UNITED STATES
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) 413-4770
(Name, address and telephone number of person authorized to receive notices and communications on behalf of filing person)

Copies to:
Joshua Davidson
Clinton W. Rancher
Baker Botts L.L.P.
910 Louisiana Street
Houston, Texas 77002
(713) 229-1234

CALCULATION OF FILING FEE

Transaction Valuation*	Amount of Filing Fee
$115,562,337.67	$10,712.63

* Estimated solely for the purpose of calculating the registration fee. The transaction valuation upon which the filing fee was based was calculated as follows: the product of $805.61, the average of the bid and asked price of the Partnership's 9.50% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units, (the "Series A Preferred Units") as of December 9, 2021, and 143,447, the total amount of issued and outstanding Series A Preferred Units. The amount of the filing fee assumes that all of the outstanding Series A Preferred Units will be exchanged and is calculated pursuant to Rule 0-11(b) of the Securities Exchange Act of 1934, as amended.

☐ **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 "Exchange Offer") by Summit Midstream Partners, LP (the "Partnership") to exchange any and all of the Partnership's 9.50% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units (Liquidation Preference $1,000) (the "Series A Preferred Units") tendered in the Exchange Offer for newly issued common units representing limited partner interests in the Partnership (the "Common Units").**

In exchange for each Series A Preferred Unit properly tendered (and not validly withdrawn) prior to 11:59 p.m., New York City time, on January 12, 2022 (such time and date, as the same may be extended, the "**Expiration Date**") and accepted by the Partnership, participating holders of Series A Preferred Units will receive 38 Common Units (the "**Exchange Consideration**").

The Exchange Offer shall commence on the filing date hereof and shall expire on the Expiration Date. The Exchange Offer will be made upon the terms and subject to the conditions set forth in the offer to exchange (as it may be supplemented and amended from time to time, the "**Offer to Exchange**") 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 Exchange, the "**Offering Documents**"), which are filed as exhibits (a)(1)(i) and (a)(1)(ii) hereto.

The Exchange Offer is conditioned on, among other things, that (i) 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 Exchange 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 Exchange Offer or materially impair the contemplated benefits to us (as set forth under the section of the Offer to Exchange titled "The Exchange Offer — Purpose of the Exchange Offer") of the Exchange Offer, (ii) 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 Exchange Offer or materially impair the contemplated benefits to us of the Exchange Offer, or that is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition, assets, liabilities or prospects, (iii) 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 (iv) 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 Exchange titled "The Exchange Offer — Conditions to the Exchange Offer" for a complete description of the conditions of the Exchange Offer. We reserve the right to extend or terminate the Exchange Offer if any condition of the Exchange Offer is not satisfied and otherwise to amend the Exchange 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 Exchange in the sections titled “Questions and Answers About the Exchange Offer” and “Summary” 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 143,447 Series A Preferred Units issued and outstanding as of the date hereof, 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 Exchange in the section titled “Price Ranges of Series A Preferred Units and 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 owns the equity interest in its General Partner.

Name	Position with Summit Midstream GP, LLC
J. Heath Deneke	President and Chief Executive Officer, Chairman of the Board
Marc D. Stratton	Executive Vice President and Chief Financial Officer
James D. Johnston	Executive Vice President, General Counsel and Chief Compliance Officer
Robert M. Wohleber	Lead Independent Director
Lee Jacobe	Director
Robert McNally	Director
Jerry Peters	Director
James Cleary	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 Exchange in the sections titled "Questions and Answers About the Exchange Offer," "Summary," "The Exchange Offer," "Comparison of Rights Between Series A Preferred Units and Our Common Units," "Material U.S. Federal Income Tax Consequences of the Exchange Offer" and "Material U.S. Federal Income Tax Consequences of Common Unit Ownership," as well as the information set forth in the Letter of Transmittal, is 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 Exchange Offer.

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

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

The terms of the Common Units and the Series A Preferred Units are governed by the Fourth Amended and Restated Agreement of Limited Partnership of the Partnership, dated May 28, 2020 and filed as exhibit (d)(1) hereto.

The information set forth in the Offer to Exchange in the section titled "Comparison of Rights between Series A Preferred Units and Our Common Units" and "The Exchange Offer—Tender and Support Agreement" is incorporated herein by reference.

SMLP Long-Term Incentive Plan

The Partnership's 2012 Long-Term Incentive Plan ("**SMLP LTIP**") provides for equity awards to eligible officers, employees, consultants and directors of the Partnership, thereby linking the recipients' compensation directly to the Partnership's performance. The SMLP LTIP provides for the granting, from time to time, of unit-based awards, including common units, restricted units, phantom units, unit options, unit appreciation rights, distribution equivalent rights, profits interest units and other unit-based awards. Grants are made at the discretion of the board of directors of the General Partner (the "**Board of Directors**") or Compensation Committee of the Board of Directors. As of September 30, 2021, approximately 0.3 million common units (of the 1.0 million common units originally reserved) remained available for future issuance.

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

(a) Purposes.

The information set forth in the Offer to Exchange in the section titled "The Exchange Offer — Purpose of the Exchange Offer" is incorporated herein by reference.

(b) Use of Securities Acquired.

Any of the Series A Preferred Units acquired pursuant to the Exchange Offer will be cancelled, together with the accrued and unpaid distributions associated with such Series A Preferred Unit.

(c) Plans.

(1) None.

(2) None.

(3) The information set forth in the Offer to Exchange in the section titled "Questions and Answers About the Exchange Offer" is incorporated herein by reference.

(4) On August 4, 2021, Robert M. Wohleber, a member and Lead Independent Director of the Board of Directors, announced to the Board his intention to resign from the Board of Directors effective December 31, 2021. Mr. Wohleber has served on the Board of Directors since 2013 and as the Lead Independent Director since 2020. A replacement for Mr. Wohleber will be named at a later date.

(5) None.

(6) None.

(7) None.

(8) None.

(9) None.

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

(a) Source of Funds.

The information set forth in the Offer to Exchange in the sections titled "The Exchange Offer — Terms of the Exchange Offer" and "Questions and Answers About the Exchange Offer" are incorporated herein by reference. Assuming full participation in the Exchange Offer, the Partnership will issue approximately 5,450,986 Common Units as consideration for the Exchange Offer.

(b) Conditions.

The information set forth in the Offer to Exchange in the sections titled "The Exchange Offer — Terms of the Exchange Offer" and "Questions and Answers About the Exchange Offer" are incorporated herein by reference.

(c) 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 Exchange in the section titled "Information Agent and Depositary" is incorporated herein by reference. None of the Partnership, the General Partner, its Board of Directors, officers or employees, the information agent or the depositary is making any recommendation as to whether holders of Series A Preferred Units should tender their units for exchange in the Exchange Offer.

Item 10. ***Financial Statements.***

(a) Financial Information.

The financial statements and other information set forth under Part II, Item 8 of the Partnership's Annual Report on Form 10-K for the fiscal year ended December 31, 2020 and Part I, Item 1 of the Partnership's Quarterly Report on Form 10-Q for the three months ended March 31, 2021, the Partnership's Quarterly Report on Form 10-Q for the three months ended June 30, 2021 and the Partnership's Quarterly Report on Form 10-Q for the three months ended September 30, 2021 are incorporated by reference herein and may be accessed electronically on the SEC's website at *http://www.sec.gov*.

(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 Exchange in the section titled "The Exchange Offer — Conditions to the Exchange Offer" is incorporated herein by reference.

(b) Other Material Information.

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

Item 12. ***Exhibits.***

Exhibit	Description
(a)(1)(i)	Offer to Exchange, dated December 14, 2021.
(a)(1)(ii)	Form of Letter of Transmittal.
(a)(5)(i)	Press Release, dated December 14, 2021 (Incorporated by reference to Exhibit 99.1 to the Partnership's Current Report on Form 8-K filed on December 14, 2021).
(a)(5)(ii)	The Partnership's Annual Report on Form 10-K for the year ended December 31, 2020 (Incorporated herein by reference to the Partnership's filing with the SEC on March 4, 2021).
(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)	Summit Midstream Partners, LP 2012 Long-Term Incentive Plan (Incorporated herein by reference to Exhibit 10.2 to SMLP's Current Report on Form 8-K filed October 4, 2012).
(d)(4)	Tender and Support Agreement, dated December 14, 2021.
(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: December 14, 2021

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 Exchange

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

We are offering to exchange (the "**Exchange Offer**"), upon the terms and subject to the conditions set forth in this offer to exchange (as it may be supplemented and amended from time to time, this "**Offer to Exchange**") and the accompanying letter of transmittal (as supplemented and amended from time to time, the "**Letter of Transmittal**"), any and all of our 9.50% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units (Liquidation Preference $1,000) (the "**Series A Preferred Units**") tendered in the Exchange Offer for newly issued common units representing limited partner interests in us (the "**Common Units**").

In exchange for each Series A Preferred Unit properly tendered (and not validly withdrawn) prior to 11:59 p.m., New York City time, on January 12, 2022 (such time and date, as the same may be extended, the "**Expiration Date**") and accepted by us, participating holders of Series A Preferred Units will receive 38 Common Units (the "**Exchange Consideration**").

Several holders of the Series A Preferred Units have agreed to tender in the aggregate 46,178 Series A Preferred Units (representing 32.19% of the outstanding Series A Preferred Units) in the Exchange Offer, pursuant to a tender and support agreement (the "**Tender and Support Agreement**"). For additional detail regarding the Tender and Support Agreement, see "The Exchange Offer—Tender and Support Agreement."

Holders that tender Series A Preferred Units that are accepted for exchange 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 Exchange Offer.

The Exchange 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 Exchange Offer. In addition, you may withdraw any tendered Series A Preferred Units if we have not accepted them for exchange within 40 business days from the commencement of the Exchange Offer on December 14, 2021.

The Exchange Offer is conditioned on, among other things, that (i) 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 Exchange 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 Exchange Offer or materially impair the contemplated benefits to us (as set forth under "The Exchange Offer — Purpose of the Exchange Offer") of the Exchange Offer, (ii) 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 Exchange Offer or materially impair the contemplated benefits to us of the Exchange Offer, or that is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition, assets, liabilities or prospects, (iii) 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 (iv) 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 Exchange Offer — Conditions to the Exchange Offer" for a complete description of the conditions of the Exchange Offer. We reserve the right to extend or terminate the Exchange Offer if any condition of the Exchange Offer is not satisfied and otherwise to amend the Exchange Offer in any respect.

As of the close of business on December 10, 2021, 7,169,834 Common Units were outstanding and 143,447 Series A Preferred Units were outstanding. The last reported sale price of our Common Units on the New York Stock Exchange (the "**NYSE**") on December 13, 2021 was $26.66 per Common Unit.

Investing in the Common Units involves a high degree of risk. We urge you to carefully read the "Risk Factors" section beginning on page 12 before you make any decision regarding the Exchange Offer.

You must make your own decision whether to tender Series A Preferred Units in the Exchange Offer and, if so, the amount of Series A Preferred Units to tender. Neither we, Summit Midstream Partners GP, LLC, our general partner (the "**General Partner**"), its board of directors (the "**Board of Directors**"), officers or employees, the Information Agent, the Depositary nor any other person is making any recommendation as to whether or not you should tender your Series A Preferred Units for exchange in the Exchange Offer.

Neither the Securities and Exchange Commission (the "SEC") nor any state securities commission has approved or disapproved of the securities being offered in the Exchange Offer, or determined if the Offer to Exchange is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this Offer to Exchange is December 14, 2021.

Table of Contents

You should read this Offer to Exchange together with any written communication prepared by us or on our behalf in connection with this Exchange Offer together with the additional information described in this Offer to Exchange under the heading "Where You Can Find More Information And Incorporation By Reference." We have not authorized anyone to provide you with information or to make any representation in connection with the Exchange 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 Exchange 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 Information Agent, the Depositary or any other person. You should not assume that the information provided in the Exchange 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 Exchange. We are offering to exchange, and are seeking tenders of, these securities only in jurisdictions where the offers or tenders are permitted.

We are relying on Section 3(a)(9) of the Securities Act of 1933, as amended (the "**Securities Act**"), to exempt the Exchange Offer from the registration requirements of the Securities Act. When securities are exchanged for other securities of an issuer under Section 3(a)(9) of the Securities Act, the securities received assume the character of the exchanged securities for purposes of the Securities Act. We are also relying on Section 18(b)(1)(A) of the Securities Act to exempt the Exchange Offer from the registration and qualification requirements of state securities laws. We have no contract, arrangement or understanding relating to the payment of, and will not, directly or indirectly, pay any commission or other remuneration to any broker, dealer, salesperson, agent or any other person for soliciting tenders in the Exchange Offer. In addition, neither our financial advisors nor any broker, dealer, salesperson, agent or any other person is engaged or authorized to express any statement, opinion, recommendation or judgment with respect to the relative merits and risks of the Exchange Offer. Our General Partner, its Board of Directors, officers or employees may solicit tenders from holders of the Series A Preferred Units and will answer inquiries concerning the terms of the Exchange Offer, but they will not receive additional compensation for soliciting tenders or answering any such inquiries.

FORWARD-LOOKING STATEMENTS

Investors are cautioned that certain statements contained in this Offer to Exchange as well as in periodic press releases and certain oral statements made by our officers and employees during our presentations are forward-looking statements. 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, including, but not limited to, those described under the section entitled “Risk Factors” included herein.

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 Exchange 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 Exchange, or if earlier, as of the date they were made. The safe harbor provisions for forward-looking statements contained in 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 Exchange, including forward-looking statements from our Annual Report on Form 10-K, which is incorporated by reference into this Offer to Exchange. These risks and uncertainties include, among others:

- failure to consummate the Exchange 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 a result of political or economic measures taken by various countries or OPEC;
- the extent and success of our customers’ drilling and completion 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 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 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;
- our ability to comply with the terms of the agreements to resolve the U.S. federal and North Dakota state governments' environmental claims with respect to the release of produced water from a water pipeline operated by Meadowlark Midstream Company LLC, a subsidiary of the Partnership;
- 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 Exchange and in our other public filings, press releases and discussions with our management.

Developments in any of these areas could cause actual results to differ materially from those anticipated or projected or cause a significant reduction in the market price of our Common Units and Series A Preferred Units.

The foregoing list of risks and uncertainties may not contain all of the risks and uncertainties that could affect us. In addition, in light of these risks and uncertainties, the matters referred to in the forward-looking statements contained in this document may not in fact occur. Accordingly, undue reliance should not be placed on these statements. We undertake no obligation to publicly update or revise any forward-looking statements as a result of new information, future events or otherwise, except as otherwise required by law.

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 Exchange, including the "Risk Factors" section herein, and Part I, "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2020 and Part II. "Item 1A. Risk Factors" in our Quarterly Report on Form 10-Q for the three months ended March 31, 2021, our Quarterly Report on Form 10-Q for the three months ended June 30, 2021 and our Quarterly Report on Form 10-Q for the three months ended September 30, 2021 and our other filings with the SEC.

WHERE YOU CAN FIND MORE INFORMATION AND INCORPORATION BY REFERENCE

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 Exchange and you should not consider information contained on our website as part of this Offer to Exchange.

We "incorporate by reference" information into this Offer to Exchange, 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 Exchange, except for any information expressly superseded by information contained in this Offer to Exchange. You should not assume that the information in this Offer to Exchange is current as of the date other than the date on the cover page of this Offer to Exchange.

We incorporate by reference in this Offer to Exchange 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 fiscal year ended December 31, 2020, as filed with the SEC on March 4, 2021, as subsequently amended by our Annual Report on Form 10-K/A for the year ended December 31, 2020, as filed with the SEC on April 26, 2021;
- Our Quarterly Reports on Form 10-Q for the three months ended March 31, 2021, as filed with the SEC on May 7, 2021, for the three months ended June 30, 2021, as filed with the SEC on August 9, 2021, and for the three months ended September 30, 2021, as filed with the SEC on November 5, 2021;
- Our Current Reports on Form 8-K, as filed with the SEC on February 5, 2021, March 12, 2021, April 15, 2021, October 13, 2021 and October 19, 2021 (excluding any information furnished pursuant to Item 2.02 or Item 7.01 of any such Current Report on Form 8-K); and
- The description of our Common Units contained in our Registration Statement on Form 8-A, as filed with the SEC on September 26, 2012, including any subsequent amendments or reports filed for the purpose of updating such description.

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

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 Exchange will be incorporated by reference in this Offer to Exchange 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 Exchange 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 Exchange.

You may request a copy of any document incorporated by reference in this Offer to Exchange 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 statement on Schedule TO, which contains additional information with respect to the Exchange 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 Tender Offer Statement on Schedule TO (the "**Schedule TO**") to report any material changes in the terms of the Exchange Offer and to report the final results of the Exchange Offer as required by Exchange Act Rules 13e-4(c)(3) and 13e-4(c)(4).

QUESTIONS AND ANSWERS ABOUT THE EXCHANGE OFFER

These answers to questions that you may have as a holder of the Series A Preferred Units, as well as the summary that follows, highlight selected information included elsewhere or incorporated by reference in this Offer to Exchange. To fully understand the Exchange Offer and the other considerations that may be important to your decision about whether to participate in the Exchange Offer, you should carefully read this Offer to Exchange in its entirety, including the section entitled "Risk Factors," as well as the information incorporated by reference in this Offer to Exchange. For further information about us, see the section of this Offer to Exchange entitled "Where You Can Find More Information and Incorporation by Reference."

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

Why are we making the Exchange Offer?

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

- Successful completion of the Exchange Offer would reduce (if fewer than all Series A Preferred Units are exchanged) or eliminate (if all Series A Preferred Units are exchanged) the requirement that we pay or accrue distributions on the Series A Preferred Units (which as of December 15, 2021 will be approximately $29.2 million in the aggregate) before making any distributions on the Common Units, which we believe will improve our ability to resume distributions on our Common Units in the future and consequently improve the market price of our Common Units and our ability to raise capital.
- Successful completion of the Exchange Offer would reduce (if fewer than all Series A Preferred Units are exchanged) or eliminate (if all Series A Preferred Units are exchanged) the Series A Preferred Units' approximately $143.4 million stated liquidation preference and, if all Series A Preferred Units are exchanged, simplify our capital structure.
- Successful completion of the Exchange Offer would increase the number of common units outstanding, which we believe will also increase trading volume of the common units, improving trading liquidity for investors.
- Issuing only Common Units in the Exchange Offer preserves cash for other strategic initiatives, including debt reduction and additional liability management transactions to further enhance the value of our Common Units and improve our credit profile.

The Exchange Offer also provides holders of Series A Preferred Units the opportunity to enhance trading liquidity and gain exposure to common equity at a premium to the market price of the Series A Preferred Units of $207.48 as of December 13, 2021.

While we believe the Exchange Offer provides benefits to the Partnership and the holders of Series A Preferred Units, the Exchange 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 Exchange Offer will not be the same for all holders.

How many Series A Preferred Units are you offering to exchange in the Exchange Offer?

We are offering to exchange any and all of the Series A Preferred Units currently outstanding in the Exchange Offer for the Exchange Consideration. As of December 10, 2021, 143,447 Series A Preferred Units were outstanding.

What will the holder receive in the Exchange Offer if the Series A Preferred Units are validly tendered and accepted by us?

In exchange for each Series A Preferred Unit properly tendered (and not validly withdrawn) prior to the Expiration Date and accepted by us, participating holders of Series A Preferred Units will receive the Exchange Consideration.

We will not issue fractional Common Units in the Exchange Offer. See "The Exchange Offer — Fractional Common Units."

The last reported sale price of our Common Units on the NYSE on December 13, 2021 was $26.66 per Common Unit. Our Common Units are listed on the NYSE under the symbol "SMLP."

Your right to receive the Exchange Consideration in the Exchange Offer is subject to all of the conditions set forth in this Offer to Exchange and the related Letter of Transmittal.

Will the Common Units to be issued in the Exchange Offer be freely tradable?

Yes, provided that you are not an affiliate of the Partnership and did not receive your securities from an affiliate of the Partnership.

How will the Exchange Offer affect the trading market for the Series A Preferred Units that are not accepted for exchange?

If the number of Series A Preferred Units that remain outstanding after the Exchange 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 Exchange 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.

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

If your Series A Preferred Units are properly tendered and accepted for exchange pursuant to the Exchange Offer, you will lose the rights of a holder of such Series A Preferred Unit, which are described below in this Offer to Exchange. For example, you would lose the right to receive semi-annual cash distributions, including previously accumulated and unpaid distributions, when, as and if declared by our General Partner on such Series A Preferred Units. We have not made a distribution on our Common Units or Series A Preferred Units since we announced suspension of those distributions on May 3, 2020. Unpaid distributions on the Series A Preferred Units will continue to accrue with respect to Series A Preferred Units not tendered or not accepted in exchange for Common Units pursuant to the Exchange Offer, meaning you will not be able to receive distributions on your Common Units received in the Exchange Offer until all current and accumulated distributions on the Series A Preferred Units remaining outstanding following the Exchange Offer have been paid. We are under no obligation to resume distributions in the future and would only resume distributions on our Series A Preferred Units in the event that we are able to do so and the Board of Directors approves doing so.

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 to make decisions with respect to payment of distributions on the Series A Preferred Units and Common Units on a semi-annual or quarterly basis, as applicable, based on the required payment date. We are not obligated to pay distributions on our Series A Preferred Units or our Common Units and do not intend to do so for the foreseeable future; furthermore, there are restrictions under the terms of our outstanding indebtedness on our ability to pay distributions on our units.

May I exchange only a portion of the Series A Preferred Units that I hold?

Yes. You do not have to exchange all of your Series A Preferred Units to participate in the Exchange Offer.

Is there a maximum amount of Series A Preferred Units that may be exchanged in the Exchange Offer?

No. We will accept for exchange any and all Series A Preferred Units properly tendered (and not validly withdrawn) prior to the Expiration Date.

If the Exchange Offer is consummated and I do not participate or I do not exchange 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 Exchange Offer will not change as a result of the Exchange Offer, except that Series A Preferred Units will lose their right to approve the issuance of additional parity securities. See “Risk Factors—The issuance of Common Units in this Exchange Offer will dilute existing ownership interests. Furthermore, we may issue additional units without unitholder approval, which would further dilute existing ownership interests.”

What do you intend to do with the Series A Preferred Units that are exchanged in the Exchange Offer?

Series A Preferred Units accepted for exchange by us in the Exchange Offer will be cancelled.

Are you making a recommendation regarding whether I should participate in the Exchange Offer?

No, we are not making any recommendation regarding whether you should tender or refrain from tendering your Series A Preferred Units for exchange in the Exchange Offer. Accordingly, you must make your own determination as to whether to tender your Series A Preferred Units for exchange in the Exchange Offer and, if so, the number of units to tender. Before making your decision, we urge you to read this Offer to Exchange carefully in its entirety, including the information set forth in the section of this Offer to Exchange entitled “Risk Factors,” and the other documents incorporated by reference in this Offer to Exchange.

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

In deciding whether to participate in the Exchange Offer, you should carefully consider the discussion of risks and uncertainties affecting our business, the Series A Preferred Units and our Common Units that are described in the section entitled “Risk Factors” of this Offer to Exchange and our Annual Report on Form 10-K for the fiscal year ended December 31, 2020, filed with the SEC on March 4, 2021, our Quarterly Report on Form 10-Q for the three months ended March 31, 2021, as filed with the SEC on May 7, 2021, our Quarterly Report on Form 10-Q for the three months ended June 30, 2021, as filed with the SEC on August 9, 2021, and our Quarterly Report on Form 10-Q for the three months ended September 30, 2021, as filed with the SEC on November 5, 2021 and our other filings with the SEC.

What are the conditions to the Exchange Offer?

The Exchange Offer is subject to the satisfaction of certain conditions. See “The Exchange Offer — Conditions to the Exchange Offer” for a complete description of the conditions of the Exchange Offer.

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

When does the Exchange Offer expire?

The Exchange Offer will expire at 11:59 p.m., New York City time, on the Expiration Date, unless extended or earlier terminated by us.

Under what circumstances can the Exchange Offer be extended, amended or terminated?

We reserve the right to extend the Exchange 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 Exchange Offer in any respect prior to the Expiration Date. Further, we may be required by law to extend the Expiration Date if we make a material change in the terms of the Exchange Offer or in the information contained in this Offer to Exchange or waive a material condition to the Exchange Offer. During any extension of the Exchange Offer, Series A Preferred Units that were previously tendered for exchange pursuant to the Exchange Offer and not validly withdrawn will remain subject to the Exchange Offer. We reserve the right, in our sole and absolute discretion, to terminate the Exchange Offer at any time prior to the Expiration Date if any condition is not met. If the Exchange Offer is terminated, no Series A Preferred Units tendered in the Exchange Offer will be accepted for exchange and any Series A Preferred Units that have been tendered for exchange will be returned to the holder promptly after the termination at our expense. For more information regarding our right to extend, amend or terminate the Exchange Offer, see the section of this Offer to Exchange entitled “The Exchange Offer — Expiration Date; Extension; Termination; Amendment.”

How will I be notified if the Exchange Offer is extended, amended or terminated?

We will issue a press release or otherwise publicly announce any extension, amendment or termination of the Exchange 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 Exchange Offer, see the section of this Offer to Exchange entitled “The Exchange Offer — Expiration Date; Extension; Termination; Amendment.”

We will also make a public announcement of the preliminary results of the Exchange Offer by issuing a press release no later than 9:00 a.m., New York City time, on the third business day before the scheduled Expiration Date.

What will happen to the distributions in arrears of participating holders of Series A Preferred Units?

If a holder participates in the Exchange Offer, such holder will agree to waive any claim to all accumulated and unpaid distributions in arrears, which will be approximately $29.2 million in the aggregate as of December 15, 2021, and give up all other rights associated with the Series A Preferred Units accepted in the Exchange Offer, including receipt of any future distributions and the liquidation preference.

When does the Partnership plan to pay distributions in arrears on the Series A Preferred Units?

The Board of Directors of the General Partner plans to make decisions with respect to payment of distributions on the Series A Preferred Units on a semiannual basis, based on the required payment date. We are not obligated to pay distributions on our Series A Preferred Units or our Common Units and do not intend to do so for the foreseeable future; furthermore, there are restrictions under the terms of our outstanding indebtedness on our ability to pay distributions on our Series A Preferred Units and Common Units.

We have not made a distribution on our Common Units or Series A Preferred Units since we announced suspension of those distributions on May 3, 2020. Unpaid distributions on the Series A Preferred Units will continue to accrue with respect to Series A Preferred Units not tendered or not accepted in exchange for

Common Units pursuant to the Exchange Offer, meaning you will not be able to receive distributions on your Common Units received in the Exchange Offer until all current and accumulated distributions on the Series A Preferred Units remaining outstanding following the Exchange Offer have been paid.

Are your results of operations and financial condition relevant to my decision to tender my Series A Preferred Units for exchange in the Exchange Offer?

Yes. The price of our Common Units is closely linked to our results of operations and financial condition. For information about our results of operations and financial condition, please refer to our filings with the SEC, including the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2020, as filed with the SEC on March 4, 2021, and our Quarterly Report on Form 10-Q for the three months ended March 31, 2021, as filed with the SEC on May 7, 2021, our Quarterly Report on Form 10-Q for the three months ended June 30, 2021, as filed with the SEC on August 9, 2021 and our Quarterly Report on Form 10-Q for the three months ended September 30, 2021, as filed with the SEC on November 5, 2021 and on other filings with the SEC.

What is the accounting treatment of the Exchange Offer?

For each Series A Preferred Unit that is exchanged in the Exchange Offer, we will eliminate from our Series A Preferred Unit equity account an amount equal to the sum of $1,000, the accrued and unpaid distributions 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.

Will you receive any cash proceeds from the Exchange Offer?

No. We will not receive any cash proceeds from the Exchange Offer.

How do I tender my Series A Preferred Units for exchange in the Exchange 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 Exchange 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 The Depository Trust Company ("**DTC**"), you may electronically transmit your acceptance through DTC's Automated Tender Offer Program ("**ATOP**"). See the section of this Offer to Exchange entitled "The Exchange Offer — Procedures for Tendering Series A Preferred Units" and "The Exchange Offer — The Depository Trust Company Book-Entry Transfer Procedures."

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

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

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 Exchange or otherwise, the units not accepted by us will be returned to you, at our expense, promptly after the expiration or termination of the Exchange Offer by book-entry transfer to your account at DTC, as applicable.

Until when may I withdraw Series A Preferred Units previously tendered for exchange?

If not previously returned, you may withdraw Series A Preferred Units that were previously tendered for exchange at any time prior to the expiration of the Exchange Offer. In addition, you may withdraw any Series A Preferred Units that you tender that are not accepted for exchange by us after the expiration of 40 business days

from the commencement of the Exchange Offer, if such Series A Preferred Units have not been previously returned to you. For more information, see the section of this Offer to Exchange entitled “The Exchange Offer — Withdrawal Rights.”

How do I withdraw Series A Preferred Units previously tendered for exchange in the Exchange Offer?

