

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

Form 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934  
For the quarterly period ended June 30, 2013

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to  
Commission file number: 001-35666

**Summit Midstream Partners, LP**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**45-5200503**

(I.R.S. Employer  
Identification No.)

**2100 McKinney Avenue, Suite 1250**

**Dallas, Texas**

(Address of principal executive offices)

**75201**

(Zip Code)

Registrant's telephone number, including area code: (214) 242-1955

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

Title of each class

Name of exchange on which registered

Common Units

New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.  Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).  
 Yes  No

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

Large Accelerated Filer

Accelerated Filer

Non-Accelerated Filer  (Do not check if a smaller reporting company)

Smaller Reporting Company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).  Yes  No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class

As of July 31, 2013

Common Units

29,073,974 units

Subordinated Units

24,409,850 units

General Partner Units

1,091,453 units

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## FORWARD-LOOKING STATEMENTS

Investors are cautioned that certain statements contained in this report as well as in periodic press releases and certain oral statements made by our officials during our presentations are “forward-looking” statements. 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 external 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 report 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 risks and uncertainties include, among others:

- changes in general economic conditions;
- fluctuations in crude oil, natural gas and natural gas liquids prices;
- the extent and success of drilling efforts, as well as the extent and quality of natural gas volumes produced within proximity of our assets;
- failure or delays by our customers in achieving expected production in their natural gas and crude oil projects;
- competitive conditions in our industry and their impact on our ability to connect natural gas supplies to our gathering and compression assets or systems;
- actions or inactions taken or non-performance 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;
- our ability to consummate acquisitions, successfully integrate the acquired businesses, realize any cost savings and other synergies from any acquisition;
- 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 instruments;
- the availability, terms and cost of downstream transportation and processing services;
- operating hazards, natural disasters, accidents, weather-related delays, casualty losses and other matters beyond our control;
- weather conditions and seasonal trends;
- timely receipt of necessary government approvals and permits, our ability to control the costs of construction, including costs of materials, labor and right-of-way and other factors that may impact our ability to complete projects within budget and on schedule;
- the effects of existing and future laws and governmental regulations, including environmental and climate change requirements;
- the effects of litigation; and
- certain factors discussed elsewhere in this report.

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 senior notes.

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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.

## PART I—FINANCIAL INFORMATION

## Item 1. Financial Statements.

SUMMIT MIDSTREAM PARTNERS, LP AND SUBSIDIARIES  
UNAUDITED CONDENSED CONSOLIDATED BALANCE SHEETS

|  | June 30,<br>2013 | December 31,<br>2012 |
|--|------------------|----------------------|
| (Dollars in thousands)   |                  |                      |
| <b>Assets</b>  |                  |                      |
| Current assets:  |                  |                      |
| Cash and cash equivalents  | \$ 30,123        | \$ 7,895             |
| Accounts receivable  | 33,664           | 33,504               |
| Due from affiliate   | —                | 774                  |
| Other assets   | 1,114            | 2,190                |
| Total current assets   | 64,901           | 44,363               |
| Property, plant and equipment, net   | 1,000,488        | 681,993              |
| Intangible assets, net:  |                  |                      |
| Favorable gas gathering contracts  | 18,859           | 19,958               |
| Contract intangibles   | 375,233          | 229,596              |
| Rights-of-way  | 43,803           | 35,986               |
| Total intangible assets, net   | 437,895          | 285,540              |
| Goodwill   | 99,677           | 45,478               |
| Other noncurrent assets  | 12,670           | 6,137                |
| Total assets   | \$ 1,615,631     | \$ 1,063,511         |
| <b>Liabilities and Partners' Capital</b>   |                  |                      |
| Current liabilities:   |                  |                      |
| Trade accounts payable   | \$ 16,064        | \$ 15,817            |
| Due to affiliate   | 2,146            | —                    |
| Deferred revenue   | 1,535            | 865                  |
| Ad valorem taxes payable   | 3,424            | 5,455                |
| Other current liabilities  | 7,790            | 4,324                |
| Total current liabilities  | 30,959           | 26,461               |
| Long-term debt   | 565,050          | 199,230              |
| Noncurrent liability, net (Note 4)   | 6,851            | 7,420                |
| Deferred revenue   | 19,384           | 10,899               |
| Other noncurrent liabilities   | 290              | 254                  |
| Total liabilities  | 622,534          | 244,264              |
| Commitments and contingencies (Note 11)  |                  |                      |
| Common limited partner capital (29,073,974 units issued and outstanding at June 30, 2013 and 24,412,427 units issued and outstanding at December 31, 2012) | 578,514          | 418,856              |
| Subordinated limited partner capital (24,409,850 units issued and outstanding at June 30, 2013 and December 31, 2012)                                      | 390,906          | 380,169              |
| General partner interests (1,091,453 units issued and outstanding at June 30, 2013 and 996,320 issued and outstanding at December 31, 2012)                | 23,677           | 20,222               |
| Total partners' capital  | 993,097          | 819,247              |
| Total liabilities and partners' capital  | \$ 1,615,631     | \$ 1,063,511         |

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**SUMMIT MIDSTREAM PARTNERS, LP AND SUBSIDIARIES**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**

|   | Three months ended June 30, |                 | Six months ended June 30, |                  |
|---|-----------------------------|-----------------|---------------------------|------------------|
|   | 2013                        | 2012            | 2013                      | 2012             |
| (In thousands, except per-unit and unit amounts)                    |                             |                 |                           |                  |
| <b>Revenues:</b>  |                             |                 |                           |                  |
| Gathering services and other fees                                   | \$ 41,251                   | \$ 36,729       | \$ 81,130                 | \$ 68,647        |
| Natural gas, NGLs and condensate sales and other                    | 18,284                      | 3,327           | 29,811                    | 7,058            |
| Amortization of favorable and unfavorable contracts                 | (250)                       | 51              | (530)                     | 185              |
| <b>Total revenues</b>   | <b>59,285</b>               | <b>40,107</b>   | <b>110,411</b>            | <b>75,890</b>    |
| <b>Costs and expenses:</b>  |                             |                 |                           |                  |
| Operation and maintenance   | 15,077                      | 11,728          | 29,549                    | 22,717           |
| Cost of natural gas and NGLs  | 9,377                       | —               | 13,864                    | —                |
| General and administrative  | 6,767                       | 6,384           | 11,949                    | 10,796           |
| Transaction costs   | 2,418                       | 41              | 2,426                     | 234              |
| Depreciation and amortization                                       | 14,870                      | 8,689           | 26,720                    | 16,979           |
| <b>Total costs and expenses</b>                                     | <b>48,509</b>               | <b>26,842</b>   | <b>84,508</b>             | <b>50,726</b>    |
| Other income  | 1                           | 2               | 2                         | 6                |
| Interest expense  | (3,023)                     | (2,051)         | (4,903)                   | (2,746)          |
| Affiliated interest expense   | —                           | (1,932)         | —                         | (5,414)          |
| <b>Income before income taxes</b>                                   | <b>7,754</b>                | <b>9,284</b>    | <b>21,002</b>             | <b>17,010</b>    |
| Income tax expense  | (221)                       | (155)           | (402)                     | (294)            |
| <b>Net income</b>   | <b>\$ 7,533</b>             | <b>\$ 9,129</b> | <b>\$ 20,600</b>          | <b>\$ 16,716</b> |
| Less: net (loss) income attributable to SMP Holdings (Note 1)       | (535)                       |                 | 52                        |                  |
| <b>Net income attributable to partners</b>                          | <b>8,068</b>                |                 | <b>20,548</b>             |                  |
| Less: net income attributable to general partner                    | 161                         |                 | 411                       |                  |
| <b>Net income attributable to limited partners</b>                  | <b>\$ 7,907</b>             |                 | <b>\$ 20,137</b>          |                  |
| <br>  |                             |                 |                           |                  |
| Earnings per common unit – basic                                    | \$ 0.16                     |                 | \$ 0.41                   |                  |
| Earnings per common unit – diluted                                  | \$ 0.16                     |                 | \$ 0.41                   |                  |
| Earnings per subordinated unit – basic and diluted                  | \$ 0.16                     |                 | \$ 0.41                   |                  |
| <br>  |                             |                 |                           |                  |
| Weighted-average common units outstanding – basic                   | 25,172,087                  |                 | 24,790,158                |                  |
| Weighted-average common units outstanding – diluted                 | 25,281,104                  |                 | 24,871,033                |                  |
| Weighted-average subordinated units outstanding – basic and diluted | 24,409,850                  |                 | 24,409,850                |                  |
| <br>  |                             |                 |                           |                  |
| Cash distributions declared per common unit                         | \$ 0.42                     |                 | \$ 0.83                   |                  |

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**SUMMIT MIDSTREAM PARTNERS, LP AND SUBSIDIARIES**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF PARTNERS' CAPITAL AND**  
**MEMBERSHIP INTERESTS**

|  | Partners' capital |                |           |                 |           |               | SMP Holdings'<br>equity in Bison<br>Midstream | Membership<br>interests | Total             |
|--|-------------------|----------------|-----------|-----------------|-----------|---------------|---|-------------------------|-------------------|
|  | Limited partners  |                |           | General partner |           |               |   |                         |                   |
|  | Common            | Subordinated   |           |                 |           |               |   |                         |                   |
| (In thousands, except per-unit amounts)  |                   |                |           |                 |           |               |   |                         |                   |
| <b>Membership interests, January 1, 2012</b>   | \$                | —              | \$        | —               | \$        | —             | \$  | 640,818                 | \$ 640,818        |
| Net income   |                   | —              |           | —               |           | —             |   | 16,716                  | 16,716            |
| Class B membership interest unit-based compensation  |                   | —              |           | —               |           | —             |   | 1,412                   | 1,412             |
| <b>Membership interests, June 30, 2012</b>   | <b>\$</b>         | <b>—</b>       | <b>\$</b> | <b>—</b>        | <b>\$</b> | <b>—</b>      | <b>\$</b>                                     | <b>658,946</b>          | <b>\$ 658,946</b> |
| <b>Partners' capital, January 1, 2013</b>  | <b>\$</b>         | <b>418,856</b> | <b>\$</b> | <b>380,169</b>  | <b>\$</b> | <b>20,222</b> | <b>\$</b>                                     | <b>—</b>                | <b>\$ 819,247</b> |
| Net income   |                   | 10,127         |           | 10,010          |           | 411           |   | 52                      | 20,600            |
| SMLP unit-based compensation   |                   | 1,141          |           | —               |           | —             |   | —                       | 1,141             |
| Consolidation of Bison Midstream net assets  |                   | —              |           | —               |           | —             |   | 303,168                 | 303,168           |
| Contribution from SMP Holdings to Bison Midstream  |                   | —              |           | —               |           | —             |   | 2,229                   | 2,229             |
| Purchase of Bison Midstream  |                   | 47,936         |           | —               |           | 978           |   | (248,914)               | (200,000)         |
| Contribution of net assets from SMP Holdings in excess of consideration paid for Bison Midstream |                   | 28,558         |           | 26,846          |           | 1,131         |   | (56,535)                | —                 |
| Issuance of units in connection with the Mountaineer Acquisition                                 |                   | 98,000         |           | —               |           | 2,000         |   | —                       | 100,000           |
| Class B membership interest unit-based compensation  |                   | 17             |           | —               |           | —             |   | —                       | 17                |
| Repurchase of DFW Net Profits Interests  |                   | (5,859)        |           | (5,859)         |           | (239)         |   | —                       | (11,957)          |
| Distributions to unitholders   |                   | (20,262)       |           | (20,260)        |           | (826)         |   | —                       | (41,348)          |
| <b>Partners' capital, June 30, 2013</b>  | <b>\$</b>         | <b>578,514</b> | <b>\$</b> | <b>390,906</b>  | <b>\$</b> | <b>23,677</b> | <b>\$</b>                                     | <b>—</b>                | <b>\$ 993,097</b> |

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**SUMMIT MIDSTREAM PARTNERS, LP AND SUBSIDIARIES**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**

|  | Six months ended June 30, |                 |
|--|---------------------------|-----------------|
|  | 2013                      | 2012            |
| (In thousands)   |                           |                 |
| <b>Cash flows from operating activities:</b>   |                           |                 |
| Net income   | \$ 20,600                 | \$ 16,716       |
| <b>Adjustments to reconcile net income to net cash provided by operating activities:</b> |                           |                 |
| Depreciation and amortization  | 26,720                    | 16,979          |
| Amortization of favorable and unfavorable contracts                                      | 530                       | (185)           |
| Amortization of deferred loan costs  | 882                       | 579             |
| Pay-in-kind interest on promissory notes payable to Sponsors                             | —                         | 5,414           |
| Unit-based compensation  | 1,158                     | 1,412           |
| <b>Changes in operating assets and liabilities, net of effects of Bison Drop Down:</b>   |                           |                 |
| Accounts receivable  | 5,446                     | (1,741)         |
| Due from affiliate   | 2,920                     | —               |
| Other assets   | 3,279                     | 1,179           |
| Trade accounts payable   | 391                       | (20,840)        |
| Change in deferred revenue   | 5,695                     | 5,811           |
| Ad valorem taxes payable   | (2,031)                   | 1,750           |
| Other current liabilities  | 119                       | (803)           |
| Other noncurrent liabilities   | 707                       | —               |
| Net cash provided by operating activities  | <u>66,416</u>             | <u>26,271</u>   |
| <b>Cash flows from investing activities:</b>   |                           |                 |
| Capital expenditures   | (41,599)                  | (24,363)        |
| Acquisition of Bison Midstream   | (200,000)                 | —               |
| Acquisition of Mountaineer Midstream   | (210,000)                 | —               |
| Net cash used in investing activities  | <u>(451,599)</u>          | <u>(24,363)</u> |
| <b>Cash flows from financing activities:</b>   |                           |                 |
| Distributions to unitholders   | (41,348)                  | —               |
| Borrowings under revolving credit facility   | 360,000                   | 163,000         |
| Repayments under revolving credit facility   | (294,180)                 | (8,000)         |
| Issuance of senior notes   | 300,000                   | —               |
| Contribution from SMP Holdings to Bison Midstream  | 2,229                     | —               |
| Issuance of units in connection with the Mountaineer Acquisition                         | 100,000                   | —               |
| Repurchase of DFW Net Profits Interests  | (11,957)                  | —               |
| Deferred loan costs and initial public offering costs                                    | (7,333)                   | (4,775)         |
| Repayment of promissory notes payable to Sponsors  | —                         | (160,000)       |
| Net cash provided by (used in) financing activities                                      | <u>407,411</u>            | <u>(9,775)</u>  |
| Net change in cash and cash equivalents  | 22,228                    | (7,867)         |
| Cash and cash equivalents, beginning of period   | 7,895                     | 15,462          |
| Cash and cash equivalents, end of period   | <u>\$ 30,123</u>          | <u>\$ 7,595</u> |

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**SUMMIT MIDSTREAM PARTNERS, LP AND SUBSIDIARIES**  
**UNAUDITED CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(continued)**

|  | Six months ended June 30, |                 |
|--|---------------------------|-----------------|
|  | 2013                      | 2012            |
| (In thousands)   |                           |                 |
| <b>Supplemental Schedule of Investing and Financing Activities:</b>                              |                           |                 |
| Cash interest paid   | \$ 4,014                  | \$ 3,591        |
| Capitalized interest   | (970)                     | (1,916)         |
| Interest paid (net of capitalized interest)  | <u>\$ 3,044</u>           | <u>\$ 1,675</u> |
| Cash paid for income taxes   | \$ 660                    | \$ —            |
| <b>Supplemental Disclosures of Noncash Investing and Financing Activities:</b>                   |                           |                 |
| Capital expenditures in trade accounts payable (period-end accruals)                             | \$ 5,794                  | \$ 3,157        |
| Unit-based compensation  | 1,158                     | 1,412           |
| Issuance of units to partially fund the Bison Drop Down  | 48,914                    | —               |
| Contribution of net assets from SMP Holdings in excess of consideration paid for Bison Midstream | 56,535                    | —               |
| Pay-in-kind interest on promissory notes payable to Sponsors                                     | —                         | 6,316           |
| Deferred initial public offering costs in trade accounts payable                                 | —                         | 481             |

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

**SUMMIT MIDSTREAM PARTNERS, LP AND SUBSIDIARIES**  
**NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

**1. ORGANIZATION, BUSINESS OPERATIONS AND BASIS OF PRESENTATION**

**Organization.** Summit Midstream Partners, LP ("SMLP" or the "Partnership"), a Delaware limited partnership, was formed in May 2012 and began operations in October 2012 in connection with its initial public offering ("IPO") of common limited partner units. SMLP is a growth-oriented limited partnership focused on owning and operating midstream energy infrastructure assets that are strategically located in the core producing areas of unconventional resource basins, primarily shale formations, in North America.

Effective with the completion of its IPO on October 3, 2012, SMLP has a 100% ownership interest in Summit Midstream Holdings, LLC ("Summit Holdings") which has a 100% ownership interest in both DFW Midstream Services LLC ("DFW Midstream") and Grand River Gathering, LLC ("Grand River Gathering"). The effects of the IPO and related equity transfers occurring in October 2012 are reflected in SMLP's financial statements. For additional information, see Note 1 to the audited consolidated financial statements included in our annual report on Form 10-K for the year ended December 31, 2012 (the "2012 Annual Report").

On June 4, 2013, Summit Holdings acquired all of the membership interests of Bison Midstream, LLC ("Bison Midstream") from Summit Midstream Partners Holdings, LLC ("SMP Holdings"), a wholly owned direct subsidiary of Summit Midstream Partners, LLC ("Summit Investments") (the "Bison Drop Down"), and thereby acquired certain associated natural gas gathering pipeline, dehydration and compression assets in the Bakken Shale Play in Mountrail and Burke counties in North Dakota (the "Bison Gas Gathering system").

Prior to the Bison Drop Down, on February 15, 2013, Summit Investments acquired Bear Tracker Energy, LLC ("BTE") and subsequently contributed it to SMP Holdings. The Bison Gas Gathering system was carved out from BTE in connection with the Bison Drop Down. As such, it was deemed a transaction among entities under common control. For additional information, see Notes 5, 6 and 12.

On June 21, 2013, Mountaineer Midstream Company, LLC ("Mountaineer Midstream"), a newly formed, wholly owned subsidiary of Summit Holdings, acquired certain natural gas gathering pipeline and compression assets in the Marcellus Shale Play in Doddridge County, West Virginia (the "Mountaineer Midstream Gathering system") from an affiliate of MarkWest Energy Partners, L.P. ("MarkWest") (the "Mountaineer Acquisition"). For additional information, see Notes 5, 6 and 12.

Summit Investments is a Delaware limited liability company and the predecessor for accounting purposes (the "Predecessor") of SMLP. Summit Investments was formed and began operations in September 2009. Through August 2011, Summit Investments was wholly owned by Energy Capital Partners II, LLC and its parallel and co-investment funds (collectively, "Energy Capital Partners"). In August 2011, Energy Capital Partners sold an interest in Summit Investments to a subsidiary of GE Energy Financial Services, Inc. ("GE Energy Financial Services", and collectively with Energy Capital Partners, the "Sponsors"). In March 2013, Summit Investments contributed the ownership of its SMLP common and subordinated units along with its 2% general partner interest in SMLP to SMP Holdings in exchange for a continuing 100% interest in SMP Holdings. As of June 30, 2013, SMP Holdings held 14,691,397 SMLP common units, 24,409,850 SMLP subordinated units and 1,091,453 general partner units representing a 2% general partner interest in SMLP.

SMLP is managed and operated by the board of directors and executive officers of Summit Midstream GP, LLC (the "general partner"). Summit Investments, as the ultimate owner of our general partner, has the right to appoint the entire board of directors of our general partner, including our independent directors. SMLP's operations are conducted through, and our operating assets are owned by, various operating subsidiaries. However, neither SMLP nor its subsidiaries has any employees. The general partner has the sole responsibility for providing the personnel necessary to conduct SMLP's operations, whether through directly hiring employees or by obtaining the services of personnel employed by others, including Summit Investments. All of the personnel that conduct SMLP's business are employed by the general partner and its affiliates, but these individuals are sometimes referred to as our employees.

References to the "Company," "we," or "our," when used for dates or periods ended on or after the IPO, refer collectively to SMLP and its subsidiaries. References to the "Company," "we," or "our," when used for dates or periods ended prior to the IPO, refer collectively to Summit Investments and its subsidiaries.

**Business Operations.** We provide natural gas gathering and compression services pursuant to long-term, primarily fee-based, natural gas gathering agreements with our customers. Our results are driven primarily by the

volumes of natural gas that we gather and compress across our systems. We currently operate in four unconventional resource basins:

- the Piceance Basin, which includes the Mesaverde formation and the Mancos and Niobrara shale formations in western Colorado;
- the Fort Worth Basin, which includes the Barnett Shale formation in north-central Texas;
- the Williston Basin, which includes the Bakken and Three Forks shale formations in northwestern North Dakota; and
- the Appalachian Basin, which includes the Marcellus Shale formation in northern West Virginia.

Our four operating subsidiaries are Grand River Gathering, DFW Midstream, Bison Midstream and Mountaineer Midstream. All of our subsidiaries are midstream energy companies focused on the development, construction and operation of natural gas gathering systems.

**Basis of Presentation and Principles of Consolidation.** We prepare our unaudited condensed consolidated financial statements in accordance with accounting principles generally accepted in the United States of America ("GAAP"). These principles are established by the Financial Accounting Standards Board. We make estimates and assumptions that affect the reported amounts of assets and liabilities at the balance sheet dates, including fair value measurements, the reported amounts of revenue and expense, and disclosure of contingencies. Although management believes these estimates are reasonable, actual results could differ from its estimates.

For the purposes of the unaudited condensed consolidated financial statements, SMLP's results of operations reflect the Partnership's operations subsequent to the IPO and the results of the Predecessor for the period prior to the IPO. The unaudited condensed consolidated financial statements also reflect the results of operations of: (i) Bison Midstream since February 16, 2013, the date that common control began and (ii) Mountaineer Midstream since June 22, 2013, the date of acquisition. Because the Bison Drop Down was executed between entities under common control, SMLP recognized the acquisition of Bison Midstream at SMP Holdings' historical cost which reflected its recent fair value accounting for the acquisition of BTE. The excess of SMP Holdings' basis in the net assets of Bison Midstream over the purchase price paid by Summit Holdings was recognized as an addition to partners' capital. Due to the common control aspect, the Bison Drop Down was accounted for by the Partnership on an "as if pooled" basis for all periods in which common control existed. See Notes 5, 6 and 12 for additional information. The unaudited condensed consolidated financial statements include the assets, liabilities, and results of operations of SMLP or the Predecessor and their respective wholly owned subsidiaries. All intercompany transactions among the consolidated entities have been eliminated. In our opinion, the accompanying unaudited condensed consolidated financial statements include all adjustments consisting of normal recurring accruals necessary for a fair presentation of the results of operations for the three and six months ended June 30, 2013 and 2012.

The unaudited condensed consolidated financial statements have been prepared pursuant to the rules and the regulations of the Securities and Exchange Commission (the "SEC"). Certain information and note disclosures normally included in annual financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to those rules and regulations, although the Partnership believes that the disclosures made are adequate to make the information not misleading. The unaudited condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto that are included in our 2012 Annual Report. The results of operations for an interim period are not necessarily indicative of results expected for a full year.

We conduct our operations in the midstream sector with four operating segments. However, due to their similar characteristics and how we manage our business, we have aggregated these segments into a single reporting segment for disclosure purposes. The assets of our reportable operating segment consist of natural gas gathering systems and related plant and equipment. Our operating segments reflect the way in which we internally report the financial information used to make decisions and allocate resources in connection with our operations.

**Reclassifications.** Certain reclassifications have been made to prior-year amounts to conform to current-year presentation. These reclassifications had no impact on net income or total partners' capital or membership interests.

**2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Fair Value of Financial Instruments.** The carrying amount of cash and cash equivalents (Level 1), accounts receivable, and accounts payable reported on the balance sheet approximates fair value due to their short-term maturities.

GAAP's fair-value-measurement standard defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The standard characterizes inputs used in determining fair value according to a hierarchy that prioritizes those inputs based upon the degree to which they are observable. The three levels of the fair value hierarchy are as follows:

- **Level 1.** Inputs represent quoted prices in active markets for identical assets or liabilities;
- **Level 2.** Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly (for example, quoted market prices for similar assets or liabilities in active markets or quoted market prices for identical assets or liabilities in markets not considered to be active, inputs other than quoted prices that are observable for the asset or liability, or market-corroborated inputs); and
- **Level 3.** Inputs that are not observable from objective sources, such as management's internally developed assumptions used in pricing an asset or liability (for example, an estimate of future cash flows used in management's internally developed present value of future cash flows model that underlies the fair value measurement).

Nonfinancial assets and liabilities initially measured at fair value include those acquired and assumed in connection with third-party business combinations.

A summary of the estimated fair value for financial instruments follows.

|                           | June 30, 2013  |                                | December 31, 2012 |                                |
|---------------------------|----------------|--------------------------------|-------------------|--------------------------------|
|                           | Carrying value | Estimated fair value (Level 2) | Carrying value    | Estimated fair value (Level 2) |
| (In thousands)            |                |                                |                   |                                |
| Revolving credit facility | \$ 265,050     | \$ 265,050                     | \$ 199,230        | \$ 199,230                     |
| Senior notes              | 300,000        | 304,875                        | —                 | —                              |

The revolving credit facility's carrying value on the balance sheet is its fair value due to its floating interest rate. The fair value for the senior notes is based on an average of nonbinding broker quotes as of June 30, 2013. The use of different market assumptions or valuation methodologies may have a material effect on the estimated fair value of the senior notes.

**Intangible Assets and Noncurrent Liability.** Upon the acquisition of DFW Midstream, certain of our gas gathering contracts were deemed to have above-market pricing structures while another was deemed to have pricing that was below market. We have recognized the contracts that were above market at acquisition as favorable gas gathering contracts. We have recognized the contract that was deemed to be below market as a noncurrent liability. We amortize these intangibles on a units-of-production basis over the estimated useful life of the contract. We define useful life as the period over which the contract is expected to contribute directly or indirectly to our future cash flows. The related contracts have original terms ranging from 10 years to 20 years. We recognize the amortization expense associated with these intangible assets and liabilities in revenue.

For our other gas gathering contracts, we amortize contract intangible assets over the period of economic benefit based upon the expected revenues over the life of the contract. The useful life of these contracts ranges from 10 years to 25 years. We recognize the amortization expense associated with these intangible assets in depreciation and amortization expense.

We have right-of-way intangible assets associated with city easements and easements granted within existing rights-of-way. We amortize these intangible assets over the shorter of the contractual term of the rights-of-way or the estimated useful life of the gathering system. The contractual terms of the rights-of-way range from 20 years to 30 years. The estimated useful life of our gathering systems is 30 years. We recognize the amortization expense associated with these intangible assets in depreciation and amortization expense.

**Other Noncurrent Assets.** Other noncurrent assets primarily consist of external costs incurred in connection with the issuance of our senior notes and the closing of our revolving credit facility. We capitalize and then amortize

these deferred loan costs over the life of the respective debt instrument. We recognize amortization of deferred loan costs in interest expense.

**Revenue Recognition.** We generate the majority of our revenue from the natural gas gathering services that we provide to our natural gas producer customers. We also generate revenue from our marketing of natural gas and natural gas liquids ("NGLs"). We realize revenues by receiving fees from our producer customers or by selling the residue natural gas and NGLs.

We recognize revenue earned from gathering services in gathering services and other fees revenue. We also earn revenue from the sale of physical natural gas purchased from our customers under percentage-of-proceeds arrangements. These revenues are recognized in natural gas, NGLs and condensate sales and other with corresponding expense recognition in cost of natural gas and NGLs. We sell the natural gas that we retain from our DFW Midstream customers to offset the power expenses of the electric-driven compression on the DFW Midstream system. We also sell condensate retained from our gathering services at Grand River Gathering. Revenues from the retainage of natural gas and condensate are recognized in natural gas, NGLs and condensate sales and other; the associated expense is included in operation and maintenance expense.

We recognize revenue when all of the following criteria are met: (i) persuasive evidence of an exchange arrangement exists, (ii) delivery has occurred or services have been rendered, (iii) the price is fixed or determinable, and (iv) collectability is reasonably assured.

We obtain access to natural gas and provide services principally under contracts that contain one or both of the following arrangements:

- **Fee-based arrangements.** Under fee-based arrangements, we receive a fee or fees for one or more of the following services: natural gas gathering, compressing, and treating. Fee-based arrangements include natural gas purchase arrangements pursuant to which we purchase natural gas at the wellhead, or other receipt points, at a settled price at the delivery point less a specified amount, generally the same as the fees we would otherwise charge for gathering of natural gas from the wellhead location to the delivery point. The margins earned are directly related to the volume of natural gas that flows through the system.
- **Percent-of-proceeds arrangements.** Under percent-of-proceeds arrangements, we generally purchase natural gas from producers at the wellhead, or other receipt points, gather the wellhead natural gas through our gathering system, treat the natural gas, and sell the natural gas to a third party for processing. We then remit to our producers an agreed-upon percentage of the actual proceeds received from sales of the residue natural gas and NGLs. Certain of these arrangements may also result in returning all or a portion of the residue natural gas and/or the NGLs to the producer, in lieu of returning sales proceeds.

Many of our natural gas gathering agreements provide for a monthly or annual minimum volume commitment ("MVC") from certain of our customers. Under these monthly or annual MVCs, our customers agree to ship a minimum volume of natural gas on our gathering systems or to pay a minimum monetary amount over certain periods during the term of the MVC. A customer must make a shortfall payment to us at the end of the contract month or year, as applicable, if its actual throughput volumes are less than its MVC for that month or year. Certain customers are entitled to utilize shortfall payments to offset gathering fees in one or more subsequent periods to the extent that such customer's throughput volumes in subsequent periods exceed its MVC for that period. These contract provisions range from 12 months to nine years.

We record customer billings for obligations under their MVCs as deferred revenue when the customer has the right to utilize shortfall payments to offset gathering fees in subsequent periods. We recognize deferred revenue under these arrangements in revenue once all contingencies or potential performance obligations associated with the related volumes have either (i) been satisfied through the gathering of future excess volumes of natural gas, or (ii) expired (or lapsed) through the passage of time pursuant to the terms of the applicable natural gas gathering agreement. We classify deferred revenue as short term for arrangements where the expiration of a customer's right to utilize shortfall payments is twelve months or less. As of June 30, 2013, we have billed \$20.9 million of deferred revenue relative to shortfall payments, of which \$1.0 million was included in accounts receivable, attributable to arrangements that provide the customer the ability to offset gathering fees in the next one month to nine years to the extent that a customer's throughput volumes exceed its MVC.

Certain customers reimburse us for costs we incur on their behalf. We record costs incurred and reimbursed by our customers on a gross basis.

**Unit-Based Compensation.** For awards of unit-based compensation, we determine a grant date fair value and recognize the related compensation expense, adjusted for expected forfeitures, in the statement of operations over the vesting period of the respective awards. See Note 8 for additional information.

**Income Taxes.** We are not subject to federal and state income taxes, except as noted below, because we are structured as a partnership. As a result, our unitholders or members are individually responsible for paying federal and state income taxes on their share of our taxable income.

In general, legal entities that are chartered, organized or conducting business in the state of Texas are subject to the Revised Texas Franchise Tax (the "Texas Margin Tax"). The Texas Margin Tax has the characteristics of an income tax because it is determined by applying a tax rate to a tax base that considers both revenues and expenses. Our financial statements reflect provisions for these tax obligations.

**Earnings Per Unit ("EPU").** We present earnings per limited partner unit data only for periods subsequent to the closing of SMLP's IPO in October 2012. EPU for periods ended prior to the IPO have not been presented because Summit Investments' members held membership interests and not units.

We determine EPU by dividing the net income that is attributed, in accordance with the net income and loss allocation provisions of the partnership agreement, to the common and subordinated unitholders under the two-class method, after deducting the general partner's 2% interest in net income and any incentive distributions paid to the general partner, by the weighted-average number of common and subordinated units outstanding during the three and six months ended June 30, 2013. Diluted earnings per limited partner unit reflects the potential dilution that could occur if securities or other agreements to issue common units, such as unit-based compensation, were exercised, settled or converted into common units. When it is determined that potential common units resulting from an award subject to performance or market conditions should be included in the diluted earnings per limited partner unit calculation, the impact is reflected by applying the treasury stock method.

**Comprehensive Income.** Comprehensive income is the same as net income for all periods presented.

**Environmental Matters.** We are subject to various federal, state and local laws and regulations relating to the protection of the environment. Although we believe that we are in material compliance with applicable environmental regulations, the risk of costs and liabilities are inherent in pipeline ownership and operation. Liabilities for loss contingencies, including environmental remediation costs, arising from claims, assessments, litigation, fines, and penalties and other sources are charged to expense when it is probable that a liability has been incurred and the amount of the assessment and/or remediation can be reasonably estimated. There are no such liabilities reflected in the accompanying financial statements at June 30, 2013 or December 31, 2012. However, we can provide no assurances that significant costs and liabilities will not be incurred by the Partnership in the future. We are currently not aware of any material contingent liabilities that exist with respect to environmental matters.

**Other Significant Accounting Policies.** For information on our other significant accounting policies, see Note 2 of the audited consolidated financial statements included in the 2012 Annual Report.

**Recent Accounting Pronouncements.** Accounting standard setters frequently issue new or revised accounting rules. We review new pronouncements to determine the impact, if any, on our financial statements. There are currently no recent pronouncements that have been issued that we believe will materially affect our financial statements.

### 3. PROPERTY, PLANT, AND EQUIPMENT, NET

Details on property, plant, and equipment, net were as follows:

|   | Useful lives (In years) | June 30, 2013       | December 31, 2012 |
|---|-------------------------|---------------------|-------------------|
| (Dollars in thousands)                        |                         |                     |                   |
| Gas gathering systems                         | 30                      | \$ 713,247          | \$ 427,449        |
| Compressor stations and compression equipment | 30                      | 272,538             | 237,618           |
| Construction in progress                      | n/a                     | 55,543              | 45,919            |
| Other   | 4-15                    | 5,873               | 4,524             |
| <b>Total</b>                                  |                         | <b>1,047,201</b>    | <b>715,510</b>    |
| Accumulated depreciation                      |                         | (46,713)            | (33,517)          |
| <b>Property, plant, and equipment, net</b>    |                         | <b>\$ 1,000,488</b> | <b>\$ 681,993</b> |

The increase in property, plant, and equipment primarily reflects the recognition of gas gathering system fixed assets acquired in connection with the Bison Drop Down and Mountaineer Acquisition.

Construction in progress is depreciated consistent with its applicable asset class once it is placed in service. Depreciation expense related to property, plant, and equipment and capitalized interest were as follows:

|                      | Three months ended June 30, |          | Six months ended June 30, |           |
|----------------------|-----------------------------|----------|---------------------------|-----------|
|                      | 2013                        | 2012     | 2013                      | 2012      |
| (In thousands)       |                             |          |                           |           |
| Depreciation expense | \$ 7,009                    | \$ 5,433 | \$ 13,196                 | \$ 10,059 |
| Capitalized interest | 478                         | 595      | 970                       | 1,916     |

### 4. IDENTIFIABLE INTANGIBLE ASSETS, NONCURRENT LIABILITY AND GOODWILL

**Identifiable Intangible Assets and Noncurrent Liability.** Identifiable intangible assets and the noncurrent liability, which are subject to amortization, were as follows:

|  | June 30, 2013           |                       |                          |                   |
|--|-------------------------|-----------------------|--------------------------|-------------------|
|  | Useful lives (In years) | Gross carrying amount | Accumulated amortization | Net               |
| (Dollars in thousands)                     |                         |                       |                          |                   |
| Favorable gas gathering contracts          | 18.7                    | \$ 24,195             | \$ (5,336)               | \$ 18,859         |
| Contract intangibles                       | 16.9                    | 402,445               | (27,212)                 | 375,233           |
| Rights-of-way                              | 28.3                    | 47,481                | (3,678)                  | 43,803            |
| <b>Total amortizable intangible assets</b> |                         | <b>\$ 474,121</b>     | <b>\$ (36,226)</b>       | <b>\$ 437,895</b> |
| Unfavorable gas gathering contract         | 10.0                    | \$ 10,962             | \$ (4,111)               | \$ 6,851          |

|                                     | December 31, 2012          |                          |                             |                   |
|-------------------------------------|----------------------------|--------------------------|-----------------------------|-------------------|
|                                     | Useful lives<br>(In years) | Gross carrying<br>amount | Accumulated<br>amortization | Net               |
| (Dollars in thousands)              |                            |                          |                             |                   |
| Favorable gas gathering contracts   | 18.7                       | \$ 24,195                | \$ (4,237)                  | \$ 19,958         |
| Contract intangibles                | 12.4                       | 244,100                  | (14,504)                    | 229,596           |
| Rights-of-way                       | 28.3                       | 38,848                   | (2,862)                     | 35,986            |
| Total amortizable intangible assets |                            | <u>\$ 307,143</u>        | <u>\$ (21,603)</u>          | <u>\$ 285,540</u> |
| Unfavorable gas gathering contract  | 10.0                       | \$ 10,962                | \$ (3,542)                  | \$ 7,420          |

The increase in total amortizable intangible assets primarily reflects the recognition of gas gathering contracts and rights-of-way acquired in connection with the Bison Drop Down.

We recognized amortization expense as follows:

|   | Three months ended June 30, |        | Six months ended June 30, |        |
|---|-----------------------------|--------|---------------------------|--------|
|   | 2013                        | 2012   | 2013                      | 2012   |
| (In thousands)  |                             |        |                           |        |
| Amortization expense – favorable gas gathering contracts  | \$ 527                      | \$ 361 | \$ 1,099                  | \$ 680 |
| Amortization expense – contract intangibles               | 7,421                       | 2,939  | 12,708                    | 6,289  |
| Amortization expense – rights-of-way                      | 440                         | 316    | 816                       | 630    |
| Amortization expense – unfavorable gas gathering contract | (277)                       | (412)  | (569)                     | (865)  |

The estimated aggregate annual amortization of intangible assets and noncurrent liability expected to be recognized as of June 30, 2013 for the remainder of 2013 and each of the four succeeding fiscal years follows.

|      | Assets         |        | Liabilities |       |
|------|----------------|--------|-------------|-------|
|      | (In thousands) |        |             |       |
| 2013 | \$             | 17,118 | \$          | 750   |
| 2014 |                | 35,958 |             | 1,549 |
| 2015 |                | 38,609 |             | 1,650 |
| 2016 |                | 38,709 |             | 1,571 |
| 2017 |                | 37,249 |             | 1,331 |

**Goodwill.** We recognized goodwill of \$45.5 million in connection with the acquisition of Grand River Gathering in 2011 and allocated it to the Grand River Gathering reporting unit. We recognized goodwill of \$54.2 million in connection with the Bison Drop Down in June 2013 and allocated it to the Bison Midstream reporting unit. The goodwill attributed to Bison Midstream represents its allocation of the goodwill that Summit Investments recognized in connection with its acquisition of BTE assets in February 2013. See Notes 1 and 12 for additional information. A rollforward of the consolidated balance of goodwill for the six months ended June 30, 2013 follows.

|  | (Dollars in thousands) |               |
|--|------------------------|---------------|
| <b>Goodwill, beginning of period</b>                       | \$                     | 45,478        |
| Goodwill recognized in connection with the Bison Drop Down |                        | 54,199        |
| <b>Goodwill, end of period</b>                             | <u>\$</u>              | <u>99,677</u> |

We evaluate goodwill for impairment annually on September 30. We also evaluate goodwill whenever events or circumstances indicate that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. There have been no impairments of goodwill.

**5. LONG-TERM DEBT**

Long-term debt consisted of the following:

|   | June 30,<br>2013  | December 31,<br>2012 |
|---|-------------------|----------------------|
| (In thousands)  |                   |                      |
| Variable rate senior secured revolving credit facility (2.71% at June 30, 2013 and 2.98% at December 31, 2012) due May 2016 | \$ 265,050        | \$ 199,230           |
| 7.50% Senior unsecured notes due July 2021  | 300,000           | —                    |
| <b>Total long-term debt</b>   | <b>\$ 565,050</b> | <b>\$ 199,230</b>    |

**Revolving Credit Facility.** We have a senior secured revolving credit facility. In June 2013, we exercised the revolving credit facility's \$50.0 million accordion provision and increased the total commitments thereunder from \$550.0 million to \$600.0 million. We also borrowed \$200.0 million in connection with the Bison Drop Down and \$110.0 million in connection with the Mountaineer Acquisition. See Notes 1, 6 and 12 for additional information. Also in June 2013, we used the proceeds from our senior notes offering to repay \$294.2 million of our revolving credit facility. As of June 30, 2013, the outstanding balance of the revolving credit facility was \$265.1 million. The facility matures in May 2016.

The revolving credit facility is secured by the membership interests of Summit Holdings, DFW Midstream, Grand River Gathering, Bison Midstream and Mountaineer Midstream and substantially all of the assets of these entities. It is guaranteed by all of Summit Holdings' subsidiaries, except for Summit Midstream Finance Corp. ("Finance Corp.") and allows for revolving loans, letters of credit and swingline loans.

Borrowings under the revolving credit facility bear interest at the London Interbank Offered Rate ("LIBOR") plus an applicable margin or a base rate, as defined in the credit agreement. At June 30, 2013, the applicable margin under LIBOR borrowings was 2.50%, the interest rate was 2.71% and the unused portion of the revolving credit facility totaled \$334.9 million (subject to a commitment fee of 0.50%).

The revolving credit agreement contains affirmative and negative covenants customary for credit facilities of its size and nature that, among other things, limit or restrict the ability to: (i) incur additional debt; (ii) make investments; (iii) engage in certain mergers, consolidations, acquisitions or sales of assets; (iv) enter into swap agreements and power purchase agreements; (v) enter into leases that would cumulatively obligate payments in excess of \$30.0 million over any 12-month period; and (vi) prohibits the payment of distributions by Summit Holdings if a default then exists or would result therefrom, and otherwise limits the amount of distributions Summit Holdings can make. In addition, the revolving credit facility requires Summit Holdings to maintain a ratio of consolidated trailing 12-month earnings before interest, income taxes, depreciation and amortization ("EBITDA") to net interest expense of not less than 2.5 to 1.0 (as defined in the credit agreement) and a ratio of total net indebtedness to consolidated trailing 12-month EBITDA of not more than 5.0 to 1.0, or not more than 5.5 to 1.0 for up to six months following certain acquisitions (as defined in the credit agreement).

As of June 30, 2013, we were in compliance with the covenants in the revolving credit facility. There were no defaults or events of default during the six months ended June 30, 2013.

**Senior Notes.** On June 17, 2013, Summit Holdings and its 100% owned finance subsidiary, Finance Corp. (collectively with Summit Holdings, the "Co-Issuers"), issued \$300.0 million of 7.50% senior unsecured notes maturing July 1, 2021 (the "senior notes"). The senior notes were sold within the United States only to qualified institutional buyers in reliance on Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), and outside the United States only to non-U.S. persons in reliance on Regulation S under the Securities Act. The senior notes have not been registered under the Securities Act or any state securities laws, and, unless so registered, may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws.

We will pay interest on the senior notes semi-annually in cash in arrears on January 1 and July 1 of each year, commencing January 1, 2014. The senior notes are senior, unsecured obligations and will rank equally in right of payment with all of our existing and future senior obligations. The senior notes are effectively subordinated in right of payment to all of our secured indebtedness, to the extent of the collateral securing such indebtedness. We used the proceeds from the issuance of the senior notes to repay a portion of the balance outstanding under our revolving credit facility. Debt issuance costs of \$7.1 million, recognized in other noncurrent assets, are being amortized over the life of the senior notes.

SMLP and all of its subsidiaries other than the Co-Issuers (the "Guarantors") have fully and unconditionally and jointly and severally guaranteed the senior notes. SMLP has no independent assets or operations. Summit Holdings has no independent assets or operations other than its ownership of its wholly owned subsidiaries and activities associated with its borrowings under the revolving credit facility and the senior notes. Finance Corp. has no independent assets or operations and was formed for the sole purpose of being a co-issuer of some of Summit Holdings' indebtedness, including the senior notes. There are no significant restrictions on the ability of SMLP or Summit Holdings to obtain funds from its subsidiaries by dividend or loan.

Under a registration rights agreement, the Co-Issuers and the Guarantors have agreed to file a registration statement with the SEC pursuant to which the Co-Issuers will either offer to exchange the senior notes and the guarantees for registered notes and guarantees with substantially identical terms or, in certain circumstances, register the resale of the senior notes and their guarantees (the "Exchange Offer").

If the Exchange Offer is not completed (or, if required, the shelf registration statement is not declared effective or does not automatically become effective) on or before the 365th day following the date of issuance of the senior notes (the "Exchange Completion Deadline"), the Co-Issuers will be required to pay additional interest in an amount equal to 0.25% per annum of the principal amount of senior notes with respect to the first 90-day period following the Exchange Completion Deadline. The amount of the additional interest will increase by an additional 0.25% per annum with respect to each subsequent 90-day period, up to a maximum amount of additional interest of 1.0% per annum of the principal amount of senior notes outstanding until the Exchange Offer is completed or the shelf registration statement is declared effective (or becomes automatically effective). All accrued additional interest will be paid by the Co-Issuers and the Guarantors on the next scheduled interest payment date in the same manner as other interest is paid on the senior notes. Following the time that the senior notes are registered, the accrual of additional interest will cease.

At any time prior to July 1, 2016, the Co-Issuers may redeem up to 35% of the aggregate principal amount of the senior notes at a redemption price of 107.500% of the principal amount of the senior notes, plus accrued and unpaid interest, if any, to the redemption date, with an amount not greater than the net cash proceeds of certain equity offerings. On and after July 1, 2016, the Co-Issuers may redeem all or part of the senior notes at a redemption price of 105.625% (with the redemption premium declining ratably each year to 100.000% on July 1, 2019), plus accrued and unpaid interest, if any.

The indenture restricts SMLP's and the Co-Issuers' ability and the ability of certain of their subsidiaries to: (i) incur additional debt or issue preferred stock; (ii) make distributions, repurchase equity or redeem subordinated debt; (iii) make payments on subordinated indebtedness; (iv) create liens or other encumbrances; (v) make investments, loans or other guarantees; (vi) sell or otherwise dispose of a portion of their assets; (vii) engage in transactions with affiliates; and (viii) make acquisitions or merge or consolidate with another entity. These covenants are subject to a number of important exceptions and qualifications. At any time when the senior notes are rated investment grade by each of Moody's Investors Service, Inc. and Standard & Poor's Ratings Services and no default or event of default under the indenture has occurred and is continuing, many of these covenants will terminate.

The indenture provides that each of the following is an event of default: (i) default for 30 days in the payment when due of interest on the senior notes; (ii) default in the payment when due of the principal of, or premium, if any, on the senior notes; (iii) failure by the Co-Issuers or SMLP to comply with certain covenants relating to merger, consolidation, sale of assets, change of control or asset sales; (iv) failure by SMLP for 180 days after notice to comply with certain covenants relating to the filing of reports with the SEC; (v) failure by the Co-Issuers or SMLP for 30 days after notice to comply with any of the other agreements in the indenture; (vi) specified defaults under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any indebtedness for money borrowed by SMLP or any of its restricted subsidiaries (or the payment of which is guaranteed by SMLP or any of its restricted subsidiaries); (vii) failure by SMLP or any of its restricted subsidiaries to pay certain final judgments aggregating in excess of \$20.0 million; (viii) except as permitted by the indenture, any guarantee of the senior notes shall cease for any reason to be in full force and effect or any guarantor, or any person acting on behalf of any guarantor, shall deny or disaffirm its obligations under its guarantee of the senior notes; and (ix) certain events of bankruptcy, insolvency or reorganization described in the indenture. In the case of an event of default as described in the foregoing clause (ix), all outstanding senior notes will become due and payable immediately without further action or notice. If any other event of default occurs and is continuing, the trustee or the holders of at least 25% in principal amount of the then outstanding senior notes may declare all the senior notes to be due and payable immediately.

There were no defaults or events of default during the period from issuance through June 30, 2013.

## 6. PARTNERS' CAPITAL AND MEMBERSHIP INTERESTS

### Partners' Capital

SMLP was formed in May 2012. Prior to the closing of its IPO on October 3, 2012, SMLP had no outstanding common or subordinated units or operations. A rollforward of the number of common limited partner, subordinated limited partner and general partner units from December 31, 2012 to June 30, 2013 follows.

|   | Common            | Subordinated      | General partner  | Total             |
|---|-------------------|-------------------|------------------|-------------------|
| <b>Units, beginning of period</b>   | 24,412,427        | 24,409,850        | 996,320          | 49,818,597        |
| Units issued to SMP Holdings in connection with the Bison Drop Down         | 1,553,849         | —                 | 31,711           | 1,585,560         |
| Units issued to SMP Holdings in connection with the Mountaineer Acquisition | 3,107,698         | —                 | 63,422           | 3,171,120         |
| <b>Units, end of period</b>   | <u>29,073,974</u> | <u>24,409,850</u> | <u>1,091,453</u> | <u>54,575,277</u> |

**Bison Drop Down.** On June 4, 2013, SMLP acquired Bison Midstream from SMP Holdings. SMP Holdings contributed 100% of the membership interests in Bison Midstream to SMLP, which concurrently contributed the membership interests to Summit Holdings. In exchange for its \$305.4 million net investment in Bison Midstream, SMLP paid SMP Holdings and the general partner total cash and unit consideration of \$248.9 million. As a result of the contribution of net assets in excess of consideration, SMLP recognized a capital contribution from SMP Holdings. The details of total cash and unit consideration as well as the calculation of the capital contribution and its allocation to partners' capital follow.

|  | (Dollars in thousands) |                |
|--|------------------------|----------------|
| SMP Holdings' net investment in Bison Midstream                      | \$                     | 305,449        |
| Aggregate cash paid to SMP Holdings                                  | \$                     | 200,000        |
| Issuance of 1,553,849 SMLP common units to SMP Holdings              |                        | 47,936         |
| Issuance of 31,711 SMLP general partner units to the general partner |                        | 978            |
| Total consideration  |                        | <u>248,914</u> |
| SMP Holdings' contribution of net assets in excess of consideration  | \$                     | <u>56,535</u>  |
| Allocation of capital contribution:                                  |                        |                |
| General partner interest   | \$                     | 1,131          |
| Common limited partner interest                                      |                        | 28,558         |
| Subordinated limited partner interest                                |                        | 26,846         |
| Partners' capital allocation   | \$                     | <u>56,535</u>  |

The number of units issued to SMP Holdings and the general partner in connection with the Bison Drop Down was calculated based on an assumed equity issuance of \$50.0 million and the five-day volume-weighted-average price as of June 3, 2013 of \$31.53 per unit. The units were then valued as of June 4, 2013 (the date of closing) using the June 4, 2013 closing price of SMLP's units of \$30.85.

The general partner interest allocation was calculated based on a 2% general partner interest in the contribution of assets in excess of consideration given by SMLP to SMP Holdings. Common and subordinated limited partner interests allocations were calculated as their respective percentages of total limited partner capital applied to the balance of the contribution by SMP Holdings after giving effect to the general partner allocation. See Notes 1, 5 and 12 for additional information.

**Mountaineer Acquisition.** On June 4, 2013, SMLP executed definitive agreements with MarkWest to acquire the Mountaineer Midstream system. On June 21, 2013, prior to closing the Mountaineer Acquisition and in accordance with the definitive agreements with MarkWest (the "MarkWest Agreement"), Mountaineer Midstream acquired all of the Mountaineer Gathering system assets. The total acquisition purchase price of \$210.0 million was funded with \$110.0 million of borrowings under SMLP's revolving credit facility and the issuance of \$100.0 million of SMLP common units and general partner interests. The allocation and valuation of units issued to SMP Holdings and the

general partner to partially fund the Mountaineer Acquisition follow.

|  | (Dollars in thousands) |
|--|------------------------|
| Issuance of 3,107,698 SMLP common units to SMP Holdings              | \$ 98,000              |
| Issuance of 63,422 SMLP general partner units to the general partner | 2,000                  |
| Issuance of units in connection with the Mountaineer Acquisition     | <u>\$ 100,000</u>      |

Pursuant to a unit purchase agreement, the number of units issued to SMP Holdings and the general partner in connection with the Mountaineer Acquisition was calculated based on an assumed equity issuance of \$100.0 million and the five-day volume-weighted-average price as of June 3, 2013 of \$31.53 per unit. See Notes 1, 5 and 12 for additional information.

**Subordination.** The principal difference between our common units and subordinated units is that in any quarter during the subordination period, holders of the subordinated units are not entitled to receive any distribution of available cash until the common units have received the minimum quarterly distribution plus any arrearages in the payment of the minimum quarterly distribution from prior quarters. Subordinated units will not accrue arrearages for unpaid quarterly distributions or quarterly distributions less than the minimum quarterly distribution. If we do not pay the minimum quarterly distribution on our common units, our common unitholders will not be entitled to receive such payments in the future except during the subordination period. To the extent we have available cash in any future quarter during the subordination period in excess of the amount necessary to pay the minimum quarterly distribution to holders of our common units, we will use this excess available cash to pay any distribution arrearages related to prior quarters before any cash distribution is made to holders of subordinated units. When the subordination period ends, all subordinated units will convert into common units on a one-for-one basis, and thereafter no common units will be entitled to arrearages.

The subordination period will end on the first business day after we have earned and paid at least (1) \$1.60 (the minimum quarterly distribution on an annualized basis) on each outstanding common unit and subordinated unit and the corresponding distribution on the general partner's 2.0% interest for each of three consecutive, non-overlapping four-quarter periods ending on or after December 31, 2015 or (2) \$2.40 (150.0% of the annualized minimum quarterly distribution) on each outstanding common unit and subordinated unit and the corresponding distributions on the general partner's 2.0% interest and the related distribution on the incentive distribution rights for the four-quarter period immediately preceding that date, in each case provided there are no arrearages on the common units at that time.

#### Cash Distribution Policy

Our partnership agreement requires that we distribute all of our available cash (as defined below) within 45 days after the end of each quarter to unitholders of record on the applicable record date. Our policy is to distribute to our unitholders an amount of cash each quarter that is equal to or greater than the minimum quarterly distribution stated in our partnership agreement. Details of cash distributions declared during 2013 follow.

| Attributable to the quarter ended               | Payment date      | Per-unit distribution | Cash paid to common unitholders | Cash paid to subordinated unitholders | Cash paid to general partner | Total distribution |
|---|-------------------|-----------------------|---------------------------------|---------------------------------------|------------------------------|--------------------|
| (Dollars in thousands, except per-unit amounts) |                   |                       |                                 |                                       |                              |                    |
| December 31, 2012                               | February 14, 2013 | \$ 0.4100             | \$ 10,009                       | \$ 10,008                             | \$ 408                       | \$ 20,425          |
| March 31, 2013                                  | May 15, 2013      | 0.4200                | 10,253                          | 10,252                                | 418                          | 20,923             |
| June 30, 2013                                   | August 14, 2013   | 0.4350                | 12,647                          | 10,618                                | 475                          | 23,740             |

**Minimum Quarterly Distribution.** Our partnership agreement generally requires that we make a minimum quarterly distribution to the holders of our common units and subordinated units of \$0.40 per unit, or \$1.60 on an annualized basis, to the extent we have sufficient cash from our operations after the establishment of cash reserves and the payment of costs and expenses, including reimbursements of expenses to our general partner. The amount of distributions paid under our policy and the decision to make any distribution is determined by our general partner, taking into consideration the terms of our partnership agreement.

**Definition of Available Cash.** Available cash generally means, for any quarter, all cash on hand at the end of that quarter:

- less the amount of cash reserves established by our general partner at the date of determination of available cash for that quarter to:

- provide for the proper conduct of our business (including reserves for our future capital expenditures and anticipated future debt service requirements);
- comply with applicable law, any of our debt instruments or other agreements; or
- provide funds for distributions to our unitholders and to our general partner for any one or more of the next four quarters (provided that our general partner may not establish cash reserves for distributions unless it determines that the establishment of reserves will not prevent us from distributing the minimum quarterly distribution on all common units and any cumulative arrearages on such common units for the current quarter);
- plus, if our general partner so determines, all or any portion of the cash on hand on the date of determination of available cash for the quarter resulting from working capital borrowings made subsequent to the end of such quarter.

**General Partner Interest and Incentive Distribution Rights.** Our general partner is entitled to 2.0% of all distributions that we make prior to our liquidation. Our general partner has the right, but not the obligation, to contribute a proportionate amount of capital to us to maintain its current general partner interest. Our general partner's initial 2.0% interest in our distributions will be reduced if we issue additional units in the future and our general partner does not contribute a proportionate amount of capital to us to maintain its 2.0% general partner interest.

Our general partner also currently holds incentive distribution rights that entitle it to receive increasing percentage allocations, up to a maximum of 50.0% (as set forth in the chart below), of the cash we distribute from operating surplus in excess of \$0.46 per unit per quarter. The maximum distribution of 50.0% includes distributions paid to our general partner on its 2.0% general partner interest and assumes that our general partner maintains its general partner interest at 2.0%. The maximum distribution of 50.0% does not include any distributions that our general partner may receive on any common or subordinated units that it owns.

**Percentage Allocations of Available Cash.** The following table illustrates the percentage allocations of available cash between the unitholders and our general partner based on the specified target distribution levels. The amounts set forth in the column Marginal Percentage Interest in Distributions are the percentage interests of our general partner and the unitholders in any available cash we distribute up to and including the corresponding amount in the column Total Quarterly Distribution Per Unit Target Amount. The percentage interests shown for our unitholders and our general partner for the minimum quarterly distribution are also applicable to quarterly distribution amounts that are less than the minimum quarterly distribution. The percentage interests set forth below for our general partner include its 2.0% general partner interest and assume that our general partner has contributed any additional capital necessary to maintain its 2.0% general partner interest, our general partner has not transferred its incentive distribution rights and that there are no arrearages on common units.

|                                | Total quarterly distribution per unit target amount | Marginal percentage interest in distributions |                 |
|--------------------------------|---|---|-----------------|
|                                |   | Unitholders                                   | General partner |
| Minimum quarterly distribution | \$0.40  | 98.0%   | 2.0%            |
| First target distribution      | \$0.40 up to \$0.46                                 | 98.0%   | 2.0%            |
| Second target distribution     | above \$0.46 up to \$0.50                           | 85.0%   | 15.0%           |
| Third target distribution      | above \$0.50 up to \$0.60                           | 75.0%   | 25.0%           |
| Thereafter                     | above \$0.60  | 50.0%   | 50.0%           |

### Membership Interests

Energy Capital Partners and GE Energy Financial Services hold membership interests in Summit Investments. Such membership interests give them the right to participate in distributions and to exercise the other rights or privileges available to each entity under Summit Investments' Amended and Restated Limited Liability Operating Agreement (the "Summit LLC Agreement"). In addition, certain members of Summit Investments' management hold ownership interests in the form of Class B membership interests (the "SMP Net Profits Interests") through their ownership in Summit Midstream Management, LLC.

