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 SEPTEMBER 30, 2019

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 001-35574

EQM Midstream Partners, LP

(Exact name of registrant as specified in its charter)

Delaware	**37-1661577**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)

2200 Energy Drive, Canonsburg, Pennsylvania 15317
(Address of principal executive offices) (Zip code)

(724) 271-7600
(Registrant's telephone number, including area code)

625 Liberty Avenue, Suite 2000, Pittsburgh, Pennsylvania 15222
(Former name, former address and former fiscal year, if changed since last report)

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Units Representing Limited Partner Interests	EQM	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 every Interactive Data File required to be submitted 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 such files). Yes ☒ No ☐

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

Large Accelerated Filer	☒		Accelerated Filer	☐	Emerging Growth Company ☐
Non-Accelerated Filer	☐	(Do not check if a smaller reporting company)	Smaller Reporting Company	☐	

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

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

As of October 31, 2019, there were 200,457,630 Common Units and 7,000,000 Class B Units outstanding.

EQM MIDSTREAM PARTNERS, LP AND SUBSIDIARIES
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Glossary of Commonly Used Terms, Abbreviations and Measurements

adjusted EBITDA – a supplemental non-GAAP (as defined below) financial measure defined by EQM Midstream Partners, LP and its subsidiaries (collectively, EQM) as net (loss) income plus net interest expense, depreciation, amortization of intangible assets, impairment of long-lived assets, Preferred Interest (as defined below) payments, non-cash long-term compensation expense and separation and other transaction costs, less equity income, AFUDC (as defined below) – equity, adjusted EBITDA attributable to noncontrolling interest and adjusted EBITDA of assets prior to acquisition.

Allowance for Funds Used During Construction (AFUDC) – carrying costs for the construction of certain long-lived regulated assets are capitalized and amortized over the related assets' estimated useful lives. The capitalized amount for construction of regulated assets includes interest cost and a designated cost of equity for financing the construction of these regulated assets.

British thermal unit – a measure of the amount of energy required to raise the temperature of one pound of water one-degree Fahrenheit.

distributable cash flow – a supplemental non-GAAP financial measure defined by EQM as adjusted EBITDA less net interest expense excluding interest income on the Preferred Interest, capitalized interest and AFUDC – debt, ongoing maintenance capital expenditures net of expected reimbursements and cash distributions earned by Series A Preferred Unit holders. The impact of noncontrolling interests is also excluded from the calculation of the adjustment items to distributable cash flow.

ETRN Omnibus Agreement – the agreement, as amended and restated, entered into among EQM, its general partner, for limited purposes, EQM's former general partner and Equitrans Midstream (defined below) in connection with the Separation (as defined below), pursuant to which, among other things, EQM agreed to provide Equitrans Midstream with a license to use the name "Equitrans" and related marks in connection with Equitrans Midstream's business, and Equitrans Midstream agreed to provide EQM with, and EQM agreed to reimburse Equitrans Midstream for, certain general and administrative services.

Equitrans Midstream - Equitrans Midstream Corporation (NYSE: ETRN) and its subsidiaries.

EQT - EQT Corporation (NYSE: EQT) and its subsidiaries.

EQT Omnibus Agreement – the agreement, as amended and restated, entered into among EQM, its former general partner and EQT in connection the Separation (defined below) to memorialize certain indemnification obligations between EQM and EQT.

firm contracts – contracts for gathering, transmission or storage services that reserve an agreed upon amount of pipeline or storage capacity regardless of the capacity used by the customer during each month, and generally obligate the customer to pay a fixed, monthly charge.

firm reservation fee revenues – contractually obligated revenues that include fixed monthly charges under firm contracts and fixed volumetric charges under MVC (defined below) contracts.

gas – natural gas.

Minimum volume commitments (MVCs) – contracts for gathering or water services that obligate the customer to pay for a fixed amount of volumes either monthly, annually or over the life of the contract.

Mountain Valley Pipeline (MVP) – an estimated 300 mile, 42-inch diameter natural gas interstate pipeline with a targeted capacity of 2.0 Bcf per day that will span from EQM's existing transmission and storage system in Wetzel County, West Virginia to Pittsylvania County, Virginia, providing access to the growing Southeast demand markets.

MVP Southgate – a proposed 70-mile interstate pipeline that will extend from the MVP at Pittsylvania County, Virginia to new delivery points in Rockingham and Alamance Counties, North Carolina.

Mountain Valley Pipeline, LLC (MVP Joint Venture) – a joint venture among EQM and affiliates of each of NextEra Energy, Inc., Consolidated Edison, Inc. (Con Edison), AltaGas Ltd. and RGC Resources, Inc. that is constructing, as applicable, the MVP and the MVP Southgate.

Preferred Interest – the preferred interest that EQM has in EQT Energy Supply, LLC (EES), a subsidiary of EQT.

RMP - RM Partners LP (formerly known as Rice Midstream Partners LP) and its subsidiaries.

Separation – the separation of EQT's midstream business, which was composed of the separately-operated natural gas gathering, transmission and storage and water services operations of EQT (the Midstream Business), from EQT's upstream

business, which was composed of the natural gas, oil and natural gas liquids development, production and sales and commercial operations of EQT, which occurred on the Separation Date (defined below).

Separation Date – November 12, 2018.

throughput – the volume of natural gas transported or passing through a pipeline, plant, terminal or other facility during a particular period.

Abbreviations	Measurements
ASU – Accounting Standards Update	**Btu** = one British thermal unit
FASB – Financial Accounting Standards Board	**BBtu** = billion British thermal units
FERC – U.S. Federal Energy Regulatory Commission	**Bcf** = billion cubic feet
GAAP – United States Generally Accepted Accounting Principles	**Mcf** = thousand cubic feet
IDRs – incentive distribution rights	MMBtu = million British thermal units
IPO – Initial Public Offering	**MMcf** = million cubic feet
SEC – U.S. Securities and Exchange Commission	**MMgal** = million gallons

PART I. FINANCIAL INFORMATION
Item 1. Financial Statements

EQM MIDSTREAM PARTNERS, LP AND SUBSIDIARIES
Statements of Consolidated Operations (Unaudited) [a]

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2018	2019	2018
	(Thousands, except per unit amounts)			
Operating revenues [b]	$ 408,434	$ 364,584	$ 1,204,383	$ 1,110,307
Operating expenses:				
Operating and maintenance [c]	43,021	48,109	117,460	118,775
Selling, general and administrative [c]	23,845	26,860	83,171	80,738
Separation and other transaction costs	256	2,161	19,127	7,511
Depreciation	59,197	43,567	162,777	126,957
Amortization of intangible assets	14,540	10,387	38,677	31,160
Impairments of long-lived assets [d]	298,652	—	378,787	—
Total operating expenses	439,511	131,084	799,999	365,141
Operating (loss) income	(31,077)	233,500	404,384	745,166
Equity income [e]	44,448	16,087	112,293	35,836
Other income	337	1,345	4,506	3,193
Net interest expense [f]	53,923	41,005	152,996	76,740
Net (loss) income	(40,215)	209,927	368,187	707,455
Net (loss) income attributable to noncontrolling interests	(29,697)	—	(25,664)	3,346
Net (loss) income attributable to EQM	$ (10,518)	$ 209,927	$ 393,851	$ 704,109
Calculation of limited partner common unit interest in net (loss) income:				
Net (loss) income attributable to EQM	$ (10,518)	$ 209,927	$ 393,851	$ 704,109
Less: Series A Preferred Units interest in net income	(25,501)	—	(48,480)	—
Less: pre-acquisition net income allocated to EQT	—	(8,490)	—	(164,242)
Less: general partner interest in net income – general partner units	—	(2,379)	—	(7,145)
Less: general partner interest in net income – IDRs	—	(70,967)	—	(183,253)
Limited partner interest in net (loss) income	$ (36,019)	$ 128,091	$ 345,371	$ 349,469
Net (loss) income per limited partner common unit – basic[g]	$ (0.18)	$ 1.14	$ 1.86	$ 3.73
Net (loss) income per limited partner common unit – diluted[g]	$ (0.18)	$ 1.14	$ 1.80	$ 3.73
Weighted average limited partner common units outstanding – basic	200,483	111,980	185,244	93,746
Weighted average limited partner common units outstanding – diluted	200,483	111,980	192,244	93,746
Cash distributions declared per common unit [h]	$ 1.160	$ 1.115	$ 3.465	$ 3.270

(a) As discussed in Notes 1 and 2, the consolidated financial statements of EQM have been retrospectively recast to include the pre-acquisition results of EQM Olympus Midstream LLC (EQM Olympus), Strike Force Midstream Holdings LLC (Strike Force) and EQM West Virginia Midstream LLC (EQM WV), which were acquired by EQM effective on May 1, 2018 (the Drop-Down Transaction), and RM Partners LP (RMP), which was acquired by EQM effective on July 23, 2018 (the EQM-RMP Merger), because these transactions were between entities under common control.