For a withdrawal to be effective, the Depositary 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 the section of this Offer to Exchange entitled “The Exchange Offer — Withdrawal Rights.”

Will I have to pay any fees or commissions if I tender my Series A Preferred Units for exchange in the Exchange Offer?

You will not be required to pay any fees or commissions to us or the Depositary in connection with the Exchange 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.

With whom may I talk if I have questions about the Exchange Offer?

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

SUMMARY

The following summary contains basic information about us and the Exchange Offer. It may not contain all of the information that is important to you and it is qualified in its entirety by the more detailed information included or incorporated by reference in this Offer to Exchange. You should carefully consider the information contained in and incorporated by reference in this Offer to Exchange, including the information set forth under the heading "Risk Factors" in this Offer to Exchange. In addition, certain statements include forward-looking information that involves risks and uncertainties. See "Forward-Looking Statements."

The Partnership

We are a value-driven 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.

Summary Terms of the Exchange Offer

The material terms of the Exchange Offer are summarized below. In addition, we urge you to read the detailed descriptions in the sections of this Offer to Exchange entitled "The Exchange Offer" and "Comparison of Rights Between Series A Preferred Units and Our Common Units."

Offeror	Summit Midstream Partners, LP.
Exchange Consideration	We are offering to exchange, upon the terms and subject to the conditions set forth in this Offer to Exchange and the accompanying Letter of Transmittal, any and all of our Series A Preferred Units. In exchange for each Series A Preferred Unit properly tendered (and not validly withdrawn) by the Expiration Date and accepted by us, participating holders of Series A Preferred Units will receive 38 Common Units. Holders that tender Series A Preferred Units that are accepted for exchange 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 Exchange Offer.
Fractional Common Units	We will not issue fractional Common Units in the Exchange Offer. See "The Exchange Offer — Fractional Common Units."
Expiration Date	The Exchange Offer will expire at 11:59 p.m., New York City time, on January 12, 2022, unless extended or earlier terminated by us. See "The Exchange Offer — Expiration Date; Extension; Termination; Amendment."
Withdrawal; Non-Acceptance	You may withdraw Series A Preferred Units tendered in the Exchange Offer at any time prior to the expiration of the Exchange Offer. In addition, if not previously returned, you may withdraw any Series A Preferred Units tendered in the Exchange Offer that are not accepted by us for exchange after the expiration of 40 business days after the commencement of the Exchange Offer. To withdraw previously tendered Series A Preferred Units, you are required to submit a notice of withdrawal to the Depositary in accordance with the procedures described herein and in the Letter of Transmittal. If we decide for any reason not to accept any Series A Preferred Units tendered for exchange, the units will be returned to the tendering holder at our expense promptly after the expiration or termination of the Exchange Offer. Any withdrawn or unaccepted Series A Preferred Units that were tendered through ATOP will be credited to the tendering holder's account at DTC. For further information regarding the withdrawal of tendered Series A Preferred Units, see "The Exchange Offer — Withdrawal Rights."

Settlement Date	We will issue Common Units in exchange for Series A Preferred Units that are accepted for exchange promptly after the applicable Expiration Date.
Transfer Restrictions	The Series A Preferred Units were issued in an offering registered under the Securities Act, and therefore are not subject to resale restrictions (other than any Series A Preferred Units held by our affiliates). The Exchange Offer is being conducted in accordance with Section 3(a)(9) of the Securities Act. Section 3(a)(9) of the Securities Act provides an exemption from registration for any security exchanged by an issuer with its existing security holders exclusively where no commission or other remuneration is paid or given directly or indirectly for soliciting such exchange. When securities are exchanged for other securities of an issuer under Section 3(a)(9), the securities received assume the character of the exchanged securities for purposes of the Securities Act. Accordingly, the Common Units issued in exchange for Series A Preferred Units would be free of resale restrictions if held by persons that are not "affiliates" of ours within the meaning of Rule 405 of the Securities Act.
Holders Eligible to Participate in the Exchange Offer	All holders of Series A Preferred Units are eligible to participate in the Exchange Offer. See "The Exchange Offer — Terms of the Exchange Offer."
Conditions to the Exchange Offer	The Exchange Offer is subject to the satisfaction of certain conditions. For a complete description of the conditions of the Exchange Offer see "The Exchange Offer — Conditions to the Exchange Offer."
Procedures for Tendering Series A Preferred Units	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 Exchange 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 DTC participant, you may electronically transmit your acceptance through DTC's ATOP. See "The Exchange Offer — Procedures for Tendering Series A Preferred Units" and "The Exchange Offer — The Depository Trust Company Book-Entry Transfer Procedures." For further information on how to tender Series A Preferred Units, contact the Information Agent or the Depositary at the telephone number set forth on the back cover of this Offer to Exchange or consult your broker, dealer, commercial bank, trust company or other nominee for assistance.
Amendment and Termination	We have the right to terminate or withdraw, in our sole discretion, the Exchange Offer at any time and for any reason if the conditions to the Exchange Offer are not met by the Expiration Date. We reserve the right, subject to applicable law, (i) to waive certain of the conditions of the Exchange Offer on or prior to the Expiration Date and (ii) to

	amend the terms of the Exchange Offer. In the event that the Exchange Offer is terminated, validly withdrawn or otherwise not consummated on or prior to the Expiration Date, no consideration will be paid or become payable to holders who have properly tendered their Series A Preferred Units pursuant to the Exchange Offer. In any such event, the units previously tendered pursuant to the Exchange Offer will be promptly returned to the tendering holders. See "The Exchange Offer — Expiration Date; Extension; Termination; Amendment."
Tender and Support Agreement	Several holders of the Series A Preferred Units have agreed to tender in the aggregate 46,178 Series A Preferred Units (representing 32.19% of the outstanding Series A Preferred Units) in the Exchange Offer, pursuant to the Tender and Support Agreement. For additional detail regarding the Tender and Support Agreement, see "The Exchange Offer—Tender and Support Agreement."
Consequences of Failure to Exchange Series A Preferred Units	Series A Preferred Units not accepted for exchange in the Exchange Offer will remain outstanding after consummation of the Exchange Offer and distributions will continue to accumulate in accordance with the terms of the Series A Preferred Units. If a sufficiently large number of Series A Preferred Units do not remain outstanding after the Exchange Offer, 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 the Series A Preferred Units. See "The Exchange Offer — Consequences of Failure to Exchange Series A Preferred Units in the Exchange Offer."
Material U.S. Federal Income Tax Consequences of the Exchange Offer	The Partnership intends to treat the exchange of Series A Preferred Units for our Common Units in the Exchange Offer as an exchange or a readjustment of Partnership items that does not result in the recognition of taxable gain or loss to the holders of our Series A Preferred Units. See "Material U.S. Federal Income Tax Consequences of the Exchange Offer." Holders of Series A Preferred Units are encouraged to consult their own tax advisors for a full understanding of the tax consequences of participating in the Exchange Offer.
Brokerage Commissions	No brokerage commissions are payable by the holders of the Series A Preferred Units to the Depositary or us. If your Series A Preferred Units are held through a broker or other nominee who tenders the units on your behalf, your broker or nominee may charge you a commission for doing so. You should consult with your broker or nominee to determine whether any charges will apply.
Use of Proceeds	We will not receive any cash proceeds from the Exchange Offer.
No Appraisal Rights	Holders of Series A Preferred Units have no appraisal rights in connection with the Exchange Offer.

Risk Factors	Your decision whether to participate in the Exchange Offer and to exchange your Series A Preferred Units for the Exchange Consideration will involve risk. You should be aware of and carefully consider the risk factors set forth in "Risk Factors," along with all of the other information provided or referred to in this Offer to Exchange and the documents incorporated by reference herein, before deciding whether to participate in the Exchange Offer.
Information Agent	D.F. King & Co., Inc.
Depositary	American Stock Transfer & Trust Company, LLC
Further Information	If you have questions about the terms of the Exchange Offer or the procedures for tendering Series A Preferred Units in the Exchange Offer or require assistance in tendering your Series A Preferred Units, please contact the Information Agent or the Depositary. The contact information for the Information Agent and the Depositary is set forth on the back cover page of this Offer to Exchange. If you would like additional copies of this Offer to Exchange, our annual, quarterly and current reports and other information that we incorporate by reference in this Offer to Exchange, please contact either the Information Agent or Depositary or Investor Relations at the Partnership. The Partnership has posted the documentation on its website at *www.summitmidstream.com*. See "Where You Can Find More Information and Incorporation by Reference."

RISK FACTORS

In addition to the other information contained in this Offer to Exchange and the information incorporated by reference herein, you should consider carefully the following risk factors before considering whether to participate in the Exchange Offer. In addition to the risks identified below, please carefully read the risk factors and other information contained in our filings with the SEC, including our Annual Report on Form 10-K for the fiscal year ended December 31, 2020, as filed with the SEC on March 4, 2021, our Quarterly Report on Form 10-Q for the three months ended March 31, 2021, as filed with the SEC on May 7, 2021, our Quarterly Report on Form 10-Q for the three months ended June 30, 2021, as filed with the SEC on August 9, 2021, and our Quarterly Report on Form 10-Q for the three months ended September 30, 2021, as filed with the SEC on November 5, 2021. If any of the events described in those filings or the following events actually occur, our business, results of operations, financial condition, cash flows or prospects could be materially adversely affected, which in turn could adversely affect the trading price of our Series A Preferred Units and our Common Units. You may lose all or part of your investment.

Risks Related to the Exchange Offer

Upon consummation of the Exchange Offer, holders who tender their Series A Preferred Units in exchange for Common Units will lose their rights under the Series A Preferred Units exchanged in the Exchange 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 in exchange for Common Units pursuant to the Exchange Offer and your Series A Preferred Units are exchanged in the Exchange 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.

We have not made a distribution on our Common Units or Series A Preferred Units since we announced suspension of those distributions on May 3, 2020. Unpaid distributions on the Series A Preferred Units will continue to accrue with respect to Series A Preferred Units not tendered or not accepted in exchange for Common Units pursuant to the Exchange Offer, meaning you will not be able to receive distributions on your Common Units received in the Exchange Offer until all current and accumulated distributions on any Series A Preferred Units remaining outstanding following the Exchange Offer have been paid. We are under no obligation to resume distributions in the future and would only resume distributions on our Series A Preferred Units in the event that we are able to do so and the Board of Directors approves doing so.

Any of our Common Units that are issued upon exchange of the Series A Preferred Units properly tendered (and not validly withdrawn) in the Exchange Offer will be, by definition, junior to the claims of the holders of any Series A Preferred Units remaining outstanding after the Exchange Offer. See “Comparison of Rights Between Series A Preferred Units and Our Common Units.” Assuming that the only Series A Preferred Units tendered in the Exchange Offer are the Series A Preferred Units subject to the Tender and Support Agreement, 97,269 Series A Preferred Units would remain outstanding following the completion of the Exchange Offer. A holder of Series A Preferred Units that participates in the Exchange Offer will become subject to all of the risks and uncertainties associated with ownership of our Common Units. These risks may be different from and greater than those associated with holding the Series A Preferred Units.

The Exchange Consideration is fixed and is not subject to adjustment. The market price of our Series A Preferred Units may fluctuate, and you cannot be sure of the value of the Common Units expected to be issued in the Exchange Offer.

In exchange for each Series A Preferred Unit properly tendered (and not validly withdrawn) and accepted by us, participating holders of Series A Preferred Units will receive the Exchange Consideration. The Exchange Consideration will not be adjusted due to any increases or decreases in the market price of the Series A Preferred Units or our Common Units. The value of the Common Units received in the Exchange Offer will depend upon the market price of a Common Unit on the settlement date. The trading price of the Common Units will likely be different on the settlement date than it is as of the date the Exchange Offer commences because of ordinary trading fluctuations as well as changes in our business, operations or prospects, market reactions to the Exchange Offer, general market and economic conditions and other factors, many of which may not be within our control. Accordingly, holders of the Series A Preferred Units will not know the exact market value of the Common Units that will be issued in connection with the Exchange Offer. In addition, the market value of our Common Units will fluctuate after the consummation of the Exchange Offer.

We may extend the Exchange Offer, during which time the market value of our Common Units will likely fluctuate further. See "The Exchange Offer — Expiration Date; Extension; Termination; Amendment." Promptly following our acceptance of Series A Preferred Units properly tendered (and not validly withdrawn) in the Exchange Offer, we will issue the Common Units pursuant to the Exchange Offer, and after this issuance, the value of the Common Units will also likely fluctuate.

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

In the future, we may acquire Series A Preferred Units that are not accepted in the Exchange Offer through open market purchases, redemptions, 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 value of the Common Units being exchanged for the Series A Preferred Units in the Exchange Offer 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 outstanding Series A Preferred Units following the Exchange Offer, and the market prices for outstanding Series A Preferred Units may therefore decline or become more volatile.

If the Exchange Offer is consummated, the number of outstanding Series A Preferred Units will be reduced, perhaps substantially, which may adversely affect the liquidity of outstanding Series A Preferred Units following the Exchange Offer. 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 any Series A Preferred Units that are not exchanged in the Exchange Offer may be adversely affected. The reduced float also may tend to make the market prices of any Series A Preferred Units that are not accepted for exchange more volatile.

Neither the Partnership's management team, nor the Board of Directors, has made a recommendation as to whether you should tender your Series A Preferred Units in exchange for the Exchange Consideration, and we have not obtained a third-party determination that the Exchange Offer is fair to holders of the Series A Preferred Units.

Neither the Partnership's management team, nor the Board of Directors has made, nor will they make, any recommendation as to whether holders of the Series A Preferred Units should tender their Series A Preferred

Units in exchange for the Exchange Consideration. 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 Exchange Offer, or preparing a report or making any recommendation concerning the fairness of the Exchange Offer to the Partnership or the holders of Series A Preferred Units.

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

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

The market price of our Common Units may fluctuate significantly and, due to limited daily trading volumes, an investor could lose all or part of its investment in us.

The market price for our Common Units has varied between a high of $41.25 and a low of $12.57, between January 1, 2021 and the date hereof. This volatility may affect the price at which you can sell the Common Units you receive in the Exchange Offer, and the sale of substantial amounts of our Common Units could adversely affect the price of our Common Units. Additionally, limited liquidity may result in wide bid-ask spreads, contribute to significant fluctuations in the market price of the Common Units and limit the number of investors who are able to buy the Common Units.

The market price of our Common Units may decline and be influenced by many factors, some of which are beyond our control, including among others:

- our quarterly distributions, if any;
- our quarterly or annual earnings or those of other companies in our industry;
- the loss of a large customer;
- announcements by our customers or others regarding our customers or changes in our customers' credit ratings, liquidity position, leverage profile and/or other financial or credit-related metrics;
- announcements by our competitors of significant contracts or acquisitions;
- changes in accounting standards, policies, guidance, interpretations or principles;
- general economic and geopolitical conditions;
- the failure of securities analysts to cover our Common Units or changes in financial estimates by analysts; and
- other factors described or referenced in these Risk Factors.

The issuance of Common Units in this Exchange Offer will dilute existing ownership interests. Furthermore, we may issue additional units without unitholder approval, which would further dilute existing ownership interests.

The Partnership will issue up to an additional 5,450,986 Common Units in the Exchange Offer if all Series A Preferred Units are tendered and, due to commitments from certain holders to tender 46,178 Series A Preferred Units in the Exchange Offer, we expect to issue no fewer than 1,754,764 Common Units in the Exchange Offer.

Except in the case of the issuance of units that rank equal to or senior to the Series A Preferred Units, our Partnership Agreement (as defined below) does not limit the number of additional limited partner interests, including limited partner interests that rank senior to the Common Units, that we may issue at any time without

the approval of our unitholders. Additionally, any future issuance of additional Common Units or other securities, including to affiliates, will not be subject to the NYSE's shareholder approval rules. Accordingly, unitholders do not have the same protections afforded to certain corporations that are subject to all of the NYSE corporate governance requirements.

Upon the consummation of this Exchange Offer, due to commitments from certain holders to tender 46,178 Series A Preferred Units in the Exchange Offer, we expect to have outstanding Series A Preferred Units having an issue price of less than $100 million, as a result of which we may issue additional securities in parity with the Series A Preferred Units without any vote of the holders of the Series A Preferred Units (except where the cumulative distributions on the Series A Preferred Units or any parity securities are in arrears) and without the approval of holders of our Common Units (the "**Common Unitholders**").

The issuance by us of additional Common Units or other equity securities of equal or senior rank will decrease our existing unitholders' proportionate ownership interest in us. In addition, the issuance by us of additional Common Units or other equity securities of equal or senior rank may have the following effects:

- decreasing the amount of cash available for distribution on each unit;
- increasing the ratio of taxable income to distributions;
- diminishing the relative voting strength of each previously outstanding unit; and
- causing the market price of the common units to decline.

Future issuances and sales of parity securities, or the perception that such issuances and sales could occur, may cause prevailing market prices for our Common Units and the Series A Preferred Units to decline and may adversely affect our ability to raise additional capital in the financial markets at times and prices favorable to us.

Furthermore, the payment of distributions on any additional units may increase the risk that we will not be able to make distributions at our prior per unit distribution levels. To the extent new units are senior to our Common Units, including units issued to third parties at a subsidiary level, their issuance will increase the uncertainty of the payment of distributions on our Common Units.

The tax treatment of our Series A Preferred Units and the Exchange 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 Exchange 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 continue to treat, our Series A Preferred Units as partnership interests, the holders of our Series A Preferred Units as partners and the Exchange Offer as a generally tax-free transaction. 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 Exchange Offer would be different from those described below under the heading "Material U.S. Federal Income Tax Consequences of the Exchange Offer". Please read "Material U.S. Federal Income Tax Consequences of the Exchange Offer — Tax Character of Series A Preferred Units."

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 Exchange 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 within the meaning of Section 7704 of the Code 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 Exchange Offer, but there can be no assurance that this will be the case. Please read "Material U.S. Federal Income Tax Consequences of Common Unit Ownership — Partnership Status."

USE OF PROCEEDS

We will not receive any cash proceeds from the Exchange Offer.

CAPITALIZATION

The following table sets forth our capitalization as of September 30, 2021 on:

- An actual basis;
- An as-adjusted basis to give effect to (i) the issuance and sale of $700.0 million aggregate principal amount of 8.500% Senior Secured Second Lien Notes due 2026 (the "**2026 Secured Notes**"), which occurred on November 2, 2021, (ii) the execution of the new $400.0 million asset-based revolving credit facility (the "**ABL Facility**") and borrowings of $300.0 million thereunder, which occurred on November 2, 2021 and (iii) the redemption of the 5.50% Senior Notes due 2022 (the "**2022 Senior Notes**"), which occurred on November 12, 2021; and
- An as-further-adjusted basis assuming the exchange of the 46,178 Series A Preferred Units that have been committed to be exchanged in the Exchange Offer pursuant to the Tender and Support Agreement.

You should read this table in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained in our Annual Report on Form 10-K for the fiscal year ended December 31, 2020, our Quarterly Report on Form 10-Q for the three months ended March 31, 2021, our Quarterly Report on Form 10-Q for the three months ended June 30, 2021 and our Quarterly Report on Form 10-Q for the three months ended September 30, 2021, and our historical financial statements and related notes, which are incorporated by reference in this Offer to Exchange.

	As of September 30, 2021		
	Actual	As Adjusted	As Further Adjusted
	(In thousands)		
Cash and cash equivalents	$ 5,505	$ 15,431	$ 15,341
Debt:			
ABL Facility	$ —	$ 300,000	$ 300,000
Revolving Credit Facility(1)	725,000	—	—
Permian Transmission Credit Facilities(2)	107,000	107,000	107,000
5.50% Senior Notes due 2022(3)(4)	234,047	—	—
5.75% Senior Notes due 2025(3)	259,463	259,463	259,463
8.500% Senior Secured Second Lien Notes due 2026(3)	—	700,000	700,000
Total long-term debt	1,325,510	1,366,463	1,366,463
Mezzanine Capital:			
Subsidiary Series A Preferred Units	101,932	101,932	101,932
Total mezzanine capital	101,932	101,932	101,932
Partners' Capital:			
Series A Preferred Units(5)	165,823	165,823	112,442
Common limited partner capital(6)	758,275	758,275	811,656
Total partners' capital	924,098	924,098	924,098
Total capitalization and other obligations	$ 2,351,540	$ 2,392,493	$ 2,392,493
SMLP Common Units outstanding(7)	7,170	7,170	8,925

(1) Summit Midstream Holdings, LLC's ("**Summit Holdings**") cash flow-based Revolving Credit Facility due May 2022 was repaid in full on November 2, 2021, upon the issuance of the 2026 Secured Notes and entry into the ABL Facility.

(2) As of September 30, 2021, the Partnership's unrestricted subsidiary, Summit Permian Transmission, LLC, had drawn $107.0 million under the Permian Transmission Credit Facilities to fund capital calls.

(3) Reflects the principal amount of the note series rather than the carrying amount, which is presented net of unamortized debt issuance costs.

(4) The indenture governing Summit Holdings and Summit Midstream Finance Corp.'s (together with Summit Holdings, the "**Co-Issuers**") 2022 Senior Notes was satisfied and discharged as of November 2, 2021 upon the issuance of the 2026 Secured Notes and entry into the ABL Facility. The Co-Issuers delivered a notice of conditional redemption and redeemed all of the outstanding 2022 Senior Notes on November 12, 2021.

(5) Reflects the total of the stated liquidation preference value of $1,000 per Series A Preferred Unit, the accrued but unpaid distributions of $26.0 million, and a related offset amount for the Series A Preferred Unit issuance costs.

(6) Subsequent to the Exchange Offer, for each Series A Preferred Unit that is exchanged, the Partnership will eliminate from its Series A Preferred Unit equity account an amount equal to the sum of $1,000, the accrued but unpaid distributions 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 Common limited partner capital account.

(7) Represents basic units outstanding for voting and distribution purposes. Actual units outstanding is as of December 10, 2021.

SUMMARY CONSOLIDATED FINANCIAL DATA

The following table presents, as of the dates and for the periods indicated, the summary historical consolidated financial data for the Partnership. The following table should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the financial statements and related notes appearing in our Annual Report on Form 10-K for the fiscal year ended December 31, 2020 and in our Quarterly Report on Form 10-Q for the three months ended September 30, 2021, which are incorporated by reference into this Offer to Exchange. The Partnership's historical results are not necessarily indicative of results that may be expected for any future period.

The summary historical consolidated financial data presented as of December 31, 2020 and 2019 and for the years ended December 31, 2020 and 2019 have been derived from the audited consolidated financial statements of the Partnership, which are incorporated by reference in this Offer to Exchange. The summary historical consolidated financial data presented as of September 30, 2021 and 2020 and for the nine months ended September 30, 2021 and 2020 have been derived from the unaudited consolidated financial statements of the Partnership, which are incorporated by reference in this Offer to Exchange. See "Where You Can Find More Information and Incorporation by Reference."

	Nine months ending September 30,		Year Ended December 31,	
	2021	2020	2020	2019
	(In thousands, except per unit amounts)			
Balance sheet data:				
Total current assets	$ 86,122	$ 131,352	$ 82,099	$ 139,861
Total noncurrent assets	2,414,555	2,442,127	2,417,718	2,434,237
Total assets	2,500,677	2,573,479	2,499,817	2,574,098
Total current liabilities	72,537	231,908	68,408	89,547
Total noncurrent liabilities	1,402,110	1,439,136	1,418,860	1,671,865
Total liabilities	1,474,647	1,671,044	1,487,268	1,761,412
Mezzanine capital	101,932	85,800	89,658	27,450
Series A Preferred Units	165,823	249,351	174,425	293,616
Noncontrolling interest	—	—	—	186,070
Common limited partner capital	758,275	567,284	748,466	305,550
Total Partners' capital	924,098	816,635	928,891	785,236
Statements of operations data:				
Total revenues	$ 301,404	$ 287,063	$ 383,473	$ 443,528
Total costs and expenses (1)	252,032	222,934	330,028	406,657
Interest expense	44,985	64,836	78,894	91,966
Gain on early extinguishment of debt	—	78,925	203,062	—
Other (expense) income	(1,532)	644	48	451
Income (loss) from equity method investees (2)	6,694	7,146	11,271	(337,851)
Income tax benefit (expense)	341	104	146	(1,231)
Net income (loss)	(3,744)	86,112	189,078	(393,726)
Net income (loss) attributable to common limited partners	(19,744)	113,960	262,994	(213,009)
Net income (loss) per limited partner unit:				
Common unit – basic	$ (2.99)	$ 2.41	$ 73.22	$ (70.50)
Common unit – diluted	$ (2.99)	$ 2.34	$ 71.19	$ (70.50)
Statements of cash flows data:				
Capital expenditures (other than acquisition capital expenditures)	$ (11,780)	$ (35,312)	$ (43,128)	$ (182,291)
Proceeds from asset sale (net of cash of $1,475 for the year ended December 31, 2019)	8,000	—	—	102,111
Investment in Double E equity method investee	(102,109)	(92,072)	(99,927)	(18,316)
Other, net	—	2,486	2,486	7,626
Other financial data:				
Distributions paid to SMLP noncontrolling interest (3)	$ —	$ 6,037	$ 6,037	$ 68,874
Distributions paid to Energy Capital Partners ("**ECP**")	—	—	—	120,730

(1) The amount for 2020 includes (i) the recognition of a $17.0 million loss contingency related to a 2015 produced water gathering pipeline rupture, and (ii) long-lived asset impairments of $13.1 million. The amount for 2019 includes (i) long-lived asset impairments of $60.5 million, and (ii) a goodwill impairment of $16.2 million. See Notes 4, 6 and 11 to the 2020 consolidated financial statements.

(2) Includes (i) an impairment of our equity method investment in Ohio Gathering Company, L.L.C. ("**OGC**") of $329.7 million and an impairment in Ohio Condensate Company, L.L.C. ("**OCC**" and, together with OGC, "**Ohio Gathering**") of $6.3 million in 2019. See Note 7 to the 2020 consolidated financial statements.

(3) Due to the GP Buy-In Transaction, the distribution amounts reported are only those amounts distributed to the Partnership's Common Units not controlled by Summit Investments (a noncontrolling interest under GAAP). On May 3, 2020, the Partnership suspended distributions payable on both its Common Units and its Series A Preferred Units. See Note 1 and 13 to the 2020 consolidated financial statements.

Our book value per Common Unit, calculated as of September 30, 2021, our most recent balance sheet date, is $105.76 per Common Unit. This amount is calculated by dividing the common partner capital balance at September 30, 2021 by the number of Common Units outstanding at September 30, 2021.

No Recommendation

None of the Partnership, the General Partner, its Board of Directors, officers or employees, the Information Agent or the Depositary makes any recommendation as to whether you should tender any Series A Preferred Units or refrain from tendering Series A Preferred Units in the Exchange Offer. Accordingly, you must make your own decision as to whether to tender Series A Preferred Units in the Exchange Offer and, if so, the number of Series A Preferred Units to tender. Participation in the Exchange 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 Exchange in its entirety, including the information set forth in the section of this Offer to Exchange entitled "Risk Factors" and the information incorporated by reference herein. 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.

Purpose of the Exchange Offer

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

- Successful completion of the Exchange Offer would reduce (if fewer than all Series A Preferred Units are exchanged) or eliminate (if all Series A Preferred Units are exchanged) the requirement that we pay or accrue distributions on the Series A Preferred Units (which as of December 15, 2021 will be approximately $29.2 million in the aggregate) before making any distributions on the Common Units, which we believe will improve our ability to resume distributions on our Common Units in the future and consequently improve the market price of the Common Units and our ability to raise capital.
- Successful completion of the Exchange Offer would reduce (if fewer than all Series A Preferred Units are exchanged) or eliminate (if all Series A Preferred Units are exchanged) the Series A Preferred Units' approximately $143.4 million stated liquidation preference and, if all Series A Preferred Units are exchanged, simplify our capital structure.
- Successful completion of the Exchange Offer would increase the number of common units outstanding, which we believe will also increase trading volume of the common units, improving trading liquidity for investors.
- Issuing only Common Units in the Exchange Offer preserves cash for other strategic initiatives, including debt reduction and additional liability management transactions to further enhance the value of our Common Units and improve our credit profile.

The Exchange Offer also provides holders of Series A Preferred Units the opportunity to enhance trading liquidity and gain exposure to common equity at a premium to the market price of the Series A Preferred Units of $207.48 as of December 13, 2021.

Terms of the Exchange Offer

We are offering to exchange, upon the terms and subject to the conditions set forth in this Offer to Exchange and the accompanying Letter of Transmittal, any and all of our Series A Preferred Units in the Exchange Offer for newly issued Common Units. In exchange for each Series A Preferred Unit properly tendered (and not validly withdrawn) by the Expiration Date and accepted by us, participating holders of Series A Preferred Units will receive 38 Common Units. If you elect to participate in the Exchange 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 exchange all such Series A Preferred Units you tender.

Holders that tender Series A Preferred Units that are accepted for exchange 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 Exchange Offer.