In accordance with the Summit LLC Agreement, capital accounts are maintained for Summit Investments' members. The capital account provisions of the Summit LLC Agreement incorporate principles established for U.S. federal income tax purposes and as such are not comparable to the equity accounts reflected under GAAP in our consolidated financial statements.

The Summit LLC Agreement sets forth the calculation to be used in determining the amount and priority of cash distributions that its membership interest holders will receive. Capital contributions required under the Summit LLC Agreement are in proportion to the members' respective percentage ownership interests. The Summit LLC Agreement also contains provisions for the allocation of net earnings and losses to members. For purposes of maintaining partner capital accounts, the Summit LLC Agreement specifies that items of income and loss shall be allocated among the partners in accordance with their respective percentage interests.

In April 2013, we repurchased the outstanding net profits interests in DFW Midstream. See Note 8 for additional information.

## 7. EARNINGS PER UNIT

The following table presents details on EPU.

|   | Three months ended June<br>30, 2013                | Six months ended June 30,<br>2013 |
|---|--|-----------------------------------|
|   | (Dollars in thousands, except<br>per-unit amounts) |                                   |
| Net income  | \$ 7,533   | \$ 20,600                         |
| Less: net (loss) income attributable to SMP Holdings                | (535)  | 52                                |
| Net income attributable to partners                                 | 8,068  | 20,548                            |
| Less: net income attributable to general partner                    | 161  | 411                               |
| Net income attributable to limited partners                         | <u>\$ 7,907</u>                                    | <u>\$ 20,137</u>                  |
| <br>  |  |                                   |
| Net income attributable to common units                             | <u>\$ 4,012</u>                                    | <u>\$ 10,127</u>                  |
| <br>  |  |                                   |
| Weighted-average common units outstanding – basic                   | 25,172,087   | 24,790,158                        |
| Earnings per common unit – basic                                    | <u>\$ 0.16</u>                                     | <u>\$ 0.41</u>                    |
| <br>  |  |                                   |
| Weighted-average common units outstanding – diluted                 | 25,281,104   | 24,871,033                        |
| Earnings per common unit – diluted                                  | <u>\$ 0.16</u>                                     | <u>\$ 0.41</u>                    |
| <br>  |  |                                   |
| Net income attributable to subordinated units                       | <u>\$ 3,895</u>                                    | <u>\$ 10,010</u>                  |
| <br>  |  |                                   |
| Weighted-average subordinated units outstanding – basic and diluted | 24,409,850   | 24,409,850                        |
| Earnings per subordinated unit – basic and diluted                  | <u>\$ 0.16</u>                                     | <u>\$ 0.41</u>                    |

The effect of nonvested phantom units and nonvested restricted units on the weighted-average number of units used to calculate diluted earnings per common limited partner unit was 109,018 units for the three months ended June 30, 2013 and 80,875 units for the six months ended June 30, 2013. There were no units excluded from diluted earnings per unit as we do not have any anti-dilutive units for the three and six months ended June 30, 2013. See Note 8 for additional information.

## 8. UNIT-BASED COMPENSATION

**Long-Term Incentive Plan.** The Long-Term Incentive Plan (the "LTIP") provides for equity awards to eligible officers, employees, consultants and directors of our general partner and its affiliates, thereby linking the recipients' compensation directly to SMLP's performance. The LTIP is administered by our general partner's board of directors, though such administration function may be delegated to a committee appointed by the board. A total of 5.0 million common units was reserved for issuance pursuant to and in accordance with the LTIP. As of June 30, 2013, approximately 4.7 million common units remained available for future issuance.

The 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 or compensation committee of our

general partner. The administrator of the LTIP may make grants under the LTIP that contain such terms, consistent with the LTIP, as the administrator may determine are appropriate, including vesting conditions. The administrator of the LTIP may, in its discretion, base vesting on the grantee's completion of a period of service or upon the achievement of specified financial objectives or other criteria or upon a change of control (as defined in the LTIP) or as otherwise described in an award agreement. Termination of employment prior to vesting will result in forfeiture of the awards, except in limited circumstances as described in the plan documents. Units that are canceled or forfeited will be available for delivery pursuant to other awards.

The following table presents phantom and restricted unit activity:

|  | Units          | Weighted-average grant date fair value |
|--|----------------|--|
| <b>Nonvested phantom and restricted units, January 1, 2013</b> | 131,558        | \$ 20.00                               |
| Phantom units granted  | 152,687        | \$ 26.20                               |
| Restricted units granted                                       | 835            | \$ 27.50                               |
| Phantom units forfeited  | (3,079)        | \$ 25.99                               |
| <b>Nonvested phantom and restricted units, June 30, 2013</b>   | <b>282,001</b> | <b>\$ 23.31</b>                        |

A phantom unit is a notional unit that entitles the grantee to receive a common unit upon the vesting of the phantom unit or on a deferred basis upon specified future dates or events or, in the discretion of the administrator, cash equal to the fair market value of a common unit. Distribution equivalent rights for each phantom unit provide for a lump sum cash amount equal to the accrued distributions from the grant date to be paid in cash upon the vesting date. The phantom units granted in 2013 vest ratably over a three-year period. Upon vesting, awards may be settled in cash and/or common units, at the discretion of the board of directors.

Upon vesting, management intends to settle all phantom unit awards with common units. As of June 30, 2013, the unrecognized non-cash compensation expense related to the LTIP was \$5.2 million. Incremental non-cash compensation expense will be recorded over the remaining vesting period of 2.93 years. Due to the limited and immaterial forfeiture history associated with the grants under the LTIP, no forfeitures were assumed in the determination of estimated compensation expense.

Non-cash compensation expense recognized in general and administrative expense related to awards under the LTIP was as follows:

|                                    | Three months ended June 30, 2013 | Six months ended June 30, 2013 |
|------------------------------------|----------------------------------|--------------------------------|
|                                    | (In thousands)                   |                                |
| SMLP non-cash compensation expense | \$ 814                           | \$ 1,141                       |

**DFW Net Profits Interests.** Class B membership interests in DFW Midstream (the "DFW Net Profits Interests") participated in distributions upon time vesting and the achievement of certain distribution targets to Class A members or higher priority vested DFW Net Profits Interests. The DFW Net Profits Interests were accounted for as compensatory awards. All grants vested ratably and provided for accelerated vesting in certain limited circumstances, including a qualifying termination following a change in control (as defined in the underlying award agreement and the DFW Midstream Amended and Restated Limited Liability Company Agreement and Contribution Agreement).

We recognized non-cash compensation expense ratably over the respective award's vesting period. Non-cash compensation expense recognized in general and administrative expense related to the DFW Net Profits Interests was as follows:

|                               | Three months ended June 30, |        | Six months ended June 30, |        |
|-------------------------------|-----------------------------|--------|---------------------------|--------|
|                               | 2013                        | 2012   | 2013                      | 2012   |
|                               | (In thousands)              |        |                           |        |
| Non-cash compensation expense | \$ 4                        | \$ 647 | \$ 17                     | \$ 800 |

Beginning in October 2012 and continuing into April 2013, we entered into a series of repurchases with the remaining seven holders of the then-outstanding DFW Net Profits Interests whereby we exchanged \$12.2 million for their vested DFW Net Profits Interests and 7,393 SMLP restricted units for their unvested DFW Net Profits Interests. The repurchase prices were determined by valuing the vested and unvested net profits interests in relation to the

enterprise value of DFW Midstream and represented fair value at the dates of repurchase. Upon the conclusion of these repurchase transactions, there were no remaining or outstanding DFW Net Profits Interests as of April 30, 2013.

## 9. CONCENTRATIONS OF RISK

Financial instruments that potentially subject us to concentrations of credit risk consist of cash and accounts receivable. We maintain our cash in bank deposit accounts that, at times, may exceed federally insured limits. We have not experienced any losses in such accounts and do not believe we are exposed to any significant risk.

Accounts receivable are primarily from natural gas producers shipping natural gas. This industry concentration has the potential to impact our overall exposure to credit risk, either positively or negatively, in that our customers may be similarly affected by changes in economic, industry or other conditions. We monitor the creditworthiness of our counterparties and generally require letters of credit for receivables from counterparties that are judged to have sub-standard credit, unless the credit risk can otherwise be mitigated.

Counterparties accounting for more than 10% of total revenues were as follows:

|                 | Three months ended June 30, |      | Six months ended June 30, |      |
|-----------------|-----------------------------|------|---------------------------|------|
|                 | 2013                        | 2012 | 2013                      | 2012 |
| <b>Revenue:</b> |                             |      |                           |      |
| Counterparty A  | 19%                         | 17%  | 21%                       | 16%  |
| Counterparty B  | 16%                         | 26%  | 18%                       | 29%  |
| Counterparty C  | 11%                         | —%   | *                         | —%   |
| Counterparty D  | *                           | 14%  | *                         | 16%  |

\* Less than 10%

Counterparties accounting for more than 10% of total accounts receivable were as follows:

|                             | June 30, | December 31, |
|-----------------------------|----------|--------------|
|                             | 2013     | 2012         |
| <b>Accounts receivable:</b> |          |              |
| Counterparty A              | 24%      | 24%          |
| Counterparty B              | 21%      | 38%          |
| Counterparty C              | *        | —%           |
| Counterparty D              | *        | *            |

\* Less than 10%

## 10. RELATED-PARTY TRANSACTIONS

**Recent Acquisitions and Partners' Capital Issuances.** See Notes 5, 6 and 12 for disclosure of the purchase of Bison Midstream from SMP Holdings and the issuance of common units and general partner interests to SMP Holdings in connection with the Bison Drop Down and the Mountaineer Acquisition.

**General and Administrative Expense Allocation.** Our general partner and its affiliates do not receive a management fee or other compensation in connection with the management of our business, but will be reimbursed for expenses incurred on our behalf. Under our partnership agreement, we reimburse our general partner and its affiliates for certain expenses incurred on our behalf, including, without limitation, salary, bonus, incentive compensation and other amounts paid to our general partner's employees and executive officers who perform services necessary to run our business. In addition, we reimburse our general partner for compensation, travel and entertainment expenses for the directors serving on the board of directors of our general partner and the cost of director and officer liability insurance. Our partnership agreement provides that our general partner will determine in good faith the expenses that are allocable to us.

The payable to our general partner for expenses that were paid on our behalf and the receivable from the general partner for expenses that we paid that were not allocated to the Partnership were as follows:

|                    | June 30,<br>2013 | December 31,<br>2012 |
|--------------------|------------------|----------------------|
|                    | (In thousands)   |                      |
| Due to affiliate   | \$ —             | \$ 774               |
| Due from affiliate | 2,146            | —                    |

Expenses incurred and allocated to us by the general partner under our partnership agreement were as follows:

|   | Three months<br>ended June 30,<br>2013 | Six months ended<br>June 30, 2013 |
|---|--|-----------------------------------|
|   | (In thousands)                         |                                   |
| General and administrative expense allocation | \$ 595                                 | \$ 1,806                          |

**Electricity Management Services Agreement.** We entered into a consulting arrangement with Equipower Resources Corp. to assist with managing DFW Midstream's electricity price risk. Equipower Resources Corp. is an affiliate of Energy Capital Partners. Amounts paid for such services were as follows:

|   | Three months ended June 30, |       | Six months ended June 30, |       |
|---|-----------------------------|-------|---------------------------|-------|
|   | 2013                        | 2012  | 2013                      | 2012  |
|   | (In thousands)              |       |                           |       |
| Payments for electricity management consulting services | \$ 54                       | \$ 44 | \$ 109                    | \$ 88 |

## 11. COMMITMENTS AND CONTINGENCIES

**Operating Leases.** We lease various office space to support our operations and have determined that our leases are operating leases. Total rent expense related to operating leases, which is recognized in general and administrative expenses, was as follows:

|                    | Three months ended June 30, |        | Six months ended June 30, |        |
|--------------------|-----------------------------|--------|---------------------------|--------|
|                    | 2013                        | 2012   | 2013                      | 2012   |
|                    | (In thousands)              |        |                           |        |
| Total rent expense | \$ 280                      | \$ 178 | \$ 507                    | \$ 315 |

**Legal Proceedings.** Although we may, from time to time, be involved in litigation and claims arising out of our operations in the normal course of business, we are not currently a party to any significant legal or governmental proceedings. In addition, we are not aware of any significant legal or governmental proceedings contemplated to be brought against us, under the various environmental protection statutes to which we are subject.

In August 2012, four former DFW Midstream employees (the "Plaintiffs") who, by virtue of their Class B membership in DFW Midstream Management LLC ("DFW Management"), collectively owned an aggregate 4.1% vested net profits interests in DFW Midstream, filed a claim in the Court of Chancery of the State of Delaware against Summit Investments, Summit Holdings, DFW Midstream and DFW Management (collectively, the "Defendants") seeking dissolution and wind-up of DFW Midstream and DFW Management or, in the alternative, a repurchase of the Plaintiffs' net profits interests. The Plaintiffs also sought other unspecified monetary damages, including attorneys' fees and costs. The complaint alleged that the Defendants breached (i) the DFW Midstream limited liability company agreement; (ii) compensatory arrangements with each Plaintiff; (iii) the implied covenant of good faith and fair dealing; and (iv) in the case of Summit Investments and Summit Holdings, their alleged fiduciary duties to the Plaintiffs. The complaint further alleged that the Defendants acted fraudulently with respect to the Plaintiffs. In September 2012, the Defendants filed a motion to dismiss all of Plaintiffs' claims in this matter. The court heard oral arguments on the motion to dismiss in December 2012, and Defendants' motion to dismiss was granted in March 2013. The Plaintiffs filed a notice of appeal to the Supreme Court of Delaware on April 24, 2013. On April 30, 2013, the Plaintiffs voluntarily dismissed their appeal.

## 12. ACQUISITIONS

**Bison Gas Gathering System.** On February 15, 2013, Summit Investments acquired BTE and subsequently contributed it to SMP Holdings. On June 4, 2013, SMP Holdings entered into a purchase and sale agreement with SMLP whereby SMLP acquired the Bison Gas Gathering system. The Bison Gas Gathering system was carved out from BTE and primarily gathers natural gas production from Mountrail and Burke counties in North Dakota under long-term contracts ranging from five years to 15 years. For additional information, see Notes 1, 5 and 6.

Summit Investments accounted for its purchase of BTE (the "BTE Transaction") under the acquisition method of accounting, whereby the various gathering systems' identifiable tangible and intangible assets acquired and liabilities assumed were recorded based on their fair values as of February 15, 2013. The intangible assets that were acquired are composed of gas gathering agreement contract values and right-of-way easements. Their fair values were determined based upon assumptions related to future cash flows, discount rates, asset lives, and projected capital expenditures to complete the various systems.

Because the Bison Drop Down was executed between entities under common control, SMLP recognized the acquisition of the Bison Gas Gathering system at historical cost which reflected Summit Investments recent fair value accounting for the BTE Transaction. Furthermore, due to the common control aspect, the Bison Drop Down was accounted for by SMLP on an "as if pooled" basis for all periods in which common control existed. Common control began on February 15, 2013 concurrent with Summit Investments' acquisition of BTE.

The fair values of the assets acquired and liabilities assumed as of February 15, 2013, were as follows:

|   | (In thousands) |         |
|---|----------------|---------|
| Purchase price assigned to Bison Gas Gathering system | \$             | 303,168 |
| Current assets  | \$             | 5,707   |
| Property, plant, and equipment                        |                | 85,477  |
| Intangible assets                                     |                | 164,502 |
| Other noncurrent assets                               |                | 2,187   |
| Total assets acquired                                 |                | 257,873 |
| Current liabilities                                   |                | 6,112   |
| Other noncurrent liabilities                          |                | 2,790   |
| Total liabilities assumed                             | \$             | 8,902   |
| Net identifiable assets acquired                      |                | 248,971 |
| Goodwill  | \$             | 54,197  |

We believe that the goodwill recorded represents the incremental value of future cash flow potential attributed to estimated future gathering services within the Williston Basin.

The Bison Drop Down closed on June 4, 2013. The total acquisition purchase price of \$248.9 million was funded with \$200.0 million of borrowings under SMLP's revolving credit facility and the issuance of \$47.9 million of SMLP common units to SMP Holdings and \$1.0 million of general partner interests to SMLP's general partner. SMP Holdings had a net investment in the Bison Gas Gathering system of \$303.2 million and received total consideration of \$248.9 million from SMLP. As a result, SMLP recognized a capital contribution from SMP Holdings for the contribution of net assets in excess of consideration paid. See Notes 5 and 6 for additional information.

As noted above, SMLP's acquisition of the Bison Gas Gathering system was a transaction between commonly controlled entities which required that SMLP account for the acquisition in a manner similar to a pooling of interests. As a result, the historical financial statements of the Partnership and the Bison Gas Gathering system have been combined to reflect the historical operations, financial position and cash flows from the date common control began in February 2013. Revenues and net income for the previously separate entities and the combined amounts for the three and six months ended June 30, 2013, as presented in these unaudited condensed consolidated financial statements follow.

|  | Three months ended<br>June 30, 2013 | Six months ended<br>June 30, 2013 |
|--|-------------------------------------|-----------------------------------|
|  | (In thousands)                      |                                   |
| SMLP revenues                                | \$ 43,743                           | \$ 87,338                         |
| Bison Gas Gathering system revenues          | 15,542                              | 23,073                            |
| Combined revenues                            | <u>\$ 59,285</u>                    | <u>\$ 110,411</u>                 |
| <br>   |                                     |                                   |
| SMLP net income                              | \$ 7,790                            | \$ 20,270                         |
| Bison Gas Gathering system net (loss) income | (257)                               | 330                               |
| Combined net income                          | <u>\$ 7,533</u>                     | <u>\$ 20,600</u>                  |

See Notes 1, 5 and 6 for additional information.

**Mountaineer Midstream.** We completed the acquisition of Mountaineer Midstream from MarkWest for \$210.0 million on June 21, 2013. The Mountaineer Midstream natural gas gathering and compression assets are located in the Appalachian Basin which includes the Marcellus Shale formation primarily in Doddridge County in northern West Virginia. The Mountaineer Midstream system consists of newly constructed, high-pressure gas gathering pipelines, certain rights-of-way associated with the pipeline, and two compressor stations. The assets gather natural gas under a long-term, fee-based contract with an affiliate of Antero Resources Corp.

The Mountaineer Acquisition was funded with \$110.0 million of borrowings under the Partnership's revolving credit agreement and the issuance of \$100.0 million of common and general partner interests to SMP Holdings. For the three and six months ended June 30, 2013, SMLP recorded \$0.4 million of revenue and \$0.3 million of net income related to Mountaineer Midstream.

SMLP is accounting for the Mountaineer Acquisition under the acquisition method of accounting. We are in the process of determining the assets acquired and the liabilities assumed and have preliminarily assigned the full purchase price to property, plant and equipment. We have not completed the final purchase price allocation as of June 30, 2013, because we are waiting to receive additional information from MarkWest related to closing balance sheet and working capital adjustments and the finalization of the fair value estimates of the acquired assets and liabilities.

See Notes 1, 5 and 6 for additional information.

**Unaudited Pro Forma Financial Information.** The following unaudited pro forma financial information assumes that both the Bison Drop Down and the Mountaineer Acquisition occurred on January 1, 2012. The pro forma results for Bison Midstream were derived from revenues and net income in 2013 and 2012. The pro forma results for Mountaineer Midstream were derived from revenues and net income in 2013. Mountaineer Midstream was not operational until November 2012. The pro forma adjustments also reflect the impact of \$310.0 million of incremental borrowings on our revolving credit facility and incremental depreciation and amortization expense associated with the acquired property, plant and equipment and contract intangibles as a result of the application of fair value accounting. Pro forma net income for the three and six months ended June 30, 2013 has been adjusted to remove the impact of \$2.4 million of nonrecurring transaction costs incurred during the three months ended June 30, 2013.

|   | Three months ended June 30, |           | Six months ended June 30, |           |
|---|-----------------------------|-----------|---------------------------|-----------|
|   | 2013                        | 2012      | 2013                      | 2012      |
| (In thousands, except per-unit amounts)   |                             |           |                           |           |
| Total Bison Midstream and Mountaineer Midstream revenues included in consolidated revenues            | \$ 15,951                   | \$ —      | \$ 23,482                 | \$ —      |
| Total Bison Midstream and Mountaineer Midstream net income (loss) included in consolidated net income | 54                          | —         | 641                       | —         |
| Pro forma total revenues  | \$ 62,304                   | \$ 48,045 | \$ 122,562                | \$ 90,641 |
| Pro forma net income  | 9,248                       | 7,033     | 17,502                    | 10,535    |
| Pro forma common EPU - basic and diluted  | \$ 0.17                     |           | \$ 0.32                   |           |
| Pro forma subordinated EPU - basic and diluted  | 0.17                        |           | 0.32                      |           |

The unaudited pro forma financial information presented above is not necessarily indicative of what our financial position or results of operations would have been if the Bison Drop Down and the Mountaineer Acquisition had occurred on January 1, 2012, or what SMLP's financial position or results of operations will be for any future periods.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

This Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is intended to inform the reader about matters affecting the financial condition and results of operations of SMLP and its subsidiaries for the period since December 31, 2012. As a result, the following discussion should be read in conjunction with the unaudited condensed consolidated financial statements and notes thereto included in this report and the MD&A and the audited consolidated financial statements and related notes that are included in our 2012 Annual Report on Form 10-K (the "2012 Annual Report"). Among other things, those financial statements and the related notes include more detailed information regarding the basis of presentation for the following information. This discussion contains forward-looking statements that constitute our plans, estimates and beliefs. These forward-looking statements involve numerous risks and uncertainties, including, but not limited to, those discussed in "Risk Factors" in the 2012 Annual Report as updated by those included in Item 1A. Risk Factors included herein. Actual results may differ materially from those contained in any forward-looking statements.

### Overview

We are a growth-oriented limited partnership focused on owning and operating midstream energy infrastructure assets that are strategically located in the core producing areas of unconventional resource basins, primarily shale formations, in North America. We currently provide primarily fee-based natural gas gathering and compression services in four unconventional resource basins: (i) the Piceance Basin, which includes the Mesaverde formation and the Mancos and Niobrara shale formations in western Colorado; (ii) the Fort Worth Basin, which includes the Barnett Shale formation in north-central Texas; (iii) the Williston Basin, which includes the Bakken and Three Forks shale formations in northwestern North Dakota; and (iv) the Appalachian Basin, which includes the Marcellus Shale formation in northern West Virginia.

We generate a substantial majority of our revenue under long-term, primarily fee-based natural gas gathering agreements. Substantially all of our gas gathering agreements are underpinned by areas of mutual interest and MVCs. Our areas of mutual interest cover approximately 1,006,500 acres in the aggregate, have original terms that range from five years to 25 years, and provide that any natural gas producing wells drilled by our customers within the areas of mutual interest will be shipped on our gathering systems. The MVCs, which totaled 3.3 Tcf at June 30, 2013 and average approximately 886 MMcf/d through 2020, are designed to ensure that we will generate a certain amount of revenue from each customer over the life of the respective gas gathering agreement, whether by collecting gathering fees on actual throughput or from cash payments to cover any minimum volume commitment shortfall. Our minimum volume commitments have remaining terms that range from four to 13 years and, as of June 30, 2013, had a weighted-average remaining life of 10.4 years, assuming minimum throughput volumes for the remainder of the term. The fee-based nature of these agreements enhances the stability of our cash flows by limiting our direct commodity price exposure. For additional information, see the Our Operations section included in the 2012 Annual Report.

## Trends and Outlook

Our business has been, and we expect our future business to continue to be, affected by the following key trends:

- Natural gas supply and demand dynamics;
- Growth in production from U.S. shale plays;
- Interest rate environment; and
- Rising operating costs and inflation.

In addition, in connection with the Bison Drop Down, we are now affected by crude oil supply and demand dynamics. Crude oil has been the focus of recent upstream activity in the United States and continues to play a significant role in the energy market. United States domestic crude oil production has increased by 30% from 5.0 MMBbl/d in 2008 to 6.5 MMBbl/d in 2012 according to the U.S. Energy Information Administration (the "EIA"). Over the long term, the domestic production of crude oil will continue to increase according to the EIA. The growth will continue to come from increases in shale and tight crude oil production, which will be spurred by additional technological advances and elevated oil prices. According to the EIA, about 25.3 billion barrels of tight oil will be produced in the U.S. cumulatively from 2012 through 2040 and the Bakken Shale is expected to contribute 32% of this production. For additional information, see the Trends and Outlook section included in the 2012 Annual Report.

## How We Evaluate Our Operations

We conduct our operations in the midstream sector with four operating segments. However, due to their similar characteristics and how we manage our business, we have aggregated these segments into a single reporting segment for disclosure purposes. Our management uses a variety of financial and operational metrics to analyze our performance. We view these metrics as important factors in evaluating our profitability and review these measurements on a regular basis for consistency and trend analysis. These metrics include:

- throughput volume;
- operation and maintenance expenses;
- EBITDA and adjusted EBITDA; and
- distributable cash flow.

## Throughput Volume

The volume of natural gas that we gather depends on the level of production from natural gas wells connected to the Grand River, DFW Midstream, Bison Midstream and Mountaineer Midstream systems. Aggregate production volumes are impacted by the overall amount of drilling and completion activity, as production must be maintained or increased by new drilling or other activity, because the production rate of oil and natural gas wells decline over time.

As a result, we must continually obtain new supplies of natural gas to maintain or increase the throughput volume on our systems. Our ability to maintain or increase throughput volumes from existing customers and obtain new supplies of natural gas is impacted by:

- successful drilling activity within our areas of mutual interest;

- the level of work-overs and recompletions of wells on existing pad sites to which our gathering systems are connected;
- the number of new pad sites in our areas of mutual interest awaiting connections;
- our ability to compete for volumes from successful new wells in the areas in which we operate outside of our existing areas of mutual interest; and
- our ability to gather natural gas that has been released from commitments with our competitors.

### **Operation and Maintenance Expenses**

We seek to maximize the profitability of our operations in part by minimizing, to the extent appropriate, expenses directly tied to operating our assets. Direct labor costs, compression costs, insurance costs, ad valorem and property taxes, repair and non-capitalized maintenance costs, integrity management costs, utilities and contract services comprise the most significant portion of our operation and maintenance expense. Other than utilities expense, these expenses are relatively stable and largely independent of volumes delivered through our gathering systems but may fluctuate depending on the activities performed during a specific period.

The majority of the compressors on our DFW Midstream system are electric driven and power costs are directly correlated to the run-time of these compressors, which depends directly on the volume of natural gas gathered. As part of our contracts with our DFW Midstream system customers, we physically retain a percentage of throughput volumes that we subsequently sell to offset the power costs we incur. In addition, we pass along the fees associated with costs we incur on behalf of certain DFW Midstream system customers to deliver pipeline quality natural gas to third-party pipelines. With respect to the Grand River system, we either (i) consume physical gas on the system to operate our gas-fired compressors or (ii) charge our customers for the power costs we incur to operate our electric-drive compressors.

### **EBITDA, Adjusted EBITDA and Distributable Cash Flow**

We define EBITDA as net income, plus interest expense, income tax expense, and depreciation and amortization expense, less interest income and income tax benefit. We define adjusted EBITDA as EBITDA plus non-cash compensation expense and adjustments related to MVC shortfall payments. We define distributable cash flow as adjusted EBITDA plus cash interest income, less cash paid for interest expense and income taxes and maintenance capital expenditures.

EBITDA, adjusted EBITDA and distributable cash flow are used as supplemental financial measures by our management and by external users of our financial statements such as investors, commercial banks, research analysts and others.

EBITDA and adjusted EBITDA are used to assess:

- the financial performance of our assets without regard to financing methods, capital structure or historical cost basis;
- the ability of our assets to generate cash sufficient to support our indebtedness and make cash distributions to our unitholders and general partner;
- our operating performance and return on capital as compared to those of other companies in the midstream energy sector, without regard to financing or capital structure; and
- the attractiveness of capital projects and acquisitions and the overall rates of return on alternative investment opportunities.

In addition, adjusted EBITDA is used to assess:

- the financial performance of our assets without regard to the impact of the timing of minimum volume commitments shortfall payments under our gas gathering agreements or the impact of non-cash compensation expense.

Distributable cash flow is used to assess:

- the ability of our assets to generate cash sufficient to support our indebtedness and make future cash distributions to our unitholders; and
- the attractiveness of capital projects and acquisitions and the overall rates of return on alternative investment opportunities.

## Results of Operations

The following table presents certain consolidated and other financial and operating data for the periods indicated.

|   | Three months ended June 30, |                 | Six months ended June 30, |                  |
|---|-----------------------------|-----------------|---------------------------|------------------|
|   | 2013                        | 2012            | 2013                      | 2012             |
| (In thousands)  |                             |                 |                           |                  |
| <b>Revenues:</b>  |                             |                 |                           |                  |
| Gathering services and other fees                       | \$ 41,251                   | \$ 36,729       | \$ 81,130                 | \$ 68,647        |
| Natural gas, NGLs and condensate sales and other        | 18,284                      | 3,327           | 29,811                    | 7,058            |
| Amortization of favorable and unfavorable contracts (1) | (250)                       | 51              | (530)                     | 185              |
| <b>Total revenues</b>                                   | <b>59,285</b>               | <b>40,107</b>   | <b>110,411</b>            | <b>75,890</b>    |
| <b>Costs and expenses:</b>                              |                             |                 |                           |                  |
| Operation and maintenance                               | 15,077                      | 11,728          | 29,549                    | 22,717           |
| Cost of natural gas and NGLs                            | 9,377                       | —               | 13,864                    | —                |
| General and administrative                              | 6,767                       | 6,384           | 11,949                    | 10,796           |
| Transaction costs                                       | 2,418                       | 41              | 2,426                     | 234              |
| Depreciation and amortization                           | 14,870                      | 8,689           | 26,720                    | 16,979           |
| <b>Total costs and expenses</b>                         | <b>48,509</b>               | <b>26,842</b>   | <b>84,508</b>             | <b>50,726</b>    |
| Other income  | 1                           | 2               | 2                         | 6                |
| Interest expense  | (3,023)                     | (2,051)         | (4,903)                   | (2,746)          |
| Affiliated interest expense                             | —                           | (1,932)         | —                         | (5,414)          |
| <b>Income before income taxes</b>                       | <b>7,754</b>                | <b>9,284</b>    | <b>21,002</b>             | <b>17,010</b>    |
| Income tax expense                                      | (221)                       | (155)           | (402)                     | (294)            |
| <b>Net income</b>                                       | <b>\$ 7,533</b>             | <b>\$ 9,129</b> | <b>\$ 20,600</b>          | <b>\$ 16,716</b> |

### Other Financial Data (2):

|   |           |           |           |           |
|---|-----------|-----------|-----------|-----------|
| EBITDA (3)  | \$ 25,896 | \$ 21,903 | \$ 53,153 | \$ 41,958 |
| Adjusted EBITDA (3)                                       | 33,463    | 26,663    | 67,355    | 51,544    |
| Capital expenditures (4)                                  | 16,460    | 3,786     | 41,599    | 24,363    |
| Acquisitions of Bison Midstream and Mountaineer Midstream | 410,000   | —         | 410,000   | —         |
| Distributable cash flow (4)                               | 25,969    | 23,369    | 55,492    | 45,253    |

### Operating Data:

|                                       |     |     |     |     |
|---------------------------------------|-----|-----|-----|-----|
| Miles of pipeline (end of period)     | 757 | 388 | 757 | 388 |
| Aggregate average throughput (MMcf/d) | 918 | 914 | 935 | 913 |

(1) The amortization of favorable and unfavorable contracts relates to gas gathering agreements that were deemed to be above or below market at the acquisition of the DFW Midstream system. We amortize these contracts on a units-of-production basis over the life of the applicable contract. The life of the contract is the period over which the contract is expected to contribute directly or indirectly to our future cash flows.

(2) See "Non-GAAP Financial Measures" below for additional information on EBITDA, adjusted EBITDA and distributable cash flow as well as their reconciliations to the most directly comparable GAAP financial measure.

(3) EBITDA and adjusted EBITDA include transaction costs. These unusual and non-recurring expenses are settled in cash.

(4) In the fourth quarter of 2012, we began tracking maintenance capital expenditures for the purposes of calculating distributable cash flow. Prior to the fourth quarter of 2012, we did not distinguish between maintenance and expansion capital expenditures. For the three and six months ended June 30, 2012, the calculation of distributable cash flow includes an estimate for the portion of total capital expenditures that were maintenance capital expenditures.

## Items Affecting the Comparability of Our Financial Results

SMLP's future results of operations may not be comparable to the historical results of operations for the reasons described below:

- Based on the terms of our partnership agreement, we expect that we will distribute to our unitholders most of the cash generated by our operations. As a result, we expect to fund future capital expenditures from cash and cash equivalents on hand, cash flow generated from our operations, borrowings under our revolving credit facility and future issuances of equity and debt securities. Prior to the IPO, we largely relied on internally generated cash flows and capital contributions from the Sponsors to satisfy our capital expenditure requirements;
- The historical results of operations may not be comparable to our future results of operations due in part to:
  - Our June 2013 acquisitions. The unaudited condensed consolidated financial statements reflect the results of operations of: (i) Bison Midstream since February 16, 2013, the date that common control began and (ii) Mountaineer Midstream since June 22, 2013, the date of acquisition. For additional information, see Notes 1, 5, 6 and 12 to the unaudited condensed consolidated financial statements; and
  - Our IPO, which was completed on October 3, 2012. We anticipate incurring approximately \$2.5 million (annualized) of general and administrative expenses attributable to operating as a publicly traded partnership. These incremental general and administrative expenses are not reflected in our results of operations prior to the IPO.

### Three Months Ended June 30, 2013 Compared with the Three Months Ended June 30, 2012

The following table presents certain consolidated and other financial and operating data.

|   | Three months ended June 30, |           | Change     |         |
|---|-----------------------------|-----------|------------|---------|
|   | 2013                        | 2012      | \$         | %       |
| (Dollars in thousands)                                  |                             |           |            |         |
| <b>Statement of Operations Data:</b>                    |                             |           |            |         |
| Revenue:  |                             |           |            |         |
| Gathering services and other fees                       | \$ 41,251                   | \$ 36,729 | \$ 4,522   | 12 %    |
| Natural gas, NGLs and condensate sales and other        | 18,284                      | 3,327     | 14,957     | 450 %   |
| Amortization of favorable and unfavorable contracts (1) | (250)                       | 51        | (301)      | (590)%  |
| Total revenue   | 59,285                      | 40,107    | 19,178     | 48 %    |
| Costs and expenses:                                     |                             |           |            |         |
| Operation and maintenance                               | 15,077                      | 11,728    | 3,349      | 29 %    |
| Cost of natural gas and NGLs                            | 9,377                       | —         | 9,377      | —       |
| General and administrative                              | 6,767                       | 6,384     | 383        | 6 %     |
| Transaction costs                                       | 2,418                       | 41        | 2,377      | 5,798 % |
| Depreciation and amortization                           | 14,870                      | 8,689     | 6,181      | 71 %    |
| Total costs and expenses                                | 48,509                      | 26,842    | 21,667     | 81 %    |
| Other income  | 1                           | 2         | (1)        | (50)%   |
| Interest expense  | (3,023)                     | (2,051)   | (972)      | 47 %    |
| Affiliated interest expense                             | —                           | (1,932)   | 1,932      | (100)%  |
| Income before income taxes                              | 7,754                       | 9,284     | (1,530)    | (16)%   |
| Income tax expense                                      | (221)                       | (155)     | (66)       | 43 %    |
| Net income  | \$ 7,533                    | \$ 9,129  | \$ (1,596) | (17)%   |

#### Other Financial Data (2):

|                                  |           |           |          |       |
|----------------------------------|-----------|-----------|----------|-------|
| EBITDA (3)                       | \$ 25,896 | \$ 21,903 | \$ 3,993 | 18 %  |
| Adjusted EBITDA (3)              | 33,463    | 26,663    | 6,800    | 26 %  |
| Capital expenditures (4)         | 16,460    | 3,786     | 12,674   | 335 % |
| Acquisition capital expenditures | 410,000   | —         | 410,000  | —     |
| Distributable cash flow (4)      | 25,969    | 23,369    | 2,600    | 11 %  |

#### Operating Data:

|                                       |     |     |     |      |
|---------------------------------------|-----|-----|-----|------|
| Miles of pipeline (end of period)     | 757 | 388 | 369 | 95 % |
| Aggregate average throughput (MMcf/d) | 918 | 914 | 4   | — %  |

(1) The amortization of favorable and unfavorable contracts relates to gas gathering agreements that were deemed to be above or below market at the acquisition of the DFW Midstream system. We amortize these contracts on a units-of-production basis over the life of the applicable contract. The life of the contract is the period over which the contract is expected to contribute directly or indirectly to our future cash flows.

(2) See "Non-GAAP Financial Measures" below for additional information on EBITDA, adjusted EBITDA and distributable cash flow as well as their reconciliations to the most directly comparable GAAP financial measure.

(3) EBITDA and adjusted EBITDA include transaction costs. These unusual and non-recurring expenses are settled in cash.

(4) In the fourth quarter of 2012, we began tracking maintenance capital expenditures for the purposes of calculating distributable cash flow. Prior to the fourth quarter of 2012, we did not distinguish between maintenance and expansion capital expenditures. For the three months ended June 30, 2012, the calculation of distributable cash flow includes an estimate for the portion of total capital expenditures that were maintenance capital expenditures.

**Volume.** Our revenues are primarily attributable to the volume of natural gas that we gather and compress and the rates we charge for those services. Throughput volumes increased to an average of 918 MMcf/d for the three months ended June 30, 2013, compared with an average of 914 MMcf/d in the prior-year period, and largely reflect the impact of a production curtailment announced in the first quarter of 2012 by one of our largest producer customers on the DFW Midstream system. In the second quarter of 2012, this producer customer began bringing production back on line and returned to pre-curtailment levels by the end of the third quarter of 2012. Operating data by system as of or for the three months ended June 30 follows:

|   | Grand River |      | DFW Midstream |      | Bison Midstream |      | Mountaineer Midstream |      |
|---|-------------|------|---------------|------|-----------------|------|-----------------------|------|
|   | June 30,    |      | June 30,      |      | June 30,        |      | June 30,              |      |
|   | 2013        | 2012 | 2013          | 2012 | 2013            | 2012 | 2013                  | 2012 |
| Miles of pipeline (end of period)                                     | 290         | 279  | 118           | 109  | 309             | —    | 41                    | —    |
| Aggregate average throughput (for the quarter-to-date period)(MMcf/d) | 494         | 582  | 395           | 331  | 17              | —    | 12                    | —    |

Grand River system volume throughput declined in the second quarter of 2013 primarily due to lower drilling activity and the natural decline of previously drilled Mancos/Niobrara wells in the Orchard Field. Our gas gathering agreements for the Grand River system include MVCs that, in the aggregate, increase over the next several years. As a result, the lower volume throughput for the Grand River system during the second quarter of 2013 primarily translated into larger MVC shortfall payments. The increase in DFW Midstream system volume throughput was primarily due to the prior-year impact of the production curtailment noted above.

**Revenue.** Total revenues increased for the three months ended June 30, 2013, largely due to Bison Midstream's contribution to natural gas, NGLs and condensate sales and other. Natural gas, NGLs and condensate sales and other also reflect higher volumes on our DFW Midstream system and an increase quarter over quarter in the prices we were able to obtain for natural gas sales. Gathering services and other fees increased during the three months ended June 30, 2013, primarily as a result of the contribution from the Bison Midstream system and also benefited from increased throughput volumes on the DFW Midstream system. The aggregate average throughput rate for the three months ended June 30, 2013 was approximately \$0.49 per Mcf, compared with approximately \$0.39 per Mcf for the three months ended June 30, 2012. The period-over-period increase was largely driven by the proportionate increase in volumes on our DFW Midstream system which has a higher average gathering fee per Mcf. Additionally, the period-over-period increase in aggregate average throughput rate also benefited from gas gathering agreement provisions which increased the average gas gathering fee per Mcf on our Grand River system beginning in January 2013. These contractual provisions helped offset the financial impact of the volume decreases on the Grand River system. Total revenues for the three months ended June 30, 2013 included a \$15.5 million contribution from Bison Midstream, of which \$3.4 million was reflected in gathering services and other fees and \$12.1 million was reflected in natural gas, NGLs and condensate sales and other.

**Operation and Maintenance Expense.** Operation and maintenance expense increased during the three months ended June 30, 2013, largely as a result of \$2.0 million of higher power-related costs for DFW Midstream, a \$0.6 million increase in property tax expenses due to a change in our estimate for property tax expenses in the third quarter of 2012, a \$0.5 million increase in carbon dioxide expenses for DFW Midstream, and a \$0.4 million increase in field employee and contractor costs. In addition, Bison Midstream accounted for \$1.0 million of operation and maintenance expense for the three months ended June 30, 2013. The increase in operation and maintenance expense was partially offset by the impact of a \$1.1 million decline in compressor lease and contract maintenance expenses primarily as a result of our purchase of previously leased compression assets in the first quarter of 2013.

**Cost of Natural Gas and NGLs.** Cost of natural gas and NGLs represents the expenses associated with the percent-of-proceeds arrangements under which Bison Midstream sells natural gas purchased from our customers.

**General and Administrative Expense.** General and administrative expense increased during the three months ended June 30, 2013, largely as a result of the expenses recognized for the Bison Midstream system and an increase in salaries, benefits and incentive compensation. The Bison Midstream system accounted for \$0.7 million of general and administrative expense for the three months ended June 30, 2013.

**Transaction Costs.** Transaction costs were \$2.4 million for the three months ended June 30, 2013, of which \$0.7 million related to the acquisition of the Bison Midstream system and \$1.7 million related to the acquisition of the Mountaineer Midstream system.

**Depreciation and Amortization Expense.** Depreciation and amortization expense increased during the three months ended June 30, 2013 largely due to recognizing depreciation and amortization from the Bison Midstream system. An increase in contract amortization for the Grand River system and assets placed into service in connection with the development of the DFW Midstream system also contributed to the increase. The Bison Midstream system accounted for \$4.7 million of depreciation and amortization expense for the three months ended June 30, 2013.

**Interest Expense and Affiliated Interest Expense.** Interest expense increased during the three months ended June 30, 2013, primarily as a result of our issuance of \$300.0 million of 7.50% senior notes in June 2013. Affiliated interest expense for the three months ended June 30, 2012 related to the \$200.0 million promissory notes that we issued to the Sponsors in connection with the acquisition of the Grand River system in October 2011. The promissory notes were partially prepaid in May 2012 with the remaining balance prepaid in July 2012.

## Six Months Ended June 30, 2013 Compared with the Six Months Ended June 30, 2012

The following table presents certain consolidated and other financial and operating data.

|   | Six months ended June 30, |           | Change    |        |
|---|---------------------------|-----------|-----------|--------|
|   | 2013                      | 2012      | \$        | %      |
| (Dollars in thousands)                                  |                           |           |           |        |
| <b>Statement of Operations Data:</b>                    |                           |           |           |        |
| Revenue:  |                           |           |           |        |
| Gathering services and other fees                       | \$ 81,130                 | \$ 68,647 | \$ 12,483 | 18 %   |
| Natural gas, NGLs and condensate sales and other        | 29,811                    | 7,058     | 22,753    | 322 %  |
| Amortization of favorable and unfavorable contracts (1) | (530)                     | 185       | (715)     | (386)% |
| Total revenue   | 110,411                   | 75,890    | 34,521    | 45 %   |
| Costs and expenses:                                     |                           |           |           |        |
| Operation and maintenance                               | 29,549                    | 22,717    | 6,832     | 30 %   |
| Cost of natural gas and NGLs                            | 13,864                    | —         | 13,864    | —      |
| General and administrative                              | 11,949                    | 10,796    | 1,153     | 11 %   |
| Transaction costs                                       | 2,426                     | 234       | 2,192     | 937 %  |
| Depreciation and amortization                           | 26,720                    | 16,979    | 9,741     | 57 %   |
| Total costs and expenses                                | 84,508                    | 50,726    | 33,782    | 67 %   |
| Other income  | 2                         | 6         | (4)       | (67)%  |
| Interest expense  | (4,903)                   | (2,746)   | (2,157)   | 79 %   |
| Affiliated interest expense                             | —                         | (5,414)   | 5,414     | (100)% |
| Income before income taxes                              | 21,002                    | 17,010    | 3,992     | 23 %   |
| Income tax expense                                      | (402)                     | (294)     | (108)     | 37 %   |
| Net income  | \$ 20,600                 | \$ 16,716 | \$ 3,884  | 23 %   |

### Other Financial Data (2):

|                                  |           |           |           |      |
|----------------------------------|-----------|-----------|-----------|------|
| EBITDA (3)                       | \$ 53,153 | \$ 41,958 | \$ 11,195 | 27 % |
| Adjusted EBITDA (3)              | 67,355    | 51,544    | 15,811    | 31 % |
| Capital expenditures (4)         | 41,599    | 24,363    | 17,236    | 71 % |
| Acquisition capital expenditures | 410,000   | —         | 410,000   | —    |
| Distributable cash flow (4)      | 55,492    | 45,253    | 10,239    | 23 % |

### Operating Data:

|                                       |     |     |     |      |
|---------------------------------------|-----|-----|-----|------|
| Miles of pipeline (end of period)     | 757 | 388 | 369 | 95 % |
| Aggregate average throughput (MMcf/d) | 935 | 913 | 22  | 2 %  |

(1) The amortization of favorable and unfavorable contracts relates to gas gathering agreements that were deemed to be above or below market at the acquisition of the DFW Midstream system. We amortize these contracts on a units-of-production basis over the life of the applicable contract. The life of the contract is the period over which the contract is expected to contribute directly or indirectly to our future cash flows.

(2) See "Non-GAAP Financial Measures" below for additional information on EBITDA, adjusted EBITDA and distributable cash flow as well as their reconciliations to the most directly comparable GAAP financial measure.

(3) EBITDA and adjusted EBITDA include transaction costs. These unusual and non-recurring expenses are settled in cash.

(4) In the fourth quarter of 2012, we began tracking maintenance capital expenditures for the purposes of calculating distributable cash flow. Prior to the fourth quarter of 2012, we did not distinguish between maintenance and expansion capital expenditures. For the six months ended June 30, 2012, the calculation of distributable cash flow includes an estimate for the portion of total capital expenditures that were maintenance capital expenditures.

**Volume.** Our revenues are primarily attributable to the volume of natural gas that we gather and compress and the rates we charge for those services. Throughput volumes increased to an average of 935 MMcf/d for the six months ended June 30, 2013, compared with an average of 913 MMcf/d in the prior-year period, and largely reflect the impact of a production curtailment announced in the first quarter of 2012 by one of our largest producer customers on the DFW Midstream system. In the second quarter of 2012, this producer customer began bringing production back on line and returned to pre-curtailment levels by the end of the third quarter of 2012. Operating data by system as of or for the six months ended June 30 follows.

|  | Grand River |      | DFW Midstream |      | Bison Midstream |      | Mountaineer Midstream |      |
|--|-------------|------|---------------|------|-----------------|------|-----------------------|------|
|  | June 30,    |      | June 30,      |      | June 30,        |      | June 30,              |      |
|  | 2013        | 2012 | 2013          | 2012 | 2013            | 2012 | 2013                  | 2012 |
| Miles of pipeline (end of period)                                  | 290         | 279  | 118           | 109  | 309             | —    | 41                    | —    |
| Aggregate average throughput (for the year-to-date period)(MMcf/d) | 509         | 588  | 407           | 325  | 13              | —    | 6                     | —    |

Grand River system volume throughput declined in the first half of 2013 primarily due to lower drilling activity and the natural decline of previously drilled Mancos/Niobrara wells in the Orchard Field. Our gas gathering agreements for the Grand River system include MVCs that, in the aggregate, increase over the next several years. As a result, the lower volume throughput for the Grand River system during the first half of 2013 primarily translated into larger MVC shortfall payments. The increase in DFW Midstream system volume throughput was primarily due to the prior-year impact of the production curtailment noted above. Volume throughput for the six months ended June 30, 2012 also benefited from the continued development of the DFW Midstream system, most notably our January 2013 commissioning of a compressor which increased system throughput capacity by 40 MMcf/d.

**Revenue.** Total revenues increased for the six months ended June 30, 2013, largely due to the revenue from the Bison Midstream system. The increase in gathering services and other fees during the six months ended June 30, 2013, also reflects increased throughput volumes on the DFW Midstream system. The aggregate average throughput rate for the six months ended June 30, 2013 was approximately \$0.47 per Mcf, compared with approximately \$0.38 per Mcf for the six months ended June 30, 2012. The period-over-period increase was largely driven by the proportionate increase in volumes on our DFW Midstream system which has a higher average gathering fee per Mcf. Additionally, the period-over-period increase in aggregate average throughput rate also benefited from gas gathering agreement provisions which increased the average gas gathering fee per Mcf on our Grand River system beginning in January 2013. These contractual provisions helped offset the financial impact of the volume decreases on the Grand River system. Natural gas and condensate sales increased for the six months ended June 30, 2013, primarily as a result of higher volumes on our DFW Midstream system and an increase quarter over quarter in the prices we were able to obtain for natural gas sales. Total revenues for the six months ended June 30, 2013 included a \$23.1 million contribution from Bison Midstream, of which \$5.3 million was reflected in gathering services and other fees and \$17.8 million was reflected in natural gas, NGLs and condensate sales and other.

**Operation and Maintenance Expense.** Operation and maintenance expense increased during the six months ended June 30, 2013, largely as a result of \$3.6 million of higher power-related costs for DFW Midstream, a \$1.4 million increase in property tax expenses due to a change in our estimate for property tax expenses in the third quarter of 2012, a \$1.0 million increase in carbon dioxide expenses for DFW Midstream, and a \$1.0 million increase in field employee and contractor costs. The Bison Midstream system contributed for \$1.5 million of operation and maintenance expense for the six months ended June 30, 2013. The increase in operation and maintenance expense was partially offset by the impact of a \$1.7 million decline in compressor lease and contract maintenance expenses primarily as a result of our purchase of previously leased compression assets in the first quarter of 2013.

**Cost of Natural Gas and NGLs.** Cost of natural gas and NGLs represents the expenses associated with the percent-of-proceeds arrangements under which Bison Midstream sells natural gas purchased from our customers.

**General and Administrative Expense.** General and administrative expense increased during the six months ended June 30, 2013, primarily due to an increase in salaries, benefits and incentive compensation. The Bison Midstream system accounted for \$0.8 million of general and administrative expense for the six months ended June 30, 2013.

**Transaction Costs.** Transaction costs were \$2.4 million for the six months ended June 30, 2013, of which \$0.7 million related to the acquisition of the Bison Midstream system and \$1.7 million related to the acquisition of the Mountaineer Midstream system.

**Depreciation and Amortization Expense.** Depreciation and amortization expense increased during the six months ended June 30, 2013 largely due to recognizing depreciation and amortization from the Bison Midstream system. An increase in contract amortization for the Grand River system and assets placed into service in connection with the development of the DFW Midstream and Grand River systems also contributed to the increase. The Bison Midstream system accounted for \$6.6 million of depreciation and amortization expense for the six months ended June 30, 2013.

**Interest Expense and Affiliated Interest Expense.** The increase in interest expense during the six months ended June 30, 2013, primarily reflected our issuance of \$300.0 million of 7.50% senior notes in June 2013, higher balances on our revolving credit facility beginning in May 2012 and an increase in commitment fees as a result of the May 2012 amendment and restatement of the revolving credit facility which increased our borrowing capacity by \$265.0 million. Affiliated interest expense for the six months ended June 30, 2012 related to the \$200.0 million promissory notes that we issued to the Sponsors in connection with the acquisition of the Grand River system in October 2011. The promissory notes were partially prepaid in May 2012 with the remaining balance prepaid in July 2012.

## Non-GAAP Financial Measures

EBITDA, adjusted EBITDA and distributable cash flow are not financial measures presented in accordance with accounting principles generally accepted in the United States of America ("GAAP"). We believe that the presentation of these non-GAAP financial measures provides useful information to investors in assessing our financial condition and results of operations.

Net income and net cash provided by operating activities are the GAAP financial measures most directly comparable to EBITDA, adjusted EBITDA and distributable cash flow. Our non-GAAP financial measures should not be considered as alternatives to the most directly comparable GAAP financial measure. Furthermore, each of these non-GAAP financial measures has limitations as an analytical tool because it excludes some but not all items that affect the most directly comparable GAAP financial measure. Some of these limitations include:

- certain items excluded from EBITDA, adjusted EBITDA and distributable cash flow are significant components in understanding and assessing a company's financial performance, such as a company's cost of capital and tax structure;
- EBITDA, adjusted EBITDA, and distributable cash flow do not reflect our cash expenditures or future requirements for capital expenditures or contractual commitments;
- EBITDA, adjusted EBITDA, and distributable cash flow do not reflect changes in, or cash requirements for, our working capital needs;
- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and EBITDA, adjusted EBITDA and distributable cash flow do not reflect any cash requirements for such replacements; and
- our computations of EBITDA, adjusted EBITDA and distributable cash flow may not be comparable to other similarly titled measures of other companies.

We compensate for the limitations of EBITDA, adjusted EBITDA and distributable cash flows as analytical tools by reviewing the comparable GAAP financial measures, understanding the differences between the financial measures and incorporating these data points into our decision-making process.

EBITDA, adjusted EBITDA or distributable cash flow should not be considered in isolation or as a substitute for analysis of our results as reported under GAAP. Because EBITDA, adjusted EBITDA and distributable cash flow may be defined differently by other companies in our industry, our definitions of these non-GAAP financial measures may not be comparable to similarly titled measures of other companies, thereby diminishing their utility.

**Net Income-Basis Non-GAAP Reconciliation.** The following table presents a reconciliation of SMLP's net income to EBITDA, adjusted EBITDA and distributable cash flow for the periods indicated.

|   | Three months ended June 30, |                  | Six months ended June 30, |                  |
|---|-----------------------------|------------------|---------------------------|------------------|
|   | 2013                        | 2012             | 2013                      | 2012             |
| (In thousands)  |                             |                  |                           |                  |
| <b>Reconciliation of Net Income to EBITDA, Adjusted EBITDA and Distributable Cash Flow:</b> |                             |                  |                           |                  |
| Net income  | \$ 7,533                    | \$ 9,129         | \$ 20,600                 | \$ 16,716        |
| Add:  |                             |                  |                           |                  |
| Interest expense  | 3,023                       | 3,983            | 4,903                     | 8,160            |
| Income tax expense  | 221                         | 155              | 402                       | 294              |
| Depreciation and amortization expense   | 14,870                      | 8,689            | 26,720                    | 16,979           |
| Amortization of favorable and unfavorable contracts   | 250                         | (51)             | 530                       | (185)            |
| Less:   |                             |                  |                           |                  |
| Interest income   | 1                           | 2                | 2                         | 6                |
| EBITDA (1)  | <u>\$ 25,896</u>            | <u>\$ 21,903</u> | <u>\$ 53,153</u>          | <u>\$ 41,958</u> |
| Add:  |                             |                  |                           |                  |
| Non-cash compensation expense   | 818                         | 952              | 1,158                     | 1,412            |
| Adjustments related to MVC shortfall payments (2)   | 6,749                       | 3,808            | 13,044                    | 8,174            |
| Adjusted EBITDA (1)   | <u>\$ 33,463</u>            | <u>\$ 26,663</u> | <u>\$ 67,355</u>          | <u>\$ 51,544</u> |
| Add:  |                             |                  |                           |                  |
| Interest income   | 1                           | 2                | 2                         | 6                |
| Less:   |                             |                  |                           |                  |
| Cash interest paid  | 2,125                       | 1,896            | 4,014                     | 3,591            |
| Senior notes interest expense (3)   | 875                         | —                | 875                       | —                |
| Cash taxes paid   | 660                         | —                | 660                       | —                |
| Maintenance capital expenditures (4)  | 3,835                       | 1,400            | 6,316                     | 2,706            |
| Distributable cash flow   | <u>\$ 25,969</u>            | <u>\$ 23,369</u> | <u>\$ 55,492</u>          | <u>\$ 45,253</u> |

(1) EBITDA and adjusted EBITDA include transaction costs. These unusual and non-recurring expenses are settled in cash. For additional information, see "Results of Operations" above.

(2) Adjustments related to MVC shortfall payments account for (i) the net increases or decreases in deferred revenue for MVC shortfall payments and (ii) our inclusion of expected annual MVC shortfall payments. We include or will include a proportional amount of these historical or expected minimum volume commitment shortfall payments in each quarter prior to the quarter in which we actually receive the shortfall payment.

(3) Senior notes interest expense represents interest expense recognized and accrued during the period. Interest of 7.50% on the \$300.0 million senior notes is paid in cash semi-annually in arrears on January 1 and July 1 until maturity in July 2021.

(4) Maintenance capital expenditures are cash expenditures (including expenditures for the addition or improvement to, or the replacement of, our capital assets or for the acquisition of existing, or the construction or development of new, capital assets) made to maintain our long-term operating income or operating capacity. In the fourth quarter of 2012, we began tracking maintenance capital expenditures for the purposes of calculating distributable cash flow. Prior to the fourth quarter of 2012, we did not distinguish between maintenance and expansion capital expenditures. For the three and six months ended June 30, 2012, the calculation of distributable cash flow and adjusted distributable cash flow includes an estimate for the portion of total capital expenditures that were maintenance capital expenditures.

**Cash Flow-Basis Non-GAAP Reconciliation.** The following table presents a reconciliation of SMLP's net cash provided by operating activities to EBITDA, adjusted EBITDA and distributable cash flow for the periods indicated.

|  | Six months ended June 30, |                  |
|--|---------------------------|------------------|
|  | 2013                      | 2012             |
| (In thousands)   |                           |                  |
| <b>Reconciliation of Net Cash Provided by Operating Activities to EBITDA, Adjusted EBITDA and Distributable Cash Flow:</b> |                           |                  |
| Net cash provided by operating activities  | \$ 66,416                 | \$ 26,271        |
| Add:   |                           |                  |
| Interest expense (1)   | 4,021                     | 2,167            |
| Income tax expense   | 402                       | 294              |
| Changes in operating assets and liabilities  | (16,526)                  | 14,644           |
| Less:  |                           |                  |
| Non-cash compensation expense  | 1,158                     | 1,412            |
| Interest income  | 2                         | 6                |
| EBITDA (2)   | <u>\$ 53,153</u>          | <u>\$ 41,958</u> |
| Add:   |                           |                  |
| Non-cash compensation expense  | 1,158                     | 1,412            |
| Adjustments related to MVC shortfall payments (3)  | 13,044                    | 8,174            |
| Adjusted EBITDA (2)  | <u>\$ 67,355</u>          | <u>\$ 51,544</u> |
| Add:   |                           |                  |
| Interest income  | 2                         | 6                |
| Less:  |                           |                  |
| Cash interest paid   | 4,014                     | 3,591            |
| Senior notes interest expense (4)  | 875                       | —                |
| Cash taxes paid  | 660                       | —                |
| Maintenance capital expenditures (5)   | 6,316                     | 2,706            |
| Distributable cash flow  | <u>\$ 55,492</u>          | <u>\$ 45,253</u> |

(1) Interest expense presented in the cash flow-basis non-GAAP reconciliation above differs from the interest expense presented in the net income-basis non-GAAP reconciliation presented earlier due to adjustments for amortization of deferred loan costs and pay-in-kind interest on the promissory notes payable to our Sponsors. For the six months ended June 30, 2013, interest expense excluded \$0.9 million of amortization of deferred loan costs. For the six months ended June 30, 2012, interest expense excluded \$0.6 million of amortization of deferred loan costs and \$5.4 million of pay-in-kind interest.