(b) Operating revenues included related party revenues from EQT Corporation (NYSE: EQT) (EQT) of $275.4 million and $276.9 million for the three months ended September 30, 2019 and 2018, respectively, and $843.9 million and $827.8 million for the nine months ended September 30, 2019 and 2018, respectively. See Note 8.
(c) For the three and nine months ended September 30, 2019, operating and maintenance expense included $15.4 million and $41.6 million of charges from Equitrans Midstream Corporation (NYSE: ETRN) (Equitrans Midstream), respectively. For the three and nine months ended September 30, 2018, operating and maintenance expense included charges from EQT of $14.0 million and $38.4 million, respectively. For the three and nine months ended September 30, 2019, selling, general and administrative expense included charges from Equitrans Midstream of $16.0 million and $67.4 million, respectively. For the three and nine months ended September 30, 2018, selling, general and administrative expense included charges from EQT of $25.7 million and $75.1 million, respectively. See Note 8.
(d) See Note 3 for disclosure regarding impairments of long-lived assets.
(e) Represents equity income from Mountain Valley Pipeline, LLC (the MVP Joint Venture). See Note 9.
(f) Net interest expense included interest income on the Preferred Interest in EQT Energy Supply, LLC (EES), a subsidiary of EQT, of $1.6 million and $1.6 million for the three months ended September 30, 2019 and 2018, respectively, and $4.8 million and $5.0 million for the nine months ended September 30, 2019 and 2018, respectively.
(g) See Note 12 for disclosure regarding EQM's calculation of net income per limited partner unit (basic and diluted).
(h) Represents the cash distributions declared related to the period presented. See Note 12.

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

EQM MIDSTREAM PARTNERS, LP AND SUBSIDIARIES
Statements of Consolidated Cash Flows (Unaudited) [a]

	Nine Months Ended September 30,	
	2019	2018
	(Thousands)	
Cash flows from operating activities:		
Net income	$ 368,187	$ 707,455
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	162,777	126,957
Amortization of intangible assets	38,677	31,160
Impairments of long-lived assets [b]	378,787	—
Equity income	(112,293)	(35,836)
AFUDC – equity	(4,927)	(3,585)
Non-cash long-term compensation expense	255	1,275
Changes in other assets and liabilities:		
Accounts receivable	29,022	2,193
Accounts payable	(84,103)	13,443
Other assets and other liabilities	(31,555)	22,420
Net cash provided by operating activities	744,827	865,482
Cash flows from investing activities:		
Capital expenditures	(824,930)	(616,365)
Capital contributions to the MVP Joint Venture	(512,852)	(446,049)
Bolt-on Acquisition (defined in Note 2), net of cash acquired	(837,231)	—
Drop-Down Transaction	—	(1,193,160)
Principal payments received on the Preferred Interest	3,471	3,281
Net cash used in investing activities	(2,171,542)	(2,252,293)
Cash flows from financing activities:		
Proceeds from credit facility borrowings	1,887,000	2,524,000
Payments on credit facility borrowings	(2,227,000)	(2,968,000)
Pay-down of long-term debt associated with Bolt-on Acquisition (Note 2)	(28,325)	—
Proceeds from issuance of long-term debt	1,400,000	2,500,000
Debt discount and issuance costs	(2,563)	(34,249)
Proceeds from issuance of Series A Preferred Units, net of offering costs	1,158,313	—
Distributions paid to common unitholders	(673,347)	(528,410)
Distributions paid to Series A Preferred unitholders	(22,979)	—
Distributions paid to noncontrolling interest	—	(750)
Acquisition of 25% of Strike Force Midstream LLC	—	(175,000)
Capital contributions	—	15,672
Net contributions from EQT	—	3,660
Net cash provided by financing activities	1,491,099	1,336,923
Net change in cash and cash equivalents	64,384	(49,888)
Cash and cash equivalents at beginning of period	17,515	54,600
Cash and cash equivalents at end of period	$ 81,899	$ 4,712
Cash paid during the period for:		
Interest, net of amount capitalized	$ 192,298	$ 42,652
Non-cash activity during the period for:		
Increase (decrease) in capital contribution receivable from Equitrans Midstream/EQT	$ 711	$ (11,758)

(a) As discussed in Notes 1 and 2, the consolidated financial statements of EQM have been retrospectively recast to include the pre-acquisition results of the Drop-Down Transaction and the EQM-RMP Merger because these transactions were between entities under common control.
(b) See Note 3 for disclosure regarding impairments of long-lived assets.

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

EQM MIDSTREAM PARTNERS, LP AND SUBSIDIARIES
Consolidated Balance Sheets (Unaudited)

	September 30, 2019	December 31, 2018
	(Thousands, except number of units)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 81,899	$ 17,515
Accounts receivable (net of allowance for doubtful accounts of $29 and $75 as of September 30, 2019 and December 31, 2018, respectively) [(a)]	242,186	254,390
Other current assets	21,035	14,909
Total current assets	345,120	286,814
Property, plant and equipment	8,431,130	6,367,530
Less: accumulated depreciation	(822,713)	(560,902)
Net property, plant and equipment	7,608,417	5,806,628
Investment in unconsolidated entity	2,227,321	1,510,289
Goodwill [(b)]	962,218	1,123,813
Net intangible assets	812,020	576,113
Other assets	198,941	152,464
Total assets	$ 12,154,037	$ 9,456,121
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable [(c)]	$ 172,422	$ 207,877
Due to Equitrans Midstream	27,563	44,509
Capital contribution payable to the MVP Joint Venture	261,089	169,202
Accrued interest	41,170	80,199
Accrued liabilities	34,022	20,672
Total current liabilities	536,266	522,459
Credit facility borrowings [(d)]	557,500	625,000
Long-term debt	4,858,208	3,456,639
Regulatory and other long-term liabilities	79,164	38,724
Total liabilities	6,031,138	4,642,822
Equity:		
Series A Preferred Units (24,605,291 and 0 units issued and outstanding at September 30, 2019 and December 31, 2018, respectively)	1,183,814	—
Common (200,457,630 and 120,457,638 units issued and outstanding at September 30, 2019 and December 31, 2018, respectively)	4,481,148	4,783,673
Class B (7,000,000 and 0 units issued and outstanding at September 30, 2019 and December 31, 2018, respectively)	5,141	—
General partner (0 and 1,443,015 units issued and outstanding at September 30, 2019 and December 31, 2018, respectively)	—	29,626
Noncontrolling interest [(e)]	452,796	—
Total equity	6,122,899	4,813,299
Total liabilities and equity	$ 12,154,037	$ 9,456,121

(a) Accounts receivable as of September 30, 2019 and December 31, 2018 included approximately $175.7 million and $174.8 million, respectively, of accounts receivable due from EQT.
(b) See Note 3 for disclosure regarding impairments of goodwill.
(c) Accounts payable as of December 31, 2018 included approximately $34.0 million due to EQT. There was no related party balance with EQT included in accounts payable as of September 30, 2019.
(d) As of September 30, 2019, EQM had credit facility borrowings outstanding of approximately $265 million and $293 million on its $3 Billion Facility and the Eureka Credit Facility, respectively (both defined herein). See Note 10 for further detail.

(e) Noncontrolling interest as of September 30, 2019 represents third-party ownership in Eureka Midstream Holdings, LLC (Eureka Midstream). See Note 2 for further information.

