

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 4, 2024

Summit Midstream Corporation

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-42201
(Commission
File Number)

99-3056990
(IRS Employer
Identification No.)

910 Louisiana Street, Suite 4200
Houston, TX 77002
(Address of principal executive office) (Zip Code)

(Registrants' telephone number, including area code): (832) 413-4770

Not applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Securities Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	SMC	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Explanatory Note

As previously disclosed, on December 2, 2024, Summit Midstream Corporation, a Delaware corporation (the “Company”), completed the transaction contemplated in the Business Contribution Agreement, dated as of October 1, 2024, by and among the Company, Summit Midstream Partners, LP, a Delaware limited partnership (“SMLP”), and Tall Oak Midstream Holdings, LLC, a Delaware limited liability company (“Tall Oak Parent”), pursuant to which Tall Oak Parent contributed all of its equity interests in Tall Oak Midstream Operating, LLC, a Delaware limited liability company (“Tall Oak”), to the Company in exchange for certain cash and equity consideration from the Company (the “Transaction”).

Item 1.01 Entry into a Material Definitive Agreement.

Second Supplemental Indenture

On December 4, 2024, subsequent to completion of the Transaction, Summit Midstream Holdings, LLC, a Delaware limited liability company (the “Issuer”), Tall Oak, Tall Oak Woodford, LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of Tall Oak (“Woodford”), VM ARKOMA Stack, LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of Tall Oak (“Arkoma”), BCZ Land Holdings, LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of Arkoma (“BCZ”) and, together with Tall Oak, Woodford and Arkoma, the “Guarantors”), and Regions Bank, as trustee (in such capacity, the “Trustee”) and collateral agent (in such capacity, the “Collateral Agent”), entered into (a) that certain supplemental indenture (the “Second Supplemental Indenture”) to the Indenture, dated as of July 26, 2024, among the Issuer, the guarantors party thereto, the Trustee and the Collateral Agent, pursuant to which each of the Guarantors provided a guarantee of the \$575,000,000 in aggregate principal amount of the Issuer’s 8.625% Senior Secured Second Lien Notes due 2029 and (b) that certain Supplement No. 2 (the “Collateral Agreement Supplement”) to the Collateral Agreement, dated as of July 26, 2024 (as amended, restated, supplemented or otherwise modified, the “Collateral Agreement”), among the Issuer, the pledgors party thereto and the Collateral Agent, pursuant to which each of the Guarantors granted a lien and security interest in substantially all of its personal property as security for the payment in full and performance of the Secured Obligations (as defined in the Collateral Agreement), subject to the ICA Joinder (as defined below).

The foregoing descriptions of the Second Supplemental Indenture and the Collateral Agreement Supplement are only summaries and are subject to, and entirely qualified by reference to, the full text of the Second Supplemental Indenture and the Collateral Agreement Supplement, copies of which are attached hereto as Exhibits 4.1 and 10.1, respectively, to this Form 8-K and which are incorporated herein by reference.

Joinder to ABL Agreement and Intercreditor Agreement

On December 4, 2024, subsequent to completion of the Transaction, the Guarantors and Bank of America, N.A., as administrative agent (the “ABL Agent”), entered into (a) that certain Joinder Agreement (the “Joinder Agreement”) to that certain Amended and Restated Loan and Security Agreement, dated as of July 26, 2024 (as amended, restated, supplemented or otherwise modified, the “ABL Agreement”), among the Issuer, the Company, SMLP, the guarantors party thereto, and the ABL Agent, pursuant to which each of the Guarantors (x) granted a lien and security interest in substantially all of its personal property as security for the payment in full and performance of the Obligations (as defined in the ABL Agreement) and (y) guaranteed the Obligations (as defined in the ABL Agreement) and (b) that certain Grantor Joinder Agreement (the “ICA Joinder”) to that certain Intercreditor Agreement dated as of November 2, 2021 (as amended by that certain Notice and Reaffirmation of Intercreditor Agreement dated as of July 26, 2024, the “Intercreditor Agreement”) among the Issuer, the Agent, Regions Bank and the other parties party thereto, pursuant to which each of the Guarantors will become a party to the Intercreditor Agreement.