(2) EBITDA and adjusted EBITDA include transaction costs. These unusual and non-recurring expenses are settled in cash. For additional information, see "Results of Operations" above.

(3) Adjustments related to MVC shortfall payments account for (i) the net increases or decreases in deferred revenue for MVC shortfall payments and (ii) our inclusion of expected annual MVC shortfall payments. We include or will include a proportional amount of these historical or expected minimum volume commitment shortfall payments in each quarter prior to the quarter in which we actually receive the shortfall payment.

(4) Senior notes interest expense represents interest expense recognized and accrued during the period. Interest of 7.50% on the \$300.0 million senior notes is paid in cash semi-annually in arrears on January 1 and July 1 until maturity in July 2021.

(5) Maintenance capital expenditures are cash expenditures (including expenditures for the addition or improvement to, or the replacement of, our capital assets or for the acquisition of existing, or the construction or development of new, capital assets) made to maintain our long-term operating income or operating capacity. In the fourth quarter of 2012, we began tracking maintenance capital expenditures for the purposes of calculating distributable cash flow. Prior to the fourth quarter of 2012, we did not distinguish between maintenance and expansion capital expenditures. For the six months ended June 30, 2012, the calculation of distributable cash flow and adjusted distributable cash flow includes an estimate for the portion of total capital expenditures that were maintenance capital expenditures.

## Liquidity and Capital Resources

In June 2013, we completed an offering of senior notes and issued common limited partner units and general partner interests in connection with the Bison Drop Down and the Mountaineer Acquisition. For additional information, see Note 5 to the unaudited condensed consolidated financial statements. In October 2012, we completed an IPO of our common units. For additional information, see Note 1 to the audited consolidated financial statements included in the 2012 Annual Report. In future periods, we expect our sources of liquidity to include:

- cash generated from operations;
- borrowings under the revolving credit facility; and
- additional issuances of debt and equity securities.

### Cash Flows

The components of the change in cash and cash equivalents were as follows:

|   | Six months ended June 30, |            |
|---|---------------------------|------------|
|   | 2013                      | 2012       |
|   | (In thousands)            |            |
| Net cash provided by operating activities           | \$ 66,416                 | \$ 26,271  |
| Net cash used in investing activities               | (451,599)                 | (24,363)   |
| Net cash provided by (used in) financing activities | 407,411                   | (9,775)    |
| Change in cash and cash equivalents                 | \$ 22,228                 | \$ (7,867) |

**Operating activities.** Cash flows from operating activities increased by \$40.1 million for the six months ended June 30, 2013 largely as result of the increase in volumes on the DFW Midstream system and the contribution from the Bison Midstream system, partially offset by a decline in volumes on the Grand River system.

**Investing activities.** Cash flows used in investing activities for the six months ended June 30, 2013 were largely due to the acquisitions of Bison Midstream and Mountaineer Midstream. Additional expenditures in 2013 reflect the construction of seven miles of new gathering pipeline across the DFW Midstream system and the connection of four new pad sites as well as the acquisition of previously leased compression assets on the Grand River system. We also commissioned a new 6,000 horsepower electric-drive compressor unit on the DFW Midstream system in early January 2013, which increased system throughput capacity from 410 MMcf/d to 450 MMcf/d.

**Financing activities.** Details of cash flows provided by (used in) financing activities for the six months ended June 30, 2013 and 2012 were as follows:

|  | Six months ended June 30, |            |
|--|---------------------------|------------|
|  | 2013                      | 2012       |
|  | (In thousands)            |            |
| <b>Cash flows from financing activities:</b>                     |                           |            |
| Distributions to unitholders                                     | \$ (41,348)               | \$ —       |
| Borrowings under revolving credit facility                       | 360,000                   | 163,000    |
| Repayments under revolving credit facility                       | (294,180)                 | (8,000)    |
| Issuance of senior notes   | 300,000                   | —          |
| Contribution from SMP Holdings to Bison Midstream                | 2,229                     | —          |
| Issuance of units in connection with the Mountaineer Acquisition | 100,000                   | —          |
| Repurchase of DFW Net Profits Interests                          | (11,957)                  | —          |
| Repayment of promissory notes payable to Sponsors                | —                         | (160,000)  |
| Deferred loan costs and initial public offering costs            | (7,333)                   | (4,775)    |
| Net cash provided by (used in) financing activities              | \$ 407,411                | \$ (9,775) |

Net cash used in financing activities for the six months ended June 30, 2013 was primarily composed of the following:

- Distributions declared in respect of both the first quarter of 2013 (paid in the second quarter of 2013) and fourth quarter of 2012 (paid in the first quarter of 2013) (see Note 6 to the unaudited condensed consolidated financial statements);
- Borrowings of \$360.0 million under our revolving credit facility, of which \$200.0 million was used to partially fund the Bison Drop Down and \$110.0 million was used to partially fund the Mountaineer Acquisition (see Notes 5, 6 and 12 to the unaudited condensed consolidated financial statements);
- Payments of \$294.2 million on our revolving credit facility, all of which was funded by our \$300.0 million senior notes issuance (see Note 5 to the unaudited condensed consolidated financial statements);
- Net proceeds of \$294.2 million from our issuance of \$300.0 million senior notes, all of which was used to pay down our revolving credit facility. We incurred loan costs of \$7.1 million in connection with the senior notes issuance which will be amortized over the life of the senior notes (see Note 5 to the unaudited condensed consolidated financial statements);
- Issuance of \$98.0 million of common units and \$2.0 million of general partner interests to Summit Investments for cash to partially fund the Mountaineer Acquisition (see Notes 6 and 12 to the unaudited condensed consolidated financial statements); and
- Our repurchase of the remaining vested DFW Net Profits Interests (see Notes 8 and 11 to the unaudited condensed consolidated financial statements).

Net cash used in financing activities for the six months ended June 30, 2012 was primarily composed borrowings of \$163.0 million under our revolving credit facility, of which \$160.0 million was used to partially repay amounts outstanding under the promissory notes payable to Sponsors.

### Contractual Obligations Update

The material changes in contractual obligations from those disclosed in the 2012 Annual Report include the June 2013 issuance of senior notes and the impact of an increased borrowing capacity, borrowings and repayments on our revolving credit facility during the first six months of 2013. The table below summarizes and updates our long-term debt obligations as of June 30, 2013 after giving effect to these events:

|  | Total          | Less than 1 year | 1-3 years  | 3-5 years | More than 5 years |
|--|----------------|------------------|------------|-----------|-------------------|
|  | (In thousands) |                  |            |           |                   |
| Long-term debt and interest payments (1) | \$ 771,624     | \$ 31,358        | \$ 327,766 | \$ 45,000 | \$ 367,500        |

(1) Includes a 0.50% commitment fee on the unused portion of the revolving credit facility. See Note 5 to the unaudited condensed consolidated financial statements for additional information.

### Off-Balance Sheet Arrangements

We had no off-balance sheet arrangements as of or during the six months ended June 30, 2013.

### Capital Requirements

The natural gas gathering segment of the midstream energy business is capital-intensive, requiring significant investment for the maintenance of existing gathering systems and the acquisition or construction and development of new gathering systems and other midstream assets and facilities. Our partnership agreement requires that we categorize our capital expenditures as either:

- maintenance capital expenditures, which are cash expenditures (including expenditures for the addition or improvement to, or the replacement of, our capital assets or for the acquisition of existing, or the construction or development of new, capital assets) made to maintain our long-term operating income or operating capacity; or
- expansion capital expenditures, which are cash expenditures incurred for acquisitions or capital improvements that we expect will increase our operating income or operating capacity over the long term.

Total capital expenditures were as follows:

|   | Six months ended June 30, |           |
|---|---------------------------|-----------|
|   | 2013                      | 2012      |
| (In thousands)  |                           |           |
| Capital expenditures                                      | \$ 41,599                 | \$ 24,363 |
| Acquisitions of Bison Midstream and Mountaineer Midstream | 410,000                   | —         |

For the six months ended June 30, 2013, development activities were primarily related to pipeline construction projects to connect new natural gas receipt points and to expand compression capacity across the Grand River, DFW Midstream and Bison Midstream systems. Capital expenditures also reflect the acquisition of previously leased compression assets for our Grand River system in the first quarter of 2013. For the six months ended June 30, 2012, capital expenditures were largely the result of the construction of new pipeline and compression infrastructure to connect new pad sites on our DFW Midstream system. Acquisition capital expenditures reflect the cash effect of the Bison Drop Down and the Mountaineer Acquisition. See Notes 1, 5, 6, and 12 to the unaudited condensed consolidated financial statements.

In the fourth quarter of 2012, we began tracking maintenance capital expenditures for the purposes of calculating distributable cash flow. Prior to the fourth quarter of 2012, we did not distinguish between maintenance and expansion capital expenditures. As a result, our calculation of distributable cash flow reflects an estimate for the portion of these expenditures that were maintenance capital expenditures in periods prior to the fourth quarter of 2012.

We anticipate that we will continue to make significant expansion capital expenditures in the future. Consequently, our ability to develop and maintain sources of funds to meet our capital requirements is critical to our ability to meet our growth objectives. We expect that our future expansion capital expenditures will be funded by borrowings under the revolving credit facility and the issuance of debt and equity securities.

## Distributions

Based on the terms of SMLP's partnership agreement, SMLP expects that it will distribute to its unitholders most of the cash generated by its operations. As a result, SMLP expects to fund future capital expenditures from cash and cash equivalents on hand, non-distributed cash flow generated from its operations, borrowings under the revolving credit facility and future issuances of equity and debt securities. Historically, the Predecessor largely relied on internally generated cash flows and capital contributions from Energy Capital Partners and GE Energy Financial Services to satisfy its capital expenditure requirements.

Details of cash distributions declared during 2013 follow.

| Attributable to the quarter ended               | Payment date      | Per-unit distribution | Cash paid to common unitholders | Cash paid to subordinated unitholders | Cash paid to general partner | Total distribution |
|---|-------------------|-----------------------|---------------------------------|---------------------------------------|------------------------------|--------------------|
| (Dollars in thousands, except per-unit amounts) |                   |                       |                                 |                                       |                              |                    |
| December 31, 2012                               | February 14, 2013 | \$ 0.4100             | \$ 10,009                       | \$ 10,008                             | \$ 408                       | \$ 20,425          |
| March 31, 2013                                  | May 15, 2013      | 0.4200                | 10,253                          | 10,252                                | 418                          | 20,923             |
| June 30, 2013                                   | August 14, 2013   | 0.4350                | 12,647                          | 10,618                                | 475                          | 23,740             |

## Long-Term Debt

**Revolving Credit Facility.** We have a senior secured revolving credit facility. In June 2013, we exercised the revolving credit facility's \$50.0 million accordion provision and increased the total commitments thereunder from \$550.0 million to \$600.0 million. We also borrowed \$200.0 million in connection with the Bison Drop Down and \$110.0 million in connection with the Mountaineer Acquisition. See Notes 1, 6 and 12 for additional information. Also in June 2013, we used the proceeds from our senior notes offering to repay \$294.2 million of our revolving credit facility. As of June 30, 2013, the outstanding balance of the revolving credit facility was \$265.1 million. The facility matures in May 2016.

The revolving credit facility is secured by the membership interests of Summit Holdings, DFW Midstream, Grand River Gathering, Bison Midstream and Mountaineer Midstream and substantially all of the assets of these entities. It is guaranteed by all of Summit Holdings' subsidiaries, except for Summit Midstream Finance Corp. ("Finance Corp.") and allows for revolving loans, letters of credit and swingline loans.

Borrowings under the revolving credit facility bear interest at the London Interbank Offered Rate ("LIBOR") plus an applicable margin or a base rate, as defined in the credit agreement. At June 30, 2013, the applicable margin under LIBOR borrowings was 2.50%, the interest rate was 2.71% and the unused portion of the revolving credit facility totaled \$334.9 million (subject to a commitment fee of 0.50%).

The revolving credit agreement contains affirmative and negative covenants customary for credit facilities of its size and nature that, among other things, limit or restrict the ability to: (i) incur additional debt; (ii) make investments; (iii) engage in certain mergers, consolidations, acquisitions or sales of assets; (iv) enter into swap agreements and power purchase agreements; (v) enter into leases that would cumulatively obligate payments in excess of \$30.0 million over any 12-month period; and (vi) prohibits the payment of distributions by Summit Holdings if a default then exists or would result therefrom, and otherwise limits the amount of distributions Summit Holdings can make. In addition, the revolving credit facility requires Summit Holdings to maintain a ratio of consolidated trailing 12-month earnings before interest, income taxes, depreciation and amortization ("EBITDA") to net interest expense of not less than 2.5 to 1.0 (as defined in the credit agreement) and a ratio of total net indebtedness to consolidated trailing 12-month EBITDA of not more than 5.0 to 1.0, or not more than 5.5 to 1.0 for up to six months following certain acquisitions (as defined in the credit agreement).

As of June 30, 2013, we were in compliance with the covenants in the revolving credit facility. There were no defaults or events of default during the six months ended June 30, 2013.

**Senior Notes.** On June 17, 2013, Summit Holdings and its 100% owned finance subsidiary, Finance Corp. (collectively with Summit Holdings, the "Co-Issuers"), issued \$300.0 million of 7.50% senior unsecured notes maturing July 1, 2021 (the "senior notes"). The senior notes were sold within the United States only to qualified institutional buyers in reliance on Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), and outside the United States only to non-U.S. persons in reliance on Regulation S under the Securities Act. The senior notes have not been registered under the Securities Act or any state securities laws, and, unless so registered, may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws.

We will pay interest on the senior notes semi-annually in cash in arrears on January 1 and July 1 of each year, commencing January 1, 2014. The senior notes are senior, unsecured obligations and will rank equally in right of payment with all of our existing and future senior obligations. The senior notes are effectively subordinated in right of payment to all of our secured indebtedness, to the extent of the collateral securing such indebtedness. We used the proceeds from the issuance of the senior notes to repay a portion of the balance outstanding under our revolving credit facility. Debt issuance costs of \$7.1 million, recognized in other noncurrent assets, are being amortized over the life of the senior notes.

SMLP and all of its subsidiaries other than the Co-Issuers (the "Guarantors") have fully and unconditionally and jointly and severally guaranteed the senior notes. SMLP has no independent assets or operations. Summit Holdings has no independent assets or operations other than its ownership of its wholly owned subsidiaries and activities associated with its borrowings under the revolving credit facility and the senior notes. Finance Corp. has no independent assets or operations and was formed for the sole purpose of being a co-issuer of some of Summit Holdings' indebtedness, including the senior notes. There are no significant restrictions on the ability of SMLP or Summit Holdings to obtain funds from its subsidiaries by dividend or loan.

Under a registration rights agreement, the Co-Issuers and the Guarantors have agreed to file a registration statement with the SEC pursuant to which the Co-Issuers will either offer to exchange the senior notes and the guarantees for registered notes and guarantees with substantially identical terms or, in certain circumstances, register the resale of the senior notes and their guarantees (the "Exchange Offer").

If the Exchange Offer is not completed (or, if required, the shelf registration statement is not declared effective or does not automatically become effective) on or before the 365th day following the date of issuance of the senior notes (the "Exchange Completion Deadline"), the Co-Issuers will be required to pay additional interest in an amount equal to 0.25% per annum of the principal amount of senior notes with respect to the first 90-day period following the Exchange Completion Deadline. The amount of the additional interest will increase by an additional 0.25% per annum with respect to each subsequent 90-day period, up to a maximum amount of additional interest of 1.0% per annum of the principal amount of senior notes outstanding until the Exchange Offer is completed or the shelf registration statement is declared effective (or becomes automatically effective). All accrued additional interest will be paid by the Co-Issuers and the Guarantors on the next scheduled interest payment date in the same manner as other interest is paid on the senior notes. Following the time that the senior notes are registered, the accrual of additional interest will cease.

At any time prior to July 1, 2016, the Co-Issuers may redeem up to 35% of the aggregate principal amount of the senior notes at a redemption price of 107.500% of the principal amount of the senior notes, plus accrued and unpaid interest, if any, to the redemption date, with an amount not greater than the net cash proceeds of certain equity offerings. On and after July 1, 2016, the Co-Issuers may redeem all or part of the senior notes at a redemption price of 105.625% (with the redemption premium declining ratably each year to 100.000% on July 1, 2019), plus accrued and unpaid interest, if any.

The indenture restricts SMLP's and the Co-Issuers' ability and the ability of certain of their subsidiaries to: (i) incur additional debt or issue preferred stock; (ii) make distributions, repurchase equity or redeem subordinated debt; (iii) make payments on subordinated indebtedness; (iv) create liens or other encumbrances; (v) make investments, loans or other guarantees; (vi) sell or otherwise dispose of a portion of their assets; (vii) engage in transactions with affiliates; and (viii) make acquisitions or merge or consolidate with another entity. These covenants are subject to a number of important exceptions and qualifications. At any time when the senior notes are rated investment grade by each of Moody's Investors Service, Inc. and Standard & Poor's Ratings Services and no default or event of default under the indenture has occurred and is continuing, many of these covenants will terminate.

The indenture provides that each of the following is an event of default: (i) default for 30 days in the payment when due of interest on the senior notes; (ii) default in the payment when due of the principal of, or premium, if any, on the senior notes; (iii) failure by the Co-Issuers or SMLP to comply with certain covenants relating to merger, consolidation, sale of assets, change of control or asset sales; (iv) failure by SMLP for 180 days after notice to comply with certain covenants relating to the filing of reports with the SEC; (v) failure by the Co-Issuers or SMLP for 30 days after notice to comply with any of the other agreements in the indenture; (vi) specified defaults under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any indebtedness for money borrowed by SMLP or any of its restricted subsidiaries (or the payment of which is guaranteed by SMLP or any of its restricted subsidiaries); (vii) failure by SMLP or any of its restricted subsidiaries to pay certain final judgments aggregating in excess of \$20.0 million; (viii) except as permitted by the indenture, any guarantee of the senior notes shall cease for any reason to be in full force and effect or any guarantor, or any person acting on behalf of any guarantor, shall deny or disaffirm its obligations under its guarantee of the senior notes; and (ix) certain events of bankruptcy, insolvency or reorganization described in the indenture. In the case of an event of default as described in the foregoing clause (ix), all outstanding senior notes will become due and payable immediately without further action or notice. If any other event of default occurs and is continuing, the trustee or the holders of at least 25% in principal amount of the then outstanding senior notes may declare all the senior notes to be due and payable immediately.

There were no defaults or events of default during the period from issuance through June 30, 2013.

For additional information, see Note 5 to the unaudited condensed consolidated financial statements.

### **Credit Risk and Customer Concentration**

We examine the creditworthiness of third-party customers to whom we extend credit and manage our exposure to credit risk through credit analysis, credit approval, credit limits and monitoring procedures, and for certain transactions, we may request letters of credit, prepayments or guarantees. A significant percentage of our revenue is attributable to three producer customers. For additional information, see Note 9 to the unaudited condensed consolidated financial statements.

### **Critical Accounting Policies and Estimates**

We prepare our financial statements in accordance with GAAP. These principles are established by the Financial Accounting Standards Board. We employ methods, estimates and assumptions based on currently available information when recording transactions resulting from business operations. Our significant accounting policies are described in Note 2 to the unaudited condensed consolidated financial statements.

The estimates that we deem to be most critical to an understanding of our financial position and results of operations are those related to determination of fair value and recognition of deferred revenue. The preparation and evaluation of these critical accounting estimates involve the use of various assumptions developed from management's analyses and judgments. Subsequent experience or use of other methods, estimates or assumptions could produce significantly different results.

There have been no changes in the accounting methodology for items that we have identified as critical accounting estimates during the six months ended June 30, 2013. For additional information regarding critical accounting estimates, see the Critical Accounting Policies and Estimates section of MD&A included in the 2012 Annual Report.

### **Item 3. Quantitative and Qualitative Disclosures About Market Risk.**

#### **Interest Rate Risk**

We have exposure to changes in interest rates on our indebtedness associated with the revolving credit facility. The credit markets have recently experienced historical lows in interest rates. As the overall economy strengthens, it is possible that monetary policy will tighten further, resulting in higher interest rates to counter possible inflation. Interest rates on floating rate credit facilities and future debt offerings could be higher than current levels, causing our financing costs to increase accordingly.

A hypothetical 1.0% increase (decrease) in interest rates would have increased (decreased) our interest expense by approximately \$1.2 million for the six months ended June 30, 2013.

#### **Commodity Price Risk**

We currently generate a substantial majority of our revenues pursuant to long-term, primarily fee-based gas gathering agreements that include MVCs and AMIs. Our direct commodity price exposure relates to (i) our sale of physical natural gas we retain from our DFW Midstream customers, (ii) our procurement of electricity to operate our electric-drive compression assets on the DFW Midstream system, (iii) the sale of condensate volumes that we collect on the Grand River system and (iv) the sale of processed natural gas and natural gas liquids pursuant to our percent-of-proceeds contracts with certain of our customers on the Bison Midstream system. Our gas gathering agreements with our DFW Midstream customers permit us to retain a certain quantity of natural gas that we sell to offset the power costs we incur to operate our electric-drive compression assets. Our gas gathering agreements with our Grand River customers permit us to retain condensate volumes from the Grand River system gathering lines. We manage our direct exposure to natural gas and power prices through the use of forward power purchase contracts with wholesale power providers that require us to purchase a fixed quantity of power at a fixed heat rate based on prevailing natural gas prices on the Waha Hub Index. Because we also sell our retainage gas at prices that are based on the Waha Hub Index, we have effectively fixed the relationship between our compression electricity expense and natural gas sales. We do not enter into risk management contracts for speculative purposes.

### **Item 4. Controls and Procedures.**

#### **Disclosure Controls and Procedures**

SMLP's management, with the participation of the Chief Executive Officer and Chief Financial Officer of SMLP's general partner, has evaluated the effectiveness of SMLP's disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this quarterly report (the "Evaluation Date"). Based on such evaluation, the Chief Executive Officer and Chief Financial Officer of SMLP's general partner have concluded that, as of the Evaluation Date, SMLP's disclosure controls and procedures are effective.

#### **Changes in Internal Control Over Financial Reporting**

There have not been any changes in SMLP's internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the second fiscal quarter of 2013 that have materially affected, or are reasonably likely to materially affect, SMLP's internal control over financial reporting.

## PART II—OTHER INFORMATION

### Item 1. Legal Proceedings.

Although we may, from time to time, be involved in litigation and claims arising out of our operations in the normal course of business, we are not currently a party to any significant legal or governmental proceedings. In addition, we are not aware of any significant legal or governmental proceedings contemplated to be brought against us, under the various environmental protection statutes to which we are subject.

As disclosed in our quarterly report on Form 10-Q for the quarterly period ended March 31, 2013, on April 30, 2013, we resolved our previously reported litigation involving four former DFW Midstream employees related to their net profits interests in DFW Midstream.

### Item 1A. Risk Factors.

The Risk Factors contained in the 2012 Annual Report are incorporated herein by reference and updated to include the additional risks discussed below.

#### Risks Related to Our Business

***Oil and gas activities in certain areas of our gathering systems may be adversely affected by seasonal weather conditions which in turn could negatively impact the operations of our gathering facilities and our construction of additional facilities.***

Winter weather conditions across our system, especially in North Dakota, can be severe and can adversely affect oil and gas operations due to the potential shut-in of producing wells or decreased drilling activities. The result of these types of interruptions could result in a decrease in the volumes of natural gas supplied to our gathering systems. Further, delays and shutdowns caused by severe weather during the winter months may have a material negative impact on the continuous operations of our gathering systems, including interruptions in service. These types of interruptions could materially affect our business and the results of our operations.

#### Risks Related to Our Indebtedness and the Notes

***We have a holding company structure in which our subsidiaries conduct our operations and own our operating assets.***

We are a holding company, and our operating subsidiaries conduct all of our operations and own all of our operating assets. We have no significant assets other than our interest in our operating subsidiaries. As a result, our ability to make required payments on the notes depends on the performance of our operating subsidiaries and their ability to distribute funds to us. The ability of our subsidiaries to make distributions to us may be restricted by, among other things, the revolving credit facility and applicable state limited liability company laws and other laws and regulations. If we are unable to obtain the funds necessary to pay the principal amount at maturity of the notes, or to repurchase the notes upon the occurrence of a change of control, we may be required to adopt one or more alternatives, such as a refinancing of the notes or a sale of assets. We may not be able to refinance the notes or sell assets on acceptable terms, or at all.

### Item 5. Other Information.

Our Corporate Governance Guidelines, which are available on our website under the "Corporate Governance" subsection of the "Investors" section at [www.summitmidstream.com](http://www.summitmidstream.com), provide that (i) Jerry L. Peters, as the chairman of our Audit Committee, shall preside over any executive sessions, and (ii) interested parties may communicate directly with our independent directors by submitting a specially marked envelope to the Secretary of our general partner.

**Item 6. Exhibits.**

| Exhibit number | Description   |
|----------------|---|
| 3.1            | First Amended and Restated Agreement of Limited Partnership of Summit Midstream Partners, LP, dated as of October 3, 2012 (Incorporated herein by reference to Exhibit 3.1 to SMLP's Current Report on Form 8-K dated October 4, 2012 (Commission File No. 001-35666))  |
| 3.2            | Amended and Restated Limited Liability Company Agreement of Summit Midstream GP, LLC, dated as of October 3, 2012 (Incorporated herein by reference to Exhibit 3.2 to SMLP's Current Report on Form 8-K dated October 4, 2012 (Commission File No. 001-35666))  |
| 4.1            | 7 1/2% Senior Notes Due 2021 Indenture dated as of June 17, 2013 by and between Summit Midstream Holdings, LLC, Summit Midstream Finance Corp., Summit Midstream Partners, LP, the subsidiary guarantors named therein and U.S. Bank National Association (Incorporated herein by reference to Exhibit 4.1 to SMLP's Current Report on Form 8-K dated June 17, 2013 (Commission File No. 001-35666))  |
| 4.2            | Registration Rights Agreement dated as of June 17, 2013 by and between Summit Midstream Holdings, LLC, Summit Midstream Finance Corp., Summit Midstream Partners, LP, DFW Midstream Services LLC, Grand River Gathering, LLC, Bison Midstream, LLC, Mountaineer Midstream Company, LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated Deutsche Bank Securities Inc., RBC Capital Markets, LLC, and RBS Securities Inc., (Incorporated herein by reference to Exhibit 4.2 to SMLP's Current Report on Form 8-K dated June 17, 2013 (Commission File No. 001-35666)) |
| 10.1           | † * Gas Purchase Agreement dated as of December 20, 2010 by and between Bear Tracker Energy, LLC., and EOG Resources, Inc.  |
| 10.2           | † * Gas Gathering and Compression Agreement dated as of April 16, 2012 by and between MarkWest Liberty Midstream & Resources, L.L.C., and Antero Resources Appalachian Corporation  |
| 10.3           | † * Purchase and Sale Agreement dated as of June 4, 2013 by and between MarkWest Liberty Midstream & Resources, L.L.C. and Summit Midstream Partners, LP  |
| 10.4           | Summit Midstream Partners, LLC Deferred Compensation Plan dated as of July 1, 2013 (Incorporated by reference to Exhibit 4.3 to the registration statement on Form S-8 of Summit Midstream Partners, LP (File No. 333-189684), filed on June 28, 2013)  |
| 10.5           | Purchase Agreement dated as of June 12, 2013 by and between Summit Midstream Holdings, LLC, Summit Midstream Finance Corp., Merrill Lynch, Pierce, Fenner & Smith Incorporated and the other several initial purchasers (Incorporated herein by reference to Exhibit 1.1 to SMLP's Current Report on Form 8-K dated June 17, 2013 (Commission File No. 001-35666))  |
| 10.8           | Contribution Agreement dated as of June 4, 2013 by and between Summit Midstream Partners Holdings, LLC, Bison Midstream, LLC and Summit Midstream Partners, LP, (Incorporated herein by reference to Exhibit 10.1 to SMLP's Current Report on Form 8-K dated June 5, 2013 (Commission File No. 001-35666))  |
| 10.9           | Increase Joinder dated as of June 4, 2013 with respect to the Amended and Restated Credit Agreement, dated as of May 7, 2012 (Incorporated herein by reference to Exhibit 10.2 to SMLP's Current Report on Form 8-K dated June 5, 2013 (Commission File No. 001-35666))   |
| 10.10          | Unit Purchase Agreement dated as of June 4, 2013 by and between Summit Midstream Partners, LP, Summit Midstream Partners Holdings, LLC, and Summit Midstream GP, LLC (Incorporated herein by reference to Exhibit 10.3 to SMLP's Current Report on Form 8-K dated June 5, 2013 (Commission File No. 001-35666))   |
| 31.1           | * Rule 13a-14(a)/15d-14(a) Certification, executed by Steven J. Newby, President, Chief Executive Officer and Director  |
| 31.2           | * Rule 13a-14(a)/15d-14(a) Certification, executed by Matthew S. Harrison, Senior Vice President and Chief Financial Officer  |
| 32.1           | * Certifications required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. 1350), executed by Steven J. Newby, President, Chief Executive Officer and Director, and Matthew S. Harrison, Senior Vice President and Chief Financial Officer   |
| 101.INS        | ** XBRL Instance Document (1)   |
| 101.SCH        | ** XBRL Taxonomy Extension Schema   |
| 101.CAL        | ** XBRL Taxonomy Extension Calculation Linkbase   |
| 101.DEF        | ** XBRL Taxonomy Extension Definition Linkbase  |
| 101.LAB        | ** XBRL Taxonomy Extension Label Linkbase   |
| 101.PRE        | ** XBRL Taxonomy Extension Presentation Linkbase  |

† Certain portions have been omitted pursuant to a confidential treatment request. Omitted information has been filed separately with the Securities and Exchange Commission.

\* Filed herewith

\*\* Pursuant to Rule 406T of Regulation S-T, the Interactive Data Files on Exhibit 101 hereto are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, are deemed not filed for purposes of Section 18 of the Securities and Exchange Act of 1934, as amended, and otherwise are not subject to liability under those sections. The financial information contained in the XBRL(eXtensible Business Reporting Language)-related documents is unaudited and unreviewed.

(1) Includes the following unaudited materials contained in this Quarterly Report on Form 10-Q for the quarter ended June 30, 2013, formatted in XBRL: (i) Unaudited Condensed Consolidated Balance Sheets, (ii) Unaudited Condensed Consolidated Statements of Operations, (iii) Unaudited Condensed Consolidated Statements of Partners' Capital and Membership Interests, (iv) Unaudited Condensed Consolidated Statements of Cash Flows, and (v) Notes to Unaudited Condensed Consolidated Financial Statements.

## 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 thereunto duly authorized.

Summit Midstream Partners, LP

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(Registrant)

August 12, 2013

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

/s/ Matthew S. Harrison

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Matthew S. Harrison, Senior Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)

**CERTAIN MATERIAL (INDICATED BY THREE ASTERISKS) HAS BEEN OMITTED FROM THIS DOCUMENT PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.**

## GAS PURCHASE AGREEMENT

THIS GAS PURCHASE AGREEMENT (“**Agreement**”) is entered into this 20<sup>th</sup> day of December, 2010 (the “**Effective Date**”) by and between **Bear Tracker Energy, LLC.**, with offices at 1512 Larimer Street, Suite 540, Denver, CO 80202, hereinafter referred to as “**Buyer**”, and **EOG Resources, Inc.**, a Delaware Corporation, whose corporate address is 1111 Bagby, Sky Lobby 2, Houston, Texas 77002, hereinafter referred to as “**Seller**”.

### RECITALS

1. Seller owns and holds, or has an interest or interests in certain oil and gas leases, wells, and/or lands within the area described in Exhibit “A” attached hereto and by reference made a part hereof (the “**Area of Dedication**”), and may own or hold additional interests in oil and gas leases, wells, and/or lands acquired by Seller within the Area of Dedication during the term of this Agreement that are not then dedicated to another purchaser or other facilities, said existing or subsequently acquired oil and gas leases, wells and/or lands and formations thereunder hereinafter referred to as the “**Leases**”. Seller desires to commit to Buyer all of the Gas for sale owned by Seller which is produced and saved from wells operated by Seller (covered hereunder (“**Seller’s Gas**”) at or near Seller’s lease separation facilities. “**Third Party Gas**” shall mean any Gas produced from wells operated by parties other than Seller. Seller’s Gas shall not include any Third Party Gas. Buyer recognizes that Seller’s commitment to Buyer shall require Buyer, under the terms and for the consideration herein expressed, to purchase all such Seller’s Gas.
2. Buyer desires to purchase from Seller Seller’s Gas, at or near Seller’s lease separation facilities, utilizing the facilities constructed, owned and operated by Buyer under the terms and for the consideration herein expressed.
3. Buyer acknowledges that: (i) Seller’s commitment of the Area of Dedication and Seller’s Gas in return for construction and operation of Buyer’s Gathering System (as defined below) forms the basis of this Agreement, (ii) Seller’s commitments are enabling Buyer to build its Initial System (as defined below); and (iii) Priority Service (defined below) shall be provided by Buyer to all volumes of Seller’s Gas, up to Seller’s Capacity (as defined below) before Buyer gathers any volume of Third Party Gas.
4. Buyer shall install, own, operate, and maintain a natural gas gathering system, compression facilities, Receipt Point metering, and related facilities to be located in [\*\*\*], North Dakota. Said facilities shall enable Buyer to purchase, and accept delivery of all of Seller’s Gas produced and saved from Seller’s Wells on the Leases, at Seller’s Receipt Points and make allocations of Field Condensate, Field Fuel and Flare Gas back to all of the Receipt Points, as such terms are defined herein.

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\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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5. Contemporaneous with this Agreement, Buyer will enter into a gas purchase agreement with [\*\*\*] (“**[\*\*\*]**”), pursuant to which Buyer shall resell Purchased Gas hereunder to [\*\*\*] (“**[\*\*\*]Contract**”), and a Right of Way and Fee Lands Acquisition Services Agreement with [\*\*\*].

NOW THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the parties hereto agree as follows:

### ARTICLE I

#### REPRESENTATIONS OF SELLER

1.1 Seller represents and warrants to Buyer, its successors and assigns, that Seller owns and has the right to market Seller’s Gas and that Seller has constructed, intends to construct, or shall cause to be constructed, the facilities necessary, if any, to enable Seller to sell and deliver to Buyer for sale at Seller’s Receipt Points, as hereinafter set forth, all of Seller’s Gas, except as provided in Section 2 of the GT&C, in accordance with the terms and provisions of this Agreement. In the event other working interest parties in the wells operated by Seller within the Area of Dedication fail to take their share of production in kind from time to time, and Seller elects to temporarily market the shares of production of such working interest owners (the “**Other WI Owners**”), then Seller shall have the right to tender such working interest owners’ share of Gas production under this Agreement (“**Other WI Owner Gas**”) and Buyer, to the extent it has capacity in Buyer’s Gathering System and to the extent [\*\*\*] purchases such Gas from Buyer, agrees to purchase such Other WI Owner Gas, except as provided in Section 2 of the GT&C, on the same terms and conditions as it purchases Seller’s Gas; provided, however, that such Other WI Owner Gas shall not thereby become dedicated to this Agreement and such Other WI Owners shall retain their right and obligation to take their share of production in kind. To the extent Seller tenders Other WI Owner Gas, Seller represents and warrants to Buyer, its successors and assigns, that Seller has the right to market same under the authority of joint operating agreements or other contracts with such working interest owners.

1.2 It is expressly agreed by the Parties that Seller does not commit to the performance of this Agreement any Gas attributable to the interests of Other WI Owners in the wells operated by Seller within the Area of Dedication. Furthermore, Buyer shall have the right but not the obligation to accept Gas attributable to Other WI Owners in the wells operated by Seller within the Area of Dedication hereunder.

### ARTICLE II

#### COMMITMENT OF SELLER’S GAS

2.1 Subject to Section 2 of the GT&C, Seller hereby commits to the performance of this Agreement all of Seller’s Gas produced and saved from the Leases and to ensure the faithful performance of the provisions of this Agreement, Seller covenants to sell and deliver same to Buyer at Seller’s Receipt

Points to be installed in the Area of Dedication without other disposition except as herein otherwise provided. Upon the execution of this Agreement, Seller shall have obtained a release from [\*\*\*] of all dedications of Seller's interests in the Area of

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\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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Dedication that had been subject to that certain Gas Purchase Agreement between Seller and [\*\*\*] dated March 1, 2008.

2.2 It is expressly agreed by the Parties that as to any leases within the Area of Dedication acquired by Seller during the Primary Term hereof which at the time of Seller's acquisition are subject to commitments which conflict with Seller's commitment herein (a "**Conflicting Commitment**"), Seller's Gas attributable to the Conflicting Commitment shall be exempted from Seller's commitment for the remaining term of the Conflicting Commitment which term shall not be extended by Seller unless and until Buyer has provided notice to Seller under subparagraph B below. At least one hundred eighty (180) days prior to the expiration of the term of the Conflicting Commitment, Seller shall submit to Buyer all pertinent information in its possession regarding Seller's Gas attributable to the Conflicting Commitment in order to allow Buyer to assess the viability of adding same to this Agreement upon expiration of the term of the Conflicting Commitment.

A. If Buyer, at its sole discretion, elects to have Seller's Gas attributable to the Conflicting Commitment added to this Agreement at the expiration of the term of the Conflicting Commitment, then Buyer shall submit to Seller the applicable amendment(s) to this Agreement to add Seller's Gas attributable to the Conflicting Commitment to this Agreement.

B. If Buyer, at its sole discretion, elects not to have Seller's Gas attributable to the Conflicting Commitment added to this Agreement at the expiration of the term of the Conflicting Commitment, then Buyer shall so notify Seller within sixty (60) days after receipt of Seller's information regarding Seller's Gas attributable to the Conflicting Commitment and shall provide Seller with a release in recordable form of such Seller's Gas attributable to the Conflicting Commitment, and neither party will have further obligation to the other with respect to Seller's Gas attributable to the Conflicting Commitment.

### ARTICLE III CONSTRUCTION OF WELL CONNECT FACILITIES

3.1 **Facilities.** It shall be the obligation of Buyer to connect each of the wells within the Area of Dedication which Seller operates and in which Seller has an interest ("**Seller's Wells**") and to ensure the faithful performance of the provisions of this Agreement subject to the terms and provisions below:

A. Buyer will construct, operate and maintain a natural gas gathering system located as necessary to enable Buyer to purchase Seller's Gas from the Area of Dedication at the Receipt Points and gather and deliver such Gas to [\*\*\*] for resale at a location mutually agreeable to Buyer and [\*\*\*] at the inlet of [\*\*\*] Plant located in the [\*\*\*] of Section [\*\*\*] in Township [\*\*\*], Range [\*\*\*],[\*\*\*] County, North Dakota (the "[\*\*\*] **Delivery Point**"), the foregoing gathering system being referred to as "**Buyer's Gathering System**", or the "**Bakken Lite System**". Buyer's Gathering System will consist of a Trunkline and Lateral Lines, as described below:

(i) "**Trunkline**" means the pipeline gathering facilities consisting of 3-inch, 4-

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\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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inch and 6-inch diameter steel pipe running from the [\*\*\*] Delivery Point upstream within the Area of Dedication.

(ii) "**Lateral Lines**" means the pipeline gathering facilities from the Receipt Point(s) to an interconnection with the Trunkline, together with appurtenances thereto, including metering facilities and valves.

B. Buyer shall provide wellhead Receipt Point metering and telemetry ("**Metering Equipment**") and shall permit Seller and [\*\*\*] to have access to such Metering Equipment in accordance with reasonable procedures established, from time to time, by Buyer.

The initial Trunkline and the initial Lateral Lines, well connections, compressors, dehydrators, Metering Equipment, slug catchers at field compression facilities and related, appurtenant facilities described on Exhibit "C" are referred to as the "**Initial System**". It is understood that Buyer will not be responsible for the installation or costs of measuring equipment and slug catchers at the [\*\*\*] Delivery Point, all of which shall be the responsibility of [\*\*\*].

C. Buyer's Initial System will be designed and constructed to:

(i) be capable of handling the currently existing and anticipated Gas volumes provided by Seller to Buyer periodically in accordance with Seller's drilling and development plans for Seller's Wells to be drilled in the area described in Exhibit C-1, up to a number of wells comprising the Well Connection Commitment (as defined below);

(ii) provide a nominal average operating pressure at the Receipt Points of [\*\*\*] psig;

(iii) provide a delivery pressure into [\*\*\*]'s facilities at the pressures prevailing at the [\*\*\*] Delivery Point ([\*\*\*] exceed [\*\*\*] psig);

(iv) provide compression and dehydration services as determined necessary by Buyer.

D. Subject to any grant of specific capacity on any particular lateral or segment as may be provided pursuant to Section 3.1, I., below, in order to meet Buyer's obligation to purchase Seller's Gas hereunder, Buyer shall reserve capacity in Buyer's Gathering System equal to at least [\*\*\*]% of the then applicable Seller's Minimum Monthly Volumes, in the aggregate, for the benefit of Seller ("**Seller's Capacity**"). Buyer shall provide the Seller's Capacity on the Trunkline and although there will be no specific portion of Seller's Capacity allocated to each of the Lateral Lines, Buyer will design the Lateral Lines to accommodate all of Seller's Gas delivered to such Lateral Lines. Any capacity available in the Buyer's Gathering System in excess of the actual amount of

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Gas tendered for sale by Seller to Buyer each Day hereunder, shall be available to Buyer for other volumes owned or controlled by Buyer on such Days.

E. Upon the execution of this Agreement, and subject to events of Force Majeure, weather related construction delays and associated cost implications and the availability of raw materials, Buyer shall promptly commence the construction and installation of the Initial System, and shall use all commercially reasonable efforts to complete construction of the Initial System and be capable of receiving Seller's Gas as soon as practical, anticipated within ten (10) months of the execution of this Agreement.

F. The construction of Buyer's Gathering System shall include the installation of Receipt Points for each of Seller's Wells existing as of the date of this Agreement.

G. After installation of the Initial System, Buyer will install and connect Receipt Points and Lateral Lines for subsequent wells operated by Seller within the Area of Dedication, subject to the other terms of this Agreement. Subject to delays occasioned by conditions of Force Majeure, weather related construction delays and associated cost implications and the availability of raw materials, Buyer will use commercially reasonable efforts to install such facilities to begin receipts of Seller's Gas from such additional wells within [\*\*\*] days following written request from Seller for such connection.

H. Seller shall pay a connection fee to Buyer equal to [\*\*\*] for each well connected to Buyer's Gathering System during each calendar year through 2012 ("**Connection Fee**"). Buyer will invoice Seller for Connection Fees not more frequently than once each calendar quarter, and Seller shall pay the invoiced amounts within 30 days of receipt of the invoice. Seller commits to provide for connection to Buyer's Gathering System, and/or pay the Connection Fee, for the connection of [\*\*\*] Seller's Wells in the area described in Exhibit C-1 ("**Well Connection Commitment**"). Seller anticipates that a total of [\*\*\*] wells will be connected by the end of 2012. Within ninety (90) days following the end of 2012, the parties shall determine the number of Seller's Wells connected to Buyer's Gathering System and the Connection Fees paid by Seller through 2012, and if such Connection Fees are less than [\*\*\*], Seller shall pay Buyer the difference ("**Well Connection Deficiency Payment**"). Payment shall be due no later than thirty (30) days after receipt of an invoice from Buyer to Seller. After satisfaction of the Well Connection Commitment, Buyer shall connect all subsequent Seller's Wells to Buyer's Gathering System in the Area of Dedication at no cost to Seller except as provided in 3.1, I., below.

I. In the event that Seller requests a well connection and the requested connection will require costs greater than [\*\*\*], prior to such time as Seller has met the Well Connection Commitment, or [\*\*\*], anytime thereafter, then upon agreement of the parties and completion of that well connection, Seller's Gas utilizing such connection will be charged the Base Fee, without respect to what is then being charged for other Seller's Gas, until Buyer recoups such actual costs above [\*\*\*] or [\*\*\*], as the case may be ("**Excess Connection Cost**"), as provided below. Buyer shall be entitled to be reimbursed for the Excess Connection Cost, unless Seller or a third party drills additional wells that are connected to the same Lateral Line and Buyer recoups the Excess

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Connection Cost of that Lateral Line from all service fees (including Seller's Services Fee) assessed on Gas received from all wells connected to that Lateral Line within two (2) years following the date that the initial well on that Lateral Line is connected to Buyer's Gathering System. It is provided, however, that service fees assessed to a third party for wells connected to the same Lateral Line shall only be applied to the recoupment of the Excess Connection Costs during the periods in which Seller is receiving a credit against Seller's Minimum Monthly Volume obligation with respect to those Third Party Gas under the provisions of Section 4.3, below. At the end of that two-year period, if Buyer has not recouped the Excess Connection Cost for that Lateral Line, Seller and any other third party connected to such Lateral Line shall pay their pro-rata share of the difference to Buyer within thirty (30) days of invoice from Buyer. In the event Seller agrees to pay Buyer some or all of the Excess Connection Cost, or any connection fee after the satisfaction of the Well Connection Commitment, then Buyer and Seller shall mutually agree upon a specified firm capacity on such Lateral for Seller's Gas and Buyer shall give Seller's Gas priority over all other Gas in such Lateral.

J. In the event that funding sources used by Buyer to fulfill its obligations hereunder should elect to not provide any further funding to Buyer, then within thirty (30) days following such event, Buyer shall submit a statement to Seller indicating the purchase price for Buyer's Gathering System ("**Purchase Price Statement**") and Seller shall have the right but not the obligation to purchase Buyer's Gathering System in accordance with the following:

(i) The purchase price shall be equal to [\*\*\*]% of the Actual Costs incurred in constructing and installing all portions of Buyer's Gathering System to the date of sale to Seller, less any Connection Fees and Well Connection Deficiency Payments paid by Seller to Buyer to date, if Seller so elects.

(ii) Seller shall have ninety (90) days following receipt of the Purchase Price Statement in which to elect, in writing, whether or not to consummate the purchase of Buyer's Gathering System. During this period, the Parties shall discuss in good faith any questions that Seller has about the calculation of the purchase price as set forth in the Purchase Price Statement, and Seller shall have the right to conduct a due diligence review of any Buyer contracts that Seller may be required to assume in conjunction with its purchase of Buyer's Gathering System and to review the Actual Costs. If Seller fails to respond, in writing, within that ninety (90) day period, Seller will be deemed to have elected not to purchase Buyer's Gathering System.

(iii) If Seller elected to consummate the purchase, then it must remit the purchase price to Buyer within thirty (30) days after the ninety (90) day period set forth in (ii), above, and upon such receipt Buyer will execute and deliver appropriate assignments and bills of sale to convey Buyer's Gathering System, to Seller, which shall be on an "as is, where is" basis, with no warranties or representations; provided, Buyer will convey Buyer's Gathering System free and clear of all liens, security interest or encumbrances arising by, through or under

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Buyer.

(iv) If Seller elects, or is deemed to have elected, not to purchase Buyer's Gathering System, then Buyer shall be relieved of any further obligations hereunder to install any portions Buyer's Gathering System or to connect any additional Receipt Points hereunder; provided however, in such event Buyer shall release any portion of Seller's Area of Dedication not then connected to Buyer's Gathering System. In that event, for each of Seller's Wells tendered to Buyer for connection that Buyer declines to connect, the Well Connection Commitment shall be eliminated by the number of such wells. Further, the Minimum Monthly Volume shall be adjusted by multiplying the then applicable Minimum Monthly Volume by a fraction, the numerator of which is the total number of Seller's Wells connected by Buyer and the denominator of which is the sum of the number of Seller's Wells connected by Buyer plus the number of Seller's Wells that Buyer declined to connect.

3.2 Upon the execution of this Agreement, and thereafter by October 15th of each calendar year, Seller shall communicate its drilling plans in writing for the next calendar year to Buyer. Additionally, on or before the last day of each Accounting Period, Seller shall notify Buyer of any changes or additions to its drilling plans for the succeeding twelve (12) Accounting Periods. As to each of Seller's Wells included in the drilling plans which Seller expects to have completed and ready for production within the next twelve (12) months and for which Seller requests connection, Buyer shall immediately proceed to acquire the necessary rights-of-way and other required permits. Subject to conditions of Force Majeure, Buyer will use its commercially reasonable efforts to proceed with the construction and installation of the required facilities (including, but not limited to, gathering lines, measurement equipment and compression) necessary to receive Seller's Gas from Seller's Wells at the Receipt Points and to receive such Gas into Buyer's Gathering System by the time the applicable well(s) become ready for initial production or [\*\*\*] days following the date of Seller's request to connect such wells, whichever is later.

3.3 The Parties acknowledge that [\*\*\*] shall acquire certain rights of way for that portion of Buyer's Gathering System necessary for the connection of Seller's operated wells within the Area of Dedication under the terms of that certain Right of Way and Fee Lands Acquisition Services Agreement of even date herewith, between [\*\*\*] and Buyer.

#### ARTICLE IV

##### PRIORITY, ORDER OF CURTAILMENTS AND GAS RECEIPTS

4.1 Seller shall deliver and sell all of Seller's Gas to Buyer, and Buyer shall receive and purchase all of Seller's Gas on a Priority basis, up to the Seller's Capacity. It is provided, however, that if [\*\*\*] curtails receipts of Gas from Buyer under the [\*\*\*] Contract, for any reason other than a default of Buyer under this Agreement or the [\*\*\*] Contract or a breach of either agreement, Buyer shall have no liability for curtailment of Seller's Gas; provided, the foregoing shall not relieve Seller of its obligations to deliver the Minimum Monthly Volumes.

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4.2 Commencing on the date that the Initial System is in service, Seller agrees to deliver a minimum monthly volume of gas from Seller's Wells within the Area of Dedication, as measured at the Receipt Points, averaged on a calendar year basis, to Buyer for purchase as follows ("**Minimum Monthly Volume**"):

| <u>Year</u> | <u>Minimum Monthly Volume</u><br><u>(in Mcf)</u> |
|-------------|--|
| 2011        | [***]  |
| 2012        | [***]  |
| 2013        | [***]  |
| 2014        | [***]  |
| 2015        | [***]  |

|      |       |
|------|-------|
| 2016 | [***] |
| 2017 | [***] |
| 2018 | [***] |
| 2019 | [***] |
| 2020 | [***] |

Notwithstanding the foregoing, if the initial date that Buyer’s Initial System is in service, is not the first day of a month, then Seller’s Minimum Monthly Volume obligation for that month shall be pro-rated on a daily basis based on the number of days in the month beginning with the in-service date.

4.3 For all volumes of Third Party Gas gathered by Buyer utilizing portions of Buyer’s Gathering System initially installed by Buyer to receive Seller’s Gas, the following formula will be used to determine a credit to Seller against Seller’s commitment to deliver the Monthly Minimum Volume. The credit against Seller’s Minimum Monthly Volume commitment shall incorporate, at a minimum, Buyer’s recovery of its incremental capital and direct operating and maintenance expenses expended by Buyer to connect the Third Party Gas, the fees charged by Buyer for the Third Party Gas, and an after tax rate of return to Buyer equal to [\*\*\*] percent ([\*\*\*]%). The agreed upon credit to Seller (“Volume Credit”) shall be applied against Seller’s Minimum Monthly Volume obligation each year in accordance with the following formula:

$$\text{Volume Credit} = [***]$$

4.4 Within ninety (90) days following the end of calendar year 2011, and within ninety (90) days following each calendar year thereafter, Buyer shall determine the aggregate volume of Seller’s Gas delivered to Buyer at the Receipt Points (“**Actual Deliveries**”) in comparison to the applicable aggregate Monthly Minimum Volumes for that calendar year. To the extent that the aggregate of the Monthly Minimum Volumes for the calendar year exceed Actual Deliveries for that calendar year, the difference shall then be reduced by any applicable Excess Deliveries, as provided below, and any Volume Credits for Third Party Gas, with any resulting, positive net amount being the “**Short-Fall Volumes**”. In the event of Short-Fall Volumes during any calendar year, Seller shall make a cash payment to Buyer (each, a “**Short-Fall Payment**”). The Short-Fall Payment shall be equal to the Short-Fall Volumes, in Mcf, multiplied by the Services

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Fee in effect during the applicable calendar year. Furthermore, any Short-Fall Payment shall be reduced by the product of the volume of any Gas that was curtailed or shut-in by Buyer, due to Buyer’s failure, fault or breach of the [\*\*\*] Contract, but excluding any curtailments due to any portion of Seller’s Gas failing to meet the quality specifications set forth in this Agreement, if applicable, multiplied by the Services Fees in effect for the calendar year for which the Short-Fall Payment is due.

4.5 Aggregate deliveries of Purchased Gas by Seller from Seller’s Wells within the Area of Dedication in any given calendar year that exceed the Monthly Minimum Volumes (each such occurrence, the “**Excess Deliveries**”) shall be credited to Seller as follows:

- A. In the event Seller made one or more Short-Fall Payments, Excess Deliveries will first be credited toward the first year for which a Short-Fall Payment had been made, and Buyer would refund to Seller that portion of the Short-Fall Payment, without interest, made-up by the subsequent year’s Excess Deliveries, by multiplying the Excess Deliveries, in Mcf, by the Services Fees in effect for the calendar year for which the Short-Fall Payment was made. Credit for Excess Deliveries shall continue to be credited toward prior years’ Short-Fall Payments in the foregoing manner, with corresponding refunds of Short-Fall Payments, until the Excess Deliveries have been exhausted.
- B. To the extent all prior years’ Short-Fall Payments have been fully refunded by Buyer to Seller due to Excess Deliveries, any remaining Excess Deliveries shall be credited toward Seller’s next calendar year’s commitment of Monthly Minimum Volumes.

4.6 Seller acknowledges and understands that Buyer will receive and purchase Seller’s Gas utilizing Buyer’s Gathering System which may also receive Third Party Gas delivered to Buyer by other parties.

4.7 In the event Buyer lacks sufficient capacity in Buyer’s Gathering System due to Seller’s breach of this Agreement or [\*\*\*]’s breach of the [\*\*\*] Contract or Seller’s or [\*\*\*]’s default under either Agreement, Buyer shall curtail Gas at its discretion. In all other cases, the capacity on Buyer’s Gathering System, as such exists from time to time, shall be allocated first to any Priority Service agreements, second to any Firm Service agreements, and finally to any Interruptible Service agreements, and then, within each category of service, on the basis of contract effective date, where contracts with previous effective dates take priority over contracts with subsequent effective dates. No curtailments of a higher priority service shall occur until all Gas from a lower priority service has been completely curtailed. Buyer covenants that it will not enter into any Priority Service agreements with customers other than Seller or its affiliates.

4.8 Buyer agrees that it will not process the Purchased Gas for the extraction of NGLs .

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5.1 The General Terms and Conditions set forth in the attached Exhibit "B" are by this reference hereby incorporated into and made an integral part of this Agreement (the "GT&C"). In the event of any conflict between the terms as set out in the body of this Agreement and those set out in the GT&C, the terms in the body of this Agreement shall control.

## ARTICLE VI

### CONSIDERATION & FEES

6.1 Effective on the date of first deliveries of Seller's Gas under this Agreement, Seller shall receive as full consideration for all of Seller's Gas and Other WI Owner Gas purchased hereunder (the "**Purchased Gas**") the following:

- A. Buyer's covenant that all Purchased Gas will be resold by Buyer to [\*\*\*] under the [\*\*\*] Contract; and
- B. Payment by Buyer of all actual proceeds received by Buyer from [\*\*\*] for the Purchased Gas resold to [\*\*\*] under the [\*\*\*] Contract, plus the net proceeds received by Buyer for all Field Condensate allocable to the Purchased Gas which Field Condensate was not delivered to [\*\*\*] for the account of Seller, if applicable, taking into marketing and transportation costs, less an amount equal to the Services Fee, as determined and described in Section 6.4, below, multiplied by the volume (in Mcf) of Purchased Gas as measured at the Receipt Points.

6.2 In addition to the proceeds received by Buyer from [\*\*\*] for the Purchased Gas resold to [\*\*\*] under the [\*\*\*] Contract, Buyer shall, as agent for Seller, receive from [\*\*\*] certain proceeds representing Plant Products Revenues and Field Condensate Revenues attributable to the NGLs and Field Condensate sold by Seller to [\*\*\*] under separate agreement, and will disburse those Plant Products Revenues and Field Condensate Revenues along with Residue Gas and Bypassed Gas proceeds, net of fees to Seller, in accordance with Section 10., C., of the GT&C. Buyer is acting as disbursement agent for the purpose of properly allocating Plant Products Revenues and Field Condensate Revenues to the Receipt Points where it receives EOG's Gas and to the receipt points where Buyer receives Gas from third parties. Seller shall have the right to terminate such agency arrangement for the disbursement of Plant Products and Field Condensate Revenues at any time, in its sole discretion, upon one (1) day's prior written notice from Seller to Buyer and [\*\*\*]. In the event Seller terminates such agency arrangement, then [\*\*\*] shall disburse EOG's Plant Products and Field Condensate Revenues directly to EOG; provided, however, the termination of such agency arrangement shall not relieve Buyer of its obligations to perform any of its required allocations hereunder or, in its role as "Seller," under the [\*\*\*] Contract.

6.3 In the event the sum of the proceeds from the sale of the Purchased Gas and, when applicable, the proceeds of any "Field Condensate Revenues" for Field Condensate and the proceeds of any "Plant Products Revenues" for Plant Products sold by [\*\*\*] (as each of those terms are defined in the [\*\*\*] Contract) when Buyer is acting as Seller's disbursement agent, is less than the amount of the Services Fee multiplied by the volume (in Mcf) of such Purchased Gas owed by Seller, each as referred to in Section 6.1 B, above, then Buyer shall invoice Seller for such difference. Seller shall pay any such invoice within ten (10) days of receipt.

6.4 The "**Services Fee**" shall be the lesser of the Base Fee or the Variable Fee. The Base Fee and the Variable Fee are derived as follows:

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A. Base Fee — the "Base Fee" shall be [\*\*\*],

B. Variable Fee — the "Variable Fee" shall be a per Mcf fee derived by taking into account the following:

- (1) the Actual Cost(s) incurred by Buyer to receive Seller's Gas, as of the date of initial deliveries of Seller's Gas into Buyer's Gathering System and mutually agreed upon estimated costs for completion of Buyer's Gathering System,
- (2) the Minimum Monthly Volumes,
- (3) an annual operating cost and general and administrative cost in accordance with Exhibit "D", attached hereto,
- (4) a [\*\*\*] percent ([\*\*\*]%) after tax rate of return on capital amortized over a 10-year period, all as depicted in Exhibit "D", attached hereto, and
- (5) revenues received from Buyer during the period from initial deliveries to the date of determination.