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

EQM MIDSTREAM PARTNERS, LP AND SUBSIDIARIES
Statements of Consolidated Equity (Unaudited) [a]

		Limited Partners					
	Predecessor Equity	Series A Preferred Units	Common Units	Class B Units	General Partner	Noncontrolling Interest	Total Equity
	(Thousands, except per unit amounts)						
Balance at January 1, 2018	$ 3,916,434	$ —	$ 2,147,706	$ —	$ 1,252	$ 173,472	$ 6,238,864
Net income	83,132	—	129,937	—	47,281	2,493	262,843
Capital contributions	—	—	2,749	—	50	—	2,799
Equity-based compensation plans	168	—	331	—	—	—	499
Distributions paid to unitholders ($1.025 per common unit)	(32,845)	—	(82,596)	—	(43,294)	—	(158,735)
Net contributions from EQT	1,015	—	—	—	—	—	1,015
Distributions paid to noncontrolling interests	—	—	—	—	—	(750)	(750)
Balance at March 31, 2018	$ 3,967,904	$ —	$ 2,198,127	$ —	$ 5,289	$ 175,215	$ 6,346,535
Net income	72,620	—	91,417	—	69,795	853	234,685
Acquisition of 25% of Strike Force Midstream LLC	—	—	1,068	—	—	(176,068)	(175,000)
Drop-Down Transaction	(1,436,297)	—	243,137			—	(1,193,160)
Capital contributions	—	—	612	—	10	—	622
Equity-based compensation plans	140	—	—	—	—	—	140
Distributions paid to unitholders ($1.065 per common unit)	(35,545)	—	(85,830)	—	(46,491)	—	(167,866)
Net contributions from EQT	2,645	—	—	—	—	—	2,645
Balance at June 30, 2018	$ 2,571,467	$ —	$ 2,448,531	$ —	$ 28,603	$ —	$ 5,048,601
Net income	8,490	—	128,115	—	73,322	—	209,927
Capital contributions	—	—	490	—	6	—	496
Equity-based compensation plans	614	—	22	—	—	—	636
Distributions paid to unitholders ($1.09 per common unit)	—	—	(131,298)	—	(70,511)	—	(201,809)
EQM-RMP Merger	(2,580,571)		2,580,571				—
Balance at September 30, 2018	$ —	$ —	$ 5,026,431	$ —	$ 31,420	$ —	$ 5,057,851

	Predecessor Equity	Limited Partners			General Partner	Noncontrolling Interest	Total Equity
		Series A Preferred Units	Common Units	Class B Units			
	(Thousands, except per unit amounts)						
Balance at January 1, 2019	$ —	$ —	$ 4,783,673	$ —	$ 29,626	$ —	$ 4,813,299
Net income	—	—	246,699	3,465	1,767	—	251,931
Equity-based compensation plans	—	—	255	—	—	—	255
Distributions paid to unitholders ($1.13 per common unit)	—	—	(136,117)	—	(75,175)	—	(211,292)
Equity restructuring associated with the EQM IDR Transaction	—	—	(42,305)	(1,477)	43,782	—	—
Balance at March 31, 2019	$ —	$ —	$ 4,852,205	$ 1,988	$ —	$ —	$ 4,854,193
Net income	—	22,979	125,091	4,368	—	4,033	156,471
Capital contributions	—	—	497	—	—	—	497
Distributions paid to unitholders ($1.145 per common unit)	—	—	(229,524)	—	—	—	(229,524)
Issuance of Series A Preferred Units, net of offering costs	—	1,158,313	—	—	—	—	1,158,313
Bolt-on Acquisition	—	—	—	—	—	486,062	486,062
Balance at June 30, 2019	$ —	$ 1,181,292	$ 4,748,269	$ 6,356	$ —	$ 490,095	$ 6,426,012
Net income (loss)	—	25,501	(34,804)	(1,215)	—	(29,697)	(40,215)
Capital contributions	—	—	214	—	—	—	214
Distributions paid to unitholders ($1.160 per common unit)	—	—	(232,531)	—	—	—	(232,531)
Distributions paid to Series A Preferred unitholders ($0.9339 per unit)	—	(22,979)	—	—	—	—	(22,979)
Bolt-on Acquisition measurement period adjustment (Note 2)	—	—	—	—	—	(7,602)	(7,602)
Balance at September 30, 2019	$ —	$ 1,183,814	$ 4,481,148	$ 5,141	$ —	$ 452,796	$ 6,122,899

(a) As discussed in Notes 1 and 2, the consolidated financial statements of EQM have been retrospectively recast to include the pre-acquisition results of the Drop-Down Transaction and the EQM-RMP Merger because these transactions were between entities under common control.

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

EQM MIDSTREAM PARTNERS, LP AND SUBSIDIARIES
Notes to Consolidated Financial Statements (Unaudited)

1. Financial Statements

Organization

EQM is a growth-oriented Delaware limited partnership formed by EQT in January 2012. Prior to the completion of the EQM IDR Transaction (defined below), EQM Midstream Services, LLC was the general partner of EQM (the Former EQM General Partner). Following the consummation of the EQM IDR Transaction, EQGP Services, LLC, a wholly-owned indirect subsidiary of Equitrans Midstream, became the general partner of EQM (the New EQM General Partner). References in these consolidated financial statements to Equitrans Midstream refer collectively to Equitrans Midstream Corporation and its consolidated subsidiaries, as applicable.

On February 21, 2018, EQT announced its plan to separate its midstream business, which was composed of the separately-operated natural gas gathering, transmission and storage and water services operations of EQT (collectively, the Midstream Business), from its upstream business, which was composed of the natural gas, oil and natural gas liquids development, production and sales and commercial operations of EQT (collectively, the Upstream Business) (the Separation). On November 12, 2018, the Separation was effected through a series of transactions that culminated in EQT's contribution of the Midstream Business to Equitrans Midstream.

On February 22, 2019, Equitrans Midstream completed a simplification transaction pursuant to that certain Agreement and Plan of Merger, dated as of February 13, 2019 (the IDR Merger Agreement), by and among Equitrans Midstream and certain related parties, pursuant to which, among other things, (i) Equitrans Merger Sub, LP, a party to the IDR Merger Agreement, merged with and into EQGP (the Merger) with EQGP continuing as the surviving limited partnership and a wholly-owned subsidiary of EQM following the Merger, and (ii) each of (a) the IDRs, (b) the economic portion of the general partner interest in EQM and (c) the issued and outstanding EQGP common units representing limited partner interests in EQGP were canceled, and, as consideration for such cancellation, certain affiliates of Equitrans Midstream received on a pro rata basis 80,000,000 newly-issued EQM common units and 7,000,000 newly-issued Class B units (Class B units), both representing limited partner interests in EQM, and the New EQM General Partner retained the non-economic general partner interest in EQM (the EQM IDR Transaction). Additionally, as part of the EQM IDR Transaction, the 21,811,643 EQM common units held by EQGP were canceled and 21,811,643 EQM common units were issued pro rata to certain affiliates of Equitrans Midstream. See Note 5 for further information on the EQM IDR Transaction and Class B Units.

The EQM IDR Transaction constituted an exchange of equity interests between entities under common control and not a transfer of a business. Therefore, the exchange resulted in a reclassification, as of February 22, 2019, of a $43.8 million deficit capital balance from the general partner line item to the common and Class B line items in EQM's consolidated balance sheets based on the respective limited partner ownership interests. The reclassification represented an allocation of the carrying value of the exchanged general partner interest. Prior to the EQM IDR Transaction, when distributions related to the general partner interest and IDRs were made, earnings equal to the amount of distributions were allocated to the general partner before the remaining earnings were allocated to the limited partner unitholders based on their respective ownership percentages. Subsequent to the EQM IDR Transaction, no earnings are allocated to the general partner. The allocation of net income attributable to EQM for purposes of calculating net income per limited partner unit is described in Note 12.

On March 13, 2019, EQM entered into a Convertible Preferred Unit Purchase Agreement (inclusive of certain Joinder Agreements entered into on March 18, 2019, the Preferred Unit Purchase Agreement) with certain investors to issue and sell in a private placement (the Private Placement) an aggregate of 24,605,291 Series A Perpetual Convertible Preferred Units (Series A Preferred Units) representing limited partner interests in EQM for a cash purchase price of $48.77 per Series A Preferred Unit, resulting in total gross proceeds of approximately $1.2 billion. The net proceeds from the Private Placement were used in part to fund the purchase price in the Bolt-on Acquisition (defined in Note 2) and to pay certain fees and expenses related to the Bolt-on Acquisition, and the remainder was used for general partnership purposes. The Private Placement closed concurrently with the closing of the Bolt-on Acquisition on April 10, 2019. See Note 5 for further information on the Series A Preferred Units and the Bolt-on Acquisition.