The foregoing description of the Joinder Agreement and the ICA Joinder are only a summary of such documents and are subject to, and entirely qualified by reference to, the full text of the Joinder Agreement and the ICA Joinder, copies of which are attached hereto as Exhibit 10.2 and Exhibit 10.3 to this Form 8-K and which are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
4.1	Second Supplemental Indenture, dated December 4, 2024, among Summit Midstream Holdings, LLC, Tall Oak Midstream Operating, LLC, Tall Oak Woodford, LLC, VM ARKOMA Stack, LLC, BCZ Land Holdings, LLC and Regions Bank, as trustee and collateral agent.
10.1*	Supplement No. 2 to the Collateral Agreement, dated December 4, 2024, among Tall Oak Midstream Operating, LLC, Tall Oak Woodford, LLC, VM ARKOMA Stack, LLC, BCZ Land Holdings, LLC and Regions Bank, as collateral agent.
10.2*	Joinder Agreement, dated December 4, 2024, between Tall Oak Midstream Operating, LLC, Tall Oak Woodford, LLC, VM ARKOMA Stack, LLC, BCZ Land Holdings, LLC and Bank of America, N.A.
10.3	Grantor Joinder Agreement to the Intercreditor Agreement, dated December 4, 2024, by Tall Oak Midstream Operating, LLC, Tall Oak Woodford, LLC, VM ARKOMA Stack, LLC and BCZ Land Holdings, LLC.

*Certain of the schedules and exhibits to the agreement have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished to the SEC upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Summit Midstream Corporation

(Registrant)

Dated: December 6, 2024

/s/ Matthew B. Sicinski

Matthew B. Sicinski, Senior Vice President and
Chief Accounting Officer

SUMMIT MIDSTREAM HOLDINGS, LLC

and

THE GUARANTORS NAMED HEREIN

8.625% SENIOR SECURED SECOND LIEN NOTES DUE 2029

SECOND SUPPLEMENTAL INDENTURE

DATED AS OF DECEMBER 4, 2024

REGIONS BANK,

Trustee and Collateral Agent

This SECOND SUPPLEMENTAL INDENTURE, dated as of December 4, 2024 (this “Supplemental Indenture”), is among Summit Midstream Holdings, LLC, a Delaware limited liability company (the “Issuer”), Tall Oak Midstream Operating, LLC, a Delaware limited liability company (“Tall Oak”), Tall Oak Woodford, LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of Tall Oak (“Woodford”), VM ARKOMA Stack, LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of Tall Oak (“Arkoma”), BCZ Land Holdings, LLC, a Delaware limited liability company and a direct, wholly-owned subsidiary of Arkoma (together with Tall Oak, Woodford and Arkoma, the “Guarantors”), and Regions Bank, as Trustee (in such capacity, the “Trustee”) and as Collateral Agent (in such capacity, the “Collateral Agent”).

RECITALS

WHEREAS, on October 1, 2024, Summit Midstream Corporation, a Delaware corporation (the “Parent”), and Summit Midstream Partners, LP, a Delaware limited partnership (the “Partnership”), entered into a Business Contribution Agreement, by and among the Parent, the Partnership and Tall Oak Midstream Holdings, LLC, a Delaware limited liability company (“Tall Oak Parent”), pursuant to which, among other things, upon consummation of the transactions contemplated thereby on December 2, 2024, Tall Oak Parent contributed all of its equity interests in Tall Oak to the Partnership;

WHEREAS, the Issuer, the initial Guarantors, the Trustee and the Collateral Agent entered into an Indenture, dated as of July 26, 2024 (as supplemented by the First Supplemental Indenture, dated as of August 1, 2024, the “Indenture”), pursuant to which the Issuer has issued \$575,000,000 in the aggregate principal amount of 8.625% Senior Secured Second Lien Notes due 2029 (the “Notes”);

WHEREAS, Section 9.01(x) of the Indenture provides that the Issuer, the Guarantors, the Trustee and the Collateral Agent may amend or supplement the Indenture in order to comply with Section 4.13 thereof, without the consent of the Holders of the Notes; and

WHEREAS, all acts and things prescribed by the Indenture, by law and by the organizational documents of the Issuer, the Guarantors, the Trustee and the Collateral Agent necessary to make this Supplemental Indenture a valid instrument legally binding on the Issuer, the Guarantors, the Trustee and the Collateral Agent, in accordance with its terms, have been duly done and performed;

NOW, THEREFORE, to comply with the provisions of the Indenture and in consideration of the above premises, the Issuer, the Guarantors, the Trustee and the Collateral Agent covenant and agree for the equal and proportionate benefit of the respective Holders of the Notes as follows:

ARTICLE 1

Section 1.01. This Supplemental Indenture is supplemental to the Indenture and does and shall be deemed to form a part of, and shall be construed in connection with and as part of, the Indenture for any and all purposes.

