preferred Units pursuant to the Tender Offer, including the related fees and expenses, using cash flow generated from operations.

9. Certain Information Concerning the Partnership

We are a value-oriented limited partnership focused on developing, owning and operating midstream energy infrastructure assets that are strategically located in unconventional resource basins, primarily shale formations, in the continental United States.

Our principal executive offices are located at 910 Louisiana Street, Suite 4200, Houston, Texas 77002, and our phone number is (832) 413-4770.

Available Information. We file annual, quarterly, current and other reports with the SEC under the Exchange Act (File No. 001-35666). The SEC maintains an Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC through the SEC's website, <http://www.sec.gov>. You can also obtain information about us at the offices of the NYSE, 20 Broad Street, New York, New York 10005.

Our internet address is www.summitmidstream.com. Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and all amendments and exhibits to those reports as well as our other filings with the SEC are available, free of charge, through our website, as soon as reasonably practicable after those reports or filings are electronically filed with, or furnished to, the SEC. Information on our website or any other website is not incorporated by reference into this Offer to Purchase and you should not consider information contained on our website as part of this Offer to Purchase.

Incorporation by Reference. We "incorporate by reference" information into this Offer to Purchase, which means that we disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this Offer to Purchase, except for any information superseded by information contained expressly in this Offer to Purchase. You should not assume that the information in this Offer to Purchase is current as of the date other than the date on the cover page of this Offer to Purchase.

We incorporate by reference in this Offer to Purchase the documents listed below (excluding information deemed to be furnished and not filed with the SEC):

- Our Annual Report on Form 10-K for the year ended December 31, 2019, as filed with the SEC on [March 9, 2020](#), as subsequently amended by our Current Report on Form 8-K, as filed with the SEC on [August 7, 2020](#);
- Our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2020, June 30, 2020 and September 30, 2020, as filed with the SEC on [May 8, 2020](#), [August 7, 2020](#) and [November 6, 2020](#), respectively; and
- Our Current Reports on Form 8-K as filed with the SEC on [February 25, 2020](#), [March 20, 2020](#), [April 1, 2020](#), [April 16, 2020](#), [May 5, 2020](#), [June 2, 2020](#), [June 4, 2020](#), [July 14, 2020](#), [July 24, 2020](#), [August 3, 2020](#), [August 7, 2020](#), [September 9, 2020](#), [September 30, 2020](#), [October 23, 2020](#) and [November 10, 2020](#) (excluding any information furnished pursuant to Item 2.02 or Item 7.01 of any such Current Report on Form 8-K).

The information incorporated by reference is an important part of this Offer to Purchase.

On November 9, 2020 the Partnership effected its previously announced 1-for-15 reverse unit split (the "**Reverse Unit Split**") on its common units representing limited partner interests in the Partnership. The Partnership's earnings per unit disclosures, included in the financial statements incorporated by reference into this Offer to Purchase, have been updated below to give effect to the Reverse Unit Split.

AS ADJUSTED FOR ONE-FOR-FIFTEEN REVERSE UNIT SPLIT:

	Year ended December 31,			
	2019	2018	2017	
	(In thousands, except per-unit amounts)			
Numerator for basic and diluted EPU:				
Allocation of net (loss) income among limited partner interests:				
Net (loss) income attributable to limited partners	\$ (184,451)	\$ 31,546	\$ (183,411)	
Less net income attributable to Series A Preferred Units	28,500	28,500	3,563	
Less net income attributable to Subsidiary Series A Preferred Units	58	—	—	
Net (loss) income attributable to common limited partners	<u>\$ (213,009)</u>	<u>\$ 3,046</u>	<u>\$ (186,974)</u>	
Denominator for basic and diluted EPU:				
Weighted-average common units outstanding — basic	3,021	3,021	3,021	
Effect of nonvested phantom units	—	21	—	
Weighted-average common units outstanding — diluted	<u>3,021</u>	<u>3,042</u>	<u>3,021</u>	
(Loss) earnings per limited partner unit:				
Common unit — basic	\$ (70.51)	\$ 1.01	\$ (61.89)	
Common unit — diluted	\$ (70.51)	\$ 1.00	\$ (61.89)	
Nonvested anti-dilutive phantom units excluded from the calculation of diluted EPU	12	1	3	
			Three months ended September 30,	Nine months ended September 30,
			2019	2020
			2019	
			(In thousands, except per-unit amounts)	
Numerator for basic and diluted EPU:				
Allocation of net income (loss) among limited partner interests:				
Net income (loss) attributable to limited partners	\$25,629	\$ (789)	\$ 89,386	\$ (11,130)
Less:				
Net income attributable to Series A Preferred Units	6,481	7,125	20,731	21,375
Net income attributable to Subsidiary Series A Preferred Units	7,298	—	9,640	—
Add:				
Deemed capital contribution from July 2020 Series A Preferred Unit exchange	54,945	—	54,945	—
Net income (loss) attributable to common limited partners	<u>\$66,795</u>	<u>\$ (7,914)</u>	<u>\$113,960</u>	<u>\$ (32,505)</u>
Denominator for basic and diluted EPU:				
Weighted-average common units outstanding — basic	3,465	3,021	3,155	3,021
Effect of nonvested phantom units	112	—	97	—
Weighted-average common units outstanding — diluted	<u>3,577</u>	<u>3,021</u>	<u>3,252</u>	<u>3,021</u>
Income (Loss) per limited partner unit:				
Common unit — basic	\$ 19.28	\$ (2.62)	\$ 36.12	\$ (10.76)
Common unit — diluted	\$ 18.67	\$ (2.62)	\$ 35.04	\$ (10.76)
Nonvested anti-dilutive phantom units excluded from the calculation of diluted EPU	269	12	224	5

	Three months ended June 30,		Six months ended June 30,	
	2020	2019	2020	2019
(In thousands, except per-unit amounts)				
Numerator for basic and diluted EPU:				
Allocation of net income (loss) among limited partner interests:				
Net income (loss) attributable to limited partners	\$58,114	\$ 4,369	\$63,757	\$ (10,341)
Less net income attributable to Series A Preferred Units	7,125	7,125	14,250	14,250
Less net income attributable to Subsidiary Series A Preferred Units	1,397	—	2,342	—
Net income (loss) attributable to common limited partners	<u>\$49,592</u>	<u>\$ (2,756)</u>	<u>\$47,165</u>	<u>\$ (24,591)</u>
Denominator for basic and diluted EPU:				
Weighted-average common units outstanding — basic	2,977	3,021	2,999	3,021
Effect of nonvested phantom units	139	—	89	—
Weighted-average common units outstanding — diluted	<u>3,116</u>	<u>3,021</u>	<u>3,088</u>	<u>3,021</u>
Income (Loss) per limited partner unit:				
Common unit — basic	\$ 16.66	\$ (0.91)	\$ 15.73	\$ (8.14)
Common unit — diluted	\$ 15.92	\$ (0.91)	\$ 15.27	\$ (8.14)
Nonvested anti-dilutive phantom units excluded from the calculation of diluted EPU	276	—	201	1

	Three months ended March 31,	
	2020	2019
(In thousands, except per-unit amounts)		
Numerator for basic and diluted EPU:		
Allocation of net income (loss) among limited partner interests:		
Net income (loss) attributable to limited partners	\$ 5,643	\$ (14,710)
Less net income attributable to Series A Preferred Units	7,125	7,125
Less net income attributable to Subsidiary Series A Preferred Units	945	—
Net income (loss) attributable to common limited partners	<u>\$(2,427)</u>	<u>\$(21,835)</u>
Denominator for basic and diluted EPU:		
Weighted-average common units outstanding — basic	3,021	3,021
Effect of nonvested phantom units	—	—
Weighted-average common units outstanding — diluted	<u>3,021</u>	<u>3,021</u>
Income (Loss) per limited partner unit:		
Common unit — basic	\$ (0.80)	\$ (7.23)
Common unit — diluted	\$ (0.80)	\$ (7.23)
Nonvested anti-dilutive phantom units excluded from the calculation of diluted EPU	126	2

Documents we file (but not documents or information deemed to have been furnished and not filed in accordance with the SEC's rules) with the SEC under Section 13(e), 13(c), 14 or 15(d) of the Exchange Act after the date of this Offer to Purchase will be incorporated by reference in this Offer to Purchase only upon our filing of a subsequent amendment to the Schedule TO (described below).

Any statement contained in a document incorporated by reference herein shall be deemed to be modified or superseded for all purposes to the extent that a statement contained in this Offer to Purchase, this Letter of Transmittal or in any other subsequently filed document which is also incorporated or deemed to be incorporated

by reference, modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offer to Purchase.