Following the EQM IDR Transaction and the closing of the Private Placement, and as of September 30, 2019, Equitrans Midstream held a 53.5% limited partner interest (after taking into account the Series A Preferred Units issued in the Private Placement on an as-converted basis) and the non-economic general partner interest in EQM. See Note 5 for further information on the EQM IDR Transaction and Private Placement.

Basis of Presentation

EQM's consolidated financial statements have been retrospectively recast to include the pre-acquisition results of the Drop-Down Transaction and the EQM-RMP Merger because these transactions represented business combinations between entities under common control. The recast is for the period the acquired businesses were under the common control of EQT, which began on November 13, 2017 as a result of EQT's acquisition of Rice Energy Inc. (Rice) (the Rice Merger). EQM recorded the assets and liabilities acquired in the Drop-Down Transaction and the EQM-RMP Merger at their carrying amounts to EQT on the effective dates of the transactions. The consolidated financial statements are not necessarily indicative of the actual results of operations if EQM and the assets acquired in the Drop-Down Transaction and the EQM-RMP Merger had been operated together during the pre-acquisition periods.

Following the completion of the Bolt-on Acquisition, EQM evaluated Eureka Midstream for consolidation and determined that Eureka Midstream does not meet the criteria for variable interest entity classification due to its ability to independently finance its operations through the Eureka Credit Facility (as defined in Note 10), as well as each member having proportional voting rights through their equity investments. As such, as of September 30, 2019, EQM consolidates Eureka Midstream using the voting interest model, recording noncontrolling interest related to the third-party ownership interests in Eureka Midstream.

The accompanying unaudited consolidated financial statements have been prepared in accordance with GAAP for interim financial information and with the requirements of Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, these unaudited consolidated financial statements include all adjustments (consisting of only normal, recurring adjustments, unless otherwise disclosed in this Form 10-Q) necessary for a fair presentation of the financial position of EQM as of September 30, 2019 and December 31, 2018, the results of its operations and equity for the three and nine months ended September 30, 2019 and 2018, and its cash flows for the nine months ended September 30, 2019 and 2018. The balance sheet at December 31, 2018 has been derived from the audited financial statements at that date but does not include all of the information and notes required by GAAP for complete financial statements.

Due to the seasonal nature of EQM's utility customer contracts, the interim statements for the three and nine months ended September 30, 2019 are not necessarily indicative of the results that may be expected for the year ending December 31, 2019.

EQM and its subsidiaries, including Eureka Midstream, do not have any employees. Operational, management and other services for EQM and its subsidiaries are provided by the directors and officers of the New EQM General Partner and employees of Equitrans Midstream.

For further information, refer to the consolidated financial statements and related notes for the year ended December 31, 2018, as well as "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained herein.

Recently Issued Accounting Standards

In February 2016, the FASB issued ASU 2016-02, *Leases*. The standard requires entities to record assets and obligations for contracts currently recognized as operating leases. In July 2018, the FASB issued ASU 2018-11, *Leases (Topic 842): Targeted Improvements*. The update provides an optional transition method of adoption that permits entities to initially apply the standard at the adoption date and recognize a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. Under the optional transition method, comparative financial information and disclosures are not required. The update also provides transition practical expedients. The standard requires disclosures of the nature, maturity and value of an entity's lease liabilities and elections taken by the entity. In March 2019, the FASB issued ASU 2019-01, *Leases (Topic 842): Codification Improvements*, which, among other things, clarifies interim disclosure requirements in the year of ASU 2016-02 adoption.

EQM adopted ASU 2016-02, ASU 2018-11 and ASU 2019-01 on January 1, 2019 using the optional transition method. EQM uses a lease accounting system to monitor its current population of lease contracts. EQM implemented processes and controls to review new lease contracts for appropriate accounting treatment in the context of the standards and to generate disclosures required under the standards. For the disclosures required by the standards, see Note 4.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments-Credit Losses: Measurement of Credit Losses on Financial Instruments.* The standard amends guidance on reporting credit losses for assets held at amortized cost basis and available for sale debt securities. For assets held at amortized cost basis, this standard eliminates the probable initial recognition threshold in current GAAP, and, in its place, requires an entity to recognize its current estimate of all expected credit losses. The amendments affect loans, debt securities, trade receivables, net investments in leases, off balance sheet credit exposures, reinsurance receivables, and any other financial assets not excluded from the scope of the standard that have the contractual right to receive cash. The standard will be effective for annual reporting periods beginning after December 15, 2019, including interim periods within that reporting period. EQM is currently evaluating the effect this standard will have on its financial statements and related disclosures.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement, Changes to the Disclosure Requirements for Fair Value Measurement*, which makes a number of changes to the hierarchy associated with Level 1, 2 and 3 fair value measurements and the related disclosure requirements. This guidance is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. Early adoption is permitted. EQM is currently evaluating the effect this standard will have on its financial statements and related disclosures but does not expect the adoption of this standard to have a material effect on its financial statements and related disclosures.

In August 2018, the FASB issued ASU 2018-15, *Intangibles—Goodwill and Other: Internal-Use Software*, which aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software (and hosting arrangements that include an internal-use software license). This guidance is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. EQM early-adopted the standard using the prospective method of adoption on January 1, 2019.

Following the adoption of ASU 2018-15, EQM began capitalizing certain implementation costs related to cloud computing arrangements that are service contracts. The capitalized portion of these costs are included in the property, plant and equipment line on the consolidated balance sheets and will be amortized over the term of EQM's hosting arrangement. For the three and nine months ended September 30, 2019, EQM did not recognize any amortization expense related to implementation costs on its cloud computing arrangements as such assets were not in use. The costs will be included in the selling, general and administrative expense line on the accompanying statements of consolidated operations when recognized.

In August 2018, the SEC adopted a final rule under SEC Release No. 33-10532, *Disclosure Update and Simplification*, that amends certain disclosure requirements that were redundant, duplicative, overlapping, outdated or superseded. The amendments also expanded the disclosure requirements on the analysis of stockholders' equity for interim financial statements, in that registrants must now analyze changes in stockholders' equity, in the form of reconciliation, for the current and comparative year-to-date periods, with subtotals for each interim period. This final rule was effective on November 5, 2018 and EQM assessed the impact on its consolidated financial statements disclosures to be not significant. EQM adopted the final rule and began applying this disclosure change to its statement of consolidated equity in the first quarter of 2019.

2. Acquisitions, Mergers and Divestitures

Bolt-on Acquisition

On March 13, 2019, EQM entered into a Purchase and Sale Agreement (the Purchase and Sale Agreement) with North Haven Infrastructure Partners II Buffalo Holdings, LLC (NHIP), an affiliate of Morgan Stanley Infrastructure Partners, pursuant to which EQM acquired from NHIP a 60% Class A interest in Eureka Midstream Holdings, LLC (Eureka Midstream) and a 100% interest in Hornet Midstream Holdings, LLC (Hornet Midstream) (collectively, the Bolt-on Acquisition) for total consideration of approximately $1.04 billion, composed of approximately $852 million in cash, net of purchase price adjustments, and approximately $192 million in assumed pro-rata debt. Eureka Midstream owns a 190-mile gathering header pipeline system in Ohio and West Virginia that services both dry Utica and wet Marcellus Shale production. Hornet Midstream owns a 15-mile, high-pressure gathering system in West Virginia that connects to the Eureka Midstream system. The Bolt-on Acquisition closed on April 10, 2019 and was funded through proceeds from the Private Placement of Series A Preferred Units that closed concurrently with the Bolt-on Acquisition. See Notes 1 and 5 for further information regarding the Private Placement.

On the closing of the Bolt-on Acquisition, a subsidiary of Hornet Midstream terminated all of its obligations under its term loan credit agreement and repaid the $28.2 million outstanding principal balance and $0.1 million in related interest and fees.

EQM recorded $0.3 million and $17.0 million in acquisition-related expenses related to the Bolt-on Acquisition during the three and nine months ended September 30, 2019, respectively. The Bolt-on Acquisition acquisition-related expenses included $0.3 million for professional fees for the three months ended September 30, 2019 and $15.3 million for professional fees and $1.7 million for compensation arrangements for the nine months ended September 30, 2019 and are included in separation and other transaction costs in the statements of consolidated operations.