Section 1.02. This Supplemental Indenture shall become effective immediately upon its execution and delivery by the Issuer, the Guarantors, the Trustee and the Collateral Agent.

ARTICLE 2

Section 2.01. From this date, in accordance with Section 4.13 and by executing this Supplemental Indenture, each Guarantor whose signature appears below is subject to the provisions of the Indenture as a Guarantor to the extent provided for in Article 10 thereunder.

ARTICLE 3

Section 3.01. Except as specifically modified herein, the Indenture and the Notes are in all respects ratified and confirmed (*mutatis mutandis*) and shall remain in full force and effect in accordance with their terms with all capitalized terms used herein without definition having the same respective meanings ascribed to them as in the Indenture.

Section 3.02. Except as otherwise expressly provided herein, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee or the Collateral Agent by reason of this Supplemental Indenture. This Supplemental Indenture is executed and accepted by the Trustee and the Collateral Agent subject to all the terms and conditions set forth in the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustee and the Collateral Agent with respect hereto.

Section 3.03. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 3.04. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of such executed copies together shall represent the same agreement.

Section 3.05. In entering into this Supplemental Indenture, the Trustee and the Collateral Agent shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee or the Collateral Agent, as applicable, whether or not elsewhere herein so provided. Neither the Trustee nor the Collateral Agent makes any representations as to the validity, execution or sufficiency of this Supplemental Indenture other than as to the validity of its execution and delivery by the Trustee or the Collateral Agent, as applicable. Neither the Trustee nor the Collateral Agent assumes any responsibility for the correctness of the recitals contained herein, which shall be taken as a statement of the Issuer.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first written above.

SUMMIT MIDSTREAM HOLDINGS, LLC

By: /s/ William J. Mault
Name: William J. Mault
Title: Executive Vice President and Chief
Financial Officer

GUARANTORS

TALL OAK MIDSTREAM OPERATING, LLC

By: /s/ William J. Mault
Name: William J. Mault
Title: Executive Vice President and Chief
Financial Officer

TALL OAK WOODFORD, LLC

By: /s/ William J. Mault
Name: William J. Mault
Title: Executive Vice President and Chief
Financial Officer

VM ARKOMA STACK, LLC

By: /s/ William J. Mault
Name: William J. Mault
Title: Executive Vice President and Chief
Financial Officer

BCZ LAND HOLDINGS, LLC

By: /s/ William J. Mault
Name: William J. Mault
Title: Executive Vice President and Chief
Financial Officer

[Signature Page to Second Supplemental Indenture]

REGIONS BANK,
as Trustee and Collateral Agent

By: /s/ Shawn Bednasek
Name: Shawn Bednasek
Title: Senior Vice President

[Signature Page to Second Supplemental Indenture]

COLLATERAL AGREEMENT SUPPLEMENT

This SUPPLEMENT NO. 2 dated as of December 4, 2024 (this “Supplement”), to the COLLATERAL AGREEMENT, dated as of July 26, 2024 (as amended, restated, amended and restated, supplemented, waived or otherwise modified or replaced from time to time, the “Collateral Agreement”), among SUMMIT MIDSTREAM HOLDINGS, LLC, Delaware limited liability company (the “Issuer”), each Subsidiary listed on the signature pages thereof as a “Pledgor” and/or “Grantor”, each Subsidiary that shall, at any time after the date thereof, become a Pledgor and/or Grantor pursuant to Section 6.15 thereof, SUMMIT MIDSTREAM PARTNERS, LP, a Delaware limited partnership (the “Parent”), and REGIONS BANK (“Regions”), as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties.