The Exchange 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 Exchange Offer. In addition, you may withdraw any tendered Series A Preferred Units if we have not accepted them for exchange within 40 business days from the commencement of the Exchange Offer on December 14, 2021.

We will issue Common Units in exchange for properly tendered (and not validly withdrawn) Series A Preferred Units that are accepted for exchange promptly after the Expiration Date. We will not issue fractional units of our Common Units in the Exchange Offer. See "— Fractional Common Units" below.

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 Exchange and the Letter of Transmittal are 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 Exchange. There will be no fixed record date for determining registered holders of Series A Preferred Units entitled to participate in the Exchange Offer.

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

Our obligation to accept Series A Preferred Units tendered pursuant to the Exchange Offer is limited by the conditions listed below under "— Conditions to the Exchange Offer." 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 Exchange Offer will not be required to pay brokerage commissions or fees to the Information Agent, the Depositary 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 Exchange Offer will not be required to pay transfer taxes with respect to the exchange of Series A Preferred Units. It is important that you read "— Fees and Expenses" and "— Transfer Taxes" below for more details regarding fees and expenses and transfer taxes relating to the Exchange Offer.

We intend to conduct the Exchange 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 accepted for exchange in the Exchange Offer will remain outstanding. See "— Consequences of Failure to Exchange Series A Preferred Units in the Exchange Offer." Holders of Series A Preferred Units do not have any appraisal or dissenters' rights under such instruments or otherwise in connection with the Exchange Offer.

We shall be deemed to have accepted for exchange properly tendered Series A Preferred Units when we have given oral or written notice of the acceptance to the Depositary. The Depositary will act as agent for the holders of Series A Preferred Units who tender their units in the Exchange Offer for the purposes of receiving the Exchange Consideration from us and delivering the Exchange Consideration to the exchanging holders. We expressly reserve the right to amend or terminate the Exchange Offer, and not to accept for exchange any Series A Preferred Units not previously accepted for exchange, upon the occurrence of any of the conditions specified below under "— Conditions to the Exchange Offer."

Fractional Common Units

We will not issue fractional Common Units in the Exchange Offer.

Resale of Common Units Received Pursuant to the Exchange Offer

The Series A Preferred Units have been registered under the Securities Act, and therefore are not subject to resale restrictions (other than any Series A Preferred Units held by our affiliates). Section 3(a)(9) of the Securities Act provides an exemption from registration for any security exchanged by an issuer with its existing security holders exclusively where no commission or other remuneration is paid or given directly or indirectly for soliciting such exchange. When securities are exchanged for other securities of an issuer under Section 3(a)(9), the securities received assume the character of the exchanged securities for purposes of the Securities Act. Accordingly, the Common Units issued in exchange for Series A Preferred Units would be free of resale restrictions if held by persons that are not "affiliates" of ours within the meaning of Rule 405 of the Securities Act.

Consequences of Failure to Exchange Series A Preferred Units in the Exchange Offer

Series A Preferred Units that are not accepted for exchange in the Exchange 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 (our "**Partnership Agreement**"). The rights and obligations under the Series A Preferred Units will not change as a result of the Exchange Offer.

If a sufficiently large number of Series A Preferred Units do not remain outstanding after the Exchange 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.

Expiration Date; Extension; Termination; Amendment

The Exchange 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 January 12, 2022, and if we extend the period of time for which the Exchange Offer remains open, the term "Expiration Date" means the latest time and date to which the Exchange 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 exchange prior to the Expiration Date to receive the Exchange Consideration. The Expiration Date will be at least 20 business days from the commencement of the Exchange Offer as required by Rule 14e-1(a) under the Exchange Act.

We reserve the right to extend the period of time that the Exchange Offer is open, and delay acceptance for exchange of any Series A Preferred Units, by giving oral or written notice to the Depositary 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 Exchange Offer will remain subject to the Exchange Offer unless properly withdrawn.

We will also make a public announcement of the preliminary results of the Exchange Offer by issuing a press release no later than 9:00 a.m., New York City time, on the third business day before the scheduled Expiration Date.

In addition, we reserve the right to:

- terminate or amend the Exchange Offer and not to accept for exchange any Series A Preferred Units not previously accepted for exchange upon the occurrence of any of the events specified below under "— Conditions to the Exchange Offer" that have not been waived by us; and
- amend the terms of the Exchange Offer in any manner permitted or not prohibited by law.

If we terminate or amend the Exchange Offer, we will notify the Depositary 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 Exchange 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 properly tendered their Series A Preferred Units pursuant to the Exchange Offer. In any such event, the Series A Preferred Units previously tendered pursuant to the Exchange Offer will be promptly returned to the tendering holders.

If we make a material change in the terms of the Exchange Offer or the information concerning the Exchange Offer, or waive a material condition of the Exchange Offer, we will promptly disseminate disclosure regarding the changes to the Exchange Offer as required by law. In addition, we will take steps to ensure that the Exchange Offer remains open for the minimum number of days, as required by law, following the date we disseminate disclosure regarding the changes.

Procedures for Tendering Series A Preferred Units

We have forwarded to you, along with this Offer to Exchange, the Letter of Transmittal relating to the Exchange Offer. A holder need not submit the Letter of Transmittal if the holder tenders Series A Preferred Units in accordance with the procedures mandated by DTC's ATOP.

To tender in the Exchange Offer through ATOP, a holder must comply with the procedures described below under "— The Depository Trust Company Book-Entry Transfer Procedures."

The Depository Trust Company Book-Entry Transfer Procedures

The Depositary will establish accounts with respect to the Series A Preferred Units at DTC for purposes of the Exchange Offer within two business days after the date of the Exchange Offer.

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 Exchange Offer, you must tender through ATOP, for which the Exchange 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 Information Agent. However, you will be bound by the terms of the Letter of Transmittal.

In order to participate in the Exchange Offer, you must validly tender your Series A Preferred Units to the Depositary as described below. Holders who tender (and do not validly withdraw) their Series A Preferred Units to the Depositary prior to the Expiration Date will be entitled to receive the Exchange Consideration on the settlement date, provided that the remaining conditions to the Exchange Offer have been satisfied or waived. It is your responsibility to validly tender your Series A Preferred Units. We have the right to waive any defects. However, we are not required to waive defects and are not required to notify you of defects in your tender.

Any beneficial holder whose Series A Preferred Units are registered in the name of a broker, dealer, commercial bank, trust company or other nominee who wishes to tender should contact such broker, dealer, commercial bank or trust company promptly and instruct such broker, dealer, commercial bank or trust company to tender the Series A Preferred Units on such beneficial owner's behalf.

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

All of the Series A Preferred Units are held in book-entry form and are currently represented by one or more global certificates registered in the name of a nominee of DTC. We have confirmed with DTC that the Series A

Preferred Units may be exchanged by using ATOP procedures instituted by DTC. DTC participants may electronically transmit their acceptance of the Exchange Offer by causing DTC to transfer their outstanding Series A Preferred Units to the Depositary using the ATOP procedures. In connection with each book-entry transfer of Series A Preferred Units to the Depositary, DTC will send an "agent's message" to the Depositary, which, in turn, will confirm its receipt of the book-entry transfer. The term "agent's message" means a message transmitted by DTC to, and received by, the Depositary and forming a part of a book-entry confirmation, stating that DTC has received an express acknowledgement from the participant in DTC tendering Series A Preferred Units that such participant has received and agrees to be bound by the terms of the Exchange Offer and that the Partnership may enforce such agreement against the participant. By using the ATOP procedures to tender Series A Preferred Units, you will not be required to deliver the Letter of Transmittal to the Information Agent. However, you will be bound by its terms just as if you had signed it.

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.

No Guaranteed Delivery

There are no guaranteed delivery procedures provided for by us in conjunction with the Exchange Offer. Holders of Series A Preferred Units must timely tender their units in accordance with the procedures set forth herein.

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 exchange after expiration of 40 business days from the commencement of the Exchange Offer. For a withdrawal of units tendered through ATOP to be effective, the Depositary 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 Exchange 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 exchanged;
- 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 transfer 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 properly tendered for exchange for purposes of the Exchange Offer. Any Series A Preferred Units that have been tendered for exchange through ATOP but which are not accepted for exchange 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 Exchange Offer. Properly withdrawn Series A Preferred Units may be re-tendered by following one of the procedures described under "— Procedures for Tendering Series A Preferred Units" above at any time on or before the applicable Expiration Date.

Acceptance of Series A Preferred Units for Exchange; Delivery of Exchange Consideration

Upon satisfaction or waiver of all of the conditions to the Exchange Offer, we will promptly accept the Series A Preferred Units properly tendered that have not been validly withdrawn pursuant to the Exchange Offer. We will pay the Exchange Consideration in exchange for such Series A Preferred Units promptly after acceptance. Please refer to the section in this Offer to Exchange entitled "— Conditions to the Exchange Offer" below. For purposes of the Exchange Offer, we will be deemed to have accepted properly tendered Series A Preferred Units for exchange when we give notice of acceptance to the Depositary.

In all cases, we will pay the Exchange Consideration in exchange for Series A Preferred Units that are accepted for exchange pursuant to the Exchange Offer only after the Depositary timely receives a book-entry confirmation of the transfer of the Series A Preferred Units into the Depositary's account at DTC, and a properly completed and duly executed Letter of Transmittal and all other required documents or a properly transmitted agent's message.

We will not be liable for any interest as a result of a delay by the Depositary or DTC in distributing the Exchange Consideration in the Exchange Offer.

Conditions to the Exchange Offer

Notwithstanding any other provision of this Offer to Exchange to the contrary, we will not be required to accept for exchange Series A Preferred Units tendered pursuant to the Exchange Offer and may terminate or amend the Exchange Offer if any condition to the Exchange 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 exchange of Series A Preferred Units properly tendered (and not validly 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:

- 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 Exchange 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 Exchange Offer or materially impair the contemplated benefits to us (as set forth under "— Purpose of the Exchange Offer") of the Exchange 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 Exchange Offer or materially impair the contemplated benefits to us of the Exchange 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 Exchange Offer and to reject for exchange any Series A Preferred Units not previously accepted for exchange, upon the occurrence of any of the conditions to the Exchange 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 Exchange 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 Depositary 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 Exchange Offer prior to its expiration.

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

Tender and Support Agreement

The Partnership has entered into the Tender and Support Agreement with Goldman Sachs Asset Management, L.P., solely in its capacity as manager or advisor to certain of its funds and accounts and not as principal ("**Goldman**"), CQS (UK) LLP, acting as agent and investment manager for and on behalf of certain of its funds ("**CQS**"), and Shenkman Capital Management, Inc., as investment manager on behalf of one or more of its investment advisory clients (together with Goldman and CQS, the "**Unitholder TSA Parties**"), each holders of our Series A Preferred Units. Pursuant to the Tender and Support Agreement, the Unitholder TSA Parties have each agreed, severally and not jointly, to tender and not withdraw certain amounts of Series A Preferred Units totaling 46,178 in aggregate in accordance with the terms and conditions set forth in this Offer to Exchange. The Tender and Support Agreement covers approximately 32.19% of the outstanding Series A Preferred Units.

Fees and Expenses

We will bear the fees and expenses of soliciting tenders for the Exchange Offer, and tendering holders of Series A Preferred Units will not be required to pay any of our expenses of soliciting tenders in the Exchange Offer, including and the fees of the Information Agent and the Depositary. We will also reimburse the Information Agent and the Depositary for reasonable out-of-pocket expenses, and we will indemnify each of the Information Agent and the Depositary against certain liabilities and expenses in connection with the Exchange Offer, including liabilities under the federal securities laws. The principal solicitation is being made by mail. However, additional solicitations may be made by facsimile transmission, telephone or in person by our officers and other employees.

If a tendering holder participates in the Exchange 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.

Transfer Taxes

We will pay all transfer taxes, if any, applicable to the exchange of Series A Preferred Units pursuant to the Exchange Offer. The tendering holder, however, will be required to pay any transfer taxes, whether imposed on the registered holder or any other person, if:

- certificates representing Series A Preferred Units not tendered or accepted for exchange are to be delivered to, or are to be issued in the name of, any person other than the registered holder of the Series A Preferred Units tendered;
- Common Units are to be delivered to, or issued in the name of, any person other than the registered holder of the Series A Preferred Units;
- tendered Series A Preferred Units are registered in the name of any person other than the person signing the Letter of Transmittal; or
- a transfer tax is imposed for any reason other than the exchange of Series A Preferred Units under the Exchange Offer.

If satisfactory evidence of payment of transfer taxes is not submitted with the Letter of Transmittal, the amount of any transfer taxes will be billed to the tendering holder.

Future Purchases

Following completion of the Exchange Offer, we may repurchase Series A Preferred Units that remain outstanding in the open market, redemptions, in privately negotiated transactions, tender or exchange offers or otherwise. Future purchases of Series A Preferred Units that remain outstanding after the Exchange Offer may be on terms that are more or less favorable than the Exchange 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 Exchange 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.

No Appraisal Rights

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

Schedule TO

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 Exchange 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 the caption "Where You Can Find More Information and Incorporation by Reference."

"Blue Sky" Compliance

We are making the Exchange Offer to eligible holders only. We are not aware of any jurisdiction in which the making of this Exchange Offer is not in compliance with applicable law. If we become aware of any jurisdiction in which the making of this Exchange 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 Exchange 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.

Accounting Treatment

For each Series A Preferred Unit that is exchanged in the Exchange Offer, we will eliminate from our Series A Preferred Unit equity account an amount equal to the sum of $1,000, the accrued and unpaid distributions 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.

PRICE RANGES OF COMMON UNITS AND DISTRIBUTIONS

Our Common Units trade on the NYSE under the symbol "SMLP." As of December 10, 2021, there were approximately 88 holders of record of our Common Units.

The following table sets forth, for the periods indicated, the range of the high and low closing sales prices of our Common Units on the NYSE.

	High(1)	Low(1)
2021		
Fourth Quarter To Date (as of December 13, 2021)	$ 38.60	$ 26.66
Third Quarter	41.25	29.65
Second Quarter	30.38	20.83
First Quarter	29.00	12.57
2020		
Fourth Quarter	$ 16.94	$ 9.15
Third Quarter	15.15	9.75
Second Quarter	31.50	8.10
First Quarter	54.15	7.50
2019		
Fourth Quarter	$ 79.50	$ 43.35
Third Quarter	118.50	66.15
Second Quarter	149.10	97.50
First Quarter	210.45	139.95

(1) On November 9, 2020, after the close of trading on the NYSE, we effected a 1-for-15 reverse unit split (the "**Reverse Unit Split**") of our Common Units. The Common Units began trading on a split-adjusted basis on November 10, 2020. Pursuant to the Reverse Unit Split, our Common Unitholders received one Common Unit for every 15 Common Units owned at the close of business on November 9, 2020. Immediately prior to the Reverse Unit Split, there were 56,624,887 Common Units issued and outstanding and immediately after the Reverse Unit Split, the number of issued and outstanding Common Units decreased to 3,774,992. High and low closing sales prices included in this table for periods prior to the Reverse Unit Split have been adjusted to reflect the Reverse Unit Split.

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

	Amount of Cash Distribution(s)(2) (amount in thousands)	Cash Distributions Paid Per Common Unit(1)(2)
Quarter Ended:	$ —	$ —
September 30, 2021	$ —	$ —
June 30, 2021	$ —	$ —
March 31, 2021	$ —	$ —
December 31, 2020	$ —	$ —
September 30, 2020	$ —	$ —
June 30, 2020	$ —	$ —
March 31, 2020	$ —	$ —
December 31, 2019	$ 11,687	$ 1.875
September 30, 2019	$ 23,790	$ 4.3125
June 30, 2019	$ 23,778	$ 4.3125
March 31, 2019	$ 23,775	$ 4.3125

(1) On November 9, 2020, after the close of trading on the NYSE, we effected the Reverse Unit Split. The Common Units began trading on a split-adjusted basis on November 10, 2020. Pursuant to the Reverse

Unit Split, our Common Unitholders received one Common Unit for every 15 Common Units owned at the close of business on November 9, 2020. Immediately prior to the Reverse Unit Split, there were 56,624,887 Common Units issued and outstanding and immediately after the Reverse Unit Split, the number of issued and outstanding Common Units decreased to 3,774,992. The values in this table for periods prior to the Reverse Unit Split have been adjusted to reflect the Reverse Unit Split.

(2) The cash distribution amount paid on our Common Units is the amount distributed and reported by the Partnership prior to our May 2020 acquisition of the General Partner (the "**GP Buy-In Transaction**"). In the GP Buy-In Transaction, the Partnership acquired from its then private equity sponsor, ECP, Summit Midstream Partners, LLC ("**Summit Investments**"), which owned the General Partner through its indirect ownership of Summit Midstream Partners Holdings, LLC. Under generally accepted accounting principles ("**GAAP**"), the GP Buy-In Transaction was deemed a transaction between entities under common control with a change in reporting entity. Although the Partnership is the surviving entity for legal purposes, Summit Investments is the surviving entity for accounting purposes; therefore, the historical financial results of the Partnership prior to the GP Buy-In Transaction are those of Summit Investments. Prior to the GP Buy-In Transaction, Summit Investments controlled the Partnership and the Partnership's financial statements were consolidated into Summit Investments. As a result, distribution amounts reported in the Partnership's Annual Report on Form 10-K for the fiscal year ended December 31, 2020 are only those amounts distributed to the Partnership's Common Units not controlled by Summit Investments (a noncontrolling interest under GAAP).

PRICE RANGES OF SERIES A PREFERRED UNITS AND DISTRIBUTIONS

Our Series A Preferred Units trade on the OTC with the CUSIP number 866142AA0. As of December 10, 2021, there were approximately 85 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.

	High	Low
2021		
Fourth Quarter To Date (as of December 13, 2021)	$835	$795
Third Quarter	877	755
Second Quarter	757	621
First Quarter	670	332
2020		
Fourth Quarter	$335	$139
Third Quarter	166	109
Second Quarter	183	16
First Quarter	547	15
2019		
Fourth Quarter	$720	$501
Third Quarter	907	706
Second Quarter	947	906
First Quarter	950	929

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

	Amount of Cash Distributions (amount in thousands)	**Cash Distributions Paid Per Series A Preferred Unit**
Quarter Ended:		
September 30, 2021	$ —	$ —
June 30, 2021	$ —	$ —
March 31, 2021	$ —	$ —
December 31, 2020	$ —	$ —
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	$ —	$ —

We have not made a distribution on our Common Units or Series A Preferred Units since we announced suspension of those distributions on May 3, 2020. Unpaid distributions on the Series A Preferred Units will continue to accrue with respect to Series A Preferred Units not tendered or not accepted in exchange for Common Units pursuant to the Exchange Offer, meaning you will not be able to receive distributions on your Common Units received in the Exchange Offer until all current and accumulated distributions on the Series A Preferred Units remaining outstanding following the Exchange Offer have been paid.

COMPARISON OF RIGHTS BETWEEN SERIES A PREFERRED UNITS AND OUR COMMON UNITS

You can find the definitions of certain terms used in this comparison under the subheading "— Certain Definitions." In this description, the term "Summit Holdings" refers only to Summit Holdings and not to any of its subsidiaries, and the terms "SMLP," "we," "us" and "our" refers only to Summit Midstream Partners, LP and not to any of its subsidiaries.

The following describes the material differences between the rights of holders of Series A Preferred Units and Common Unitholders. While we believe that the description covers the material differences between the Series A Preferred Units and the Common Units, this summary may not contain all of the information that is important to you. You should carefully read this entire Offer to Exchange and the other documents to which we refer for a more complete understanding of the differences between being a holder of the Series A Preferred Units and a holder of the Common Units. To the extent any Series A Preferred Units remain outstanding after the Exchange Offer, the holders thereof will be entitled to the rights set forth below with respect to Series A Preferred Units, regardless of the amount of Series A Preferred Units outstanding.

Ranking

The Series A Preferred Units, with respect to distributions of available cash and distributions upon the liquidation, winding up and dissolution of our affairs, rank:

- senior to the Junior Securities (including our Common Units);
- pari passu with any Parity Securities;
- junior to any Senior Securities; and
- junior to all of our existing and future indebtedness and other liabilities with respect to assets available to satisfy claims against us.

As of the date hereof, there are no Parity Securities or Senior Securities outstanding. Under our Partnership Agreement, we may issue Junior Securities from time to time in one or more series without the consent of the holders of the Series A Preferred Units. Our General Partner has the authority to determine the preferences, powers, qualifications, limitations, restrictions and special or relative rights or privileges, if any, of any such series before the issuance of any units of that series. Our General Partner will also determine the number of units constituting each series of securities. We have the ability under certain circumstances to issue a certain amount of Parity Securities. Our ability to issue Senior Securities is limited. Please read "— Voting Rights."

Parity Securities with respect to the Series A Preferred Units may include classes of our securities that have different distribution rates, mechanics, periods (e.g. quarterly rather than semi-annual), payment dates or record dates than our Series A Preferred Units.

Distributions

General

The Series A Preferred Units represent perpetual equity interests in us and, unlike our indebtedness, do not give rise to a claim for payment of a principal amount at a particular date. Holders of Series A Preferred Units are entitled to receive, when, as and if declared by our General Partner out of legally available funds for such purpose, on the dates and at the rates set forth below, cumulative and compounding semi-annual or quarterly cash distributions, as applicable.

Subject to the distribution preferences of the Series A Preferred Units, as set forth below, each Common Unit is entitled to receive cash distributions to the extent we distribute Available Cash (as defined below). Common Units do not accumulate arrearages.

Series A Preferred Unit Distribution Rate

Distributions on Series A Preferred Units are cumulative and compounding from the date of original issue and are payable semi-annually in arrears to, but not including, December 15, 2022 and, thereafter, quarterly in arrears, when, as and if declared by our General Partner out of legally available funds for such purpose.

The initial distribution rate for the Series A Preferred Units during the Fixed Rate Period is 9.50% per annum of the $1,000 liquidation preference per unit (equal to $95 per unit per annum). During the Floating Rate Period, distributions on the Series A Preferred Units will accumulate for each distribution period at a percentage of the $1,000 liquidation preference equal to the three-month LIBOR plus a spread of 7.43%.

Series A Preferred Unit Distribution Payment Dates

The Distribution Payment Dates for the Series A Preferred Units are the 15th day of June and December of each year continuing through the end of the Fixed Rate Period and on the 15th day of March, June, September and December of each year during the Floating Rate Period. Distributions accumulate in each such period from and including the preceding Distribution Payment Date or the initial issue date, as the case may be, to but excluding the applicable Distribution Payment Date for such period, and distributions accumulate on accumulated distributions at the applicable distribution rate. If any Distribution Payment Date otherwise would fall on a day that is not a business day, declared distributions will be paid on the immediately succeeding business day without the accumulation of additional distributions. During the Fixed Rate Period, distributions on the Series A Preferred Units are payable based on a 360-day year consisting of twelve 30-day months. During the Floating Rate Period, distributions on the Series A Preferred Units will be computed by multiplying the floating rate for that distribution period by a fraction, the numerator of which will be the actual number of days elapsed during that distribution period (determined by including the first day of the distribution period and excluding the last day, which is the Distribution Payment Date), and the denominator of which will be 360, and by multiplying the result by the aggregate liquidation preference of the Series A Preferred Units.

Restrictions on Payment of Distributions on Series A Preferred Units and Common Units

We will not declare, pay or set aside for payment full distributions on the Series A Preferred Units or any Parity Securities for any distribution period unless (i) full cumulative distributions have been paid on the Series A Preferred Units and any Parity Securities through the most recently completed distribution period for each such security and (ii) at the time of the declaration of the distribution on the Series A Preferred Units or Parity Securities, our General Partner expects to have sufficient funds to pay the next distribution on the Series A Preferred Units and any Parity Securities in full (regardless of the relative timing of such distributions). To the extent distributions will not be paid in full on the Series A Preferred Units, the General Partner will take appropriate action to ensure that all distributions declared and paid upon the Series A Preferred Units and any Parity Securities will be reduced, declared and paid on a pro rata basis on their respective payment dates.

We will not declare or pay or set aside for payment distributions on any Junior Securities (other than a distribution payable solely in Junior Securities) unless full cumulative distributions have been or contemporaneously are being paid on all outstanding Series A Preferred Units and any Parity Securities through the most recently completed respective distribution periods. To the extent a distribution period applicable to a class of Junior Securities or Parity Securities is shorter than the distribution period applicable to the Series A Preferred Units (e.g., quarterly rather than semi-annual), the General Partner may declare and pay regular distributions with respect to such Junior Securities or Parity Securities so long as, at the time of declaration of such distribution, the General Partner expects to have sufficient funds to pay the full distribution in respect of the Series A Preferred Units on the next successive Distribution Payment Date.

Common Unit Distributions

Our Partnership Agreement requires that, within 45 days after the end of each quarter, we distribute all of our Available Cash to Common Unitholders of record on the applicable record date, as and if declared by our

General Partner. Please read "— Definition of Available Cash" below. Because we are not subject to an entity-level federal income tax, we would have more cash to distribute to our unitholders than would be the case were we subject to federal income tax.

To the extent authorized by the Board of Directors of our General Partner, we pay distributions on our Common Units or about the 15th of each of February, May, August and November to holders of record on or about seven days prior to such distribution date. We make the distribution on the business day immediately preceding the indicated distribution date if the distribution date falls on a holiday or non-business day.

Definition of Available Cash.

Our Partnership Agreement generally defines "**Available Cash**" for any quarter as:

- The sum of:
  - all of our and our subsidiaries' cash and cash equivalents on hand at the end of that quarter;
  - as determined by our General Partner, all of our and our subsidiaries' cash or cash equivalents on hand on the date of determination of Available Cash for that quarter resulting from working capital borrowings (as described below) made after the end of that quarter; less
- the amount of cash reserves established by our General Partner to:
  - provide for the proper conduct of our business (including reserves for future capital expenditures and for future credit needs);
  - comply with applicable law or any debt instrument or other agreement or obligation to which we or our subsidiaries are a party or to which our or our subsidiaries' assets are subject;
  - provide funds for distributions on the Series A Preferred Units; or
  - provide funds for distributions to our Common Unitholders for any one or more of the next four quarters;

provided, however, that if our General Partner so determines, disbursements made by us or our subsidiaries or cash reserves established, increased or reduced after the end of such quarter but on or before the date of determination of Available Cash with respect to such quarter shall deemed to have been made, established, increased or reduced, for purposes of determining Available Cash within such quarter.

Working capital borrowings are generally borrowings incurred under a credit facility, commercial paper facility or similar financing arrangement that are used solely for working capital purposes or to pay distributions to unitholders, and with the intent of the borrower to repay such borrowings within 12 months with funds other than from additional working capital borrowings.

Liquidation Rights

We will liquidate in accordance with capital accounts. The capital account maintenance and allocation provisions are designed to provide to holders of our Series A Preferred Units and any Parity Securities, to the greatest extent possible, the benefit of their respective liquidation preferences. If necessary, the holders of outstanding Series A Preferred Units will be specially allocated items of our gross income and gain in a manner designed to achieve, in the event of any liquidation, dissolution or winding up of our affairs, whether voluntary or involuntary, a liquidation preference of $1,000 per unit. If the amount of our gross income and gain available to be specially allocated to the Series A Preferred Units is not sufficient to cause the capital account of a Series A Preferred Unit to equal the liquidation preference of a Series A Preferred Unit, then the amount that a holder of Series A Preferred Units would receive upon liquidation may be less than the Series A Preferred Unit liquidation preference. Any accumulated and unpaid distributions on the Series A Preferred Units and any Parity Securities will be paid prior to any distributions in liquidation made in accordance with capital accounts. The rights of the

Series A Preferred Unitholders to receive the liquidation preference will be subject to the rights of holders of indebtedness and Senior Securities and proportional rights of holders of any Parity Securities in liquidation and will be senior to the rights of the holders of Junior Securities, including Common Units, in liquidation. A consolidation or merger of us with or into any other entity, individually or in a series of transactions, will not be deemed to be a liquidation, dissolution or winding up of our affairs.

Voting Rights

The following is a summary of the unitholder vote required for approval of the matters specified below. The Series A Preferred Units will have no voting, consent or approval rights except as set forth below or as otherwise provided by Delaware law. Matters that require the approval of a "unit majority" require the approval of a majority of the outstanding Common Units (subject to the limitations set forth in the definition of "Outstanding" in the Partnership Agreement). Please read "— Change of Management Provisions; Common Units Considered "Outstanding"."