Allocation of Purchase Price. The Bolt-on Acquisition was accounted for as a business combination using the acquisition method. The following table summarizes the preliminary purchase price and preliminary estimated fair values of assets acquired and liabilities assumed as of April 10, 2019, with any excess of purchase price over estimated fair value of the identified net assets acquired recorded as goodwill. The $99.7 million of goodwill was allocated to the Gathering segment. Such goodwill primarily relates to additional commercial opportunities, a diversified producer customer mix, increased exposure to dry Utica and wet Marcellus acreage and operating leverage within the Gathering segment. The purchase price allocation and related adjustments remain subject to further adjustments during the applicable measurement period; thus, the purchase price allocation and related adjustments included in the financial statements are preliminary as of September 30, 2019.

The following table summarizes the allocation of the fair value of the assets acquired and liabilities assumed in the Bolt-on Acquisition as of April 10, 2019 by EQM, as well as certain measurement period adjustments made subsequent to EQM's initial valuation.

(in thousands)	Preliminary Purchase Price Allocation (As initially reported)	Measurement Period Adjustments[a]	Preliminary Purchase Price Allocation (As adjusted)
Consideration given:			
Cash consideration[b]	$ 861,250	$ (11,404)	$ 849,846
Buyout of Eureka Midstream Class B Units and incentive compensation	2,530	—	2,530
Total consideration	863,780	(11,404)	852,376
Fair value of liabilities assumed:			
Current liabilities	52,458	(9,857)	42,601
Long-term debt	300,825	—	300,825
Other long-term liabilities	10,203	—	10,203
Amount attributable to liabilities assumed	363,486	(9,857)	353,629
Fair value of assets acquired:			
Cash	15,145	—	15,145
Accounts receivable	16,817	—	16,817
Inventory	12,991	(26)	12,965
Other current assets	882	—	882
Net property, plant and equipment	1,222,284	(8,906)	1,213,378
Intangible assets [c]	317,000	(6,000)	311,000
Other assets	14,567	—	14,567
Amount attributable to assets acquired	1,599,686	(14,932)	1,584,754
Noncontrolling interests	(486,062)	7,602	(478,460)
Goodwill as of April 10, 2019	$ 113,642	$ (13,931)	$ 99,711
Impairment of goodwill [d]			(99,711)
Goodwill as of September 30, 2019			$ —

(a) EQM recorded measurement period adjustments to its preliminary acquisition date fair values due to the refinement of its valuation models, assumptions and inputs. The measurement period adjustments were based upon information obtained about facts and circumstances that existed at the acquisition date that, if known, would have affected the measurement of the amounts recognized at that date.

(b) The cash consideration for the Bolt-on Acquisition was adjusted by approximately $11.4 million related to working capital adjustments and the release of all escrowed indemnification funds to EQM.

(c) After considering the refinements to the valuation models, EQM estimated the fair value of the customer-related intangible assets acquired as part of the Bolt-on Acquisition to be $311.0 million. As a result, the fair value of the customer-related intangible assets was decreased by $6.0 million on September 30, 2019 with a corresponding increase to goodwill. In addition, the change to the provisional amount resulted in a decrease in amortization expense and accumulated amortization of approximately $0.4 million.

(d) During the third quarter of 2019, EQM identified impairment indicators that suggested the fair value of its goodwill was more likely than not below its carrying amount. As such, EQM performed an interim goodwill impairment assessment, which resulted in EQM recognizing impairment to goodwill of approximately $261.3 million, of which $99.7 million was associated with its Eureka/Hornet reporting unit bringing the reporting unit's goodwill balance to zero. See Note 3 for further detail. The goodwill impairment charge related to the Eureka/Hornet reporting unit recorded in the third quarter of fiscal 2019 is subject to change based upon the final purchase price allocation during the measurement period for estimated fair values of assets acquired and liabilities assumed in the Bolt-on Acquisition. There can be no assurance that such final allocations will not result in material increases or decreases to the recorded goodwill impairment charge based upon the preliminary purchase price allocations due to changes in the provisional opening balance sheet estimates of goodwill. EQM’s estimates and assumptions are subject to change during the measurement period (up to one year from the acquisition date).

The estimated fair value of midstream facilities and equipment, generally consisting of pipeline systems and compression stations, was estimated using the cost approach. Significant unobservable inputs in the estimate of fair value include management's assumptions about the replacement costs for similar assets, the relative age of the acquired assets and any potential economic or functional obsolescence associated with the acquired assets. As a result, the estimated fair value of the midstream facilities and equipment represent a Level 3 fair value measurement.

The noncontrolling interest in Eureka Midstream is estimated to be $478 million. The fair value of the noncontrolling interest was calculated based on the enterprise value of Eureka Midstream and the percentage ownership not acquired by EQM. Significant unobservable inputs in the enterprise value of Eureka Midstream include future revenue estimates and future cost assumptions. As a result, the fair value measurement is based on significant inputs that are not observable in the market and thus represents a Level 3 fair value measurement.

As part of the preliminary purchase price allocation, EQM identified intangible assets for customer relationships with third-party customers. The fair value of the customer relationships with third-party customers was determined using the income approach, which requires a forecast of the expected future cash flows generated and an estimated market-based weighted average cost of capital. Significant unobservable inputs in the determination of fair value include future revenue estimates, future cost assumptions and estimated customer retention rates. As a result, the estimated fair value of the identified intangible assets represents a Level 3 fair value measurement. EQM calculates amortization of intangible assets using the straight-line method over the estimated useful life of the intangible assets which is 20 years for the Eureka-related intangible assets. As discussed in Note 3, during the third quarter of 2019, as a result of the recoverability test, EQM estimated the fair value of the Hornet-related intangible assets and determined that the fair value was not in excess of the assets' carrying value, which resulted in an impairment charge of approximately $36.4 million related to certain of such intangible assets within EQM's Gathering segment. As a result of the reduction in expected future cash flows, the useful life of the Hornet-related intangible assets was prospectively changed to 7.25 years as of October 1, 2019, over which EQM calculates amortization using the straight-line method. After the impact of the impairment and the decrease in the useful life of the Hornet-related intangible assets, the expected annual amortization expense increased by $1.0 million. Amortization expense recorded in the statements of consolidated operations for the three and nine months ended September 30, 2019 was $4.1 million and $7.5 million, respectively. The estimated annual amortization expense for the fourth quarter of 2019 and over the successive five years is as follows: 2019 $4.2 million, 2020 $16.8 million, 2021 $16.8 million, 2022 $16.8 million, 2023 $16.8 million and 2024 $16.8 million.

Intangible assets, net as of September 30, 2019, are detailed below.

(in thousands)	As of September 30, 2019	
Intangible assets	$	311,000
Less: impairment of Hornet-related intangible assets [(a)]		36,405
Less: accumulated amortization		7,517
Intangible assets, net	$	267,078

(a) See Note 3 for disclosure regarding impairments of long-lived assets.

Post-Acquisition Operating Results. Subsequent to the completion of the Bolt-on Acquisition, Eureka Midstream and Hornet Midstream collectively contributed the following to both the Gathering segment and EQM's consolidated operating results for the period from April 10, 2019 through September 30, 2019.

(in thousands) (unaudited)	April 10, 2019 through September 30, 2019	
Operating revenues	$	61,579
Operating loss attributable to EQM	$	(109,277)
Net loss attributable to noncontrolling interests	$	(25,664)
Net loss attributable to EQM	$	(87,949)

Unaudited Pro Forma Information. The following unaudited pro forma combined financial information presents EQM's results as though the EQM IDR Transaction and Bolt-on Acquisition had been completed at January 1, 2018. The pro forma combined financial information has been included for comparative purposes and is not necessarily indicative of the results that might have actually occurred had the EQM IDR Transaction and Bolt-on Acquisition taken place on January 1, 2018; furthermore, the financial information is not intended to be a projection of future results.