You may request a copy of any document incorporated by reference in this Offer to Purchase and any exhibit specifically incorporated by reference in those documents, at no cost, by writing or telephoning us at the following address or phone number:

Summit Midstream Partners, LP
910 Louisiana Street, Suite 4200
Houston, Texas 77002
Attention: James D. Johnston
Executive Vice President, General Counsel and
Chief Compliance Officer
Telephone: (832) 413-4770

Pursuant to Rule 13e-4 promulgated under the Exchange Act, we have filed a Schedule TO, which contains additional information with respect to the Tender Offer. The Schedule TO, including the exhibits and any amendments and supplements to that document, may be examined, and copies may be obtained, at the same places and in the same manner set forth above. We will amend the Schedule TO to report any material changes in the terms of the Tender Offer and to report the final results of the Tender Offer as required by Exchange Act Rules 13e-4(c)(3) and 13e-4(c)(4).

10. Interests of Directors and Executive Officers

To our knowledge, none of our directors or executive officers of our General Partner beneficially own any Series A Preferred Units.

11. Effects of the Tender Offers on the Market for the Series A Preferred Units

Any Series A Preferred Units that are accepted for purchase in the Tender Offer will be cancelled.

If the number of Series A Preferred Units that remain outstanding after the Tender Offer is significantly reduced, the trading market for the remaining Series A Preferred Units may be less liquid and more sporadic, and market prices may fluctuate significantly depending on the volume of trading of such units. The extent of the market for the Series A Preferred Units following the consummation of the Tender Offer will depend upon, among other things, the number of outstanding Series A Preferred Units at such time, the number of holders of Series A Preferred Units remaining at such time and the interest in maintaining a market in such Series A Preferred Units on the part of securities firms.

12. Legal Matters; Regulatory Approvals

Except as described in this Offer to Purchase, we are not aware of any license or regulatory permit that appears to be material to our business that might be adversely affected by our acquisition of units as contemplated by the Tender Offer or of any approval or other action by any government or governmental, administrative or regulatory authority or agency, domestic or foreign, that would be required for our acquisition or ownership of units as contemplated by the Tender Offer.

Our obligation to accept for payment and pay for units under the Tender Offer is subject to various conditions. See Section 6.

13. Material U.S. Federal Income Tax Consequences

The following is a discussion of the material U.S. federal income tax consequences of the Tender Offer that may be relevant to holders of our Series A Preferred Units that are U.S. holders (as defined below). This discussion is

based upon current provisions of the Internal Revenue Code of 1986, as amended (the “Code”), existing and proposed Treasury regulations promulgated under the Code (the “Treasury Regulations”), current administrative rulings of the IRS and court decisions, all of which are subject to change and differing interpretation, possibly with retroactive effect. Any such change or interpretation may cause the tax consequences to vary substantially from the consequences described below. The Partnership has not sought a ruling from the IRS or an opinion of counsel with respect to any of the tax consequences discussed below, and the IRS will not be precluded from taking positions contrary to those described herein. As a result, no assurance can be given that the IRS will agree with all of the tax characterizations and the tax consequences described below. Some tax aspects of the Tender Offer are not certain, and no assurance can be given that the tax characterizations and consequences set forth in this discussion would be sustained by a court if contested by the IRS. Furthermore, the tax treatment of the Tender Offer may be significantly modified by future legislative or administrative changes or court decisions. Any modifications may or may not be retroactively applied.

This discussion does not purport to be a complete discussion of all U.S. federal income tax consequences of the Tender Offer that may be relevant to specific holders in light of their particular circumstances. This discussion is limited to beneficial owners of Series A Preferred Units who are individual citizens or residents of the United States for U.S. federal income tax purposes (“U.S. holders”), who receive cash pursuant to the Tender Offer, whose functional currency is the U.S. dollar and who hold their units as capital assets within the meaning of Section 1221 of the Code (generally, property held for investment) at the time of the Tender Offer. This discussion does not apply to other persons, including corporations, partnerships (or entities or arrangements treated as corporations or partnerships for U.S. federal income tax purposes), estates or trusts, nonresident aliens or other individuals that are not U.S. holders, U.S. expatriates and former citizens or long-term residents of the United States or other unitholders who are subject to special rules under the U.S. federal income tax laws, including, without limitation, banks, insurance companies and other financial institutions, tax-exempt organizations, foreign persons (including, without limitation, controlled foreign corporations, passive foreign investment companies and non-U.S. persons whether or not eligible for the benefits of an applicable income tax treaty with the United States), individual retirement accounts, or IRAs, holders liable for the alternative minimum tax, real estate investment trusts, or REITs, employee benefit plans, mutual funds, dealers in securities, traders in securities, persons who hold Series A Preferred Units as part of a “hedge,” “straddle” or “conversion transaction” or other integrated or risk reduction transaction, persons deemed to sell their units under the constructive sale provisions of the Code, persons who acquired Series A Preferred Units by gift, or persons that received (or are deemed to receive) Series A Preferred Units as compensation.

Each holder of Series A Preferred Units is encouraged to consult such unitholder’s own tax advisor to determine the particular U.S. federal, state, local and foreign tax consequences of the Tender Offer to such unitholder.

Tax Treatment of the Partnership

Section 7704 of the Code provides that publicly traded limited partnerships will, as a general rule, be taxed as corporations. However, an exception, referred to as the “**Qualifying Income Exception**,” exists with respect to publicly traded limited partnerships of which 90% or more of the gross income for every taxable year consists of “qualifying income.” Qualifying income includes income and gains derived from the transportation, processing, storage and marketing of crude oil, natural gas and refined products thereof. Other types of qualifying income include interest (other than from a financial business), dividends, gains from the sale of real property and gains from the sale or other disposition of capital assets held for the production of income that otherwise constitutes qualifying income. We expect to be treated as a partnership for federal income tax purposes under the Qualifying Income Exception. The remainder of this discussion assumes that we will be treated as a partnership for U.S. federal income tax purposes.

Tax Character of Series A Preferred Units

The tax treatment of our Series A Preferred Units is uncertain because there is no direct controlling authority with respect to interests such as the Series A Preferred Units. Although the IRS may disagree with this treatment,

we have treated, and will treat, our Series A Preferred Units as partnership interests and the holders of our Series A Preferred Units as partners. If the Series A Preferred Units are not partnership interests, they would likely constitute indebtedness for federal income tax purposes. The remainder of this discussion assumes that our Series A Preferred Units are partnership interests for federal income tax purposes. We encourage each holder of Series A Preferred Units who receives cash in the Tender Offer to consult his own tax advisor in analyzing the proper tax characterization of the Series A Preferred Units and the effect of such characterization on the tax consequences of the Tender Offer.

Tax Consequences of the Tender Offer

The receipt by a holder of Series A Preferred Units of cash for their Series A Preferred Units in the Tender Offer generally will be treated as a distribution and will result in the recognition of taxable gain to the holder of Series A Preferred Units for federal income tax purposes only if and to the extent the amount of cash received exceeds their tax basis in all the units (including Common Units and Series A Preferred Units) held by the holder of Series A Preferred Units immediately before the purchase. Any such purchase of Series A Preferred Units would result in the recognition of taxable loss to the holder of Series A Preferred Units for federal income tax purposes only if the holder does not hold any other units (including Common Units and Series A Preferred Units) immediately after the redemption and the unitholder's tax basis in the redeemed Series A Preferred Units exceeds the amounts received by the unitholder in redemption thereof.

Gain or loss recognized by a holder of Series A Preferred Units on the sale of a Series A Preferred Unit held for more than one year generally will be taxable as long-term capital gain or loss. Net capital loss may offset capital gains and, in the case of individuals, up to \$3,000 of ordinary income per year.

Furthermore, the IRS has ruled that a partner who acquires interests in a partnership in separate transactions must combine those interests and maintain a single adjusted tax basis for all of those interests (presumably including both Common Units and Series A Preferred Units). Upon a sale or other disposition of less than all of those interests, a portion of that tax basis must be allocated to the interests sold using an "equitable apportionment" method, which generally means that the tax basis allocated to the interest sold equals an amount that bears the same relation to the partner's tax basis in its entire interest in the partnership as the value of the interest sold bears to the value of the partner's entire interest in the partnership.