6.5 Service Fee Adjustments.

A. [\*\*\*] percent ([\*\*\*]%) of the Services Fee shall be adjusted annually, up or down, during the term of this Agreement, for the prospective calendar year, the first prospective calendar year being 2012, based on the percentage change in the annual average in the "Consumer Price Index for All Urban Consumers (CPI-U) : U.S. city average - All items " which occurred in the preceding Calendar Year as published by the United States Department of Labor, Bureau of Labor Statistics for the previous calendar year.

B. The Variable Fee shall be subject to adjustments in accordance with Exhibit "D". Each Variable Fee adjustment will occur within sixty (60) days of the end of each calendar year 2011 and 2012 only, taking into account the Actual Costs incurred by Buyer as of such dates, and the estimated capital costs to be incurred by Buyer in completing Buyer's Gathering System, as then anticipated, but in any event as necessary to complete the connection of all of the wells subject to Seller's Well Connection Commitment and the remaining facilities described on Exhibit "C". In order to calculate any Variable Fee adjustments, the highlighted portions of Exhibit "D" are subject to modification to reflect Actual Costs expended. Further, the Variable Fee shall be adjusted to reflect any Services Fee over-collection by Buyer once Actual Costs are finally determined and the Variable Fee is calculated.

6.6 **Fuel.** Seller and all other third parties connected to Buyer's Gathering System shall bear their proportionate share, as determined in Section 8, of the General Terms and Conditions, of actual Field Fuel, Flare Gas, Lost and Unaccounted For Gas or its equivalent

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dollar amount in electric power cost incurred by Buyer in lieu of fuel, as applicable, and required to gather the Gas from the Receipt Points to the [\*\*\*] Delivery Point.

ARTICLE VII

NOTICES

7.1 All notices and communications required or permitted under this Agreement shall be in writing and shall be considered as having been given if delivered personally, or when received by mail, by fax (confirmed as received before 5 p.m. at the place of receipt), or by express courier, postage prepaid, by either party to the other at the addresses given below. Routine communications, including monthly statements, shall be considered as duly delivered when mailed by ordinary mail or by electronic means. Unless changed upon written notice by either party, the addresses are as follows:

**TO: SELLER:**

For Payment By Wire:

[\*\*\*]

For Contract Notification:

EOG Resources, Inc.  
P. O. Box 4362  
Houston, Texas 77210-4362  
Attn.: Director, Marketing Administration

Telephone: [\*\*\*]

Facsimile: [\*\*\*]

With copy to:

EOG Resources, Inc.  
600 17<sup>th</sup> Street, Suite 1000N  
Denver, CO 80202  
Phone: [\*\*\*]  
Fax: [\*\*\*]  
Attention: [\*\*\*]

For Accounting & Statements:

EOG Resources, Inc.  
P. O. Box 4362  
Houston, Texas 77210-4362  
Attn.: EOGR Revenue Accounting

Telephone: [\*\*\*]

Facsimile: [\*\*\*]

Street Address:

EOG Resources, Inc.  
1111 Bagby, Sky Lobby 2  
Houston, Texas 77002-4005

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**TO: BUYER:**

Bear Tracker Energy, LLC  
1512 Larimer Street, Suite 540  
Denver, CO 80202  
Phone: [\*\*\*]  
Fax: [\*\*\*]

For Accounting Matters: Attention: VP Finance  
For Operational Matter: Attention: VP Engineering

ARTICLE VIII

TERM

8.1 This Agreement shall be in full force and effect as of the Effective Date and shall remain in full force and effect for a primary term of [\*\*\*] ([\*\*\*)] years (the “**Primary Term**”) and shall continue year to year thereafter until terminated by either party by providing written notice to the other party at least sixty (60) days prior to the expiration of the Primary Term, or any subsequent annual expiration date.

ARTICLE IX

MISCELLANEOUS

9.1 **Assignment.** Respecting certain rights of the Parties hereto:

A. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, assigns, heirs, administrators and/or executors and shall constitute a real right and covenant running with the Leases. Either Party may assign its right, title, and interest in, to and under this Agreement, including, without limitation, any and all renewals, extensions, amendments, and/or supplements hereto; provided, however, that no such assignment shall in any way operate to enlarge, alter, or change any right or obligation of the other Party or Parties hereto. No assignment shall be effective or binding without the written consent of the other Party, which consent will not be unreasonably withheld or delayed, and until a fully executed copy of same has been furnished to the other Party. Upon obtaining written consent, the party making the assignment shall be released from further obligations under this Agreement as to the interest so assigned.

B. Further, this Agreement, including, without limitation, any and all renewals, extensions, amendments and/or supplements hereto shall be binding upon any purchaser of Buyer’s Gathering System and upon any purchaser of Seller’s Leases, or any part thereof or interest therein which are subject to this Agreement. It is agreed that no sale of Seller’s Leases, or any part thereof or interest therein, or of all or substantially all of Buyer’s Gathering System, shall be made unless the purchaser thereof shall assume and agree to be bound by this Agreement insofar as the same shall affect and relate to the Leases, Buyer’s Gathering System or interests so sold or conveyed. Interests owned in the Area of Dedication by a purchaser of any of Seller’s Leases that was owned prior to the effective date of such purchase shall not become subject to this Agreement by virtue of such purchase. It is further agreed, however, that nothing herein

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contained shall in any way prevent either Party hereto from pledging or mortgaging all or any part of such Party’s Leases or Buyer’s Gathering System as security under any mortgage, deed of trust, or other similar lien, or from pledging this Agreement or any benefits accruing hereunder to the Party making the pledge, without the assumption of obligations hereunder by the mortgagee, pledge or other grantee under such an instrument.

C. Nothing in this Agreement, expressed or implied, confers any rights or remedies on any person or entity not a party hereto other than successors and assigns, or heirs, administrators or executors of the Parties hereto.

9.2 Seller expressly does not by the terms of this Agreement, sell, transfer or assign unto Buyer any title or interest whatsoever in the Leases or any pipe, meters, lines or other equipment of any nature owned or used by Seller in the operation of Seller’s Wells and the Leases.

9.3 This Agreement, the Exhibits attached hereto, the [\*\*\*] Contract and the Right of Way and Fee Lands Acquisition Services Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes and renders null and void and of no further force and effect any prior understandings, negotiations or agreements between the Parties relating to the subject matter hereof, and all amendments and letter agreements in any way relating thereto. Except as provided for in Section 9.4, no provision of this Agreement may be changed, modified, waived or discharged orally, and no change, modification, waiver or amendment of any provision will be effective except by written instrument to be executed and approved by the Parties hereto.

9.4 The North American Energy Standards Board (“**NAESB**”) has and will continue to issue standards to which interstate pipelines must comply. To the extent that a standard affects the operation of this Agreement, Buyer shall have the right, upon notice to Seller, to modify the terms and conditions of this Agreement to conform this Agreement to such NAESB standard; provided, however, that no change to any commercial term of this Agreement shall be effective without Seller’s consent.

9.5 **Memorandum of Agreement.** Upon execution of this Agreement, the Parties agree to execute a Memorandum of this Agreement to which shall be attached an exhibit containing a legal description of the Area of Dedication, which Memorandum shall recite that the Parties have entered into this Agreement and that this Agreement provides for the dedication by Seller of Seller’s Gas produced and saved from the Leases, the purchase of such Seller’s Gas by Buyer pursuant to the terms and conditions set forth in this Agreement. Such Memorandum shall be placed of record in each County in which the Leases are located.

9.6 **Audits.** Respecting certain rights of the Parties hereto:

A. Upon thirty (30) days prior written notice, either Party shall have the right, at reasonable times during normal business hours, but no more frequently than once each calendar year, at its own expense, to examine the books and records of the other Party to the extent necessary to audit and verify the accuracy of any statement, charge, or computation made under or pursuant to this Agreement. All statements, allocations,

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measurement, and payments made in any period prior to the twenty-four (24) months period preceding the Month in which notice of audit is given by a Party shall be conclusively deemed to be true and correct and the scope of such audit shall be limited to statements, allocations, measurements and payments made during such twenty-four month period.

B. The Party conducting the audit shall have 180 days after commencement of the audit in which to submit a written claim, with supporting detail, for proposed adjustments. If the Party conducting the audit fails to submit a written report to the other Party within the 180-day period, then all statements, charges and computations made under or pursuant to this Agreement that were within the audit period shall be deemed to be appropriate and accurate. Upon receipt of an audit report, the Party being audited shall have one hundred eighty (180) days to make all recommended adjustments, or to notify the auditing party that it does not agree and its basis for disagreement. Any unresolved disagreements shall be resolved pursuant to Section 15 of the GT&C.

9.7 THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS. EXCLUSIVE VENUE FOR ANY SUIT, ACTION OR PROCEEDING BROUGHT BY EITHER PARTY IN CONNECTION WITH THIS AGREEMENT OR ARISING OUT OF THE TERMS OR CONDITIONS HEREOF SHALL BE IN HARRIS COUNTY, TEXAS. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT THEY MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IN THE STATE AND FEDERAL COURTS SITUATED IN THE CITY OF HOUSTON, HARRIS COUNTY, TEXAS.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

**Seller:**

**EOG Resources, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Buyer:**

**Bear Tracker Energy, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[\*\*\*]

**Acknowledges and Agrees to the Provisions of Article VI Concerning the Agency Arrangement Referred to Therein:**

By: [\*\*\*]  
Name: [\*\*\*]  
Title: [\*\*\*]

\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

**EXHIBIT "A"**

ATTACHED TO AND MADE A PART OF THAT CERTAIN GAS PURCHASE AGREEMENT  
by and between Bear Tracker Energy, LLC, as "Buyer" and  
EOG Resources, Inc. as "Seller"

**AREA OF DEDICATION**

The following lands located in [\*\*\*] Counties, North Dakota:

[\*\*\*]

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**EXHIBIT "B"**

ATTACHED TO AND MADE A PART OF THAT CERTAIN  
GAS PURCHASE AGREEMENT

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

For the purposes of the **Agreement** to which this Exhibit is attached, unless the context of the Agreement requires otherwise, the following terms and expressions used therein and in these GT&C shall be defined as follows:

- 1) “*Accounting Period*” shall mean a period of one calendar month, commencing at 9:00 a.m. Central Clock Time on the first day of each month, and ending at 9:00 a.m. Central Clock Time on the first day of the succeeding calendar month.
- 2) “*Actual Costs*” means the actual costs to install and construct Buyer’s Gathering System, including the Trunkline, or Lateral Lines, as applicable, together with appurtenant facilities, and shall include, all third party or field personnel costs of engineering, design and survey, easements and rights of way, procurement of pipe and appurtenances including any metering facilities, and construction and installation of the pipeline and the appurtenances, together with any other third party or field personnel costs or expenses incurred by Buyer in connection with the installation of the facilities that are normally capitalized pursuant to generally accepted accounting principles, together with administrative or overhead costs of Buyer.
- 3) “*Adjusted Gas Volume*” shall mean the quantity of Gas measured by Buyer at each Receipt Point as adjusted for any Field Condensate, Field Fuel, Lost and Unaccounted For Gas or Flare Gas removed from the raw Gas stream attributable to such Receipt Point upstream of the [\*\*\*] Delivery Point. Allocations shall be made by Buyer using Adjusted Gas Volumes as provided in Section 8 of these GT&C.
- 4) “*Btu*” (British thermal unit) shall mean the amount of heat required to raise the temperature of one (1) avoirdupois pound of pure water from fifty-eight and five-tenths degrees (58.5°) Fahrenheit to fifty-nine and five-tenths degrees (59.5°) Fahrenheit at [\*\*\*] psia.
- 5) “*Buyer’s Gathering System*” shall mean the pipelines (including the Trunklines, the Lateral Lines, field compression, dehydration equipment, Metering Equipment, slug catchers located at the Buyer’s field compressor stations and related equipment) and appurtenances constructed or acquired by Buyer for the purpose of accepting delivery and transmitting Seller’s Gas from the Receipt Points to the [\*\*\*] Delivery Point.
- 6) “*Cubic Foot of Gas*” shall mean the amount of Gas required to fill a cubic foot of space when the Gas is at a base pressure of [\*\*\*] psia and at a base temperature of sixty degrees (60°) Fahrenheit.

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- 7) “*Day*” or “*day*” shall mean the 24-hour period beginning and ending at 9:00 a.m. Central Clock Time.
- 8) “*Field Condensate*” shall mean any liquids or drip (condensed hydrocarbons), which have collected in and are removed from Buyer’s Gathering System upstream of the inlet to the [\*\*\*] Delivery Point.
- 9) “*Field Condensate Market Price*” shall mean the price received by Buyer for any Field Condensate sold during the Accounting Period.
- 10) “*Field Fuel*” shall mean any Gas consumed as fuel by Buyer for purposes of operating Buyer’s Gathering System.
- 11) “*Firm*” or “*Firm Service*” shall mean any Gas purchase or transportation commitment by Buyer that is not subject to prior claim by any other Firm or Interruptible customer, subject, however, to maintenance, repair and non-routine operating conditions and Force Majeure. Firm Service is the second highest priority service offered by Buyer.
- 12) “*Flare Gas*” shall mean any Gas which is burned and/or released to the atmosphere. The quantity of Flare Gas may be reasonably estimated by Buyer.
- 13) “*Gas*” shall mean the effluent vapor stream including all of the constituents thereof, including liquefiable hydrocarbons associated with the vapor stream, as produced from a well, whether a gas well or an oil well, and delivered into Buyer’s Gathering System by Seller and other producers at their respective Receipt Points.
- 14) “*GPM*” shall mean gallons per Mcf as more fully described in Section 7.G. of these GT&C.
- 15) “*Gross Heating Value*” shall mean the total or gross Btu’s produced by the complete combustion, at constant pressure, of the amount of Gas which would occupy a volume of one (1.0) cubic foot at a temperature of sixty degrees (60° F) Fahrenheit saturated with water vapor and under a pressure of [\*\*\*] psia with air of the same temperature and pressure as the Gas, when the products of combustion are cooled to the initial temperature of the Gas and air and when the water formed by combustion is condensed to the liquid state.
- 16) “*Interruptible*” or “*Interruptible Service*” shall mean any Gas purchase or transportation commitment by Buyer that is available after the provision of Priority and Firm Service, subject to (i) allocation or proration, (ii) the operational capacity of the Buyer’s Gathering System and (iii) Force Majeure.
- 17) “*Lost and Unaccounted For Gas*” shall mean meter variance and any other quantities of Gas lost or otherwise not accounted for incident to or occasioned by the gathering or compressing and redelivery, as applicable of Gas, including Gas released through leaks, instrumentation, relief valves, unmeasured flares, ruptured pipelines, and blow downs of pipelines, vessels, and equipment.
- 18) “*MCF*” or “*Mcf*” shall mean one thousand (1,000) cubic feet of Gas at a temperature of sixty degrees (60° F) Fahrenheit and under a pressure of [\*\*\*] psia.

- 19) "Mcf/d" means MCF per day.
- 20) "MMBtu" shall mean one million (1,000,000) Btu's.
- 21) "Month" or "month" shall mean the period beginning at 9:00 a.m. Central Clock Time on the first day of a calendar month and ending at 9:00 a.m. Central Clock Time on the first day of the next succeeding calendar month.
- 22) "Natural Gas Liquids," or "NGLs" shall mean such liquefiable hydrocarbons associated with the gas stream including, but not limited to, ethane, propane, iso-butane, normal butane, natural gasoline and heavier hydrocarbon liquids but excluding: (i) liquid hydrocarbons separated from the gas stream by the use of mechanical separators at or prior to Seller's Receipt Points; and (ii) any Field Condensate.
- 23) "Other WI Owner Gas" shall have the meaning set forth in Section 1.1 of the Agreement.
- 24) "Party" or "Parties" shall mean one or both, respectively, of the signatories to this Agreement.
- 25) "Priority" or "Priority Service" shall mean any Gas purchase or transportation commitment by Buyer that is not subject to prior claim by any other customer, subject, however, to maintenance, repair and non-routine operating conditions and Force Majeure. Priority Service is the highest priority service offered by Buyer.
- 26) "Psia" shall mean pounds per square inch absolute.
- 27) "Psig" shall mean pounds per square inch gauge.
- 28) "Purchased Gas" shall mean Seller's Gas and any Other WI Gas purchased by Buyer under the Agreement.
- 29) "Receipt Points" shall mean all the points at which Gas is received into Buyer's Gathering System.
- 30) "Seller's Gas" shall have the meaning set forth in Recital 1 of the Agreement.
- 31) "Well Connect Facilities" shall have the meaning set forth in Section 3.1. of the Agreement.

## 2. RECEIPT POINTS, PRESSURE AND OWNERSHIP

A. The Receipt Points for all Purchased Gas delivered under the Agreement shall be at the inlet of Buyer's metering facilities located at Seller's lease separation facilities or at such other Receipt Points as may be mutually agreed upon in writing by the Parties from time to time. Title, possession, and control of all Purchased Gas, excluding NGL's attributable thereto, shall pass from Seller to Buyer at the applicable Receipt Point(s). Title to such NGL's shall remain with Seller, while risk of loss for such NGLs shall remain with Buyer until the Purchased Gas is delivered to the [\*\*\*] Delivery Point.

B. Seller, at its own expense, shall equip, maintain and operate all facilities to deliver the Purchased Gas to Buyer at Seller's Receipt Points, including, but not limited to, installation and maintenance of Seller's gathering facilities and mechanical separation equipment. Seller shall deliver the Purchased Gas at pressures sufficient to enter Buyer's Gathering System as they exist from time to time.

C. Buyer shall construct, maintain, own and operate all necessary facilities to accept Seller's Gas and, to the extent Buyer has sufficient capacity, Other WI Gas tendered from Seller to Buyer at Seller's Receipt Points.

D. As between the Parties, Seller shall be in possession and control of the Seller's Gas and Other WI Gas deliverable under the Agreement and responsible for any injury or damage caused thereby until the same shall have been delivered to Buyer at Seller's Receipt Points, after which delivery Buyer shall be deemed to be in exclusive possession and control thereof and responsible for any injury or damage caused thereby until delivered at the [\*\*\*] Delivery Point.

## 3. RESERVATIONS AND COVENANTS OF SELLER

A. Seller, as a reasonable and prudent operator, hereby expressly reserves the following rights with respect to Seller's Gas and the Leases subject hereto:

- 1) The right to use the Gas produced from the Leases prior to delivery to Buyer for the following purposes:

- a) For fuel in the development and operation of the Leases from which the Gas is produced.
- b) For delivery to the lessors of the Leases of the Gas if such Lessors are entitled to use such Gas or take such Gas in kind under the terms of the Leases.
- c) For fuel in the operation of the facilities which Seller may install in order to deliver Gas hereunder in accordance with the terms hereof.
- d) Gas for secondary or tertiary recovery projects.

2) The right to pool or unitize the Leases (or any portion thereof) with other lands and leases so long as such action does not reduce Seller's Gas. In the event of any such pooling or unitization, the Agreement will cover Seller's interest in the pool or unit and the Gas attributable thereto to the extent that such interest is derived from Seller's Gas.

B. Seller shall provide to Buyer all information reasonably requested by Buyer to assist Buyer in making the allocations called for herein or required by Buyer's normal and customary accounting or contract administration practices.

C. Seller shall operate the Leases free of any control by Buyer, including without limitation, the right to enter into farmouts of any Lease subject to this Agreement, and to abandon any well and surrender any Lease when Seller deems the same no longer

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capable of producing Gas in commercial quantities under normal methods of operation. Seller shall not be required to produce any well or wells in any manner which in its sole judgment and discretion would not constitute good operating practice, nor shall Seller be obligated to drill additional wells or to deepen, repair or rework any existing wells.

D. In addition to Seller's reservation provided in Section 2.A. above, Seller shall retain all liquid hydrocarbons separated from the Purchased Gas by the use of mechanical separators at or prior to Seller's Receipt Points; provided however, that Seller shall not be permitted hereunder to remove or recover liquid hydrocarbons from the Purchased Gas other than such as can be removed through the use of conventional non-refrigerated type wellhead separators located at Seller's well heads.

#### 4. CAPACITY RESTRICTIONS AND CURTAILMENTS

During any period when (i) all or any portion of Buyer's Gathering System is shut down because of mechanical failure, maintenance or repairs or non-routine operating conditions; or (ii) the Gas available for receipt exceeds the capacity of Buyer's Gathering System; or (iii) Buyer determines that the operation of all or any portion of Buyer's Gathering System will cause injury or harm to persons or property or to the integrity of Buyer's Gathering System, Buyer will first curtail all Gas other than Gas representing Seller's Capacity, on a ratable basis, and to the extent additional curtailments are required, will curtail receipts of Seller's Capacity. To the extent that curtailments of Seller's Capacity occurs for more than [\*\*\*] ([\*\*\*) consecutive days or [\*\*\*] ([\*\*\*) days in any [\*\*\*] ([\*\*\*) day period, then Seller shall have the right to have Seller's Gas that is curtailed to be released from this Agreement until the first day of the Month following the Month in which Buyer provides notice to Seller that the curtailments will not be required. To the extent that curtailments of Seller's Capacity occurs for more than [\*\*\*] ([\*\*\*) consecutive days or [\*\*\*] ([\*\*\*) days in any [\*\*\*] ([\*\*\*) day period, then Seller shall have the right to have Seller's Gas that is curtailed to be permanently released from this Agreement.

#### 5. SELLER'S WARRANTIES

Seller hereby warrants title to the Purchased Gas sold and delivered hereunder and the right of Seller to sell the same; and Seller warrants that all such Gas is owned by Seller, or that Seller has the right to market said Gas, free from all liens and adverse claims of title ("**Adverse Claims**"), excluding liens to secure payments of production taxes, severance taxes, and other taxes. Seller agrees to indemnify Buyer and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of Adverse Claims, whether meritorious or not, of any and all persons, firms, or corporations to said Gas or to royalties, overriding royalties, taxes, license fees, or charges thereon. Buyer shall be entitled to recover all reasonable costs and attorneys' fees incurred by it as a result of its involvement in any action or claim involving Adverse Claims. When it shall appear to Buyer by reason of receipt of written notice of claim or dispute that the ownership or title to all or part of the Leases, or the Purchased Gas, may be in a party or parties other than Seller or the Other Wl Owners, then Buyer may suspend payments hereunder, up to the amount of such claim and without payment of interest, unless otherwise required by statute, and retain as security for the performance of Seller's obligations with respect thereto, a dollar amount up to the amount of such disputed ownership interest or claim until it has been finally determined and satisfied, or until Seller shall have furnished a bond to Buyer in an amount and with sureties satisfactory to Buyer, conditioned upon the protection of Buyer with respect to such ownership or claim.

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#### 6. EASEMENTS

To the extent that it may contractually or lawfully do so under its leasehold interest without impairing its own similar right, Seller hereby assigns and transfers to Buyer a non-exclusive right to use any easement across the Seller's Leases, and across any adjoining lands in which Seller may have an interest, for the purposes of installing, using, inspecting, repairing, operating, replacing, and/or removing Buyer's pipe, meters, lines, and other equipment used or useful in the performance of the Agreement. It is intended that any property of Buyer placed in or upon any of such land shall remain the personal property of Buyer, subject to removal by it upon the expiration or termination of the Agreement for any reason. Buyer shall have a reasonable time after the expiration or termination of the Agreement to remove same. Buyer shall indemnify and hold Seller harmless of and from any and all claims and damages for all injuries to persons, including death, or damage to property arising out of or related to Buyer's use of such easements and land.

## 7. GAS MEASUREMENT AND QUALITY

A. Buyer, at its expense, shall furnish, install, operate and maintain suitable measurement equipment, including orifice meters, meter tubes and electronic flow measurement computers accessed by supervisory control and data acquisition equipment at all Receipt Points for the accurate measurement and real-time reporting of the volume of the Seller's Gas and Other WI Gas tendered by Seller to Buyer for sale at the Receipt Points. Buyer, at its expense, shall also furnish, install, operate and maintain suitable metering equipment as required for the accurate determination and allocation of Field Fuel, Field Condensate and Flare Gas volumes separated or removed from the Gas prior to delivery to the [\*\*\*] Delivery Point. Each meter installed by Buyer shall be a meter acceptable in the industry and each meter shall be installed and operated in accordance with the requirements of applicable provisions in ANSI/API 2530, "Orifice Metering of Natural Gas" (American Gas Association Gas Measurement Committee Report No. 3) of the Natural Gas Department of the American Gas Association, as amended from time to time, or by any other method commonly used in the industry and mutually acceptable to the Parties. Buyer will have the right to utilize v-cone measurement facilities as considered acceptable in the industry; unless prohibited by statute or by any rule, regulation or order of any agency having jurisdiction over such issue. Any meter installed hereunder shall be open to inspection by Seller, or its designee, at all reasonable times. The charts and records pertaining to measurement hereunder shall be kept on file by Buyer, for the mutual use of the Parties, for a period of two (2) years after the Accounting Period to which such charts and records pertain. Buyer shall furnish to Seller direct access to meter data on meters installed by Buyer, allowing Seller to use the communications infrastructure installed by Buyer or Buyer shall allow Seller to build a separate communications infrastructure which includes but is not limited to placing separate radios on meters and towers owned by Buyer. If installing separate radios on towers owned by Buyer is not possible then, to the extent that Buyer's rights- of-way and easements allow for same, Buyer will allow Seller to position separate towers on Buyer's surface right-of-ways. On or before the tenth (10<sup>th</sup>) day of each Accounting Period Buyer shall furnish to Seller a production statement for

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the prior Accounting Period, including the volume in Mcf and the Gross Heating Value in MMBtu of the Purchased Gas received by Buyer at each of Seller's Receipt Points and allocations of Field Condensate, Field Fuel, Flare Gas and Lost and Unaccounted For Gas allocated between the [\*\*\*] Delivery Point and all Receipt Points on Buyer's Gathering System.

B. Seller may, at its option and sole expense, install, maintain and operate check meters and other equipment to check Buyer's meters; provided, however, that such check meters and other equipment shall be installed by Seller so as not to interfere with the operation of any of Buyer's Gathering System and the Well Connect Facilities. Buyer and Seller shall have access to each other's measuring equipment at all times during business hours, but the reading, calibrating and adjustment thereof and the changing of charts shall be done only by the employees or agents of Buyer and Seller, respectively, as to meters or check meters so installed hereunder.

C. For each new meter installed by Buyer, once each month during the first three (3) Accounting Periods and then semi-annually thereafter, unless otherwise required by statute, Buyer shall verify the calibration of such meter and make adjustments as necessary. Buyer shall give notice to Seller of the time of such calibrations sufficiently in advance of holding same in order that Seller may have its representative present. With respect to any test made hereunder, a registration within [\*\*\*] percent ([\*\*\*]%) of correct shall be considered correct. However, the meter or meters shall be adjusted to read as accurately as practicable as soon as possible thereafter. Either party at any time may request a special test of any meter. The expense of any such special test shall be borne by the Party requesting same if the meter registration is found to be correct and by Buyer if found to be incorrect. Settlement for any period during which the meter registration deviates by more than [\*\*\*] percent ([\*\*\*]%) and by more than [\*\*\*] Mcf per Month shall be corrected at the rate of inaccuracy for any period of inaccuracy which is definitely known or agreed upon; but in case the rate is not definitely known or agreed upon, then either for a period of fifteen (15) days prior to the date of said test, or for a period calculated from the beginning of the Accounting Period in which the test was conducted, whichever is longer. The rate of the inaccuracy shall be estimated and agreed upon by the Parties hereto on the basis of the best available data, using the first of the following methods which is feasible:

- 1) By using the registration of any check meter or meters if installed and accurately registering; or, in the absence thereof,
- 2) By calibration, test, or mathematical calculation; or
- 3) By estimation based on comparison of the quantity of deliveries with deliveries during preceding periods under similar conditions when the meter was registering accurately.

D. All fundamental constants, observations, records and procedures involved in the determination and/or verification of the quantity and other characteristics of Gas measured hereunder, unless otherwise specified herein, shall be in accordance with the applicable provisions in ANSI/API 2530, "Orifice Metering of Natural Gas" (American

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Gas Association Gas Measurement Committee Report No. 3) of the Natural Gas Department of the American Gas Association, as amended from time to time, or by any other method commonly used in the industry and mutually acceptable to the Parties. The average local atmospheric pressure shall be assumed to be [\*\*\*]. The temperature of Gas flowing through each meter shall be determined by a recording thermometer, installed by Buyer at its sole cost and expense to properly record the temperature of the flowing Gas, and the arithmetical average of the temperature recorded while the Gas is flowing during each meter chart interval shall be used in correcting amounts delivered hereunder to a temperature base of sixty degrees Fahrenheit (60° F) and to a pressure base of [\*\*\*] pounds. Should the recording thermometer malfunction, Buyer shall assume a reasonable temperature for the period in question.

E. Seller agrees that all Gas delivered to Buyer under the Agreement shall:

- (i) be free of hydrocarbons and water in the liquid state at the temperature and pressure at which the Gas was received by Buyer at each Receipt Point;
- (ii) not exceed [\*\*\*] of hydrogen sulfide per one hundred (100) cubic feet, nor more than [\*\*\*] of total sulfur per hundred cubic feet;
- (iii) contain less than [\*\*\*] oxygen;
- (iv) not exceed [\*\*\*] percent ([\*\*\*]%) by volume of carbon dioxide;
- (v) not have a minimum temperature less than fifteen degrees Fahrenheit (15° F), nor a maximum temperature above 120°F;
- (vi) contain a Gross Heating Value of at least [\*\*\*] Btu per cubic foot;
- (vii) be commercially free of all objectionable dust or other solid or liquid or gaseous matters which might interfere with its merchantability or cause injury to or interference with proper operations of Buyer's Gathering System through which the Gas flows;
- (viii) not exceed [\*\*\*] psig to avoid over pressuring the Buyer's Gathering System; and
- (ix) meet the specifications of all downstream pipelines, as amended from time to time, subject to any waivers from such specifications granted to Buyer from time to time.

F. Buyer may test Seller's Gas delivered hereunder for adherence to the specifications above set forth, such testing to be in accordance with generally accepted industry standards and procedures. Buyer shall give notice to Seller of the time of such testing sufficiently in advance in order that Seller may have its representative present. If

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the Gas so delivered by Seller does not meet the specifications set forth above, Buyer, at its option, may refuse to accept delivery of said Gas into Buyer's Gathering System. If Seller shall deliver Gas to Buyer which exceeds the maximum pressure specifications, or fails to meet the quality specifications above-referenced, and Buyer elects to accept such non-conforming Gas, then Buyer shall be responsible for any damages caused thereby; provided, however, Seller will be responsible for any damages occurring prior to the time that Buyer became aware of the non-conformity. If Buyer elects not receive such non-conforming Gas, Seller shall have the right to conform Seller's Gas to the above specifications. Should Seller fail to do so, Buyer, at its option, may elect to accept such non-conforming Gas, condition the same to conform to the above specifications and charge Seller a mutually acceptable conditioning fee. If neither Party elects to condition the Gas to conform to the above specifications, then Seller, at its option, and upon sixty (60) days prior written notice to Buyer, shall have the right to obtain the release of such non-conforming Gas from the Agreement, but only as to the formation from which said Gas is produced. Notwithstanding anything hereinabove to the contrary, should Buyer elect to accept and pay for non-conforming Gas, Buyer shall not be deemed to have waived any of its rights to reject any future non-conforming Gas and shall nevertheless be entitled, at any time and from time to time, to enforce the quality provisions hereof and refuse to accept delivery of any volumes of nonconforming Gas from Seller.

G. At least semi-annually, unless otherwise required by statute, Buyer shall take samples at each of the meters described in Section 7.A. of these GT&C and have such samples analyzed by chromatograph analysis to determine the liquids content by component and the Gross Heating Value of such Gas. Buyer shall have the right to take and analyze a spot sample prior to the regularly scheduled sampling. Additionally, upon Seller's written request to Buyer and at Seller's sole cost, risk and expense, Buyer shall take and analyze samples more frequently. All samples taken hereunder shall be taken at such times that are reasonably mutually agreeable, must be representative of the Gas produced, and shall be analyzed using the most current Industry Standards. Buyer shall give notice to Seller of the time of such sampling sufficiently in advance of holding same in order that Seller may have its representative present. Seller shall be permitted to take a split sample. If Seller's representative is not present, Buyer shall proceed with the taking and analysis of samples. The test samples shall be analyzed through the use of a calorimeter (acceptable to both Parties) that employs the Thomas Principle of Calorimetry described in Research Paper #519, published by the U.S. Department of Commerce or by the use of gas chromatography equipment. The Gross Heating Value calculation will use the Btu values assigned to the various hydrocarbon components as adjusted and updated from time to time by Buyer using as a base those values set forth in the most current GPA Publication 2145 in effect at the time the Gross Heating Value calculation is derived under the provisions of the Agreement. Measurement shall be determined as delivered on a saturated basis or consistent with the basis applied to all producers delivering Gas to [\*\*\*]. The percentages of the individual components through normal pentane shall be reported and heavier components shall be reported as hexanes plus. The components shall be reported in mole percent and ethane and heavier components shall also be reported in gallons per Mcf. All Third Party Gas which

may be delivered by Buyer to the [\*\*\*] Delivery Point for condensate stabilization shall be tested and the hydrocarbon content thereof determined or caused to be determined by Buyer, using the same sampling and test methods. Buyer shall provide a copy to Seller of the results of any sample analysis performed by Buyer pursuant to this Section 7.G.

H. As long as the quality of Seller's Gas at the Receipt Points meets the specifications set forth in E., above, the quality of the two-phase hydrocarbon mix gas delivered by Buyer to [\*\*\*] at the [\*\*\*] Delivery Point shall meet the quality specifications provided in the [\*\*\*] Contract.

## 8. ALLOCATIONS

Allocations shall be made in accordance with all provisions of this Agreement and are based, in part, on allocations made by [\*\*\*] to Buyer at the [\*\*\*] Delivery Point. Neither Seller nor [\*\*\*] shall have any obligation or liability with respect to any allocations made by Buyer with respect to Gas delivered by Seller hereunder or Gas delivered by any third party to Buyer on Buyer's Gathering System except to the extent resulting from the allocations made by [\*\*\*] to Buyer at the [\*\*\*] Delivery Point.

A. On or before the 10<sup>th</sup> day following the end of each Accounting Period, Buyer will provide the following information to Seller and [\*\*\*]:

(i) Receipt Point measurements and analyses;

(ii) Field Condensate volumes and analyses for Field Condensate removed from Buyer's Gathering System prior to delivery at the [\*\*\*] Delivery Point;

(iii) Field Condensate Market Price, including any applicable marketing and transportation deductions and expenses;

(iv) Field Fuel, Lost and Unaccounted For Gas and Flare Gas volumes on Buyer's Gathering System to determine the Adjusted Gas Volume at each Receipt Point on Buyer's Gathering System.

B. On or before ten (10) days after receiving the allocations to the [\*\*\*] Delivery Point from [\*\*\*] as provided in the [\*\*\*] Contract, Buyer shall make the following allocations:

(i) Buyer will make the following allocations to all Receipt Points hereunder and to all receipt points where Buyer receives Third Party Gas: (a) Plant Condensate Sales Revenue (b) Plant Products Revenues, (c) Residue Gas Revenues, (d) Bypass Gas Revenues, (e) Plant Fuel, (f) Flare Gas at or upstream of the [\*\*\*] Delivery Point, (g)

Lost and Unaccounted for Gas, and (h) all applicable marketing and transportation fees applicable to the Gas and NGLs.

## C. Gas Commingled at a Receipt Point

In the event the Purchased Gas delivered at a Receipt Point is less than the total Gas delivered at such Receipt Point, all allocations to such Receipt Point shall be further allocated by Buyer to Seller and the other owners of the Gas delivered at such Receipt Point based upon their working interest shares of production, except as otherwise agreed by Seller and the other owners of the Gas delivered at such Receipt Point in a writing delivered to Buyer at least thirty (30) days prior to the effective date: of such agreement.

## 9. TAXES

A. Buyer and Seller shall bear separately and be individually, responsible for any and all taxes imposed upon and/or attributable to each Party's properties and/or operations hereunder except as otherwise explicitly provided for in paragraph B. of this Section 9. These taxes shall include, but not be limited to, all state severance taxes, ad valorem taxes, franchise taxes, sales and use taxes and state and federal income taxes.

B. Seller agrees to pay, or cause to be paid, when due, the taxes lawfully levied on Seller's Gas prior to its delivery to Buyer at the Receipt Points. To the extent required of Buyer by law or statute, Buyer shall, as first purchaser, withhold and pay to the appropriate taxing authority those taxes due under this paragraph and provide sufficient detail to Seller of same.

C. Buyer agrees to pay, or cause to be paid, when due, the taxes lawfully levied on the Gas at and after its delivery to Buyer at the Receipt Points.

## 10. PAYMENT

A. After delivery of Seller's Gas has commenced, Buyer shall mail a settlement statement to Seller on or before ten (10) days following the date upon which Buyer has received the appropriate settlement statements from [\*\*\*]. Such statement shall include:

1) All statements from [\*\*\*] detailing the determination of the revenues payable to Buyer with respect to Seller's Gas.

- 2) The allocated Field Condensate (in Bbls) attributable to the Purchased Gas at each Receipt Point.
- 3) The proceeds attributable to the Field Condensate allocated to the Purchased Gas at each Receipt Point,
- 4) The costs to provide electric service allocated to the Purchased Gas,
- 5) An itemization of the Services Fees, and

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- 6) Statements will also be provided in an electronic format if requested by the Seller.

B. Buyer shall at all times have the right to deduct, retain and withhold from those amounts due Seller hereunder any and all undisputed amounts due Buyer from Seller for fees and/or expenses provided for under the terms of the Agreement. In the event the amount due Buyer exceeds the amount due Seller, Buyer shall invoice Seller for such sums due and Seller shall pay the invoice in full within fifteen (15) days of receipt of such invoice. Past due amounts shall accrue interest from the due date until paid in full at the rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum; or (ii) the maximum applicable lawful interest rate.

C. Buyer shall remit payment by wire transfer to Seller within ten (10) days following the date on which Buyer receives the proceeds from [\*\*\*] with respect to the resale of Purchased Gas to [\*\*\*]. Buyer shall have no liability or obligation to Seller to the extent that [\*\*\*] fails or is unable to make payment of amounts due Buyer under the [\*\*\*] Contract. Past due amounts shall accrue interest from the due date until paid in full at the rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum; or (ii) the maximum applicable lawful interest rate.

## 11. REGULATORY BODIES

The Agreement is subject to all present and future valid laws and lawful orders of all regulatory bodies now or hereafter having jurisdiction of the Parties, or either of them, and should either of the Parties, by force of such law or regulation imposed at any time during the term of the Agreement, be ordered or required to do any act inconsistent with the provisions of the Agreement, the Agreement shall continue nevertheless and shall be deemed modified to conform with the requirements of such law or regulation for that period only during which the requirements of such law or regulation are applicable. Nothing in the Agreement or these GT&C shall prohibit either Party from obtaining or seeking to obtain modification or repeal of such law or regulation or restrict either party's right to legally contest the validity of such law or regulation, and each Party reserves the right to file with such regulatory bodies any material necessary to implement the terms of the Agreement and these GT&C as they existed prior to the modification. Notwithstanding the foregoing, in the event Buyer's Gathering System and/or Buyer is deemed to be a public utility or FERC-regulated interstate pipeline company, and due to such determination, Seller's rights to the firm gathering service, the Services Fee or any other benefit provided Seller herein are diminished or terminated, or Buyer's rights or obligations, or its ability to charge and receive the Services Fees, or other conditions are imposed on Buyer which adversely affects the economic benefits to Buyer originally contemplated hereunder, the affected party shall have the right to notify the other party that it has been adversely affected ("**Adverse Effect Notice**"). Upon the other party receiving the Adverse Effect Notice, the parties shall negotiate in good faith upon modifications to this Agreement as necessary to put each party in the economic position that was originally provided under this Agreement. If the parties are unable to agree on

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\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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modifications within thirty (30) days following the date of the Adverse Effect Notice, then either party shall have the right to terminate this Agreement.

## 12. FORCE MAJEURE

A. Except for the obligation to make payments, in the event either Buyer or Seller is rendered unable, by reason of an event of Force Majeure to perform, wholly or in part, any obligation or commitment set forth in the Agreement, then upon such Party giving notice and full particulars (including all supporting documentation) of such event as soon as practicable after the occurrence thereof, the obligations of both Parties shall be suspended to the extent and for the period of such Force Majeure provided that the Party claiming an event of Force Majeure shall make all commercially reasonable attempts to remedy the same with all reasonable dispatch.

B. The term "**Force Majeure**", as used herein, shall mean acts of God, strikes, lockouts or industrial disputes or disturbances, civil disturbances, arrest and restraint of rulers or people, interruptions by government or court orders, necessity for compliance with any present and future valid orders of court, or any law, statute, ordinance or regulation promulgated by any governmental or regulatory authority having proper jurisdiction, acts of the public enemy, wars, riots, blockades, insurrections, including inability or delays in obtaining materials, equipment, supplies, labor and services, epidemics, landslides, lightning, earthquakes, fires, storm, floods, washouts, inclement weather which necessitates extraordinary measures and expense to construct facilities and/or maintain operations, explosions, partial or entire failure of Gas supply, breakage or accident to machinery or lines of pipe, freezing of wells or pipelines, the shutting in of facilities for the making of repairs, alterations or maintenance to wells, pipelines or

plants, the interruption or suspension of the receipt of Gas deliveries hereunder by Buyer due to the declaration of Force Majeure by third-party transporters, or any other cause whether of the kind herein enumerated or otherwise, not within the reasonable control of the Party claiming Force Majeure.

C. Neither Party shall be entitled to the benefit of the provisions of this Section 12 under either or both of the following circumstances;

- 1) To the extent that the failure was caused by the Party claiming suspension having failed to remedy the condition by taking all reasonable acts, short of litigation, if such remedy requires litigation, and having failed to resume performance of such commitments or obligations with reasonable dispatch; or,
- 2) If the failure was caused by lack of funds, or with respect to the payment of any amount or amounts then due hereunder.

D. Settlement of strikes and lockouts shall be entirely within the discretion of the Party affected, and the duty that any event of Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding the demands of the parties directly or indirectly involved in such strikes or lockouts when such course is inadvisable in the discretion of the Party having such difficulty.

E. Notwithstanding the foregoing, if an event of Force Majeure continues for at least thirty (30) consecutive days, the Party who is not receiving performance as a result of such condition shall have the right to terminate this Agreement as to the affected Gas upon thirty (30) days written notice to the Party claiming Force Majeure.

### 13. DEFAULTS

A. It is covenanted and agreed that if either Party shall fail to perform any of the covenants or obligations imposed upon it under and by virtue of the Agreement or these GT&C, in addition to its other rights and remedies, the other Party may terminate the Agreement by proceeding as follows:

- 1) The Party not in default shall cause a written notice to be served on the other Party in default, stating specifically the cause for terminating the Agreement, and declaring it to be the intention of the Party giving notice to terminate the same; thereupon, the Party in default shall have thirty (30) days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the Agreement. If within said thirty (30) days the Party in default does so remove and remedy said cause or causes, or fully indemnifies the Party not in default for any and all consequences of such breach, then such notice shall be withdrawn and the Agreement shall continue in full force and effect.
- 2) In case the Party in default does not remedy and remove the cause or causes, or does not indemnify the Party giving the notice for any and all consequences of such breach, within said period of thirty (30) days, then the party claiming default shall thereafter have the option to terminate this Agreement which option shall be exercised, if at all, by delivering written notice to the Party in default no later than ten (10) days after the end of such thirty-day period. In the event there is a dispute regarding whether a default exists, such dispute shall be governed by the arbitration provisions of Section 15 of these GT&C and the thirty-day cure period shall begin on the first day after the date of the arbitration award.
- 3) Any cancellation of the Agreement pursuant to the provisions of this Section shall be without prejudice to the obligation of Buyer to make payments for Gas delivered to Buyer hereunder to the time of cancellation, and without waiver of any remedy to which the Party not in default may be entitled for violations of the Agreement.

B. No waiver by either Seller or Buyer of any default of the other under the Agreement shall operate as a waiver of any future default, whether of like or different character or nature, nor shall any failure to exercise any right hereunder be considered as a waiver of such right in the future.

### 14. LITIGATION AND ATTORNEYS' FEES

In the event of litigation to enforce the arbitration provisions of Section 15 of these GT&C or any arbitration award, the prevailing Party, after the entry of a final non-appealable order, shall be entitled to recover from the other Party, as a part of said judgment, all court costs, fees and expenses of such litigation, including reasonable attorneys' fees.

### 15. DAMAGES AND ARBITRATION

A. Whether or not occasioned by a default or other breach of the Agreement, neither Party shall be liable to the other for special, exemplary, incidental or consequential damages.

B. Any claim, demand, cause of action, dispute or controversy exclusively between the Parties relating to the subject matter of this Agreement, whether sounding in contract, tort or otherwise, at law or in equity, for damages or other relief ("*Dispute*") shall be resolved by binding arbitration if senior management of each of the Parties cannot resolve the Dispute within fifteen (15) days of a notice of arbitration ("*Notice*") being served by one party upon the other. Within twenty (20) days following service of the Notice (if the Dispute remains unresolved by senior management), the Parties shall either agree upon a single arbitrator, or if they have not done so, each Party shall select one arbitrator, who shall together select a third. The third or the single arbitrator shall have more than eight (8) years professional experience in the natural gas gathering and processing industry, be neutral, and have not worked for a Party or affiliate. The arbitration shall be conducted according to the rules of the Federal Arbitration Act, and to the extent an issue is not addressed thereby, by the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in Houston, Texas. Each party shall be entitled to a reasonable amount of prehearing discovery as allowed by the arbitrator(s), provided the discovery period shall not exceed thirty (30) days; the parties and the arbitrators shall endeavor to hold the arbitration hearing within thirty (30)

days thereafter and to render the decision within fifteen (15) days following the hearing. Each party shall bear its own costs of arbitration. Interpretation of this Agreement to arbitrate and procedures shall be decided by the arbitrators. The arbitration and the award shall be final, binding and confidential.

16. GENERAL

A. The Parties hereto assume full responsibility and liability for the maintenance and operation of their respective properties and agree to indemnify and save harmless the other Party from all liability and expense on account of any damages, claims or actions, including bodily injury, death or damage to property (whether real or personal property) arising from any act or accident in connection with the installation, presence, maintenance or operation of the personal property or equipment of the indemnifying Party.

B. The Parties agree that they will maintain the Agreement, and all parts and contents thereof, in strict confidence, and that they will not cause or permit disclosure of same to any third Party without the express written consent of the other Party; provided however, that disclosure by a Party is permitted in the event and to the extent:

1) disclosing Party is required by a court or agency exercising jurisdiction over the subject matter thereof, by order or by regulation or law, to disclose; provided that in the event either Party becomes aware of a judicial or administrative proceeding that has resulted or may result in such an order requiring disclosure, it shall (i) so notify the other Party immediately and (ii) support all actions of the non-disclosing party reasonably necessary to prevent disclosure to the public as a result of disclosure to the court or administrative body; or

2) disclosure is required in the course of routine audit procedures; provided, however, that any such disclosure shall be made upon the condition that the recipient shall in turn hold such information confidential from further disclosure; or

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3) disclosure to royalty owners, overriding royalty owners, taxing authorities and non-operators on whose behalf Seller markets production from the Area of Dedication is required in connection with Seller's distribution of revenues from the sale of production and payment of royalties and taxes on production.

C. The Equal Employment Opportunity Clause required under Executive Order No. 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam Era, set forth in 41 CFR 60-250.4, the affirmative action clause for handicapped workers, set forth in CFR 650-741.4, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in the Agreement. By accepting the Agreement, Seller certifies that it complies with the authorities cited above and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60.1.8.

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EXHIBIT "C"

ATTACHED TO AND MADE A PART OF THAT CERTAIN GAS PURCHASE AGREEMENT  
by and between Bear Tracker Energy, LLC, as "Buyer" and  
EOG Resources, Inc. as "Seller"

INITIAL SYSTEM DESIGN, SELLER'S DRILLING AND DEVELOPMENT PLANS

The Buyers Initial System will include connections to [\*\*\*] of Seller's wells and five (5) compressor stations to be installed at mutually agreeable locations. Each of the compressor stations will be fed by a local system of Lateral Lines which tie to the Seller's well head receipt points. Discharges from the compressor stations will tie in to the steel Trunkline that delivers Purchased Gas to [\*\*\*] for resale. These five (5) stations are spread across the initial development area.

The Lateral Lines local to a compressor station will bring Purchased Gas into a slug catcher at each field compressor station. Gas from the slug catcher will feed electric motor driven compression. Hydrocarbons collected in the slug catcher will be pumped to the Trunkline. Slug catcher water will be collected in an atmospheric tank. Gas will be compressed commensurate with the required [\*\*\*] Delivery Point pressure of [\*\*\*] psig. Compressed gas will be dehydrated with a TEG system and then fed to the Trunkline. Hydrocarbon liquid that forms in the compression train will be pumped or free flowed to the Trunkline as appropriate.

Buyer's Initial System shall also include metering and telemetry equipment at all Receipt Points.

At this time the Initial System Lateral Lines total about 200 miles in length. The total length of the Trunkline for the Initial System is approximately fifty-two (52) miles.

The Initial System design is also based on the Bakken Lite Production attached hereto as Exhibit "C-2" and the initial wells being located within the area depicted in Exhibit "C-1".

\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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EXHIBIT C-1

INITIAL SYSTEM AND SELLER'S DRILLING PLANS

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**EXHIBIT C-2 — EOG Bakken Lite Well Type Curve(1)**

[\*\*\*]

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(1) The design of the Initial System was based on this production profile. Significant changes in actual production characteristics of Seller's Wells may necessitate changes to the design of the Initial System.

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Exhibit D

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**CERTAIN MATERIAL (INDICATED BY THREE ASTERISKS) HAS BEEN OMITTED FROM THIS DOCUMENT PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.**

**GAS GATHERING AND COMPRESSION AGREEMENT  
(Sherwood)**

This Gas Gathering and Compression Agreement (“**Agreement**”) is made and entered into this 16th day of April, 2012, by and between **MARKWEST LIBERTY MIDSTREAM & RESOURCES, L.L.C.**, a Delaware limited liability company (“**MarkWest**”), and **ANTERO RESOURCES APPALACHIAN CORPORATION**, a Delaware corporation (“**Antero**”). MarkWest and Antero may be referred to individually as a “**Party**,” or collectively as the “**Parties**.”

RECITALS:

A. Antero owns or controls Gas produced from oil and gas leasehold rights or other oil and gas interests and rights, and Antero desires to develop such interests and rights for the production of oil and/or gas.

B. Upon the development of Antero’s interests for the production of gas, Antero will require, and MarkWest is willing to provide, certain gas gathering and compression facilities for Antero’s Gas, upon the terms and conditions set forth in this Agreement.

AGREEMENT:

In consideration of the mutual covenants and agreements contained herein, Antero and MarkWest agree as follows:

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**ARTICLE 1: DEFINITIONS**

*Accounting Period.* The period commencing at 10:00 a.m., Eastern Time, on the first (1<sup>st</sup>) day of a calendar month and ending at 10:00 a.m., Eastern Time, on the first (1<sup>st</sup>) day of the next succeeding month; provided that the first Accounting Period shall commence on the Gathering Effective Date of the Lateral whose Gathering Effective Date first occurs, and the last Accounting Period shall end on the date on which the term of this Agreement ends as provided in Section 2.1.

*Affiliate.* With respect to an entity, any other entity controlling, controlled by or under common control with such entity. As used in this definition, the term “control,” including the correlative terms “controlling,” “controlled by” and “under common control with,” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through ownership of voting securities, by contract or otherwise.

*Annex.* A Lateral Annex or Compressor Station Annex, as applicable.

*Antero’s Gas.* Gas actually delivered by Antero to a Receipt Point.

*Audit Period.* As defined in Section 9.2.

*Btu.* A British Thermal Unit, which is the quantity of heat required to raise the temperature of one (1) pound avoirdupois of pure water from fifty-eight and five tenths degrees Fahrenheit (58.5°F) to fifty-nine and five tenths degrees Fahrenheit (59.5°F) at a pressure of fourteen and six hundred ninety-six thousandths pounds per square inch absolute (14.696 psia).

*Business Day.* Any day other than Saturday, Sunday or a legal holiday in the State of West Virginia.

*Compression Effective Date.* With respect to each Compressor Station, the date on which such Compressor Station has been constructed and made operational and is capable of operating at its design pressure and other design parameters, in each case in accordance with the Compressor Station Annex with respect to such Compressor Station, or, (a) if such Compressor Station is located on a Lateral and at such time the Gathering Effective Date for such Lateral has not occurred, such later date on which the Gathering Effective Date for such Lateral has occurred, or (b) in the case of the Sherwood Compressor Station or any other Compressor Station that is immediately upstream of the Processing Plant, if at such time the Processing Effective Date under the Processing Agreement has not occurred, such later date on which the Processing Effective Date under the Processing Agreement has occurred.

*Compression Fee.* As defined in Section 4.2.b.

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*Gathering System Fuel.* All Gas and electric power measured and utilized as fuel or power for the Gathering System, including Gas and electric power utilized as fuel or power for Compressor Stations.

*Compressor Station.* Each field compression station on a Lateral that is constructed and installed in accordance with a Compressor Station Annex and Section 4.2, including, for this purpose, the field compressor station that is to be constructed and installed at the Sherwood Plant even though it is not on a Lateral.

*Compressor Station Annex.* The Compressor Station Annex for each Compressor Station attached to this Agreement as of the date hereof, together with each additional Compressor Station Annex added to this Agreement by the mutual agreement of the Parties after the date hereof, containing each of the items

contemplated by this Agreement to be set forth in a Compressor Station Annex and substantially in the form of the Compressor Station Annexes for the Zinnia, Middle Point and Sherwood Compressor Stations dated as of the date hereof and attached hereto.

*CPI.* As defined in Section 8.2.

*CPR Panel.* As defined in Section 16.3.

*Dispute.* As defined in Section 16.3.

*Dispute Notice.* As defined in Section 16.3.

*Force Majeure.* Any cause or condition not within the reasonable control of the Party claiming suspension and which, by the exercise of reasonable diligence, such Party is unable to prevent or overcome, and, without limiting the generality of the foregoing, specifically includes major equipment failures, inability or delays in obtaining requisite permits, easements and rights of way (except as expressly set forth below in this paragraph), consents and authorizations, and delays occasioned by governmental actions; provided, that inability to obtain or delays in obtaining rights of way and easements for the construction of the Zinnia Lateral and Middle Point Lateral as set forth as of the date of this Agreement in the Lateral Annex therefor shall not constitute Force Majeure.

*Gas.* All hydrocarbon and non-hydrocarbon substances produced from gas and/or oil wells in a gaseous state at the relevant receipt point.

*Gathering Effective Date.* With respect to each Lateral, the date on which such Lateral has been constructed and made operational and is capable of operating at its design pressure, in each case in accordance with the Lateral Annex for such Lateral, or, if at such time the Processing Effective Date under the Processing Agreement has not occurred, such later date on which the Processing Effective Date under the Processing Agreement has occurred.

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*Gathering Fee.* With respect to each Lateral, the gathering fee per Mcf set forth in the Lateral Annex for such Lateral.

*Gathering System.* Gas gathering facilities operated by MarkWest and used to transport Antero's Gas from the Receipt Points to the Redelivery Points, including the Compressor Stations, and the associated tankage and separation and dehydration equipment. The Gathering System includes the Laterals together with all valves, meters and appurtenant facilities, liquid and drip collection and handling facilities, and pigging facilities and equipment, and includes also all rights-of-way, permits and other rights acquired by MarkWest in furtherance of its gathering obligations under this Agreement. The Gathering System also includes the interconnections to the Sherwood Plant and pig launchers, pig receivers, slug catchers, and other facilities to deliver High Pressure Condensate to the Sherwood Plant.

*GPM.* The number of gallons of Plant Products per 1,000 Mcf of Gas.

*Gross Heating Value.* The number of Btus produced by the combustion, on a dry basis and at a constant pressure, of the amount of Gas which would occupy a volume of 1 cubic foot at a temperature of [\*\*\*] and at a pressure of [\*\*\*], with air of the same temperature and pressure as the Gas, when the products of combustion are cooled to the initial temperature of the Gas and air and when the water formed by combustion is condensed to the liquid state. Hydrogen sulfide shall be deemed to have no heating value.

*High Pressure Condensate.* That portion of the Gas that condenses in, and is recovered from, the Gathering System as a liquid.

*Indemnifying Party and Indemnified Party.* As defined in Section 11.3.

*Interest(s).* Any right, title, or interest in and to oil and gas leases and mineral fee interests, together with any pooling, unitization or communitization of any of the foregoing rights.

*Lateral.* That portion of the Gathering System designated in a Lateral Annex as a Lateral and constructed and installed in accordance with a Lateral Annex and Section 4.1.

*Lateral Annex.* The Lateral Annex for each Lateral attached to this Agreement as of the date hereof, together with each additional Lateral Annex added to this Agreement by the mutual agreement of the Parties after the date hereof, containing each of the items contemplated by this Agreement to be set forth in a Lateral Annex and substantially in the form of the Lateral Annex for the Zinnia and Middle Point Laterals dated as of the date hereof and attached hereto.

*Losses.* Any actual loss, cost, expense, liability, damage, demand, suit, sanction, claim, judgment, lien, fine or penalty asserted by a third party unaffiliated with the Party incurring

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such, and which are incurred by the applicable Indemnified Party on account of injuries (including death) to any person or damage to or destruction of any property, sustained or alleged to have been sustained in connection with or arising out of the matters for which the Indemnifying Party has indemnified the applicable Indemnified Party.

*Lost and Unaccounted For Gas.* Any Gas lost or otherwise not accounted for incident to or occasioned by the gathering, treating, compressing (if applicable), and redelivery, as applicable, of Gas, including Gas released through leaks, instrumentation, relief valves, unmeasured flares, ruptured pipelines, and blow downs of pipelines, vessels, and equipment.

*Mcf.* 1,000 cubic feet of Gas, measured at Standard Base Conditions.

*Measurement Points.* With respect to each Receipt Point, the inlet flange of the measurement facilities of MarkWest located at such Receipt Point and, if applicable, which are downstream of the Compressor Station. For clarification purposes, any measurement facilities installed upstream of a Compressor Station shall not be considered a Measurement Point.

*Minimum Compression Fee.* For each Compressor Station, for each Accounting Period, the amount set forth as the Minimum Compression Fee in the Compressor Station Annex for such Compressor Station.

*Minimum Compression Fee Commencement Date.* For each Compressor Station, the first day of the Accounting Period following the end of the first (1<sup>st</sup>) 90-day period after the Compression Effective Date with respect to such Compressor Station.