(in thousands, except per unit data)(unaudited)	Nine Months Ended September 30, 2019
Pro forma operating revenues	$ 1,235,963
Pro forma net income	$ 396,339
Pro forma net loss attributable to noncontrolling interests	$ (22,447)
Pro forma net income attributable to EQM	$ 418,786
Pro forma income per limited partner common unit (basic)	$ 1.85
Pro forma income per limited partner common unit (diluted)	$ 1.78

(in thousands, except per unit data)(unaudited)	Three Months Ended September 30, 2018	Nine Months Ended September 30, 2018
Pro forma operating revenues	$ 391,151	$ 1,195,096
Pro forma net income	$ 221,037	$ 730,440
Pro forma net income attributable to noncontrolling interests	$ 4,752	$ 13,462
Pro forma net income attributable to EQM	$ 216,285	$ 716,978
Pro forma income per unit (basic)	$ 0.95	$ 3.20
Pro forma income per unit (diluted)	$ 0.92	$ 3.09

Shared Assets Transaction

On March 31, 2019, EQM entered into an Assignment and Bill of Sale (the Assignment and Bill of Sale) with Equitrans Midstream pursuant to which EQM acquired certain assets and assumed certain leases that primarily support EQM's operations for an aggregate cash purchase price of $49.7 million (the initial purchase price), which reflected the net book value of in-service assets and expenditures made for assets not yet in-service (collectively, and inclusive of the additional assets subsequently acquired as described in the following sentences, the Shared Assets Transaction). Further, pursuant to the Assignment and Bill of Sale, EQM acquired, effective on the first day of the second quarter of 2019, certain additional assets from Equitrans Midstream for $8.9 million cash consideration, reflecting the net book value of in-service assets and expenditures made in respect of assets not yet in-service as of June 30, 2019, which subsequent purchase price was subject to certain adjustments. Additionally, pursuant to the Assignment and Bill of Sale, EQM acquired, effective on the first day of the third quarter of 2019, an additional asset from Equitrans Midstream for a *de minimus* dollar amount reflecting the net book value of such asset as of September 30, 2019. EQM may, pursuant to the Assignment and Bill of Sale, acquire certain additional assets from Equitrans Midstream for additional cash consideration reflecting the net book value of in-service assets and expenditures made with respect to assets not yet in-service and/or may assume an additional facilities lease. The initial and subsequent purchase prices were funded utilizing EQM's $3 Billion Facility (defined in Note 10). Prior to the Shared Assets Transaction, EQM made quarterly payments to Equitrans Midstream based on fees allocated from Equitrans Midstream for use of in-service assets transferred to EQM in the Shared Assets Transaction. In connection with the entry into the Assignment and Bill of Sale, that certain omnibus agreement (ETRN Omnibus Agreement) among Equitrans Midstream, EQM and the New EQM General Partner (as successor to the Former EQM General Partner) was amended and restated in order to, among other things, govern Equitrans Midstream's use of the acquired assets following their conveyance to EQM and provide for reimbursement of EQM by Equitrans Midstream for expenses incurred by EQM in connection with such use.

EQM-RMP Merger

On April 25, 2018, EQM entered into an Agreement and Plan of Merger (the Merger Agreement) with RMP, Rice Midstream Management LLC, the general partner of RMP (the RMP General Partner), the Former EQM General Partner, EQM Acquisition Sub, LLC, a wholly-owned subsidiary of EQM (Merger Sub), EQM GP Acquisition Sub, LLC, a wholly-owned subsidiary of EQM (GP Merger Sub), and, solely for certain limited purposes set forth therein, EQT. Pursuant to the Merger Agreement, on July 23, 2018, Merger Sub and GP Merger Sub merged with and into RMP and the RMP General Partner, respectively, with RMP and the RMP General Partner surviving as wholly-owned subsidiaries of EQM. Pursuant to the Merger Agreement, each RMP common unit issued and outstanding immediately prior to the effective time of the EQM-RMP Merger was converted into the right to receive 0.3319 EQM common units (the Merger Consideration), the issued and outstanding IDRs of RMP were canceled and each outstanding award of phantom units in respect of RMP common units fully vested and converted into the right to receive the Merger Consideration, less applicable tax withholding, in respect of each RMP common unit subject thereto. The aggregate Merger Consideration consisted of 33,975,777 EQM common units of which 9,544,530 EQM common units were received by an indirect wholly-owned subsidiary of EQT. As a result of the EQM-RMP Merger, RMP's common units are no longer publicly traded.

Drop-Down Transaction

On April 25, 2018, EQT, Rice Midstream Holdings LLC (Rice Midstream Holdings), a wholly-owned subsidiary of EQT, EQM and EQM Gathering Holdings, LLC (EQM Gathering), a wholly-owned subsidiary of EQM, entered into a Contribution and Sale Agreement pursuant to which EQM Gathering acquired from EQT all of EQT's interests in EQM Olympus, Strike Force and EQM WV in exchange for an aggregate of 5,889,282 EQM common units and aggregate cash consideration of approximately $1.15 billion. EQM Olympus owns a natural gas gathering system that gathers gas from wells located primarily in Belmont County, Ohio. Strike Force owns a 75% limited liability company interest in Strike Force Midstream LLC (Strike Force Midstream), which gathers gas from wells located primarily in Belmont and Monroe Counties, Ohio. The Drop-Down Transaction closed on May 22, 2018 with an effective date of May 1, 2018.

As a result of the recast associated with the EQM-RMP Merger and the Drop-Down Transaction, EQM recognized approximately $1,384.9 million of goodwill, all of which was allocated to two reporting units within the Gathering segment. The goodwill value was based on a valuation performed by EQT as of November 13, 2017 with regard to the Rice Merger. EQT recorded goodwill as the excess of the estimated enterprise value of RMP, EQM Olympus, Strike Force and EQM WV over the sum of the fair value amounts allocated to the assets and liabilities of RMP, EQM Olympus, Strike Force and EQM WV. Goodwill was attributed to additional perceived growth opportunities, synergies and operating leverage within the Gathering segment. Prior to the recast, EQM had no goodwill.

The following table summarizes the allocation of the fair value of the assets and liabilities of RMP, EQM Olympus, Strike Force and EQM WV as of November 13, 2017 through pushdown accounting from EQT, as well as certain measurement period adjustments made subsequent to EQT's initial valuation.

	Goodwill and Purchase Price Allocation
	(Thousands)
Estimated fair value of RMP, EQM Olympus, Strike Force[a] and EQM WV	$ 4,014,984
Estimated Fair Value of Assets Acquired and Liabilities Assumed:	
Current assets[b]	132,459
Intangible assets[c]	623,200
Property and equipment, net[d]	2,265,900
Other non-current assets	118
Current liabilities[b]	(117,124)
RMP $850 Million Facility[e]	(266,000)
Other non-current liabilities[e]	(9,323)
Total estimated fair value of assets acquired and liabilities assumed	2,629,230
Goodwill as of November 13, 2017[f]	1,385,754
Impairment of goodwill [g]	261,941
Goodwill as of December 31, 2018	1,123,813
Impairment of goodwill [h]	161,595
Goodwill as of September 30, 2019	$ 962,218

(a) Includes the estimated fair value attributable to noncontrolling interest in Strike Force of $166 million.

(b) The fair value of current assets and current liabilities was assumed to approximate their carrying values.

(c) The identifiable intangible assets for customer relationships were estimated by applying a discounted cash flow approach which was adjusted for customer attrition assumptions and projected market conditions.

(d) The estimated fair value of long-lived property and equipment were determined utilizing estimated replacement cost adjusted for a usage or obsolescence factor.

(e) The estimated fair value of long-term liabilities was determined utilizing observable market inputs where available or estimated based on their then current carrying values.

(f) Reflected the value of perceived growth opportunities, synergies and operating leverage anticipated through the acquisitions and ownership of the acquired gathering assets as of November 13, 2017.

(g) During its annual goodwill assessment for the year ended December 31, 2018, EQM determined that the carrying value of the RMP PA Gas Gathering (as defined in Note 3) reporting unit, which comprises the Pennsylvania gathering assets acquired in the Rice Merger, was greater than its fair value. As a result, EQM recognized an impairment to goodwill of approximately $261.9 million.

(h) As discussed above, during the third quarter of 2019, EQM identified impairment indicators that suggested the fair value of its goodwill was more likely than not below its carrying amount. As such, EQM performed an interim goodwill impairment assessment, which resulted in EQM recognizing an impairment to goodwill of approximately $261.3 million, of which $161.6 million was associated with its RMP PA Gas Gathering reporting unit. As of September 30, 2019, EQM's goodwill balance was reduced to $962.2 million, including $923.4 million and $38.8 million associated with RMP PA Gas Gathering and Rice Retained Midstream (as defined in Note 3), respectively. See Note 3 for further detail.