Treasury Regulations under Section 1223 of the Code allow a selling partner who can identify units transferred with an ascertainable holding period to elect to use the actual holding period of the units transferred. Thus, according to the ruling discussed in the paragraph above, a partner will be unable to select high or low basis Series A Preferred Units to sell as would be the case with corporate stock, but, according to the Treasury Regulations, it may designate specific Series A Preferred Units sold for purposes of determining the holding period of the units transferred. A holder of Series A Preferred Units electing to use the actual holding period of units transferred must consistently use that identification method for all subsequent sales or exchanges of our units. A holder of Series A Preferred Units that owns Common Units or that is considering a sale of Series A Preferred Units purchased in separate transactions is urged to consult its tax advisor as to the possible consequences of this ruling and application of the Treasury Regulations.

Potential Withholding Taxes and Special Considerations for Non-U.S. Holders

In order to avoid withholding taxes on the Tender Offer, each holder of Series A Preferred Units that participates in the Tender Offer will need to provide an IRS Form W-9 and/or certain other tax forms to the extent such holder of Series A Preferred Units has not previously submitted an IRS Form W-9 that is still valid, as set forth in more detail below and in the instructions to the Form of Letter of Transmittal.

Holders of our Series A Preferred Units that are not U.S. holders or certain other U.S. persons may be subject to taxation and withholding tax under the Foreign Investment in Real Property Tax Act ("**FIRPTA**") and Code

Section 1446 in connection with the Tender Offer and may be required to complete certain reporting and disclosure requirements under the applicable Treasury Regulations in order to mitigate or avoid such current taxation and withholding tax. Holders of our Series A Preferred Units that are not U.S. holders are urged to consult their tax advisors regarding the application of FIRPTA and Code Section 1446 to their participation in the Tender Offer. More generally, the U.S. federal income tax considerations applicable to holders of our Series A Preferred Units that are not U.S. holders could differ materially from that of U.S. holders and the discussion herein does not address such considerations. Holders of our Series A Preferred Units that are not U.S. holders are strongly urged to consult their tax advisors regarding all of the U.S. federal income and other tax considerations that may be applicable to them.

Important Tax Withholding Information

Pursuant to FIRPTA and Code Section 1446, we will withhold as a tax 52 percent of the Per Unit Purchase Price, unless we timely receive the required documentation with respect to the beneficial owner of the tendered Series A Preferred Units (the “**Beneficial Owner**”) in the required manner, as described below.

In order for a Beneficial Owner to avoid such withholding tax on the Tender Offer, we must timely receive an IRS Form W-9 properly completed by such Beneficial Owner or sufficient documentation that establishes such Beneficial Owner qualifies for an alternative method for avoiding or reducing withholding. A Beneficial Owner (or its broker) must send such form or documentation via email to smlp@dfking.com prior to the expiration of the Tender Offer in order to ensure such Beneficial Owner receives 100 percent of the Per Unit Purchase Price. Additionally, in order for the Beneficial Owner to avoid withholding, such email must also include, with respect to each Beneficial Owner, the voluntary offering instructions (“**VOI**”) number associated with such Beneficial Owner’s tender of its Series A Preferred Units, and must clearly identify the relevant VOI number on the relevant IRS Form W-9 or other sufficient documentation. A Beneficial Owner may obtain the relevant VOI number from its broker.

Only a U.S. citizen or other U.S. person (as defined in IRS Form W-9) is eligible to provide an IRS Form W-9, and the form must include, in the manner required by the IRS Form W-9 instructions and other applicable law, the Beneficial Owner’s name, address, taxpayer identification number, signature, date of signature and certification under penalties of perjury. Beneficial Owners who are not eligible to provide an IRS Form W-9 are urged to consult their tax advisors regarding the potential availability of alternative methods for avoiding withholding or seeking a withholding certificate from the IRS. **Except in rare cases, an IRS Form W-8 is not an acceptable form of documentation to avoid withholding.**

Beneficial Owners that are unable to, or otherwise do not, provide a properly completed IRS Form W-9 or other sufficient documentation prior to expiration of the Tender Offer will receive 48 percent of the Per Unit Purchase Price on the settlement date for the Tender Offer (the “**Settlement Date**”). Such Beneficial Owners or their brokers may email smlp@dfking.com by the 10th day following the Settlement Date (the “**Tax Cutoff Date**”) to either provide a properly completed IRS Form W-9 or establish that they qualify for an alternative method for avoiding or reducing withholding. Such email must also include, with respect to each Beneficial Owner, the VOI number associated with such Beneficial Owner’s tender of its Series A Preferred Units, and must clearly identify the relevant VOI number on the relevant IRS Form W-9 or other sufficient documentation. A Beneficial Owner may obtain the relevant VOI number from its broker. We will issue the remaining 52 percent of the Per Unit Purchase Price (or such other applicable amount) directly to any such Beneficial Owners that establish an exemption from or reduction of withholding in this manner by the Tax Cutoff Date, and Beneficial Owners must make arrangements with the Tender and Information Agent to receive their entitlement.

The withheld amounts that are not the subject of proper certification or other withholding certificate or exemption as described above by the Tax Cutoff Date will be deposited with the IRS. A Beneficial Owner may be entitled to obtain a refund from the IRS of part or all of the amount so withheld and deposited. Beneficial owners are urged to consult their tax advisors regarding this withholding requirement and the procedures for claiming such a refund.

NOTE: FAILURE TO COMPLETE AND RETURN AN IRS FORM W-9 OR PROVIDE OTHER SUFFICIENT DOCUMENTATION WILL RESULT IN WITHHOLDING OF 52 PERCENT OF YOUR PER UNIT PURCHASE PRICE. BENEFICIAL OWNERS ARE URGED TO CONSULT THEIR TAX ADVISORS REGARDING THE APPLICATION OF FIRPTA AND CODE SECTION 1446 TO THEIR PARTICIPATION IN THE TENDER OFFER.

14. Extension of the Tender Offer; Termination; Amendment

We reserve the right to extend the period of time that the Tender Offer is open, and delay acceptance for purchase of any Series A Preferred Units, by giving oral or written notice to the Tender and Information Agent and by timely public announcement no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date. During any extension, all Series A Preferred Units previously tendered pursuant to the extended Tender Offer will remain subject to the Tender Offer unless properly withdrawn.

In addition, we reserve the right to:

- terminate or amend the Tender Offer and not to accept for purchase any Series A Preferred Units not previously accepted for purchase upon the occurrence of any of the events specified in Section 6 that have not been waived by us; and
- amend the terms of the Tender Offer in any manner permitted or not prohibited by law.

If we terminate or amend the Tender Offer, we will notify the Tender and Information Agent by oral or written notice (with any oral notice to be promptly confirmed in writing) and will issue a timely press release or other public announcement regarding the termination or amendment.

In the event that the Tender Offer is terminated, withdrawn or otherwise not consummated prior to the Expiration Date, no consideration will be paid or become payable to holders who have validly tendered their Series A Preferred Units pursuant to the Tender Offer. In any such event, the Series A Preferred Units previously tendered pursuant to the Tender Offer will be promptly returned to the tendering holders.

If we make a material change in the terms of the Tender Offer or the information concerning the Tender Offer, or waive a material condition of the Tender Offer, we will promptly disseminate disclosure regarding the changes to the Tender Offer and extend the Tender Offer, if required by law, to ensure that it remains open a minimum of five business days from the date we disseminate disclosure regarding the changes.

If we make a change in the price to be paid for the Series A Preferred Units sought in the Tender Offer, we will promptly disseminate disclosure regarding the changes and extend the Tender Offer, if required by law, to ensure that the Tender Offer remains open a minimum of ten business days from the date we disseminate disclosure regarding the changes.

15. Fees and Expenses

We will bear the fees and expenses of soliciting tenders for the Tender Offer, and tendering holders of Series A Preferred Units will not be required to pay any of our expenses of soliciting tenders in the Tender Offer, including the fees of the Tender and Information Agent. We will also reimburse the Tender and Information Agent for reasonable out-of-pocket expenses, and we will indemnify the Tender and Information Agent against certain liabilities and expenses in connection with the Tender Offer, including liabilities under the federal securities laws.

If a tendering holder participates in the Tender Offer through its broker, dealer, commercial bank, trust company or other institution, such holder may be required to pay brokerage fees or commissions to such third party.

16. Miscellaneous

We are making the Tender Offer to eligible holders only. We are not aware of any jurisdiction in which the making of this Tender Offer is not in compliance with applicable law. If we become aware of any jurisdiction in which the making of this Tender Offer would not be in compliance with applicable law, we will make a good faith effort to comply with any such law. If, after such good faith effort, we cannot comply with any such law, this Tender Offer will not be made to, nor will tenders of Series A Preferred Units be accepted from or on behalf of, the holders of Series A Preferred Units residing in such jurisdiction.

No appraisal or dissenters' rights are available to holders of Series A Preferred Units under applicable law in connection with the Tender Offer.