*Minimum Gathering Fee Commencement Date.* For each Lateral, the first day of the Accounting Period following the end of the first (1<sup>st</sup>) 90-day period after the Gathering Effective Date with respect to such Lateral.

*Minimum Gathering Fee.* For each Lateral, for each Accounting Period, the amount set forth as the Minimum Gathering Fee in the Lateral Annex for such Lateral.

*MMBtu.* 1,000,000 Btus.

*MMcf.* 1,000,000 cubic feet of Gas, measured at Standard Base Conditions.

*Plant Products.* As defined in the Processing Agreement.

*Primary Term.* As defined in Section 2.1.

*Processing Agreement.* That certain Gas Processing Agreement dated as of March 31, 2011 between Processor and Antero, as amended or restated from time to time.

*Processor.* MarkWest Liberty Midstream & Resources, L.L.C.

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*Receipt Point.* Each central delivery point on a Lateral where Antero's Gas is delivered to MarkWest. The initial Receipt Points on each Lateral shall be set forth in the Lateral Annex for such Lateral, and the initial Receipt Point for the Sherwood Compressor Station shall be the inlet of MarkWest's two (2) phase separator immediately upstream of the Sherwood Compressor Station, which separator shall be at a mutually agreeable location at or near the property boundary of the Sherwood Compressor Station. MarkWest shall add additional Receipt Points (at Antero's cost) on a Lateral at Antero's request; additional Receipt Points not on a Lateral and the terms and conditions relating thereto may be mutually agreed upon by the Parties in writing.

*Redelivery Point.* Each point at which Antero's Gas is redelivered by MarkWest to Antero, or to Antero's designee, or to others entitled thereto. As of the date of this Agreement, the Redelivery Point shall be the "Receipt Point" as defined in the Processing Agreement. Additional redelivery points and the terms and conditions relating thereto may be mutually agreed upon by the Parties in writing.

*Required Effective Date.* As defined in Section 4.1.

*Required Compression Effective Date.* As defined in Section 4.2.d.

*Standard Base Conditions.* A pressure of [\*\*\*] at a temperature of [\*\*\*].

*Sherwood Plant.* The "Processing Plant" as defined in the Processing Agreement.

*Taxes.* All gross production, severance, conservation, ad valorem and similar or other taxes measured by or based upon production, together with all taxes on the right or privilege of ownership of the Gas, or upon the handling, transmission, compression, processing, treating, conditioning, distribution, sale, delivery or redelivery of the Gas, including all of the foregoing now existing or in the future imposed or promulgated.

*Thermal Content.* For Gas, the product of the measured volume in Mcfs multiplied by the Gross Heating Value per Mcf, adjusted to the same pressure base and expressed in MMBtus; and for a liquid, the product of the measured volume in gallons multiplied by the gross heating value per gallon determined in accordance with the GPA 2145-09 Table of Physical Properties for Hydrocarbons and GPA 8173 Method for converting Mass of Natural Gas Liquids and Vapors to Equivalent Liquid Volumes, in each case as revised from time to time.

*Tier 1 Capacity.* With respect to any Lateral, the amount of gathering capacity that MarkWest agrees to construct and maintain or otherwise make available with respect to such Lateral for Antero (as set forth in the applicable Lateral Annex) or for any third party to which MarkWest has granted Tier 1 Capacity in accordance with this Agreement. Tier 1 Capacity does not include interruptible capacity.

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2.1. **Term.** Unless earlier terminated in accordance with its terms, and subject to any extensions of the Primary Term or any renewal term pursuant to Section 8.1, this Agreement shall remain in full force and effect for a “**Primary Term**” commencing on the date of execution and continuing until [\*\*\*], and shall continue thereafter year to year, until terminated by either Party, upon twelve (12) months prior written notice to the other Party in advance of the expiration of the Primary Term or any renewal term thereof (the Primary Term together with any renewal term, the “**Term**”). This Agreement shall automatically terminate upon the termination of the Processing Agreement.

### ARTICLE 3: PRODUCER COMMITMENTS

3.1 Following the Gathering Effective Date for each Lateral, and following the Compression Effective Date for the Compressor Station that is located at the Sherwood Plant, Antero shall have the right to deliver such of Antero’s Gas from the wells connected to the Receipt Points for such Lateral or for such Compressor Station, as applicable, as Antero, from time to time, determines to deliver; provided that Antero shall be subject to and pay, subject to the terms and conditions of this Agreement, (a) the Minimum Gathering Fee from and after the Minimum Gathering Fee Commencement Date with respect to such Lateral, (b) the Minimum Compression Fee for each Compressor Station located on such Lateral from and after the Minimum Compression Fee Commencement Date with respect to such Compressor Station, and (c) the Minimum Compression Fee for the Compressor Station that is located at the Sherwood Plant from and after the Minimum Compression Fee Commencement Date with respect to such Compressor Station.

3.2 Subject to the further terms and provisions of this Agreement, Antero shall install all facilities necessary to effect the delivery of Antero’s Gas at the Receipt Points and at the pressure set forth in Article 5.

### ARTICLE 4: MARKWEST’S RESPONSIBILITIES

4.1 Subject to and in accordance with the other provisions of this Agreement, including this Section 4.1, following the execution of a mutually agreed upon Lateral Annex, MarkWest shall design, construct, own, maintain and, following the Gathering Effective Date for the Lateral subject to such Lateral Annex, operate the Gathering System relating to such Lateral to connect the Receipt Points for such Lateral and to receive into the Gathering System Antero’s Gas that is delivered in accordance with Section 4.3.

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a. MarkWest shall construct each Lateral generally along the routes identified in the Lateral Annex for such Lateral. Each Lateral will (a) consist of pipe with a diameter of at least the diameter set forth in the Lateral Annex for such Lateral, (b) have a maximum allowable operating pressure set forth in the Lateral Annex for such Lateral, and (c) include facilities for delivering High Pressure Condensate to the Sherwood Plant, including pig launchers, pig receivers, slug catchers, and other necessary facilities. Each Lateral Annex shall set forth the Tier 1 Capacity granted to Antero with respect to such Lateral. If the Gathering Effective Date for such Lateral has not occurred by the date set forth in the Lateral Annex for such Lateral (with respect to such Lateral, the “**Required Effective Date**”), and such delay is not due to Force Majeure, then after the Gathering Effective Date with respect to such Lateral occurs, MarkWest will not charge Antero the Gathering Fee or, if applicable, the Compression Fee for any Compressor Station on such Lateral that is impacted by such delay (or any Minimum Gathering Fee or Minimum Compression Fee) with respect to such Lateral for a number of days equal to the number of days following the Required Effective Date for such Lateral until the Gathering Effective Date for such Lateral. MarkWest shall keep Antero reasonably informed of the status of obtaining required permits and rights of way for such Lateral and in particular shall promptly notify Antero if MarkWest becomes aware or reasonably should have become aware, based on the facts and circumstances known to MarkWest at that time, that it is likely that delays in obtaining any such permits or rights of way will delay the Gathering Effective Date for such Lateral. MarkWest shall carry out the design and construction of the Gathering System, including the interconnections with the Sherwood Plant, in such a manner as to cause no delay in the Processing Effective Date under the Processing Agreement.

b. If the actual footage for any Lateral is more than [\*\*\*] above or below the estimated footage for such Lateral set forth in the Lateral Annex for such Lateral, to the extent that (in the case in which the actual footage is above the estimated footage) such difference is the result of a change in the route for the Lateral and there is a reasonable explanation for such route change, then the Gathering Fee and Minimum Gathering Fee for the affected Lateral shall be increased or decreased, as applicable, as follows:

i. For any such Lateral that consists of a [\*\*\*] pipeline, the Minimum Gathering Fee would increase or decrease, as applicable, by \$[\*\*\*] per Accounting Period, and the Gathering Fee for such Lateral would increase or decrease, as applicable, by \$[\*\*\*] per Mcf, for each [\*\*\*] increase or decrease in footage; and

ii. For any such Lateral that consists of a [\*\*\*] pipeline, the Minimum Gathering Fee would increase or decrease, as applicable, by

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\$[\*\*\*] per Accounting Period, and the Gathering Fee for such Lateral would increase or decrease, as applicable, by \$[\*\*\*] per Mcf, for each [\*\*\*] increase or decrease in footage.

4.2 Subject to and in accordance with the other provisions of this Agreement, including this Section 4.2, following the execution of a mutually agreed Compressor Station Annex, MarkWest shall design, construct, own, maintain and, following the Compression Effective Date for the Compressor Station subject to the Compressor Station Annex, operate such Compressor Station, and the following shall apply with respect to such Compressor Station:

a. The Receipt Point for such Compressor Station or the Lateral connected to such Compressor Station, as applicable, shall be at the inlet flange to the suction scrubber immediately upstream of the Compressor Station.

b. Commencing on the Compression Effective Date for such Compressor Station, Antero shall pay MarkWest a per Mcf compression fee set forth in the Compressor Station Annex for all of Antero's Gas delivered to the Receipt Points on the Lateral on which such Compressor Station is located or to the Receipt Point for the Sherwood Compressor Station, as applicable, as measured at the Measurement Points (the "**Compression Fee**"); provided, however, that commencing on the Compression Fee Commencement Date for such Compressor Station and for a period of [\*\*\*] ([\*\*\*)] years thereafter (as may be extended for any event of Force Majeure in excess of thirty (30) days as described below in Section 8.1), in no event shall the aggregate Compression Fee actually paid to MarkWest hereunder, together with amounts credited to the Minimum Compression Fee as set forth in Section 8.1, with respect to any Accounting Period with respect to such Compressor Station be less than the Minimum Compression Fee with respect to such Compressor Station.

c. Each Compressor Station will (i) be capable of operating down to suction pressures of [\*\*\*] psig, as measured at the inlet of the suction scrubber, while compressing the design volume of Gas equal to the inlet volume compression capacity (expressed in MMcf per day) set forth in the Compressor Station Annex for such Compressor Station, (ii) have the number of horsepower of compression and have the capacity to compress at least the volume (expressed in MMcf per day) in each case set forth in the Compressor Station Annex for such Compressor Station, (iii) have dehydration equipment with a capacity of at least the capacity (expressed in MMcf per day) set forth in the Compressor Station Annex for such Compressor Station, (iv) have two stages of compression unless otherwise set forth in the Compressor Station Annex for such Compressor Station, and (v) be capable of discharging a volume of Gas equal to the "Initial Inlet Volume Compression Capacity" set forth in the Compressor Station Annex for such Compressor Station at sufficient pressure to be delivered at the Redelivery Point

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at a pressure of at least [\*\*\*] psig. Unless otherwise set forth in the Compressor Station Annex, additional compression capacity may be installed at a Compressor Station upon terms mutually agreed upon by the Parties and set forth in a written amendment or addendum to this Agreement or the applicable Compressor Station Annex that is signed by the Parties.

d. MarkWest shall complete the installation of any Compressor Station by the date set forth in the Compressor Station Annex (with respect to such Lateral Compression Station, the "**Required Compression Effective Date**"), subject to Force Majeure. If the Compression Effective Date with respect to a Compressor Station has not occurred by the relevant Required Compression Effective Date and such delay is not due to Force Majeure, then after the relevant Compression Effective Date, MarkWest will not charge Antero the relevant Compression Fee (or the relevant Minimum Compression Fee) for a number of days equal to the number of days following such Required Compression Effective Date until the relevant Compression Effective Date has occurred. MarkWest shall keep Antero reasonably informed of the status of obtaining required permits and rights of way for such Compressor Station and in particular shall promptly notify Antero if MarkWest becomes aware or reasonably should have become aware, based on the facts and circumstances known to MarkWest at that time, that it is likely that delays in obtaining any such permits or rights of way will delay the Compression Effective Date for such Compressor Station.

e. For any Compressor Station, at any time and from time to time after the [\*\*\*] anniversary of the later of (i) the Compression Effective Date for such Compressor Station and (ii) the last date on which additional compression capacity was installed at such Compressor Station at Antero's request (such later date, the "**Capacity Election Reduction Date**"), Antero shall have the right, by written notice to MarkWest, to require that MarkWest take out of service or otherwise not make available to Antero hereunder one or more of the compressor units installed at such Compressor Station for Antero pursuant to this Agreement, provided that in no event shall the amount of compression capacity installed at such Compressor Station for Antero pursuant to this Agreement be less [\*\*\*], in the case of (1) and (2) as rounded up to take into account the capacity of individual compressor units (any such compressor units taken out of service or not made available to Antero in accordance with the foregoing, the "**Removed Compressor Units**"). Commencing on the first day of the second Accounting Period beginning after the date such notice is deemed given pursuant to this Agreement, (i) the horsepower associated with such Removed Compressor Units shall not be made available to Antero and shall not be included for purposes of calculating the component of the Minimum Compression Fee for such Compressor Station which is based on the horsepower installed at such Compressor Station, (ii) MarkWest's other capacity obligations with respect to such Compressor Station (including, without limitation, the obligations to provide

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and maintain capacity for inlet volume compression, dehydration equipment, and Low Pressure Condensate storage) shall be correspondingly reduced to reflect the actual compression capacity remaining at the affected Compressor Station, and (iii) the Compressor Station Annex for the affected Compressor Station shall automatically be deemed to be amended to reflect the adjustments set forth in the foregoing clauses (i) and (ii) and, at MarkWest's request, the Parties shall execute a written amendment thereto reflecting such adjustments. Except as specified in this Section 4.2.e, the Minimum Compression Fee shall not be affected by Removed Compressor Units. Antero shall reimburse MarkWest for all reasonable out-of-pocket costs incurred by MarkWest in decommissioning and/or removing any Removed Compressor Units.

4.3 Subject to the remaining terms of this Agreement and each Annex hereto, (a) on and after the Gathering Effective Date for each Lateral, MarkWest shall receive at the Receipt Point(s) for such Lateral and gather on such portion of the Gathering System such portion of Antero's Gas that Antero delivers hereunder and that meets the applicable conditions under this Agreement, up to an amount equal to Antero's Tier 1 Capacity with respect to such Lateral plus such additional volumes of Antero's Gas that Antero may deliver from time to time and which may be gathered on the Gathering System on an interruptible

space available basis, (b) on and after the Compression Effective Date for the Compressor Station to be located at the Sherwood Plant, MarkWest shall receive at the Receipt Point at such Compressor Station and compress such portion of Antero's Gas that Antero delivers hereunder and that meets the applicable conditions under this Agreement, up to the capacity of such Compressor Station as set forth in the relevant Compressor Station Annex, and (c) MarkWest shall redeliver to the Redelivery Points a quantity of Gas thermally equivalent to the quantity of Antero's Gas delivered by or on behalf of Antero and received by MarkWest, as measured at the Measurement Points, less the thermal equivalent of the Gathering System Fuel, Lost and Unaccounted For Gas and High Pressure Condensate (other than High Pressure Condensate vaporized and reinjected into the Gas stream upstream of the Redelivery Point) allocated to Antero's Gas in accordance with this Agreement.

4.4 As between the Parties, MarkWest shall own all the appurtenances, additions, extensions, improvements, or expansions of or to the Gathering System that are constructed by MarkWest at the request of Antero pursuant to this Agreement, which additions shall become a part of the Gathering System and shall be subject to this Agreement.

4.5 During any period when (i) all or any portion of the Gathering System is shut down because of mechanical failure, maintenance or repairs, operating conditions outside of the design parameters of the Gathering System, or Force Majeure; or (ii) Antero's Gas available for receipt, together with the non-interruptible Gas of third parties, exceeds the capacity of the Gathering System; or (iii) MarkWest determines reasonably and in good faith that the operation of all or any portion of the Gathering System will cause injury or harm to persons or property or to the integrity of the Gathering System, Antero's Gas and the Gas of third parties may be curtailed or, if applicable, bypassed around the affected portion of the

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Gathering System. In the event of a curtailment or bypass, available capacity in the affected portion of the Gathering System will be allocated in accordance with the following: (a) first, available capacity will be allocated to the holders of Tier 1 Capacity in the affected facilities who are delivering Gas, on a pro rata basis in accordance with (and not to exceed) their respective Tier 1 Capacity in the affected facilities, and (b) second, available capacity will be allocated to all other Gas, including Antero's Gas and Gas of other holders of Tier 1 Capacity that is in excess of Antero's or such holder's Tier 1 Capacity, on a pro rata basis.

4.6 It is understood and agreed that either Party hereto may, without liability to the other Party, interrupt the operations of its facilities for the purpose of making necessary alterations, maintenance or repairs thereto or to comply with applicable regulatory requirements. MarkWest will exercise reasonable diligence to schedule routine repair and maintenance so as to minimize disruption of service hereunder, and except in situations reasonably perceived by MarkWest to be emergencies, shall use commercially reasonable efforts to provide at least fourteen (14) days prior notice to Antero of such scheduled routine repair and maintenance. In each case of such routine repair and maintenance, MarkWest shall coordinate with Antero in a commercially reasonable manner prior to giving the advance notice of any such service interruption.

4.7 MarkWest shall ensure that any conveyance, assignment, sale or other transfer of the Gathering System or any interest therein shall be subject to this Agreement. MarkWest shall require any purchaser, assignee or other transferee of the Gathering System or any interest therein to ratify this Agreement and to expressly assume and agree to the terms hereof to the extent of the interest in the Gathering System acquired by that party in a manner consistent with the provisions of Article 15.

4.8 MarkWest shall not grant any priority rights to any third party to capacity in any Lateral that is superior to Antero's Tier 1 Capacity rights. With respect to any Lateral, the aggregate amount of Tier 1 Capacity granted to Antero and to any third party for such Lateral (the "**Total Tier 1 Capacity**"), shall not exceed [\*\*\*] percent ([\*\*\*]%) of the amount of Tier 1 Capacity granted to Antero for such Lateral, unless MarkWest installs pipe of a diameter greater than the minimum diameter set forth in the relevant Lateral Annex or installs additional or expanded facilities or otherwise modifies the relevant facilities to increase the capacity of such Lateral above the capacity that such Lateral would have had if it had been constructed to the minimum specifications, including minimum pipe diameters and minimum MAOP, set forth in the relevant Lateral Annex. MarkWest shall notify Antero of any such increases to Lateral capacity.

4.9 At each Receipt Point at which a Compressor Station is installed by MarkWest in accordance with this Agreement ("**Compressor Receipt Point**"), MarkWest will (i) separate condensate and other liquids from Antero's Gas that is delivered at such Compressor Receipt Point ("**Low Pressure Condensate**") and (ii) place Antero's Low Pressure Condensate in tanks for delivery into trucks. Slug catchers, collection tanks, vapor recovery units, and associated piping for collecting Low Pressure Condensate from

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the Compressor Receipt Point facilities into the collection tanks shall be constructed by MarkWest at the Compressor Receipt Points at Antero's cost. Such facilities shall be constructed in accordance with design parameters mutually agreed upon by the Parties. The Compressor Receipt Point sites will include space for such facilities in a manner that is mutually agreed upon by the Parties.

a. Antero shall be responsible for all pigging operations relating to the delivery of the Low Pressure Condensate to the Compressor Receipt Points. Antero shall conduct pigging for delivery of the Low Pressure Condensate to the Compressor Receipt Points at such frequencies as MarkWest shall reasonably request and in a manner that does not interfere with MarkWest's operation of the Gathering System. Antero shall not inject free liquids into pipelines upstream of the Compressor Receipt Points, but the Parties acknowledge that free liquids may naturally form or occur in such pipelines as a result of the gathering of Gas.

b. Antero shall be responsible for the pickup, removal, transportation, marketing and disposal of Antero's Low Pressure Condensate. Antero shall pick up and remove its Low Pressure Condensate from the Compressor Stations by truck. Antero shall coordinate with MarkWest regarding the scheduling of such truck pickups, and Antero shall provide reasonable prior notice to MarkWest of each such pickup. Antero and its employees, agents and contractors shall comply with all applicable laws, rules, regulations and ordinances in connection with the pickup, removal,

transportation, marketing and disposal of Antero's Low Pressure Condensate and shall comply with MarkWest's site, safety, security and operations requirements and standards with respect to the pickup and removal of Antero's Low Pressure Condensate from the Compressor Stations.

- c. MarkWest's ability to perform its obligations under this Agreement with respect to the receipt, compression and gathering of Antero's Gas delivered at each Compressor Receipt Point is dependent upon and subject to the performance of Antero's obligations under this Section 4.9.
- d. Antero shall indemnify MarkWest and the MarkWest Indemnified Parties from and against any and all losses, damages, costs and expenses arising from or relating to Antero's pigging operations described in Section 4.9.a. and the pickup, removal, transportation, marketing and disposal of Antero's Low Pressure Condensate, including any breach of Antero's obligations set forth in this Section 4.9.

## ARTICLE 5: RECEIPT POINTS AND CONDITIONS

- 5.1 Antero shall be responsible for delivering Antero's Gas or causing Antero's Gas to be delivered to MarkWest at the Receipt Points.
- 5.2 Antero shall deliver Antero's Gas hereunder at a pressure sufficient to enter each Receipt Point in accordance with the following:

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- a. in the case of each Receipt Point that is upstream of a Compressor Station, at the prevailing suction pressures as they exist from time to time; and
- b. in the case of all other Receipt Points, at the prevailing pressures as they exist from time to time, which pressure shall not be required to be greater than the maximum allowable operating pressure of the applicable Lateral set forth in the Lateral Annex for such Lateral.

MarkWest shall operate the Gathering System such that, during periods in which the deliveries of Antero's Gas at the Compressor Receipt Points are within the inlet volume compression capacity for such Compressor Receipt Points specified in the applicable Compressor Station Annexes relating thereto, the inlet pressures at the Compressor Receipt Points will not exceed [\*\*\*] psig and that during periods, if any, in which such deliveries exceed such inlet volume compression capacity, the inlet pressures at the Compressor Receipt Points are as low as is commercially and operationally practicable under the then current circumstances.

## ARTICLE 6: GAS QUALITY

- 6.1 As measured at each Receipt Point, Gas delivered by Antero to the Receipt Points shall be of a quality that meets the specifications in the Processing Agreement and that, after such Gas is processed at the Sherwood Plant as it then exists in accordance with the Processing Agreement, meets the quality specifications of pipelines receiving Gas at the "Redelivery Point" under the Processing Agreement, as in effect from time to time, other than for water vapor content.
- 6.2 Additionally, at each Receipt Point, Gas delivered by Antero shall:
  - a. be commercially free from dust, sand, gum, gum forming constituents, diluent, and other liquids and solids;
  - b. have a Gross Heating Value of not less than [\*\*\*], unless mutually agreed upon;
  - c. not contain more than [\*\*\*] of hydrogen sulfide per 100 Cubic Feet of Gas;
  - d. not contain more than [\*\*\*]% by volume carbon dioxide; and
  - e. at each Receipt Point that is not a Compressor Receipt Point, be commercially free of liquid hydrocarbons and free water.

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- 6.3 If Gas tendered by Antero should fail to meet any one or more of the above specifications from time to time, then:
  - a. MarkWest may take receipt of the non-conforming Gas, and that receipt shall not be construed as a waiver or change of standards for future Gas volumes; or
  - b. MarkWest may, at its sole discretion, cease receiving the non-conforming Gas from Antero, and shall notify Antero that it will cease receiving the non-conforming Gas. In such event, such Gas shall not be considered as delivered to MarkWest for purposes of Section 4.2 or Section 8.1.
  - c. If the Gas as delivered contains contaminants not in conformance with the specifications in Article 6, then Antero shall be responsible for, and shall reimburse MarkWest for all actual expenses, damages and costs resulting therefrom.
- 6.4 As long as Antero's Gas meets the foregoing specifications, MarkWest shall be responsible for delivering Gas at the Redelivery Point that meets the Gas quality specifications applicable under the Processing Agreement.
- 6.5 Notwithstanding Section 6.3, if Antero's Gas conforms to all specifications required by this Article 6 other than hydrocarbon dew point and/or Gross Heating Value, MarkWest shall use commercially reasonable efforts to accept such Gas and to blend and commingle such Gas with other Gas in the Gathering

System so that it meets the applicable specifications, provided that MarkWest shall not be required to accept and to blend or commingle such Gas to the extent that MarkWest determines, in MarkWest's sole but good faith discretion, that the acceptance, blending or commingling of such Gas is reasonably likely to (i) adversely affect (x) the safety, integrity or operation of the Gathering System or the Sherwood Plant, (y) the delivery of Gas to the Sherwood Plant or to other redelivery points that may be applicable from time to time, or (z) the Gas of third parties, or (ii) otherwise result in economic harm to third parties using the Gathering System or the Sherwood Plant.

## ARTICLE 7: MEASUREMENT AND ALLOCATIONS

7.1 MarkWest shall measure the volume, heating content, and composition (including the GPM of each Plant Product) of the Gas hereunder using meters and other measurement equipment that MarkWest has installed or caused to be installed at each Measurement Point. MarkWest shall also install, operate and maintain, or cause to be installed, operated and maintained, suitable meter or meters and/or other necessary equipment for the purpose of measuring Gathering System Fuel (including, with respect to Gas that is used as Gathering System Fuel, the volume and heating content thereof). The Gathering Fee shall not be charged on such Gathering System Fuel. In each case, the measurements above shall be made by MarkWest in accordance with the American Gas Association Gas Measurement

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Committee Report No. 3 standards or any revision thereof. The measured volume and Btu content shall be calculated at Standard Base Conditions.

7.2 The accuracy of MarkWest's measuring equipment shall be verified by tests using means and methods generally acceptable in the gas industry, at least quarterly. Measuring equipment found to be registering inaccurately shall be adjusted to read as accurately as possible. MarkWest shall give Antero two (2) Business Days notice of upcoming tests. If Antero fails to have a representative present, the results of the test shall nevertheless be considered valid until the next test. MarkWest shall, upon written request of Antero, conduct a test of MarkWest's measuring equipment, provided that in no event shall MarkWest be required to test its equipment more frequently than once a month. All tests of such measuring equipment shall be made at MarkWest's expense, except that Antero shall bear the expense of tests made at its request if the inaccuracy is found to be less than [\*\*\*] percent ([\*\*\*]%).

7.3 Antero may, at its option and expense, install check meters at any Receipt Point for checking MarkWest's metering equipment and the same shall be so installed as not to interfere with the operation of the Gathering System. The charts and records by which such measurements are determined shall be available for the use of both Antero and MarkWest in fulfilling the terms and conditions thereof. Additional measurement facilities may be installed by Antero or, at Antero's request, by MarkWest at or upstream of any Receipt Point. At Antero's request, and at Antero's expense, MarkWest shall, based on design parameters provided by Antero, engineer and install measurement equipment at any Compressor Station at or near the outlet flange on the downstream side of the 2-phase separator located upstream of the compressor unit. Such measurement equipment shall be accessible to and shall be operated and maintained by Antero or its designee.

7.4 If, for any reason, any measuring equipment is inoperative or inaccurate by more than [\*\*\*] percent ([\*\*\*]%) in the measurement of Gas, then the volume of Gas delivered during the period of such inaccuracy shall be determined on the basis of the best data available using the first of the following methods which is feasible:

- (a) By using the registration of any check measuring equipment installed and accurately registering; or
- (b) By using a percentage factor to correct the error if the percentage of error is ascertainable by calibration, test, or mathematical calculations; or
- (c) By comparing deliveries made during preceding periods under similar delivery conditions when the meter was registering accurately.

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7.5 An adjustment based on such determination shall be made for such period of inaccuracy as may be definitely known, or if not known, then for one half the period since the date of the last meter test. In no event, however, shall any adjustment extend back beyond [\*\*\*] from the date the error was first made known by one Party hereunder to the other.

7.6 Each Party shall have the right to inspect the other Party's equipment, charts, and other measurement or test data during business hours; but the reading, calibration, and adjustment of such equipment and changing of charts shall be done by the Party installing and furnishing same. Unless the Parties otherwise agree, each Party shall preserve all its original test data, charts, and other similar records for a period of at least [\*\*\*].

7.7 MarkWest shall obtain or cause to be obtained flow proportional representative samples of Antero's Gas measured at the Measurement Point(s) in accordance with generally accepted industry standards; provided, however, that for any Receipt Points that deliver less than [\*\*\*] (\*\*\* Mcf per day, in lieu of the foregoing, MarkWest may obtain quarterly spot samples of Antero's Gas measured at the Measurement Points. MarkWest shall obtain or cause to be obtained analyses of all such samples. All analyses shall determine the composition of the Gas by component in mole percent, Thermal Content, and specific gravity, all by means of chromatographic or other methods accepted in the industry.

7.9 MarkWest's measurement equipment at each Measurement Point shall include a reasonably sufficient number of data ports, and MarkWest shall permit Antero to connect to such data ports, as shall be required to provide to Antero on a real-time basis all measurement data generated by such measurement equipment. Antero shall be responsible at its own cost for obtaining equipment and/or services to connect to such data ports and receive and process such data.

7.10 Allocations required for determining payments or fees due under this Agreement shall be made by MarkWest in accordance with accepted industry standards and this Section 7.10 and shall be based upon the measurements taken and quantities determined for the applicable Accounting Period.

- a. The following definitions shall be applicable:
  - i. **“Fuel Point”** means a point on the Gathering System where Gathering System Fuel is consumed;
  - ii. **“receipt point”** means all receipt points at which Gas is delivered into the Gathering System, including the Receipt Points; and
  - iii. **“measurement point”** shall mean all measurement points on the Gathering System, including the Measurement Points.

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b. Lost and Unaccounted For Gas shall be allocated to each measurement point pro rata based upon the Thermal Content of all Gas received at all measurement points during the applicable Accounting Period. Total Lost and Unaccounted For Gas shall be determined by subtracting from the sum of the total Thermal Content of Gas received at all measurement points during such Accounting Period the sum of (i) the Thermal Content of Gas actually delivered to the Redelivery Point(s) during such Month, (ii) the Thermal Content of Gas consumed as Gathering System Fuel measured at all Fuel Points during such Accounting Period, and (iii) the Thermal Content of all High Pressure Condensate recovered from the Gathering System during such Accounting Period (other than High Pressure Condensate vaporized and reinjected into the Gas stream). Lost and Unaccounted For Gas for each Accounting Period shall be allocated to each measurement point based upon a fraction, the numerator of which is the total Thermal Content of Gas measured at such measurement point during such Accounting Period, and the denominator of which is the total Thermal Content of Gas measured at all measurement points during such Accounting Period.

c. Gathering System Fuel shall be allocated to each measurement point upstream of the applicable Fuel Point by multiplying the Gathering System Fuel measured at the applicable Fuel Point during the applicable Accounting Period by a fraction, the numerator of which is the volume of Gas in Mcfs received into the Gathering System at such receipt point (as measured at the applicable measurement point) during such Accounting Period, and the denominator of which is the aggregate volume of Gas in Mcfs received into the Gathering System at all receipt points (as measured at the relevant measurement points) upstream of the applicable Fuel Point during such Accounting Period.

d. High Pressure Condensate shall be allocated in accordance with the Processing Agreement.

7.11 MarkWest shall not permit any third party to deliver any Gas to a Receipt Point unless (a) MarkWest has constructed measurement points upstream of such Receipt Point sufficient to separately measure such third party's Gas and Antero's Gas delivered at such Receipt Point for purposes of making the above allocations to such measurement points and (b) MarkWest and Antero have agreed on procedures to measure and allocate any Low Pressure Condensate collected at Compressor Stations at which such third party Gas is compressed.

7.12 With respect to each Accounting Period, Antero hereby directs MarkWest to provide to Processor, and MarkWest will provide to Processor with respect to each third party shipper on the Gathering System, such measurement and allocation information as Processor may reasonably request to permit Processor to make the allocations in the Processing Agreement to each Measurement Point under this Agreement for such Accounting Period.

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## ARTICLE 8: FEES AND CONSIDERATION

8.1 Subject to Section 8.2, (a) commencing on the Gathering Effective Date for each Lateral, MarkWest will charge Antero the per Mcf Gathering Fee for such Lateral for all of Antero's Gas delivered to the Receipt Points on such Lateral, as measured at the Measurement Points, provided, however, that commencing on the Minimum Gathering Fee Commencement Date for such Lateral and for a period of [\*\*\*] thereafter (as may be extended for any event of Force Majeure in excess of thirty (30) days as described below in this Section 8.1), in no event shall the Gathering Fee actually paid to MarkWest hereunder, together with amounts credited to the Minimum Gathering Fee as set forth in this Section 8.1, with respect to any Accounting Period for such Lateral be less than the Minimum Gathering Fee for such Lateral and (b) commencing on the Compression Effective Date for each Compressor Station, the Compression Fees provided for in Section 4.2.b, including the Minimum Compression Fee for the period of time set forth in Section 4.2.b. Notwithstanding the foregoing Antero shall receive a credit against the Minimum Gathering Fee and/or the Minimum Compression Fee for a Lateral or Compressor Station, as applicable, in the following circumstances:

- a. to the extent that such Lateral or Compressor Station is affected by an event of Force Majeure lasting longer than [\*\*\*]; provided that, in the event of such an event of Force Majeure, (i) the period of time during which the Minimum Gathering Fee and/or Minimum Compression Fee for the affected Lateral and/or Compressor Station shall be payable shall automatically be extended for the duration of such Force Majeure event that is in excess of [\*\*\*] and (ii) if the then current Primary Term or renewal term of this Agreement would end prior to the extended date set forth in clause (i), the Primary Term or then current renewal term, as applicable, shall automatically be extended to end on the date set forth in clause (i). Upon the request of either Party, the Parties shall promptly execute an amendment to this Agreement reflecting any extensions set forth in the foregoing sentence; or

- b. to the extent of any volumes of Antero's Gas that Antero tenders for delivery to the applicable Receipt Point but which volumes are not gathered through the affected Lateral or compressed through the affected Compressor Station, as applicable, as determined in accordance with the remaining provisions of this subparagraph (such volumes, **“Rejected Volumes”**), in either case as a result of any material breach by MarkWest of this Agreement lasting longer than [\*\*\*]. The Rejected Volumes shall be reasonably demonstrated by Antero to MarkWest based upon recent representative production data for Antero's Gas for the applicable Receipt Point. Any credit provided pursuant to this Section 8.1.b. shall be equal to

the Rejected Volumes of Antero's Gas multiplied by the Gathering Fee for the affected Lateral or Compression Fee for the Compressor Station, as applicable.

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8.2 [\*\*\*] percent ([\*\*\*]%) of each of the Gathering Fees and, if applicable, the Compression Fees shall be adjusted up or down on an annual basis in proportion to the percentage change, from the preceding year, in the Consumer Price Index — All Urban Consumers (Series ID CUUR0000SA0), Not Seasonally Adjusted, U.S. city average, All items (Base Period 1982-84=100), as published by the United States Department of Labor, Bureau of Labor Statistics (“CPI”). Such adjustment shall be made effective upon each January 1 beginning on January 1, 2014 and shall reflect the percentage change in the CPI as it existed for the immediately preceding June from the CPI for the second immediately preceding June; provided, neither the Gathering Fees nor the Compression Fees, if applicable, shall ever be less than the initial fees stated in Sections 8.1 and 4.2, respectively.

8.3 The Gathering Fee and, if applicable, the Compression Fee on a Lateral shall never be higher than the lowest gathering fee or compression fee, as applicable, charged by MarkWest to any similarly situated Tier 1 Capacity customer of MarkWest on such Lateral. MarkWest shall determine in good faith which Tier 1 Capacity customers shall be considered similarly situated based on a number of factors, including but not limited to contract term, volume, and level of commitment. If such a similarly situated Tier 1 Capacity customer on a Lateral receives gathering or compression service on such Lateral at a lower rate than the Gathering Fee or, if applicable, Compression Fee charged to Antero in accordance with this Agreement for service on such Lateral, such Gathering Fee or, if applicable, Compression Fee shall immediately be lowered to such lower rate and shall remain at such lower rate as long as service is provided to such other similarly situated Tier 1 Capacity customer at such lower rate, at which time the relevant Gathering Fee or Compression Fee shall increase again to such Gathering Fee or Compression Fee as is applicable in accordance with this Agreement.

#### ARTICLE 9: PAYMENTS

9.1 MarkWest shall provide Antero with a statement explaining fully how all consideration due (including deductions) under the terms of this Agreement was determined not later than the last day of the Accounting Period following the Accounting Period for which the consideration is due. Any sums due MarkWest under this Agreement shall be paid no later than 30 days following receipt of the statement furnished under this Section 9.1. If the amount owed by one Party to another is the subject of a good faith dispute, the Party with the payment obligation shall be obligated to pay only the undisputed portion of such amount pending the resolution of such dispute in accordance with this Agreement. Late payments of undisputed amounts shall accrue interest at the rate of 1.5% per month until paid. Amounts due to either Party hereunder may be netted against amounts due to either Party under the Processing Agreement, and if at any time MarkWest is not the Processor under the Processing Agreement but the Processor is an Affiliate of MarkWest, then Antero shall direct Processor to net payments due to MarkWest hereunder from any payments due to Antero under the Processing

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\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Agreement and to pay such amounts due to MarkWest hereunder directly to MarkWest on Antero's behalf.

9.2 Either Party, on thirty (30) days prior written notice, shall have the right at its expense, at reasonable times during business hours, to audit the books and records of the other Party to the extent necessary to verify the accuracy of any statement, allocation, measurement, computation, charge, or payment made under or pursuant to this Agreement. The scope of any audit shall be limited to the [\*\*\*] period immediately prior to the month in which notice is given (“Audit Period”). However, no audit may include any time period for which a prior audit hereunder was conducted, and no audit may occur more frequently than [\*\*\*]. The Party conducting the audit shall have ninety (90) days after concluding the audit in which to submit a written claim for adjustments, with supporting detail. The audited Party shall respond to the written claim within forty-five (45) days after receiving the written claim. All volumes, statements, allocations, measurements, computations, charges, or payments made in any period prior to the Audit Period, or made for charges during the Audit Period but for which a written claim for adjustments is not made within ninety (90) days after the information that has been reasonably requested in connection with such audit has been provided or made available to the requesting party, shall be conclusively deemed true and correct and shall be final for all purposes. To the extent that the foregoing varies from any applicable statute of limitations, the Parties expressly waive all such other applicable statutes of limitations. The Parties acknowledge and agree that, in connection with any audit hereunder, MarkWest shall not be required to disclose to Antero the names of other MarkWest customers or the settlement terms for those customers.

#### ARTICLE 10: FORCE MAJEURE

10.1 In the event a Party is rendered unable, wholly or in part, by Force Majeure, to carry out its obligations under this Agreement, other than the obligation to make any payments due hereunder, the obligations of that Party, so far as they are affected by Force Majeure, shall be suspended from the inception and during the continuance of the inability, and the cause of the Force Majeure, as far as possible, shall be remedied with reasonable diligence. The Party affected by Force Majeure shall provide the other Party with written notice of the Force Majeure event, with reasonably full detail of the Force Majeure within a reasonable time after the affected Party learns of the occurrence of the Force Majeure event. The settlement of strikes, lockouts, and other labor difficulty shall be entirely within the discretion of the Party having the difficulty and nothing herein shall require the settlement of strikes, lockouts, or other labor difficulty.

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\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

**ARTICLE 11: LIABILITY AND INDEMNIFICATION**

11.1 As among the Parties hereto, Antero and any of its designees shall be in custody, control and possession of the Gas hereunder, including any portion thereof which accumulates as liquids, until that Gas is delivered to a Receipt Point, and after any portion of the Gas is redelivered to Antero or for Antero's account at a Redelivery Point.

11.2 As among the Parties hereto, MarkWest and any of its designees shall be in custody, control and possession of the Gas hereunder, including any portion thereof which accumulates as liquids, after that Gas is delivered at a Receipt Point and until that Gas is redelivered to Antero or for Antero's Account at a Redelivery Point.

11.3 Each Party ("**Indemnifying Party**") hereby covenants and agrees with the other Party, and its Affiliates, and each of their directors, managers, members, officers and employees ("**Indemnified Parties**"), that except to the extent caused by the Indemnified Parties' gross negligence or willful misconduct, the Indemnifying Party shall protect, defend, indemnify and hold harmless the Indemnified Parties from, against and in respect of any and all Losses incurred by the Indemnified Parties to the extent those Losses (i) arise from claims brought by any of the Indemnifying Party's employees, its contractors or subcontractors, or their employees for Losses due to bodily injury, death, or damage to property or (ii) are not covered by clause (i) and arise from or are related to: (a) the Indemnifying Party's facilities; or (b) the Indemnifying Party's custody, possession and control of the Gas. The foregoing indemnities are intended to apply regardless of the cause of any Losses, even though caused in whole or in part by a pre-existing condition, the negligence, strict liability, or other legal fault of an Indemnified Party (other than the gross negligence or willful misconduct of an Indemnified Party), or the unseaworthiness or defective condition of vessels, craft or premises owned, supplied, hired, chartered or borrowed by an Indemnitee.

**ARTICLE 12: TITLE**

12.1 Antero represents and warrants that it owns, or has the right to deliver, all of the Gas that is delivered under this Agreement to the Receipt Points for the purposes of this Agreement, free and clear of all liens, encumbrances and adverse claims. If the title to Gas delivered by Antero hereunder is disputed or is involved in any legal action, MarkWest shall have the right to withhold payment (with interest at the Prime Rate as published in the *Wall Street Journal*, under "Money Rates"), or cease receiving the Gas, to the extent of the interest disputed or involved in legal action, during the pendency of the action or until title is freed from the dispute, or until Antero furnishes, or causes to be furnished, indemnification to save MarkWest harmless from all claims arising out of the dispute or action, with surety acceptable to MarkWest. Antero hereby indemnifies MarkWest against and holds MarkWest harmless from any and all Losses arising out of or related to any breach of the foregoing representation and warranty.

12.2 Title to all of Antero's Gas and all Low Pressure Condensate attributable to Antero's Gas shall remain in Antero. Title to High Pressure Condensate allocated to

Antero's Gas pursuant to the Processing Agreement shall remain in Antero until title thereto transfers to Processor pursuant to the Processing Agreement and the Natural Gas Liquids Exchange Agreement dated as of March 31, 2011 between Antero and Processor, as amended or restated from time to time.

**ARTICLE 13: ROYALTY AND TAXES**

13.1 Antero shall have the sole and exclusive obligation and liability for the payment of all persons due any proceeds derived from the Gas delivered under this Agreement, including royalties, overriding royalties, and similar interests, in accordance with the provisions of the leases or agreements creating those rights to proceeds. In no event will MarkWest have any obligation to those persons due any of those proceeds of production attributable to the Gas under this Agreement.

13.2 Antero shall pay and be responsible for all Taxes levied against or with respect to Antero's Gas delivered or services provided to Antero under this Agreement, except for any MarkWest local, state or federal income taxes associated with payments by Antero in cash or in kind to MarkWest for such services. MarkWest shall under no circumstances become liable for those Taxes, unless designated to remit those Taxes on behalf of Antero by any duly constituted jurisdictional agency having authority to impose such obligations on MarkWest, in which event the amount of those Taxes remitted on Antero's behalf shall (a) be reimbursed by Antero upon receipt of invoice, with corresponding documentation from MarkWest setting forth such payments, or (b) deducted from amounts otherwise due Antero under this Agreement.

13.3 Antero hereby agrees to defend and indemnify and hold MarkWest harmless from and against any and all Losses arising from the payments made by Antero in accordance with Sections 13.1 and 13.2, including, without limitation, Losses arising from claims for the nonpayment, mispayment, or wrongful calculation of those payments.

**ARTICLE 14: RIGHTS-OF-WAY**

14.1 Antero hereby grants to MarkWest, insofar as Antero has the right to do so, all requisite easements and rights-of-way over, across, and under the lands covered by the Antero Interests, with full right of ingress and egress, for the purposes of constructing, operating, repairing, replacing and maintaining communication facilities, measurement facilities, pipeline gathering facilities, compression facilities, dehydration facilities, treating facilities, processing facilities and other underground and surface equipment necessary for the performance of MarkWest's obligations set forth in this Agreement; provided, the exercise of those rights by MarkWest will not interfere with Antero's lease operations or with the rights of owners in fee. All facilities and other equipment acquired, placed, or installed by MarkWest for the purposes of this Agreement pursuant to the provisions of this Article, shall remain the property of MarkWest and may be removed by MarkWest at any time.

14.2 To the extent permitted under applicable easements and subject to the remaining provisions of this Section 14.2, Antero will have the right to install and operate, within the Gathering System right-of-way and compressor sites (collectively, the “**MarkWest Land Rights**”), low pressure pipeline facilities and related compression facilities that are delivering Antero’s Gas to the Gathering System and water distribution systems; provided, however, that Antero may not lay any gathering lines or install other facilities that unreasonably interfere with MarkWest’s present or future use of the MarkWest Land Rights as determined by MarkWest in its reasonable discretion. Prior to any shared use of the MarkWest Land Rights, the Parties shall enter into a shared use agreement setting forth the terms under which such shared use will occur, including without limitation, costs and maintenance responsibilities and the terms set forth in this Section 14.2. Any such shared use by Antero shall be at Antero’s cost and expense, and MarkWest shall not incur any costs with respect thereto. With regard to any construction or operations by or on behalf of Antero on the MarkWest Land Rights, (i) Antero may not unreasonably disturb MarkWest’s safe and orderly operation of the Gathering System, (ii) Antero must comply with MarkWest’s reasonable requirements and specifications in connection with the construction, installation and operation of such facilities within the MarkWest Land Rights (including, without limitation, line spacing requirements), (iii) Antero must return the surface area of the MarkWest Land Rights to their original state after such installation, and (iv) Antero must conduct any such operations in accordance with MarkWest’s construction and safety procedures. Antero shall indemnify, defend and hold harmless MarkWest for and against any losses, damages, claims, demands or actions arising from or related to Antero’s (or that of its employees, agents or contractors) use of, activities on, and operations within the MarkWest Land Rights. Antero shall have the right to assign its rights under this Section 14.2 and under any shared use agreement to any third party with whom Antero contracts to provide low-pressure gathering service to Antero for delivery of Antero’s Gas to the Receipt Points hereunder, provided that, notwithstanding any assignment to and assumption by such third party of the rights and obligations under this Section 14.2 and any shared use agreement, Antero shall remain responsible and liable to MarkWest for such third party’s use of, activities on and operations within the MarkWest Land Rights as set forth in this Section 14.2 and in the shared use agreement, as though such activities and operations were performed by Antero hereunder and thereunder, unless such third party is a Qualified Service Provider (as hereinafter defined), in which event Antero shall be released from its obligations under this Section 14.2 and the shared use agreement solely to the extent of the assignment to and assumption by the Qualified Service Provider, effective as of the effective date of such assignment and assumption. Except as set forth above or as may otherwise be agreed upon by the Parties, Antero (or any assignee thereof) may not assign its rights under this Section 14.2 or the shared use agreement except in connection with the assignment of this Agreement by Antero in accordance with Article 15. A “**Qualified Service Provider**” means a natural gas midstream services provider (a) that is experienced in the industry and performs such services in accordance with the standards that would be followed and complied with by a prudent operator under similar conditions, and in compliance with applicable laws, rules and regulations, as determined by MarkWest in its reasonable good faith discretion, and (b) which, if requested by MarkWest, provides sufficient security of performance in a form, for an amount and a

term, and from a creditworthy issuer, all as reasonably acceptable to MarkWest, including, but not limited to an irrevocable letter of credit or guaranty.

#### ARTICLE 15: ASSIGNMENTS

15.1 This Agreement shall extend to and be binding upon the parties hereto, their successors, and assigns. Subject to the provisions below, this Agreement and the rights, duties or obligations of the parties hereunder may be assigned or conveyed in whole or in part; provided, however, that except as set forth in the following sentence or in Section 14.2, neither Party shall assign or transfer this Agreement and any rights, duties or obligations hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Either Party may make such an assignment or transfer to an Affiliate without seeking the prior written consent of the other Party. A reasonable basis for withholding consent may include (i) the financial condition of the assignee raising reasonable concern relating to its ability to perform under this Agreement or (ii) concerns regarding the administration of this Agreement among multiple assignees of Antero unless the assignees appoint an agent to represent them in connection with this Agreement in a manner reasonably satisfactory to the other Party. All assignments and conveyances of the Gathering System shall be subject to this Agreement, including the foregoing provisions of this Article 15. No transfer of, or succession to, the interest of any Party hereto, either in whole or partially, shall affect or bind the other Party until the first (1<sup>st</sup>) day of the month following the month in which the other Party shall have received written notification thereof.

#### ARTICLE 16: MISCELLANEOUS

16.1 The failure of any Party hereto to exercise any right granted hereunder shall not impair nor be deemed a waiver of that Party’s privilege of exercising that right at any subsequent time or times.

16.2 This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado without regard to choice of law principles. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

16.3 This Section 16.3 shall apply to all disputes between the Parties arising under this Agreement except for disputes pertaining to claims for indemnification which arise in connection with or grow out of claims asserted against either Party by a third party. A dispute that is subject to this Section 16.3 is referred to herein as a “**Dispute**.” When a Dispute has arisen, either Party may give the other Party written notice of the Dispute (“**Dispute Notice**”). In the event a Dispute Notice is given, the Parties shall attempt to resolve the Dispute promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for the matter. Within ten (10) days after delivery of the Dispute

Notice, the receiving Party shall submit to the other a written response. Thereafter, the executives shall confer in person or by telephone promptly to attempt to resolve the Dispute. All reasonable requests for information made by one Party to the other will be honored. If the Dispute has not been resolved by negotiation within twenty (20) days of the Dispute Notice, or if the Parties have failed to confer within twenty (20) days after the Dispute Notice, the Parties shall endeavor to settle the Dispute by non-binding mediation under the CPR Mediation Procedure in effect on the date of this Agreement. Unless otherwise agreed, the Parties will select a mediator from the CPR Panels of Distinguished Neutrals (“**CPR Panel**”). If the Parties cannot agree on a mediator, CPR, upon receipt of advice from any of the Parties that they cannot agree on a mediator, will promptly appoint a mediator from the CPR Panel. All negotiations and proceedings pursuant to this Section 16.3 are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. If the Dispute has not been resolved by mediation as provided herein

within forty-five (45) days following submission of the Dispute Notice, either Party may pursue any and all remedies that may be available under this Agreement, applicable law or in equity.

16.4 The Parties agree that (a) MarkWest shall keep all information provided by Antero to MarkWest pertaining to Antero's exploration and development plans, production forecasts, acreage positions and other non-public information of Antero, and (b) the Parties shall keep the terms of this Agreement, confidential and not disclose the same to any other persons, firms or entities without the prior written consent of Antero (in the case of (a)) or the other Party (in the case of (b)); provided, the foregoing shall not apply to disclosures that a Party determines, based on advice of counsel, it is compelled by law or court order to make; or to disclosures to a Party's Affiliates or such Party's or its Affiliates' employees, directors, officers, partners, prospective partners or financing sources, purchasers or prospective purchasers of a Party's assets or businesses, financial advisors, consultants, attorneys, banks, or institutional investors, provided those persons, firms or entities likewise agree to keep this Agreement and/or such information, as applicable, confidential.

16.5 Any change, modification or alteration of this Agreement shall be in writing, signed by the Parties; and, no course of dealing between the Parties shall be construed to alter the terms of this Agreement.

16.6 All exhibits and appendices to this Agreement are hereby incorporated into and made part of this Agreement for all purposes. This Agreement, including all exhibits and appendices, contains the entire agreement between the Parties with respect to the subject matter hereof, and there are no oral or other promises, agreements, warranties, obligations, assurances, or conditions precedent, affecting it.

16.7 The terms and provisions of this Agreement are for the sole benefit of MarkWest and Antero, and no third party is intended to benefit herefrom other than the Indemnified Parties.

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**16.8 NO BREACH OF THIS AGREEMENT OR CLAIM FOR LOSSES UNDER ANY INDEMNITY OBLIGATION CONTAINED IN THIS AGREEMENT SHALL CAUSE ANY PARTY TO BE LIABLE FOR, NOR SHALL LOSSES INCLUDE, ANY DAMAGES OTHER THAN ACTUAL AND DIRECT DAMAGES, AND EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO CLAIM ANY OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES.**

16.9 This Agreement shall be subject to all applicable federal, state, and local laws, rules, regulations, and orders affecting either Antero or MarkWest and that pertain to the Gathering System or the operation thereof. In the event any one or more of the provisions of this Agreement shall be found to be violative of any applicable order, rule, or regulation of any regulatory body having jurisdiction, or of any valid law of the United States or any state or other governmental entity having jurisdiction, such provision or provisions shall be deemed to be modified to the extent necessary to comply with such order, rule, regulation, or law; provided, however, that in the event that a material term under this Agreement is so modified, the Parties will, timely and in good faith, revise and amend this Agreement in a manner which preserves, as closely as possible, each Party's business and economic objectives as expressed by the Agreement prior to such modification.

16.10 Unless otherwise provided herein, any notice, request or demand which either Party desires to serve upon the other regarding this Agreement shall be made in writing and shall be considered as delivered when hand delivered, or when delivery is confirmed by pre-paid delivery service (such as FedEx, UPS, DHL or a similar delivery service), or when sent via email, or, if mailed by United States certified mail, postage prepaid, three (3) days after mailing, or, if sent by facsimile transmission, when receipt is confirmed by the equipment of the transmitting Party; provided, if sent by email after normal business hours or if receipt of a facsimile transmission is confirmed after normal business hours, receipt shall be deemed to be the next Business Day. Such notice shall be given to the other Party at the following address, or to such other address as either Party shall designate by written notice to the other:

If to Antero:

ANTERO RESOURCES APPALACHIAN CORPORATION  
1625 17th Street  
Denver, Colorado 80202  
Attn: Vice President—Marketing  
Phone: [\*\*\*]  
Fax: [\*\*\*]

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With a copy to:

For general notices:

[\*\*\*]  
[\*\*\*]

For gas control, nominations & balancing:

[\*\*\*]

For accounting, legal & financial:

[\*\*\*]

If to MarkWest:

MARKWEST LIBERTY MIDSTREAM & RESOURCES, L.L.C.  
1515 Arapahoe Street  
Tower 1, Suite 1600  
Denver, CO 80202

Attn: Chief Operating Officer  
Phone: [\*\*\*]  
Facsimile: [\*\*\*]

With a copy to:

MarkWest Liberty Midstream & Resources, L.L.C.  
1515 Arapahoe Street  
Tower 1, Suite 1600  
Denver, CO 80202  
Attn: General Counsel  
Phone: [\*\*\*]  
Facsimile: [\*\*\*]

16.11 In the event any published price index referred to in this Agreement ceases to be published, the Parties shall mutually agree to an alternative published price index representative of the published price index referred to in this Agreement.

16.12 This Agreement may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be considered one instrument.

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[signature page follows]

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IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date set forth above.

**ANTERO RESOURCES APPALACHIAN CORPORATION**

**MARKWEST LIBERTY MIDSTREAM & RESOURCES, L.L.C.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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**LIST OF ANNEXES**

Lateral Annex – Zinnia and Middle Point Laterals  
Compressor Station Annex – Zinnia Compressor Station  
Compressor Station Annex – Middle Point Compressor Station  
Compressor Station Annex – Sherwood Compressor Station

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**LATERAL ANNEX TO GAS GATHERING AND COMPRESSION AGREEMENT (SHERWOOD) — ZINNIA AND MIDDLE POINT LATERALS**

This Lateral Annex (“Annex”) dated April 16, 2012 to Gas Gathering and Compression Agreement (Sherwood) is between MarkWest Liberty Midstream & Resources, L.L.C. (“MarkWest”) and Antero Resources Appalachian Corporation (“Antero”).

A. Antero and MarkWest are parties to that certain Gas Gathering and Compression Agreement (Sherwood) dated as of April 16, 2012 (as amended or restated, the “Agreement”).

B. This Annex is a Lateral Annex entered into pursuant to the Agreement.

C. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

NOW THEREFORE, MarkWest and Antero hereby agree as follows:

1. The Parties hereby agree to the addition of the following Lateral(s) to the Agreement and to the terms set forth below relating to such Lateral(s), as contemplated by the Agreement:

|   |   |                            |                    |                                  |                    |                             |                    |   |                    |
|---|---|----------------------------|--------------------|----------------------------------|--------------------|-----------------------------|--------------------|---|--------------------|
| Lateral(s)                              | Zinnia Lateral and Middle Point Lateral   |                            |                    |                                  |                    |                             |                    |   |                    |
| Route                                   | As reflected in the attached Schedule 1   |                            |                    |                                  |                    |                             |                    |   |                    |
| Initial Receipt Points                  | <ol style="list-style-type: none"> <li>1. The inlet of MarkWest's two (2) phase separator immediately upstream of the Zinnia Compressor Station, which separator shall be at a mutually agreeable location at or near the property boundary of the Zinnia Compressor Station;</li> <li>2. The inlet of MarkWest's two (2) phase separator immediately upstream of the Middle Point Compressor Station, which separator shall be at a mutually agreeable location at or near the property boundary of the Middle Point Compressor Station;</li> <li>3. The inlet of the meter installed by MarkWest downstream of the compression facilities installed by or on behalf of Antero and known as the "ETC Tichenal Receipt Point"; and</li> <li>4. The inlet of the meter installed by MarkWest downstream of the compression facilities installed</li> </ol> |                            |                    |                                  |                    |                             |                    |   |                    |
| <hr/>                                   |   |                            |                    |                                  |                    |                             |                    |   |                    |
|   | by or on behalf of Antero and known as the "Enerven Tichenal Station Receipt Point", each as reflected in the attached Schedule 1.  |                            |                    |                                  |                    |                             |                    |   |                    |
| Pipe diameter                           | Zinnia Lateral: At least [***]<br>Middle Point Lateral: At least [***]  |                            |                    |                                  |                    |                             |                    |   |                    |
| Estimated footage                       | Zinnia Lateral: [***]<br>Middle Point Lateral: [***]  |                            |                    |                                  |                    |                             |                    |   |                    |
| Measurement Facility Capacities         | <p>MarkWest shall construct measurement facilities at the Measurement Points for the following Receipt Points, with capacities equal to at least [***]% of the quantities set forth for such Receipt Points below, but in any event not to exceed [***] MMcf per day at any such Receipt Point:</p> <table border="0"> <tr> <td>Zinnia Compressor Station:</td> <td>[***] MMcf per day</td> </tr> <tr> <td>Middle Point Compressor Station:</td> <td>[***] MMcf per day</td> </tr> <tr> <td>ETC Tichenal Receipt Point:</td> <td>[***] MMcf per day</td> </tr> <tr> <td>Enerven Tichenal Station Receipt Point:</td> <td>[***] MMcf per day</td> </tr> </table>   | Zinnia Compressor Station: | [***] MMcf per day | Middle Point Compressor Station: | [***] MMcf per day | ETC Tichenal Receipt Point: | [***] MMcf per day | Enerven Tichenal Station Receipt Point: | [***] MMcf per day |
| Zinnia Compressor Station:              | [***] MMcf per day  |                            |                    |                                  |                    |                             |                    |   |                    |
| Middle Point Compressor Station:        | [***] MMcf per day  |                            |                    |                                  |                    |                             |                    |   |                    |
| ETC Tichenal Receipt Point:             | [***] MMcf per day  |                            |                    |                                  |                    |                             |                    |   |                    |
| Enerven Tichenal Station Receipt Point: | [***] MMcf per day  |                            |                    |                                  |                    |                             |                    |   |                    |
| Maximum allowable operating pressure    | At least [***] psig   |                            |                    |                                  |                    |                             |                    |   |                    |
| Required Effective Date                 | December 31, 2012   |                            |                    |                                  |                    |                             |                    |   |                    |
| Gathering Fee                           | [\$***] per Mcf   |                            |                    |                                  |                    |                             |                    |   |                    |
| Minimum Gathering Fee                   | [\$***] per Accounting Period in the aggregate for the Zinnia and Middle Point Laterals   |                            |                    |                                  |                    |                             |                    |   |                    |
| Tier 1 Capacity                         | Antero's aggregate combined Tier 1 Capacity for the Zinnia Lateral and Middle Point Lateral is [***] MMcf per day, subject to the following:  |                            |                    |                                  |                    |                             |                    |   |                    |

\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

1. Of this aggregate amount:
  - a. The Tier 1 Capacity allocated to the Zinnia Lateral at any time shall not exceed [\*\*\*] MMcf per day, and MarkWest shall not be obligated to take delivery of Antero's Gas in excess of [\*\*\*] MMcf per day in the aggregate at all Receipt Points on the Zinnia Lateral (excluding, for the avoidance of doubt, Gas entering the Zinnia Lateral through the Middle Point Lateral) (it being understood that Antero's Tier 1 Capacity on the Zinnia Lateral downstream of the junction of the Zinnia Lateral and the Middle Point Lateral is [\*\*\*] MMcf per day);
  - b. The Tier 1 Capacity allocated to the Middle Point Lateral shall not exceed [\*\*\*] MMcf per day, and MarkWest shall not be obligated to take delivery of Antero's Gas in excess of [\*\*\*] MMcf per day in the aggregate on all Receipt Points on the Middle Point Lateral; and
  - c. MarkWest shall not be obligated to take delivery of Antero's Gas in excess of [\*\*\*] MMcf per day in the aggregate at all Receipt Points on the Zinnia Lateral and the Middle Point Lateral; and

2. The amount of Antero's Gas that MarkWest may receive at the Receipt Points for the Zinnia Lateral and the Middle Point Lateral located at the Zinnia Compressor Station and Middle Point Compressor Station (the "Applicable Compressor Stations") at any time is dependent upon and limited by the amount of compression capacity installed at the Applicable Compressor Stations pursuant to the Compressor Station Annexes for the Applicable Compressor Stations. Until Antero has elected to increase the

\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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compression capacity at the Applicable Compressor Stations to equal the Tier 1 Capacity for each Lateral set forth above, the actual amount of Antero's Gas that MarkWest can receive at such Receipt Points will be limited to the amount of the compression capacity at the Applicable Compressor Stations.