The Gulfport Transaction

On May 1, 2018, pursuant to the Purchase and Sale Agreement, dated April 25, 2018, by and among EQM, EQM Gathering, Gulfport Energy Corporation (Gulfport) and an affiliate of Gulfport, EQM Gathering acquired the remaining 25% limited liability company interest in Strike Force Midstream not then owned by Strike Force for $175 million (the Gulfport Transaction). As a result, EQM owned 100% of Strike Force Midstream effective as of May 1, 2018.

RMP and the entities part of the Drop-Down Transaction were businesses and the related acquisitions were transactions between entities under common control; therefore, EQM recorded the assets and liabilities of these entities at their carrying amounts to EQT on the date of the respective transactions. The difference between EQT's net carrying amount and the total

consideration paid to EQT was recorded as a capital transaction with EQT, which resulted in a reduction in equity. This portion of the consideration was recorded in financing activities in the statements of consolidated cash flows. EQM recast its consolidated financial statements to retrospectively reflect the EQM-RMP Merger and the Drop-Down Transaction for the periods the acquired businesses were under the common control of EQT; however, the consolidated financial statements are not necessarily indicative of the results of operations that would have occurred if EQM had owned the acquired businesses during the periods reported.

Divestitures

As discussed in Note 3, EQM incurred an $80.1 million impairment charge during the second quarter of 2019 associated with certain FERC-regulated low-pressure gathering pipelines. During the third quarter of 2019, EQM divested certain of its FERC-regulated low-pressure gathering pipelines associated with its Copley gathering system located in West Virginia. On August 14, 2019, Equitrans, L.P., a subsidiary of EQM, entered into a Purchase and Sale Agreement with Diversified Gas & Oil Corporation for the sale of the Copley gathering system (including approximately 530 miles of low-pressure gathering pipelines, four compressor stations and related assets) for a purchase price of $1,000, subject to certain post-closing adjustments and FERC approval. The initial transaction closed on September 26, 2019 in respect of non-certificated gathering assets comprising a portion of the Copley gathering system. The second transaction will be completed following FERC approval of the abandonment of the certificated assets, which is expected in the fourth quarter of 2019.

3. Impairments of Long-Lived Assets

Impairment of goodwill

Goodwill is evaluated for impairment at least annually and whenever events or changes in circumstance indicate that the fair value of a reporting unit is less than its carrying amount. EQM may perform either a qualitative assessment of potential impairment or proceed directly to a quantitative assessment of potential impairment. EQM's qualitative assessment of potential impairment may result in the determination that a quantitative impairment analysis is not necessary. Under this elective process, EQM assesses qualitative factors to determine whether the existence of events or circumstances leads EQM to determine that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If after assessing the totality of events or circumstances, EQM determines it is more likely than not that the fair value of a reporting unit is greater than its carrying amount, then a quantitative assessment is not required. However, if EQM concludes otherwise, a quantitative impairment analysis is performed.

If EQM chooses not to perform a qualitative assessment, or if it chooses to perform a qualitative assessment but is unable to qualitatively conclude that no impairment has occurred, then EQM will perform a quantitative assessment. In the case of a quantitative assessment, EQM estimates the fair value of the reporting unit with which the goodwill is associated and compares it to the carrying value. If the estimated fair value of a reporting unit is less than its carrying value, an impairment charge is recognized for the excess of the reporting unit's carrying value over its fair value.

The three reporting units to which EQM's goodwill is recorded are (i) the Ohio gathering assets acquired in the Rice Merger (Rice Retained Midstream), (ii) the Pennsylvania gathering assets acquired in the Rice Merger (RMP PA Gas Gathering) and (iii) the Ohio and West Virginia gathering assets acquired in the Bolt-on Acquisition (Eureka/Hornet, collectively with Rice Retained Midstream and RMP PA Gas Gathering, the Reporting Units). The Reporting Units earn a substantial portion of their revenues from volumetric-based fees, which are sensitive to changes in their customers' development plans.

During the third quarter of 2019, EQM identified impairment indicators in the form of significant declines in the unit price of EQM's common units and corresponding market capitalization, primarily as a result of continued suppressed natural gas prices and decreased producer drilling activity. Management considered these price effects and activity declines as indicators that the fair value of goodwill was more likely than not below the Reporting Units' carrying amount. As such, the performance of an interim goodwill impairment assessment was required.

In estimating the fair value of the Reporting Units, EQM used a combination of the income approach and the market approach. EQM used the income approach’s discounted cash flow method, which applies significant inputs not observable in the public market (Level 3), including estimates and assumptions related to the use of an appropriate discount rate, future throughput volumes, operating costs, capital spending and changes in working capital. EQM used the market approach’s comparable company method and reference transaction method. The comparable company method evaluates the value of a company using metrics of other businesses of similar size and industry. The reference transaction method evaluates the value of a company based on pricing multiples derived from similar transactions entered into by similar companies.

During the third quarter of 2019, EQM determined that the fair value of Rice Retained Midstream was greater than its carrying value; however, the carrying values of RMP PA Gas Gathering and Eureka/Hornet were each greater than their respective fair values. As a result, EQM recognized impairment of goodwill of $161.6 million and $99.7 million on RMP PA Gas Gathering and Eureka/Hornet, respectively. The non-cash impairment charge is included in the impairments of long-lived assets line on EQM's statements of consolidated operations. As of September 30, 2019, EQM’s goodwill balance was reduced to $962.2 million, including $923.4 million and $38.8 million associated with RMP PA Gas Gathering and Rice Retained Midstream, respectively.

Impairment of long-lived assets and intangible assets

EQM evaluates long-lived assets, including related intangibles, for impairment when events or changes in circumstances indicate, in management's judgment, that the carrying value of such assets may not be recoverable. Asset recoverability is measured by comparing the carrying value of the asset or asset group with its expected future pre-tax undiscounted cash flows. These cash flow estimates require EQM to make projections and assumptions for many years into the future for pricing, demand, competition, operating cost and other factors. If the carrying amount exceeds the expected future undiscounted cash flows, EQM recognizes an impairment equal to the excess of net book value over fair value as determined by quoted market prices in active markets or present value techniques if quotes are unavailable. The determination of the fair value using present value techniques requires EQM to make projections and assumptions regarding the probability of a range of outcomes and the rates of interest used in the present value calculations. Any changes EQM makes to these projections and assumptions could result in significant revisions to its evaluation of recoverability of its property, plant and equipment and the recognition of additional impairments.

During the third quarter of 2019, EQM performed a recoverability test due to the triggering events described in the goodwill impairment summary above. As a result of the recoverability test, management determined that the carrying value of certain long-lived assets associated with Eureka/Hornet were not recoverable. The assets deemed not recoverable were customer-related intangible assets associated with Hornet Midstream, an asset group within Eureka/Hornet, that were acquired as part of the Bolt-on Acquisition. EQM estimated the fair value of the Hornet-related intangible assets and determined that the fair value was not in excess of the assets’ carrying value, which resulted in an impairment charge of approximately $36.4 million related to certain of such intangible assets within EQM's Gathering segment. The non-cash impairment charge is included in the impairments of long-lived assets line on the statements of consolidated operations.