Issuance of additional units	No approval right by Common Unitholders; certain issuances require approval by 66 2/3% of the holders of our Series A Preferred Units. Please read "— Voting Rights of Series A Preferred Units."
Amendment of our Partnership Agreement	Certain amendments may be made by our General Partner without the approval of the unitholders, and certain other amendments that would materially adversely affect any of the preferences, rights, powers, duties or obligations of the Series A Preferred Units require the approval of holders of 66 2/3% of the Series A Preferred Units. Other amendments generally require the approval of a unit majority. Please read "— Amendment of Our Partnership Agreement" and "— Voting Rights of Series A Preferred Units."
Merger of our Partnership or the sale of all or substantially all of our assets	Unit majority in certain circumstances, and if such merger or sale would materially adversely affect any of the rights, preference and privileges of the Series A Preferred Units, the affirmative vote of 66 2/3% of the Series A Preferred Units.
Dissolution of our Partnership	Unit majority.
Continuation of our business upon dissolution	Unit majority.
Election of Directors	Plurality of the votes cast by the holders of outstanding Common Units at a meeting of the limited partners. Please read "— Meetings; Voting."
Withdrawal of our General Partner	Under most circumstances, the approval of a majority of the Common Units, excluding Common Units held by our General Partner, is required for the withdrawal of our General Partner prior to December 31, 2022 in a manner that would cause a dissolution of our Partnership.
Removal of our General Partner	Not less than 66 2/3% of the outstanding Common Units, voting as a single class, including units held by our General Partner.

Transfer of our General Partner interest	Our General Partner may transfer all, but not less than all, of its General Partner interest in us without a vote of our unitholders to an affiliate or another person in connection with its merger or consolidation with or into, or sale of all or substantially all of its assets to, such person. The approval of a majority of the outstanding Common Units, excluding Common Units held by our General Partner and its affiliates (including us), is required in other circumstances for a transfer of the General Partner interest to a third party prior to December 31, 2022.
Transfer of ownership interests in our General Partner	No approval required at any time.

Voting Rights of Series A Preferred Units

The affirmative vote of 66 2/3% of the outstanding Series A Preferred Units, voting as a separate class, is required for us to amend our Partnership Agreement in a way that would have a material adverse effect on the existing preferences, rights, powers, duties or obligations of the Series A Preferred Units.

The affirmative vote of 66 2/3% of the outstanding Series A Preferred Units, voting as a class together with holders of any other Parity Securities established after the Series A Preferred Units and upon which like voting rights have been conferred and are exercisable, is required for us to:

- create or issue any Parity Securities if the cumulative distributions payable on then outstanding Series A Preferred Units are in arrears;
- create or issue any Parity Securities in excess of the Parity Basket if the cumulative distributions payable on then outstanding Series A Preferred Units are not in arrears;
- create or issue any Senior Securities;
- declare or pay any distributions to our Common Unitholders out of capital surplus (as defined in our Partnership Agreement); or
- take any action that would result, without regard to any notice requirement or applicable cure period, in an Event of Default (as defined in our Material Senior Indebtedness) for failure to comply with any covenant in the Material Senior Indebtedness related to:
    - restricted payments,
    - incurrence of indebtedness and issuance of preferred stock,
    - incurrence of liens;
    - dividends and other payments affecting subsidiaries,
    - merger, consolidation or sale of assets,
    - transactions with affiliates,
    - designation of restricted and unrestricted subsidiaries,
    - additional subsidiary guarantors, or
    - sale and leaseback transactions.

Upon the consummation of this Exchange Offer, due to commitments from certain holders to tender 46,178 Series A Preferred Units in the Exchange Offer, we expect to have outstanding Series A Preferred Units having an issue price of less than $100 million, as a result of which we may issue additional securities in parity with the

Series A Preferred Units without any vote of the holders of the Series A Preferred Units (except where the cumulative distributions on the Series A Preferred Units or any parity securities are in arrears) and without the approval of our Common Unitholders.

Change of Control Triggering Event (Applicable to Series A Preferred Units Only)

If a Change of Control Triggering Event occurs, unless we have previously or concurrently exercised our right to redeem all of the Series A Preferred Units as described under "— Redemption of Series A Preferred Units — Optional Redemption upon a Ratings Event" and "— Redemption of Series A Preferred Units — Optional Redemption on or after December 15, 2022," each holder of the Series A Preferred Units may require us to repurchase all or a portion of such holder's Series A Preferred Units at a purchase price (a "**Change of Control Payment**") equal to $1,010 per Series A Preferred Unit (101% of the liquidation preference) plus an amount equal to all accumulated and unpaid distributions thereon to, but not including, the date of settlement (the "**Change of Control Settlement Date**"). Any such redemption would be effected only out of funds legally available for such purposes and will be subject to compliance with the provisions of our outstanding indebtedness.

Within 30 days following any Change of Control Triggering Event, unless we have previously or concurrently exercised our right to redeem all of the Series A Preferred Units as described under "— Redemption of Series A Preferred Units — Optional Redemption upon a Ratings Event" and "— Redemption of Series A Preferred Units — Optional Redemption on or after December 15, 2022," we will mail a notice to each holder of Series A Preferred Units describing the transaction or transactions and identifying the ratings decline that, together, constitute the Change of Control Triggering Event, and offering to repurchase the Series A Preferred Units as of the Change of Control Settlement Date specified in the notice (a "**Change of Control Offer**"), which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by our partnership agreement and described in such notice.

We will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the Series A Preferred Units as a result of a Change of Control Triggering Event. To the extent that the requirements of any applicable securities laws or regulations conflict with the Change of Control Triggering Event provisions of our Partnership Agreement, we will comply with such securities laws and regulations and will not be deemed to have breached our obligations under the Change of Control Triggering Event provisions of our Partnership Agreement by virtue of such compliance.

Promptly following the expiration of the Change of Control Offer, we will, to the extent lawful, accept for payment all Series A Preferred Units or portions thereof properly tendered pursuant to the Change of Control Offer. Promptly thereafter on the Change of Control Settlement Date, we will deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Series A Preferred Units or portions thereof properly tendered.

On the Change of Control Settlement Date, the Paying Agent will mail to each holder of Series A Preferred Units properly tendered the Change of Control Payment therefor (or, if all the Series A Preferred Units are then in uncertificated form, make such payment through the facilities of DTC). We will authenticate and mail to each holder of Series A Preferred Units a new certificate (if applicable), equal in principal amount to any unpurchased portion of the Series A Preferred Units surrendered, if any, or cause the same value to be transferred by book entry. We will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Settlement Date.

The holders of the Series A Preferred Units will not be able to require us to repurchase or redeem the Series A Preferred Units in the event of a takeover, recapitalization or similar transaction.

We will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if (a) a third party makes the Change of Control Offer in the manner, at the time and otherwise in compliance with the requirements set forth in our Partnership Agreement applicable to a Change of Control Offer made by us and purchases all Series A Preferred Units properly tendered and not withdrawn under the Change of Control Offer or (b) in connection with, or in contemplation of, any publicly announced Change of Control, we have made an offer to purchase (an "**Alternate Offer**") any and all Series A Preferred Units properly tendered at a cash price equal to or higher than the Change of Control Payment and have purchased all Series A Preferred Units properly tendered in accordance with the terms of such Alternate Offer. Notwithstanding anything to the contrary contained in our Partnership Agreement, a Change of Control Offer may be made in advance of a Change of Control Triggering Event, and conditioned upon the consummation of such Change of Control Triggering Event if a definitive agreement is in place for the Change of Control Triggering Event at the time the Change of Control Offer is made.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the properties or assets of us and our Restricted Subsidiaries taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of Series A Preferred Units to require us to repurchase our Series A Preferred Units as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the properties or assets of our assets and those of our subsidiaries taken as a whole to another person or group may be uncertain.

If we fail to make a Change of Control Offer, to the extent required, or to repurchase any Series A Preferred Units tendered by holders for repurchase as required in connection with a Change of Control Triggering Event, then, from and after the first date of such failure and until such repurchase is made, the then-applicable distribution rate for the outstanding Series A Preferred Units will be 11.50% per annum (an increase of 2.0% per annum) prior to December 15, 2022, and on and after December 15, 2022, will accumulate for each distribution period at a percentage of the liquidation preference equal to the three-month LIBOR plus a spread of 9.43% (an increase of 2.0% per annum).

In the event that, upon consummation of a Change of Control Offer or Alternate Offer, less than 10% in aggregate principal amount of the Series A Preferred Units are held by holders other than us and our affiliates, we will have the right, upon not less than 30 nor more than 60 days' prior notice, given not more than 30 days following the purchase pursuant to the Change of Control Offer or Alternate Offer described above, to redeem all of the Series A Preferred Units that remain outstanding following such purchase at a redemption price equal to the Change of Control Payment.

Not Convertible; No Preemptive Rights; No Sinking Fund Requirements

The Series A Preferred Units are not convertible into Common Units or any other securities and do not have exchange rights, nor are they or the Common Units entitled to any preemptive or similar rights. The Series A Preferred Units are not subject to mandatory redemption or to any sinking fund requirements.

Redemption of Series A Preferred Units

Optional Redemption upon a Ratings Event

At any time within 120 days after the conclusion of any review or appeal process instituted by us following the occurrence of a Ratings Event, we may, at our option, redeem the Series A Preferred Units in whole, but not in part, at a redemption price in cash per Series A Preferred Unit equal to $1,020 (102% of the liquidation preference) plus an amount equal to all accumulated and unpaid distributions thereon to, but not including, the date fixed for redemption, whether or not declared. Any such redemption would be effected only out of funds legally available for such purposes and will be subject to compliance with the provisions of our outstanding indebtedness.

Optional Redemption on or after December 15, 2022

At any time on or after December 15, 2022, we may redeem the Series A Preferred Units, at our option, in whole or in part, by paying the redemption price set forth below plus an amount equal to all accumulated and unpaid distributions thereon to, but not including, the date of redemption, whether or not declared. Any such redemption would be effected only out of funds legally available for such purposes and will be subject to compliance with the provisions of our outstanding indebtedness.

The redemption price shall be as follows (assuming such Series A Preferred Units are redeemed during the 12-month period beginning on December 15 of the years indicated below):

Year	Redemption Price
2022	104% of liquidation preference
2023	102% of liquidation preference
2024 and thereafter	100% of liquidation preference

Unless (i) full cumulative distributions have been or contemporaneously are being paid or provided for on all outstanding Series A Preferred Units and any Parity Securities through the most recently completed respective distribution periods and (ii) our General Partner expects to have sufficient funds to pay the next distribution on the all outstanding Series A Preferred Units and any Parity Securities in full (regardless of the relative timing of such distributions), we may not repurchase, redeem or otherwise acquire, in whole or in part, any Series A Preferred Units or Parity Securities except pursuant to a purchase or exchange offer made on the same relative terms to all holders of Series A Preferred Units and any Parity Securities. Common Units and any other Junior Securities may not be redeemed, repurchased or otherwise acquired unless full cumulative distributions have been or contemporaneously are being paid or provided for on all outstanding Series A Preferred Units and any Parity Securities through the most recently completed respective distribution periods.

Amendment of Our Partnership Agreement

General

Amendments to our Partnership Agreement may be proposed only by our General Partner. However, our General Partner has no duty or obligation to propose any amendment and may decline to do so free of any duty or obligation whatsoever to us or our unitholders, including any duty to act in the best interests of our Partnership or our unitholders, other than the implied contractual covenants of good faith and fair dealing. In order to adopt a proposed amendment, other than the amendments discussed below, our General Partner must seek written approval of the holders of the number of units required to approve the amendment or call a meeting of the limited partners to consider and vote upon the proposed amendment. Except as described below, an amendment must be approved by a unit majority.

In addition, any amendment that materially adversely affects any of the preferences, rights, powers, duties or obligations of the Series A Preferred Units requires the approval of holders of 66 2/3% of the Series A Preferred Units, voting as a separate class.

Prohibited Amendments

No amendment may be made that would:

- enlarge the obligations of any limited partner without its consent, unless approved by at least a majority of the type or class of limited partner interests so affected; or
- enlarge the obligations of, restrict in any way any action by or rights of, or reduce in any way the amounts distributable, reimbursable or otherwise payable by us to our General Partner or any of its affiliates without the consent of our General Partner, which consent may be given or withheld in its sole discretion.

The provision of our Partnership Agreement preventing the amendments having the effects described in the clauses above can be amended upon the approval of the holders of at least 90% of the outstanding units, voting as a single class (excluding units owned by our General Partner and its affiliates).

No Unitholder Approval

Subject to the voting rights of the Series A Preferred Units as described above under "— Voting Rights — Voting Rights of Series A Preferred Units," our General Partner may generally make amendments to our Partnership Agreement without the approval of any limited partner to reflect:

- a change in our name, the location of our principal place of business, our registered agent or our registered office;
- the admission, substitution, withdrawal or removal of partners in accordance with our Partnership Agreement;
- a change that our General Partner determines to be necessary or appropriate for us to qualify or to continue our qualification as a limited partnership or a partnership in which the limited partners have limited liability under the laws of any state or to ensure that neither we, our operating company nor its subsidiaries will be treated as an association taxable as a corporation or otherwise taxed as an entity for federal income tax purposes;
- a change in our fiscal year or taxable year and related changes;
- an amendment that is necessary, in the opinion of our counsel, to prevent us or our General Partner or its directors, officers, agents or trustees from in any manner being subjected to the provisions of the Investment Company Act of 1940, the Investment Advisers Act of 1940 or "plan asset" regulations adopted under the Employee Retirement Income Security Act of 1974, or ERISA, whether or not substantially similar to plan asset regulations currently applied or proposed by the United States Department of Labor;
- an amendment that our General Partner determines to be necessary or appropriate in connection with the authorization or issuance of additional partnership interests or rights to acquire partnership interests;
- any amendment expressly permitted in our Partnership Agreement to be made by our General Partner acting alone;
- an amendment effected, necessitated or contemplated by a merger agreement that has been approved under the terms of our Partnership Agreement;
- any amendment that our General Partner determines to be necessary or appropriate for the formation by us of, or our investment in, any corporation, partnership, joint venture, limited liability company or other entity, as otherwise permitted by our Partnership Agreement;
- mergers with, conveyances to or conversions into another limited liability entity that is newly formed and has no assets, liabilities or operations at the time of the merger, conveyance or conversion other than those it receives by way of the merger, conveyance or conversion; or
- any other amendments substantially similar to any of the matters described above.

In addition, subject to the voting rights of the Series A Preferred Units, our General Partner may make amendments to our Partnership Agreement, without the approval of any limited partner, if our General Partner determines that those amendments:

- do not adversely affect in any material respect the limited partners considered as a whole or any particular class of partnership interests as compared to other classes of partnership interests;

- are necessary or appropriate to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or judicial authority or contained in any federal or state statute;
- are necessary or appropriate to facilitate the trading of units or to comply with any rule, regulation, guideline or requirement of any securities exchange on which the units are or will be listed for trading;
- are necessary or appropriate for any action taken by our General Partner relating to splits or combinations of units under the provisions of our Partnership Agreement; or
- are required to effect the intent expressed in the prospectus filed in connection with our initial public offering or the intent of the provisions of our Partnership Agreement or are otherwise contemplated by our Partnership Agreement.

The affirmative vote of 66 2/3% of the Series A Preferred Units, voting separately as a class, is necessary on any manner (including a merger, consolidation or business combination) that would materially adversely affect any of the existing preferences, rights, powers, duties or obligations of the Series A Preferred Units.

Opinion of Counsel and Limited Partner Approval

Our General Partner will not be required to obtain an opinion of counsel that an amendment will not result in a loss of limited liability to the limited partners or result in our being treated as an entity for federal income tax purposes in connection with any of the amendments described above under "— No Unitholder Approval." No other amendments to our Partnership Agreement will become effective without the approval of holders of at least 90% of the outstanding units voting as a single class unless we first obtain an opinion of counsel to the effect that the amendment will not affect the limited liability under applicable law of any of our limited partners.

In addition to the above restrictions, any amendment that would have a material adverse effect on the rights or preferences of any type or class of outstanding units in relation to other classes of units will require the approval of at least a majority of the type or class of units so affected. Any amendment that reduces the voting percentage required to take any action must be approved by the affirmative vote of limited partners whose aggregate outstanding units constitute not less than the percentage sought to be reduced. Any amendment that would increase the percentage of units required to remove our General Partner must be approved by the affirmative vote of limited partners whose aggregate outstanding units constitute not less than 90% of outstanding units (excluding units owned by our General Partner and its affiliates). Any amendment that would increase the percentage of units required to call a meeting of unitholders must be approved by the affirmative vote of unitholders whose aggregate outstanding units constitute at least a majority of the outstanding units.

No Fiduciary Duty to Series A Preferred Unit Holders

We and our General Partner and its officers and directors do not owe any fiduciary duties to holders of the Series A Preferred Units.

Change of Management Provisions; Common Units Considered "Outstanding"

Our Partnership Agreement contains specific provisions that are intended to discourage a person or group from attempting to remove our General Partner or otherwise change our management.

For example, if any person or group, other than our General Partner and its affiliates, acquires beneficial ownership of 20.0% or more of any class of units, the units owned by such person or group will cease to be considered outstanding and will therefore lose all their voting rights, including, for the Common Units, with respect to voting on the appointment of members to the Board of Directors beginning in 2022. This loss of voting rights does not apply to persons who acquired such units from affiliates of the Partnership, their transferees and persons who acquired such units with the prior approval of the Board of Directors.

In addition, any Common Units held by the Partnership or a subsidiary of the Partnership are not considered outstanding with respect to voting and distributions under the Partnership Agreement. However, should such securities be transferred to an entity that is not a subsidiary of the Partnership, such Common Units would then be considered outstanding with respect to voting and distributions.

Meetings; Voting

Beginning in 2022, an annual meeting of the limited partners holding outstanding Common Units for the election of directors to the Board of Directors, and such other matters that our General Partner submits to a vote of the limited partners holding outstanding Common Units, will be held on such date as determined by our General Partner. Special meetings of the limited partners may be called by our General Partner or by limited partners owning 20% or more of the outstanding units of the class or classes for which a meeting is proposed.

For the purpose of determining the limited partners entitled to notice of or to vote at any meeting or to give approvals without a meeting, our General Partner will set a record date, which date for purposes of notice of a meeting shall not be less than 10 days nor more than 60 days before the date of the meeting.

Each record holder of outstanding (subject to the limitations set forth in the definition of “Outstanding” in the Partnership Agreement) Common Units has a vote according to his percentage interest in the Partnership. Units held for a person’s account by another person (such as a broker, dealer or bank), in whose name such units are registered, will be voted by such other person in favor of, and at the direction of, the beneficial owner unless the arrangement between such persons provides otherwise. Representation in person or by proxy of a majority of the outstanding Common Units of the class or classes for which a meeting has been called will constitute a quorum at such meeting (unless a particular action by the limited partners requires approval by a greater percentage of such units, in which case the quorum shall be such greater percentage).

At any meeting at which a quorum is present, the act of the limited partners holding a majority of the outstanding Common Units entitled to vote at the meeting will be deemed to be the act of all the limited partners, unless a greater or different percentage is required under the Partnership Agreement, in which case the act of the limited partners holding such greater or different percentage of outstanding Common Units will be required. At a meeting for the election of directors, directors are elected by a plurality of votes cast by the limited partners holding outstanding Common Units.

If authorized by our General Partner, any action that is required or permitted to be taken at a meeting of the limited partners may be taken either at a meeting of the limited partners or without a meeting if consents in writing describing the action so taken are signed by the holders of the minimum percentage of outstanding Common Units necessary to authorize or take that action at a meeting.

The Board of Directors

The number of directors on the Board of Directors will be not less than five or more than eight as determined from time to time by a majority of the directors then in office. Any decrease in the number of directors by the Board of Directors may not have the effect of shortening the term of any incumbent director.

The President or Chief Executive Officer of the General Partner serves as a director and as the Chairman of the Board of Directors. The remaining directors are divided into three classes with respect to their terms. At each annual meeting of limited partners, commencing in 2022, successors to the directors whose terms expire at that annual meeting will be elected for a three-year term.

A director may only be removed for cause at a meeting of limited partners holding outstanding Common Units upon the affirmative vote of the limited partners holding a majority of the outstanding Common Units and only if, at the same meeting, the limited partners holding a majority of the outstanding Common Units nominate a

replacement director and elect the replacement director to the Board of Directors. Vacancies on the Board of Directors (other than vacancies caused by the removal of a director by the limited partners) may be filled by a majority of the remaining directors then in office.

Nominations of persons for election as directors to the Board of Directors may be made at an annual meeting of the limited partners only pursuant to our General Partner's notice of meeting (1) by or at the direction of a majority of the members of the Board of Directors or (2) by a limited partner, or a group of limited partners, that holds or beneficially owns, and has continuously held or beneficially owned without interruption for the prior two years, 10% of the outstanding Common Units, and such limited partner, or each limited partner in such group, (A) was a limited partner at the time the notice provided for in the Partnership Agreement is delivered to our General Partner and (B) complies with the notice procedures set forth in the Partnership Agreement.

For any nominations brought before an annual meeting by a limited partner, the limited partner must give timely notice thereof in writing to our General Partner. The notice must contain certain information as described in the Partnership Agreement. To be timely, a limited partner's notice must be delivered to our General Partner not later than the close of business on the 90th day, nor earlier than the close of business on the 120th day, prior to the first anniversary of the preceding year's annual meeting. The public announcement of an adjournment or postponement of an annual meeting will not commence a new time period (or extend any time period) for the giving of a limited partner's notice as described above.

In the event that the number of directors is increased effective after the time period for which nominations would otherwise be due and there is no public announcement by us or our General Partner naming the nominees for the additional directorships at least 100 days prior to the first anniversary of the preceding year's annual meeting, a limited partner's notice will also be considered timely with respect to nominees for the additional directorships, if it is delivered to our General Partner not later than the close of business on the 10th day following the day on which such public announcement is first made by us or our General Partner.

Nominations for directors may be made at a special meeting of limited partners at which directors are to be elected in accordance with the provisions of the Partnership Agreement.

Only persons who are nominated in accordance with the procedures set forth in the Partnership Agreement will be eligible to be elected at an annual or special meeting of limited partners to serve as directors. Unless otherwise required by law or the Partnership Agreement, if each nominating limited partner does not appear at the annual or special meeting of limited partners to present a nomination, the nomination will be disregarded.

In addition to the provisions described above and in the Partnership Agreement, a limited partner must also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder. Any references in the Partnership Agreement to the Exchange Act or the rules promulgated thereunder are not intended to, and do not, limit any requirements applicable to nominations pursuant to the Partnership Agreement, and compliance with the Partnership Agreement is the exclusive means for a limited partner to make nominations.

Limited Call Right

If at any time our General Partner and its affiliates own more than 80% of the then-issued and outstanding limited partner interests of any class (other than the Series A Preferred Units), our General Partner will have the right, which it may assign in whole or in part to any affiliate of our General Partner, including us, to acquire all, but not less than all, of the remaining limited partner interests of the class held by unaffiliated persons as of a record date to be selected by our General Partner, on at least 10, but not more than 60, days' notice. The purchase price in the event of this purchase is the greater of:

- the highest price paid by our General Partner or any of its affiliates for any limited partner interests of the class purchased within the 90 days preceding the date on which our General Partner first mails notice of its election to purchase those limited partner interests; and

- the average of the daily closing prices of the partnership interests of such class for the 20 consecutive trading days immediately preceding the date three days before the date the notice is mailed.

As a result of our General Partner's right to purchase or cause the purchase of all outstanding limited partner interests, a holder of limited partner interests may have his limited partner interests purchased at an undesirable time or price. The tax consequences to a unitholder of the exercise of this call right are the same as a sale by that unitholder of his Common Units in the market.

Redemption of Ineligible Holders

In order to avoid any material adverse effect on the maximum applicable rates that can be charged to customers by our subsidiaries on assets that may be subject to rate regulation by the Federal Energy Regulatory Commission or an analogous regulatory body in the future, each transferee of partnership interests, upon becoming the record holder of such partnership interests, will automatically certify, and the General Partner at any time can request such holder to re-certify:

- that the transferee or unitholder is an individual or an entity subject to U.S. federal income taxation on the income generated by us; or
- that, if the transferee unitholder is an entity not subject to U.S. federal income taxation on the income generated by us, as in the case, for example, of a mutual fund taxed as a regulated investment company or a partnership, all the entity's owners are subject to U.S. federal income taxation on the income generated by us.

Furthermore, in order to avoid a substantial risk of cancellation or forfeiture of any property, including any governmental permit, endorsement or other authorization, in which we have an interest as the result of any federal, state or local law or regulation concerning the nationality, citizenship or other related status of any unitholder, our General Partner may at any time request unitholders to certify as to, or provide other information with respect to, their nationality, citizenship or other related status.

The certifications as to taxpayer status and nationality, citizenship or other related status can be changed in any manner our General Partner determines is necessary or appropriate to implement its original purpose.

If a unitholder fails to furnish the certification or other requested information with 30 days or if our General Partner determines, with the advice of counsel, upon review of such certification or other information that a unitholder does not meet the status set forth in the certification, we will have the right to redeem all of the units held by such unitholder at the average of the daily closing prices per limited partner interest of such class for the 20 consecutive trading days immediately prior to the date fixed for redemption.

The purchase price will be paid in cash or by delivery of a promissory note, as determined by our General Partner. Any such promissory note will bear interest at the rate of 5.0% annually and be payable in three equal annual installments of principal and accumulated interest, commencing one year after the redemption date. Further, the units will not be entitled to any allocations of income or loss, distributions or voting rights while held by such unitholder.

Listing

Our Common Units are listed on the NYSE under the symbol "SMLP." We have not applied for listing of the Series A Preferred Units and there is no established trading market for such securities.

Certain Definitions

"**Change of Control**" means the occurrence of any of the following:

1. the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all

of the properties or assets (including equity interests in our Restricted Subsidiaries) of us and our Restricted Subsidiaries taken as a whole, to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act);

2. the adoption of a plan relating to the liquidation or dissolution of us or Summit Holdings, or removal of our General Partner by our limited partners;

3. the consummation of any transaction (including any merger or consolidation), the result of which is that any "person" (as that term is used in Section 13(d)(3) of the Exchange Act), excluding the Qualifying Owners, becomes the beneficial owner, directly or indirectly, of more than 50% of the voting interests of us or our general partner, measured by voting power rather than number of shares, units or the like;

4. the consummation of any transaction (including any merger or consolidation) the result of which is that any "person" (as that term is used in Section 13(d)(3) of the Exchange Act), excluding the Qualifying Owners, becomes the beneficial owner, directly or indirectly, of more than 50% of the voting interests of Summit Midstream Partners, LLC, measured by voting power rather than number of shares, units or the like, at a time when Summit Midstream Partners, LLC beneficially owns a majority of the voting interests of our general partner; or

5. the consummation of any transaction whereby we cease to own directly or indirectly 100% of the equity interests in Summit Holdings.

Notwithstanding the preceding, a conversion of us or any of our Restricted Subsidiaries from a limited partnership, corporation, limited liability company or other form of entity to a limited liability company, corporation, limited partnership or other form of entity or an exchange of all of the outstanding equity interests in one form of entity for equity interests in another form of entity shall not constitute a Change of Control, so long as following such conversion or exchange the "persons" (as that term is used in Section 13(d)(3) of the Exchange Act) who beneficially owned our equity interests immediately prior to such transactions continue to beneficially own in the aggregate more than 50% of the voting interests of such entity, or continue to beneficially own sufficient equity interests in such entity to elect a majority of its directors, managers, trustees or other persons serving in a similar capacity for such entity or its general partner, as applicable, and, in either case no "person," excluding the Qualifying Owners, beneficially owns more than 50% of the voting interests of such entity or its general partner, as applicable.

In addition, a Change of Control shall not occur as a result of (i) a merger between us and our General Partner or (ii) any transaction in which Summit Holdings remains a subsidiary of us but one or more intermediate holding companies between Summit Holdings and us are added, liquidated, merged or consolidated out of existence.

"**Change of Control Triggering Event**" means the occurrence of a Change of Control that is accompanied or followed by a downgrade by one or more gradations (including both gradations within ratings categories and between ratings categories) or withdrawal of the rating of the Series A Preferred Units within the Ratings Decline Period by at least two of the rating agencies, as a result of which the rating of the Series A Preferred Units on any day during such Ratings Decline Period is below the rating by such rating agency in effect immediately preceding the first public announcement of the Change of Control (or occurrence thereof if such Change of Control occurs prior to public announcement).

"**Distribution Payment Date**" means the 15th day of June and December of each year through and including December 15, 2022 and, thereafter, quarterly in arrears on the 15th day of March, June, September and December of each year.

"**Fixed Rate Period**" means the period of time from and including the date of original issue to, but not including, December 15, 2022.

"**Floating Rate Period**" means the period of time beginning on and continuing after December 15, 2022.

"**Junior Securities**" means our Common Units and each other class or series of limited partner interests or other equity securities established after the original issue date of the Series A Preferred Units that is not expressly made senior to or pari passu with the Series A Preferred Units as to the payment of distributions and amounts payable on a liquidation event.

"**Material Senior Indebtedness**" means (a) the indebtedness issued under that certain First Supplemental Indenture, dated as of July 15, 2014, by and among Summit Holdings, Finance Corp., the guarantors party thereto and U.S. Bank National Association, (b) the indebtedness issued under that certain Second Supplemental Indenture, dated as of February 15, 2017, by and among Summit Holdings, Finance Corp., the guarantors party thereto and U.S. Bank National Association and (c) any future indebtedness of Summit Holdings or Finance Corp. in an amount greater than $200,000,000 issued under a note indenture (and not under any loan or other credit agreement with commercial banking institutions).