A. Reference is made to the Indenture dated as of even date with the Collateral Agreement (as may be amended, restated, amended and restated, supplemented, extended, renewed, refinanced, waived or otherwise modified or replaced from time to time, the “Indenture”), among the Issuer, the Parent, Regions, as the trustee and the collateral agent and the other Persons from time to time party thereto.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture and the Collateral Agreement, as applicable.

C. Section 6.15 of the Collateral Agreement provides that any additional Subsidiary may become a Subsidiary Guarantor, a Grantor, a Pledgor or any or all of the foregoing under the Collateral Agreement by execution and delivery of an instrument substantially in the form of this Supplement (with such changes and modifications hereto as may be required by the laws of any applicable foreign jurisdiction to the extent applicable). The undersigned Subsidiaries (collectively, the “New Subsidiaries” and each, a “New Subsidiary”) are executing this Supplement, in accordance with the requirements of the Indenture, to become Obligor in the capacity under the Collateral Agreement as specified on the signature page hereto.

Accordingly, the Collateral Agent and the New Subsidiaries agree as follows:

SECTION 1. In accordance with Section 6.15 of the Collateral Agreement, each New Subsidiary by its signature below and delivery of such executed signature page to the Collateral Agent becomes, to the extent specified on the signature page hereto, a “Subsidiary Guarantor”, “Pledgor” and “Grantor” (or any one or more of the foregoing; provided that if the signature page hereto fails to state the capacity or capacities in which such New Subsidiary is entering the Collateral Agreement, then such New Subsidiary shall join in each such capacity) under the Collateral Agreement with the same force and effect as if originally named therein as an Obligor, and each New Subsidiary hereby (a) agrees to all the terms and provisions of the Collateral Agreement applicable to it as a Guarantor, Pledgor and Grantor or any one or more of the foregoing, as applicable, thereunder and (b) represents and warrants that the representations and warranties made by it as a Pledgor and Grantor or any one or more of the foregoing, as applicable, thereunder (as supplemented by the attached supplemental schedules to the Collateral Agreement) are true and correct, in all material respects, on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct, in all material respects, as of such earlier date.

SECTION 2. In furtherance of the foregoing, to the extent any New Subsidiary is joining the Collateral Agreement as a Pledgor, and as security for the indefeasible payment in full and performance of all of the Secured Obligations, such New Subsidiary hereby pledges, hypothecates, assigns, charges, mortgages, delivers, and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a continuing security interest in all of such New Subsidiary’s right, title and interest in, to and under and whether direct or indirect, whether legal, beneficial, or economic, whether fixed or contingent and whether now or hereafter existing or arising in all of its Property constituting

Pledged Collateral.

SECTION 3. In furtherance of the foregoing, to the extent any New Subsidiary is joining the Collateral Agreement as a Grantor, and as security for the indefeasible payment in full and performance, of the Secured Obligations, such New Subsidiary hereby pledges, hypothecates, assigns, charges, mortgages, delivers and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a continuing Security Interest in all right, title and interest in, to and under any and all of its Property constituting Article 9 Collateral now owned or at any time hereafter acquired by such New Subsidiary or in which such New Subsidiary now has or at any time in the future may acquire any right, title or interest.

SECTION 4. Each reference to an “Obligor”, a “Guarantor”, a “Subsidiary Guarantor”, a “Pledgor”, or a “Grantor” in the Collateral Agreement shall be deemed to include the each applicable New Subsidiary to the extent such New Subsidiary is joining the Collateral Agreement in such capacity, as indicated on the signature page hereto. The Collateral Agreement is hereby incorporated herein by reference. Each New Subsidiary shall be a “Guarantor” for all purposes under the Collateral Agreement.

SECTION 5. Each New Subsidiary represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors’ rights generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (iii) implied covenants of good faith and fair dealing.

SECTION 6. This Supplement may be executed in one or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. This Supplement shall become effective when (a) the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of each New Subsidiary and (b) the Collateral Agent has executed a counterpart hereof. Delivery of an executed counterpart to this Supplement by facsimile or an electronic transmission of a PDF copy thereof shall be as effective as delivery of a manually signed original. Any such delivery shall be followed promptly by delivery of the manually signed original.