Following completion of the Tender Offer, we may repurchase additional Series A Preferred Units that remain outstanding in the open market, in privately negotiated transactions, tender or exchange offers or otherwise. Future purchases of Series A Preferred Units that remain outstanding after the Tender Offer may be on terms that are more or less favorable than the Tender Offer. However, Exchange Act Rules 14e-5 and 13e-4 generally prohibit us and our affiliates from purchasing any Series A Preferred Units other than pursuant to the Tender Offer until ten business days after the Expiration Date, although there are some exceptions. Future purchases, if any, will depend on many factors, which include market conditions and the condition of our business.

Pursuant to Rule 13e-4 under the Exchange Act, we have filed with the SEC an Issuer Tender Offer Statement on Schedule TO which contains additional information with respect to the Tender Offer. Such Schedule TO, including the exhibits and any amendment thereto, may be examined, and copies may be obtained, at the same places and in the same manner as are set forth under Section 9.

We have not authorized any person to make any recommendation on our behalf as to whether you should tender or refrain from tendering your Series A Preferred Units in the Tender Offer or as to the price or prices at which you may choose to tender your units in the Tender Offer. You should rely only on the information contained in this Offer to Purchase and in the Letter of Transmittal or in documents to which we have referred you. Our delivery of this Offer to Purchase shall not under any circumstances create any implication that the information contained in this Offer to Purchase is correct as of any time other than the date of this Offer to Purchase or that there have been no changes in the information included or incorporated by reference herein or in the affairs of the Partnership or any of its subsidiaries or affiliates since the date hereof. We have not authorized anyone to provide you with information or to make any representation in connection with the Tender Offer other than the information and representations contained in this Offer to Purchase or in the Letter of Transmittal. If anyone makes any recommendation or gives any information or representation, you must not rely upon that recommendation, information or representation as having been authorized by us or the Tender and Information Agent.

Summit Midstream Partners, LP

November 10, 2020

THE TENDER AND INFORMATION AGENT FOR THE TENDER OFFER IS:

The Tender and Information Agent for the Tender Offer is:

D.F. King & Co., Inc.

48 Wall Street — 22nd Floor

New York, NY 10005

Unitholders may call toll-free: 800-669-5550

Banks and Brokers may call: 212-269-5550

Email: smlp@dfking.com

Additional copies of this Offer to Purchase, the Letter of Transmittal or other Tender Offer materials may be obtained from the Tender and Information Agent and will be furnished at our expense. Questions and requests for assistance regarding the tender of your securities should be directed to the Tender and Information Agent.

SUMMIT MIDSTREAM PARTNERS, LP

LETTER OF TRANSMITTAL
WITH RESPECT TO
THE OFFER TO PURCHASE FOR CASH

9.50% SERIES A FIXED-TO-FLOATING RATE CUMULATIVE REDEEMABLE PERPETUAL PREFERRED UNITS (LIQUIDATION PREFERENCE \$1,000) (THE “SERIES A PREFERRED UNITS”)

FOR AN AGGREGATE PURCHASE PRICE OF NOT MORE THAN \$25,000,000.00
AT A PER UNIT PURCHASE PRICE OF \$200.00

by

Summit Midstream Partners, LP (the “Partnership”)

PURSUANT TO THE OFFER TO PURCHASE, DATED NOVEMBER 10, 2020

THE TENDER OFFER (AS DEFINED BELOW) AND WITHDRAWAL RIGHTS WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON DECEMBER 9, 2020, UNLESS THE PARTNERSHIP EXTENDS OR EARLIER TERMINATES THE TENDER OFFER (SUCH TIME AND DATE, AS IT MAY BE EXTENDED WITH RESPECT TO THE TENDER OFFER, THE “EXPIRATION DATE”).

The Tender and Information Agent for the Tender Offer is:

D.F. King & Co., Inc.

Facsimile No.: (212) 709-3328

Confirmation: (212) 269-5552

Attention: Andrew Beck

By Mail, Overnight Courier or by Hand:

D.F. King & Co., Inc.

48 Wall Street

New York, New York 10005

Email: smlp@dfking.com

DESCRIPTION OF SERIES A PREFERRED UNITS TENDERED

Name(s) and Address(es) of Holder(s) or Name(s) of DTC Participants and Each Participant's DTC Account Number in which Series A Preferred Units are Held (Please fill in, if blank)

Unit Description
 9.50% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units (Liquidation Preference \$1,000)

Number of Series A Preferred Units Represented*

Number of Series A Preferred Units Tendered

* Unless otherwise indicated in the column labeled "Number of Series A Preferred Units Tendered" and subject to the terms and conditions of the Offer to Purchase, a holder will be deemed to have tendered the entire number of Series A Preferred Units indicated in the column labeled "Number of Series A Preferred Units Represented." See Instruction 4.

Delivery of this Letter of Transmittal to an address other than one of those set forth above will not constitute a proper delivery. You must deliver this Letter of Transmittal to the tender and information agent as set forth above (the "Tender and Information Agent"). Deliveries to the Partnership or any other person or entity will not be forwarded to the Tender and Information Agent and, therefore, will not constitute proper delivery to the Tender and Information Agent. Delivery of this Letter of Transmittal and any other required documents to the book-entry transfer facility at The Depository Trust Company ("DTC") will not constitute delivery to the Tender and Information Agent.

You should use this Letter of Transmittal if you are causing the Series A Preferred Units to be delivered by book-entry transfer to the Tender and Information Agent's account at DTC pursuant to the procedures set forth in Section 3 of the Offer to Purchase. Only financial institutions that are participants in DTC's book-entry system may make book-entry delivery of the Series A Preferred Units.

BEFORE COMPLETING THIS LETTER OF TRANSMITTAL, YOU SHOULD READ THIS LETTER OF TRANSMITTAL AND THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

All of the Series A Preferred Units are held in book entry form through the facilities of DTC. You should use this Letter of Transmittal only if you are delivering Series A Preferred Units through a book entry transfer into the Tender and Information Agent's account at DTC in accordance with Section 3 of the Offer to Purchase.

Delivery of the Letter of Transmittal and any other required documents to DTC does not constitute delivery to the Tender and Information Agent.

Check here if you are a financial institution that is a participating institution in the book entry transfer facility's system and you are delivering the tendered Series A Preferred Units by book entry transfer to an account maintained by the Tender and Information Agent at the book entry transfer facility, and complete the following:

Names(s) of Tendering Institution: _____

Account Number: _____ Transaction Code Number: _____

NOTE: SIGNATURES MUST BE PROVIDED BELOW.

Ladies and Gentlemen:

The undersigned hereby tenders to Summit Midstream Partners, LP (the "Partnership") the above described 9.50% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units (the "Series A Preferred Units" or the "units"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated November 10, 2020 (the "Offer to Purchase") (defined terms used and not defined herein are defined as set forth in the Offer to Purchase), and in this Letter of Transmittal (which together, as they may be amended and supplemented from time to time, constitute the "Tender Offer"), receipt of which is hereby acknowledged. The Partnership is inviting the holders of the Series A Preferred Units to tender their Series A Preferred Units at a purchase price of \$200.00 per Series A Preferred Unit, upon the terms and subject to the conditions of the Tender Offer (the "Per Unit Purchase Price"). Applicable withholding taxes will be deducted from payments to tendering holders. The Per Unit Purchase Price does not include accrued distributions.

Subject to and effective upon acceptance for payment of, and payment for, Series A Preferred Units tendered with this Letter of Transmittal in accordance with the terms of the Tender Offer, the undersigned hereby (1) sells, assigns and transfers to or upon the order of the Partnership all right, title and interest in and to all of the Series A Preferred Units tendered hereby which are so accepted and paid for; (2) orders the registration of Series A Preferred Units tendered by book entry transfer that are purchased under the Tender Offer to or upon the order of the Partnership; and (3) appoints the Tender and Information Agent as attorney in fact of the undersigned with respect to such Series A Preferred Units, with the full knowledge that the Tender and Information Agent also acts as the agent of the Partnership, with full power of substitution (such power of attorney being an irrevocable power coupled with an interest), to perform the following functions:

(a) transfer ownership of such Series A Preferred Units on the account books maintained by DTC, together with all accompanying evidences of transfer and authenticity, to or upon the order of the Partnership; and

(b) receive all benefits and otherwise exercise all rights of beneficial ownership of such Series A Preferred Units, subject to the next paragraph, all in accordance with the terms of the Tender Offer.