"**Parity Basket**" means:

1. if there is at least $100 million of outstanding Series A Preferred Units, the greater of (a) an aggregate $150 million of non-convertible Parity Securities and (b) so long as the market capitalization of our common units is at least $1.5 billion, an aggregate amount of Series A Preferred Units or other non-convertible Parity Securities such that, at the time of issuance, the aggregate amount of outstanding Series A Preferred Units and other Parity Securities does not exceed 15% of the value of all outstanding common units; or
2. if there is less than $100 million of outstanding Series A Preferred Units, an amount of Parity Securities as our general partner may determine.

In determining availability under the Parity Basket, the aggregate amount of Series A Preferred Units and Parity Securities will be calculated on an as-if converted basis, with the Series A Preferred Units and any other non-convertible Parity Securities being treated as convertible into common units at a ratio equal to the purchase price of such Parity Securities divided by the volume-weighted average price of the common units for the preceding 30 trading days.

"**Parity Securities**" means any class or series of partnership interests or other equity securities established after the original issue date of the Series A Preferred Units that is not expressly made senior or subordinated to the Series A Preferred Units as to the payment of distributions and amounts payable on a liquidation event.

"**Paying Agent**" means American Stock Transfer & Trust Company, LLC as the paying agent for the Series A Preferred Units.

"**Person**" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"**Qualifying Owners**" means the collective reference to (i) Energy Capital Partners II, LP, Energy Capital Partners II-A, L.P., Energy Capital Partners II-B IP, LP, Energy Capital Partners II-C (Summit IP), LP, Energy Capital Partners II (Summit Co-Invest), LP, SMLP Holdings, LLC and each of their affiliated funds and investment vehicles and any fund manager, general partner, managing member or principal of any of the foregoing; (ii) the officers, directors and management employees of us, Summit Holdings and our subsidiaries; and (iii) any person controlled by any of the persons described in any of the clauses (i) or (ii).

"**Ratings Decline Period**" means the period that (i) begins on the occurrence of a Change of Control and (ii) ends 60 days following consummation of such Change of Control.

"**Ratings Event**" means a change by any nationally recognized statistical rating organization (within the meaning of Section 3(a)(62) of the Exchange Act) that publishes a rating for us (a "**rating agency**") to its equity credit

criteria for securities such as the Series A Preferred Units, as such criteria are in effect as of the original issue date of the Series A Preferred Units (the "**current criteria**"), which change results in (i) any shortening of the length of time for which the current criteria are scheduled to be in effect with respect to the Series A Preferred Units, or (ii) a lower equity credit being given to the Series A Preferred Units than the equity credit that would have been assigned to the Series A Preferred Units by such rating agency pursuant to its current criteria.

"**Senior Securities**" means each other class or series of limited partner interests or other equity securities established after the original issue date of the Series A Preferred Units that is expressly made senior to the Series A Preferred Units as to the payment of distributions and amounts payable on a liquidation event.

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE EXCHANGE OFFER

The following is a discussion of the material U.S. federal income tax consequences of the Exchange Offer that may be relevant to holders of our Series A Preferred Units ("**Series A Preferred Unitholders**") 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 Exchange 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 Exchange 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 Exchange Offer or the ownership of Common Units 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 Common Units pursuant to the Exchange 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 Exchange 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 Series A Preferred Unitholder 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 Exchange Offer to such unitholder.

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 (please read the discussion below regarding our classification as a partnership for U.S. federal income tax purposes under "Material U.S. Federal Income Tax Consequences of Common Unit Ownership —Partnership Status"). 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, and the discussion below at "Material U.S. Federal Income Tax Consequences of Common Unit Ownership," assume 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 Common Units in the Exchange 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 Exchange Offer and of ownership of our Common Units.

Tax Consequences of the Exchange Offer

For U.S. federal income tax purposes, the Exchange Offer is intended to be treated as either (a) a transaction described in Section 721 of the Code in a manner consistent with Revenue Ruling 84-52, 1984-1 C.B. 157 or (b) a readjustment of partnership items among existing partners of a partnership not involving a sale or exchange.

The remainder of this discussion, except as otherwise noted, proceeds on the basis that (1) the Partnership will be classified as a partnership for U.S. federal income tax purposes at the time of the exchange (please read the discussion below regarding our classification as a partnership for U.S. federal income tax purposes under "Material U.S. Federal Income Tax Consequences of Common Unit Ownership — Partnership Status") and (2) the Exchange Offer will be treated for U.S. federal income tax purposes in the manner described above.

Nonrecognition of Gain or Loss

On the basis that the Series A Preferred Units and the Exchange Offer are treated in the manner described above, the receipt of Common Units by Series A Preferred Unitholders that are U.S. Holders in respect of their Series A Preferred Units is intended to not result in the recognition of taxable gain or loss to Series A Preferred Unitholders.

Tax Basis and Holding Period of Common Units Received

A Series A Preferred Unitholder's aggregate tax basis in the Common Units received in the Exchange Offer (and any Common Units held by such unitholder immediately prior to the exchange) as of immediately after the exchange generally will be equal to such Series A Preferred Unitholder's adjusted tax basis in the Series A Preferred Units exchanged therefor (and any Common Units held by such Series A Preferred Unitholder immediately prior to the exchange) as of immediately prior to the exchange (ignoring the effect of nonrecourse liabilities), increased by such Series A Preferred Unitholder's share of our nonrecourse liabilities immediately after the exchange attributable to the Common Units received in the Exchange Offer (and any Common Units held by such unitholder immediately prior to the exchange).

A holder of Series A Preferred Units will have a holding period in the Common Units received in the Exchange Offer that will be determined by reference to its holding period in the Series A Preferred Units exchanged therefor.

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

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/or Code Section 1446(f) in connection with the Exchange 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/or 1446(f) to their participation in the Exchange 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 the Foreign Investment in Real Property Tax Act ("**FIRPTA**") and Section 1446(f) the Internal Revenue Code of 1986, as amended (the "**Code**"), we will withhold as a tax 15% of the Exchange Consideration, or 5.7 Common Units out of every 38 Common Units otherwise issuable for each Series A Preferred Unit properly tendered and accepted by us (rounded up to the nearest whole number of Common Units), 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 Exchange Offer, we must receive, prior to the Expiration Date, 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 withholding, such as a certificate meeting the requirements of Treasury Regulations Section 1.1445-2(d)(2)(iii). A Beneficial Owner (or its broker) must send such form or documentation via email to summitmidstream@dfking.com prior to the Expiration Date in order to ensure such Beneficial Owner receives 100% of the Exchange Consideration, which is 38 Common Units issuable for each Series A Preferred Unit properly tendered and accepted by us. 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 to 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 the Expiration Date will receive 85 percent of the Exchange Consideration on the Settlement Date. Such Beneficial Owners or their brokers may email summitmidstream@dfking.com by the 10th day following the Settlement Date (the "**Tax Cutoff Date**") to either provide a properly completed IRS Form W9 or establish that they qualify for an alternative method for avoiding withholding (including, for example, by providing a certificate meeting the requirements of Treasury Regulations Section 1.1445-2(d)(2)(iii)). 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 to 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 15 percent of Exchange Consideration directly to any such Beneficial Owners that establish an exemption from withholding in this manner by the Tax Cutoff Date, and Beneficial Owners must make arrangements with American Stock Transfer & Trust Company, LLC, the depositary for the Exchange Offer, to receive their entitlement.

The fair market value of any 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 15 PERCENT OF YOUR EXCHANGE CONSIDERATION. BENEFICIAL OWNERS ARE URGED TO CONSULT THEIR TAX ADVISORS REGARDING THE APPLICATION OF FIRPTA AND/OR CODE SECTION 1446(F) TO THEIR PARTICIPATION IN THE EXCHANGE OFFER.

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES OF COMMON UNIT OWNERSHIP

Tax Consequences of Ownership of Common Units

This section is a summary of the material U.S. federal income tax consequences that may be relevant to U.S. holders with respect to the ownership of Common Units received in the Exchange Offer. This section is based upon current provisions of the Code, existing and proposed Treasury Regulations and current administrative rulings and court decisions, all of which are subject to change. Later changes in these authorities may cause the tax consequences to vary substantially from the consequences described below. Unless the context otherwise requires, references in this section to “us” or “we” are references to Summit Midstream Partners, LP and our operating subsidiaries.

The following discussion does not comment on all federal income tax matters affecting unitholders who receive Common Units in the Exchange Offer and does not describe the application of the alternative minimum tax that may be applicable to certain unitholders. Moreover, the discussion focuses on holders of our Common Unitholders who are U.S. Holders and has only limited application to corporations, estates, entities treated as partnerships for U.S. federal income tax purposes, trusts, nonresident aliens, U.S. expatriates and former citizens or long-term residents of the United States or other unitholders subject to specialized tax treatment, such as banks, insurance companies and other financial institutions, tax-exempt institutions, foreign persons (including, without limitation, controlled foreign corporations, passive foreign investment companies and non-U.S. persons eligible for the benefits of an applicable income tax treaty with the U.S.), IRAs, REITs or mutual funds, dealers in securities or currencies, traders in securities, U.S. persons whose “functional currency” is not the U.S. dollar, persons holding their units as part of a “straddle,” “hedge,” “conversion transaction” or other risk reduction transaction, and persons deemed to sell their units under the constructive sale provisions of the Code. In addition, the discussion only comments to a limited extent on state, local and foreign tax consequences. Accordingly, we encourage each unitholder who receives Common Units in the Exchange Offer to consult his own tax advisor in analyzing the state, local and foreign tax consequences particular to him of the ownership or disposition of units and potential changes in applicable tax laws.

The Partnership has not sought a ruling from the IRS or an opinion of counsel with respect to any of the statements made herein, and the statements made herein may not be sustained by a court if contested by the IRS. Any contest of this sort with the IRS may materially and adversely impact the market for our Common Units and the prices at which our units trade. In addition, the costs of any contest with the IRS, principally legal, accounting and related fees, will result in a reduction in our cash available for distribution and thus will be borne indirectly by our unitholders. Additionally, if the IRS makes an audit adjustment to any of our income tax returns, our unitholders will directly or indirectly bear any taxes (including any applicable penalties and interest) resulting from such audit adjustment (please read “— Administrative Matters — Information Returns and Audit Procedures”). Furthermore, the tax treatment of us, or of an investment in us, may be significantly modified by future legislative or administrative changes or court decisions. Any modifications may or may not be retroactively applied.

Partnership Status

A partnership is not a taxable entity and generally incurs no federal income tax liability. Instead, each partner of a partnership is required to take into account his share of items of income, gain, loss and deduction of the partnership in computing his federal income tax liability, regardless of whether cash distributions are made to him by the partnership. Distributions by a partnership to a partner are generally not taxable to the partnership or the partner unless the amount of cash distributed to him is in excess of the partner’s adjusted basis in his partnership interest.

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.

The portion of our income that is qualifying income may change from time to time, but we believe that for each taxable year, more than 90% of our gross income has been and will be "qualifying income" within the meaning of Section 7704(d) of the Code. 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 (please read the discussion above of the character of Series A Preferred Units as a partnership interests under "Material U.S. Federal Income Tax Consequences of the Exchange Offer — Tax Character of Series A Preferred Units"), the Exchange 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 Exchange Offer, in which case the estimate of our qualifying income percentage above would be accurate even if the Series A Preferred Units were recharacterized as indebtedness for federal income tax purposes.

For the reasons stated above and for other reasons, we believe that we will be classified as a partnership for federal income tax purposes and that each of our operating subsidiaries will be treated as a partnership or will be disregarded as an entity separate from us for federal income tax purposes. The IRS has made no determination as to our status or the status of our operating subsidiaries for federal income tax purposes.

The present federal income tax treatment of publicly traded partnerships or an investment in the units of publicly traded partnerships may be modified by administrative or legislative action or judicial interpretation at any time. For example, from time to time, the President and members of the U.S. Congress propose and consider substantive changes to the existing federal income tax laws that affect publicly traded partnerships, such as proposals eliminating the Qualifying Income Exception upon which we rely for our treatment as a partnership for U.S. federal income tax purposes. One recent proposal was contained in the Biden Administration's budget proposal released on May 28, 2021, which would repeal the application of the Qualifying Income Exception to partnerships with income and gains from activities relating to fossil fuels for taxable years beginning after 2026. Additionally, Senate Finance Committee Chair Ron Wyden recently proposed legislation that would repeal the application of the Qualifying Income Exception to all partnerships for taxable years beginning after 2022. We are unable to predict whether any such changes will ultimately be enacted, but it is possible that a change in law could affect us and may, if enacted, be applied retroactively. Any such changes could affect our ability to meet the Qualifying Income Exception and could negatively impact the value of an investment in our Common Units.

If we fail to meet the Qualifying Income Exception, other than a failure that is determined by the IRS to be inadvertent and that is cured within a reasonable time after discovery (in which case the IRS may also require us to make adjustments with respect to our unitholders or pay other amounts), we will be treated as if we had transferred all of our assets, subject to our liabilities, to a newly formed corporation, on the first day of the year in which we fail to meet the Qualifying Income Exception, in return for stock in that corporation, and then distributed that stock to the unitholders in liquidation of their interests in us. This deemed contribution and liquidation should be tax-free to unitholders and us so long as we, at that time, do not have liabilities in excess of the tax basis of our assets. Thereafter, we would be treated as a corporation for federal income tax purposes.

If we were treated as an association taxable as a corporation in any taxable year, either as a result of a failure to meet the Qualifying Income Exception or otherwise, our items of income, gain, loss and deduction would be reflected only on our tax return rather than being passed through to our unitholders, and our net income would be

taxed to us at corporate rates. In addition, any distribution made to a unitholder would be treated as taxable dividend income, to the extent of our current and accumulated earnings and profits, or, in the absence of earnings and profits, a nontaxable return of capital, to the extent of the unitholder's tax basis in his Common Units, or taxable capital gain, after the unitholder's tax basis in his Common Units is reduced to zero. Accordingly, taxation as a corporation could result in a material reduction in a unitholder's cash flow and after-tax return and may result in a substantial reduction of the value of the units.

The discussion below is based on the assumptions that, for federal income tax purposes, (i) we will be classified as a partnership and (ii) the Series A Preferred Units exchanged for Common Units in the Exchange Offer are partnership interests (please read the discussion above of the character of Series A Preferred Units as a partnership interests under "Material U.S. Federal Income Tax Consequences of the Exchange Offer — Tax Character of Series A Preferred Units").

Limited Partner Status

Common Unitholders who are admitted as limited partners of the Partnership will be treated as partners of the Partnership for federal income tax purposes. Also, unitholders whose Common Units are held in street name or by a nominee and who have the right to direct the nominee in the exercise of all substantive rights attendant to the ownership of their units will be treated as partners of the Partnership for federal income tax purposes.

A beneficial owner of Common Units whose units have been transferred to a short seller to complete a short sale would appear to lose his status as a partner with respect to those units for federal income tax purposes. Please read "— Tax Consequences of Common Unit Ownership — Treatment of Short Sales."

Income, gains, losses or deductions would not appear to be reportable by a unitholder who is not a partner for federal income tax purposes, and any cash distributions received by a unitholder who is not a partner for federal income tax purposes would therefore appear to be fully taxable as ordinary income. These holders are urged to consult their tax advisors with respect to the tax consequences to them of holding Common Units in us. The references to "unitholders" in the discussion that follows are to persons who are treated as partners in the Partnership for federal income tax purposes.

Tax Consequences of Common Unit Ownership

Flow-Through of Taxable Income

Subject to the discussion below under "— Entity-Level Collections" and "— Administrative Matters — Information Returns and Audit Procedures," we will not pay any federal income tax. Instead, each Common Unitholder will be required to report on his income tax return his share of our income, gains, losses and deductions without regard to whether we make cash distributions to him. Consequently, we may allocate income to a unitholder even if he has not received a cash distribution. The income we allocate to unitholders will generally be taxable as ordinary income. Each unitholder will be required to include in income his allocable share of our income, gains, losses and deductions for our taxable year ending with or within his taxable year. Our taxable year ends on December 31.

Treatment of Distributions

Distributions, if any, by us to a Common Unitholder generally will not be taxable to the unitholder for federal income tax purposes, except to the extent the amount of any such cash distribution exceeds his tax basis in his Common Units immediately before the distribution. Our cash distributions in excess of a unitholder's tax basis generally will be considered to be gain from the sale or exchange of the Common Units, taxable in accordance with the rules described under "— Disposition of Common Units." Any reduction in a unitholder's share of our liabilities for which no partner, including the General Partner, bears the economic risk of loss, known as

"nonrecourse liabilities," will be treated as a distribution by us of cash to that unitholder. To the extent our distributions cause a unitholder's "at-risk" amount to be less than zero at the end of any taxable year, he must recapture any losses deducted in previous years. Please read "— Limitations on Deductibility of Losses."

A decrease in a Common Unitholder's percentage interest in us because of our future issuance of additional units will decrease his share of our nonrecourse liabilities, and thus will result in a corresponding deemed distribution of cash. This deemed distribution may constitute a non-pro rata distribution. A non-pro rata distribution of money or property may result in ordinary income to a unitholder, regardless of his tax basis in his Common Units, if the distribution reduces the unitholder's share of our "unrealized receivables," including depreciation recapture and/or substantially appreciated "inventory items," each as defined in the Code, and collectively, "**Section 751 Assets**." To that extent, the unitholder will be treated as having been distributed his proportionate share of the Section 751 Assets and then having exchanged those assets with us in return for the non-pro rata portion of the actual distribution made to him. This latter deemed exchange will generally result in the unitholder's realization of ordinary income, which will equal the excess of (i) the non-pro rata portion of that distribution over (ii) the unitholder's tax basis (generally zero) for the share of Section 751 Assets deemed relinquished in the exchange.

Basis of Common Units

A unitholder's initial tax basis for Common Units received in the Exchange Offer will be determined as set forth above in "Material U.S. Federal Income Tax Consequences of the Exchange Offer — Tax Consequences of the Exchange Offer — Tax Basis and Holding Period of Common Units Received." That basis will be increased by his share of our income and by any increases in his share of our nonrecourse liabilities. That basis will be decreased, but not below zero, by distributions from us, by the unitholder's share of our losses, by any decreases in his share of our nonrecourse liabilities and by his share of our expenditures that are not deductible in computing taxable income and are not required to be capitalized, and by any excess business interest allocated to the unitholder. Immediately prior to the disposition of Common Units, a unitholder's tax basis in such Common Units will be increased by the amount of any excess business interest that has not been deducted by him due to applicable limitations. Please read "— Limitations on Deductibility of Losses." A unitholder will have a share, generally based on his share of profits, of our nonrecourse liabilities. Please read "— Disposition of Common Units — Recognition of Gain or Loss."

Limitations on Deductibility of Losses

The deduction by a Common Unitholder of his share of our losses will be limited to the tax basis in his units and, in the case of an individual unitholder, estate, trust, or corporate unitholder (if more than 50% of the value of the corporate unitholder's stock is owned directly or indirectly by or for five or fewer individuals or some tax-exempt organizations) to the amount for which the unitholder is considered to be "at risk" with respect to our activities, if that is less than his tax basis. A Common Unitholder subject to these limitations must recapture losses deducted in previous years to the extent that distributions cause his at-risk amount to be less than zero at the end of any taxable year. Losses disallowed to a unitholder or recaptured as a result of these limitations will carry forward and will be allowable as a deduction to the extent that his at-risk amount is subsequently increased, provided such losses do not exceed such Common Unitholder's tax basis in his Common Units. Upon the taxable disposition of a unit, any gain recognized by a unitholder can be offset by losses that were previously suspended by the at-risk limitation but may not be offset by losses suspended by the basis limitation. Any loss previously suspended by the at-risk limitation in excess of that gain would no longer be utilizable.

In general, a Common Unitholder will be at risk to the extent of the tax basis of his units, excluding any portion of that basis attributable to his share of our nonrecourse liabilities, reduced by (i) any portion of that basis representing amounts otherwise protected against loss because of a guarantee, stop loss agreement or other similar arrangement and (ii) any amount of money he borrows to acquire or hold his units, if the lender of those borrowed funds owns an interest in us, is related to the unitholder or can look only to the units for repayment. A unitholder's at-risk amount will increase or decrease as the tax basis of the unitholder's units increases or decreases, other than tax basis increases or decreases attributable to increases or decreases in his share of our nonrecourse liabilities.

In addition to the basis and at-risk limitations on the deductibility of losses, the passive loss limitations generally provide that individuals, estates, trusts and some closely-held corporations and personal service corporations can deduct losses from passive activities, which are generally trade or business activities in which the taxpayer does not materially participate, only to the extent of the taxpayer's income from those passive activities. The passive loss limitations are applied separately with respect to each publicly traded limited partnership. Consequently, any passive losses we generate will only be available to offset our passive income generated in the future and will not be available to offset income from other passive activities or investments, including our investments or a unitholder's investments in other publicly traded limited partnerships, or the unitholder's salary, active business or other income. Passive losses that are not deductible because they exceed a unitholder's share of income we generate may be deducted in full when he disposes of his entire investment in us in a fully taxable transaction with an unrelated party. The passive loss limitations are applied after other applicable limitations on deductions, including the at-risk rules and the basis limitation.

A unitholder's share of our net income may be offset by any of our suspended passive losses, but it may not be offset by any other current or carryover losses from other passive activities, including those attributable to other publicly traded limited partnerships.

For taxable years beginning after December 31, 2020 and before January 1, 2026, an "excess business loss" limitation further limits the deductibility of losses by taxpayers other than corporations. An excess business loss is the excess (if any) of a taxpayer's aggregate deductions for the taxable year that are attributable to the trades or businesses of such taxpayer (determined without regard to the excess business loss limitation) over the aggregate gross income or gain of such taxpayer for the taxable year that is attributable to such trades or businesses plus a threshold amount. The threshold amount is equal to $250,000 or, for taxpayers filing a joint return, $500,000. Disallowed excess business losses are treated as a net operating loss carryover to the following tax year. Any losses we generate that are allocated to a Common Unitholder and not otherwise limited by the basis, at risk or passive loss limitations will be included in the determination of such unitholder's aggregate trade or business deductions. Consequently, any losses we generate that are not otherwise limited will only be available to offset a unitholder's other trade or business income plus an amount of non-trade or business income equal to the applicable threshold amount. Thus, except to the extent of the threshold amount, our losses that are not otherwise limited may not offset a unitholder's non-trade or business income (such as salaries, fees, interest, dividends and capital gains). This excess business loss limitation will be applied after the passive activity loss limitation.

Limitations on Interest Deductions

In general, we are entitled to a deduction for interest paid or accumulated on indebtedness properly allocable to our trade or business during our taxable year. Under 2017 legislation known as the Tax Cuts and Jobs Act, our deduction for this "business interest" is limited to the sum of our business interest income and 30% of our "adjusted taxable income." Proposed regulations adopt a broad definition of interest, treating certain amounts, including amounts paid as guaranteed payments for the use of capital with respect to our Series A Preferred Units, as business interest subject to the limitation. For the purposes of this limitation, our adjusted taxable income is computed without regard to any business interest or business interest income, and in the case of taxable years beginning before January 1, 2022, any deduction allowable for depreciation, amortization, or depletion. This limitation is first applied at the partnership level and any deduction for business interest is taken into account in determining our non-separately stated taxable income or loss. Then, in applying this business interest limitation at the partner level, the adjusted taxable income of each of our unitholders is determined without regard to such unitholder's distributive share of any of our items of income, gain, deduction, or loss and is increased by such unitholder's distributive share of our excess taxable income, which is generally equal to the excess of 30% of our adjusted taxable income over the amount of our deduction for business interest for a taxable year.

To the extent our deduction for business interest is not limited, we will allocate the full amount of our deduction for business interest among our unitholders in accordance with their percentage interests in us. To the extent our

deduction for business interest is limited, the amount of any disallowed deduction for business interest will also be allocated to each unitholder in accordance with their percentage interest in us, but such amount of "excess business interest" will not be currently deductible. Subject to certain limitations and adjustments to a unitholder's basis in its Common Units, this excess business interest may be carried forward and deducted by a unitholder in a future taxable year.

The deductibility of a non-corporate taxpayer's "investment interest expense" is generally limited to the amount of that taxpayer's "net investment income." Investment interest expense includes:

- interest on indebtedness properly allocable to property held for investment;
- our interest expense attributed to portfolio income; and
- the portion of interest expense incurred to purchase or carry an interest in a passive activity to the extent attributable to portfolio income.

The computation of a Common Unitholder's investment interest expense will take into account interest on any margin account borrowing or other loan incurred to purchase or carry a unit. Net investment income includes gross income from property held for investment and amounts treated as portfolio income under the passive loss rules, less deductible expenses, other than interest, directly connected with the production of investment income, but generally does not include gains attributable to the disposition of property held for investment or (if applicable) qualified dividend income. The IRS has indicated that the net passive income earned by a publicly traded limited partnership will be treated as investment income to its unitholders. In addition, the unitholder's share of our portfolio income will be treated as investment income.

These rules were modified in 2020 by the Coronavirus Aid, Relief, and Economic Security Act (the "**CARES Act**"). Under the CARES Act, we may elect to increase the amount of business interest expense we are allowed to deduct by increasing the 30% limitation to 50% of adjusted taxable income for our 2020 tax year. In determining the interest deductibility limitation for our 2020 tax year, we may elect to utilize the amount of our adjusted taxable income generated in our 2019 tax year.

Entity-Level Collections

If we are required or elect under applicable law to pay any federal, state, local or foreign income tax on behalf of any Common Unitholder or our General Partner or any former unitholder, we are authorized to pay those taxes from our funds. That payment, if made, will be treated as a distribution of cash to the unitholder on whose behalf the payment was made. If the payment is made on behalf of a person whose identity cannot be determined, we are authorized to treat the payment as a distribution to all current unitholders. We are authorized to amend our partnership agreement in the manner necessary to maintain uniformity of intrinsic tax characteristics of units and to adjust later distributions, so that after giving effect to these distributions, the priority and characterization of distributions otherwise applicable under our partnership agreement is maintained as nearly as is practicable. Payments by us as described above could give rise to an overpayment of tax on behalf of an individual unitholder in which event the unitholder would be required to file a claim in order to obtain a credit or refund. Please read "— Administrative Matters — Information Returns and Audit Procedures."

Allocation of Income, Gain, Loss and Deduction

In general, if we have a net profit, our items of income, gain, loss and deduction will be allocated among our Common Unitholders in accordance with their percentage interests in us. If we have a net loss, that loss will generally be allocated among all of our Common Unitholders in accordance with their percentage interests in us to the extent of their positive capital accounts. If the capital accounts of the Common Unitholders have been reduced to zero, losses will be allocated to the Series A Preferred Units until the capital accounts of the Series A Preferred Units are reduced to zero, and to our Common Unitholders thereafter. If Series A Preferred Units are allocated losses in any taxable period, gross income from a subsequent taxable period, if any, would be allocated to the Series A Preferred Units in a manner designed to provide their liquidation preferences.

Section 704(c) of the Code and related Treasury Regulations require us to adjust the "book" basis of all assets held by us prior to an issuance of additional units to equal their fair market values at the time of a unit issuance. Purchasers of units in an offering are entitled to calculate tax depreciation and amortization deductions and other relevant tax items with respect to our assets based upon that "book" basis, which effectively puts purchasers in that offering in the same position as if our assets had a tax basis equal to their fair market value at the time of unit issuance. This may have the effect of decreasing the amount of our tax depreciation or amortization deductions thereafter allocated to purchasers of units in an earlier offering or of requiring purchasers of units in an earlier offering to thereafter recognize "remedial income" rather than depreciation and amortization deductions. In this context, we use the term "book" as that term is used in Treasury Regulations under Section 704 of the Code. The "book" basis assigned to our assets for this purpose may not be the same as the book value of our property for financial reporting purposes. In addition, the application of Section 704(c) of the Code will cause the net income allocated to a recipient of Common Units in the Exchange Offer to depend in part on the tax basis of the Series A Preferred Units surrendered in the Exchange Offer.

It may not be administratively feasible to make the relevant adjustments to "book" basis and the relevant Section 704(c) allocations separately each time we issue units, particularly in the case of small or frequent unit issuances. If that is the case, we may use simplifying conventions to make those adjustments and allocations, which may include the aggregation of certain issuances of units.

In addition, items of recapture income will be allocated to the extent possible to the unitholder who was allocated the deduction giving rise to the treatment of that gain as recapture income in order to minimize the recognition of ordinary income by some unitholders. Finally, although we do not expect that our operations will result in the creation of negative capital accounts, if negative capital accounts nevertheless result, items of our income and gain will be allocated in an amount and manner sufficient to eliminate the negative balance as quickly as possible.

An allocation of items of our income, gain, loss or deduction, other than an allocation required under the Section 704(c) principles described above, will generally be given effect for federal income tax purposes in determining a partner's share of an item of income, gain, loss or deduction only if the allocation has "substantial economic effect." In any other case, a partner's share of an item will be determined on the basis of his interest in us, which will be determined by taking into account all the facts and circumstances, including:

- his relative contributions to us;
- the interests of all the partners in profits and losses;
- the interest of all the partners in cash flows; and
- the rights of all the partners to distributions of capital upon liquidation.