SECTION 7. The New Subsidiaries have delivered a Perfection Certificate to the Collateral Agent. The information set forth therein (including the schedules attached thereto) is correct and complete as of the date hereof.

SECTION 8. Except as expressly supplemented hereby, the Collateral Agreement shall remain in full force and effect.

SECTION 9. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS SUPPLEMENT WITHOUT GIVING EFFECT TO CONFLICT OF LAWS AND PRINCIPLES SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 10. In the event any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Collateral Agreement shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 11. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Collateral Agreement.

SECTION 12. Without in any way limiting the indemnification and expenses provisions of the Collateral Agreement that have been incorporated herein by reference, each New Subsidiary agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Supplement, including the reasonable and documented fees, disbursements and other charges of counsel for the Collateral Agent.

[Signatures begin on following page]

IN WITNESS WHEREOF, the New Subsidiaries and the Collateral Agent have duly executed this Supplement as of the day and year first above written.

TALL OAK MIDSTREAM OPERATING, LLC,
as New Subsidiary, in its capacity as a Pledgor and a
Grantor

By: /s/ William J. Mault
Name: William J. Mault
Title: Executive Vice President and Chief
Financial Officer

TALL OAK WOODFORD, LLC,
as New Subsidiary, in its capacity as a Pledgor and a
Grantor

By: /s/ William J. Mault
Name: William J. Mault
Title: Executive Vice President and Chief
Financial Officer

VM ARKOMA STACK, LLC,
as New Subsidiary, in its capacity as a Pledgor and a
Grantor

By: /s/ William J. Mault
Name: William J. Mault
Title: Executive Vice President and Chief
Financial Officer

BCZ LAND HOLDINGS, LLC,
as New Subsidiary, in its capacity as a Pledgor and a
Grantor

By: /s/ William J. Mault
Name: William J. Mault
Title: Executive Vice President and Chief
Financial Officer

REGIONS BANK, as Collateral Agent

By: /s/ Shawn Bednasek
Name: Shawn Bednasek
Title: Senior Vice President

Signature Page to Collateral Agreement Supplement

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this “*Agreement*”), dated as of December 4, 2024, is entered into between TALL OAK MIDSTREAM OPERATING, LLC, a Delaware limited liability company (“*Tall Oak*”), TALL OAK WOODFORD, LLC, a Delaware limited liability company (“*Woodford*”), BCZ LAND HOLDINGS, LLC, a Delaware limited liability company (“*BCZ*”), and VM ARKOMA STACK, LLC, a Delaware limited liability company (“*VM*”, and together with Tall Oak, Woodford and BCZ, collectively, the “*New Subsidiaries*” and each, a “*New Subsidiary*”), and BANK OF AMERICA, N.A., in its capacity as agent (“*Agent*”) under that certain Amended and Restated Loan and Security Agreement dated as of July 26, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), among Summit Midstream Holdings, LLC, a Delaware limited liability company (“*Borrower*”), Summit Midstream Corporation, a Delaware corporation (“*SMC*”), Summit Midstream Partners, LP, a Delaware limited partnership (“*MLP Entity*”), the Subsidiaries party to the Loan Agreement from time to time as Subsidiary Guarantors (collectively, the “*Subsidiary Guarantors*”), the financial institutions party to the Loan Agreement from time to time as lenders (collectively, “*Lenders*”) and Agent. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement.

WHEREAS, Borrower, SMC, MLP Entity, the Subsidiary Guarantors, Lenders and Agent have entered into the Loan Agreement in order to induce Lenders to make the Loans and the Issuing Banks to issue Letters of Credit to or for the benefit of Borrower; and

WHEREAS, each New Subsidiary is a Subsidiary of the Borrower and is required to execute this Agreement pursuant to Section 10.1.9(d) of the Loan Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each New Subsidiary hereby agrees as follows:

1. By its execution of this Agreement, each New Subsidiary shall be deemed to be a party to the Loan Agreement and shall have all of the rights and obligations of a Subsidiary Guarantor under the terms of the Loan Agreement as if it had been an original signatory thereto. Each New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Loan Agreement. Each New Subsidiary hereby agrees that it is jointly and severally liable for, and irrevocably and unconditionally guarantees to Agent and Lenders the prompt payment and performance of, all Obligations, except such New Subsidiary’s Excluded Swap Obligations, in each case to the extent set forth in, and subject to the terms of, Section 5.10 of the Loan Agreement. In furtherance of the foregoing, each New Subsidiary hereby collaterally assigns, pledges and grants to Agent a security interest in all of its right, title and interest in and to its Collateral to the extent set forth under Section 7 of the Loan Agreement.