The undersigned understands that the Partnership, upon the terms and subject to the conditions of the Tender Offer, will pay the Per Unit Purchase Price for Series A Preferred Units properly tendered into, and not properly withdrawn from, the Tender Offer subject to the conditions of the Tender Offer in the Offer to Purchase.

The undersigned hereby covenants, represents and warrants to the Partnership that:

(a) the undersigned has full power and authority to tender, sell, assign and transfer the Series A Preferred Units tendered hereby;

(b) when and to the extent the Partnership accepts the Series A Preferred Units for purchase, the Partnership will acquire good and unencumbered title to them, free and clear of all liens, restrictions, claims, charges and encumbrances, and the Series A Preferred Units will not be subject to any adverse claims or rights;

(c) the undersigned will, upon request, execute and deliver any additional documents deemed by the Tender and Information Agent or the Partnership to be necessary or desirable to complete the sale, assignment and transfer of the Series A Preferred Units tendered hereby and accepted for purchase; and

(d) the undersigned has read and agrees to all of the terms of the Tender Offer.

The undersigned understands that tendering of Series A Preferred Units under either of the procedures described in Section 3 of the Offer to Purchase and in the instructions to this Letter of Transmittal will constitute an agreement between the undersigned and the Partnership upon the terms and subject to the conditions of the Tender Offer.

The undersigned recognizes that, under certain circumstances set forth in the Offer to Purchase, the Partnership may terminate or amend the Tender Offer; or may postpone the acceptance for payment of, or the payment for, Series A Preferred tendered.

The undersigned understands that the names and addresses of the registered holders of Series A Preferred Units or DTC participants should be printed above, exactly as they appear on a security position listing as the owner of the Series A Preferred Units. The DTC participant's account number, the number of Series A Preferred Units held in such account and the number of Series A Preferred Units to be tendered shall be set forth in the appropriate boxes above.

Unless otherwise indicated under "Special Payment and Delivery Instructions," please transfer by credit to the account at the DTC designated above an amount equal to the aggregate Per Unit Purchase Price for any Series A Preferred Units purchased (less the amount of any federal income or backup withholding tax required to be withheld) and/or return any Series A Preferred Units not tendered or not purchased.

The undersigned recognizes that the Partnership has no obligation, under the "Special Payment and Delivery Instructions," to order the registration or transfer of Series A Preferred Units tendered by book entry transfer.

All authority conferred or agreed to be conferred in this Letter of Transmittal shall survive the death or incapacity of the undersigned and any obligations or duties of the undersigned under this Letter of Transmittal shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, including withdrawal rights, this tender is irrevocable.

HOLDER(S) — SIGN HERE
(See Instructions 1 and 5)
(See IRS Form W-9 (enclosed))

If this Letter of Transmittal is signed by a DTC participant whose name is shown as the owner of the Series A Preferred Units tendered hereby, the signature must correspond with the name shown on the security position listing as the owner of such Series A Preferred Units. If the Series A Preferred Units are registered in the names of two or more joint holders, each holder must sign this Letter of Transmittal. If this Letter of Transmittal is signed by a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or any other person acting in a fiduciary or representative capacity, that person should so indicate when signing and must submit proper evidence satisfactory to the Partnership of his or her authority to so act. See Instruction 5.

Signature(s) of Holder(s)

Dated: _____, 2020

Name(s): _____

Please Print

Capacity (full title): _____

Address: _____

Address Line 2: _____

Address Line 3: _____

Please Include Zip/Postal Code

(Country Code/Area Code) Telephone Number: _____

Taxpayer Identification or Social Security No. (if applicable): _____

GUARANTEE OF SIGNATURE(S)
(If Required, See Instructions 1 and 5)

Authorized Signature: _____

Name(s): _____

Please Print

Name of Firm: _____

Address: _____

Address Line 2: _____

Address Line 3: _____

Please Include Zip/Postal Code

(Country Code/Area Code) Telephone Number: _____

Dated: _____, 2020

SPECIAL PAYMENT AND DELIVERY INSTRUCTIONS

(See Instructions 2, 5, 7 and 8)

To be completed ONLY if a check for the Per Unit Purchase Price (less any applicable withholding taxes) for any Series A Preferred Units is to be issued to the order of someone other than the person or persons whose signature(s) appears within this Letter of Transmittal, or issued to an address different from that shown in the box titled "Description of Series A Preferred Units Tendered" within this Letter of Transmittal, or if Series A Preferred Units tendered by book entry transfer that are not accepted for purchase are to be credited to an account maintained at the book entry transfer facility other than the one designated above.

Payment Check(s)

Name(s): _____
(Please Print)

Address: _____
(Include Zip Code)

ODD LOTS
(See Instruction 10)

As described in Section 1 of the Offer to Purchase, under certain conditions, holders holding a total of less than 100 Series A Preferred Units may have their Series A Preferred Units tendered and accepted for payment before any proration of other tendered Series A Preferred Units. This preference is not available to partial tenders or to beneficial or record holders of 100 or more Series A Preferred Units in the aggregate, even if these holders have separate accounts representing less than 100 Series A Preferred Units. Accordingly, this section is to be completed only if Series A Preferred Units are being tendered by or on behalf of a person owning, beneficially or of record, an aggregate of less than 100 Series A Preferred Units. The holder executing this Letter of Transmittal either (check one box):

- is the beneficial or record owner of an aggregate of less than 100 Series A Preferred Units, all of which are being tendered; or
- is a broker, dealer, commercial bank, trust company or other nominee that (a) is tendering for the beneficial owner(s), Series A Preferred Units with respect to which it is the record holder and (b) believes, based upon representations made to it by the beneficial owner(s), that each such person is the beneficial owner of an aggregate of less than 100 Series A Preferred Units and is tendering all of such Series A Preferred Units.

Taxpayer Identification Number, Social Security Number
or Employer Identification Number
(See IRS Form W-9)

Credit unpurchased Series A Preferred Units by book entry to the book entry transfer facility account set forth below:

DTC Account Number: _____

Number of Account Party: _____

INSTRUCTIONS TO LETTER OF TRANSMITTAL
Forming Part of the Terms of the Tender Offer

1. *Guarantee of Signatures.*

Except as otherwise provided in this Instruction 1, all signatures on this Letter of Transmittal must be guaranteed by a financial institution that is a participant in the Securities Transfer Agents Medallion Program or a bank, broker, dealer, credit union, savings association or other entity which is an "eligible guarantor institution" (an "Eligible Institution") as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended. Signatures on this Letter of Transmittal need not be guaranteed if either (a) this Letter of Transmittal is signed by any DTC participant whose name appears on a security position listing as the owner of Series A Preferred Units tendered herewith and such participant(s) have not completed either of the boxes within "Special Payment and Delivery Instructions" in this Letter of Transmittal; or (b) such Series A Preferred Units are tendered for the account of an Eligible Institution.

2. *Delivery of Letter of Transmittal; No Guaranteed Delivery Procedures.*

To tender the Series A Preferred Units, a properly completed and duly executed copy or facsimile of this Letter of Transmittal or an agent's message and a confirmation of a book entry transfer into the Tender and Information Agent's account with the DTC tendered electronically and any other documents required by this Letter of Transmittal, must be received by the Tender and Information Agent on or prior to the Expiration Date. **THE METHOD OF DELIVERY OF ALL DOCUMENTS, INCLUDING THE LETTER OF TRANSMITTAL AND ANY OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC, IS AT THE SOLE ELECTION AND RISK OF THE TENDERING HOLDER. SERIES A PREFERRED UNITS WILL BE DEEMED DELIVERED ONLY WHEN ACTUALLY RECEIVED BY THE TENDER AND INFORMATION AGENT (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF DELIVERY IS BY MAIL, THEN REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, VALIDLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.**

Pursuant to authority granted by DTC, any DTC participant that has Series A Preferred Units credited to its DTC account at any time (and thereby held of record by DTC's nominee) may directly tender such Series A Preferred Units as though it were the registered holder by so completing, executing and delivering this Letter of Transmittal or delivering an agent's message. Tenders of Series A Preferred Units will be accepted in accordance with the procedures described in the preceding sentence and otherwise in compliance with this Letter of Transmittal.

The Tender and Information Agent will not accept any tender materials other than Letters of Transmittal and the DTC participants' agent's messages.

The Partnership is not providing for tenders of Series A Preferred Units by guaranteed delivery procedures.

All tendering holders of Series A Preferred Units, by execution of this Letter of Transmittal or a manually signed facsimile of this Letter of Transmittal, or delivery of an agent's message, waive any right to receive any notice of the acceptance of their tender.