2. This Annex may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be considered one instrument. The Agreement, as modified by this Annex, remains in full force and effect. In the event of a conflict between the Agreement and this Annex, the terms of this Annex shall control.

[signature page follows]

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IN WITNESS WHEREOF, the Parties have duly executed this Annex as of the date set forth above.

**ANTERO RESOURCES APPALACHIAN CORPORATION**

**MARKWEST LIBERTY MIDSTREAM & RESOURCES, L.L.C.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*Signature Page  
Lateral Annex – Zinnia and Middle Point Laterals*

Schedule 1

to

Lateral Annex for Zinnia and Middle Point Laterals

[\*\*\*]

\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

**COMPRESSOR STATION ANNEX TO GAS GATHERING AND COMPRESSION AGREEMENT (SHERWOOD) – ZINNIA LATERAL COMPRESSOR STATION**

This Compressor Station Annex ("Annex") dated April 16, 2012 to Gas Gathering and Compression Agreement (Sherwood) is between MarkWest Liberty Midstream & Resources, L.L.C. ("MarkWest") and Antero Resources Appalachian Corporation ("Antero").

A. Antero and MarkWest are parties to that certain Gas Gathering and Compression Agreement (Sherwood) dated as of April 16, 2012 (as amended or restated, the "Agreement").

B. This Annex is a Compressor Station Annex entered into pursuant to the Agreement.

C. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

NOW THEREFORE, MarkWest and Antero hereby agree as follows:

1. The Parties hereby agree to the addition of the following Compressor Station to the Agreement and to the terms set forth below relating to such Compressor Station, as contemplated by the Agreement:

|  |  |
|--|--|
| Compressor Station                               | Zinnia Compressor Station                        |
| Location   | As reflected in the attached Schedule 1          |
| Number of Stages of Compression                  | [***]  |
| Approximate Horsepower to be Installed Initially | [***] hp, subject to paragraph 2 below           |
| Initial Inlet Volume Compression Capacity        | [***] MMcf per day, subject to paragraph 2 below |
| Initial Dehydration Equipment Capacity           | [***] MMcf per day                               |
| Required Compression Effective Date              | December 31, 2012                                |

\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

---

|  |   |
|--|---|
| Compression Fee                        | [\$***] per Mcf   |
| Minimum Compression Fee                | For each Accounting Period, the sum of (i) \$[***] plus (ii) the product of \$[***] multiplied by [***].  |
| Installation of Additional Compression | During the first [***] ([***) years after the date of the Agreement, Antero may request that additional compression be installed at the Zinnia Compressor Station to compress additional volumes on the terms set forth in this Annex and in the Agreement. Any additional compression that is requested by Antero during such [***] period shall be installed by MarkWest at MarkWest's cost on the terms set forth in this Annex and in the Agreement, and MarkWest will use commercially reasonable efforts to install such additional compression as soon as reasonably practicable and consistent with such timeframe as may be mutually agreed upon by the Parties. After such [***] period, additional compression may be installed at the Zinnia Compressor Station upon the mutual agreement of the Parties as set forth in Section 4.2.c. of the Agreement. |

2. The Parties acknowledge that of the [\*\*\*] compressor unit skids necessary to achieve the initial installed horsepower of [\*\*\*] hp and the initial inlet volume compression capacity of [\*\*\*] MMcf per day, each as specified above, only [\*\*\*] of such compressor unit skids will be installed by the Required Compression Effective Date of December 31, 2012. Accordingly, until the [\*\*\*] compressor unit skid is installed and made operational, the initial installed horsepower of the Zinnia Lateral Compressor Station shall be [\*\*\*] hp and the initial inlet volume compression capacity of the Zinnia Lateral Compressor Station shall be [\*\*\*] MMcf per day for all purposes of the Agreement, including the satisfaction of the requirements for the Compression Effective Date of the Zinnia Lateral Compressor Station, and including the number of installed horsepower for calculating the Minimum Compression Fee for the Zinnia Lateral Compressor Station; provided, however, that from the Minimum Compression Fee Commencement Date for the Zinnia Lateral Compressor Station until the first day of the Accounting Period following the end of the first 90-day period after such [\*\*\*] compressor unit skid has been installed and made operational and is capable of [\*\*\*], the component of the Minimum Compression Fee set forth in item (i) above shall be reduced from \$[\*\*\*] per Accounting Period to \$[\*\*\*] per Accounting Period. MarkWest shall use all reasonable efforts to ensure that such [\*\*\*] compressor unit skid is installed and made operational and capable of [\*\*\*].

\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

2

3. This Annex may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be considered one instrument. The Agreement, as modified by this Annex, remains in full force and effect. In the event of a conflict between the Agreement and this Annex, the terms of this Annex shall control.

[signature page follows]

3

IN WITNESS WHEREOF, the Parties have duly executed this Annex as of the date set forth above.

ANTERO RESOURCES APPALACHIAN CORPORATION

MARKWEST LIBERTY MIDSTREAM & RESOURCES, L.L.C.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*Signature Page*  
*Compressor Station Annex – Zinnia Compressor Station*

Schedule 1  
to  
Compressor Station Annex for Zinnia Compressor Station

[\*\*\*]

\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

**COMPRESSOR STATION ANNEX TO GAS GATHERING AND COMPRESSION AGREEMENT (SHERWOOD) — MIDDLE POINT LATERAL COMPRESSOR STATION**

This Compressor Station Annex (“Annex”) dated April 16, 2012 to Gas Gathering and Compression Agreement (Sherwood) is between MarkWest Liberty Midstream & Resources, L.L.C. (“MarkWest”) and Antero Resources Appalachian Corporation (“Antero”).

- A. Antero and MarkWest are parties to that certain Gas Gathering and Compression Agreement (Sherwood) dated as of April 16, 2012 (as amended or restated, the “Agreement”).
- B. This Annex is a Compressor Station Annex entered into pursuant to the Agreement.
- C. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

NOW THEREFORE, MarkWest and Antero hereby agree as follows:

1. The Parties hereby agree to the addition of the following Compressor Station to the Agreement and to the terms set forth below relating to such Compressor Station, as contemplated by the Agreement:

|  |   |
|--|---|
| Compressor Station                               | Middle Point Compressor Station         |
| Location   | As reflected in the attached Schedule 1 |
| Number of Stages of Compression                  | [***]                                   |
| Approximate Horsepower to be Installed Initially | [***] hp                                |
| Initial Inlet Volume Compression Capacity        | [***] MMcf per day                      |
| Initial Dehydration Equipment Capacity           | [***] MMcf per day                      |
| Required Compression Effective Date              | December 31, 2012                       |

\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

|  |  |
|--|--|
| Compression Fee                        | [\$***] per Mcf  |
| Minimum Compression Fee                | For each Accounting Period, the sum of (i) \$[***] plus (ii) the product of \$[***] multiplied by [***].   |
| Installation of Additional Compression | During the first [***] ([***) years after the date of the Agreement, Antero may request that additional compression be installed at the Middle Point Compressor Station to compress additional volumes on the terms set forth in this Annex and in the Agreement. Any additional compression that is requested by Antero during [***] shall be installed by MarkWest at MarkWest’s cost on the terms set forth in this Annex and in the Agreement, |

and MarkWest will use commercially reasonable efforts to install such additional compression as soon as reasonably practicable and consistent with such timeframe as may be mutually agreed upon by the Parties. After [\*\*\*], additional compression may be installed at the Middle Point Compressor Station upon the mutual agreement of the Parties as set forth in Section 4.2.c. of the Agreement.

2. This Annex may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be considered one instrument. The Agreement, as modified by this Annex, remains in full force and effect. In the event of a conflict between the Agreement and this Annex, the terms of this Annex shall control.

[signature page follows]

IN WITNESS WHEREOF, the Parties have duly executed this Annex as of the date set forth above.

**ANTERO RESOURCES APPALACHIAN CORPORATION**

**MARKWEST LIBERTY MIDSTREAM & RESOURCES, L.L.C.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*Signature Page*  
*Compressor Station Annex –Middle Point Compressor Station*

---

Schedule 1  
to  
Compressor Station Annex for Middle Point Compressor Station

[\*\*\*]

\_\_\_\_\_  
\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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CERTAIN MATERIAL (INDICATED BY THREE ASTERISKS) HAS BEEN OMITTED FROM THIS DOCUMENT PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

EXECUTION VERSION

PURCHASE AND SALE AGREEMENT

By And Between

MARKWEST LIBERTY MIDSTREAM & RESOURCES, L.L.C.

And

SUMMIT MIDSTREAM PARTNERS, LP

Dated as of June 4, 2013

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\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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**PURCHASE AND SALE AGREEMENT**

This PURCHASE AND SALE AGREEMENT (this “Agreement”) is dated as of June 4, 2013, by and between MarkWest Liberty Midstream & Resources, L.L.C., a Delaware limited liability company (“Seller”) and Summit Midstream Partners, LP, a Delaware limited partnership (“Buyer”). Seller and Buyer are referred to herein as the “Parties” and individually as a “Party.” Capitalized terms used but not otherwise defined elsewhere in this Agreement shall have the respective meanings given to such terms in Article XII.

- A. Seller owns and operates certain Assets, including the Sherwood Gas Gathering and Compression System located in Doddridge County, West Virginia.
- B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Assets, upon the terms and subject to the conditions set forth herein.

C. At the Closing of the transactions contemplated by this Agreement, Seller and Buyer will enter into the Interconnect Agreement, whereby, among other things, the Parties will agree upon the terms and conditions governing the connection of the Sherwood Gas Gathering and Compression System to the Sherwood Processing Facility.

D. NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I  
SALE AND TRANSFER OF ASSETS

Section 1.1. Purchase and Sale. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, the Assets, and assume the Assumed Liabilities with respect thereto, in consideration for which, Buyer will pay to Seller an amount equal to Two Hundred Ten Million Dollars (\$210,000,000) (the "Purchase Price").

Section 1.2. Time and Place of Closing. Upon the terms and subject to the conditions of this Agreement, the closing of the transactions contemplated by this Agreement (the "Closing") will take place at the offices of Hogan Lovells US LLP, located at 1200 17th Street, Suite 1500, Denver, Colorado 80202 on the second (2nd) Business Day following the date on which all conditions to Closing set forth in Article VIII (other than actions to be taken or items to be delivered at Closing, but subject to satisfaction of such conditions at the Closing) have been fulfilled or waived by the relevant Party or Parties, or such date as the Parties may mutually agree (the "Closing Date"). The Closing shall be effective as of 12:00 A.M. Mountain Time on the Closing Date.

Section 1.3. Payments; Accounting. All payments made or to be made under this Agreement to Seller shall be made by electronic transfer of immediately available funds to a bank and account specified by Seller in writing to Buyer, for the credit of Seller. All payments made or to be made hereunder to Buyer shall be by electronic transfer or immediately available

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funds to a bank and account specified by Buyer in writing to Seller, for the credit of Buyer. To the extent that, after the Closing Date, (a) Buyer or any of its Affiliates receives any payment or instrument that is for the account of Seller or any of its Affiliates according to the terms of this Agreement, Buyer shall promptly deliver such amount or instrument to Seller, and (b) Seller or any of its Affiliates receives any payment or instrument that is for the account of Buyer or any of its Affiliates according to the terms of this Agreement, Seller shall promptly deliver such amount or instrument to Buyer.

Section 1.4. Deliveries by Seller. Subject to the terms and conditions hereof, at the Closing, Seller will deliver the following to Buyer:

(a) a certificate of the secretary of Seller respecting (i) resolutions of Seller (which shall be attached to such certificate) authorizing the execution of this Agreement and the consummation of the transactions contemplated hereby (to the extent required under Seller's organizational documents) and (ii) the incumbency and true signatures of the officers who execute this Agreement, the Interconnect Agreement and any other agreement, certificate or document related hereto or executed in connection herewith on behalf of Seller or any of its Affiliates;

(b) the officer's certificates referred to in Section 8.3(a) and (b);

(c) a duly executed certificate meeting the requirements of Treasury Regulations Section 1.1445-2(b);

(d) a duly executed counterpart of the Interconnect Agreement, dated as of the Closing Date, by and between Seller and Buyer, substantially in the form of Exhibit B (the "Interconnect Agreement");

(e) a duly executed counterpart of the Transition Services Agreement, dated as of the Closing Date, by and between Seller and Buyer, substantially in the form of Exhibit C (the "Transition Services Agreement");

(f) the consent of the counter party to the assignment to Buyer of the Contracts set forth on Exhibit A-5 that are indicated as requiring consent;

(g) duly executed counterparts of conveyances of the Assets, dated as of the Closing Date, by and between the Parties, in forms reasonably acceptable to Buyer and Seller (the "Conveyances"), in sufficient duplicate originals to allow recording in all applicable real property recording offices;

(h) duly executed counterparts of a recording instrument in a form reasonably acceptable to Buyer and Seller, dated as of the Closing Date, by and between the Parties, applicable to the land under the Sherwood Processing Facility, in a form reasonably acceptable to Buyer and Seller (the "Recording Instrument"), in sufficient duplicate originals to allow recording in all applicable real property recording offices;

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(i) a duly executed joinder, in a form reasonably acceptable to Buyer, of that certain Master Joint Use and Maintenance Agreement, dated May 1, 2012, between Seller and Antero; and

(j) amendments, assignments and conveyances of the leases of real property between Seller and Antero for the Middle Point Compressor Station and the Zinnia Compressor Station in accordance with Section 7.12, including such amendments, assignments and conveyances that provide Buyer with Seller's real property interests in the compressor sites.

Section 1.5. Deliveries by Buyer. Subject to the terms and conditions hereof, at the Closing, Buyer will deliver the following to Seller:

- (a) the Purchase Price by wire transfer of immediately available funds to the account or accounts designated by Seller in writing prior to the Closing Date;
- (b) a certificate of the secretary of Buyer respecting (i) resolutions of Buyer (which shall be attached to such certificate) authorizing the execution of this Agreement and the consummation of the transactions contemplated hereby (to the extent required under Buyer's organizational documents) and (ii) the incumbency and true signatures of the officers who execute this Agreement, the Interconnect Agreement and any other agreement, certificate or document related hereto or executed in connection herewith on behalf of Buyer;
- (c) the officer's certificates referred to in Section 8.2(a) and (b);
- (d) a duly executed counterpart of the Interconnect Agreement;
- (e) a duly executed counterpart of the Transition Services Agreement;
- (f) duly executed counterparts of the Conveyances, in sufficient duplicate originals to allow recording in all applicable real property recording offices;
- (g) duly executed counterparts of the Recording Instrument, in sufficient duplicate originals to allow recording in all applicable real property recording offices; and
- (h) a duly executed counterpart of the Letter Agreement.

Section 1.6. Purchase Price Allocation. The Purchase Price, Assumed Liabilities and other relevant items shall be allocated among the Assets in accordance with their fair market values as reasonably determined by Buyer and Seller in accordance with Section 1060 of the Code and the Treasury Regulations thereunder (the "Allocation"). Buyer shall, within sixty (60) days following the Closing, initially prepare and deliver to Seller for its review and approval (i) the Allocation and (ii) a draft Internal Revenue Service Form 8594, Asset Acquisition Statement under Code Section 1060 (and any comparable forms required to be filed under state, local or

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foreign Tax Law) and any additional data or materials required to be attached to Form 8594 pursuant to the Treasury Regulations promulgated under Code Section 1060 (the "Asset Allocation Statement"). If Seller does not timely notify Buyer of any objection to the Asset Allocation Statement, then it shall be deemed agreed to by Seller and the Asset Allocation Statement shall be conclusive and binding upon the Parties. In the event Seller reasonably objects to the manner in which the Asset Allocation Statement has been prepared, Seller shall notify Buyer within twenty-one (21) days of receipt of the Asset Allocation Statement of such objection, and the Parties shall endeavor in good faith to resolve such dispute within the next five (5) days. If the Parties are unable to resolve such dispute within said five (5) day period, Buyer and Seller shall submit such dispute to Ernst & Young LLP or another nationally-recognized independent accounting firm or consulting firm mutually acceptable to the Parties (the "Independent Accountant"). Promptly, but not later than ten (10) days after its acceptance of appointment hereunder, the Independent Accountant shall determine (based solely on representations of Buyer and Seller and not upon independent review) only those matters in dispute and will render a written report as to the disputed matters and the resulting preparation of the Asset Allocation Statement shall be conclusive and binding upon the Parties. Fifty percent (50%) of the costs and expenses of the Independent Accountant shall be borne by Buyer, and the remainder of such costs and expenses shall be borne by Seller. The Parties agree (A) to file the final Asset Allocation Statement as well as any similar state or local form consistently with the Allocation, in each case as agreed, and (B) that neither Seller nor Buyer or any of their respective Affiliates or direct or indirect owners shall take a position on any Tax Return, or before any Governmental Authority in connection with the examination of a Tax Return or in any judicial proceeding, that is in any manner inconsistent with the terms of the Allocation, except as required by applicable Law. In recognition of the aggregate capital expenditures that have been incurred by Seller associated with the tangible property included within the existing Sherwood Gas Gathering and Compression System, the Parties agree that in no event will the value allocated to the existing Sherwood Gas Gathering and Compression System be less than \$160,000,000.

## ARTICLE II REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as of the date hereof and as of the Closing as follows, except (i) as set forth on the disclosure schedule document being delivered to Buyer concurrently herewith (any such schedule delivered by the Parties under this Agreement is referred to herein as the "Disclosure Schedule") and (ii) that Seller makes no representation or warranty with respect to any assets owned by third Persons that are present in the Real Property Interests or any operations conducted by any such third Persons in respect thereof (provided that to the knowledge of Seller no assets owned by third Persons that are present in the Real Property Interests or any operations conducted by any such third Persons in respect thereof have resulted in a breach of the following representations and warranties):

Section 2.1. Organization; Etc. Seller (a) is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and (b) has all requisite power and authority to own the Assets and to carry on its business substantially as now being conducted. Seller is duly qualified and in good standing to do business in each jurisdiction in which the ownership and operation of its Assets makes such qualification

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necessary, except where the failure to be so qualified would not, individually or in the aggregate, have a Seller Material Adverse Effect.

Section 2.2. Authority Relative to this Agreement. Seller has all requisite limited liability company power, authority and capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite limited liability company action on the part of Seller. This Agreement has been duly and validly executed and delivered by Seller and, assuming this Agreement has been duly authorized, executed and delivered by Buyer, constitutes a valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, except that (a) such

enforcement may be subject to any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other Laws, now or hereafter in effect, relating to or limiting creditors' rights generally and (b) enforcement of this Agreement, including, among other things, the remedy of specific performance and injunctive and other forms of equitable relief, may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

Section 2.3. Absence of Conflicts.

(a) Neither the execution and delivery of this Agreement by Seller nor the consummation by Seller of the transactions contemplated hereby will (i) conflict with or result in any breach of any provision of Seller's certificate of formation, limited liability company agreement or other organizational documents of Seller as in effect as of the Closing Date, (ii) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under, or require any consent under, any material note, bond, mortgage, indenture or other financing instrument or obligation to which Seller is a party or by which Seller or the Assets are bound, (iii) violate any Laws applicable to Seller or the Assets, or (iv) require any filing with, or the obtaining of any permit, authorization, consent or approval of, any Governmental Authority that has not been made or obtained, except in the case of clauses (ii), (iii) and (iv) of this Section 2.3(a) for any such violations, breaches, defaults, rights of termination, cancellation or acceleration or requirements which, individually or in the aggregate, (x) would not adversely affect the ability of Seller to consummate the transactions contemplated hereby or result in a Seller Material Adverse Effect or (y) would result from obtaining the Miscellaneous Consents after the Closing.

(b) Section 2.3(b) of the Disclosure Schedule identifies with a single asterisk all consents and other restrictions on assignment with respect to (i) the Real Property Interests that are required (or would be applicable) in connection with the transfer of the Real Property Interests to Buyer in accordance with the terms and conditions of this Agreement (the "Real Property Consents") and (ii) the Material Contracts that are required (or would be applicable) in connection with the transfer of the Material Contracts to Buyer in accordance with the terms and conditions of this Agreement (the "Material Contract Consents").

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Section 2.4. Real Property.

(a) Seller has Marketable Title to (i) all Rights-of-Way on which the Sherwood Gas Gathering and Compression System is located or pursuant to which the Sherwood Gas Gathering and Compression System is operated, and (ii) all leasehold interests created under real property leases (the "Leases"), other than the Rights-of-Way, necessary for the operation of the Assets as presently operated (the "Leased Real Property") and together with the Rights-of-Way described in clause (ii) above, the "Material Real Property Locations") and leased by Seller.

(b) Except as set forth in Section 2.4(b) of the Disclosure Schedule, to Seller's knowledge, there are not currently any underground storage tanks installed or operated by Seller on or under the Rights-of-Way described in Section 2.4(a) or the Leased Real Property.

(c) Except as could not reasonably be expected to have a Seller Material Adverse Effect:

(i) each Lease of a Material Real Property Location is in full force and effect, and with respect to each Material Real Property Location that comprises Leased Real Property, there is no breach or event of default on the part of Seller and, to Seller's knowledge, there is no breach or event of default on the part of any other party with respect to any Lease covering such Material Real Property Location;

(ii) the buildings and improvements included in the Assets have not been affected in any adverse manner as a result of any fire, explosion, flood, drought, windstorm, accident, riot, activities of armed forces or acts of God or of any public enemy; and

(iii) no eminent domain proceeding or taking has been commenced or, to the knowledge of Seller, is threatened with respect to all or any material portion of the Real Property Interests.

Section 2.5. Personal Property. Seller (a) has maintained, in all material respects and in accordance with normal industry practice, all of the Personal Property and (b) has good and valid title to all Personal Property, subject solely to Permitted Encumbrances, except where the failure to have such good and valid title could not reasonably be expected to have a Material Adverse Effect. There exist no leases of Personal Property to which Seller is a party and the Assets are subject to or bound.

Section 2.6. Absence of Certain Changes. Since January 1, 2013, (a) no Seller Material Adverse Effect has occurred, and (b) Seller has not engaged in any practice which would have the effect of (i) accelerating to periods before the Closing collection of revenues attributable to the Assets that would otherwise be expected (based on past practice) to be made in periods after the Closing, or (ii) postponing to periods after the Closing payment of costs in

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respect of the Assets that would otherwise be expected (based on past practice) to be made in periods before the Closing, in each case in a manner outside the ordinary course of business, inconsistent with past practice and contrary to generally accepted industry practices.

Section 2.7. Litigation. Except as set forth in Section 2.7 of the Disclosure Schedule, there is no material Proceeding pending or, to the knowledge of Seller, threatened against Seller or any of its Affiliates in respect of the Assets.

Section 2.8. Compliance with Law. Except as set forth in Section 2.8 of the Disclosure Schedule, the Assets are not being operated in violation of any applicable Law or any order, writ, injunction or decree of any Governmental Authority (and Seller has not received any written or, to Seller's knowledge, oral notice of violation with respect to any Laws), except for any such violations which, individually or in the aggregate, would not have a Seller Material Adverse Effect.

Section 2.9. Permits.

- (a) All of the permits (including special use permits), licenses, certificates, orders, decrees, approvals, qualifications, authorizations, grants, consents, concessions, waivers, exceptions, registrations, warrants, franchises or similar rights or privileges that are granted by a Governmental Authority and are necessary for, or are used or held for use in connection with, the ownership and operation of the Assets (the “Permits”) are set forth on Exhibit A-4.
- (b) All of the Permits set forth on Exhibit A-4 are in full force and effect, except such failures to maintain such Permits in full force and effect that would not reasonably be expected to have a Seller Material Adverse Effect.
- (c) Except as set forth in Section 2.9(c) of the Disclosure Schedule, Seller is not in violation of or default under any Permit, except for any violation or default that would not reasonably be expected to have a Seller Material Adverse Effect.

Section 2.10. Contracts. Exhibit A-5 lists all Material Contracts. None of Seller or, to Seller’s knowledge, any other Person that is party to a Material Contract, is in default under any Material Contract except such defaults as would not, individually or in the aggregate, have a Seller Material Adverse Effect. All Material Contracts are in full force and effect. No notice of default or breach has been received or delivered by Seller (or any of its Affiliates) under any Material Contract, the resolution of which is currently outstanding, and no currently effective notices have been received by Seller (or any of its Affiliates) of the exercise of any premature termination of any Material Contract. To Seller’s knowledge, there are no Third Party Contracts to which the Assets themselves are contractually bound; provided, however, Seller makes no representation and warranty with respect to any Third Party Contracts (i) regarding sources or supplies of gas or other products or third party materials for which the Assets are or could be utilized, including the matter set forth on Section 2.10 of the Disclosure Schedule, or (ii) regarding gathering or compression operations that would require facilities that are not part

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of the Assets. As used herein, “Third Party Contract” means a contract to which neither Seller nor any of its Affiliates is a party.

Section 2.11. Taxes. Except as set forth in Section 2.11 of the Disclosure Schedule:

- (a) All material Tax Returns required to be filed with respect to the Assets have been duly and timely filed, and all Taxes that have become due with respect to the Assets have been timely paid in full unless being contested in good faith. Each such Tax Return is true, correct and complete in all material respects. There are no Liens for Taxes on any of the Assets other than Permitted Encumbrances.
- (b) None of the material Tax Returns with respect to the Assets is the subject of any Tax Audit by any Tax Authority, and there are no claims or demands for material Taxes now pending or, to the knowledge of Seller, threatened with respect to any material Tax related to the Assets.
- (c) Seller has not treated any of the Assets as constituting an interest in a partnership for federal income Tax purposes for which a partnership income Tax Return is required to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code; *provided, however*, that the Assets have been treated for federal income Tax purposes as owned by Seller’s parent, for which a partnership income Tax Return is required.
- (d) Seller has not made any sales of gathering systems similar to the Assets within the five (5) years prior to the transaction contemplated by this Agreement.

Section 2.12. Environmental Matters. Except as set forth in Section 2.12(a) of the Disclosure Schedule:

- (a) (i) To the knowledge of Seller, the Assets are not subject to any Environmental Matter, except for any Environmental Matter that would not reasonably be expected to have a Seller Material Adverse Effect and (ii) the Assets and operations conducted by Seller with respect to the Assets are and have been in compliance with the requirements of all applicable Environmental Laws and Environmental Permits, except such failures to comply that, individually or in the aggregate, would not reasonably be expected to have a Seller Material Adverse Effect.
- (b) None of Seller or its Affiliates is currently operating or required by any Governmental Authority to be operating any of the Assets under any compliance order, any consent decree or order, or corrective action decree or order issued by or entered into with any Governmental Authority under any Environmental Law, except for any such orders or decrees as would not reasonably be expected to have a Seller Material Adverse Effect.

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- (c) (i) The Environmental Permits that are necessary for, or, to the knowledge of Seller, are otherwise used or held for use in connection with, the ownership and operation of the Assets are set forth on Exhibit A-4; (ii) all of the Environmental Permits set forth on Exhibit A-4 are in full force and effect, except such failures to maintain such Environmental Permits in full force and effect that would not reasonably be expected to have a Seller Material Adverse Effect and (iii) Seller is not in violation of or default under any Environmental Permit, except for any violation or default that would not reasonably be expected to have a Seller Material Adverse Effect.

Notwithstanding anything to the contrary in this Section 2.12(a) or elsewhere in this Agreement, except to the extent that Section 2.7 addresses environmental Proceedings, Seller makes no, and disclaims any, representation or warranty, express or implied, with respect to naturally occurring radioactive material, asbestos, mercury, polychlorinated biphenyls, drilling fluids and chemicals, and produced waters and hydrocarbons that may be present in or on the Assets in quantities typical for oilfield or gas operations in the areas in which the Assets are located.

Notwithstanding any other representations and warranties contained in this Agreement, this Section 2.11(a) will be deemed to contain the only representations and warranties in this Agreement with respect to Environmental Matters, Environmental Permits or Environmental Laws.

Section 2.13. Sufficiency of Assets. None of the Assets is owned by any Persons except Seller. Except as set forth in Section 2.13 of the Disclosure Schedule and for the services to be provided by Seller pursuant to the Transition Services Agreement, the Assets constitute all material assets,

properties (real, personal and intangible) and contract rights of Seller and its Affiliates that presently comprise, pertain to or are used in connection with the operation of the Sherwood Gas Gathering and Compression System or the business associated therewith or that are necessary for the conduct of such business as of the date hereof.

Section 2.14. No Bankruptcy. There are no bankruptcy proceedings pending against, being contemplated by or, to knowledge of Seller, threatened against, Seller.

Section 2.15. No Liens. Except as described on Section 2.15 of the Disclosure Schedule, the Assets are free and clear of any and all Liens (other than Permitted Encumbrances) granted by Seller securing any indebtedness of Seller.

Section 2.16. No Undisclosed Liabilities. Except as set forth in Section 2.16 of the Disclosure Schedule, Seller does not have any liabilities with respect to the Assets other than (i) liabilities arising in the ordinary course of business or in the ordinary course of the completion of construction of the Middle Point Compressor Station and the Zinnia Compressor Station, (ii) liabilities that would not be required to be accrued or reserved on a balance sheet prepared in accordance with GAAP or (iii) liabilities that do not exceed \$100,000 individually. There exists no indebtedness for borrowed money of Seller or its Affiliates with respect to the Assets for which Buyer will have any liability after the Closing.

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Section 2.17. Regulatory. The Assets are not subject to the jurisdiction of the Federal Energy Regulatory Commission.

Section 2.18. Brokers; Finders and Fees. Except as set forth in Section 2.18 of the Disclosure Schedule, neither Seller nor any of its Affiliates has employed any investment banker, broker or finder or incurred any liability for any investment banking, financial advisory or brokerage fees, commissions or finders' fees in connection with this Agreement or the transactions contemplated hereby.

Section 2.19. Third Party Volumes. Prior to the Closing, all of the gas gathered by Seller in the Sherwood Gas Gathering and Compression System has been owned by third Persons.

Section 2.20. Real Property Actions. Seller has not sold, alienated, transferred, conveyed or encumbered any of Seller's right, title or interest in, to or under any of the Real Property Interests, other than in each case any Permitted Encumbrances.

### ARTICLE III DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

BUYER HAS CONDUCTED ITS OWN INDEPENDENT REVIEW AND ANALYSIS OF THE ASSETS AND ACKNOWLEDGES THAT BUYER HAS BEEN PROVIDED SATISFACTORY ACCESS TO THE ASSETS FOR SUCH PURPOSE. IN ENTERING INTO THIS AGREEMENT, BUYER HAS RELIED SOLELY UPON THE REPRESENTATIONS AND WARRANTIES OF SELLER IN ARTICLE II AND ITS OWN INVESTIGATION AND ANALYSIS, AND BUYER: (A) ACKNOWLEDGES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER IN ARTICLE II, NONE OF SELLER, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, UNIT HOLDERS, MEMBERS, MANAGERS, PARTNERS, EMPLOYEES, AFFILIATES, CONTROLLING PERSONS, AGENTS, ADVISORS OR REPRESENTATIVES MAKES OR HAS MADE ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED OR MADE AVAILABLE TO BUYER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, CONTROLLING PERSONS, AGENTS OR REPRESENTATIVES; AND (B) AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT NONE OF SELLER, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, UNIT HOLDERS, MEMBERS, MANAGERS, PARTNERS, AFFILIATES, CONTROLLING PERSONS, AGENTS, ADVISORS OR REPRESENTATIVES SHALL HAVE ANY LIABILITY OR RESPONSIBILITY WHATSOEVER TO BUYER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, CONTROLLING PERSONS, AGENTS OR REPRESENTATIVES ON ANY BASIS (INCLUDING IN CONTRACT OR TORT, AT LAW OR IN EQUITY, UNDER FEDERAL OR STATE SECURITIES LAWS OR OTHERWISE) BASED UPON ANY INFORMATION PROVIDED OR MADE AVAILABLE, OR STATEMENTS MADE, TO BUYER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, CONTROLLING PERSONS, ADVISORS, AGENTS OR REPRESENTATIVES (OR ANY OMISSIONS THEREFROM), INCLUDING IN RESPECT OF THE SUBJECT MATTER OF THE

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SPECIFIC REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT, EXCEPT THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY IN THE CASE OF ACTUAL FRAUD BY SELLER OR TO THE EXTENT SELLER MAKES THE SPECIFIC REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE II. BUYER HAS RELIED ON NO REPRESENTATION OR WARRANTY OTHER THAN AS DESCRIBED IN THE PRECEDING SENTENCE. EXCEPT AS SPECIFICALLY SET FORTH IN ARTICLE II, SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF OR OTHERWISE IN ANY WAY RELATING TO ITSELF OR THE ASSETS, INCLUDING WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. BUYER FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY REPRESENTED OTHERWISE IN ARTICLE II, SELLER HAS NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING ANY OF THE ASSETS AND BUYER SHALL BE DEEMED TO BE TAKING THE ASSETS "AS IS" AND "WHERE IS" FOR ALL PURPOSES.

### ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as of the date hereof and as of the Closing as follows:

Section 4.1. Organization; Etc. Buyer (a) is a limited partnership duly formed, validly existing and in good standing under the laws of the State of Delaware and (b) has all requisite power and authority to own, lease and operate all of its properties and assets and to carry on its business substantially as now being conducted. Buyer is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership, operation or leasing of its properties makes such qualification necessary, except where the failure to be so qualified would not, individually or

in the aggregate, have a Buyer Material Adverse Effect. As used in this Agreement, the term “Buyer Material Adverse Effect” shall mean an event, change or circumstance which would adversely affect the ability of Buyer to consummate the transactions contemplated hereby.

Section 4.2. Authority Relative to this Agreement. Buyer has all requisite limited partnership power, authority and capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite limited partnership action on the part of Buyer. This Agreement has been duly and validly executed and delivered by Buyer and, assuming this Agreement has been duly authorized, executed and delivered by Seller, constitutes a valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms, except that (a) such enforcement may be subject to any bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other Laws, now or hereafter in effect, relating to or limiting creditors’ rights generally and (b) enforcement of this Agreement, including, among other things, the remedy of specific performance and injunctive and other forms of equitable relief, may be

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subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

Section 4.3. Absence of Conflicts. Neither the execution and delivery of this Agreement by Buyer nor the consummation by Buyer of the transactions contemplated hereby will (a) conflict with or result in any breach of any provision of the certificate of formation, partnership agreement or other organizational documents of Buyer, (b) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under, or require any consent under, any indenture, license, contract, agreement or other instrument or obligation to which Buyer or any of its Affiliates is a party or by which any of them or any of their respective properties or assets may be bound, (c) violate any order, writ, injunction, decree or Laws applicable to Buyer, any of its Affiliates or any of their respective properties or assets, or (d) require any filing with, or the obtaining of any permit, authorization, consent or approval of, any Governmental Authority that has not been made or obtained, except in the case of clause (b), (c) and (d) of this Section 4.3 for any such violations, breaches, defaults, rights of termination, cancellation or acceleration or requirements which, individually or in the aggregate, would not have a Buyer Material Adverse Effect.

Section 4.4. Compliance with Law. The business of Buyer is not being conducted in violation of any applicable Law or any order, writ, injunction or decree of any Governmental Authority (and Buyer has not received any written or, to Buyer’s knowledge, oral notice of violation with respect to any Laws), except for any such violations which in the aggregate would not have a Buyer Material Adverse Effect.

Section 4.5. Availability of Funds. Buyer has access to sufficient immediately available funds to pay the Purchase Price and to pay any other amounts payable pursuant to this Agreement and to effect the transactions contemplated hereby. Buyer is, and immediately after giving effect to the transactions contemplated by this Agreement, Buyer will be, solvent.

Section 4.6. Litigation. As of the date of this Agreement, there is no material Proceeding pending or, to the knowledge of Buyer, threatened against Buyer or any of its Affiliates.

Section 4.7. No Material Adverse Effect. To the knowledge of Buyer, as of the date of this Agreement, there has not occurred any breach of any representation, warranty or covenant by Seller that would reasonably be expected to have a Seller Material Adverse Effect.

Section 4.8. Brokers; Finders and Fees. Except for amounts payable to Barclays plc by Buyer (for which Seller shall have no liability), neither Buyer nor any of its Affiliates has employed any investment banker, broker or finder or incurred any liability for any investment banking, financial advisory or brokerage fees, commissions or finders’ fees in connection with this Agreement or the transactions contemplated hereby.

Section 4.9. Third Party Volumes. It is Buyer’s present intention now and following the Closing to utilize 100% of the Sherwood Gas Gathering and Compression System to gather gas owned by third Persons.

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## ARTICLE V REAL PROPERTY MATTERS

### Section 5.1. Real Property Consents.

(a) Seller shall identify and list on Schedule 2.3(b), with respect to the Assets, all Real Property Consents that would be applicable to the transactions contemplated hereby. Prior to the Closing, Seller will request execution of all Real Property Consents. During such period in which the applicable Asset is not capable of being assigned to Buyer due to the failure to obtain an execution of a Real Property Consent, the Parties mutually agree, as is reasonably practicable, to cooperate to obtain an execution of such Real Property Consent or to make or cause to be made such arrangements as may be reasonably necessary or requested by Buyer to enable Buyer to receive all the economic benefits or same or similar rights with respect to such Asset.

(b) Real Property Interests with respect to which a Real Property Consent has not been obtained on or before the day that is three (3) Business Days prior to the Closing shall be deemed to be excluded from the Assets conveyed to Buyer at the Closing, but the Purchase Price shall not be reduced.

(c) With respect to any Real Property Interest upon which any Pipeline is located, if, under the terms of such Real Property Interest, a Real Property Consent is required prior to the assignment of such Real Property Interest to Buyer and such Real Property Consent has not been obtained prior to the period described in clause (b) above, this Agreement shall not constitute an agreement to convey at the Closing such Real Property Interest or the portions of such Pipeline that are located upon such Real Property Interest. In such case, the Parties may agree that (i) with respect to the portions of such Pipeline not conveyed at the Closing (the “Excluded Facilities”), the Parties shall enter into an agreement, the form and substance of which shall be mutually agreed to by the Parties, that provides Buyer, to the commercially reasonable extent possible, with the rights, benefits and burdens with respect to the Excluded Facilities that Buyer would have received had such Excluded Facilities been conveyed to

Buyer at the Closing and (ii) the other portions of the Sherwood Gas Gathering and Compression System and the related Real Property Interests shall be conveyed to Buyer at the Closing. With respect to any portion of the Excluded Facilities and related Real Property Interests, when the applicable Real Property Consents are obtained, Seller shall convey the applicable portions of the Excluded Facilities and assign, pursuant to a special warranty deed or assignment, such related Real Property Interests to Buyer within ten (10) days following receipt of such Real Property Consent, and any agreement entered into between the Parties with respect to such portions of the Excluded Facilities shall terminate. During the term of any such agreement, Seller shall not convey, or allow any Liens by, through, or under Seller to attach to, the applicable portion of the Excluded Facilities or the related Real Property Interests covered by such agreement. Additionally, Buyer may terminate such agreement at any time by giving sixty (60) days' notice. At the

time of termination of such agreement, to the extent that the Seller may do so if the requisite Real Property Consents have been obtained, Seller shall convey to Buyer the remaining rights they may have in the Excluded Facilities and, assign, to the extent related to the Sherwood Gas Gathering and Compression System, the Real Property Interests pursuant to a special warranty deed or assignment.

(d) For a period of one (1) year following the Closing, the Parties shall continue to use their commercially reasonable efforts to obtain any Real Property Consent that was not obtained prior to the Closing.

Section 5.2. Sole and Exclusive Remedy. Buyer hereby acknowledges and agrees that its sole and exclusive remedy for Seller's failure to obtain the Real Property Consents as contemplated in Section 5.1, shall be as provided in this Article V.

#### ARTICLE VI TAX MATTERS

Section 6.1. Preparation of Tax Returns. Seller shall prepare and file (or cause to be prepared and filed) all Tax Returns with respect to the Assets for all Pre-Closing Periods that are required to be filed after the Closing Date, and shall pay (or cause to be paid) all Taxes due with respect to the Assets for all Pre-Closing Periods (whether or not such Taxes are required to be shown on a Tax Return). Buyer shall prepare and file (or cause to be prepared and filed) all Tax Returns with respect to the Assets for all Straddle Periods (which, for the avoidance of doubt, shall not include income Tax Returns of the Seller), and shall pay (or cause to be paid) all Taxes due with respect to the Assets for all Straddle Periods (whether or not such Taxes are required to be shown on a Tax Return but, for the avoidance of doubt, not including Income Taxes of the Seller). At least twenty (20) days before the date on which each such Straddle Period Tax Return is to be filed, Buyer shall provide to Seller a copy of such Tax Return and a schedule calculating the portion of the Taxes for which Seller is responsible pursuant to Section 6.2. Within ten (10) days following its receipt of such Tax Return and schedule, Seller shall notify Buyer whether it disagrees with any matter contained within such Tax Return or schedule, and, if it does, the Parties shall in good faith discuss and resolve such disagreement. Seller shall promptly pay to Buyer the portion of such Tax for which Seller is responsible pursuant to Section 6.2 within five (5) days after the determination of such portion pursuant to the provisions of this Section 6.1.

Section 6.2. Responsibility for Taxes. Seller shall be responsible for and entitled to all refunds of, and shall indemnify Buyer Indemnitees from and against, all Taxes which arise with respect to the Assets for any Pre-Closing Period and for that portion of any Straddle Period that ends on the Closing Date. Buyer shall be responsible for the remaining Straddle Period Taxes. For this purpose, Straddle Period Taxes shall be (a) allocated on an interim closing of the books method for all Taxes other than those described in clause (b), and (b) prorated on a daily basis to the Closing Date for ad valorem and real and personal property Taxes. Notwithstanding anything to the contrary herein, (i) any franchise Tax paid or payable with respect to the Assets shall be allocated to the period during which the income, operations, assets or capital comprising the base of such Tax is measured, regardless of whether the right to do business for another Tax period is obtained by the payment of such franchise Tax and (ii) any ad valorem or property

Taxes paid or payable with respect to the Assets shall be allocated to the Tax period applicable to the ownership of the Assets regardless of when such Taxes are assessed (for the avoidance of doubt, the Tax period applicable to the ownership of the Assets shall be the assessment year for West Virginia property Tax purposes, which is July 1<sup>st</sup> (the date on which ownership of the Assets gives rise to liability for the property Taxes) through June 30<sup>th</sup> with such property Taxes apportioned on a daily basis over such period even though the Tax year is the subsequent calendar year).

Section 6.3. Post-Closing Assistance. Seller and Buyer will each provide the other such assistance as may reasonably be requested in connection with the preparation of any Tax Return with respect to the Assets, or any Tax Audit by any Tax Authority or any Proceeding relating to Taxes with respect to the Assets, and each will retain and provide the requesting Party with any records or information that may be reasonably relevant to such return, audit or examination, proceedings or determination. The Party requesting assistance will reimburse the other Party for reasonable out-of-pocket expenses (other than salaries or wages of any employees of the Parties) incurred in providing such assistance.

Section 6.4. Conduct of Business.

(a) From and after the applicable Closing Date, each of Buyer and Seller (the "Tax Indemnified Person"), shall notify the chief tax officer (or other appropriate Person) of the other Party (the "Tax Indemnifying Person"), in writing within twenty (20) days of receipt by the Tax Indemnified Person of written notice of any pending or threatened audits, adjustments, claims, examinations, assessments or other proceedings (a "Tax Audit") which are likely to affect the liability for Taxes of the Tax Indemnifying Person. If the Tax Indemnified Person fails to give such timely notice to the Tax Indemnifying Person, it shall not be entitled to indemnification for any Taxes arising in connection with such Tax Audit if such failure to give notice materially adversely affects the Tax Indemnifying Person's right to participate in the Tax Audit.

(b) If a Tax Audit relates solely to Taxes for which only Seller would be liable to indemnify Buyer under this Agreement, Seller shall have the option, at its expense, to control the defense and settlement of such Tax Audit. If Seller does not elect to control the defense and settlement of such Tax Audit, Buyer may, at Seller's expense, control the defense and settlement of such Tax Audit. If such Tax Audit relates solely to Taxes for which only Buyer would be liable under this Agreement, Buyer shall, at its expense, control the defense and settlement of such Tax Audit.

(c) If a Tax Audit relates to Taxes for which both Seller and Buyer could be liable under this Agreement, to the extent practicable, the items of income, gain, loss, deduction and credit or other item required to be reported on or otherwise reported on the applicable Tax Return (“Tax Items”) with respect to such Tax Audit will be distinguished and each Party will have the option to control the defense and settlement of those Taxes for which it is so liable. If such Tax Audit relates to a Straddle Period and any Tax Item cannot be identified as

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being a liability of only one Party or cannot be separated from a Tax Item for which the other Party is liable, Seller, at its expense, shall have the option to control the defense and settlement of the Tax Audit.

(d) Notwithstanding the foregoing provisions of this Section 6.4, any Party whose liability for Taxes may be affected by a Tax Audit shall be entitled to participate at its expense in such defense and to employ counsel of its choice at its expense and shall have the right to consent to any settlement of such Tax Audit (such consent not to be unreasonably withheld, conditioned or delayed) to the extent that such settlement would have an adverse effect with respect to a period for which that Party is liable for Taxes, under this Agreement or otherwise.

Section 6.5. Post-Closing Actions. Except to the extent required by applicable Laws, Buyer shall not and shall not permit its Affiliates to amend any Tax Return for a Pre-Closing or Straddle Period on or after the Closing Date which could reasonably be expected to materially increase Seller’s liability to indemnify Buyer for Taxes under this Agreement without first notifying and obtaining consent from Seller, which consent will not be unreasonably withheld, conditioned or delayed.

Section 6.6. Refunds of Certain Taxes Received by Buyer. Buyer and Seller agree to pay to the other Party any refund received (whether by payment, credit, offset or otherwise, and together with any interest thereon) after the Closing Date by Buyer or Seller or any of their Affiliates that is entitled to be paid to the other Party pursuant to Section 6.2. Buyer and Seller and their Affiliates shall cooperate with the other Party and its Affiliates in order to take all reasonably necessary steps to claim any such refund. Any such refund received by Buyer or Seller or any of their Affiliates shall be paid to the other Party within thirty (30) days after such refund is received. Buyer and Seller agree to notify the other Party within ten (10) days following the discovery of a right to claim any such refund and upon receipt of any such refund. Buyer and Seller agree to furnish to the other Party all information, records and assistance reasonably requested and necessary to verify the amount of the refund or overpayment.

Section 6.7. Transfer Taxes. The Parties are not aware of any West Virginia sales and use Tax that will be assessed or collected in connection with the sale of the Assets and such taxes are not being collected in connection with the sale of the Assets pursuant to this Agreement. Any sales, use, recording or other transfer taxes (“Transfer Taxes”) imposed on the purchase and sale of the Assets pursuant to this Agreement (including any interest, penalties, or additions to tax with respect thereto) shall be paid by [\*\*\*]. The Parties shall reasonably cooperate in good faith to minimize, to the extent permissible under applicable Law, the amount of any Transfer Taxes described in this Section 6.7. The parties believe that for West Virginia Transfer Tax purposes, all of the Assets (other than the Rights-of-Way, Easements and the buildings, structures or improvements upon the same) are properly classified as tangible personal property and not as real property, and shall report consistently therewith.

\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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## ARTICLE VII ADDITIONAL COVENANTS

Section 7.1. Conduct of Business. Except as set forth in Section 7.1 of the Disclosure Schedule or as consented to in writing by Buyer, such consent not to be unreasonably withheld, delayed or conditioned, from the date hereof through the Closing Date or the earlier termination of this Agreement as provided in Article IX, Seller covenants and agrees to operate its business with respect to the Assets in the ordinary course of business consistent with past practices, and, without limiting the generality of the preceding, Seller shall:

- (a) not sell, transfer, assign, convey, abandon or otherwise dispose of any of the Assets, except for sales in the ordinary course of business;
- (b) not make any commitment or enter into any agreement with respect to any capital project relating to any Asset in excess of \$500,000 that would become an Assumed Liability;
- (c) not enter into, terminate, amend, restate, supplement, waive or permit to lapse (prior to its applicable expiration date) in any material respect any material Permit, any contract that is part of the Assets, or any instrument creating a Real Property Interest that is or would be an Asset conveyed to Buyer by Seller at the Closing or that would affect any such Asset, other than in the ordinary course of business;
- (d) not create or permit the creation of any Lien on any Asset (other than Permitted Encumbrances);
- (e) not grant or create any preferential right to purchase, right of first opportunity or other material transfer restriction or requirement with respect to any Asset;
- (f) not make, amend or revoke any material election with respect to any Taxes relating to the Assets;
- (g) not fail to maintain insurance coverage substantially equivalent to its existing insurance coverage of the Assets as in effect on the date hereof;
- (h) not modify or operate the Assets in any way that would subject them to the jurisdiction of the Federal Energy Regulatory Commission;

(i) other than in respect of the [\*\*\*], settle or compromise any action, suit, investigation or proceeding relating to the Assets that could be reasonably expected (due to the nature of the claims involved or the scope of their applicability to Seller's business or operations) to involve amounts of \$100,000 or more in value;

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(j) not engage in any practice which would have the effect of (i) accelerating to periods before the Closing collection of revenues attributable to the Assets that would otherwise be expected (based on past practice) to be made in periods after the Closing, or (ii) postponing to periods after the Closing payment of costs that would otherwise be expected (based on past practice) to be made in periods before the Closing, in each case in a manner outside the ordinary course of business, inconsistent with past practice and contrary to generally accepted industry practices; or

(k) not agree, resolve, authorize or commit, whether in writing or otherwise, to do any of the foregoing.

Section 7.2. Access to Records and Assets; Access Indemnity and Confidentiality.

(a) During the period from the date hereof through the Closing, Seller shall at reasonable times and upon reasonable notice (i) make all the books and records relating to the Assets (including the Records) available to Buyer and its authorized representatives for examination as Buyer may request, and (ii) permit Buyer and its authorized representatives to consult with employees, officers, accountants, consultants, legal counsel and other authorized representatives of Seller that Seller designates and to conduct, at Buyer's sole cost, expense and risk, inspections and site visits of the Assets; provided, however, that none of Buyer and its authorized representatives shall have any right of access to (A) any proprietary data that relates to another business of Seller or its Affiliates, including the Excluded Assets, and is not used in connection with the ownership, use, operation or maintenance of the Assets, (B) confidential information subject to a third party confidentiality agreement, or (C) any such information which, if disclosed, would violate an attorney-client privilege or applicable Law; provided that, prior to withholding access to any information under clauses (B) or (C), Seller shall notify Buyer of the general nature of the information being withheld and, at the request and expense of Buyer, shall use commercially reasonable efforts to seek any consents that may be required for the disclosure of such information to Buyer, and otherwise implement reasonable arrangements permitting such disclosure (which may include entering into joint defense or other agreements with Buyer to preserve any attorney-client or other legal privilege of Seller). Buyer and its authorized representatives shall comply in all material respects with all rules, regulations, policies and instructions issued by Seller or any third Person operator regarding any of Buyer's or its authorized representatives' actions prior to Closing while upon, entering or leaving any property included in the Assets.

(b) BUYER SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL LOSSES OCCURRING ON OR TO THE ASSETS OR TO THE PERSON OR PROPERTY OF ANY PERSON ARISING FROM OR CAUSED BY THE ACTS OR OMISSIONS OF SELLER, ITS AFFILIATES OR ANY OTHER

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PERSON ACTING ON SELLER'S OR ITS AFFILIATES' BEHALF IN CONNECTION WITH THE ACCESS RIGHTS UNDER SECTION 7.2(a), EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), STRICT LIABILITY OR OTHER LEGAL FAULT OF ANY INDEMNIFIED PERSON, EXCEPTING ONLY THOSE LOSSES ACTUALLY RESULTING ON THE ACCOUNT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR ANY OF ITS AFFILIATES OR REPRESENTATIVES; PROVIDED, HOWEVER, THAT THE FOREGOING OBLIGATION OF BUYER SHALL NOT APPLY WITH RESPECT TO ANY ENVIRONMENTAL MATTER TO THE EXTENT EXISTING PRIOR TO SUCH ACCESS AND THAT ARE DISCOVERED DURING OR IN CONNECTION WITH SUCH ACCESS.

(c) Until the Closing, Buyer shall (and shall cause its Affiliates and authorized representatives to) hold in confidence all information and data furnished to it (or its Affiliates or representatives) pursuant to this Section 7.2 in accordance with the Confidentiality Agreement.

Section 7.3. Confidentiality. From and after the Closing, Seller shall, and shall cause its Affiliates to, keep confidential and not disclose all information relating to the Assets (other than relating to the Excluded Assets) (the "Restricted Information"), and shall not directly or indirectly use such Restricted Information for any purpose, except as and to the extent permitted by the terms of this Agreement. The obligation shall continue indefinitely from the Closing and shall not apply to any information that (a) is in the public domain, (b) is published or otherwise becomes part of the public domain through no fault of any Seller or any of its Affiliates or (c) becomes available to any Seller or any of its Affiliates on a non-confidential basis from a source that did not acquire such information (directly or indirectly) from Seller or Buyer or any of their respective Affiliates on a confidential basis. Notwithstanding the foregoing, Seller may make disclosures required by Law and in connection with disputes hereunder; provided, however, that Seller, to the extent practicable, shall provide Buyer with prompt notice thereof so that Buyer may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Section 7.3. In the event that such protective order or other remedy is not obtained or Buyer waives compliance with the provisions of this Section 7.3, Seller shall or shall cause the Person required to disclose such Restricted Information to furnish only that portion of the information that such Person is legally required, and, to the extent practicable, Seller shall exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment is accorded the Restricted Information so furnished.

Section 7.4. Regulatory Filings and Consents. From the date hereof until the Closing:

(a) Subject to Seller's and Buyer's additional obligations in clauses (b) and (c) of this Section 7.4, Seller and Buyer shall (i) take, or cause to be taken, all actions, and do, or cause to be done, all things that, in either case, are necessary, proper or advisable under Law or otherwise to consummate and make effective the transactions contemplated by this Agreement, and (ii) obtain from the relevant Governmental Authorities all Authorizations, if any, required to be

obtained at or prior to the Closing by Buyer or Seller in connection with the authorization, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby; provided, however, that neither Seller nor Buyer nor their respective Affiliates shall be required to make any material monetary expenditure, commence or be a plaintiff in any litigation or offer or grant any material accommodation (financial or otherwise) to any Person.

(b) The Parties shall each give prompt notice to the other of the receipt of any written notice or other written communication from (i) any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated hereby, (ii) any Governmental Authority in connection with the transactions contemplated hereby, (iii) any Governmental Authority or other Person regarding the initiation or threat of initiation of any claims, actions, suits, proceedings, arbitrations or investigations against, relating to, or involving or otherwise affecting Buyer or Seller that relate to the consummation of the transactions contemplated hereby, and (iv) any Person regarding the occurrence or nonoccurrence of any event the occurrence or nonoccurrence of which would be reasonably likely to (A) cause any condition to the obligations of the other Party to consummate the transactions contemplated hereby not to be satisfied, (B) cause a breach of the representations, warranties or covenants of such Party under this Agreement, or (C) delay or impede the ability of either Buyer or Seller, respectively, to consummate the transactions contemplated by this Agreement or to fulfill their respective obligations set forth herein. No delivery of any notice pursuant to clause (iv) of this Section 7.4(b) shall cure any breach of any representation, warranty or covenant of the Party hereto giving such notice contained in this Agreement.

(c) Each Party agrees to use best efforts to vigorously contest and to resist any action, including legislative, administrative or judicial action, and to have vacated, lifted, reversed or overturned any order (whether temporary, preliminary or permanent) of any court or other Governmental Authority that is in effect and that restricts, prevents or prohibits the consummation of the transactions contemplated by this Agreement, including the vigorous pursuit of all available avenues of administrative and judicial appeal and all available legislative action, and each Party agrees to provide reasonable cooperation to the other Party in connection with the foregoing.

Section 7.5. Cooperation; Further Assurances.

(a) In the event that at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, the Parties hereto shall take such further action (including the execution and delivery of such further documents and instruments) as any Party hereto may reasonably request, all at the sole expense of the requesting Party (unless the action requested should have been taken prior to the Closing, in which case the Party or Parties that would have borne the expense of taking such action had it been taken prior to the Closing shall bear such expense). Without limiting the generality of the foregoing, the

Parties hereto will take all reasonably requested actions to ensure that (i) the Assets are, except as otherwise contemplated hereby, transferred to Buyer, and (ii) that all other assets otherwise used by Seller, are owned by Seller.