Treatment of Short Sales

A Common Unitholder whose units are loaned to a "short seller" to cover a short sale of units may be considered as having disposed of those units. If so, he would no longer be treated for tax purposes as a partner with respect to those units during the period of the loan and may recognize gain or loss from the disposition. As a result, during this period:

- any of our income, gain, loss or deduction with respect to those units would not be reportable by the unitholder;
- any cash distributions received by the unitholder as to those units would be fully taxable; and
- while not entirely free from doubt, all of these distributions would appear to be ordinary income.

There is no direct or indirect controlling authority regarding the tax treatment of a unitholder whose Common Units are loaned to a short seller to cover a short sale of Common Units; therefore, unitholders desiring to assure

their status as partners and avoid the risk of gain recognition from a loan to a short seller are urged to consult a tax advisor to discuss whether it is advisable to modify any applicable brokerage account agreements to prohibit their brokers from borrowing and loaning their units. The IRS has previously announced that it is studying issues relating to the tax treatment of short sales of partnership interests. Please read "— Disposition of Common Units — Recognition of Gain or Loss."

Tax Rates

The highest marginal U.S. federal income tax rate applicable to ordinary income of individuals is 37% and the highest marginal U.S. federal income tax rate applicable to long-term capital gains (generally, capital gains on certain assets held for more than twelve months) of individuals is 20%.

For taxable years beginning before January 1, 2026, subject to certain limitations, a non-corporate Common Unitholder is entitled to a deduction equal to 20% of the sum of:

- the net amount of such unitholder's allocable share of items of our income, gain, deduction and loss which are attributable to our conduct of a trade or business in the United States (generally excluding certain items related to our investment activities, including capital gains and dividends, which are subject to a federal income tax rate of 20%, and certain payments made to the unitholder for services rendered to us); and
- any gain recognized by such unitholder on the disposition of his Common Units to the extent such gain is attributable to certain Section 751 Assets, including depreciation recapture, depletion recapture and "inventory items" we own.

Unitholders who receive Common Units in the Exchange Offer should consult their tax advisors regarding this deduction and the applicable limitations. These rates, and the deduction, are subject to change by new legislation at any time.

In addition, a 3.8% Medicare tax, or NIIT, applies to certain net investment income earned by individuals, estates and trusts. For these purposes, net investment income generally includes a unitholder's allocable share of our income and gain realized by a unitholder from a sale of units (without taking into account the 20% deduction discussed above). In the case of an individual, the tax is imposed on the lesser of (i) the unitholder's net investment income and (ii) the amount by which the unitholder's modified adjusted gross income exceeds $250,000 (if the unitholder is married and filing jointly or a surviving spouse), $125,000 (if the unitholder is married and filing separately) or $200,000 (in any other case). In the case of an estate or trust, the tax is imposed on the lesser of (i) undistributed net investment income and (ii) the excess adjusted gross income over the dollar amount at which the highest income tax bracket applicable to an estate or trust begins.

Section 754 Election

We have made an election permitted by Section 754 of the Code. That election is irrevocable without the consent of the IRS. The election will generally permit us to adjust a Common Unit purchaser's tax basis in our assets ("**inside basis**") under Section 743(b) of the Code to reflect his purchase price. This election does not apply with respect to a person who purchases Common Units directly from us. The Section 743(b) adjustment belongs to the purchaser and not to other unitholders. For purposes of this discussion, the inside basis in our assets with respect to a unitholder will be considered to have two components: (i) his share of our tax basis in our assets, or common basis, and (ii) his Section 743(b) adjustment to that basis.

The timing of deductions attributable to a Section 743(b) adjustment to our common basis will depend upon a number of factors, including the nature of the assets to which the adjustment is allocable, the extent to which the adjustment offsets any Section 704(c) type gain or loss with respect to an asset and certain elections we make as to the manner in which we apply Section 704(c) principles with respect to an asset with respect to which the adjustment is allocable. Please read "— Allocation of Income, Gain, Loss and Deduction." The timing of these deductions may affect the uniformity of our units. Please read "— Uniformity of Common Units."

A Section 754 election is advantageous if the transferee's tax basis in his units is higher than the units' share of the aggregate tax basis of our assets immediately prior to the transfer. In that case, as a result of the election, the transferee would have, among other items, a greater amount of depreciation deductions and his share of any gain or loss on a sale of our assets would be less. Conversely, a Section 754 election is disadvantageous if the transferee's tax basis in his units is lower than those units' share of the aggregate tax basis of our assets immediately prior to the transfer. Thus, the fair market value of the units may be affected either favorably or unfavorably by the election. A basis adjustment is required regardless of whether a Section 754 election is made in the case of a transfer of an interest in us if we have a substantial built-in loss immediately after the transfer, or if we distribute property and have a substantial basis reduction. Generally a built-in loss or a basis reduction is substantial if it exceeds $250,000. In addition, a built-in loss is substantial if the transferee would be allocated a net loss in excess of $250,000 on a hypothetical sale of our assets for their fair market value immediately after a transfer of the interest at issue.

Subject to certain limitations, a Section 743(b) adjustment may create additional depreciable basis that is eligible for bonus depreciation under Section 168(k) to the extent the adjustment is attributable to depreciable property and not to goodwill or real property. However, because we may not be able to determine whether transfers of our units satisfy all of the eligibility requirements and due to other limitations regarding administrability, we may elect out of the bonus depreciation provisions of Section 168(k) with respect to basis adjustments under Section 743(b).

The calculations involved in the Section 754 election are complex and will be made on the basis of assumptions as to the value of our assets and other matters. For example, the allocation of the Section 743(b) adjustment among our assets must be made in accordance with the Code. The IRS could seek to reallocate some or all of any Section 743(b) adjustment allocated by us to our tangible assets to goodwill instead. Goodwill, as an intangible asset, is generally nonamortizable or amortizable over a longer period of time or under a less accelerated method than our tangible assets. We cannot assure you that the determinations we make will not be successfully challenged by the IRS and that the deductions resulting from them will not be reduced or disallowed altogether. Should the IRS require a different basis adjustment to be made, and should, in our opinion, the expense of compliance exceed the benefit of the election, we may seek permission from the IRS to revoke our Section 754 election. If permission is granted, a subsequent purchaser of units may be allocated more income than he would have been allocated had the election not been revoked.

Tax Treatment of Operations

Accounting Method and Taxable Year

We use the year ending December 31 as our taxable year and the accrual method of accounting for federal income tax purposes. Each Common Unitholder will be required to include in income his share of our income, gain, loss and deduction for our taxable year ending within or with his taxable year. In addition, a unitholder who has a taxable year ending on a date other than December 31 and who disposes of all of his units following the close of our taxable year but before the close of his taxable year must include his share of our income, gain, loss and deduction in income for his taxable year, with the result that he will be required to include in income for his taxable year his share of more than twelve months of our income, gain, loss and deduction. Please read "— Disposition of Common Units — Allocations Between Transferors and Transferees."

Tax Basis, Depreciation and Amortization

The tax basis of our assets will be used for purposes of computing depreciation and cost recovery deductions and, ultimately, gain or loss on the disposition of these assets. The federal income tax burden associated with the difference between the fair market value of our assets and their tax basis immediately prior to an offering will be borne by all of our unitholders as of that time. Please read "— Tax Consequences of Common Unit Ownership — Allocation of Income, Gain, Loss and Deduction."

To the extent allowable, we may elect to use the depreciation and cost recovery methods, including bonus depreciation to the extent available, that will result in the largest deductions being taken in the early years after assets subject to these allowances are placed in service. Part of or all of the goodwill, going concern value and other intangible assets we have acquired or will acquire in connection with an offering may not produce any amortization deductions because of the application of the anti-churning restrictions of Section 197 of the Code. Please read "— Uniformity of Common Units." Property we subsequently acquire or construct may be depreciated using accelerated methods permitted by the Code.

If we dispose of depreciable property by sale, foreclosure or otherwise, all or a portion of any gain, determined by reference to the amount of depreciation previously deducted and the nature of the property, may be subject to the recapture rules and taxed as ordinary income rather than capital gain. Similarly, a Common Unitholder who has taken cost recovery or depreciation deductions with respect to property we own will likely be required to recapture some or all of those deductions as ordinary income upon a sale of his interest in us. Please read "— Tax Consequences of Common Unit Ownership — Allocation of Income, Gain, Loss and Deduction" and "— Disposition of Common Units — Recognition of Gain or Loss."

The costs we incur in selling our units (called "**syndication expenses**") must be capitalized and cannot be deducted currently, ratably or upon our termination. There are uncertainties regarding the classification of costs as organization expenses, which may be amortized by us, and as syndication expenses, which may not be amortized by us. The underwriting discounts and commissions we incur will be treated as syndication expenses.

We are allowed a first-year bonus depreciation deduction equal to 100% of the adjusted basis of certain depreciable property acquired and placed in service after September 27, 2017 and before January 1, 2023. For property placed in service during subsequent years, the deduction is phased down by 20% per year until December 31, 2026. This depreciation deduction applies to both new and used property. However, use of the deduction with respect to used property is subject to certain anti-abuse restrictions, including the requirement that the property be acquired from an unrelated party. We can elect to forgo the depreciation bonus and use the alternative depreciation system for any class of property for a taxable year.

Valuation and Tax Basis of Our Properties

The federal income tax consequences of the ownership and disposition of Common Units will depend in part on our estimates of the relative fair market values, and the initial tax bases, of our assets. Although we may from time to time consult with professional appraisers regarding valuation matters, we will make many of the relative fair market value estimates ourselves. These estimates and determinations of basis are subject to challenge and will not be binding on the IRS or the courts. If the estimates of fair market value or basis are later found to be incorrect, the character and amount of items of income, gain, loss or deductions previously reported by unitholders might change, and unitholders might be required to adjust their tax liability for prior years and incur interest and penalties with respect to those adjustments.

Disposition of Common Units

Recognition of Gain or Loss

Gain or loss will be recognized on a sale of Common Units equal to the difference between the amount realized and the unitholder's tax basis for the units sold. A unitholder's amount realized will be measured by the sum of the cash or the fair market value of other property received by him plus his share of our nonrecourse liabilities. Because the amount realized includes a unitholder's share of our nonrecourse liabilities, the gain recognized on the sale of units could result in a tax liability in excess of any cash received from the sale.

Prior distributions from us that in the aggregate were in excess of cumulative net taxable income for a Common Unit and, therefore, decreased a unitholder's tax basis in that unit will, in effect, become taxable income if the unit is sold at a price greater than the unitholder's tax basis in that unit, even if the price received is less than his original cost.

Except as noted below, gain or loss recognized by a unitholder, other than a "dealer" in units, on the sale or exchange of a unit will generally be taxable as capital gain or loss. Capital gain recognized by an individual on the sale of units held for more than twelve months will generally be taxed at the U.S. federal income tax rate applicable to long-term capital gains. However, a portion of this gain or loss, which will likely be substantial, will be separately computed and taxed as ordinary income or loss under Section 751 of the Code to the extent attributable to assets giving rise to depreciation recapture or other "unrealized receivables" or to "inventory items" we own. The term "**unrealized receivables**" includes potential recapture items, including depreciation recapture. Ordinary income attributable to unrealized receivables, inventory items and depreciation recapture may exceed net taxable gain realized upon the sale of a unit and may be recognized even if there is a net taxable loss realized on the sale of a unit. Thus, a unitholder may recognize both ordinary income and a capital loss upon a sale of units. Capital losses may offset capital gains and no more than $3,000 of ordinary income, in the case of individuals, and may only be used to offset capital gains in the case of corporations. Both ordinary income and capital gain recognized on a sale of units may be subject to the NIIT in certain circumstances. Please read "— Tax Consequences of Common Unit Ownership — Tax Rates."

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 those interests. 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 his 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 unitholder who can identify Common 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 above, a Common Unitholder will be unable to select high or low basis units to sell as would be the case with corporate stock, but, according to the Treasury Regulations, he may designate specific units sold for purposes of determining the holding period of units transferred. A unitholder electing to use the actual holding period of Common Units transferred must consistently use that identification method for all subsequent sales or exchanges of units. A Common Unitholder considering the purchase of additional units or a sale of units purchased in separate transactions is urged to consult his tax advisor as to the possible consequences of this ruling and application of the Treasury Regulations.

Specific provisions of the Code affect the taxation of some financial products and securities, including partnership interests, by treating a taxpayer as having sold an "appreciated" partnership interest, one in which gain would be recognized if it were sold, assigned or terminated at its fair market value, if the taxpayer or related persons enter(s) into:

- a short sale;
- an offsetting notional principal contract; or
- a futures or forward contract;

in each case, with respect to the partnership interest or substantially identical property.

Moreover, if a taxpayer has previously entered into a short sale, an offsetting notional principal contract or a futures or forward contract with respect to the partnership interest, the taxpayer will be treated as having sold that position if the taxpayer or a related person then acquires the partnership interest or substantially identical property. The Secretary of the Treasury is also authorized to issue regulations that treat a taxpayer that enters into transactions or positions that have substantially the same effect as the preceding transactions as having constructively sold the financial position.

Allocations Between Transferors and Transferees

In general, our taxable income or loss will be determined annually, will be prorated on a monthly basis and will be subsequently apportioned among the unitholders in proportion to the number of units owned by each of them

as of the opening of the applicable exchange on the first business day of the month, which we refer to in this Offer to Exchange as the "**Allocation Date**." However, gain or loss realized on a sale or other disposition of our assets or, in the discretion of the General Partner, any other extraordinary item of income, gain, loss or deduction will be allocated among the unitholders on the Allocation Date in the month in which such income, gain, loss or deduction is recognized. As a result, a unitholder transferring units may be allocated income, gain, loss and deduction realized after the date of transfer.

Simplifying conventions are contemplated by the Code and most publicly traded partnerships use similar simplifying conventions. The Treasury Regulations allow a similar monthly simplifying convention. If this method is not allowed under the Treasury Regulations, or only applies to transfers of less than all of the unitholder's interest, our taxable income or losses could be reallocated among our unitholders. We are authorized to revise our method of allocation between transferee and transferor unitholders, as well as among unitholders whose interests vary during a taxable year, to conform to a method permitted under future Treasury Regulations. A Common Unitholder who disposes of units prior to the record date set for a cash distribution for that quarter will be allocated items of our income, gain, loss and deduction attributable to the month of disposition but will not be entitled to receive a cash distribution for that period.

Notification Requirements

A Common Unitholder who sells any of his units is generally required to notify us in writing of that sale within 30 days after the sale (or, if earlier, January 15 of the year following the sale). A purchaser of units who purchases units from another unitholder is also generally required to notify us in writing of that purchase within 30 days after the purchase. Upon receiving such notifications, we are required to notify the IRS of that transaction and to furnish specified information to the transferor and transferee. Failure to notify us of a purchase may, in some cases, lead to the imposition of penalties. However, these reporting requirements do not apply to a sale by an individual who is a citizen of the U.S. and who effects the sale or exchange through a broker who will satisfy such requirements.

Uniformity of Common Units

Because we cannot match transferors and transferees of Common Units, we must maintain uniformity of the economic and tax characteristics of the units to a purchaser of these units. In the absence of uniformity, we may be unable to completely comply with a number of federal income tax requirements, both statutory and regulatory. Any non-uniformity could have an impact upon the value of our units. The timing of deductions attributable to Section 743(b) adjustments to the common basis of our assets with respect to persons purchasing units from another unitholder may affect the uniformity of our units. Please read "— Tax Consequences of Common Unit Ownership — Section 754 Election."

For example, some types of depreciable assets are not subject to the typical rules governing depreciation (under Section 168 of the Code) or amortization (under Section 197 of the Code). If we were to acquire any assets of that type, the timing of a Common Unit purchaser's deductions with respect to Section 743(b) adjustments to the common basis of those assets might differ depending upon when and to whom the unit he purchased was originally issued. We do not currently expect to acquire any assets of that type. However, if we were to acquire a material amount of assets of that type, we intend to adopt tax positions as to those assets that will not result in any such lack of uniformity. Any such tax positions taken by us might result in allocations to some unitholders of smaller depreciation deductions than they would otherwise be entitled to receive. The IRS might challenge those tax positions. If we took such a tax position and the IRS successfully challenged the position, the uniformity of our units might be affected, and the gain from the sale of our units might be increased without the benefit of additional deductions. Please read "— Disposition of Common Units — Recognition of Gain or Loss."

In addition, as described above at " — Tax Consequences of Common Unit Ownership — Allocation of Income, Gain, Loss and Deduction," if we aggregate multiple issuances of Common Units for purposes of making adjustments to "book" basis and related tax allocations, we will treat each of our Common Units as having the

same capital account balance, regardless of the price actually paid by each purchaser of units in the aggregated offerings. We do not expect the number of affected units, or the differences between the purchase price of a unit and the initial capital account balance assigned to the unit, to be material, and we do not expect this convention to have a material effect upon the trading of our units.

Tax-Exempt Organizations and Other Investors

Ownership of Common Units by employee benefit plans, other tax-exempt organizations, non-resident aliens, foreign corporations and other foreign persons raises issues unique to those investors and, as described below to a limited extent, may have substantially adverse tax consequences to them. If you are a tax-exempt entity or a non-U.S. person, you should consult your tax advisor before investing in our Common Units.

Employee benefit plans and most other organizations exempt from federal income tax, including individual retirement accounts and other retirement plans, are subject to federal income tax on unrelated business taxable income. Virtually all of our income allocated to a unitholder that is a tax-exempt organization will be unrelated business taxable income and will be taxable to it. Further, a tax exempt organization with more than one unrelated trade or business (including by attribution from investments in a partnership, such as us, that is engaged in one or more unrelated trades or businesses) must compute its unrelated business taxable income separately for each such trade or business, including for purposes of determining any net operating loss deduction. As a result, it may not be possible for tax exempt organizations to use losses from an investment in us to offset taxable income from another unrelated trade or business.

Non-resident aliens and foreign corporations, trusts or estates that own Common Units will be considered to be engaged in business in the United States. because of the ownership of units. As a consequence, they will be required to file federal tax returns to report their share of our income, gain, loss or deduction and pay federal income tax at regular rates on their share of our net income or gain. Moreover, under rules applicable to publicly traded limited partnerships, our quarterly distribution to foreign unitholders will be subject to withholding at the highest applicable effective tax rate. Each foreign unitholder must obtain a taxpayer identification number from the IRS and submit that number to our transfer agent on a Form W-8BEN or applicable substitute form in order to obtain credit for these withholding taxes. A change in applicable law may require us to change these procedures.

In addition, because a foreign corporation that owns Common Units will be treated as engaged in a U.S. trade or business, that corporation may be subject to the U.S. branch profits tax at a rate of 30%, in addition to regular federal income tax, on its share of our earnings and profits, as adjusted for changes in the foreign corporation's "U.S. net equity," that is effectively connected with the conduct of a U.S. trade or business. That tax may be reduced or eliminated by an income tax treaty between the U.S. and the country in which the foreign corporate unitholder is a "qualified resident." In addition, this type of unitholder is subject to special information reporting requirements under Section 6038C of the Code.

A non-U.S. Common Unitholder who sells or otherwise disposes of a unit will be subject to U.S. federal income tax on gain realized from the sale or disposition of that unit to the extent the gain is effectively connected with a U.S. trade or business of the non-U.S. unitholder. Gain realized by a non-U.S. unitholder from the sale of its interest in a partnership that is engaged in a trade or business in the United States will be considered to be "effectively connected" with a U.S. trade or business to the extent that gain would be recognized upon a sale by the Partnership of all its assets would be "effectively connected" with a U.S. trade or business. Thus, a substantial portion of a non-U.S. unitholder's gain from the sale or other disposition of our units would be treated as effectively connected with such unitholder's indirect U.S. trade or business constituted by its investment in us and would be subject to U.S. federal income tax. As a result of the effectively connected income rules described above, the exclusion from U.S. taxation under the Foreign Investment in Real Property Tax Act for gain from the sale of partnership units regularly traded on an established securities market will not prevent a non-U.S. unitholder from being subject to U.S. federal income tax on gain from the sale or disposition of its units to the

extent such gain is effectively connected with a U.S. trade or business. We expect a substantial portion of the gain from the sale or disposition of our units to be treated as effectively connected with a U.S. trade or business.

Moreover, the transferee of an interest in a partnership that is engaged in a U.S. trade or business is generally required to withhold 10% of the amount realized by the transferor unless the transferor certifies that it is not a foreign person, and we are required to deduct and withhold from the transferee amounts that should have been withheld by the transferees but were not withheld. However, the U.S. Treasury and the IRS have suspended these rules for transfers of certain publicly traded partnership interests, including transfers of our common units, that occur before January 1, 2022. Under recently finalized Treasury Regulations, such withholding will be required on open market transactions, but in the case of a transfer made through a broker, a partner's share of liabilities will be excluded from the amount realized. In addition, the obligation to withhold will be imposed on the broker instead of the transferee (and we will generally not be required to withhold from the transferee amounts that should have been withheld by the transferee but were not withheld). These withholding obligations will apply to transfers of our common units occurring on or after January 1, 2022.

Administrative Matters

Information Returns and Audit Procedures

We intend to furnish to each Common Unitholder, within 90 days after the close of each calendar year, specific tax information, including a Schedule K-1, which describes his share of our income, gain, loss and deduction for our preceding taxable year. In preparing this information, which will not be reviewed by counsel, we will take various accounting and reporting positions, some of which have been mentioned earlier, to determine each unitholder's share of income, gain, loss and deduction. We cannot assure you that those positions will yield a result that conforms to the requirements of the Code, Treasury Regulations or administrative interpretations of the IRS. We cannot assure unitholders who receive Common Units in the Exchange Offer that the IRS will not successfully contend in court that those positions are impermissible. Any challenge by the IRS could negatively affect the value of the units.

The IRS may audit our federal income tax information returns. Adjustments resulting from an IRS audit may require each Common Unitholder to adjust a prior year's tax liability, and possibly may result in an audit of his return. Any audit of a unitholder's return could result in adjustments not related to our returns as well as those related to our returns.

Partnerships generally are treated as separate entities for purposes of federal tax audits, judicial review of administrative adjustments by the IRS and tax settlement proceedings. The tax treatment of partnership items of income, gain, loss and deduction are determined in a partnership proceeding rather than in separate proceedings with the partners.

For taxable years beginning after December 31, 2017, if the IRS makes an audit adjustment to any of our income tax returns, it may assess and collect any taxes (including any applicable penalties and interest) resulting from such audit adjustment directly from us, unless we elect to have our General Partner and unitholders take the audit adjustment into account in accordance with their interests in us during the taxable year under audit. Similarly, for such taxable years, if the IRS makes an audit adjustment to an income tax return filed by an entity in which we are a member or partner, it may assess and collect any taxes (including penalties and interest) resulting from such audit adjustment directly from such entity. We may elect to have our General Partner and unitholders take any material audit adjustment into account in accordance with their interests in us during the taxable year under audit, but there can be no assurance that such election, if made, will be effective in all circumstances. With respect to an audit adjustment as to an entity in which we are a member or partner, we may not be able to have our General Partner and our unitholders take such audit adjustment into account in accordance with their interests in us during the taxable year under audit, and if we are unable to do so, our then current unitholders may bear some or all of the tax liability resulting from such audit adjustment, even if such unitholders did not own our units during the

taxable year under audit. If, as a result of any such audit adjustment, we are required to make payments of taxes, penalties, and interest, we may require our unitholders and former unitholders to reimburse us for such taxes (including any applicable penalties or interest) or, if we are required to bear such payment our cash available for distribution to our unitholders might be substantially reduced.

In the event the IRS makes an audit adjustment to our income tax returns and we do not or cannot shift the liability to our unitholders in accordance with their interests in us during the taxable year under audit, we will generally have the ability to request that the IRS reduce the determined underpayment owed by the Partnership by reducing the suspended passive loss carryovers of our unitholders (without any compensation from us to such unitholders), to the extent such underpayment is attributable to a net decrease in passive activity losses allocable to certain partners. Such reduction, if approved by the IRS, will be binding on any affected unitholders.

For taxable years beginning after December 31, 2017, we are required to designate a partner, or other person, with a substantial presence in the United States as our partnership representative ("**Partnership Representative**"). The Partnership Representative has the sole authority to act on our behalf for purposes of, among other things, U.S. federal income tax audits and judicial review of administrative adjustments by the IRS. Our Partnership Agreement names our General Partner (or its designee) as the Partnership Representative. Any actions taken by us or by the Partnership Representative on our behalf with respect to, among other things, U.S. federal income tax audits and judicial review of administrative adjustments by the IRS, will be binding on us and all of the unitholders.

Additional Withholding Requirements

Withholding taxes may apply to certain types of payments made to "foreign financial institutions" (as specially defined in the Code) and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on interest, dividends and other fixed or determinable annual or periodical gains, profits and income from sources within the U.S. ("**FDAP Income**"), or gross proceeds from the sale or other disposition of any property of a type which can produce interest or dividends from sources within the U.S. ("**Gross Proceeds**") paid to a foreign financial institution or to a "non-financial foreign entity" (as specially defined in the Code), unless (i) the foreign financial institution undertakes certain diligence and reporting, (ii) the non-financial foreign entity either certifies it does not have any substantial U.S. owners or furnishes identifying information regarding each substantial U.S. owner or (iii) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence and reporting requirements in clause (i) above, it must enter into an agreement with the U.S. Treasury requiring, among other things, that it undertake to identify accounts held by certain U.S. persons or U.S.-owned foreign entities, annually report certain information about such accounts, and withhold 30% on payments to noncompliant foreign financial institutions and certain other account holders. An intergovernmental agreement between the United States and an applicable foreign country, or future Treasury Regulations, may modify these requirements.

Generally, these rules apply to current payments of FDAP Income and, while such rules would have applied to payments of Gross Proceeds on or after January 1, 2019, recently proposed Treasury Regulations eliminate these withholding taxes on payments of Gross Proceeds entirely. Taxpayers may rely generally on these proposed U.S. Treasury regulations until they are revoked or final U.S. Treasury regulations are issued. Thus, to the extent we have FDAP Income that is not treated as effectively connected with a U.S. trade or business (please read "— Tax-Exempt Organizations and Other Investors"), Common Unitholders who are foreign financial institutions or certain other non-US entities may be subject to withholding on distributions they receive from us, or their distributive share of our income, pursuant to the rules described above.

Unitholders who receive Common Units in the Exchange Offer should consult their own tax advisors regarding the potential application of these withholding provisions to their investment in our Common Units.

Nominee Reporting

Persons who hold an interest in us as a nominee for another person are required to furnish to us:

- the name, address and taxpayer identification number of the beneficial owner and the nominee;
- whether the beneficial owner is:
  - a person that is not a U.S. person;
  - a foreign government, an international organization or any wholly owned agency or instrumentality of either of the foregoing; or
  - a tax-exempt entity;
- the amount and description of units held, acquired or transferred for the beneficial owner; and
- specific information including the dates of acquisitions and transfers, means of acquisitions and transfers, and acquisition cost for purchases, as well as the amount of net proceeds from dispositions.

Brokers and financial institutions are required to furnish additional information, including whether they are U.S. persons and specific information on units they acquire, hold or transfer for their own account. A penalty per failure, with a significant maximum penalty per calendar year, is imposed by the Code for failure to report that information to us. The nominee is required to supply the beneficial owner of the units with the information furnished to us.

Accuracy-Related Penalties

An additional tax equal to 20% of the amount of any portion of an underpayment of tax that is attributable to one or more specified causes, including negligence or disregard of rules or regulations, substantial understatements of income tax and substantial valuation misstatements, is imposed by the Code. No penalty will be imposed, however, for any portion of an underpayment if it is shown that there was a reasonable cause for that portion and that the taxpayer acted in good faith regarding that portion.

For individuals, a substantial understatement of income tax in any taxable year exists if the amount of the understatement exceeds the greater of 10% of the tax required to be shown on the return for the taxable year or $5,000 ($10,000 for most corporations). The amount of any understatement subject to penalty generally is reduced if any portion is attributable to a position adopted on the return:

- for which there is, or was, “substantial authority”; or
- as to which there is a reasonable basis and the pertinent facts of that position are disclosed on the return.

If any item of income, gain, loss or deduction included in the distributive shares of unitholders might result in that kind of an “understatement” of income for which no “substantial authority” exists, we must disclose the pertinent facts on our return. In addition, we will make a reasonable effort to furnish sufficient information for unitholders to make adequate disclosure on their returns and to take other actions as may be appropriate to permit unitholders to avoid liability for this penalty. More stringent rules apply to “tax shelters,” which we do not believe includes us, or any of our investments, plans or arrangements.