2. Schedules 7.4, 8.4, 8.5.1, 9.1.4, 9.1.13 and 9.1.23 of the Loan Agreement are hereby supplemented to add the information relating to each New Subsidiary set out on Schedules 7.4, 8.4, 8.5.1, 9.1.4, 9.1.13 and 9.1.23 hereof. Each New Subsidiary hereby confirms that the representations and warranties set forth in the Loan Agreement with respect to it are true and correct in all material respects (or, with respect to representations and warranties qualified by materiality, in all respects) as of the date hereof (or, if any such representation and warranty expressly relates to an earlier date, as of such earlier date) after giving effect to such supplements to the Schedules. For the purposes of this paragraph 2, each New Subsidiary agrees that any phrase qualified by “as of the date of this Agreement” or “as of the Closing Date”, or any similar phrase in its representations and warranties set forth in the Loan Agreement, shall mean as of the date of this Agreement.

3. In furtherance of its obligations under the Loan Agreement, each New Subsidiary authorizes the filing of such financing or security statements (or equivalent in the relevant jurisdiction) naming it as debtor, Agent as secured party and describing its Collateral and such other documentation as Agent may reasonably require to evidence, protect and perfect the Liens created by the Loan Agreement.

4. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

5. This Agreement shall be deemed to be part of, and a modification to, the Loan Agreement and shall be governed by all the terms and provisions of the Loan Agreement, which terms are incorporated herein by reference, are ratified and confirmed and shall continue in full force and effect as valid and binding agreements of each New Subsidiary enforceable against such New Subsidiary in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law). To the extent permitted under applicable law, each New Subsidiary hereby waives notice of Agent's or any other Secured Party's acceptance of this Agreement.

[Remainder of Page Intentionally Blank; Signature Page to Follow]

IN WITNESS WHEREOF, each New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and Agent, for the benefit of the Secured Parties, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

**TALL OAK MIDSTREAM OPERATING,
LLC**

By: /s/ William J. Mault
Name: William J. Mault
Title: Executive Vice President and Chief
Financial Officer

TALL OAK WOODFORD, LLC

By: /s/ William J. Mault
Name: William J. Mault
Title: Executive Vice President and Chief
Financial Officer

BCZ LAND HOLDINGS, LLC

By: /s/ William J. Mault
Name: William J. Mault
Title: Executive Vice President and Chief
Financial Officer

VM ARKOMA STACK, LLC

By: /s/ William J. Mault
Name: William J. Mault
Title: Executive Vice President and Chief
Financial Officer

Acknowledged and accepted:

BANK OF AMERICA, N.A., as Agent

By: /s/ Tanner Pump
Name: Tanner Pump
Title: Senior Vice President

GRANTOR JOINDER AGREEMENT

GRANTOR JOINDER AGREEMENT dated as of December 4, 2024 (the “Grantor Joinder Agreement”), to the INTERCREDITOR AGREEMENT dated as of November 2, 2021 (the “Intercreditor Agreement”), among BANK OF AMERICA, N.A., as Initial First Lien Representative and Initial First Lien Collateral Agent, REGIONS BANK, not in its individual capacity but solely in its capacity as trustee under the Initial Second Lien Indenture, as Initial Second Lien Representative, REGIONS BANK, not in its individual capacity but solely in its capacity as collateral agent under the Initial Second Lien Indenture, as Initial Second Lien Collateral Agent, and the additional Representatives and Collateral Agents from time to time a party thereto, and acknowledged and agreed to by SUMMIT MIDSTREAM HOLDINGS, LLC, a Delaware limited liability company (the “Company”), and the other Grantors.

Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Intercreditor Agreement.