(b) For the longer period of (i) seven (7) years after the Closing Date, (ii) as required by the terms of the applicable Contract or (iii) as required by Law, Buyer agrees to retain the originals of the Records at its sole cost and expense and provide Seller with access thereto upon reasonable request of Seller in connection with this Agreement or compliance with applicable law. Seller may retain a copy of the Records to the extent such Records pertain to its obligations under this Agreement.

Section 7.6. Public Announcement. Neither Party, nor any of their respective Affiliates, shall make any press release or other public announcement regarding the existence of this Agreement, the contents hereof (including the Purchase Price) or the transactions contemplated hereby without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed); provided, however, that the foregoing shall not restrict disclosures to the extent (a) necessary for a Party to perform this Agreement (including disclosure to a Governmental Authority or any third Persons holding rights of consent or other rights that may be applicable to the transactions contemplated by this Agreement, as reasonably necessary to seek such consents or provide notices, seek waivers, amendments or termination of such other rights), (b) required (upon advice of counsel) by applicable securities or other applicable Laws or regulations or the applicable rules of any stock exchange having jurisdiction over the Parties or their respective Affiliates or (c) subject to the Confidentiality Agreement, such Party has given the other Party a reasonable opportunity to review such disclosure prior to its release and no objection is raised; and provided, further, that, in the case of clauses (a) and (b), to the extent permitted by applicable Law, each Party shall use its commercially reasonable efforts to consult with the other Party regarding the contents of any such release or announcement prior to making such release or announcement.

Section 7.7. Prior Knowledge. No breach by a Party of any representation, warranty, covenant, agreement or condition of this Agreement shall be deemed to be a breach of this Agreement for any purpose hereunder, and neither the non-breaching Party nor any Affiliate of the non-breaching Party shall have any claim or recourse against the breaching Party or its directors, officers, employees, Affiliates, controlling Persons, agents, advisors or representatives with respect to such breach, under Article X or otherwise, if the non-breaching Party or any Affiliate of the non-breaching Party had knowledge prior to the execution of this Agreement of such breach or of the threat of such breach or the circumstances giving rise to such breach.

Section 7.8. Insurance. The Parties hereto acknowledge that Seller maintains a program of property and liability insurance coverage in respect of the Assets. All of the insurance policies through which the program of coverage is presently or has previously been provided by or to Seller or its Affiliates are herein referred to collectively as the "Seller Policies." It is understood and agreed by Buyer that from and after the Closing (i) no insurance coverage shall be provided under Seller Policies to Buyer and (ii) subject to Section 7.9, no claims regarding any matter whatsoever, whether or not arising

from events occurring prior to the Closing, shall be made by Buyer against or with respect to any of the Seller Policies, regardless of their date of issuance unless directed by Seller and for Seller's benefit.

Section 7.9. Casualty or Condemnation Loss.

(a) If, prior to or after the date of this Agreement but in all cases prior to the Closing Date, any portion of the Assets is or has been damaged or destroyed by fire or other casualty (a "Casualty") or is or has been taken in condemnation or under right of eminent domain (a "Condemnation Proceeding") and the amount of accrued but unpaid liability resulting from such Casualty or Condemnation Proceeding (which shall include the estimated amount of reduction in the fair market value of such Assets or, in the event of a Casualty, the estimated cost of repairing the Assets damaged or destroyed by such Casualty or replacing such Assets with assets of similar utility) (the "Restoration Costs") is less than [\*\*\*]% of the Purchase Price, in the aggregate, then Buyer shall nevertheless be required to close and Seller, at the Closing, shall pay to Buyer (or its designee) all sums paid to Seller by third Persons by reason of such Casualty or Condemnation Proceeding with respect to the affected Assets and shall assign, transfer and set over to Buyer or Buyer's designee all of Seller's and its Affiliate's right, title and interest (if any) in insurance claims, unpaid awards and other rights against third parties arising out of such Casualty or Condemnation Proceeding with respect to the affected Assets; *provided, however,* that Seller shall reserve and retain (and Buyer shall assign to Seller) all rights, title, interests and claims against third Persons for the recovery of Seller's and its Affiliate's unpaid awards and other rights and costs and expenses incurred prior to the Closing in pursuing or asserting any such insurance claims or other rights against third parties or in defending or asserting rights in connection with such Casualty or Condemnation Proceeding.

(b) If, prior to or after the date of this Agreement but in all cases prior to the Closing Date, any portion of the Assets is destroyed by a Casualty or is taken by a Condemnation Proceeding and the Restoration Costs resulting from such Casualty or Condemnation Proceeding is equal to or in excess of [\*\*\*]% of the Purchase Price, in the aggregate, then Buyer shall nevertheless be required to close and Seller shall have the right to elect to (i) reduce the Purchase Price by the Restoration Costs relating to such Casualty or Condemnation Proceeding or (ii) have Seller repair and restore the affected Asset at Seller's sole cost and expense (which repair and restoration may extend post-Closing) and (in either case) Seller shall be entitled to all sums paid to Seller by third Persons by reason of such Casualty or Condemnation Proceeding with respect to the

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\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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affected Transferred Assets and all rights, title, interests and claims against third Persons arising out of or relating to such Casualty or Condemnation Proceeding.

(c) If, prior to or after the date of this Agreement but in all cases prior to the Closing Date, any portion of the Assets is or has been destroyed by a Casualty or is or has been taken by a Condemnation Proceeding and the Restoration Costs resulting from such Casualty or Condemnation Proceeding is equal to or in excess of [\*\*\*]% of the Purchase Price, in the aggregate, then Buyer may terminate this Agreement upon written notice to Seller.

Section 7.10. Replacement of Bonds, Letters of Credit and Guarantees. The Parties understand that none of the bonds, letters of credit and guarantees, if any, posted by Seller or any Affiliate of Seller with any Governmental Authority or third Person and relating to the Assets are to be transferred to Buyer. On or before the Closing, Buyer shall obtain, or cause to be obtained in the name of Buyer, replacements for the bonds, letters of credit and guarantees identified in Section 7.10 of the Disclosure Schedule, and shall cause, effective as of the Closing, the cancellation or return to Seller of such bonds, letters of credit and guarantees posted (or supported) by Seller and such Affiliates, and Seller shall provide reasonable cooperation to Buyer in connection therewith. Buyer may also provide evidence that such replacements are not necessary as a result of existing bonds, letters of credit or guarantees that Buyer has previously posted as long as such existing bonds, letters of credit or guarantees are adequate to secure the release of those posted (or supported) by Seller. Section 7.10 of the Disclosure Schedule identifies the bonds, letters of credit and guarantees posted (or supported) by Seller or any other Affiliate of Seller with respect to the Assets as of the date noted on such Disclosure Schedule, which Seller may update through the Closing Date.

Section 7.11. Disclosure Schedule.

(a) Any information furnished in the Disclosure Schedule shall be deemed to modify all of the representations and warranties of Seller set forth in Article II. The inclusion of any information on the Disclosure Schedule shall not be deemed to be an admission or acknowledgment, in and of itself, that such information is required by the terms hereof to be disclosed, is material to the Assets or Seller, has or would have a Seller Material Adverse Effect, or is outside the ordinary course of business.

(b) Seller may from time to time prior to the Closing, by written notice to Buyer, supplement or amend the Disclosure Schedule to correct any matter that would constitute a breach of any representation or warranty of Seller in Article II; provided that for all purposes of this Agreement, including purposes of determining whether Buyer's conditions set forth in Section 8.3(a) have been fulfilled, the Disclosure Schedule shall be deemed to include only that information contained therein on the date of this Agreement and shall be deemed to exclude all information contained in any supplement or amendment thereto.

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Section 7.12. Antero Leases. Prior to Closing, Seller shall obtain amendments, assignments and conveyances of the leases of real property between Seller and Antero for the Middle Point Compressor Station and the Zinnia Compressor Station that provide Buyer with Seller's real

property interests in the Middle Point Compressor Station and the Zinnia Compressor Station, and such amendments, assignments and conveyances shall be in a form reasonably acceptable to Buyer's lenders. If, prior to Closing, Buyer notifies Seller that Buyer does not believe that the condition in Section 8.3(c) (ii) will be satisfied by the Termination Date, then Seller and Buyer shall collectively use commercially reasonable efforts to obtain amendments, assignments and conveyances that will enable such condition to be satisfied.

Section 7.13. Construction Projects. As soon as reasonably practicable after the Closing, but in any event on or before July 31, 2013, Seller shall complete, at Seller's sole cost, the construction of (a) the generator and the building surrounding the compressors at the Zinnia Compressor Station and (b) the generator and the building surrounding the compressors at the Middlepoint Compressor Station, in each case in accordance with Seller's current designs and specifications.

## ARTICLE VIII CONDITIONS TO CLOSING

Section 8.1. Conditions to Obligations of Seller and Buyer Under this Agreement. The respective obligations of the Parties to consummate the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Closing of the following conditions (any or all of which may be waived by the Parties, as the case may be in whole or in part, to the extent permitted by applicable Law): (i) the absence of any temporary restraining order, preliminary or permanent injunction or other judgment or order issued by any court of competent jurisdiction or other statute, rule or legal restraint of a Governmental Authority the effect of which prevents the consummation of the transactions contemplated hereby; and (ii) all of the Real Property Consents and the Material Contract Consents shall have been duly obtained, made or given in form reasonably acceptable to Buyer and Seller and shall be in full force and effect.

Section 8.2. Additional Conditions to Seller's Obligation. The obligation of Seller to effect the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Closing of the following conditions, any or all of which may be waived by Seller, in whole or in part, to the extent permitted by applicable Law:

(a) (i) The Fundamental Representations of Buyer shall be true and correct in all material respects as of the date hereof and as of the Closing Date as though made on and as of the Closing Date (except that, in each case, representations and warranties that speak as of a specified date shall have been true and correct only on such date) and (ii) each of the other representations and warranties of Buyer set forth in this Agreement shall be true and correct (it being understood that, for purposes of determining the accuracy of such representations and warranties, all "Buyer Material Adverse Effect" qualifications and other materiality qualifications contained in such representations and warranties shall be disregarded) as of the date hereof and as of the Closing Date as though made on and as of the Closing Date (except that, in each case, representations and

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warranties that speak as of a specified date shall have been true and correct only on such date) except, in the case of clause (ii), for failures that would not be reasonably likely to have, individually or in the aggregate, a Buyer Material Adverse Effect, and Seller shall have received a certificate of an executive officer of Buyer, dated the Closing Date, to such effect.

(b) Buyer shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date (including the deliveries at Closing pursuant to Section 1.5), and Seller shall have received a certificate of an executive officer of Buyer, dated the Closing Date, to such effect.

Section 8.3. Additional Conditions to Buyer's Obligation. The obligation of Buyer to effect the transactions contemplated hereby shall be subject to the satisfaction at or prior to the Closing of the following conditions, any or all of which may be waived by Buyer, in whole or in part, to the extent permitted by applicable Law:

(a) (i) The Fundamental Representations of Seller shall be true and correct in all material respects as of the date hereof and as of the Closing Date as though made on and as of the Closing Date (except that, in each case, representations and warranties that speak as of a specified date shall have been true and correct only on such date) and (ii) each of the other representations and warranties of Seller set forth in this Agreement shall be true and correct (it being understood that, for purposes of determining the accuracy of such representations and warranties, all "Seller Material Adverse Effect" qualifications and other materiality qualifications contained in such representations and warranties shall be disregarded) as of the date hereof and as of the Closing Date as though made on and as of the Closing Date (except that, in each case, representations and warranties that speak as of a specified date shall have been true and correct only on such date) except, in the case of clause (ii), for failures that would not be reasonably likely to have, individually or in the aggregate, a Seller Material Adverse Effect, and Buyer shall have received a certificate of an executive officer of Seller, dated the Closing Date, to such effect.

(b) Seller shall have performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date (including the deliveries at Closing pursuant to Section 1.4), and Buyer shall have received a certificate of an executive officer of Seller, dated the Closing Date, to such effect.

(c) Buyer has determined in its reasonable discretion that (i) no material defects in title exist with respect to that certain property in Union District, Harrison County, West Virginia containing 82 acres, more or less, and 65 acres, more or less, and described in that certain deed recorded in the Office of the Clerk of the County Commission of Harrison County, West Virginia, in Deed Book No. 1206, at page 378, and designated by the Assessor of Harrison County, West Virginia on the Land Books for said county in Union District — Outside as

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Tax Map No. 361, Parcel Nos. 9 and 10 of which ten acres is subject to a Lease Agreement dated as of March 28, 2012 by and between Gerald Wayne Corder and Louella M. Corder, his wife, and Antero Resources Appalachian Corporation, a Delaware Corporation; and (ii) the rights to be conveyed by Seller to Buyer with respect to the Real Property Interests applicable to the Middle Point Compressor Station and the Zinnia Compressor Station are satisfactory to Buyer and Buyer's lenders for the purposes of ownership and operation of the Middle Point Compressor Station and the Zinnia Compressor Station.

ARTICLE IX  
TERMINATION

Section 9.1. Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written consent of the Parties;
- (b) by Seller upon notice to Buyer, if any of the conditions in Section 8.1 or Section 8.2 shall not have been fulfilled by the time required or shall have become incapable of fulfillment on or prior to the Termination Date;
- (c) by Buyer upon notice to Seller, if any of the conditions in Section 8.1 or Section 8.3 shall not have been fulfilled by the time required or shall have become incapable of fulfillment on or prior to the Termination Date; or
- (d) by either Seller or Buyer upon notice to the other Party, if the Closing contemplated hereby shall not have occurred on or before June 30, 2013 (the "Termination Date"); provided that the right to terminate this Agreement pursuant to this Section 9.1(d) shall not be available to any Party whose breach of any provision of this Agreement results in the failure of the Closing to be consummated by such time.

provided, however, that no Party shall be entitled to terminate this Agreement under this Section 9.1 if the Closing has failed to occur because such Party negligently or willfully failed to perform or observe in any material respect its covenants and agreements hereunder.

Section 9.2. Effect of Termination. Except for the provisions of Section 2.18, Section 4.8, Section 7.2, Section 7.6, Article IX, Section 10.8, Section 10.9, Section 11.4, Section 11.5, Section 11.6, Section 11.7, Section 11.8, Section 11.9, Section 11.10 and Article XII and of the Confidentiality Agreement, this Agreement shall, upon termination hereof pursuant to Section 9.1, forthwith become of no further force or effect. Except as otherwise provided in this Section 9.2, if this Agreement is terminated in accordance with Section 9.1, neither Party shall have any right or remedy against the other Party as a result of such termination, except for any breach of this Agreement.

Section 9.3. Specific Performance. Each Party acknowledges and agrees that if the Closing fails to occur, or is rendered incapable of occurring, as a result of the breach by such

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Party of any term or provision of this Agreement, the other Party would be damaged irreparably. Accordingly, each Party agrees that the other Party shall be entitled to an injunction or injunctions to prevent any such Closing Failure Breach and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter.

ARTICLE X  
SURVIVAL AND INDEMNIFICATION

Section 10.1. Survival Periods. All representations and warranties of the Parties and all covenants required to be performed prior to the Closing (the "Pre-Closing Covenants") contained in this Agreement shall survive the Closing until the date that is [\*\*\*] after the Closing Date; provided that the representations and warranties set forth in (a) Section 2.1, Section 2.2, Section 4.1 and Section 4.2 (the "Fundamental Representations") shall survive the Closing [\*\*\*] and (b) Section 2.11 shall survive the Closing until [\*\*\*]. Except for the Fundamental Representations and the representations and warranties set forth in Section 2.11, the Parties hereto intend to shorten the statute of limitations and agree that no claims or causes of action may be brought against Seller or Buyer based upon, directly or indirectly, any of the representations, warranties, or agreements contained in Article II or Article IV or the Pre-Closing Covenants after the date that is [\*\*\*] after the Closing Date. This Section 10.1 shall not limit any covenant or agreement of the Parties which contemplates performance after the Closing. However, no covenants or agreements under Article VI shall survive past the date that is [\*\*\*] with respect to those tax periods and Tax Returns.

Section 10.2. Seller's Agreement to Indemnify.

(a) Subject to the terms and conditions set forth herein, from and after the Closing, Seller shall indemnify and hold harmless Buyer and its directors, officers, employees, Affiliates, controlling Persons, agents and representatives and their respective successors and assigns (collectively, the "Buyer Indemnitees") from and against all liability, demands, claims, actions or causes of action, assessments, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) (collectively, "Buyer Damages") asserted against or incurred by any Buyer Indemnitee as a result of or arising out of:

- (i) a breach of any representation or warranty of Seller contained in Article II or any Pre-Closing Covenant of Seller (provided that for the purposes of determining Buyer Damages and determining whether or not any such breach has occurred, any qualification or exception contained in any representation or warranty of Seller in Article II relating to materiality (including Seller Material Adverse Effect) shall be disregarded, other than the reference to "Material Contracts" in Section 2.10 and the referent to "Seller Material Adverse Effect" in Section 2.6(a));

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\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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- (ii) a breach of any covenant (other than a Pre-Closing Covenant) of Seller contained in this Agreement;
- (iii) the Excluded Assets and Retained Liabilities; or

- (iv) any and all Seller Taxes.
- (b) Seller's obligation to indemnify Buyer Indemnitees pursuant to Section 10.2(a) is subject to the following limitations:

(i) No indemnification shall be made by Seller pursuant to Section 10.2(a) (other than with respect to the representation and warranty set forth in Section 2.20): (1) with respect to any individual item (or group of related items) of Buyer Damage unless such Buyer Damage exceeds [\*\*\*] and (2) unless the aggregate amount of all Buyer Damages of the Buyer Indemnitees with respect to Section 10.2(a) shall exceed the Deductible (after which point Seller will be obligated only to indemnify Buyer from and against Buyer Damage in excess of the Deductible but less than or equal to the Cap). The maximum amount that Seller shall be required to pay in the aggregate pursuant to Section 10.2(a) in respect of all Buyer Damages by all Buyer Indemnitees is an amount equal to the Cap less the Deductible, after which point Seller will not have an obligation to indemnify Buyer from and against further such Buyer Damage. Notwithstanding the foregoing, (x) Seller's obligation to indemnify Buyer under (1) Section 10.2(a)(i) for a breach of any of the Fundamental Representations, any representation or warranty set forth in Section 2.11 or any Pre-Closing Covenant, (2) Section 10.2(a)(ii), (3) Section 10.2(a)(iii) or (4) Section 10.2(a)(iv) shall not be subject to any of the limitations in this Section 10.2(b)(i) but shall not, in the aggregate (together with any and all amounts paid pursuant to Section 10.4(a)), exceed an amount equal to the Purchase Price and (y) no indemnification shall be made by Seller pursuant to Section 10.2(a)(i) for a breach of the representation and warranty set forth in Section 2.20 with respect to any individual item (or group of related items) of Buyer Damage unless such Buyer Damage exceeds [\*\*\*], and any amounts paid in respect of such indemnification shall count against the maximum amount that Seller shall be required to pay in the aggregate pursuant to Section 10.2(a) as provided in the second sentence of this Section 10.2(b)(i).

(ii) The amount of any Buyer Damages shall be reduced by (A) any amount directly or indirectly received by a Buyer Indemnitee with respect thereto under any insurance coverage or from any other party alleged to be responsible therefor and (B) the amount of any net Tax benefit actually realized by Buyer Indemnitee relating thereto. Buyer

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Indemnitees shall use commercially reasonable efforts to collect any amounts available under such insurance coverage and from such other party alleged to have responsibility. If a Buyer Indemnitee directly or indirectly receives an amount under insurance coverage or from such other party with respect to Buyer Damages at any time subsequent to any indemnification provided by Seller pursuant to this Section 10.2, then such Buyer Indemnitee shall promptly reimburse Seller for any payment made or expense incurred by Seller in connection with providing such indemnification up to such amount received by Buyer Indemnitee. Each Buyer Indemnitee shall take all reasonable steps to mitigate damages in respect of any claim for which such Buyer Indemnitee is seeking indemnification and shall use commercially reasonable efforts to avoid any costs or expenses associated with such claim and, if such costs and expenses cannot be avoided, to minimize the amount thereof; and

(iii) Seller shall be obligated to indemnify Buyer Indemnitees only for those claims giving rise to Buyer Damages as to which Buyer Indemnitees have given Seller written notice thereof, and with respect to any claim pursuant to Section 10.2(a)(i), such notice must be given prior to the end of the applicable survival period set forth in Section 10.1 with respect to such claim. Any written notice delivered by a Buyer Indemnitee to Seller with respect to Buyer Damages shall set forth with as much specificity as is reasonably practicable the basis of the claim for Buyer Damages and, to the extent reasonably practicable, a reasonable estimate of the amount thereof.

**THIS INDEMNIFICATION IS EXPRESSLY INTENDED TO APPLY NOTWITHSTANDING ANY NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY ON THE PART OF BUYER INDEMNITEES (BUT NOT ANY SUCH BUYER INDEMNITEE'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE).**

Section 10.3. Buyer's Agreement to Indemnify. Subject to the terms and conditions set forth herein, from and after the Closing, Buyer shall indemnify and hold harmless Seller and Affiliates and its and their respective directors, officers, employees, members, managers, partners, controlling Persons, agents and representatives and their respective successors and assigns (collectively, the "Seller Indemnitees") from and against all liability, demands, claims, actions or causes of action, assessments, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) (collectively, "Seller Damages") asserted against or incurred by any of Seller Indemnitees as a result of or arising out of:

(i) a breach of any representation or warranty contained in Article IV or any Pre-Closing Covenant of Buyer (provided that for the purposes of determining Seller Damages and determining whether or not any such breach has occurred, any qualification or exception contained in any representation or warranty of Buyer in Article IV relating to

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materiality (including Buyer Material Adverse Effect) shall be disregarded, other than the reference to "Seller Material Adverse Effect" in Section 4.7);

- (ii) a breach of any covenant (other than a Pre-Closing Covenant) of Buyer contained in this Agreement; or
- (iii) the Assumed Liabilities.
- (b) Buyer's obligation to indemnify Seller Indemnitees pursuant to Section 10.3(a) is subject to the following limitations:

(i) No indemnification shall be made by Buyer pursuant to Section 10.3(a): (A) with respect to any individual item (or group of related items) of Seller Damage unless such Seller Damage exceeds [\*\*\*] and (B) unless the aggregate amount of all Seller Damages of the Seller Indemnitees with respect to Section 10.3(a) shall exceed the Deductible (after which point Buyer will be obligated only to indemnify Seller from and against Seller Damage in excess of the Deductible but less than or equal to the Cap). The maximum amount that Buyer shall be required to pay in the aggregate pursuant to Section 10.3(a) in respect of all Seller Damages by all Seller Indemnitees is the Cap less the Deductible, after which point Buyer will not have an obligation to indemnify Seller from and against further such Seller Damage. Notwithstanding the foregoing, Buyer's obligation to indemnify Seller under (1) Section 10.3(a)(i) for a breach of any of the Fundamental Representations, Section 4.8 or any Pre-Closing Covenant, (2) Section 10.3(a)(ii) or (3) Section 10.3(a)(iii) shall not be subject to any of the limitations in this Section 10.3(b)(i) but shall not, in the aggregate (together with any and all amounts paid pursuant to Section 10.4(b)), exceed an amount equal to the Purchase Price.

(ii) The amount of any Seller Damages shall be reduced by (A) any amount directly or indirectly received by a Seller Indemnitee with respect thereto under any insurance coverage or from any other party alleged to be responsible therefor and (B) the amount of any Tax benefit directly or indirectly available to Seller Indemnitee relating thereto. Seller Indemnitees shall use commercially reasonable efforts to collect any amounts available under such insurance coverage and from such other party alleged to have responsibility. If a Seller Indemnitee directly or indirectly receives an amount under insurance coverage or from such other party with respect to Seller Damages at any time subsequent to any indemnification provided by Buyer pursuant to this Section 10.3, then such Seller Indemnitee shall promptly reimburse Buyer for any payment made or expense incurred by Buyer in connection with providing such

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\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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indemnification up to such amount received by Seller Indemnitee. Each Seller Indemnitee shall take all reasonable steps to mitigate damages in respect of any claim for which such Seller Indemnitee is seeking indemnification and shall use commercially reasonable efforts to avoid any costs or expenses associated with such claim and, if such costs and expenses cannot be avoided, to minimize the amount thereof; and

(iii) Buyer shall be obligated to indemnify Seller Indemnitees only for those claims giving rise to Seller Damages as to which Seller Indemnitees have given Buyer written notice thereof, and with respect to any claim pursuant to Section 10.3(b)(i), such notice must be given prior to the end of the applicable survival period set forth in Section 10.1 with respect to such claim. Any written notice delivered by a Seller Indemnitee to Buyer with respect to Seller Damages shall set forth with as much specificity as is reasonably practicable the basis of the claim for Seller Damages and, to the extent reasonably practicable, a reasonable estimate of the amount thereof.

**THIS INDEMNIFICATION IS EXPRESSLY INTENDED TO APPLY NOTWITHSTANDING ANY NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY ON THE PART OF SELLER INDEMNITEES (BUT NOT ANY SUCH SELLER INDEMNITEE'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE).**

Section 10.4. Third Party Indemnification. The obligations of Seller to indemnify Buyer Indemnitees under Section 10.2 with respect to Buyer Damages and the obligations of Buyer to indemnify Seller Indemnitees under Section 10.3 with respect to Seller Damages, in either case resulting from the assertion of liability by third parties (each, as the case may be, a "Claim"), will be subject to the following additional terms and conditions:

(a) Any Party against whom any Claim is asserted (the "Indemnified Party") will give the indemnifying party (the "Indemnifying Party") written notice of any such Claim promptly after learning of such Claim, and the Indemnifying Party may at its option undertake the defense thereof by representatives of its own choosing. Failure to give prompt notice of a Claim hereunder shall not affect the Indemnifying Party's obligations under this Article X, except to the extent the Indemnifying Party is prejudiced by such failure to give prompt notice. If the Indemnifying Party, within thirty (30) days after notice of any such Claim, or such shorter period as is reasonably required, fails to assume the defense of such Claim, the Indemnified Party will (upon further notice to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such Claim on behalf of and for the account and risk, and at the expense, of the Indemnifying Party, subject to the right of the Indemnifying Party to assume the defense of such Claim at any time prior to settlement, compromise or final determination thereof.

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(b) Anything in this Section 10.4 to the contrary notwithstanding, the Indemnifying Party shall not enter into any settlement or compromise of any action, suit or proceeding or consent to the entry of any judgment (i) which does not include as an unconditional term thereof the delivery by the claimant or plaintiff to the Indemnified Party of a written release from all liability in respect of such action, suit or proceeding or (ii) for other than monetary damages to be borne by the Indemnifying Party, without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned.

(c) The Indemnifying Party and the Indemnified Party shall cooperate fully in all aspects of any investigation, defense, pretrial activities, trial, compromise, settlement or discharge of any claim in respect of which indemnity is sought pursuant to this Article X, including by providing the other Party with reasonable access to employees and officers (including as witnesses) and other information.

Section 10.5. No Duplication. Any liability for indemnification hereunder shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement herein.

Section 10.6. Amount of Losses. The determination of the dollar amount of any Buyer Damages or Seller Damages, as the case may be, shall be based solely on the actual dollar value thereof, on a dollar-for-dollar basis, and shall not take into account any multiplier valuations, including any multiple based on earnings or other financial indicia.

Section 10.7. Remedies Exclusive. Indemnification under this Article X will be the exclusive remedy of any Indemnified Party for any breach of a representation or warranty in this Agreement and, in furtherance of the foregoing, each of the Parties, on behalf of itself and its Affiliates, hereby waives and releases the other Parties hereto (and such other Parties' Affiliates) from, to the fullest extent permitted under any applicable Law, any and all rights, claims and causes of action it or its Affiliates may have against the other Parties hereto except as provided herein.

Section 10.8. No Special Damages. IN NO EVENT SHALL ANY PARTY BE LIABLE UNDER THIS ARTICLE X OR OTHERWISE IN RESPECT OF THIS AGREEMENT FOR EXEMPLARY, SPECIAL, PUNITIVE, INDIRECT, REMOTE, SPECULATIVE OR CONSEQUENTIAL DAMAGES; PROVIDED, HOWEVER, IF ANY OF THE SELLER INDEMNITEES OR BUYER INDEMNITEES IS HELD LIABLE TO A THIRD PERSON FOR ANY SUCH DAMAGES AND THE INDEMNITOR IS OBLIGATED TO INDEMNIFY SUCH SELLER INDEMNITEE OR BUYER INDEMNITEE FOR THE MATTER THAT GAVE RISE TO SUCH DAMAGES, THE INDEMNITOR SHALL BE LIABLE, AND OBLIGATED TO REIMBURSE SUCH INDEMNITEES, FOR SUCH DAMAGES.

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Section 10.9. Conspicuous Legends; Nature of Indemnification. THE PARTIES AGREE THAT THE BOLD OR CAPITALIZED LETTERS IN THIS AGREEMENT CONSTITUTE CONSPICUOUS LEGENDS. IT IS EXPRESSLY ACKNOWLEDGED THAT THE INDEMNIFICATION PROVIDED IN THIS ARTICLE X COULD INVOLVE INDEMNIFICATION FOR NEGLIGENCE OR UNDER THEORIES OF STRICT LIABILITY.

#### ARTICLE XI MISCELLANEOUS PROVISIONS

Section 11.1. Amendment and Modification. This Agreement may be amended, modified or supplemented at any time by the Parties hereto, pursuant to an instrument in writing signed by all of the Parties.

Section 11.2. Entire Agreement; Assignment. This Agreement (including the exhibits and schedules hereto) and that certain Confidentiality Agreement (a) constitute the entire agreement among the Parties hereto with respect to the subject matter hereof and supersede other prior agreements and understandings, both written and oral, between the Parties hereto with respect to the subject matter hereof and (b) shall not be assigned, by operation of law or otherwise, by a Party hereto, without the prior written consent of the other Parties; provided, however, that prior to the Closing Buyer shall assign its right to take title to the Assets to Mountaineer Midstream Company, LLC, a Delaware limited liability company.

Section 11.3. Severability. The invalidity or unenforceability of any term or provision of this Agreement in any situation or jurisdiction shall not affect the validity or enforceability of the other terms or provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction and the remaining terms and provisions shall remain in full force and effect, unless doing so would result in an interpretation of this Agreement which is manifestly unjust.

Section 11.4. Notices. All notices, requests, claims, demands and other communications required or permitted to be given hereunder will be in writing and will be given when delivered by hand or sent by registered or certified mail (postage prepaid, return receipt requested) or by overnight courier (providing proof of delivery) or by facsimile (providing confirmation of transmission). All such notices, requests, claims, demands or other communications will be addressed as follows:

(a) if to Seller:

MarkWest Liberty Midstream & Resources, L.L.C.  
1515 Arapahoe Street  
Tower 1, Suite 1600  
Denver, CO 80202  
Attention: Sr. Vice President and General Counsel and Senior Vice  
President and Chief Commercial Officer  
Facsimile: (303) 925-9305

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with a copy (which shall not constitute notice) to

Hogan Lovells US LLP  
One Tabor Center  
1200 17th Street, Suite 1500  
Denver, CO 80202  
Facsimile: (303) 899-7333  
Attention: George A. Hagerty

(b) if to Buyer:

Summit Midstream Partners, LP  
2100 McKinney Avenue, Suite 1250  
Dallas, TX 75201  
Facsimile: (214) 462-7716  
Attention: Brock Degeyter

or in any case to such other address or addresses as hereafter shall be furnished as provided in this Section 11.4 by any Party to the other Parties.

(a) THIS AGREEMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO, USA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS EXCEPT THAT, WITH RESPECT TO ALL MATTERS RELATING TO TITLE TO OR THE CONVEYANCE OF THE ASSETS LOCATED IN WEST VIRGINIA, THE LAWS OF THE STATE OF WEST VIRGINIA SHALL GOVERN.

(b) THE PARTIES HERETO HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS OF COLORADO LOCATED IN DENVER COUNTY, COLORADO OR THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN DENVER COUNTY, COLORADO AND APPROPRIATE APPELLATE COURTS THEREFROM, AND EACH PARTY HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH DISPUTE, CONTROVERSY OR CLAIM MAY BE HEARD AND DETERMINED IN SUCH COURTS. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH DISPUTE, CONTROVERSY OR CLAIM BROUGHT IN ANY SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE, CONTROVERSY OR CLAIM.

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(c) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 11.6. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and shall in no way be construed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction or meaning of any provision of, or scope or intent of, this Agreement nor in any way affect this Agreement.

Section 11.7. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

Section 11.8. Fees and Expenses. Except as otherwise provided herein, all costs and expenses (including legal and financial advisory fees and expenses) incurred in connection with, or in anticipation of, this Agreement and the transactions contemplated hereby shall be paid by the Party hereto incurring such expenses. Seller, on the one hand, and Buyer, on the other hand, shall indemnify and hold harmless the other Party or Parties, as applicable, from and against any and all claims or liabilities for financial advisory and finders' fees incurred by reason of any action taken by such Party or Parties or otherwise arising out of the transactions contemplated by this Agreement by any Person claiming to have been engaged by such Party or Parties.

Section 11.9. Interpretation.

(a) The phrase "to the knowledge of Seller" or any similar phrase shall mean such facts and other information which as of the Closing Date are actually known to the individuals identified in Section 11.9(a) of the Disclosure Schedule, and solely with respect to Section 2.12, shall be deemed to mean such facts and other information which as of the Closing Date are actually known to the individuals identified in Section 11.9(a) of the Disclosure Schedule after reasonable discussions with the managers and supervisors of Seller that such individual reasonably believes would have knowledge of an Environmental Matter relating to the Assets; the phrase "to the knowledge of Buyer" or any similar phrase shall mean such facts and other information which as of the Closing Date are actually known to the individuals identified in Section 11.9(b) of the Disclosure Schedule.

(b) Any reference to any federal, state, local, or foreign Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

(c) For purposes of this Agreement, (i) the terms "hereof," "herein" and "herewith" and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, (ii) the word "including" and words of similar import when

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used in this Agreement will mean "including, without limitation," unless otherwise specified, (iii) the word "or" will not be exclusive, and (iv) words in the singular will be held to include the plural.

(d) All references to Articles and Sections refer to articles and sections of this Agreement, all references to Exhibits refer to exhibits to this Agreement and all references to Schedules refer to Schedules to this Agreement, which Exhibits and Schedules are attached hereto and made a part hereof for all purposes.

(e) In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

Section 11.10. No Third Party Beneficiaries. This Agreement is solely for the benefit of (a) Seller (and its successors and permitted assigns) and Seller Indemnitees, with respect to the obligations of Buyer under this Agreement; and (b) Buyer (and its successors and permitted assigns) and Buyer Indemnitees, with respect to the obligations of Seller under this Agreement. This Agreement shall not be deemed to confer upon or give to any other third party any remedy, claim of liability or reimbursement, cause of action or other right.

Section 11.11. No Waivers. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by any Party, and no course of dealing between the Parties, shall constitute a waiver of any such right, power or

remedy. No waiver by a Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be valid unless in writing and signed by the Party against whom such waiver is sought to be enforced.

Section 11.12. Specific Performance. The Parties hereto agree that if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist and damages would be difficult to determine, and that the Parties shall be entitled to specific performance of the terms hereof and immediate injunctive relief, without the necessity of proving the inadequacy of money damages as a remedy, in addition to any other remedy at law or in equity.

Section 11.13. Facsimile Signature. This Agreement and the documents contemplated hereby may be executed by facsimile or pdf. (or similar technology) signature.

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ARTICLE XII  
DEFINITIONS

Section 12.1. Certain Definitions. When used in this Agreement, the following terms shall have the respective meanings specified therefor below.

- (a) “Affiliate” means, with respect to any Person, a Person that directly or indirectly controls, is controlled by or is under common control with such Person, with control in such context (including, with its correlative meaning, “controlled by” and “under common control with”) meaning the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise.
- (b) “Antero” means Antero Resources Appalachian Corporation, a Delaware corporation.
- (c) “Antero Agreement” means that certain Gas Gathering and Compression Agreement by and between Antero and Seller, dated as of April 16, 2012.
- (d) “Antero Construction Reimbursements” means all amounts paid or payable by Antero to Seller in respect of the construction of [\*\*\*].
- (e) “Antero Gathering Fee Increases” means all amounts paid or payable by Antero to Seller in respect of the period prior to Closing to reflect the increase in gathering fees permitted by Section 4.1 of the Antero Agreement for pipeline construction completed prior to the Closing Date.
- (f) “Assets” means the following assets and properties, except for the Excluded Assets:
  - (i) the Sherwood Gas Gathering and Compression System and all assets and properties related thereto described in Exhibit A-1;
  - (ii) all tangible personal property of every kind and nature that is solely used in the ownership, operation, use or maintenance of the Sherwood Gas Gathering and Compression System, whether or not currently in service, including meters, gauges, valves, engines, field equipment, fixtures (except to the extent included within Real Property Interests), trailers, tools, instruments, spare parts, machinery, computer equipment, telecommunications equipment, furniture, supplies, materials and other improvements (except to the extent included within Real Property Interests) wherever located, including those items of tangible

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\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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personal property described in Exhibit A-2 (collectively, the “Personal Property”);

- (iii) subject to the terms of the Letter Agreement, all fee property, Rights-of-Way, leases and other rights, privileges or interests in real property that are solely used in the ownership, operation, use or maintenance of the Sherwood Gas Gathering and Compression System (collectively, the “Real Property Interests”), including those described in Exhibit A-3 and all fixtures, buildings and improvements located on or under such Real Property Interests;
- (iv) all benefits and rights under permits, licenses, certificates, orders, approvals, authorizations, grants, consents, concessions, waivers, registrations, warrants, franchises and similar rights and privileges that are granted by a Governmental Authority and are necessary for, or are used or held for use solely for or in connection with, the ownership, operation, use or maintenance of the Sherwood Gas Gathering and Compression System, the Personal Property or the Real Property Interests, including the Permits;
- (v) all benefits and rights under the contracts or portions thereof identified on Exhibit A-5 as assignable to Buyer by the notation “Yes” or “With Prior Consent” in the “Assignable” column of Exhibit A-5 (collectively, the “Contracts”); provided that no Contract with the notation “With Prior Consent” will be assigned to Buyer under this Agreement unless and until the required consent to assignment has been received;

(vi) all technical information, shop rights, designs, plans, manuals, specifications and other proprietary and nonproprietary technology and data solely used in connection with the ownership, operation, use or maintenance of the Sherwood Gas Gathering and Compression System or the Personal Property;

(vii) all rights and benefits of the following, in each case relating solely to the Assets: (A) all purchase orders, invoices, storage or warehouse receipts, bills of lading, certificates of title and documents, and (B) all keys, lock combinations, computer access codes and other devices or information necessary to gain entry to or take possession of such Assets;

(viii) copies or originals of all tangible, digital or electronic contracts, land, title, engineering, environmental, operating, performance, safety, maintenance, warranty, accounting, and other data, files, documents, instruments, notes, correspondence, papers, ledgers, journals, reports, abstracts, surveys, maps, books, records, designs, plans, blueprints, as-built plans and specifications and system drawings and studies which relate solely to the Assets or which are used or held for use solely in connection with, the ownership, operation, use or maintenance of

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the Assets; provided, however, such material shall not include (A) any proprietary data that is not solely used in connection with the continued ownership, use or operations of the Assets, (B) any information subject to third Person confidentiality agreements for which a consent or waiver cannot be secured after commercially reasonable efforts with no obligation to spend money, (C) any information which, if disclosed, would violate an attorney-client privilege or would constitute a waiver of rights as to attorney work product or attorney-client privileged communications, unless such information is needed for operation of the Sherwood Gas Gathering and Compression System, and the Parties enter a mutually agreeable joint defense agreement related thereto or (D) any information relating solely to the Excluded Assets (collectively, the “Records”); and

(ix) the benefits in and rights to enforce all claims, causes of action, indemnities, rights of recovery, rights of set off, rights of recoupment, warranties, covenants, guarantees, and all suretyship agreements (and all proceeds from any of the foregoing) to the extent relating solely to the Assets or the Assumed Liabilities, but excluding any such benefits and rights associated with the Excluded Assets or the Retained Liabilities.

(g) “Assumed Liabilities” means any and all obligations and liabilities, known or unknown, with respect to the Assets or the procurement, construction, installation, ownership, operation, maintenance or use thereof; regardless of whether such obligations or liabilities arose prior to, on or after the Closing other than the Retained Liabilities.

(h) “Authorizations” means any franchise, permit, license, authorization, order, certificate, registration, variance, settlement, compliance plan or other consent or approval granted by any Governmental Authority (i) under any Law, including any Environmental Law, or (ii) under or pursuant to any judgment or material Contract with any such Governmental Authority.

(i) “Bobcat Pipeline” means the approximately [\*\*\*] miles of high pressure [\*\*\*] inch diameter pipeline that joins the Pike Fork Pipeline.

(j) “Business Day” means any day other than a Saturday, a Sunday, or a day on which banks are closed for business in Denver, Colorado or New York, New York.

(k) “Cap” means an amount equal to [\*\*\*] percent ([\*\*\*]%) of the Purchase Price.

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(l) “Code” means the U.S. Internal Revenue Code of 1986, as amended.

(m) “Confidentiality Agreement” means that certain Confidentiality Agreement, dated as of March 12, 2013, by and between Summit Midstream Partners, LLC and Seller.

(n) “Deductible” means an amount equal to [\*\*\*] percent ([\*\*\*]%) of the Purchase Price.

(o) “Environment” means soil, sediment, surface water, groundwater, land, subsurface strata, ambient air and natural resources (including flora and fauna).

(p) “Environmental Law” means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq.; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j, in each case as amended to the Closing Date, and all similar Laws as of the Closing Date of any Governmental Authority having jurisdiction over the Assets addressing pollution or protection of the Environment and all regulations implementing the foregoing, and regional, state or local Laws pertaining to oil and natural gas exploration, production, gathering, and processing wastes, the use, maintenance, and closure of pits and impoundments, or the acquisition, withdrawal, consumptive use, reclamation and disposal of water, produced water, and flowback water in connection with, oil and natural gas upstream and midstream activities.

(q) “Environmental Matter” means any Liability (i) resulting from or attributable to the actual or threatened Releases of Hazardous Materials into the Environment or resulting from or attributable to exposure to Hazardous Materials; (ii) arising under Environmental Laws and resulting from or attributable to the generation, manufacture, processing, distribution, use, treatment, storage, Release or threatened Release, transport, or handling of Hazardous Materials; and (c) otherwise arising under or related to Environmental Law.

(r) “Environmental Permit” means any permit, registration, license, certificate, approval, exemption, variance and other authorization required by a Governmental Authority under any Environmental Laws.

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(s) “Excluded Assets” means:

(i) all claims for refunds of, and any loss or credit carry forwards with respect to, any Taxes related to any Pre-Closing Period;

(ii) all work product of Seller’s or its Affiliates’ attorneys relating to the negotiation and consummation of the transactions contemplated hereby;

(iii) the Sherwood Processing Facility and all control systems related thereto and the meter on the Zinnia Pipeline located at the Sherwood Processing Facility and any other contracts, properties and assets downstream of the Sherwood Processing Facility;

(iv) the Sherwood compression station, and all facilities related thereto, located within the Sherwood Processing Facility, but subject to the rights granted pursuant to the Interconnect Agreement;

(v) all proceeds, claims and rights arising prior to the Closing under any insurance policies covering the Assets;

(vi) the rights reserved by Seller pursuant to Letter Agreement;

(vii) any hedging agreement, including any derivative, swap, option, future, put, call, floor, cap, collar, master agreement or other contract intended to hedge a commodity or interest rate, associated with or encumbering the Assets;

(viii) any and all rights, causes of action and defenses against third Persons relating to any of the Excluded Assets and arising at any time; and

(ix) all rights and benefits with respect to the Antero Construction Reimbursements and Antero Gathering Fee Increases.

(t) [\*\*\*].

(u) “Gas” means all hydrocarbon and non-hydrocarbon substances produced from gas or oil wells in a gaseous state.

(v) “Governmental Authority” means (i) national, state, county, municipal, or local government (whether domestic or foreign) and any political subdivision thereof, (ii) any court or administrative tribunal, (iii) any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction (including any

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zoning authority, or state public utility commission, or any comparable authority), (iv) any non-governmental agency, tribunal or entity that is properly vested by a governmental authority with applicable jurisdiction, or (v) any arbitrator.

(w) “Hazardous Materials” means any substance regulated, listed or defined under any applicable Environmental Law, including any: (i) chemical, product, material, substance or waste defined as or included in the definition of “hazardous substance,” “hazardous material,” “hazardous waste,” “restricted hazardous waste,” “extremely hazardous waste,” “solid waste,” “toxic substance,” “extremely hazardous substance,” “chemical substance,” “toxic pollutant,” “contaminant” or “pollutant”; (ii) hydrocarbons, petroleum, petrochemical or petroleum products, petroleum substances, NGL, condensate, natural gas, crude oil or any components, fractionations or derivatives thereof; (iii) oil and gas exploration and production wastes, including produced and flow back waters; and (iv) asbestos containing materials, mercury, polychlorinated biphenyls, radioactive materials, urea formaldehyde foam insulation, or radon gas.

(x) “Income Taxes” means any income, franchise and similar Taxes.

(y) “Laws” all laws, statutes, rules, regulations, ordinances, orders, writs, injunctions, decrees, requirements, judgments and codes of Governmental Authorities, including obligations arising under the common law.

(z) “Liabilities” means liabilities and obligations, whether accrued, contingent, absolute, determined, determinable or otherwise, including all debts, losses, deficiencies, costs, expenses, fines, interest, expenditures, claims, suits, proceedings, judgments, demands, damages, and reasonable attorneys’, accountants’ and other similar fees and expenses and reasonable expenses of investigating, defending and prosecuting litigation, excluding any liabilities, costs and expenses arising out of or based upon the employment of any employee of Seller.

(aa) “Lien” means any mortgage, pledge, deed of trust, hypothecation, security interest, lien, charge, option, warranty, purchase right, right of first refusal, contractual right to sell, assign or otherwise dispose of its interest in any Material Real Property Locations, or any interest therein, assignment, assessment or encumbrance of any kind, whether voluntary or imposed by Law, and any agreement to give any of the foregoing; provided, however, that “Lien” shall not include any Real Property Consent or Miscellaneous Consent.

(bb) “Loss” or “Losses” means any and all damages, demands, payments, obligations, penalties, assessments, disbursements, claims, costs, Liabilities, losses, causes of action, and expenses, including interest, awards, judgments, settlements, fines, fees, costs of defense and reasonable attorneys’ fees, costs of accountants, expert witnesses and other professional advisors and costs of investigation and preparation of any kind or nature whatsoever.

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(cc) “Marketable Title” means good, valid and marketable title based upon instruments of record, which title is free and clear from any Liens other than Permitted Encumbrances, and would be accepted by a reasonably prudent purchaser of similar assets in Doddridge County, West Virginia.

(dd) “Material Contract” means any contract of one or more of the following types to which Seller or its Affiliates is a party and the Assets are subject to or bound:

- (i) involves obligations of, or payments to or from, Seller in excess of [\*\*\*];
- (ii) relates to the gathering, processing, compression, blending, treating, dehydration, measurement, balancing or transportation, storage, marketing, sale or purchase of natural gas, NGLs or other hydrocarbons, or the products therefrom, or the provision of services related thereto;
- (iii) constitutes a pipeline interconnect agreement or facility operating agreement, or covers the provision of services related thereto;
- (iv) restricts Seller from freely engaging in any business or competing anywhere;
- (v) constitutes a partnership agreement, joint venture agreement or similar agreement;
- (vi) any outstanding futures, swap, collar, put, call, floor, cap, option, hedging, forward sale or other derivative Contract involving natural gas or other commodity sales or trading;
- (vii) any contract evidencing indebtedness, whether secured or unsecured, including all loan agreements, line of credit agreements, indentures, mortgages, promissory notes, agreements concerning long and short-term debt, together with all security agreements or other lien documents related to or binding on the Assets;
- (viii) contains a preferential purchase right, consent to assignments, right of first refusal or similar right;
- (ix) any contract with any Affiliate of Seller; or
- (x) any contract, not referred to above, that is material to the ownership or operation of the Assets.

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\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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(ee) “Middle Point Compressor Station” means the 11,700 horsepower compressor station located at the beginning of the Middle Point Pipeline.

(ff) “Middle Point Pipeline” means the approximately 6.3 miles of high pressure 12 inch diameter pipeline that feeds into the Zinnia Pipeline.

(gg) “Miscellaneous Consents” means any notice to, consent of, or filing with any Governmental Authority relating to any Permits, including any Environmental Permits, that are required in connection with the ownership and operation of the Assets that are customarily obtained post-closing.

(hh) “NGL” means propane, iso-butane, normal butane, iso-pentane, normal pentane, hexanes and any other liquid hydrocarbon or any mixtures thereof, including incidental methane and incidental ethane, but excluding liquefied methane.

(ii) “Permitted Encumbrance” means, with respect to an Asset, any or all of the following:

- (i) Liens for current period property Taxes not yet due and payable, or if due and payable, being contested in good faith by appropriate action;
- (ii) mechanic's, materialmen's, repairmen's, employee's, contractor's, operator's or other similar Liens or charges arising in the ordinary course of business for amounts not yet due (including any amounts being withheld as provided by Law);
- (iii) any Liens affecting the Assets that are discharged at or prior to Closing;
- (iv) pipeline, utility and similar easements, all rights of any Governmental Authority to regulate the Assets, immaterial defects and irregularities in title, and other Liens that, singularly and in the aggregate, will not materially interfere with the ownership, use, operation, replacement, repair or maintenance of the Assets;
- (v) the terms and conditions of the Permits listed on Exhibit A-4 and the Contracts listed on Exhibit A-5;
- (vi) the items set forth in Section 12.1(ii)(vi) of the Disclosure Schedule;
- (vii) Miscellaneous Consents; and
- (viii) (a) the rights of lessors and lessees under Leases executed in the ordinary course of business but only to the extent that they do not materially adversely affect the value of the rights attributed to such Asset

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to which such matters relate or materially interfere with the ownership, use or operation of such agreement in any event, do not prevent or prohibit the exercise of the rights granted by such agreement as currently used or as otherwise necessary for the conduct of the business by Seller relating to such agreement as presently conducted, and are of a type customarily included such Leases, and (b) the rights of licensors and licensees under licenses executed in the ordinary course of business and which rights are of a type customarily included within licenses.

- (jj) "Person" means any individual, corporation, partnership, limited liability company, trust, estate, Governmental Authority or any other entity.
- (kk) "Pike Fork Pipeline" means the approximately 15.8 miles of high pressure 12-16 inch diameter pipeline that gathers rich Gas to the Sherwood Processing Facility from Northern and Northeastern Doddridge County, West Virginia.
- (ll) "Pipeline" means collectively the Zinnia Pipeline, Middle Point Pipeline, Pike Fork Pipeline and Bobcat Pipeline.
- (mm) "Pre-Closing Period" means, with respect to the Assets, any Tax period ending on or prior to the Closing Date.
- (nn) "Proceeding" means any action, suit, claim, demand, investigation or other judicial or administrative proceeding, at law or in equity, or any arbitration or other dispute resolution, before or by any Governmental Authority, or any order, judgment, decree, injunction, award or ruling issued thereunder.
- (oo) "Release" means any releasing, depositing, spilling, leaking, pumping, pouring, placing, emitting, discarding, abandoning, emptying, discharging, migrating, injecting, escaping, leaching, dumping or disposing into the Environment.
- (pp) "Retained Liabilities" means any and all obligations and liabilities relating to (i) any act or omission by Seller involving or relating to the Excluded Assets or any other assets excluded from the Assets pursuant to the terms hereof, (ii) the Proceedings, if any, set forth on Section 2.7 of the Disclosure Schedule and any other Proceedings existing as of the Closing and involving the Assets (including the [\*\*\*]), (iii) any claim for personal injury or death relating to the Assets and arising out of any event occurring prior to the Closing, (iv) any fines or penalties incurred by Seller due to a violation by Seller of any Law (including with respect to the [\*\*\*]), (v) the completion of the construction of the Middle Point Compressor Station in accordance with Seller's existing specifications, and (vi) any and all Seller Taxes.

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- (qq) "Rights-of-Way" means easements, licenses, rights-of-way, surface rights grants, instruments creating an interest in real property, and other similar real estate interests.
- (rr) "Seller Material Adverse Effect" means, (i) with respect to Seller, any event, circumstance or condition materially impairing Seller's authority, right or ability to consummate the transactions contemplated by this Agreement or documents executed in connection herewith; or, (ii) with respect to the Assets, any change in, or effect on, the Assets that is materially adverse to the operations, or physical condition of the Assets or revenues or liabilities associated with the Assets (as compared to the operations or physical condition of the Assets or revenues or liabilities associated with the Assets on the date of this Agreement), taken as a whole; provided, however, that none of the following shall be taken into account for purposes of determining whether or not a Seller Material Adverse Effect has occurred: (A) changes or effects generally affecting the international, national, regional or local economic, market, financial, credit or political conditions in the area in which the Assets are located, the United States or worldwide, or any terrorism or outbreak of hostilities or war (other than terrorism or outbreaks of hostilities or war that directly affect the Assets), (B) changes or effects generally affecting the international, national, regional or local energy industry, (C) any change or effect generally affecting the natural gas gathering, transportation or processing industries, or resulting from markets for fuel or other raw materials, feedstock or commodities used, gathered, transported, produced or sold at or by the Assets, (D) changes in the prices of hydrocarbons, (E) natural

declines in well performance, (F) orders or actions of any Governmental Authority or changes in Law or the interpretation thereof or changes in GAAP or the interpretation thereof, in each case, after the date hereof, (G) actions taken or omitted to be taken by or with the consent of Buyer or its Affiliates, (H) actions or agreements contemplated by this Agreement or referred to in the Exhibits or Schedules, (I) except for purposes of the representation set forth in Section 2.3(a), the announcement or pendency of the transactions contemplated by this Agreement or the consummation of the transactions contemplated hereby, (J) changes which are cured (including by the payment of money) before the earlier of the Closing or the termination of this Agreement under Article IX, and (K) changes in the value of Buyer's securities resulting from entering into this Agreement or the announcement of the transactions contemplated by this Agreement. Any determination as to whether any event, circumstance or condition has a Seller Material Adverse Effect shall be made only after taking into account all effective indemnifications with respect to such event, circumstance or condition.

(ss) "Seller Taxes" means any (A) Income Taxes imposed on Seller, any of its direct or indirect owners, or any combined, unitary or consolidated group of which Seller is or was a member, (B) Taxes allocable to Seller pursuant to Section 6.2, and (C) Taxes imposed on or with respect to any Excluded Asset.

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(tt) "Sherwood Gas Gathering and Compression System" means the gas gathering and compression system described on Exhibit A-1, including the Zinnia Pipeline, Middle Point Pipeline, Pike Fork Pipeline, Bobcat Pipeline, Middle Point Compressor Station and Zinnia Compressor Station.

(uu) "Sherwood Processing Facility" means a natural gas processing complex in Doddridge County, West Virginia.

(vv) [\*\*\*].

(ww) "Straddle Period" means any Tax period that begins before and ends after the Closing Date.

(xx) "Tax" or "Taxes" means (a) all taxes and similar governmental charges, imposts, levies, fees, unclaimed property and escheat obligations, and assessments imposed by any Governmental Authority, however denominated (including, but not limited to, income taxes, business asset taxes, franchise taxes, net worth taxes, capital taxes, estimated taxes, withholding taxes, use taxes, gross, modified gross or net receipts taxes, sales taxes, transfer taxes or fees, excise taxes, real and personal property taxes, ad valorem taxes, value added taxes, payroll related taxes, employment taxes, unemployment insurance taxes, social security taxes, minimum taxes, and import duties and other obligations of the same or a similar nature), together with any related liabilities, penalties, fines, additions to tax or interest thereon and (b) any liability in respect of any item described in clause (a) above, that arises by reason of a contract, assumption, transferee or successor liability, operation of Law (including by reason of participation in a consolidated, combined or unitary Tax Return) or otherwise.

(yy) "Tax Authority" means any Governmental Authority having jurisdiction over the payment or reporting of any Tax.

(zz) "Tax Return" means any report, statement, form, return or other document or information required to be supplied to a Tax Authority in connection with Taxes, including any attachment thereto or amendment thereof.

(aaa) "Tichenal Compressor Station" means the Crestwood-owned compressor station at the origin point of the Zinnia Pipeline.

(bbb) "Zinnia Compressor Station" means the 9,360 horsepower compressor station located along the Zinnia Pipeline.

(ccc) "Zinnia Pipeline" means the approximately 16 miles of high pressure 16 inch pipeline that travels from the Tichenal Compressor Station to the Sherwood Processing Facility.

\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly signed as of the date first above written.

**MARKWEST LIBERTY MIDSTREAM & RESOURCES, L.L.C.**

By: \_\_\_\_\_

Name:

Title:

**SUMMIT MIDSTREAM PARTNERS, LP**

**By: Summit Midstream GP, LLC, its general partner**

By: \_\_\_\_\_

Name: Steven J. Newby

Title: President & Chief Executive Officer

**Exhibit A-1**

**CERTAIN MATERIAL (INDICATED BY THREE ASTERISKS) HAS BEEN OMITTED FROM THIS DOCUMENT PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.**

**Sherwood Gas Gathering and Compression System**

The Sherwood Gas Gathering and Compression System is comprised of the Zinnia Pipeline, the Middle Point Pipeline, the Pike Fork Pipeline and the Bobcat Pipeline as well as two compressor stations: the Middle Point Compressor Station and the Zinnia Compressor Station, as further detailed in the following map. For the avoidance of doubt, the Sherwood Processing Facility depicted on the map as the "Sherwood Plant" is shown for reference purposes only and will not be included in the Sherwood Gas Gathering and Compression System.