3. *Inadequate Space.*

If the space provided in the box captioned "Description of Series A Preferred Units Tendered" is inadequate, then you should list relevant information on a separate signed schedule attached to this Letter of Transmittal.

4. *Partial Tenders and Unpurchased Series A Preferred Units.*

The Series A Preferred Units may be tendered and accepted only in whole units. If less than all of the Series A Preferred Units owned by a holder are tendered, the holder must fill in the number of Series A Preferred Units

tendered in the fourth column of the box titled "Description of Series A Preferred Units Tendered" herein. The entire number of Series A Preferred Units delivered to the Tender and Information Agent will be deemed to have been tendered, unless otherwise indicated.

5. *Signatures on Letter of Transmittal; Stock Powers and Endorsements.*

a. *Exact Signatures.*

If this Letter of Transmittal is signed by a DTC participant whose name is shown as the owner of the Series A Preferred Units tendered hereby, the signature must correspond with the name shown on the security position listing as the owner of such Series A Preferred Units.

b. *Joint Holders.*

If the Series A Preferred Units are registered in the names of two or more joint holders, each holder must sign this Letter of Transmittal.

c. *Signatures of Fiduciaries.*

If this Letter of Transmittal is signed by a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation or any other person acting in a fiduciary or representative capacity, that person should so indicate when signing and must submit proper evidence satisfactory to the Partnership of his or her authority to so act.

6. *Unit Transfer Taxes.*

Except as provided in this Instruction 6, no unit transfer tax stamps or funds to cover such stamps need to accompany this Letter of Transmittal. The Partnership will pay or cause to be paid any unit transfer taxes payable on the transfer to it of Series A Preferred Units purchased in the Tender Offer. If, however, payment of the Per Unit Purchase Price is to be made to any person other than the registered holder(s), then the Tender and Information Agent will deduct from the Per Unit Purchase Price the amount of any unit transfer taxes (whether imposed on the registered holder(s), such other person(s) or otherwise) payable on account of the transfer of cash or units thereby made to such person, unless satisfactory evidence of the payment of such taxes or an exemption from them is submitted with this Letter of Transmittal.

7. *Special Payment and Delivery Instructions.*

If any of the following conditions holds:

a. check(s) for the Per Unit Purchase Price of any Series A Preferred Units purchased pursuant to the Tender Offer are to be issued to a person other than the person(s) signing this Letter of Transmittal;

b. check(s) for the Per Unit Purchase Price are to be sent to any person other than the person signing this Letter of Transmittal, or to the person signing this Letter of Transmittal, but at a different address; or

c. Series A Preferred Units tendered by book entry transfer that are not accepted for purchase are to be credited to an account maintained at the book entry transfer facility other than the one designated above,

then, in any such case, you must complete the appropriate box within "Special Payment and Delivery Instructions" as applicable in this Letter of Transmittal and make sure that the signatures herein are guaranteed as described in Instructions 1 and 5.

8. *Important Tax Information*

Pursuant to the Foreign Investment in Real Property Tax Act ("FIRPTA") and Section 1446 of the Internal Revenue Code of 1986, as amended (the "Code"), we will withhold as a tax 52 percent of the Per Unit Purchase

Price, unless we timely receive the required documentation with respect to the beneficial owner of the tendered Series A Preferred Units (the “Beneficial Owner”) in the required manner, as described below.

In order for a Beneficial Owner to avoid such withholding tax on the Tender Offer, we must timely receive an IRS Form W-9 properly completed by such Beneficial Owner or sufficient documentation that establishes such Beneficial Owner qualifies for an alternative method for avoiding or reducing withholding. A Beneficial Owner (or its broker) must send such form or documentation via email to smlp@dfking.com prior to the expiration of the Tender Offer in order to ensure such Beneficial Owner receives 100 percent of the Per Unit Purchase Price. Additionally, in order for the Beneficial Owner to avoid withholding, such email must also include, with respect to each Beneficial Owner, the voluntary offering instructions (“VOI”) number associated with such Beneficial Owner’s tender of its Series A Preferred Units, and must clearly identify the relevant VOI number on the relevant IRS Form W-9 or other sufficient documentation. A Beneficial Owner may obtain the relevant VOI number from its broker.

Only a U.S. citizen or other U.S. person (as defined in IRS Form W-9) is eligible to provide an IRS Form W-9, and the form must include, in the manner required by the IRS Form W-9 instructions and other applicable law, the Beneficial Owner’s name, address, taxpayer identification number, signature, date of signature and certification under penalties of perjury. Beneficial Owners who are not eligible to provide an IRS Form W-9 are urged to consult their tax advisors regarding the potential availability of alternative methods for avoiding withholding or seeking a withholding certificate from the IRS. **Except in rare cases, an IRS Form W-8 is not an acceptable form of documentation to avoid withholding.**

Beneficial Owners that are unable to, or otherwise do not, provide a properly completed IRS Form W-9 or other sufficient documentation prior to expiration of the Tender Offer will receive 48 percent of the Per Unit Purchase Price on the settlement date for the Tender Offer (the “Settlement Date”). Such Beneficial Owners or their brokers may email smlp@dfking.com by the 10th day following the Settlement Date (the “Tax Cutoff Date”) to either provide a properly completed IRS Form W-9 or establish that they qualify for an alternative method for avoiding or reducing withholding. Such email must also include, with respect to each Beneficial Owner, the VOI number associated with such Beneficial Owner’s tender of its Series A Preferred Units, and must clearly identify the relevant VOI number on the relevant IRS Form W-9 or other sufficient documentation. A Beneficial Owner may obtain the relevant VOI number from its broker. We will issue the remaining 52 percent of the Per Unit Purchase Price (or such other applicable amount) directly to any such Beneficial Owners that establish an exemption or reduction of from withholding in this manner by the Tax Cutoff Date, and Beneficial Owners must make arrangements with Tender and Information Agent to receive their entitlement.

The withheld amounts that are not the subject of proper certification or other withholding certificate or exemption as described above by the Tax Cutoff Date will be deposited with the IRS. A Beneficial Owner may be entitled to obtain a refund from the IRS of part or all of the amount so withheld and deposited. Beneficial owners are urged to consult their tax advisors regarding this withholding requirement and the procedures for claiming such a refund.

NOTE: FAILURE TO COMPLETE AND RETURN THE ATTACHED IRS FORM W-9 OR PROVIDE OTHER SUFFICIENT DOCUMENTATION WILL RESULT IN WITHHOLDING OF 52 PERCENT OF YOUR PER UNIT PURCHASE PRICE. BENEFICIAL OWNERS ARE URGED TO CONSULT THEIR TAX ADVISORS REGARDING THE APPLICATION OF FIRPTA AND CODE SECTION 1446 TO THEIR PARTICIPATION IN THE TENDER OFFER.

PLEASE REFER TO SECTION 13 OF THE OFFER TO PURCHASE FOR A DISCUSSION OF MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES RELATING TO THE TENDER OFFER TO TENDERING HOLDERS.

9. *Irregularities.*

All questions as to the number of Series A Preferred Units to be accepted, the Per Unit Purchase Price to be paid for Series A Preferred Units to be accepted and the validity, form, eligibility, including time of receipt, and acceptance for payment of any tender of Series A Preferred Units will be determined by the Partnership, in its sole discretion and will be final and binding on all parties absent a finding to the contrary by a court of competent jurisdiction. The Partnership reserves the absolute right to reject any or all tenders of any Series A Preferred Units that it determines are not in proper form or the acceptance for payment of or payment for which it determines may be unlawful. The Partnership also reserves the absolute right to waive any of the conditions of the Tender Offer prior to the Expiration Date with respect to all tendered Series A Preferred Units. The Partnership also reserves the absolute right to waive any defect or irregularity in any tender with respect to any particular Series A Preferred Units, whether or not the Partnership waives similar defects or irregularities in the case of any other holder. No tender of Series A Preferred Units will be deemed to have been validly made until all defects or irregularities have been cured by the tendering holder or waived by the Partnership. The Partnership will not be liable for failure to waive any condition of the Tender Offer, or any defect or irregularity in any tender of Series A Preferred Units. None of the Partnership, the Tender and Information Agent or any other person will be obligated to give notice of any defects or irregularities in tenders, nor will any of them incur any liability for failure to give any such notice.

10. *Odd Lots.*

As described in Section 1 of the Offer to Purchase, if the Partnership is to purchase less than all Series A Preferred Units tendered before the Expiration Date and not properly withdrawn, the Series A Preferred Units purchased first will consist of all Odd Lots of less than 100 Series A Preferred Units from holders who properly tender all of their Series A Preferred Units and who do not properly withdraw them before the Expiration Date (tenders of less than all of the Series A Preferred Units owned, beneficially or of record, by such Odd Lot Holder will not qualify for this preference). This preference will not be available unless the section captioned "Odd Lots" in this Letter of Transmittal is completed.