The undersigned, TALL OAK MIDSTREAM OPERATING, LLC, a Delaware limited liability company (“Tall Oak”), TALL OAK WOODFORD, LLC, a Delaware limited liability company (“Woodford”), BCZ LAND HOLDINGS, LLC, a Delaware limited liability company (“BCZ”), and VM ARKOMA STACK, LLC, a Delaware limited liability company (“VM”, and together with Tall Oak, Woodford and BCZ, collectively, the “New Grantors” and each, a “New Grantor”) wishes to acknowledge and agree to the Intercreditor Agreement and become a party thereto to the limited extent contemplated by Section 8.18 thereof and to acquire and undertake the rights and obligations of a Grantor thereunder.

Accordingly, each New Grantor agrees as follows for the benefit of the Representatives, the Collateral Agents and the Claimholders:

Section 1. Accession to the Intercreditor Agreement. Each New Grantor (a) acknowledges and agrees to, and becomes a party to the Intercreditor Agreement as a Grantor to the limited extent contemplated by Section 8.18 thereof, (b) agrees to all the terms and provisions of the Intercreditor Agreement and (c) shall have all the rights and obligations of a Grantor under the Intercreditor Agreement. This Grantor Joinder Agreement supplements the Intercreditor Agreement and is being executed and delivered by the New Grantor pursuant to Section 8.20 of the Intercreditor Agreement.

Section 2. Representations, Warranties and Acknowledgement of the New Grantors. Each New Grantor represents and warrants to each Representative, each Collateral Agent and to the Claimholders that (a) it has full power and authority to enter into this Grantor Joinder Agreement, in its capacity as Grantor and (b) this Grantor Joinder Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms of this Grantor Joinder Agreement.

Section 3. Counterparts. This Grantor Joinder Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Grantor Joinder Agreement or any document or instrument delivered in connection herewith by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Grantor Joinder Agreement or such other document or instrument, as applicable. The terms of the final sentence of Section 8.16 of the Intercreditor Agreement shall apply to this Grantor Joinder Agreement, mutatis mutandis.

Section 4. Full Force and Effect. Except as expressly supplemented hereby, the Intercreditor Agreement shall remain in full force and effect.

Section 5. Section Headings. Section heading used in this Grantor Joinder Agreement are for convenience of reference only and are not to affect the construction hereof or to be taken in consideration in the interpretation hereof.

Section 6. Benefit of Agreement. The agreements set forth herein or undertaken pursuant hereto are for the benefit of, and may be enforced by, any party to the Intercreditor Agreement subject to any limitations set forth in the Intercreditor Agreement with respect to the Grantors.

Section 7. Governing Law. THIS GRANTOR JOINDER AGREEMENT, AND ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS GRANTOR JOINDER AGREEMENT (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OR PRIORITY OF THE SECURITY INTERESTS IN THE COLLATERAL).

Section 8. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good faith negotiations to replace any invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to those of the invalid, illegal or unenforceable provisions.

Section 9. Notices. All communications and notices hereunder shall be in writing and given as provided in Section 8.11 of the Intercreditor Agreement. All communications and notices hereunder to any New Grantor shall be given to it at the address set forth below, which information supplements Section 8.11 of the Intercreditor Agreement.

Address for notices: 910 Louisiana Street
Suite 4200
Houston, Texas 77002
Attention: James Johnston, General Counsel

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

Kirkland & Ellis LLP
609 Main Street
Houston, Texas 77002
Attention: Rachael Lichman

Section 10. Miscellaneous. The provisions of Section 8 of the Intercreditor Agreement will apply with like effect to this Grantor Joinder Agreement.

IN WITNESS WHEREOF, each New Grantor has duly executed this Grantor Joinder Agreement to the Intercreditor Agreement as of the day and year first above written.

TALL OAK MIDSTREAM OPERATING, LLC

By: /s/ William J. Mault
Name: William J. Mault
Title: Executive Vice President and Chief
Financial Officer

TALL OAK WOODFORD, LLC

By: /s/ William J. Mault
Name: William J. Mault
Title: Executive Vice President and Chief
Financial Officer

BCZ LAND HOLDINGS, LLC

By: /s/ William J. Mault
Name: William J. Mault
Title: Executive Vice President and Chief
Financial Officer

VM ARKOMA STACK, LLC

By: /s/ William J. Mault
Name: William J. Mault
Title: Executive Vice President and Chief
Financial Officer