A substantial valuation misstatement exists if (a) the value of any property, or the adjusted basis of any property, claimed on a tax return is 150% or more of the amount determined to be the correct amount of the valuation or adjusted basis, (b) the price for any property or services (or for the use of property) claimed on any such return with respect to any transaction between persons described in Code Section 482 is 200% or more (or 50% or less) of the amount determined under Section 482 to be the correct amount of such price, or (c) the net Code Section 482 transfer price adjustment for the taxable year exceeds the lesser of $5.0 million or 10% of the

taxpayer's gross receipts. No penalty is imposed unless the portion of the underpayment attributable to a substantial valuation misstatement exceeds $5,000 ($10,000 for most corporations). If the valuation claimed on a return is 200% or more than the correct valuation or certain other thresholds are met, the penalty imposed increases to 40%. We do not anticipate making any valuation misstatements.

In addition, the 20% accuracy-related penalty also applies to any portion of an underpayment of tax that is attributable to transactions lacking economic substance. To the extent that such transactions are not disclosed, the penalty imposed is increased to 40%. Additionally, there is no reasonable cause defense to the imposition of this penalty to such transactions.

Reportable Transactions

If we were to engage in a "reportable transaction," we (and possibly you and others) would be required to make a detailed disclosure of the transaction to the IRS. A transaction may be a reportable transaction based upon any of several factors, including the fact that it is a type of tax avoidance transaction publicly identified by the IRS as a "listed transaction" or that it produces certain kinds of losses for partnerships, individuals, S corporations, and trusts in excess of $2.0 million in any single year, or $4.0 million in any combination of six successive tax years. Our participation in a reportable transaction could increase the likelihood that our federal income tax information return (and possibly your tax return) would be audited by the IRS. Please read "— Administrative Matters — Information Returns and Audit Procedures."

Moreover, if we were to participate in a reportable transaction with a significant purpose to avoid or evade tax, or in any listed transaction, you may be subject to the following additional consequences:

- accuracy-related penalties with a broader scope, significantly narrower exceptions, and potentially greater amounts than described above at "— Accuracy-Related Penalties";
- for those persons otherwise entitled to deduct interest on federal tax deficiencies, non-deductibility of interest on any resulting tax liability; and
- in the case of a listed transaction, an extended statute of limitations.

We do not expect to engage in any "reportable transactions."

State, Local, Foreign and Other Tax Considerations

In addition to federal income taxes, Common Unitholders will be subject to other taxes, such as state, local and foreign income taxes, unincorporated business taxes, and estate, inheritance or intangible taxes that may be imposed by the various jurisdictions in which we do business or own property or in which the unitholder is a resident. We currently do business or own property in many states, several of which impose a personal income tax on individuals and certain of which also impose an income tax on corporations and other entities. Moreover, in the future we may also own property or do business in other states that impose income or similar taxes on non-resident individuals and corporations. Although an analysis of those various taxes is not presented here, each unitholder who receives Common Units in the Exchange Offer should consider their potential impact on his investment in us. Although a unitholder may not be required to file a return and pay taxes in some jurisdictions if its income from that jurisdiction falls below the filing and payment requirement, such unitholder may be required to file income tax returns and to pay income taxes in other jurisdictions in which we do business or own property and may be subject to penalties for failure to comply with those requirements. In some jurisdictions, tax losses may not produce a tax benefit in the year incurred and may not be available to offset income in subsequent taxable years. Some of the jurisdictions may require us, or we may elect, to withhold a percentage of income from amounts to be distributed to a unitholder who is not a resident of the jurisdiction. Withholding, the amount of which may be greater or less than a particular unitholder's income tax liability to the jurisdiction, generally does not relieve a nonresident unitholder from the obligation to file an income tax return. Amounts withheld will

be treated as if distributed to unitholders for purposes of determining the amounts distributed by us. Please read "— Tax Consequences of Common Unit Ownership — Entity-Level Collections." Based on current law and our estimate of our future operations, our General Partner anticipates that any amounts required to be withheld will not be material.

It is the responsibility of each unitholder who receives Common Units in the Exchange Offer to investigate the legal and tax consequences, under the laws of pertinent states, localities and foreign jurisdictions, of his investment in us. Accordingly, each unitholder that receives Common Units in the Exchange Offer is urged to consult his own tax counsel or other advisor with regard to those matters. Further, it is the responsibility of each unitholder to file all state, local and foreign, as well as U.S. federal tax returns, that may be required of such unitholder.

INFORMATION AGENT AND DEPOSITARY

Information Agent

D.F. King & Co., Inc. has been appointed Information Agent for the Exchange Offer. All deliveries and correspondence sent to the Information Agent should be directed to the address set forth on the back cover of this Offer to Exchange. We have agreed to pay the Information Agent reasonable and customary fees for its services and to reimburse the Information Agent for its reasonable out-of-pocket expenses in connection therewith. We have also agreed to indemnify the Information Agent for certain liabilities, including liabilities under the federal securities laws. Requests for additional copies of documentation may be directed to the Information Agent at the address set forth on the back cover of this Offer to Exchange.

Depositary

American Stock Transfer & Trust Company, LLC has been appointed Depositary for the Exchange Offer. All deliveries and correspondence sent to the Depositary should be directed to the address set forth on the back cover of this Offer to Exchange. We have agreed to pay the Depositary reasonable and customary fees for its services and to reimburse the Depositary for its reasonable out-of-pocket expenses in connection therewith. We have also agreed to indemnify the Depositary for certain liabilities, including liabilities under the federal securities laws. Requests for additional copies of documentation may be directed to the Depositary at the address set forth on the back cover of this Offer to Exchange.

Delivery of a Letter of Transmittal or transmission of instructions to an address or facsimile number other than as set forth on the back cover of this Offer to Exchange for the Depositary is not a valid delivery.

THE INFORMATION AGENT AND DEPOSITARY FOR THE EXCHANGE OFFER ARE:

The Information Agent for the Exchange Offer is:
D.F. King & Co., Inc.
48 Wall Street — 22nd Floor
New York, NY 10005
Shareholders may call toll-free: (866) 811-1442
Banks and Brokers may call: 212-269-5550
Email: summitmidstream@dfking.com

The Depositary for the Exchange Offer is:
American Stock Transfer & Trust Company, LLC
6201 15th Avenue
Brooklyn, NY 11219
Attn: Corporate Action Dept.
For assistance, call (718) 921-8317 *or* (877) 248-6417 (toll-free)

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

LETTER OF TRANSMITTAL

OFFER TO EXCHANGE

9.50% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units (Liquidation Preference $1,000) (CUSIP No. 866142 AA0)

of

Summit Midstream Partners, LP

for

Common Units of Summit Midstream Partners, LP

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON JANUARY 12, 2022 UNLESS EXTENDED (SUCH DATE AND TIME FOR THE EXCHANGE OFFER, AS MAY BE EXTENDED, THE "EXPIRATION DATE"). TENDERS MAY NOT BE WITHDRAWN AFTER THE SERIES A PREFERRED UNITS (AS DEFINED BELOW) HAVE BEEN ACCEPTED FOR EXCHANGE.

THE DEPOSITARY FOR THE EXCHANGE OFFER IS:

American Stock Transfer & Trust Company, LLC

By Mail
(Registered or Certified Mail Recommended):
American Stock Transfer & Trust Company, LLC
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

By Facsimile Transmission:

(718) 234-5001
To Confirm Via Phone:
(for Eligible Institutions only):
(877) 248-6417

THE INFORMATION AGENT FOR THE EXCHANGE OFFER IS:

D.F. King & Co., Inc.
48 Wall Street — 22nd Floor
New York, NY 10005
Unitholders may call toll-free: 866-811-1442
Banks and Brokers may call: 212-269-5550
Email: summitmidstream@dfking.com

DELIVERY OF THIS LETTER TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION VIA FACSIMILE TO A NUMBER, OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY. PLEASE DO NOT DELIVER THIS LETTER OR SERIES A PREFERRED UNITS TO ANYONE OTHER THAN THE DEPOSITARY.

Capitalized terms used but not defined herein shall have the same meanings given to them in the Offer to Exchange (as defined below).

The undersigned acknowledges that he or she has received the Offer to Exchange dated December 14, 2021 (as it may be supplemented and amended from time to time, the "**Offer to Exchange**"), of Summit Midstream Partners, LP, a Delaware limited partnership (the "**Partnership**," "**our**," "**we**," and "**us**"), and this Letter of Transmittal (the "**Letter**"), which together constitute the Partnership's offer to exchange (the "**Exchange Offer**") any and all of its 9.50% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units (Liquidation Preference $1,000) (the "**Series A Preferred Units**") tendered in the Exchange Offer for newly issued common units representing limited partner interests in us (the "**Common Units**").

In exchange for each Series A Preferred Unit properly tendered (and not validly withdrawn) prior to 11:59 p.m., New York City time, on January 12, 2022 (such time and date, as the same may be extended, the "**Expiration Date**") and accepted by us, participating holders of Series A Preferred Units will receive 38 Common Units (the "**Exchange Consideration**").

Holders that tender Series A Preferred Units that are accepted for exchange will forfeit any claim to all accumulated and unpaid distributions on such 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 Exchange Offer.

The Exchange 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 Exchange Offer. In addition, you may withdraw any tendered Series A Preferred Units if we have not accepted them for exchange within 40 business days from the commencement of the Exchange Offer on December 14, 2021.

The Exchange Offer is conditioned on, among other things, that (i) 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 Exchange 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 Exchange Offer or materially impair the contemplated benefits to us (as set forth under the section of the Offer to Exchange entitled "The Exchange Offer — Purpose of the Exchange Offer") of the Exchange Offer, (ii) 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 Exchange Offer or materially impair the contemplated benefits to us of the Exchange Offer, or that is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition, assets, liabilities or prospects, (iii) 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 (iv) 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 Exchange Offer — Conditions to the Exchange Offer" in the Offer to Exchange for a complete description of the conditions of the Exchange Offer. We reserve the right to extend or terminate the Exchange Offer if any condition of the Exchange Offer is not satisfied and otherwise to amend the Exchange Offer in any respect.

This Letter is to be completed by holders of Series A Preferred Units ("**Holders**") if tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth under "The Exchange Offer — Procedures for Tendering Series A Preferred Units" in the Offer to Exchange and an agent's message (as defined below) is not delivered. There are no guaranteed delivery procedures provided for by the Partnership in conjunction with the Exchange Offer. The Partnership will accept Series A Preferred Units for exchange tendered pursuant to the Exchange Offer through the Automated Tender Offer Program ("**ATOP**") of The Depository Trust Company ("**DTC**") only after the depositary identified on the first page of this Letter (the "**Depositary**") timely receives, prior to the expiration of the Exchange Offer, (a) a timely book-entry confirmation that such Series A Preferred Units have been transferred into the Depositary's account at DTC; and (b) a properly completed and duly executed Letter and all other required documents or a properly transmitted agent's message. The term "**agent's message**" means a message, transmitted by DTC to and received by the Depositary and forming part of a book-entry confirmation, which states that DTC has received an express acknowledgment from a participant of DTC tendering Series A Preferred Units that are the subject of the book-entry confirmation that the participant has received and agrees to be bound by the terms of this Letter, and that the Partnership may enforce that agreement against the participant. Delivery of documents to DTC does not constitute delivery to the Depositary.

The Partnership reserves the right, at any time, or from time to time, to extend the Exchange Offer and to amend any of the terms and conditions of the Exchange Offer at its discretion.

Please read this entire Letter and the Offer to Exchange carefully before checking any box below. The instructions included in this Letter must be followed.

YOU MUST SIGN THIS LETTER IN THE APPROPRIATE SPACE PROVIDED BELOW, WITH SIGNATURE GUARANTEE IF REQUIRED, AND COMPLETE THE ATTACHED IRS FORM W-9.

The undersigned has completed the box below and signed this Letter to indicate the action the undersigned desires to take with respect to the Exchange Offer.

List in the table provided below the Series A Preferred Units to which this Letter relates. If the space provided below is inadequate, list the information requested above on a separate signed schedule and attach that schedule to this Letter.

TENDERING HOLDERS COMPLETE THIS BOX:

DESCRIPTION OF SERIES A PREFERRED UNITS (CUSIP NO. 866142 AA0)

Name(s) and Address(es) of Registered Holder(s)	1 Aggregate Number of Series A Preferred Units	2 Number of Series A Preferred Units Tendered*

* Unless otherwise indicated in this column, a Holder will be deemed to have tendered ALL of the Series A Preferred Units indicated in column 1.

The names of the Holders should be printed exactly as they appear on a security position listing as the Holder of such Series A Preferred Units in the DTC system.

IF TENDERED SERIES A PREFERRED UNITS ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE RELEVANT ACCOUNT MAINTAINED BY THE DEPOSITARY WITH DTC, COMPLETE THE FOLLOWING:

Name of Tendering Institution _____

Account Number _____ Transaction Code Number _____

NOTE: SIGNATURES MUST BE PROVIDED BELOW. PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offer (and if the Exchange Offer is extended or amended, the terms of any such extension or amendment), the undersigned hereby tenders to the Partnership the above described Series A Preferred Units in exchange for the Exchange Consideration. Subject to, and effective upon, the acceptance for exchange of the Series A Preferred Units tendered hereby, the undersigned hereby sells, assigns and transfers to, or upon the order of, the Partnership, all right, title and interest in and to such Series A Preferred Units as are being tendered hereby.

The undersigned understands that the undersigned's tender of Series A Preferred Units pursuant to any of the procedures described in the Offer to Exchange and in the instructions hereto and acceptance thereof by the Partnership will constitute a binding agreement between the undersigned and the Partnership. By properly tendering any Series A Preferred Units, the undersigned understands that it will waive any right to receive accrued but unpaid dividends on such security.

The undersigned hereby irrevocably constitutes and appoints the Depositary as the undersigned's true and lawful agent and attorney-in-fact with respect to such Series A Preferred Units, with full power of substitution, among other things, to cause the Series A Preferred Units to be assigned, transferred and exchanged. The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Series A Preferred Units and to acquire the Exchange Consideration issuable upon the exchange of such Series A Preferred Units and that, when the same are accepted for exchange, the Partnership will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim when the same is accepted by the Partnership.

The undersigned will, upon request, execute and deliver any additional documents deemed by the Partnership to be necessary or desirable to complete the sale, assignment and transfer of the Series A Preferred Units tendered hereby. All authority conferred or agreed to be conferred in this Letter and every obligation of the undersigned hereunder shall be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned. This tender may be withdrawn only in accordance with the procedures set forth in the section entitled "The Exchange Offer — Withdrawal Rights" of the Offer to Exchange and Instruction 10 below.

The undersigned hereby represents and warrants that it is not prohibited from selling to or otherwise doing business with "U.S. Persons" and "persons subject to the jurisdiction of the United States" by any of the regulations of the U.S. Department of Treasury Office of Foreign Assets Control, pursuant to 31 C.F.R. Chapter V, or any legislation or executive orders relating thereto.

THE UNDERSIGNED, BY COMPLETING THE BOX ENTITLED "TENDERING HOLDERS COMPLETE THIS BOX" ABOVE AND SIGNING THIS LETTER, WILL BE DEEMED TO HAVE TENDERED THE SERIES A PREFERRED UNITS AS SET FORTH IN THE SECTIONS ABOVE.

Unless otherwise indicated herein in the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" below, please issue and deliver the Exchange Consideration issued in exchange for the Series A Preferred Units accepted for exchange, and return any Series A Preferred Units not tendered or not accepted, in the name(s) of the undersigned (or credit such Series A Preferred Units to the undersigned's account at DTC, as applicable). If the Exchange Consideration is to be issued to a person other than the person(s) signing this Letter, or if the Exchange Consideration is to be deposited to an account different from the accounts of the person(s) signing this Letter, the appropriate boxes of this Letter should be completed. If Series A Preferred Units are

surrendered by Holder(s) that have completed either the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" below, signature(s) on this Letter must be guaranteed (see Instruction 2). The undersigned recognizes that the Partnership has no obligation pursuant to the "Special Issuance Instructions" or "Special Delivery Instructions" to transfer or deliver any Series A Preferred Units from the name of the registered Holder(s) thereof if the Partnership does not accept for exchange any of the Series A Preferred Units so tendered for exchange.

The undersigned understands that the delivery and surrender of the Series A Preferred Units are not effective, and the risk of loss of the Series A Preferred Units does not pass to the Depositary, until receipt, on or prior to the Expiration Date, by the Depositary of (a) a timely book-entry confirmation that Series A Preferred Units have been transferred into the Depositary's account at DTC; and (b) a properly completed and duly executed Letter and all other required documents or a properly transmitted agent's message. All questions as to the form of all documents and the validity (including the time of receipt) and acceptance of tenders and withdrawals of Series A Preferred Units will be determined by the Partnership, in its sole discretion, which determination shall be final and binding.

SPECIAL ISSUANCE INSTRUCTIONS (See Instructions 3 and 4)

To be completed ONLY (i) if Series A Preferred Units in an amount not tendered, or Exchange Consideration issued in exchange for Series A Preferred Units accepted for exchange, are to be issued in the name of someone other than the undersigned, or (ii) if Series A Preferred Units tendered by book-entry transfer that are not exchanged are to be returned by credit to an account maintained at DTC other than to the account indicated above.

Issue ☐ Exchange Consideration to:
☐ unexchanged Series A Preferred Units to:
(check as applicable)

Name(s) _____
(Please Type or Print)

_____
(Please Type or Print)

Address _____
(Including Zip Code)

(Complete IRS Form W-9 (available from the Depositary or on the IRS website at *www.irs.gov*))

Credit the following delivered by book-entry transfer to the DTC account set forth below.

☐ Exchange Consideration:

☐ unexchanged Series A Preferred Units:

(check as applicable)

_____
(DTC Account Number, if applicable)

SPECIAL DELIVERY INSTRUCTIONS (See Instructions 3 and 4)

To be completed ONLY (i) if Series A Preferred Units in an amount not tendered, or Exchange Consideration issued in exchange for Series A Preferred Units accepted for exchange, are to be delivered to someone other than the registered Holder of the Series A Preferred Units whose name(s) appear(s) above, or such registered Holder at an address other than that shown above.

Deliver ☐ Exchange Consideration to:
☐ unexchanged Series A Preferred Units to:
(check as applicable)

Name(s) _____
(Please Type or Print)

_____
(Please Type or Print)

Address _____
(Including Zip Code)

(Complete IRS Form W-9 (available from the Depositary or on the IRS website at *www.irs.gov*))

IMPORTANT: THIS LETTER OR A FACSIMILE HEREOF (TOGETHER WITH A BOOK-ENTRY CONFIRMATION AND ALL OTHER REQUIRED DOCUMENTS) MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION DATE.

PLEASE SIGN HERE
(TO BE COMPLETED BY ALL TENDERING HOLDERS)
(Complete IRS Form W-9 (available from the Depositary or on the IRS website at www.irs.gov))

_____, 202_

_____, 202_

(Signature(s) of Owners(s)) **(Date)**

Area Code and
Telephone Number: _____

If a Holder is tendering any Series A Preferred Units, this Letter must be signed by the registered Holder(s) as the name(s) appear(s) on the certificate(s) for the Series A Preferred Units or by any person(s) authorized to become registered Holder(s) by endorsements and documents transmitted herewith. If the signature is by a trustee, executor, administrator, guardian, officer or other person acting in a fiduciary or representative capacity, please set forth full title. See Instruction 2.

Name(s): _____

_____

(Please Type or Print)

Capacity (full title): _____
Address: _____

(Including Zip Code)

Tax Identification or Social Security Number: _____

SIGNATURE GUARANTEE
(If required by Instruction 2)

Signature(s) Guaranteed by
an Eligible Institution: _____

(Title)

_____

(Name and Firm)

Dated: _____, 202_

INSTRUCTIONS FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

1. *Delivery of this Letter; No Guaranteed Delivery Procedures*. This Letter is to be completed by Holders of Series A Preferred Units if tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth under "The Exchange Offer — Procedures for Tendering Series A Preferred Units" in the Offer to Exchange and an agent's message is not delivered. There are no guaranteed delivery procedures provided for by the Partnership in conjunction with the Exchange Offer. In the case of tenders through ATOP the Partnership will accept Series A Preferred Units for exchange pursuant to the Exchange Offer only after the Depositary timely receives, prior to the Expiration Date, (a) a timely book-entry confirmation that Series A Preferred Units have been transferred into the Depositary's account at DTC; and (b) a properly completed and duly executed Letter and all other required documents or a properly transmitted agent's message.

THE METHOD OF DELIVERY OF THIS LETTER AND ALL OTHER REQUIRED DOCUMENTS IS AT THE OPTION AND SOLE RISK OF THE TENDERING HOLDER, AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY. IF DELIVERY IS BY MAIL, THEN REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, OR OVERNIGHT DELIVERY SERVICE IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

The delivery of the Series A Preferred Units and all other required documents will be deemed made only when confirmed by the Depositary.

See "The Exchange Offer" section of the Offer to Exchange.

2. *Signatures on this Letter; Assignments and Endorsements; Guarantee of Signatures*. If this Letter is signed by the registered Holder of the Series A Preferred Units tendered hereby, the signature must correspond exactly with the name as it appears on a security position listing as the Holder of such Series A Preferred Units in the DTC system without any change whatsoever.

If any tendered Series A Preferred Units are owned of record by two or more joint owners, all of such owners must sign this Letter.

If any tendered Series A Preferred Units are registered in different names, it will be necessary to complete, sign and submit as many separate copies of this Letter as there are different registrations.

When this Letter is signed by the registered Holder(s) of the Series A Preferred Units specified herein and tendered hereby, no separate assignments of units are required. If, however, the Exchange Consideration is to be issued to a person other than the registered Holder, then separate assignments of units are required.

If this Letter or any assignments of units are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by the Partnership, proper evidence satisfactory to the Partnership of their authority to so act must be submitted.

Signatures on assignments of units required by this Instruction 2 must be guaranteed by a firm which is a financial institution (including most banks, savings and loan associations and brokerage houses) that is a participant in the Securities Transfer Agents Medallion Program, the NYSE Medallion Signature Program or the Stock Exchanges Medallion Program (each an "**Eligible Institution**").

Signatures on this Letter need not be guaranteed by an Eligible Institution, provided the Series A Preferred Units are tendered: (i) by a registered Holder of Series A Preferred Units (including any participant in the DTC system

whose name appears on a security position listing as the Holder of such Series A Preferred Units) who has not completed the box entitled either "Special Issuance Instructions" or "Special Delivery Instructions" on this Letter, or (ii) for the account of an Eligible Institution.

3. *Special Issuance and Delivery Instructions*. If Exchange Consideration and/or unexchanged Series A Preferred Units are to be issued in the name of a person other than the signer of this Letter, or if Exchange Consideration and/or unexchanged Series A Preferred Units are to be sent to someone other than the signer of this Letter or to an address other than that of the signer of this Letter, the appropriate boxes on this Letter should be completed. Certificates for Series A Preferred Units not exchanged will be returned by mail or, if tendered by book-entry transfer, by crediting the account indicated by the signer maintained at DTC. If no such instructions are given, such Series A Preferred Units not exchanged will be credited to the proper account maintained at DTC. In the case of issuance in a different name, the employer identification or social security number of the person named must also be indicated.

4. *Important Tax Information*. Pursuant to the Foreign Investment in Real Property Tax Act ("**FIRPTA**") and Section 1446(f) the Internal Revenue Code of 1986, as amended (the "**Code**"), we will withhold as a tax 15% of the Exchange Consideration, or 5.7 Common Units out of every 38 Common Units otherwise issuable for each Series A Preferred Unit properly tendered and accepted by us (rounded up to the nearest whole number of Common Units), 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 Exchange Offer, we must receive, prior to the Expiration Date, 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 withholding, such as a certificate meeting the requirements of Treasury Regulations Section 1.1445-2(d)(2)(iii). A Beneficial Owner (or its broker) must send such form or documentation via email to summitmidstream@dfking.com prior to the Expiration Date in order to ensure such Beneficial Owner receives 100% of the Exchange Consideration, which is 38 Common Units issuable for each Series A Preferred Unit properly tendered and accepted by us. 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 to 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 the Expiration Date will receive 85% of the Exchange Consideration on the Settlement Date. Such Beneficial Owners or their brokers may email summitmidstream@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 withholding (including, for example, by providing a certificate meeting the requirements of Treasury Regulations Section 1.1445-2(d)(2)(iii)). 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 to 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 15% of the Exchange Consideration directly to any such Beneficial

Owners that establish an exemption from withholding in this manner by the Tax Cutoff Date, and Beneficial Owners must make arrangements with American Stock Transfer & Trust Company, LLC, the depositary for the Exchange Offer, to receive their entitlement.

The fair market value of any 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 15% OF YOUR EXCHANGE CONSIDERATION. BENEFICIAL OWNERS ARE URGED TO CONSULT THEIR TAX ADVISORS REGARDING THE APPLICATION OF FIRPTA AND/OR CODE SECTION 1446(F) TO THEIR PARTICIPATION IN THE EXCHANGE OFFER.

5. *Transfer Taxes*. The Partnership will pay all transfer taxes, if any, applicable to the transfer of Series A Preferred Units to it or its order pursuant to the Exchange Offer, provided that such transfer taxes will not be considered to include income taxes, franchise taxes, or any other taxes that are not occasioned solely by the transfer of the Series A Preferred Units. If, however, any Series A Preferred Units not tendered or accepted for exchange are to be delivered to, or is to be issued in the name of, any person other than the registered Holder of such Series A Preferred Units, any units are to be delivered to, or issued in the name of any person other than the registered Holder of the Series A Preferred Units tendered hereby, or if tendered Series A Preferred Units are registered in the name of any person other than the person signing this Letter, or if a transfer tax is imposed for any reason other than the exchange of Series A Preferred Units pursuant to the Exchange Offer, the amount of any such transfer taxes (whether imposed on the registered Holder or any other persons) will be payable by the tendering Holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith, the amount of such transfer taxes will be billed directly to such tendering Holder.

6. *Waiver of Conditions*. The Partnership reserves the absolute right to waive satisfaction of any or all conditions enumerated in the Offer to Exchange.

7. *No Conditional Tenders*. No alternative, conditional, irregular or contingent tenders will be accepted. All tendering Holders of Series A Preferred Units, by execution of this Letter, shall waive any right to receive notice of the acceptance of their Series A Preferred Units for exchange.

Neither the Partnership, the Depositary nor any other person is obligated to give notice of any defect or irregularity with respect to any tender of Series A Preferred Units nor shall any of them incur any liability for failure to give any such notice.

8. *Partial Tenders*. If less than all the Series A Preferred Units evidenced by any certificates submitted (including via DTC) are to be tendered, fill in the number of Series A Preferred Units that are to be tendered in the box entitled “Tendering Holders Complete this Box.” In such case, new certificate(s) for the remainder of the Series A Preferred Units that were evidenced by your old certificate(s) will only be sent to the Holder of the Series A Preferred Units (unless the box entitled “Special Delivery Instructions” is checked) promptly after the expiration of the Exchange Offer. All Series A Preferred Units represented by certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

9. *Withdrawal Rights*. Tenders of Series A Preferred Units may be withdrawn (i) at any time prior to the Expiration Date or (ii) if not previously returned by the Partnership, after 40 business days from the commencement of the Exchange Offer if the Partnership has not accepted the tendered Series A Preferred Units for exchange by that date. You may also validly withdraw Series A Preferred Units that you tender if the related Exchange Offer is terminated without any Series A Preferred Units being accepted or as required by applicable law. If such termination occurs, the Series A Preferred Units will be returned to the tendering Holder promptly.

For a withdrawal of a tender of Series A Preferred Units to be effective, a written notice of withdrawal, sent by facsimile transmission, receipt confirmed by telephone, or letter, or a computer generated notice of withdrawal transmitted by DTC on behalf of the Holder in accordance with the standard operating procedure of DTC, must be received by the Depositary at the address set forth above prior to the Expiration Date or after 40 business days from the commencement of the Exchange Offer if the Partnership has not accepted the tendered Series A Preferred Units for exchange by that date. Any such notice of withdrawal must (i) specify the name of the Holder that tendered the Series A Preferred Units to be withdrawn (or, if tendered by book-entry transfer, the name of the DTC participant holding such units on the books of DTC); (ii) identify the Series A Preferred Units to be withdrawn; (iii) specify the number of units to be withdrawn; (iv) include a statement that the Holder is withdrawing its election to have the Series A Preferred Units exchanged; (v) be signed by the Holder in the same manner as the original signature on this Letter by which the Series A Preferred Units were tendered or as otherwise described above, including any required signature guarantees; and (vi) specify the name in which any of the Series A Preferred Units are to be registered, if different from that of the person that tendered the Series A Preferred Units (or, in the case of units tendered by book-entry, the name and account number of the DTC participant to be credited with the withdrawn units).