11. *Questions; Requests for Assistance and Additional Copies.*

Please direct any questions or requests for assistance or for additional copies of the Offer to Purchase or this Letter of Transmittal to the Tender and Information Agent at the telephone number and address set forth below. You may also contact your broker, dealer, commercial bank or trust company for assistance concerning the Tender Offer.

Important: The Tender and Information Agent must receive this Letter of Transmittal or verification of acceptance of the Tender Offer from DTC through an agent's message (together with book-entry transfer and all other required documents) before the Expiration Date.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

u Go to www.irs.gov/FormW9 for instructions and the latest information.

See on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) u _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) u _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
	- - - - -
OR	
Employer identification number	
	- - - - -

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person u

Date u

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

- Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC treated as a partnership for U.S. federal tax purposes,	
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.

- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not

Applicable” (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write “Applied For” in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments,

generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering “Applied For” means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

This Letter of Transmittal and any other required documents should be sent or delivered by each tendering holder of Series A Preferred Units or its broker, dealer, commercial bank, trust company or other nominee to the Tender and Information Agent at one of its addresses set forth on the front cover of this Letter of Transmittal.

Please contact the Tender and Information Agent with questions regarding how to tender and/or request additional copies of the Offer to Purchase, this Letter of Transmittal or other documents related to the Tender Offer at the contact information set forth below. Holders of Series A Preferred Units also may contact their broker, dealer, commercial bank, trust company or nominee for assistance concerning the Tender Offer. Please contact the Tender and Information Agent to confirm delivery of Series A Preferred Units.

The Tender and Information Agent for the Tender Offer is:

D.F. King & Co., Inc.
48 Wall Street, 22nd Floor
New York, New York 10005
Attention: Corporate Actions

Banks and Brokers call: (212) 269-5550

or

Call Toll-Free: (800) 699-5550

Email: smlp@dfking.com

This announcement is neither an offer to purchase nor a solicitation of an offer to sell units. The Tender Offer (as defined below) is made solely by the Offer to Purchase, dated November 10, 2020, and the related Letter of Transmittal, as they may be amended or supplemented from time to time. The information contained therein is incorporated herein by reference. The Tender Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of units in any jurisdiction in which the making or acceptance of offers to sell units would not be in compliance with the laws of that jurisdiction. If the Partnership (as defined below) becomes aware of any such jurisdiction where the making of the Tender Offer or the acceptance of units pursuant to the Tender Offer is not in compliance with applicable law, the Partnership will make a good faith effort to comply with the applicable law. If, after such good faith effort, the Partnership cannot comply with the applicable law, the Tender Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders residing in such jurisdiction. In any jurisdiction where the securities, blue sky or other laws require the Tender Offer to be made by a licensed broker or dealer, the Tender Offer shall be deemed to be made on behalf of the Partnership by one or more registered brokers or dealers licensed under the laws of that jurisdiction.

**Notice of Offer to Purchase by
Summit Midstream Partners, LP
of**

**its 9.50% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units (Liquidation Preference \$1,000)
for an Aggregate Purchase Price of Not More Than \$25,000,000.00
at a Per Unit Purchase Price of \$200.00**

Summit Midstream Partners, LP, a Delaware limited partnership (the “**Partnership**”), is offering to purchase for cash (the “**Tender Offer**”) up to \$25,000,000.00 aggregate purchase price (the “**Maximum Aggregate Purchase Price**”) of its 9.50% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units (the “**Series A Preferred Units**” or “**units**”) upon the terms and subject to the conditions described in the Offer to Purchase (as it may be amended or supplemented from time to time, the “**Offer to Purchase**”) and in the related letter of transmittal (as it may be amended or supplemented from time to time, the “**Letter of Transmittal**”). The description of the Tender Offer herein is only a summary and is qualified by the terms and conditions of the Tender Offer set forth in the Offer to Purchase, the Letter of Transmittal and other related materials.

THE TENDER OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON DECEMBER 9, 2020, UNLESS THE TENDER OFFER IS EXTENDED (SUCH DATE AND TIME, AS THEY MAY BE EXTENDED, THE “EXPIRATION DATE”) OR OTHERWISE TERMINATED.

The consideration for the Series A Preferred Units tendered and accepted for purchase pursuant to the Tender Offer will equal \$200.00 per Series A Preferred Unit (the “**Per Unit Purchase Price**”). Applicable withholding taxes will be deducted from payments to tendering holders.

Assuming that the Tender Offer is fully subscribed, the number of Series A Preferred Units that will be purchased at the Per Unit Purchase Price under the Tender Offer is 125,000. If the aggregate number of Series A Preferred Units that are validly tendered and not properly withdrawn as of the Expiration Date (the “**Total Tendered Amount**”) exceeds the Maximum Aggregate Purchase Price, the Partnership will accept for purchase that number of Series A Preferred Units that does not result in the Total Tendered Amount exceeding the Maximum Aggregate Purchase Price. In that event, the Series A Preferred Units that will be accepted for purchase will be subject to proration, as described in the Offer to Purchase. For additional information on proration, see Section 1 of the Offer to Purchase.

The Per Unit Purchase Price does not include accrued distributions on the Series A Preferred Units. If a holder's Series A Preferred Units are validly tendered and accepted for purchase pursuant to the Tender Offer, the holder will lose the rights of a holder of a Series A Preferred Unit, including receipt of any further distributions and the liquidation preference. Holders that tender Series A Preferred Units that are accepted will forfeit any claim to all accumulated and unpaid distributions on their Series A Preferred Units, regardless of when accumulated, whether before or after the date hereof and including any distributions that may accumulate through the settlement date for the Tender Offer.

As specified in Section 6 of the Offer to Purchase, the Tender Offer is conditioned on, among other things, that holders of at least 75,000 Series A Preferred Units validly tender (and not properly withdraw) their Series A Preferred Units prior to the Expiration Date.

None of the Partnership, Summit Midstream GP, LLC, its general partner, its Board of Directors, officers or employees, or D.F. King & Co., Inc., the tender and information agent for the Tender Offer (the "Tender and Information Agent") makes any recommendation as to whether holders should tender any Series A Preferred Units or refrain from tendering Series A Preferred Units in the Tender Offer. Accordingly, holders must make their own decision as to whether to tender Series A Preferred Units in the Tender Offer and, if so, the number of Series A Preferred Units to tender. Participation in the Tender Offer is voluntary, and holders should carefully consider whether to participate before making their decision. The Partnership urges holders to carefully read the Offer to Purchase in its entirety, including the information incorporated by reference therein, and the Letter of Transmittal. The Partnership also urges holders to consult their own financial and tax advisors in making their own decisions on what action, if any, to take in light of their own particular circumstances.

The Partnership is making the Tender Offer in connection with its strategic plan to enhance its financial flexibility and enhance the value of its common units representing limited partner interests in the Partnership (the "**Common Units**"). The Partnership believes that the successful completion of the Tender Offer would be beneficial to the Partnership to (i) reduce the amount of distributions on Series A Preferred Units that the Partnership would be required to pay (currently \$20.3 million in the aggregate), including the accumulated but unpaid distribution of \$11.3 million for the six-month period ended June 15, 2020, before the Partnership would be able to make any distributions on the Common Units, which the Partnership believes will increase its ability to resume distributions on its Common Units in the future and consequently their market value and its ability to raise capital and (ii) reduce the Series A Preferred Units' \$125 million liquidation preference. While the Partnership believes the Tender Offer offers benefits to the Partnership and the holders of Series A Preferred Units, the Tender Offer is not equally suitable for all holders of Series A Preferred Units, and the decision as to whether to tender Series A Preferred Units in the Tender Offer will not be the same for all holders.

If the conditions to the Tender Offer have been satisfied or waived and more than the Maximum Aggregate Purchase Price of Series A Preferred Units has been validly tendered and not properly withdrawn prior to the Expiration Date, the Partnership will purchase Series A Preferred Units on the following basis:

- *First*, all Series A Preferred Units owned in "odd lots" (less than 100 units) that have been validly tendered (and not properly withdrawn) prior to the Expiration Date; and
- *Second*, all other Series A Preferred Units validly tendered (and not properly withdrawn) prior to the Expiration Date, on a pro rata basis, with appropriate adjustments to avoid the purchase of fractional units, until the Partnership has purchased units resulting in the Maximum Aggregate Purchase Price.