[\*\*\*]

**Exhibit A-2****PERSONAL PROPERTY****Zinnia Assets**

1. Zinnia CS Phase 1 - Flare Scrubber
2. Zinnia CS Phase 1 - Pre Dehy Filter Separators (x2)
3. Zinnia CS Phase 1 - Inlet Separator
4. Zinnia CS Phase 1 - Reboiler
5. Zinnia CS Phase 1 - Sand Filter
6. Zinnia CS Phase 1 - Contactor
7. Zinnia CS Phase 1 - Fuel Gas Scrubber
8. Zinnia CS Phase 1 - Gun Barrel Tank
9. Zinnia CS Phase 1 - Condensate Tank
10. Zinnia CS Phase 1 - VRU
11. Zinnia CS Phase 1 - Discharge Meter
12. Zinnia CS Phase 1 - MCC Building & Pannels
13. Zinnia CS Phase 1 - Discharge Separator
14. Zinnia CS Phase I - Compressor #2 3608 F38882 12129
15. Zinnia CS Phase I - Compressor #3 3608 F39084 12131
16. Zinnia CS Phase I - Compressor #4 3608 F39032 12130
17. Zinnia CS Phase I - Compressor #1 3608 F38671 12128
18. Dehy Unit
19. Regen Drip Tank
20. Filter Separators (x2)
21. Instrument Air Compressors (x2)
22. Air Receivers (x3)
23. Instrument Air Building
24. Saltwater Tanks (x3) (400 bbl)
25. ESD Valves (3)
26. Dew Point Meter
27. Coalescer Filter
28. Glycol Scrubber
29. UPS
30. Glycol Tank
31. Methane Tanks (x2) (550 Gal.)
32. 2 - 1,500 Gal. Tanks
33. 2 - 550 Gal. Tanks
34. PCV's (x5)
35. Slug Catcher
36. Launcher & Receivers
37. Delta V Cabinet

38. Fuel Tank
39. Oil Day Tanks (x2)
40. Natural Gas Generators (x2)

**Middle Point Assets**

41. Middle Point CS Phase I - Fuel Gas Meter
  42. Middle Point CS Phase I - Inlet Separator
  43. Middle Point CS Phase I - Discharge Separator
  44. Middle Point CS Phase I - Contactor
  45. Middle Point CS Phase I - Pre-Dehy Filter/Separators (x2)
  46. Middle Point CS Phase I - Flare Scrubber
  47. Middle Point CS Phase I - Discharge Meters (x2)
  48. Middle Point CS Phase I - Gun Barrel Tank
  49. Middle Point CS Phase I - Reboiler
  50. Middle Point CS Phase I - VRU
  51. Middle Point CS Phase I - MCC Building and Panels
  52. Middle Point CS Phase I - Condensate Tanks (x2)
  53. Middle Point CS Phase I - Fuel Gas Scrubber
  54. Middle Point CS Phase I - Compressor 2 of 4
  55. Middle Point CS Phase I - Compressor 3 of 4
  56. Middle Point CS Phase I - Compressor 4 of 4
  57. Middle Point CS Phase I - Compressor 1 of 4
  58. Middle Point CS - Compressor 3608 #5
  59. Dehy Unit
  60. Regen Drip Tank
  61. Glycol Tank
  62. Dewpoint Meter
  63. Launchers and Receivers
  64. ESD Valves (5)
  65. Glycol Separator
  66. Contactor
  67. Coalescer Filter
  68. Slug Catcher
  69. PCV's (6)
  70. Sump Tank - 1 Underground
  71. Fuel Tank
  72. Waste Oil Tank (2,000 Gal.)
  73. Antifreeze Tank (2,000 Gal.)
  74. Slop Tank (1,500 Gal.)
  75. Instrument Air Receivers (x3)
  76. Methanol Tanks (x2) (520 Gal. Each)
  77. Instrument Air Compressors (x2)
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78. Instrument Air Building
79. Saltwater Tanks (x2) (400 bbl)
80. UPS
81. Delta V Cabinet
82. Oil Day Tanks (x2)
83. Natural Gas Generators (x2)

**Other Assets**

84. Tichenal CS to Serwood Plant Pipeline
  85. Bobcat HP to Pike Fork Gathering Pipeline
  86. Middle Point CS to Tichenal/Zinnia Gathering Pipeline
  87. Pike Fork Gathering Pipeline to Sherwood
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**Exhibit A-3**

**Real Property Interests**

**CERTAIN MATERIAL (INDICATED BY THREE ASTERISKS) HAS BEEN OMITTED FROM THIS DOCUMENT PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.**

[\*\*\*]

CERTAIN MATERIAL (INDICATED BY THREE ASTERISKS) HAS BEEN OMITTED FROM THIS DOCUMENT PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

[\*\*\*]

\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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**Exhibit A-5**

**Contracts**

1. Gas Gathering and Compression Agreement, dated April 16, 2012, between MarkWest Liberty Midstream & Resources, L.L.C. and Antero Resources Appalachian Corporation
  2. Master Joint Use and Maintenance Agreement, dated May 1, 2012, between MarkWest Liberty Midstream & Resources, L.L.C. and Antero Resources Appalachian Corporation
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**Exhibit B**

**FORM OF INTERCONNECTION AGREEMENT**

This Interconnection Agreement (“**Agreement**”) is made and entered into as of June 21, 2013 by and between **MarkWest Liberty Midstream & Resources, L.L.C.** (“**MarkWest**”), a Delaware limited liability company, and Summit Midstream Partners, LP (“**Gatherer**”), a Delaware limited partnership. MarkWest and Gatherer at times may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

- A. MarkWest and Gatherer are parties to that certain Purchase and Sale Agreement dated as of June 4, 2013 (as amended from time to time, the “**Purchase Agreement**”), pursuant to which Gatherer is purchasing from MarkWest certain Assets (as defined in the Purchase Agreement) consisting of natural gas gathering and compression facilities and associated property interests in and around Doddridge County, West Virginia (the “**Gathering System**”).
- B. MarkWest owns and operates a natural gas processing complex in Doddridge County, West Virginia referred to as the “**Sherwood Plant**”.
- C. The Sherwood Plant is connected to the Gathering System at the point described herein so as to permit the delivery of Gas from the Gathering System to the Sherwood Plant (such interconnection, an “**Interconnection**”).
- D. The Parties desire to enter into this Agreement to provide for the operation of the Interconnections.
- E. The execution and delivery of this Agreement is a condition to the closing of the transactions contemplated by the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

**ARTICLE I**  
**DESCRIPTION OF INTERCONNECTION**

- 1.1 **Location.** The Interconnection is located at the following points:

[to be inserted in final execution form]

- 1.2 **Description.** The Interconnection consists of Gatherer’s Connection Facilities and MarkWest’s Connection Facilities, as both are defined below (individually and collectively the “**Connection Facilities**”), that allow the receipt of Gas from Gatherer into the Sherwood Plant in accordance with this Agreement. As used herein, the “**Interconnection Points**” for the Interconnection means the locations as described in 1.1 and additional locations for future expansion of the Gathering System as mutually agreed by the Parties.

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- 1.3 **Definitions.** Capitalized terms used but not otherwise defined herein shall have the meaning set forth below:

- A. “**Btu.**” A British Thermal Unit, which is the quantity of heat required to raise the temperature of one (1) pound avoirdupois of pure water from fifty-eight and five tenths degrees Fahrenheit (58.5°F) to fifty-nine and five tenths degrees Fahrenheit (59.5°F) at a pressure of fourteen and six hundred ninety-six thousandths pounds per square inch absolute (14.696 psia).
- B. “**Business Day.**” Any day other than Saturday, Sunday or a legal holiday in the State of West Virginia.

- C. **“Connection Facilities.”** As defined in Section 1.2.
- D. **“Custody Transfer Facilities.”** For the Interconnection, the custody transfer measurement facilities described in Exhibit A attached hereto.
- E. **“Gas.”** All hydrocarbon and non-hydrocarbon substances produced from gas and/or oil wells in a gaseous state at the relevant receipt point.
- F. **“Government and Industry Standards.”** All applicable federal, state, and local laws, rules, regulations and ordinances, and sound and prudent natural gas industry standards and practices.
- G. **“GPM.”** The number of gallons of Plant Products per 1,000 Mcf of Gas.
- H. **“Gross Heating Value.”** The number of Btus produced by the combustion, on a dry basis and at a constant pressure, of the amount of Gas which would occupy a volume of 1 cubic foot at a temperature of 60°F and at a pressure of psia, with air of the same temperature and pressure as the Gas, when the products of combustion are cooled to the initial temperature of the Gas and air and when the water formed by combustion is condensed to the liquid state. Hydrogen sulfide shall be deemed to have no heating value.
- I. **“Interconnection.”** As defined in the recitals to this Agreement.
- J. **“Interconnection Points.”** As defined in Section 1.2.
- K. **“Mcf.”** 1,000 cubic feet of Gas, measured at Standard Base Conditions.
- L. **“MMBtu.”** 1,000,000 Btus.
- M. **“MMcf.”** 1,000,000 cubic feet of Gas, measured at Standard Base Conditions.
- N. **“Pike Fork Lateral.”** That certain high pressure natural gas gathering pipeline that is part of the Gathering System that is referred to as the “Pike Fork Pipeline” and that, as of the date of this Agreement, gathers Gas from northern and northeastern Doddridge County, West Virginia to the Sherwood Plant.

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- O. **“Plant Products.”** Propane, iso-butane, normal butane, iso-pentane, normal pentane, hexanes plus, any other liquid hydrocarbon product except for a liquefied methane product, or any mixtures thereof, and any incidental methane and incidental ethane included in any Plant Products, which are separated, extracted, recovered or condensed, and saved, from Gas processed in the Sherwood Plant. After the date on which MarkWest commences recovering ethane in the Sherwood Plant as a purity product, ethane will also be considered a Plant Product.
- P. **“Processing Customer.”** Any person or entity delivering Gas to the Sherwood Plant for processing through the Gathering System.
- Q. **“Purchase Agreement.”** As defined in the recitals to this Agreement.
- R. **“Sherwood Plant.”** As defined in the recitals to this Agreement.
- S. **“Standard Base Conditions.”** A pressure of fourteen and seventy three hundredths pounds per square inch absolute (14.73 psia) at a temperature of sixty degrees Fahrenheit (60°F).
- T. **“Thermal Content.”** For Gas, the product of the measured volume in Mcfs multiplied by the Gross Heating Value per Mcf, adjusted to the same pressure base and expressed in MMBtus; and for a liquid, the product of the measured volume in gallons multiplied by the gross heating value per gallon determined in accordance with the GPA 2145-09 Table of Physical Properties for Hydrocarbons and GPA 8173 Method for converting Mass of Natural Gas Liquids and Vapors to Equivalent Liquid Volumes, in each case as revised from time to time.
- U. **“Zinnia Compressor Station.”** That certain natural gas compressor station that is located along the Zinnia Lateral.
- V. **“Zinnia Lateral.”** That certain high pressure natural gas gathering pipeline that is part of the Gathering System that is referred to as the “Zinnia Pipeline” and that, as of the date of this Agreement, runs from the Zinnia Compressor Station to the Sherwood Plant.

## ARTICLE II DESIGN, CONSTRUCTION, INSPECTION AND OPERATION

2.1 **Gatherer’s Connection Facilities.** Gatherer shall, at Gatherer’s expense, operate, repair and maintain Gatherer’s Connection Facilities in accordance with this Agreement (including any specifications set forth in Exhibit A attached hereto) and Government and Industry Standards. As used herein, **“Gatherer’s Connection Facilities”** consist of the following items, as further described in Exhibit A (Exhibit A, and associated detail, and pictures one through nine [1-9], eleven [11] pages in all) attached hereto.

- A. All pipelines from any of the main segments of the Gathering System to the inlet of MarkWest’s Connection Facilities.

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- B. The flange on the upstream side of the control valves listed in Section 1.1 at the Interconnection Points.

C. The launcher and receiver facilities associated with the gathering system pipelines located upstream of the flange referenced in Section 2.1(B) above.

2.2 **MarkWest's Connection Facilities.** MarkWest shall, at MarkWest's expense, operate, repair and maintain MarkWest's Connection Facilities in accordance with this Agreement (including any specifications set forth in Exhibit A attached hereto) and Government and Industry Standards. As used herein, "**MarkWest's Connection Facilities**" consist of the following items, as further described in Exhibit A attached hereto.

A. Physical interconnection of the Gatherer's Connection Facilities and the Sherwood Plant in the form of the flange on the downstream side of the control valves listed in 1.1 at the Interconnection Points.

B. Custody Transfer Facilities.

2.3 **Disconnection.** MarkWest shall have the right, at Gatherer's expense, to immediately disconnect MarkWest's Connection Facilities from Gatherer's Connection Facilities if MarkWest determines, in good faith, that Gatherer has failed to operate or maintain Gatherer's Connection Facilities in accordance with this Agreement and such failure adversely affects (x) the safety, integrity or operation of MarkWest's Connection Facilities or the Sherwood Plant, (y) the delivery of Gas to the Sherwood Plant or to other redelivery points that may be applicable from time to time, or (z) the Gas of third parties.

2.5 **Ownership.** Gatherer shall own Gatherer's Connection Facilities and MarkWest shall own MarkWest's Connection Facilities.

### **ARTICLE III PERMITS, LAND RIGHTS, LICENSES, AND LIENS**

3.1 **Land Rights.** Except as expressly set forth in this Section 3.1., each Party shall be responsible for obtaining, as applicable, all surface leases, rights-of-way, and easements required for the construction, installation, ownership, use, operation, maintenance, repair, service, improvement, inspection, replacement and removal of each Party's Connection Facilities ("**Land Rights**").

A. MarkWest hereby grants to Gatherer, at no cost to Gatherer, joint and non-exclusive use of that certain area on the Sherwood Plant Site identified in Exhibit A attached hereto where a portion of Gatherer's Connection Facilities are located as of the date of this Agreement (the "**Applicable Gatherer's Connection Facilities**"), for the purpose of operating and maintaining the Applicable Gatherer's Connection Facilities and for no other purposes. The rights granted herein include the reasonable right to ingress and egress over existing roads for the sole purpose of operating and maintaining the Applicable Gatherer's Connection Facilities. Access to the site shall:

- Be coordinated with site security and/or on-shift operations personnel

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- Require personal protective equipment that, at a minimum, conforms to MarkWest's safety standards
- Require successful completion of any applicable site specific safety and emergency training
- May be limited or denied, temporarily, by MarkWest, acting in good faith.

MarkWest retains the right, acting in good faith and in its sole discretion, to bar or require the removal of any individual from the Sherwood Plant, including but not limited to employees of Gatherer or of a contractor or subcontractor for Gatherer.

B. The rights granted by MarkWest to Gatherer under this Section 3.1 to utilize a portion of the Sherwood Plant Site shall be subject to all easements, rights of way, liens, security interests and encumbrances, whether of record or visible on the premises. In the performance of Gatherer's obligations under this Agreement with respect to the Applicable Gatherer's Connection Facilities, Gatherer shall not materially conflict with or interfere with MarkWest's current or future operations or use of the Sherwood Plant site and, while on MarkWest's property, Gatherer shall comply with MarkWest's reasonable safety and security procedures.

3.2 **Permits.** Each Party shall be responsible for obtaining or maintaining, as applicable, all local, state, and federal permits required for the construction, installation and operation of its Connection Facilities, including, but not limited to, environmental permits and clearances.

3.3 **Contractor Licenses.** Each Party shall be responsible for ensuring that all contractors and/or subcontractors who perform work for such Party under this Agreement are in compliance with and have all applicable licenses required by local, state and federal authorities and perform such work in compliance with this Agreement.

3.4 **Liens.** Each Party (herein referred to as the "**First Party**") agrees to promptly notify the other Party of the filing of any claims or liens (including, without limitation, laborer's, materialman's and mechanic's liens upon the other Party's property upon which the work performed hereunder is located) arising out of the services, labor and material furnished by the First Party or its contractors or subcontractors under this Agreement. The other Party, upon receipt of notice of the filing of any such liens, may at its option require the First Party to furnish a bond in an amount and with such sureties as may be approved by the other Party, conditioned to indemnify and save harmless the other Party from all such liens. In the event the First Party fails or refuses to furnish such bond when so required, the other Party shall have the right to pay any such sums necessary to obtain the release of such liens and to bill the costs to the First Party, with interest at the lesser of the prime rate published in the *Wall Street Journal* "Money Rates" column or the maximum rate permitted by law.

A. Without limiting the generality of the foregoing, Gatherer shall not permit or grant any liens, claims, security interests or encumbrances of any kind or nature on MarkWest's property on which the Applicable Gatherer's Connection Facilities are located.

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**ARTICLE IV**  
**TERM AND ABANDONMENT**

4.1 **Term.** Unless earlier terminated pursuant to the terms hereof, this Agreement will be effective as of the date first written above and will continue in force and effect unless and until terminated by MarkWest upon (30) days prior written notice following (i) the termination or expiration of all processing agreements between MarkWest and one or more third parties for the processing of Gas that is gathered through the Interconnection Points or (ii) the disconnection of MarkWest's Connection Facilities from Gatherer's Connection Facilities pursuant to this Agreement. Notwithstanding the above, the indemnification provisions and payment obligations set forth in this Agreement will survive any termination of this Agreement.

4.2 **Abandonment.** Upon the termination of this Agreement, and subject to all regulatory requirements, each Party shall be responsible for the abandonment and removal of its own Connection Facilities at such Party's sole cost, risk, and expense. Each Party shall notify the other Party at least 90 days prior to the abandonment or removal of its Connection Facilities. Any removal of Connection Facilities by either Party must be undertaken in accordance with Government and Industry Standards and MarkWest's specifications, which shall be commercially reasonable in light of the facts and circumstances that exist at the time.

**ARTICLE V**  
**MEASUREMENT AND TESTING**

5.1 **Responsibility for Measurement and Custody Transfer.** MarkWest shall be responsible for the measurement and custody transfer of the Gas at the Interconnection.

5.2 **Measurement and Testing Standards.** Gas shall be measured by MarkWest at the Interconnection Points. All measurement procedures shall conform to applicable GPA standards for measurement. The measurement and the composition of the gas shall be made in accordance with the following:

A. MarkWest shall install, operate and maintain, or cause to be installed, operated and maintained, suitable meter or meters and/or other necessary equipment for the purpose of measuring, with such measurement to conform to the AGA-3 standard (or AGA Standard as applicable for the type of measurement utilized), as revised from time to time, the volume, heating value and composition of Gas at the Interconnection Points. Each measurement by MarkWest shall be made in accordance with the applicable American Gas Association Gas Measurement Committee standards or any revision thereof. The measured volume and Btu content, as measured by MarkWest, shall be calculated at Standard Base Conditions.

B. The accuracy of MarkWest's measuring equipment shall be verified by tests using means and methods generally acceptable in the gas industry, at least quarterly. Measuring equipment found to be registering inaccurately shall be adjusted to read as accurately as possible. MarkWest shall give Gatherer five (5) Business Days notice of upcoming tests. If Gatherer fails to have a representative present, the results of the test shall nevertheless be considered valid until the next test. MarkWest shall, upon written request of Gatherer, conduct a test of MarkWest's measuring equipment, provided that in no event shall MarkWest be required to test its equipment more frequently than once a month. All tests of such measuring equipment shall be made at MarkWest's expense, except that Gatherer

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shall bear the expense of tests made at its request if the inaccuracy is found to be less than two percent (2%).

C. If, for any reason, any measuring equipment is inoperative or inaccurate by more than one percent (1.0%) in the measurement of Gas, then the volume of Gas delivered during the period of such inaccuracy shall be determined on the basis of the best data available using the first of the following methods which is feasible:

1. By using the registration of any check measuring equipment installed and accurately registering; or
2. By using a percentage factor to correct the error if the percentage of error is ascertainable by calibration, test, or mathematical calculations; or
3. By comparing deliveries made during preceding periods under similar delivery conditions when the meter was registering accurately.

D. An adjustment based on such determination shall be made for such period of inaccuracy as may be definitely known, or if not known, then for one half the period since the date of the last meter test, but in no event shall any adjustment result in a reallocation of shrinkage or Plant Products to extend back beyond six (6) months from the date the error was first made known by one Party hereunder to the other.

E. Each Party shall have the right to inspect the other Party's equipment, charts, and other measurement or test data during business hours; but the reading, calibration, and adjustment of such equipment and changing of charts shall be done by the Party installing and furnishing same. Unless the Parties otherwise agree, each Party shall preserve all its original test data, charts, and other similar records for a period of at least two (2) years.

F. MarkWest shall use gas chromatographs of samples of the Gas at the Receipt Point, which samples shall be analyzed by MarkWest in accordance with applicable industry standards. All analyses shall determine the composition of the Gas by component in mole percent, Plant Product(s) content in GPM, Thermal Content, and specific gravity, all by means of chromatographic methods.

**ARTICLE VI**  
**QUALITY**

6.1 **Quality.** As measured at the Interconnection Points, Gas delivered by Gatherer shall be of a quality that, after processing in the Sherwood Plant as it then currently exists, meets the quality specifications of pipelines receiving Gas at the redelivery point(s) downstream of the Sherwood Plant, as in effect from time to time, and as such specifications may have been waived or grandfathered by such pipelines; provided that the water content of Gas delivered by Gatherer to the Interconnection Points shall not exceed \_\_\_\_\_ pounds per MMcf. Gas delivered by Gatherer to the Interconnection Points with a water content less than or equal to \_\_\_\_\_ pounds per MMcf shall be considered to be dry for purposes of measurement and the calculation of Gross Heating Value. Additionally, at each Interconnection Points, Gas delivered by Gatherer shall:

- A. be commercially free from dust, sand, gum, gum forming constituents, diluent, and other liquids and solids;
- B. have a Gross Heating Value of not less than      Btu per Cubic Foot, unless mutually agreed upon;
- C. not contain more than 1 grain of hydrogen sulfide per      Cubic Feet of Gas;
- D. not contain more than      % by volume carbon dioxide; and
- E. be commercially free of liquid hydrocarbons, free water, and condensed water and other liquids.

6.2 If Gas tendered by Gatherer should fail to meet any one or more of the above specifications from time to time, then:

- A. MarkWest may take receipt of the non-conforming Gas, and that receipt shall not be construed as a waiver or change of standards for future Gas volumes; or
- B. MarkWest may, at its sole discretion and without liability to Gatherer, cease receiving the non-conforming Gas from Gatherer, and shall notify Gatherer that it will cease receiving the non-conforming Gas.

If the Gas as delivered contains contaminants not in conformance with the specifications in Article 6, then as between the Parties, Gatherer shall be responsible for, and shall reimburse MarkWest for all direct damages and any reasonable incurred costs and expenses resulting therefrom.

6.3 Notwithstanding Section 6.2, if Gas from Gatherer conforms to all specifications required by this Article 6 other than hydrocarbon dew point and/or Gross Heating Value, MarkWest shall use commercially reasonable efforts to accept such Gas and to blend and commingle such Gas with other Gas in the Pipeline so that it meets the applicable specifications, provided that MarkWest shall not be required to accept and to blend or commingle such Gas to the extent that MarkWest determines, in good faith, that the acceptance, blending or commingling of such Gas is reasonably likely to (i) adversely affect (x) the safety, integrity or operation of MarkWest's Connection Facilities, the Sherwood Plant or facilities downstream therefrom, (y) the delivery of Gas to redelivery points downstream of the Sherwood Plant that may be applicable from time to time, or (z) the Gas of third parties, or (ii) otherwise result in economic harm to third parties using the Sherwood Plant or facilities downstream therefrom.

## **ARTICLE VII DELIVERIES, PRESSURE AND QUANTITY**

7.1 Delivery Pressure. Gatherer shall deliver Gas to MarkWest at the Interconnection at the prevailing pressures as they exist from time to time.

7.2 Quantity. The maximum daily deliveries of Gas by Gatherer to the Interconnection Points shall not exceed any contractual maximums applicable to Sherwood Plant deliveries related to shippers on the Gathering System, unless mutually agreed by the Parties.

A. During any period in which (i) all or any portion of the Sherwood Plant or any facilities downstream therefrom is shut down or has reduced capacity, whether due to mechanical failure, maintenance or repairs, operating conditions outside of the design parameters of the Sherwood Plant or such downstream facilities, Force Majeure, or any constraint or condition involving any facilities downstream of the Sherwood Plant; or (ii) the Gas available for receipt at all receipt points (including the Interconnection Points) at the Sherwood Plant exceeds the capacity thereof; or (iii) MarkWest determines reasonably and in good faith that the operation of all or any portion of the Sherwood Plant or any facilities downstream therefrom will cause injury or harm to persons or property or to the integrity of the Sherwood Plant or such downstream facilities, the receipt and delivery of Gas at the Interconnection Points may be curtailed.

B. Notwithstanding any provision in this Agreement to the contrary, MarkWest may, at any time and from time to time in its sole discretion, allocate available capacity in the Sherwood Plant and facilities downstream therefrom consistent with MarkWest's Gas processing agreements relating to the Sherwood Plant.

7.3 Uniform Deliveries. Gatherer shall deliver Gas to MarkWest at the Interconnection Points at a reasonably uniform rate of flow. Each Party will provide prompt notice to the other Party of any events that would cause deliveries to or receipts from an Interconnection Points to be curtailed or interrupted.

7.4 Processing Service. The execution of this Agreement does not authorize or set forth the terms and conditions of processing services by MarkWest at the Sherwood Plant. Processing services at the Sherwood Plant will only be rendered after the execution of appropriate agreements with MarkWest for the processing of Gas, the exchange of Plant Products for fractionated products and the marketing thereof. Gatherer will not deliver any Gas to the Interconnection that is not subject to such agreements with MarkWest for the Sherwood Plant.

## **ARTICLE VIII ALLOCATION TO GATHERER'S RECEIPT POINTS; IMBALANCES**

8.1 Information Required for Allocations. At any time and from time to time during which MarkWest is requested or required, by one or more Processing Customers, to allocate condensate, Plant Products, bypass Gas, fuel, residue Gas or other items to one or more receipt points on the Gathering System (such points, the "**Gathering Receipt Points**"), Gatherer shall provide such measurement and allocation information to MarkWest as MarkWest may request to permit MarkWest to make such allocations (such information collectively, the "**Information**"). The Parties acknowledge that, as of the date of this Agreement, at least one Processing Customer has requested MarkWest to make such allocations.

A. For each calendar month to which this Section 8.1 applies, Gatherer shall provide the Information to MarkWest for each Processing Customer by the fifth business day of the following calendar month.

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B. Without limiting the generality of the foregoing, Gatherer shall measure, and the Information shall include, the volume (MCF and MMBtu, heating content and composition (including the GPM of each Plant Product) of the Gas using meters and other measurement equipment that Gatherer has installed or caused to be installed at each Gathering Receipt Point (each, a “**Gathering Measurement Point**”).

C. Gatherer’s measurement equipment at each Gathering Measurement Point shall include a reasonably sufficient number of data ports, and Gatherer shall permit MarkWest to connect to such data ports, as shall be required to provide to MarkWest on a real-time basis all measurement data generated by such measurement equipment. MarkWest shall be responsible at its own cost for obtaining equipment and/or services to connect to such data ports and receive and process such data.

D. **MarkWest shall have no responsibility or liability for, and Gatherer hereby covenants and agrees to indemnify and defend MarkWest and its Affiliates and each of their directors, members, managers, partners, officers and employees from and against all damages, claims, losses or the like arising from or relating to, (i) the timeliness, accuracy or completeness of the Information, (ii) any failure or delay by MarkWest in preparing the statements and making the payments required pursuant to any agreement with any third party (including, without limitation, any Processing Customer) to the extent the same results from any failure or delay by Gatherer to provide the Information, (iii) any errors or inaccuracies in payments made under any agreement with any third party (including, without limitation, any Processing Customer) resulting from errors in the Information.**

8.2 Gathering System Allocations. Gatherer shall remain responsible for making all allocations and measurements relating to the Gathering System or specified herein, and MarkWest has no responsibility therefor.

8.3 Point Operator. The Parties recognize that MarkWest shall be designated by the downstream pipeline carriers at the Sherwood Plant redelivery point(s) (the “**Redelivery Point(s)**”) as the point operator and shall be considered by such pipeline carriers to be responsible for the operation of MarkWest’s pipeline interconnections to the pipeline carriers at the Redelivery Point(s). Upon MarkWest entering into any operational balancing agreements (“**OBA**s”) with such pipeline carriers, MarkWest shall be responsible for the administration of all such OBAs and, subject to Section 8.4, for all terms and conditions of any such OBA.

8.4 Imbalances. The Parties recognize that certain residue Gas imbalances may occur, and each calendar month, the Parties agree to actively communicate and cooperate with each other, and with any interconnecting pipeline at the Redelivery Point(s), to review appropriate data to identify any imbalance, and to eliminate or remedy any imbalance as soon as either Party becomes aware of an imbalance. The Parties further agree to manage daily receipts and deliveries so that the imbalances shall be kept as near to zero as practicable. MarkWest will use commercially reasonable efforts to manage any imbalances with interconnecting pipeline(s) at the Redelivery Point(s) physically. To the extent that any such imbalances are balanced by payments between MarkWest and any such interconnecting pipeline(s) at the Redelivery Point(s), and to the extent such imbalances are attributable or related to Gatherer or to Gas delivered by Gatherer to the Sherwood Plant, the Parties shall work in good faith to settle such

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payments between the Parties and shippers on Gatherer’s system. MarkWest shall not be required to deviate from MarkWest’s standard operating and accounting procedures to reduce or eliminate any such imbalances.

## **ARTICLE IX INDEMNIFICATION**

9.1 Custody, Control and Possession. As between the Parties:

- A. Gatherer shall be deemed to be in custody, control and possession of Gas hereunder prior to delivery thereof to the Interconnection Points; and
- B. MarkWest shall be deemed to be in custody, control and possession of Gas hereunder after delivery thereof to the Interconnection Points.

9.2 Indemnification. Subject to Section 10.2 of this Agreement, each Party agrees, except to the extent caused by the Indemnitees’ (as defined below) gross negligence or willful misconduct, to protect, defend, indemnify, and hold the Indemnitees harmless from and against any and all suits, demands, causes of action, liabilities, expenses, losses, claims, costs (including, but not limited to contingent costs and reasonable attorneys’ fees) and damages of any kind or character (including, without limitation, fines and penalties imposed by any governmental agency, but excluding any damages or liabilities excluded pursuant to Section 10.2) (the foregoing collectively, “**Losses**”) to the extent (a) such Losses arise from claims brought by any of the indemnifying Party’s employees, contractors or subcontractors, or their employees, for Losses due to bodily injury, death, or damage to property, or (b) such Losses are not covered by clause (a) and arise out of or are caused by (i) the indemnifying Party’s facilities, (ii) the indemnifying Party’s custody, control or possession of the Gas, or (iii) the indemnifying Party’s negligence, gross negligence, strict liability, fault, or breach of any obligation under this Agreement. “**Indemnitees**” is defined as the other Party and its affiliates and such other Party’s and its affiliates’ directors, officers, employees, members, agents and representatives.

## **ARTICLE X LIMITATION OF LIABILITY AND CHOICE OF LAW**

10.1 Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without reference to the conflicts of law provisions thereof.

10.2 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY PROVISION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, FOR BREACH OF THIS AGREEMENT OR UNDER ANY INDEMNIFICATION OBLIGATION

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**ARTICLE XI**  
**NOTICES**

11.1 **Notices.** Unless otherwise provided herein, any notice, request or demand which either Party desires to serve upon the other regarding this Agreement shall be made in writing and shall be considered as delivered when hand delivered, or when delivery is confirmed by pre-paid delivery service (such as FedEx, UPS, DHL or a similar delivery service), or when sent via email, or, if mailed by United States certified mail, postage prepaid, three (3) Days after mailing, or, if sent by facsimile transmission, when receipt is confirmed by the equipment of the transmitting Party; provided, if sent by email after normal business hours or if receipt of a facsimile transmission is confirmed after normal business hours, receipt shall be deemed to be the next Business Day. Such notice shall be given to the other Party at the following address, or to such other address as either Party shall designate by written notice to the other:

If to MarkWest:

With a copy to:

If to Gatherer:

**ARTICLE XII**  
**FORCE MAJEURE**

12.1 **Suspension of Obligations.** In the event a Party is rendered unable, wholly or in part, by Force Majeure, to carry out its obligations under this Agreement, other than the obligation to make any payments due hereunder, the obligations of that Party, so far as they are affected by Force Majeure, shall be suspended from the inception and during the continuance of the inability, and the cause of the Force Majeure, as far as possible, shall be remedied with reasonable diligence. The Party affected by Force Majeure shall provide the other Party with written notice of the Force Majeure event, with reasonably full detail of the Force Majeure within a reasonable time after the affected Party learns of the occurrence of the Force Majeure event. The settlement of strikes, lockouts, and other labor difficulty shall be entirely within the discretion of the Party having the difficulty and nothing herein shall require the settlement of strikes, lockouts, or other labor difficulty.

12.2 **Definition.** As used herein, “**Force Majeure**” shall mean any cause or condition not within the commercially reasonable control of the Party claiming suspension and which, by the exercise of commercially reasonable diligence, such Party is unable to prevent or overcome, and, without limiting the generality of the foregoing, specifically includes acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism; acts of the public enemy, wars, blockades, or military action; earthquakes, fires, storms or storm warnings, crevasses, floods, or washouts; arrests and restraints of governments and people; civil disturbances; explosions, breakage or accident to machinery or lines of pipe (including any compression or processing facilities); the necessity for testing or making repairs or alterations to machinery or lines of pipe; freezing of wells or lines of pipe; inability or delays in obtaining easements and/or rights-of-way; inability or delays in obtaining necessary materials or supplies due to existing or future rules,

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regulations, orders, laws, actions or proclamations of governmental authorities (both Federal and State) including both civil and military; inability or delays in obtaining requisite permits, authorizations and consents; and delays occasioned by governmental actions.

**ARTICLE XIII**  
**MISCELLANEOUS**

13.1 **Assignment.** All covenants, stipulations, terms, conditions, obligations, and provisions of this Agreement shall extend to, be binding upon, and inure to the benefit of the respective successors, assigns and legal representatives of the Parties hereto.

13.2 **Waiver.** No waiver by either Party, whether express or implied, of any one or more defaults by the other Party in the performance of this Agreement will operate, or be construed as, a waiver of any future default or defaults, whether of a like or different character.

13.3 **Captions.** The titles to each of the various Articles and Sections in this Agreement are included for convenience of reference only and shall have no effect on, or be deemed as part of the text of, this Agreement.

13.4 **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof. Any prior representations, understandings, or commitments, either written or oral, shall have no force or effect.

13.5 **Third-Party Beneficiaries.** This Agreement is for the benefit of the Parties hereto. Unless expressly provided to the contrary, nothing in this Agreement is intended to benefit any other person not a Party and no such person shall have any rights, remedies, or claims hereunder.

13.6 **Amendment.** No amendment to this Agreement shall be effective unless it is in writing and signed by both Parties.

13.7 **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together shall be construed as the same document, and may be delivered by facsimile or PDF.

[signature page follows]

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

**Summit Midstream Partners, LP**

**MarkWest Liberty Midstream & Resources, L.L.C.**

By: **Summit Midstream GP, LLC,  
its general partner**

By: \_\_\_\_\_

By: \_\_\_\_\_

**Exhibit A**

(attached)

**Exhibit C**

**FORM OF TRANSITION SERVICES AGREEMENT**

This TRANSITION SERVICES AGREEMENT (this "Agreement") is entered into on June 21, 2013 (the "Commencement Date") between MarkWest Liberty Midstream & Resources, L.L.C., a Delaware limited liability company ("Seller"), and Summit Midstream Partners, LP, a Delaware limited partnership ("Buyer"). Seller and Buyer are sometimes individually referred to herein as "Party" and collectively referred to herein as the "Parties."

WHEREAS, on June 4, 2013, Seller and Buyer entered into a Purchase and Sale Agreement (the "Purchase and Sale Agreement") under which Seller agreed to sell and Buyer agreed to purchase Seller's interest in the Sherwood Gas Gathering and Compression System and other assets as further described in the Purchase and Sale Agreement (the "Assets"); and

WHEREAS, to effect the orderly transfer of the Assets from Seller to Buyer, Buyer desires that Seller provide to Buyer certain Services (as hereinafter defined) in connection with the Assets for a limited period of time in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Unless otherwise defined in this Agreement, capitalized terms in this Agreement have the meanings given to them in the Purchase and Sale Agreement.
2. Scope of Services. Effective as of Closing, and as requested by Buyer, Seller shall provide or cause to be provided to Buyer during the Transition Period the Services, in substantially the same manner and form that Seller provided for its own behalf for the management of the Assets prior to the Commencement Date as more fully described in this Section 2.

Buyer shall provide and pay for all materials and supplies required to perform the Services, other than those materials and supplies required by Seller to satisfy its obligation set forth in Section 7.13 of the Purchase and Sale Agreement to complete certain construction projects. Seller shall continue to provide Seller's existing equipment and facilities to perform the Services. Except with respect to Seller's obligations under this Section 2 and Section 9, nothing herein shall require Seller to provide records, financial information, or other information that is not kept or reported by Seller in the ordinary course of business. Except with respect to Seller's obligation set forth in Section 7.13 of the Purchase and Sale Agreement to complete certain construction projects, nothing herein shall require Seller to install equipment or facilities, or to expand the Sherwood Processing Facility or any services at the Sherwood Processing Facility or at any other location, beyond the level provided by Seller as of the date hereof with respect to the Assets.

The Services to be provided by Seller (or, at the election of Seller, any of its Affiliates) to Buyer during the applicable Transition Period are as follows (such services collectively, the "Services"):

- (a) Operations and Support Services. Operations and support services include the following:
  - (i) Seller shall operate the Assets to the same extent that it did during the twelve (12) months preceding the Closing Date. Seller shall maintain its current staff to provide these services. During the Transition Period, Buyer may need to hire additional personnel in order to transition these services, and Seller shall provide training to such new personnel and allow such personnel to accompany Seller's contractors and staff during their work shifts.
  - (ii) Seller shall provide engineering and construction support as needed to complete ongoing construction projects and secure job completion records.
  - (iii) Seller shall comply with its obligations set forth in Section 7.13 of the Purchase and Sale Agreement.

(iv) Seller shall continue to provide gas control monitoring services in a similar manner as such duties are performed for Seller's other assets that are not being sold to Buyer. Seller's office personnel will perform scheduling and nomination duties including the allocation and balancing of Seller's volume as well as confirmation of third party volumes.

(b) Accounting Services and Contract Administration Services. Seller shall provide Accounting Support Services (as defined below) with respect to the Assets. Buyer shall direct Seller to make disbursements and collect payments on behalf of Buyer, and manage all matters reasonably related to such disbursements and payments. On or before the fifteenth (15<sup>th</sup>) Business Day of each calendar month, Seller shall submit an invoice to Buyer detailing the monthly expenditures for the immediately preceding calendar month, including but not limited to operating expenses, capital expenses, as well as the cost of gas and products. On or before the last Business Day of each month in which it receives an invoice, Buyer shall remit to Seller by wire transfer the invoiced amounts ("Expenditures Transfer") to an account designated in writing by Seller and provide Seller with detailed supporting information for each such transfer. No later than three (3) Business Days following Seller's receipt of such Expenditures Transfer, Seller shall remit to Buyer by wire transfer the monthly cash receipts ("Cash Receipts Transfer") for the calendar month immediately preceding the calendar month that the last Expenditures Transfer covered to an account designated in writing by Buyer and provide Buyer with detailed supporting information for each such Cash Receipts Transfer.

The general accounting and contract administration support services to be provided by Seller (the "Accounting Support Services") shall include:

- (i) Maintain accounts receivable and accounts payable information.
- (ii) Provide a basic list of revenues and operating and capital expenditures, which shall identify expenditures that shall be expenses or capitalized in accordance with Seller's policies and procedures.

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(iii) Cooperate with Buyer to facilitate the transfer of data relevant to the Assets from Seller's accounting system(s) to Buyer's accounting system.

(iv) Complete the allocation/settlement process each period including the distribution of gas statements to producers, completion of revenue distribution, and the preparation of monthly and quarterly statements and billing and collecting accounts receivable from all third parties, together with the calculation, collection and disbursement of state taxes, if any.

(v) Account for all prior period adjustments, as necessary and/or to the extent reasonably practicable in the judgment and opinion of Seller, in the accounting settlement process, but not beyond the Transition Period.

(vi) Perform contract maintenance and administration for new and existing third party agreements.

(vii) Buyer shall be solely responsible for arranging for new gas to be connected to the Assets and for the negotiation of any related new agreement. Buyer shall also be solely responsible for all amendments to new and existing agreements and shall have the ongoing right to connect such new gas, reconnect existing wells and make such other changes as it may deem necessary to the Assets. Buyer will furnish on a timely basis all information related to any such new or amended agreement to Seller. Likewise, Seller shall timely forward to Buyer all notices and other correspondence it may receive pertaining to the Assets and the gas gathering agreements associated therewith (the "Gas Gathering Agreements").

(c) Information Technology (IT) Services. Seller shall provide the IT support services, communications and network services set forth below with respect to the Assets to the same, but no greater extent, than Seller has rendered such services during the twelve (12) months preceding the Closing Date.

(i) Maintain and support relevant existing computer and IT services necessary to continue the business operations of the Assets, including the following services:

- (A) Computer desktop support for all Seller's computers including both desktop and laptop units.
- (B) Maintenance and support of cellular phone hardware and contracts and invoices.
- (C) Maintenance and support of office telephones as well as local and long-distance telephone equipment and service invoices.
- (D) Maintenance of satellite communications and related invoices for such services.

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(E) Maintenance of Wide Area Network leased lines and related invoices and fees.

(F) Maintenance of hardware and software for support of SCADA and measurement systems.

(G) Field communications maintenance and support and related invoices and fees including any tower, radio, cellular or other network/communications related items.

(H) Other miscellaneous business system and software support, including application and software support and email service support.

- (ii) Software As A Service Providers
  - (A) Seller is responsible for identifying to Buyer any outsourced or Software As A Service (SAAS) providers Seller utilizes for maintaining the assets.
  - (B) Seller is responsible for informing the software provider that there is a pending transition of Seller's assets and ensuring there will not be a licensing violation associated with the transfer.
  - (C) Seller shall maintain the agreements and fees associated with the use of the software during the Transition Period.
- (iii) Seller shall not be responsible for designing, selecting, ordering, installing, implementing, maintaining, troubleshooting, repairing, servicing, supporting or bearing any cost burden for and with respect to any Buyer supplied computers, software or services.
- (iv) Buyer assumes the responsibility and costs for non-routine information technology services, data transfers and applications associated with transitioning these capabilities from Seller to Buyer.
- (v) Buyer shall not install any new software or modify the setup of any existing computer, automation, network or communications equipment without the express written consent of Seller. To the extent Buyer personnel are connected, or otherwise have access, to any server owned by Seller, or the information contained therein, Buyer agrees that it will not utilize, convert, copy, reverse engineer, damage or otherwise take advantage of such access for any purpose other than as necessary to allow the Parties to perform their obligations under this Agreement during the Transition Period.
- (vi) Seller shall not be responsible for designing, selecting, ordering, installing, implementing, maintaining, troubleshooting, repairing, servicing,

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supporting or bearing any cost burden for and with respect to any new communications equipment or services. Seller shall work with Buyer on any previously planned items that will be put into place during the Transition Period to ensure this is still the desired direction of Buyer.

(vii) Seller and Buyer agree that to ensure safe transition of the Assets, it may be necessary to connect the respective networks at key locations. Adequate planning and documentation of properly implemented firewalls to ensure each Party's data security must be agreed on in writing by the Parties before respective networks are connected.

(viii) Transition of Software Licenses

- (A) Seller shall work with Buyer to successfully transition all HMI software licenses associated with the facilities being transitioned. Examples of such software licenses include, but are not limited to, Wonderware, DeltaV, and iFix.
- (B) Seller shall work with Buyer to successfully transition all other software licenses that are exclusively related to the assets and personnel being transitioned for the licenses that can be transferred. This will include all initially identified software, and any that is identified during the transition period.

(d) Environmental, Health and Safety Services. Seller shall provide certain "Environmental Health and Safety" services as set forth below. Seller shall manage and maintain an environmental permitting system during the Transition Period; provided, however, that Seller shall not be deemed a representative of Buyer authorized to serve as a responsible official, or designated representative accountable for signing and submitting any official reports, permit submissions or responses to governmental authorities on behalf of Buyer. Seller shall provide the following services with respect to the Assets:

- (i) Maintain computer and other records regarding air permits, storm water permits, spill prevention control and countermeasure plans, and greenhouse gas reporting. All such records shall be made available to Buyer during the Transition Period, and provided to Buyer at the end of the Transition Period.
- (ii) Provide advisory services relating to permitting and compliance strategies (including with respect to the requirements of emergency response plans), as well as provide, and/or participate in creation of, site-specific procedures.
- (iii) Use commercially reasonable efforts to provide to Buyer copies of all Permits and Environmental Permits necessary for the operation of the Assets by Buyer after the Closing.

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(iv) Manage air permitting activities for all required equipment including but not limited to completing and signing Air Pollution Emission Notices, self-certification forms, annual and semi-annual compliance certifications, semi-annual deviation reports and NESHAP notifications.

(v) Maintain existing and assist Buyer in securing new Environmental Permits required for all facilities and any other pertinent documentation, as necessary for operation of the Assets by Buyer after the Closing, and recommend to Buyer necessary action items to comply with applicable environmental permits and regulations.

(vi) Comply with all applicable drug and alcohol testing policies, as required by the United States Department of Transportation or other entity with jurisdiction.

(vii) Comply with all applicable training and operator qualification requirements as required by the United States Department of Transportation or other entity with jurisdiction.

(viii) Seller shall maintain erosion and sediment control structures where needed until achievement of 70% revegetation on all sites that require such structures. Seller shall remove all such structures, as appropriate, upon achievement of 70% revegetation.

Seller shall work together in good faith with Buyer to assist Buyer in the transition of the performance of the Services to Buyer, including using good faith commercially reasonable efforts to make reasonably available to Buyer such personnel of Seller as may be reasonably requested by Buyer to facilitate such transfer; provided, that Seller has available personnel with the expertise necessary to provide such assistance.

The "Transition Period" shall mean, with respect to each Service, the period beginning on the Commencement Date and ending on the ninety (90) day anniversary of the Commencement Date unless the Parties mutually agree otherwise (the "Initial Period"); provided, however, that, with respect to each Service described in Sections 2(b), 2(c) or 2(d), Buyer shall have the option to extend each Initial Period for two successive thirty (30) day periods upon fifteen (15) days' written notice prior to the expiration of the then current term.

3. Key Personnel. Annex 1 attached to this Agreement identifies the key personnel of Buyer and Seller with respect to the Services and the contact information for such personnel. Buyer may also designate certain employees (each a "Transition Relationship Manager") for Seller's personnel to contact for the approval of contracts, the execution of documents and the making of elections as set forth in Section 2, and for all other matters concerning the Services.

4. Bills and Information. Buyer and Seller shall cooperate to send such notices to operators, vendors and other payees as are reasonably necessary to cause such payees to continue to send bills and statements during the term of this Agreement to Seller or its applicable Affiliate. Should any of these bills or statements nevertheless be sent to Buyer, Buyer shall promptly

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forward such bills and statements to Seller in sufficient time to allow Seller to make timely payment.

5. Limitation on Services. Seller shall not be obligated to provide any Services that Seller did not perform with respect to the Assets for its own account immediately prior to the Closing Date or perform any such Services in a manner different from the manner in which Seller performed such Services for its own account immediately prior to the Closing Date and, furthermore, Seller shall not be required to retain or provide any records, information and data in any form or format except that in which Seller currently maintains such records, information and data nor to provide any records, information and data that are Excluded Assets.

6. Term and Termination.

The term of this Agreement shall commence upon the Closing and, unless extended by mutual agreement of Buyer and Seller, shall terminate upon the expiration of the longest Transition Period (such date, the "Termination Date"). No Service shall be performed after the expiration of the applicable Transition Period related to such Service.

After the date hereof, Buyer may, without cause and in accordance with the terms and conditions hereunder, request the discontinuation of a Service (whether in full or in relation to one or a series but less than all of the Assets) or all of the Services by giving Seller at least fifteen (15) days prior written notice (or such shorter period as Seller, in its sole discretion, may agree). In addition, as soon as reasonably practicable following receipt of such written notice, but in any event, within fifteen (15) days, Seller will notify Buyer as to whether termination of such Service will: (i) require the termination or partial termination of, or otherwise affect the provision of, any other Services, or (ii) result in any early termination costs payable to third party providers. If Buyer does not withdraw its termination notice within three (3) days after receipt of such notice from Seller, Buyer will reimburse Seller for the reasonable costs resulting from Buyer's early termination of such Service.

7. Reimbursement. Buyer shall reimburse Seller for all costs and expenses (including operating costs, capital expenditures, and Taxes) associated with the Assets during the term of this Agreement; provided that Seller shall not be entitled to any reimbursement for any costs and expenses associated with its obligation set forth in Section 7.13 of the Purchase and Sale Agreement to complete certain construction projects.

8. Fees. Buyer shall, in addition to other amounts owed under this Agreement, pay Seller the amount set forth below per month for each month (prorated on a daily basis with respect to each partial month during the applicable Transition Period) for which any particular Service is performed by Seller pursuant to the terms of this Agreement:

Operations and Support Services

All other Services, in the aggregate

9. Payment Procedures. Seller shall submit an invoice (the "Invoice") to Buyer on or before the fifteenth (15<sup>th</sup>) Business Day of each calendar month setting forth the charges for each Service, if applicable, for the preceding month pursuant to Section 8, including any costs and

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expenses permitted pursuant to this Agreement. Absent manifest error in calculations contained in an Invoice (if there is a manifest error, Buyer will correct such error and show such recalculation), Buyer shall pay on or before the last Business Day of each month in which it receives an Invoice the amounts invoiced to Buyer by wire transfer of immediately available funds in U.S. dollars to the bank account designated on the Invoice by Seller. Adjustment credits or debits shall be shown on the Invoice next succeeding the Invoice in which the adjustment is made. Buyer may object to any invoiced amounts for any Service at any time before, at the time of, or after payment is made, provided such objection is made in good faith and in writing to Seller no later than fifteen

(15) days after receipt of such Invoice. Payment of any amount set forth in an Invoice shall not constitute approval thereof. Seller and Buyer shall meet as expeditiously as possible to resolve any dispute.

10. **Late Payments.** Any amount not paid by either Party under this Agreement on or before the due date shall bear interest, compounded monthly, at an annual rate equal to ten percent (10%).

11. **Default.** It shall constitute a default on behalf of Buyer (a "**Default**") if Buyer fails to timely pay any invoiced amount for Services provided pursuant to this Agreement in accordance with the provisions of Section 9, which failure continues for at least thirty (30) days following receipt of written notice to Buyer that such invoiced amount is past due. Upon the occurrence of a Default, at Seller's option, (a) Seller may suspend all or any portion of the provision of Services hereunder, including Services for which payment is outstanding, until such time as the Default is cured and all amounts owing to Seller under this Agreement for such suspended Services are paid in full or (b) Seller may elect to terminate this Agreement. If Seller elects to suspend Services, Seller shall continue to have the right at any time thereafter to terminate this Agreement. Notwithstanding any suspension or termination by Seller, Seller shall remain entitled to receive payment in full for all amounts due, together with interest pursuant to Section 10.

12. **Disclaimer of Warranties/Indemnification.** Notwithstanding anything in this Agreement to the contrary, neither Seller nor its Affiliates (collectively, "**Seller Group**") makes any, and disclaims any, representations and warranties, express or implied, with respect to the performance of the Services, and Seller Group shall have no liability for or in connection with any and all claims arising out of or resulting directly or indirectly from the Services performed by Seller Group or Seller Group's contractors, other than (a) matters caused by or resulting from the gross negligence or willful misconduct of Seller, (b) claims brought against Buyer by employees and contractors of Seller or (c) damages to any equipment of Seller or its contractors; provided, however, that Seller shall not indemnify Buyer in the case of clause (a) or (b) to the extent that such claims are caused by Buyer or arise from or are related to Buyer's negligence or willful misconduct. **Notwithstanding any other terms in this Agreement, subject to this Section 12(a), (b) and (c), Buyer (on behalf of itself and its Affiliates (collectively, "Buyer Group") and their successors and assigns) hereby releases Seller Group from and shall fully protect, defend, indemnify and hold harmless Seller Group and Seller Group's contractors from and against any and all claims arising out of or resulting from the Services or the performance thereof, including any and all claims relating to (v) injury, illness or death of any Person including Buyer Group, Seller Group or their respective representatives, (w) damages to or loss of any property or resources (including damage to**

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**property or resources of third parties, Seller Group, Buyer Group or their respective and/or of Buyer's representatives), (x) breach of contract, (y) common law causes of action such as active or passive, sole, concurrent or comparative negligence, strict liability, nuisance or trespass, or (z) violation of Law or otherwise. Subject to this Section 12(a), (b) and (c), these indemnity and defense obligations apply regardless of cause or of any negligent acts or omissions (including active or passive, sole, concurrent or comparative negligence), strict liability, breach of duty (statutory or otherwise), violation of Law, or other fault of Seller Group or Seller Group's contractors, or any pre-existing defect. In each case, the indemnification procedures applicable to this Agreement shall be the same indemnification procedures set forth in Article X of the Purchase and Sale Agreement.**

13. **Force Majeure.**

(a) If a Party to this Agreement is rendered unable, wholly or in part, by force majeure (as hereafter defined in (c) below) to carry out its obligations under this Agreement, other than obligations to make money payments, that Party shall give the other Party prompt written notice of the force majeure with reasonably full particulars and the obligations of the Party giving notice, so far as they are affected by force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected Party shall use all reasonable diligence to remove the effects of the force majeure.

(b) The requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the Party involved, contrary to its wishes; the handling of such difficulties shall be entirely within the discretion of the Party concerned.

(c) The term "**force majeure**" for purposes of this Agreement means an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, terrorism, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the Party claiming the right to suspend its obligations under this Section 13.

14. **Assignability.** Neither Buyer nor Seller shall assign or sublease any rights or obligations under this Agreement without the prior written consent of the non-assigning Party, except to an Affiliate of the assigning Party. This restriction shall not affect Seller's right to engage its Affiliates and contractors and their respective employees to perform the Services.

15. **Purchase and Sale Agreement.** This Agreement is made in accordance with and is subject to the terms and conditions of the Purchase and Sale Agreement, and the terms, covenants and conditions of the Purchase and Sale Agreement are incorporated herein by reference, provided that in the event of any conflict between the provisions of the Purchase and Sale Agreement and this Agreement, the provisions of this Agreement shall control.

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16. **Governing Law; Exclusive Jurisdiction and Waiver of Jury Trial.** **THIS AGREEMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO, USA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS EXCEPT THAT, WITH RESPECT TO ALL MATTERS RELATING TO TITLE TO OR THE CONVEYANCE OF THE ASSETS LOCATED IN WEST VIRGINIA, THE LAWS OF THE STATE OF WEST VIRGINIA SHALL GOVERN. THE PARTIES HERETO HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS OF COLORADO LOCATED IN DENVER COUNTY, COLORADO OR THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN DENVER COUNTY, COLORADO AND APPROPRIATE APPELLATE COURTS THEREFROM, AND EACH PARTY HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH DISPUTE, CONTROVERSY OR CLAIM MAY BE HEARD AND DETERMINED IN SUCH COURTS. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE**

**OF ANY SUCH DISPUTE, CONTROVERSY OR CLAIM BROUGHT IN ANY SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE, CONTROVERSY OR CLAIM. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

17. Waivers. Any failure by any Party to comply with any of its obligations, agreements or conditions herein contained may be waived by the Party to whom such compliance is owed by an instrument signed by the Party to whom compliance is owed and expressly identified as a waiver, but not in any other manner. No waiver of, or consent to a change in, any of the provisions of this Agreement shall be deemed or shall constitute a waiver of, or consent to a change in, other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
18. Amendment. This Agreement may be amended or modified only by an agreement in writing executed by Buyer and Seller.
19. No Third Party Beneficiaries. Nothing contained in this Agreement entitles anyone other than Seller or Buyer or their authorized successors and assigns to any claim, cause of action, remedy or right of any kind whatsoever, except with respect to waivers and indemnities that expressly provide for indemnification of Buyer Group or Seller Group, in which case members of such groups are considered third party beneficiaries for the sole purposes of those indemnity provisions.
20. Independent Contractor. In its performance of Services, Seller shall be considered an independent contractor, and it is not the purpose or intention of this Agreement to create (and it shall not be construed as creating) a joint venture, partnership or any type of association, and neither Party is authorized to act as an agent or principal for the other Party with respect to any matter related hereto. It is expressly understood and agreed that this Agreement is a purely

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commercial transaction between the Parties and that nothing stated herein shall operate to create any fiduciary duty which a Party shall owe to another Party, except with respect to the handling of cash by either Party on behalf of the other Party.

21. Construction. Each of Buyer and Seller has had an adequate opportunity to review each and every provision of this Agreement and to submit the same to legal counsel for review and advice. Based on the foregoing, the rule of construction, if any, that a contract be construed against the drafter shall not apply to interpretation or construction of this Agreement.
22. No Restrictions. Nothing contained in this Agreement shall prevent either Buyer or Seller from engaging in any business or purchasing any property, whether or not in the vicinity of the Assets or in competition with the business of the other.
23. Survival. Notwithstanding anything to the contrary in this Agreement, the terms of Sections 1, 4, 6, 7, 8, 9, 10, 12 and 15 through 23 shall survive termination of this Agreement indefinitely.
24. Execution in Counterparts. This Agreement may be executed simultaneously in two or more counterparts (including by means of facsimile or email of a portable document format (pdf) of the signature pages), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

[Signature Page to Follow]

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The Parties have caused their duly authorized representatives to execute this Agreement as of the day and year first set forth above.

MARKWEST LIBERTY MIDSTREAM & RESOURCES, L.L.C.

By: \_\_\_\_\_

SUMMIT MIDSTREAM PARTNERS, LP

By: Summit Midstream GP, LLC,  
its general partner

By: \_\_\_\_\_

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**Annex 1**

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**Exhibit D**

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**CERTAIN MATERIAL (INDICATED BY THREE ASTERISKS) HAS BEEN OMITTED FROM THIS DOCUMENT PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.**

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\*\*\*Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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**CERTIFICATIONS**

I, Steven J. Newby, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Summit Midstream Partners, LP;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Paragraph omitted pursuant to Rule 13a-14(a) of the General Rules and Regulations promulgated under the Securities Exchange Act of 1934;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 12, 2013

*/s/ Steven J. Newby*

Steven J. Newby

President, Chief Executive Officer and Director of Summit Midstream GP, LLC (the general partner of Summit Midstream Partners, LP)

**CERTIFICATIONS**

I, Matthew S. Harrison, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Summit Midstream Partners, LP;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Paragraph omitted pursuant to Rule 13a-14(a) of the General Rules and Regulations promulgated under the Securities Exchange Act of 1934;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 12, 2013

*/s/ Matthew S. Harrison*

Matthew S. Harrison

Senior Vice President and Chief Financial Officer of  
Summit Midstream GP, LLC (the general partner of  
Summit Midstream Partners, LP)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report on Form 10-Q of Summit Midstream Partners, LP (the "Registrant") for the quarterly period ended June 30, 2013, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Steven J. Newby, as President, Chief Executive Officer and Director of Summit Midstream GP, LLC, the general partner of the Registrant, and Matthew S. Harrison, as Senior Vice President and Chief Financial Officer of Summit Midstream GP, LLC, the general partner of the Registrant, each hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

*/s/ Steven J. Newby*

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Name: Steven J. Newby  
Title: President, Chief Executive Officer and Director of Summit Midstream GP, LLC (the general partner of Summit Midstream Partners, LP)  
Date: August 12, 2013

*/s/ Matthew S. Harrison*

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Name: Matthew S. Harrison  
Title: Senior Vice President and Chief Financial Officer of Summit Midstream GP, LLC (the general partner of Summit Midstream Partners, LP)  
Date: August 12, 2013