A Holder who validly withdraws previously tendered Series A Preferred Units prior to the Expiration Date and does not validly re-tender Series A Preferred Units prior to such Expiration Date will not receive the Exchange Consideration. A Holder of Series A Preferred Units who validly withdraws previously tendered Series A Preferred Units prior to the Expiration Date and validly re-tenders Series A Preferred Units prior to such Expiration Date will receive the Exchange Consideration. If the Series A Preferred Units to be withdrawn have been delivered or otherwise identified to the Depositary, a signed notice of withdrawal is effective immediately upon receipt by the Depositary of written or facsimile transmission of the notice of withdrawal (or receipt of a request via DTC) even if physical release is not yet effected. A withdrawal of Series A Preferred Units can only be accomplished in accordance with the foregoing procedures. The Partnership will have the right, which it may waive, to reject the defective withdrawal of Series A Preferred Units as invalid and ineffective. If the Partnership waives its rights to reject a defective withdrawal of Series A Preferred Units, subject to the other terms and conditions set forth in this Letter and in the Offer to Exchange, the Holder's Series A Preferred Units will be withdrawn and the Holder will not be entitled to the Exchange Consideration. If the Holder withdraws Series A Preferred Units, the Holder will have the right to re-tender them prior to the Expiration Date in accordance with the procedures described above and in the Offer to Exchange for tendering outstanding Series A Preferred Units.

10. *Irregularities*. The Partnership will determine, in its sole discretion, all questions as to the form of documents, validity, eligibility (including time of receipt) and acceptance for exchange of any tender of Series A Preferred Units, which determination shall be final and binding on all parties. The Partnership reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance of which, or exchange for which, may, in the view of counsel to the Partnership, be unlawful. The Partnership also reserves the absolute right, subject to applicable law, to waive any of the conditions of the Exchange Offer set forth in the Offer to Exchange under "The Exchange Offer — Conditions to the Exchange Offer," or any conditions or irregularities in any tender of Series A Preferred Units of any particular Holder whether or not similar conditions or irregularities are waived in the case of other Holders. The Partnership's interpretation of the terms and conditions of the Exchange Offer (including this Letter and the instructions hereto) will be final and binding. No tender of Series A Preferred Units will be deemed to have been validly made until all irregularities with respect to such tender have been cured or waived. Neither the Partnership, any affiliates or assigns of the Partnership, the Depositary, nor any other person shall be under any duty to give notification of any irregularities in tenders or incur any liability for failure to give such notification.

11. *Requests for Assistance or Additional Copies*. Questions relating to the procedure for tendering may be directed to the Information Agent or the Depositary at the addresses and telephone numbers indicated above. Requests for additional copies of the Offer to Exchange, this Letter and other related documents may be directed to the Information Agent or the Depositary.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

Print or type. See **Specific Instructions** on page 3.

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 ● Sole proprietorship, or ● Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single member LLC
● 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.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
● 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.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU WROTE "APPLIED FOR" IN PART I OF IRS FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number ("**TIN**") has not been issued to me, and either (a) I have mailed or delivered an application to receive a TIN to the appropriate IRS Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a TIN by the time of payment, may be subject to withholding.

SIGNATURE:_____ DATE: _____

THE DEPOSITARY FOR THE EXCHANGE OFFER IS:

American Stock Transfer & Trust Company, LLC

By Mail
(Registered or Certified Mail Recommended):
American Stock Transfer & Trust Company, LLC
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

By Facsimile Transmission:

(718) 234-5001
To Confirm Via Phone:
(for Eligible Institutions only):
(877) 248-6417

THE INFORMATION AGENT FOR THE EXCHANGE OFFER IS:

D.F. King & Co., Inc.
48 Wall Street — 22nd Floor
New York, NY 10005
Unitholders may call toll-free: 866-811-1442
Banks and Brokers may call: 212-269-5550
Email: summitmidstream@dfking.com

Additional copies of the Offer to Exchange, the letter of transmittal or other Exchange Offer materials may be obtained from the Information Agent or the Depositary and will be furnished at our expense. Questions and requests for assistance regarding the tender of your securities should be directed to the Information Agent or the Depositary.

TENDER AND SUPPORT AGREEMENT

This TENDER AND SUPPORT AGREEMENT (this "Agreement"), dated as of December 14, 2021, is made and entered into by and among Summit Midstream Partners, LP, a Delaware limited partnership (the "Partnership"), Goldman Sachs Asset Management, L.P., solely in its capacity as manager or advisor to certain of its funds and accounts and not as principal ("Goldman"), CQS (UK) LLP, acting as agent and investment manager for and on behalf of certain of its funds ("CQS"), and Shenkman Capital Management, Inc., as investment manager on behalf of one or more of its investment advisory clients ("Shenkman" and, together with Goldman and CQS, the "Unitholders"), each of Goldman, CQS and Shenkman as holders of the Partnership's 9.50% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units (Liquidation Preference $1,000) (the "Series A Preferred Units"). The Partnership and the Unitholders are referred to herein collectively as the "Parties" and each, individually, as a "Party."

WHEREAS, as of the date hereof, each of the Unitholders is the beneficial owner (as defined in Rule 13d-3 under the Securities Act of 1934, as amended (the "Exchange Act")), of the amounts of Series A Preferred Units and common units representing limited partner interests in the Partnership (the "Common Units") set forth opposite its name in the column marked "Total Units" on Schedule I of this Agreement (such Common Units and Series A Preferred Units being referred to herein as the "Total Units" of each Unitholder);

WHEREAS, as soon as reasonably practicable following execution of this Agreement, the Partnership intends to commence an offer to exchange (the "Offer"), in accordance with Section 3(a)(9) of the Securities Act of 1933, as amended, upon the terms and conditions described in the Offer to Exchange relating to the Offer, to be filed with the Securities and Exchange Commission (the "SEC") in substantially in the form attached hereto as Annex I (the "Offer to Exchange"), Series A Preferred Units for newly issued Common Units;

WHEREAS, in exchange for each Series A Preferred Unit properly tendered (and not validly withdrawn) in the Offer prior to 11:59 p.m., New York City time, on January 12, 2022 (such time and date, as the same may be extended, the "Expiration Date") and accepted by the Partnership, participating holders of Series A Preferred Units will receive 38 Common Units; and

WHEREAS, each Unitholder has agreed to tender (and not withdraw) in the Offer that amount of Series A Preferred Units set forth opposite its name in the column marked "Subject Units" on Schedule I of this Agreement (such Series A Preferred Units being referred to herein as the "Subject Units" of each Unitholder).

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I
AGREEMENT TO TENDER; COMMITMENT OF PARTNERSHIP

1.1 **Agreement to Tender**. Subject to the terms of this Agreement, assuming the commencement of the Offer, each Unitholder hereby agrees to accept the Offer with respect to its Subject Units and tender or cause to be tendered in the Offer the Subject Units that such Unitholder is permitted to tender under applicable Law pursuant to and in accordance with the terms of the Offer, free and clear of all Unit Encumbrances except for Permitted Unit Encumbrances (each as defined below), *provided* that, notwithstanding anything herein to the contrary, Shenkman shall not be required to accept the Offer with respect to in excess of the Subject Units listed with respect to its investment advisory clients listed on Schedule I hereto. Without limiting the generality of the foregoing, as promptly as practicable after, but in no event later than the scheduled or extended Expiration Date of the Offer, each Unitholder shall transmit its acceptance of the Offer by causing The Depository Trust

Company ("DTC") to transfer such Unitholder's Subject Units to American Stock Transfer & Trust Co. LLC, as depositary (the "Depositary"), using DTC's Automated Tender Offer Program procedures, pursuant to the terms of the Offer to Exchange. Each Unitholder agrees that, once any of its Subject Units are tendered, such Unitholder will not withdraw such Subject Units from the Offer, unless and until (i) the Offer shall have been terminated, withdrawn or shall have expired or (ii) this Agreement shall have been terminated in accordance with Section 5.3 or Section 5.4 hereof. Upon the occurrence of (i) or (ii) in the preceding sentence, the Partnership shall promptly return, and shall cause the Depositary to promptly return, all Subject Units tendered by each Unitholder.

1.2 **Commitment of Partnership**. The Partnership agrees that, in no case later than 5:00 PM (New York City time) on the date hereof, the Partnership will commence the Offer. The Partnership shall also, from the Effective Date until the occurrence of the Termination Date:

(a) timely take all commercially reasonable actions necessary to consummate the Offer in accordance with the terms and conditions of the Offer to Exchange; provided, however, that the Partnership shall not be required to consummate the Offer unless and until all of the conditions to the closing of the Offer set forth in the Offer to Exchange have been satisfied or waived pursuant to the terms thereof (other than conditions that, by their nature, are to be satisfied or waived at the closing of the Offer, but subject to their being satisfied or waived contemporaneously with such closing) in accordance with the terms of the Offer to Exchange, as applicable;

(b) not amend the terms of the Offer to Exchange in any manner adverse to any of the Unitholders or otherwise in a manner inconsistent with the terms of this Agreement;

(c) not directly or indirectly object to, delay, impede, or take any other action to interfere with the consummation of the Offer; and

(d) not take any other action that is inconsistent with its obligations under this Agreement or the Offer to Exchange.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE UNITHOLDERS

Each Unitholder hereby represents and warrants to the Partnership as follows:

2.1 **Binding Agreement**. Each Unitholder has the requisite power and authority and/or capacity to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by each Unitholder of this Agreement and the performance by such Unitholder of its obligations hereunder have been duly and validly authorized by such Unitholder and no other actions or proceedings are required on the part of such Unitholder to authorize the execution and delivery of this Agreement or the performance by such Unitholder of its obligations hereunder. This Agreement has been duly executed and delivered by each Unitholder and constitutes the valid and legally binding obligation of each Unitholder, enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws affecting the enforcement of creditors' rights and remedies generally and by general principles of equity (whether applied in a proceeding at law or in equity).

2.3 **Ownership of the Total Units**. Each Unitholder is the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of all of the Total Units and has good and marketable title to all of its Total Units free and clear of any encumbrances, liens, charges, levies, proxies, voting trusts or agreements, options or rights, understandings or arrangements inconsistent with this Agreement or the transactions contemplated hereby, or any other encumbrances or restrictions whatsoever on title, transfer or exercise of any rights of a unitholder in respect of such Total Units (collectively, "Unit Encumbrances"), except for any such Unit Encumbrance that may be imposed pursuant to (a) this Agreement, (b) any applicable restrictions on transfer under the Securities Act of

1933, as amended, or any state securities Law or (c) any restrictions on transferability contained in the Partnership's Fourth Amended and Restated Agreement of Limited Partnership, dated May 28, 2020 (collectively, "Permitted Units Encumbrances").

2.4 **Dispositive Power**. Each Unitholder has sole power of disposition and sole power to issue instructions with respect to the matters set forth in Article I and Article IV herein, and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all the Subject Units.

2.5 **No Violation**. Neither the execution and delivery of this Agreement by any Unitholder nor its performance of its obligations under this Agreement will (i) result in a violation or breach of, or conflict with any provisions of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or cancellation of, or give rise to a right of purchase under, or result in the creation of any Unit Encumbrance (other than under this Agreement) upon any of the properties, rights or assets (including but not limited to the Subject Units) owned by such Unitholder under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, contract, lease, agreement or other instrument or obligation of any kind to which such Unitholder is a party or by which it or any of its properties, rights or assets may be bound, (ii) violate any Law applicable to such Unitholder or any of its properties, rights or assets, or (iii) result in a violation or breach of or conflict with its organizational and governing documents.

2.5 **Consents and Approvals**. No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority is necessary to be obtained or made by any Unitholder in connection with its execution, delivery and performance of this Agreement, except for any reports under the Exchange Act as may be required in connection with this Agreement and the transactions contemplated hereby.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP

The Partnership hereby represents and warrants to the Unitholders as follows:

(a) it has the requisite limited partnership power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement;

(b) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary limited partnership action on its part;

(c) the execution and delivery by it of this Agreement does not (A) violate its certificate of limited partnership, partnership agreement, or other organizational documents, or those of any of its affiliates, or (B) result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its affiliates is a party;

(d) the execution and delivery by it of this Agreement does not require any registration or filing with, the consent or approval of, notice to, or any other action with any federal, state, or other governmental authority or regulatory body, other than, for the avoidance of doubt, the actions with governmental authorities or regulatory bodies required in connection with the Offer to Exchange, including, without limitation, documents and schedules required to be filed with the SEC in connection therewith; and

(e) it has sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement, and has been afforded the opportunity to consult with its legal and financial advisors with respect to its decision to execute this Agreement, and it has made its own analysis and decision to enter into this Agreement and otherwise investigated this matter to its full satisfaction.

ARTICLE IV
COVENANTS OF THE UNITHOLDERS

Each Unitholder hereby covenants and agrees that until the Termination Date:

4.1 **No Inconsistent Arrangements**. Except as provided hereunder, no Unitholder shall, directly or indirectly, take or permit any other action that would in any way restrict, limit or interfere with the performance of such Unitholder's obligations hereunder or otherwise make any representation or warranty of such Unitholder herein untrue or incorrect, including any transfer, sale, assignment, gift, hedge, or other disposition, directly or indirectly, of the Subject Units. Any action taken in violation of the foregoing sentence shall be null and void *ab initio*.

4.2 **Documentation and Information**. No Unitholder shall make any public announcement regarding this Agreement and the transactions contemplated hereby without the prior written consent of the Partnership (such consent not to be unreasonably withheld), except as may be required by applicable Law (provided that reasonable notice of any such disclosure will be provided to the Partnership).

ARTICLE V
MISCELLANEOUS

5.1 **Defined Terms**. As used herein, the following terms shall have the following meanings:

(a) "Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

(b) "Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority, or any arbitrator, court or tribunal of competent jurisdiction.

(c) "Law" means any provision of any law or administrative rule or regulation or any judicial, administrative or arbitration order, award, judgment, writ, injunction or decree.

(d) "Person" means an individual or a corporation, firm, limited liability company, partnership, joint venture, trust, estate, unincorporated organization, association, Governmental Authority or other entity.

(e) "Required Unitholders" means, as of the relevant date, Unitholders holding at least 66.7% of the aggregate amount of Series A Preferred Units held by all Unitholders.

5.2 **Notices**. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery by hand or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses: (a) if to the Partnership, to 910 Louisiana St., Suite 4200, Houston, TX 77002, Attn: James Johnston, with a copy (which shall not constitute notice) to Baker Botts L.L.P., 910 Louisiana St., Suite 3200, Houston, TX 77002 Attn: Joshua Davidson, (b) if to Goldman, to Goldman Sachs Asset Management, 200 West Street, 3rd Floor, New York, NY 10282, Attn: Jeffrey Olinsky, with a copy (which shall not constitute notice) to Davis Polk & Wardwell LLP, 450 Lexington Ave, New York, NY 10017, Attn: Damian Schaible and Aryeh Falk, (c) if to CQS, to CQS (UK) LLP, 4th Floor, One Strand, London, WC2N 5HR, Attn: Legal Department, with a copy (which shall not constitute notice) to Davis Polk & Wardwell LLP, 450 Lexington Ave, New York, NY 10017, Attn: Damian Schaible and Aryeh Falk, and (d) if to Shenkman, to Shenkman Capital Management, Inc., 461 Fifth Avenue, 22nd Floor, New York, NY 10017, Attn: Legal Department, with a copy (which shall not constitute notice) to Davis Polk & Wardwell LLP, 450 Lexington Ave, New York, NY 10017, Attn: Damian Schaible and Aryeh Falk, or to such other address or as any Party may hereafter specify for the purpose by notice to the other Parties.

5.3 **Unitholder Termination**. The Required Unitholders, in their sole discretion, may terminate this Agreement upon or at any time following the occurrence of any of the following events (each, a "Required Unitholder Termination Event"), by giving written notice of such termination to each of the other Parties, and such termination shall be effective immediately upon delivery of such written notice to each of the other Parties in accordance with Section 5.2 hereof, except to the extent that such Required Unitholder Termination Event has been waived in writing by the Required Unitholders:

(a) The Partnership amends or modifies the Offer to Exchange in any manner adverse to any of the Unitholders or otherwise in a manner inconsistent with the terms of this Agreement; *provided* that, solely in the case of such an amendment or modification that is made at least five (5) business days before the Expiration Date, such amendment or modification has not been revoked or withdrawn within three (3) business days of written notice from the Required Unitholders;

(b) The Offer has not been consummated by 5:00 p.m., New York City time, on January 18, 2022, *provided* that such date may be extended by the Partnership by written notice to the Unitholders (so long as the Agreement has not been terminated prior to delivery of such notice) to a date not later than 5:00 p.m., New York City time, on February 2, 2022 if the Partnership determines, based on the advice of outside counsel, that such extension is reasonably necessary to address comments from the SEC;

(c) the issuance by any governmental authority, any regulatory authority, or any court of competent jurisdiction, of any ruling or order enjoining the substantial consummation of the Offer on its terms; provided, however, that the Partnership shall have five business days after issuance of such ruling or order to obtain relief that would allow consummation of the Offer in a manner that does not prevent or diminish in a material way compliance with the terms of this Agreement or the Offer to Exchange;

(d) there shall have occurred any event or condition that has had or could be reasonably expected, either individually or in the aggregate, to have a material adverse effect on the business, operations, assets, liabilities (actual or contingent) or financial condition of the Partnership, in each case as compared to such business, operations, assets, liabilities or financial condition as of the date hereof; or

(e) the breach in any material respect by the Partnership of any representation, warranty, or covenant set forth in this Agreement that (to the extent curable) remains uncured for a period of three (3) business days after the receipt by the Partnership of written notice of such breach from a Unitholder.

5.4 **Mutual Termination; Automatic Termination**. This Agreement shall terminate automatically, without any notice or other action by any Person, upon the first to occur of

(a) The acceptance for exchange by the Partnership of the Series A Preferred Units validly tendered pursuant to the Offer and not properly withdrawn;

(b) Upon mutual written consent of the Parties to terminate this Agreement;

(c) The withdrawal of the Offer by the Partnership in accordance with the terms of the Offer to Exchange;

(d) The Partnership or any of its Affiliates commencing, or taking any steps to commence, insolvency proceedings, including (i) voluntarily commencing any case or filing any petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, administrative receivership or similar law now or hereafter in effect; (ii) consenting to the institution of, or failing to contest in a timely and appropriate manner, any involuntary proceeding or petition described above; (iii) filing an answer admitting the material allegations of a petition filed against it in any such proceeding; (iv) applying for or consenting to the appointment of a receiver, administrator, administrative receiver, trustee, custodian, sequestrator, conservator or similar official for the Partnership for a substantial part of its assets; or (v) making a general assignment or arrangement for the benefit of creditors;

(e) The Partnership commences a voluntary case filed under title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as in effect or amended, the "Bankruptcy Code"); or

(f) The commencement of an involuntary case against the Partnership under the Bankruptcy Code that is not dismissed within thirty (30) days of such filing (the date of termination with respect to each Unitholder being referred to herein as the "Termination Date").

5.5 **Effect of Termination**. Upon termination of this Agreement, no Party shall have any further obligations or liabilities under this Agreement; provided, however, that (x) nothing set forth in this Section 5.5 shall relieve any Party from liability for any willful breach of this Agreement prior to termination hereof and (y) the provisions of this Article V shall survive any termination of this Agreement.

5.6 **Transfers of Claims and Interests**. Each Unitholder shall not sell, loan, assign, transfer, hypothecate (other than hypothecations or re-hypothecations in favor of a registered broker-dealer with whom the Series A Preferred Units are held in a prime brokerage account), tender or otherwise dispose of (including by participation), directly or indirectly, its right, title, or interest in any Series A Preferred Units, in whole or in part (such actions are collectively referred to herein as a "Transfer" and the Unitholder making such Transfer is referred to herein as the "Transferor"), unless such Transfer is to another Unitholder or any other entity that first agrees in writing to be bound by the terms of this Agreement by executing and delivering to counsel to the Partnership, in accordance with Section 5.2 hereof, a transferee joinder substantially in the form attached hereto as **Exhibit A** (a "Transferee Joinder"); provided, however, that a Unitholder may permit its prime broker to hold the Series A Preferred Units as part of a custodian arrangement whereby such Unitholder retains all of its rights with respect to such Series A Preferred Units from the Effective Date until the occurrence of the Termination Date. With respect to any and all Series A Preferred Units held by the relevant transferee upon consummation of a Transfer in accordance herewith, such transferee is deemed to make all of the representations, warranties, and covenants of a Unitholder, as applicable, set forth in this Agreement and (if not already a Unitholder) is deemed to be, and shall be, a Unitholder for all purposes of this Agreement. Upon compliance with the foregoing, the Transferor shall be deemed to relinquish its rights (and be released from its obligations, except for any claim for breach of this Agreement that occurs prior to such Transfer) under this Agreement to the extent of such transferred rights and obligations. Any Transfer made in violation of this Section 5.6 shall be deemed null and void *ab initio* and of no force or effect, regardless of any prior notice provided to the Partnership or any Unitholder, and shall not create any obligation or liability of the Partnership or any Unitholder to the purported transferee.

5.7 **Further Acquisition of Claims or Interests**. Except as set forth in Section 5.6, nothing in this Agreement shall be construed as precluding any Unitholder or any of its affiliates from acquiring additional Series A Preferred Units; provided, however, that any additional Series A Preferred Units acquired by any Unitholder and with respect to which such Series A Preferred Units is the beneficial owner, or the nominee, investment manager, advisor or subadvisor for the beneficial owner with power and/or authority to bind any Series A Preferred Units held by it shall automatically and immediately be subject to the terms and conditions of this Agreement, except to the extent the additional Series A Preferred Units are acquired by the Unitholder (in its capacity as such a nominee, investment manager, advisor or subadvisor) for the account of a beneficial owner for whom the Unitholder does not currently hold any Series A Preferred Units that are subject to this Agreement. Upon any such further acquisition, such Unitholder shall promptly notify counsel to the Partnership and each Unitholder, and the Series A Preferred Units so acquired shall become subject to the terms of this Agreement.

5.8 **Acknowledgements**.

(a) Each Unitholder acknowledges that it is a sophisticated party with respect to its Subject Units and has adequate information concerning the business and financial condition of the Partnership to make an informed decision regarding the transactions contemplated by this Agreement and has, independently and without reliance upon the Partnership or its Affiliates, and based on such information as such Unitholder has deemed appropriate, made its own analysis and decision to enter into this Agreement. Each Unitholder acknowledges that neither the Partnership nor its Affiliates have made or are making any representation or warranty, whether express or implied, of any kind or character except as expressly set forth in this Agreement.

(b) Each Unitholder acknowledges that (i) the Partnership is relying on each Unitholder's representations, warranties, acknowledgements and agreements in this Agreement as a condition to proceeding with the transactions contemplated hereby and (ii) without such representations, warranties, acknowledgements and agreements, the Partnership would not enter into this Agreement or engage in the transactions contemplated hereby.

(c) The Partnership acknowledges that (i) each Unitholder is relying on its representations, warranties, acknowledgements and agreements in this Agreement as a condition to proceeding with the transactions contemplated hereby and (ii) without such representations, warranties, acknowledgements and agreements, each Unitholder would not enter into this Agreement or engage in the transactions contemplated hereby.

5.9 **Confidentiality**. The Partnership agrees to keep confidential the names of the Unitholders and their Series A Preferred Units and Common Units (including all the information on the signature pages and schedules attached hereto) and will not share such information with any holder of Series A Preferred Units and Common Units not party hereto nor disclose it publicly, except to the extent required (and only to the extent required) by applicable Law or legal process. With respect to disclosure required by the rules and regulations of the SEC to be included in documents and schedules required to be filed with the SEC in connection with the Offer, including the Offer to Exchange and Schedule TO, the Partnership will give the Unitholders reasonable advance notice of such required disclosure and shall, in good faith, consider the views of the Unitholders with respect thereto. With respect to other disclosure required by applicable Law or legal process, the Partnership will give the Unitholders three (3) business days' advance notice of the intent to disclose and the Unitholders shall have the right to seek a protective order prior to disclosure. Each Unitholder hereby consents to the disclosure of the execution of this Agreement by the Partnership in notices or press releases issued in connection with the transactions contemplated by this Agreement or the Offer to Exchange and the disclosure of the combined amount of Series A Preferred Units subject to this Agreement among all Unitholders, substantially in the form set forth in the section entitled "Tender and Support Agreement" of the form of Offer to Exchange attached as Annex I hereto. No Unitholder or its advisors shall disclose to any person or entity other than advisors to the Partnership, the Series A Preferred Units or Common Units of any other Unitholder, or use the name of any other Unitholder without the prior written consent of such Unitholder.

5.10 **Amendment; Waiver**. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties. Any agreement on the part of any Party to any extension or waiver with respect to this Agreement shall be valid only if set forth in an instrument in writing signed on behalf of such Party. The failure of any Party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

5.11 **Expenses**. All fees and expenses incurred in connection herewith and the transactions contemplated hereby shall be paid by the Party incurring such fees and expenses, whether or not the Transactions are consummated.

5.12 **Entire Agreement**. This Agreement and the other documents and certificates delivered pursuant hereto constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement.

5.13 **Assignment**. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any Party without the prior written consent of the other Parties, except that the Partnership may assign, in its sole discretion, any of or all its rights, interests and obligations under this Agreement to any direct or indirect subsidiary of the Partnership, but no such assignment shall relieve the Partnership of any of its obligations under this Agreement. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

5.14 **Relationship Among Parties**. Notwithstanding anything herein to the contrary, the duties and obligations of the Unitholders under this Agreement shall be several, not joint. No Party shall have any responsibility by virtue of this Agreement for any trading by any other entity. No prior history, pattern, or practice of sharing confidences among or between the Parties shall in any way affect or negate this Agreement.

5.15 **No Third-Party Beneficiaries**. Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and no other Person shall be a third-party beneficiary of this Agreement.

5.16 **Specific Enforcement**. The Parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions, or any other appropriate form of equitable relief, to prevent breaches of this Agreement and to enforce specifically the performance of the terms and provisions of this Agreement in any of the courts of the State of New York, without the necessity of proving the inadequacy of money damages as a remedy (and each Party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. Each of the Parties acknowledges and agrees that the right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without such right, none of the Parties would have entered into this Agreement.

5.17 **Governing Law**. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof.

5.18 **Severability**. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any Party.

5.19 **Counterparts**. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective (the "Effective Date") when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic image scan transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

5.20 **Further Assurances**. Each Unitholder will execute and deliver, or cause to be executed and delivered, all further documents and instruments and use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Law, to perform its obligations under this Agreement. Each Unitholder shall use its reasonable best efforts to take, or cause to be taken, any and all actions and to do, or cause to be done, and to assist with the Partnership in doing, any and all things, necessary, proper or advisable to consummate the Offer.

[*Remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

PARTNERSHIP:

Summit Midstream Partners, LP

By: Summit Midstream GP, LLC, its general partner

By: /s/ Marc D. Stratton

Name: Marc D. Stratton
Title: Executive Vice President and Chief Financial Officer

UNITHOLDERS:

Goldman Sachs Asset Management, L.P., solely in its capacity as manager or advisor and not as principal to the funds and accounts listed on Schedule I hereto

By: /s/ Nicole Andreotti
Nicole Andreotti
Managing Director

CQS (UK) LLP acting in its capacity as agent for the funds listed on Schedule I hereto

By: /s/ Atholl Wilton
Atholl Wilton
Authorised Signatory

Shenkman Capital Management, Inc. as Investment Manager to the fund listed on Schedule I hereto

By: /s/ Neil Scanlon
Neil Scanlon
Chief Financial Officer

Exhibit A to the Tender and Support Agreement

Form of Transferee Joinder

This joinder (this "Joinder") to the Tender and Support Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Agreement"), dated as of [DATE], by and among: (i) the Partnership, and (ii) the Unitholders thereunder, is executed and delivered by [ ] (the "Joining Party") as of [ ]. Each capitalized term used herein but not otherwise defined shall have the meaning ascribed to it in the Agreement.

1. Agreement to be Bound. The Joining Party hereby acknowledges that it has read and understands the Agreement and agrees to be bound by all of the terms of the Agreement, a copy of which is attached to this Joinder as Annex 1 (as the same has been or may be hereafter amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof). The Joining Party shall hereafter be deemed to be a Party for all purposes under the Agreement and one or more of the entities comprising the Unitholders.

2. Representations and Warranties. The Joining Party hereby represents and warrants to each other Party to the Agreement that, as of the date hereof, such Joining Party (a) is the legal or beneficial holder of, and has all necessary authority (including authority to bind any other legal or beneficial holder) with respect to the Series A Preferred Units identified below its name on the signature page hereto, and (b) makes, as of the date hereof, the representations and warranties set forth in Article III of the Agreement to each other Party.

3. Governing Law. This Joinder shall be governed by, and construed in accordance with, the Laws of the State of New York, regardless of the Laws that might otherwise govern under applicable principles of conflicts of laws thereof.

4. Notice. All notices and other communications given or made pursuant to the Agreement shall be sent to:

To the Joining Party at:

[JOINING PARTY]
[ADDRESS]
Attn:
Facsimile:
E-mail:

IN WITNESS WHEREOF, the Joining Party has caused this Joinder to be executed as of the date first written above.

Name of Transferor: _____

Name of Joinder Party:

_____

By: _____
Name: _____
Title: _____

Annex I

Offer to Exchange