Therefore, because of "odd lot" priority and proration provisions described above, the Partnership may not purchase all of the Series A Preferred Units that you tender if Series A Preferred Units in excess of the Maximum Aggregate Purchase Price are validly tendered (and not properly withdrawn). If the Partnership decides not to accept some or all of a holder's tendered Series A Preferred Units because of an invalid tender, the occurrence of the other events set forth in the Offer to Purchase or otherwise, the units not accepted by the Partnership will be

returned to the holder, at the Partnership's expense, promptly after the expiration or termination of the Tender Offer by book-entry transfer to the Partnership's account at DTC, as applicable.

Holders wishing to tender their units must follow the procedures set forth in Section 3 of the Offer to Purchase and in the Letter of Transmittal. The proration period is the period for accepting units on a pro rata basis in the event that the Tender Offer is oversubscribed.

For purposes of the Tender Offer, the Partnership will be deemed to have accepted for payment, subject to the "odd lot" priority and proration provisions of the Tender Offer, units that are validly tendered and not properly withdrawn, only when, as and if the Partnership gives oral or written notice to the Tender and Information Agent of its acceptance of the units for payment pursuant to the Tender Offer.

Upon the terms and subject to the conditions of the Tender Offer, the Partnership will accept for payment and pay the Per Unit Purchase Price per Series A Preferred Unit for all of the units accepted for payment pursuant to the Tender Offer promptly after the Expiration Date. In all cases, payment for units tendered and accepted for payment pursuant to the Tender Offer will be made promptly, taking into account any time necessary to determine any proration, but only after timely receipt by the Tender and Information Agent of (i) a timely book-entry confirmation of the deposit of units into the Tender and Information Agent's account at DTC, (ii) a validly completed and duly executed Letter of Transmittal, including any required signature guarantees, or in the base of a book-entry transfer, an agent's message, and (iii) any other required documents.

There are no guaranteed delivery procedures available with respect to the Tender Offer under the terms of the Offer to Purchase or any related materials. Holders must tender their Series A Preferred Units in accordance with the procedures set forth in the Offer to Purchase.

The Partnership reserves the right to extend the period of time that the Tender Offer is open, and delay acceptance for purchase of any Series A Preferred Units, by giving oral or written notice to the Tender and Information Agent and by timely public announcement no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date. During any extension, all Series A Preferred Units previously tendered pursuant to the extended Tender Offer will remain subject to the Tender Offer unless properly withdrawn. In addition, the Partnership reserves the right to (i) terminate or amend the Tender Offer and not to accept for purchase any Series A Preferred Units not previously accepted for purchase upon the occurrence of any of the events specified in Section 6 of the Offer to Purchase that have not been waived by it and (ii) amend the terms of the Tender Offer in any manner permitted or not prohibited by law.

If the Partnership terminates or amends the Tender Offer, the Partnership will notify the Tender and Information Agent by oral or written notice (with any oral notice to be promptly confirmed in writing) and will issue a timely press release or other public announcement regarding the termination or amendment. The Partnership's reservation of the right to delay payment for units that it has accepted for payment is limited by Rule 13e-4(f)(5) and Rule 14e-1 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), which requires that the Partnership must pay the consideration offered or return the units tendered promptly after termination or withdrawal of the Tender Offer.

In the event that the Tender Offer is terminated, withdrawn or otherwise not consummated prior to the Expiration Date, no consideration will be paid or become payable to holders who have validly tendered their Series A Preferred Units pursuant to the Tender Offer. In any such event, the Series A Preferred Units previously tendered pursuant to the Tender Offer will be promptly returned to the tendering holders.

If the Partnership makes a material change in the terms of the Tender Offer or the information concerning the Tender Offer, or waives a material condition of the Tender Offer, the Partnership will promptly disseminate disclosure regarding the changes to the Tender Offer and extend the Tender Offer, if required by law, to ensure that it remains open a minimum of five business days from the date the Partnership disseminates disclosure regarding the changes.

If the Partnership makes a change in the price to be paid for the Series A Preferred Units sought in the Tender Offer, the Partnership will promptly disseminate disclosure regarding the changes and extend the Tender Offer, if required by law, to ensure that the Tender Offer remains open a minimum of ten business days from the date the Partnership disseminates disclosure regarding the changes.

Holders may withdraw their tender of Series A Preferred Units at any time before the Expiration Date. In addition, if not previously returned, holders may withdraw Series A Preferred Units that are tendered that are not accepted by the Partnership for purchase after expiration of 40 business days from the commencement of the Tender Offer. For a withdrawal of units tendered through ATOP to be effective, the Tender and Information Agent must receive a computer-generated notice of withdrawal, transmitted by DTC on behalf of the holder in accordance with the standard operating procedure of DTC, or a written notice of withdrawal, sent by facsimile transmission, receipt confirmed by telephone, or letter, before the expiration of the Tender Offer. Any notice of withdrawal of units tendered through ATOP must specify the name and number of the account at DTC to be credited with the withdrawn Series A Preferred Units or otherwise comply with DTC's procedures. Any Series A Preferred Units withdrawn will not have been validly tendered for purchase for purposes of the Tender Offer. Any Series A Preferred Units that have been tendered for purchase through ATOP but which are not tendered for any reason will be credited to an account with DTC specified by the holder, promptly after withdrawal, rejection of tender or termination of the Tender Offer. Properly withdrawn Series A Preferred Units may be re-tendered by following one of the procedures described under Section 3 in the Offer to Purchase at any time on or before the applicable Expiration Date.

All questions as to the number of Series A Preferred Units to be accepted, the Per Unit Purchase Price to be paid for Series A Preferred Units to be accepted and the validity, form, eligibility, including time of receipt, and acceptance for payment of any tender of Series A Preferred Units will be determined by the Partnership, in its sole discretion and will be final and binding on all parties absent a finding to the contrary by a court of competent jurisdiction. The Partnership reserves the absolute right to reject any or all tenders of any Series A Preferred Units that it determines are not in proper form or the acceptance for payment of or payment for which it determines may be unlawful. The Partnership also reserves the absolute right to waive any of the conditions of the Tender Offer prior to the Expiration Date with respect to all tendered Series A Preferred Units. The Partnership also reserves the absolute right to waive any defect or irregularity in any tender with respect to any particular Series A Preferred Units, whether or not the Partnership waives similar defects or irregularities in the case of any other holder. No tender of Series A Preferred Units will be deemed to have been validly made until all defects or irregularities have been cured by the tendering holder or waived by the Partnership. The Partnership will not be liable for failure to waive any condition of the Tender Offer, or any defect or irregularity in any tender of Series A Preferred Units. None of the Partnership, the Tender and Information Agent or any other person will be obligated to give notice of any defects or irregularities in tenders, nor will any of them incur any liability for failure to give any such notice.

For each Series A Preferred Unit that is tendered in the Tender Offer, the Partnership will eliminate from its Series A Preferred Unit capital account an amount equal to the sum of \$1,000, the undistributed net income allocated to the Series A Preferred Unit, and an offset amount for the allocation of Series A Preferred Unit issuance costs. The amount eliminated will be replaced by an equivalent amount in the Partnership's Common Unit capital account.

Generally, U.S. holders will be subject to U.S. federal income taxation when they receive cash from the Partnership with respect to units they tender. The treatment of the receipt of cash depends upon facts which may be unique to each holder. As to each foreign holder, U.S. federal income tax will be withheld unless such holder provides documentation pursuant to which the Tender and Information Agent, or other withholding agent, may determine that an exemption from, or reduction of, such withholding applies. All holders should read carefully the Offer to Purchase for additional information regarding certain tax issues and should consult their own tax advisor regarding the tax consequences of the Tender Offer.

The Offer to Purchase and the Letter of Transmittal contain important information that holders should read carefully before they make any decision with respect to the Tender Offer.

The information required to be disclosed by Rule 13e-4(d)(1) under the Exchange Act, is contained in the Offer to Purchase and is incorporated herein by reference.

Please direct any questions or requests for assistance to the Tender and Information Agent at its telephone number and address set forth below. Please also direct requests for copies of the Offer to Purchase, the Letter of Transmittal to the Tender and Information Agent. The Tender and Information Agent will promptly furnish to holders additional copies of these materials at the Partnership's expense. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Tender Offer.

THE TENDER AND INFORMATION AGENT FOR THE TENDER OFFER IS:

The Tender and Information Agent for the Tender Offer is:

D.F. King & Co., Inc.

48 Wall Street – 22nd Floor

New York, New York 10005

Unitholders may call toll-free: 800-669-5550

Banks and Brokers may call: 212-269-5550

Email: smlp@dfking.com

November 10, 2020