During the second quarter of 2019, EQM reassessed its asset groupings for its regulated pipelines due to certain regulatory ratemaking policy changes affecting the regulated pipelines, changes in strategic focus and plans for segmentation of operations. Prior to the second quarter of 2019, EQM defined its regulated asset grouping to include the FERC-regulated transmission and storage assets, integrated with the low-pressure assets due to overlapping operations, shared costs structure and similar ratemaking structures. During the second quarter, EQM reached a settlement related to its FERC Form 501-G report, which was focused solely on EQM's FERC-regulated transmission and storage assets. The settlement further differentiated the rate structures, which are primarily negotiated rates for the FERC-regulated transmission assets versus the tariff-based rate structure for the FERC-regulated low-pressure gathering assets. Further, management increased its operational focus and emphasis on high-pressure gathering assets as illustrated by the consummation of the Bolt-on Acquisition. As a result of these regulatory changes and shift in operational focus, beginning with the second quarter of 2019, EQM groups its FERC-regulated assets in two asset groupings: FERC-regulated transmission and storage assets and FERC-regulated low-pressure gathering assets. Upon the change in asset grouping, management evaluated whether any indicators of impairment were present and in conjunction with the evaluation, EQM determined that the carrying values for the non-core FERC-regulated low-pressure gathering assets exceeded their undiscounted cash flows. Additionally, following the settlement related to the FERC Form 501-G report, management does not currently plan to seek to recover the deficient cash flows through a future rate proceeding. EQM therefore estimated the fair values of FERC-related low-pressure gathering assets and determined that their

fair values were not in excess of the assets' carrying values, which resulted in recognized impairments of property and equipment of approximately $80.1 million related to the assets within EQM's Gathering segment. As a result of the impairment, the assets carry no book value. The non-cash impairment charge is included in the impairments of long-lived assets line on EQM's statements of consolidated operations for the nine months ended September 30, 2019. See Note 2 for a discussion on the divestiture of certain of EQM's low-pressure gathering assets.

4. Leases

As discussed in Note 1, EQM adopted ASU 2016-02, ASU 2018-11 and ASU 2019-01 on January 1, 2019 (the Adoption Date) using the optional transition method of adoption.

EQM elected a package of practical expedients that allows an entity to not reassess (i) whether a contract is or contains a lease, (ii) lease classification and (iii) initial direct costs. In addition, EQM elected the following practical expedients: (i) to not reassess certain land easements, (ii) to not apply the recognition requirements under the standard to short-term leases and (iii) to combine and account for lease and nonlease contract components as a lease, which requires the capitalization of fixed nonlease payments on the Adoption Date or lease effective date and the recognition of variable nonlease payments as variable lease expense. Nonlease payments include payments for property taxes and other operating and maintenance expenses incurred by the lessor but payable by EQM in connection with the leasing arrangement.

On the Adoption Date, EQM recorded on its consolidated balance sheets an operating lease right-of-use asset and a corresponding operating lease liability of $2.3 million, reflecting the present value of future lease payments on EQM's facility and compressor lease contracts. The discount rate used to determine present value, referred to as the incremental borrowing rate, was based on the rate of interest that EQM estimated it would have to pay to borrow (on a collateralized-basis over a similar term) an amount equal to the lease payments in a similar economic environment as of the Adoption Date. EQM is required to reassess the incremental borrowing rate for any new and modified lease contracts as of the contract effective date. Adoption of the standard did not require an adjustment to the opening balance of retained earnings. As of the Adoption Date and September 30, 2019, EQM had no lease contracts classified as financing leases and was neither a lessor nor party to a subleasing arrangement.

In connection with the Shared Assets Transaction discussed in Note 2, on March 31, 2019, Equitrans Midstream assigned to EQM two lease agreements that support EQM operations (the Shared Leases Assignment), one of which provides rights to a facility and the other to a compressor station. As a result of the Shared Leases Assignment, EQM recorded $33.0 million of right-of-use assets and corresponding operating lease liabilities.

In addition, in connection with the Bolt-on Acquisition discussed in Note 2, EQM acquired 10 compressor leases and one facilities lease for which it recorded approximately $1.7 million and $3.0 million in operating lease expenses during the three and nine months ended September 30, 2019, respectively. EQM recorded operating lease right-of-use assets and a corresponding operating lease liability of approximately $20.0 million for these acquired leases.

The following table summarizes operating lease cost for the three and nine months ended September 30, 2019.

	Three Months Ended September 30, 2019	Nine Months Ended September 30, 2019
	(Thousands)	
Operating lease cost	$ 2,838	$ 6,987
Short-term lease cost	1,473	3,353
Variable lease cost	100	112
Total lease cost	$ 4,411	$ 10,452

Operating lease expense related to EQM's compressor lease contracts and facility lease contracts is reported in operating and maintenance expense and selling, general and administrative expense, respectively, on EQM's statements of consolidated operations.

For the three and nine months ended September 30, 2019, cash paid for operating lease liabilities was $2.5 million and $6.3 million, respectively, which was reported in cash flows provided by operating activities on EQM's statements of consolidated cash flows.

The operating lease right-of-use assets are reported in other assets and the current and noncurrent portions of the operating lease liabilities are reported in accrued liabilities and regulatory and other long-term liabilities, respectively, on the consolidated balance sheets. As of September 30, 2019, the operating lease right-of-use assets were $52.4 million and operating lease

liabilities were $53.4 million, of which $10.1 million was classified as current. As of September 30, 2019, the weighted average remaining lease term was 8 years and the weighted average discount rate was 5.4%.

Schedule of Operating Lease Liability Maturities. The following table summarizes undiscounted cash flows owed by EQM to lessors pursuant to contractual agreements in effect as of September 30, 2019 and related imputed interest. The majority of EQM's lease agreements have multiple renewal periods at EQM's option; however, because none of the renewal periods are reasonably assured to be exercised, the associated operating lease payments have not been included in the table below.

	September 30, 2019
	(Thousands)
2019	$ 3,218
2020	12,168
2021	9,913
2022	7,694
2023	5,607
2024	3,966
Thereafter	24,728
Total	67,294
Less: imputed interest	13,926
Present value of operating lease liability	$ 53,368

5. Equity

The following table summarizes changes in EQM's Series A Preferred Units, common units and Class B units, each representing limited partner interests in EQM, and general partner units during the year ended December 31, 2018 and from January 1, 2019 through September 30, 2019.

	Limited Partner Interests				
	Series A Preferred Units	Common Units	Class B Units	General Partner Units	Total
Balance at January 1, 2018	—	80,581,758	—	1,443,015	82,024,773
Common units issued [1]	—	10,821	—	—	10,821
Drop-Down Transaction consideration	—	5,889,282	—	—	5,889,282
Common units issued in the EQM-RMP Merger	—	33,975,777	—	—	33,975,777
Balance at December 31, 2018	—	120,457,638	—	1,443,015	121,900,653
Unit cancellation	—	(8)	—	—	(8)
EQM IDR Transaction [2]	—	80,000,000	7,000,000	(1,443,015)	85,556,985
Issuance of Series A Preferred Units	24,605,291	—	—	—	24,605,291
Balance at September 30, 2019	24,605,291	200,457,630	7,000,000	—	232,062,921

(1) Units issued upon the resignation of a member of the Board of Directors of EQM's general partner.

(2) In exchange for the cancellation of the EQM IDRs, EQM issued 87,000,000 EQM common units (the Exchange Consideration) to the Former EQM General Partner. At the effective time of the EQM IDR Merger, (i) the Exchange Consideration held by the Former EQM General Partner was canceled, (ii) 80,000,000 EQM common units and 7,000,000 Class B units were issued on a pro rata basis to certain affiliates of Equitrans Midstream, and (iii) 21,811,643 EQM common units held by EQGP were canceled and 21,811,643 EQM common units were issued pro rata to certain affiliates of Equitrans Midstream.

As of September 30, 2019, Equitrans Gathering Holdings, LLC (Equitrans Gathering Holdings), EQM GP Corporation (EQM GP Corp) and Equitrans Midstream Holdings, LLC (EMH), each a wholly-owned subsidiary of Equitrans Midstream, held 89,505,616, 89,536 and 27,650,303 EQM common units, respectively. Additionally, Equitrans Gathering Holdings, EQM GP Corp and EMH held 6,153,907, 6,155 and 839,938 Class B units, respectively. As of September 30, 2019, Equitrans Midstream owned, directly or indirectly, 117,245,455 EQM common units and 7,000,000 Class B units (collectively representing, after taking into account the Series A Preferred Units issued in the Private Placement on an as-converted basis, a 53.5% limited

partner interest in EQM) and the entire non-economic general partner interest in EQM, while the public owned a 46.5% limited partner interest in EQM.

Class B Units

As discussed above and in Note 1, in February 2019, EQM issued 7,000,000 Class B units representing a new class of limited partner interests in EQM as partial consideration for the EQM IDR Transaction. The Class B units are substantially similar in all respects to EQM's common units, except that the Class B units are not entitled to receive distributions of available cash until the applicable Class B unit conversion date (or, if earlier, a change of control). The Class B units are divided into three tranches, with the first tranche of 2,500,000 Class B units becoming convertible at the holder's option into EQM common units on April 1, 2021, the second tranche of 2,500,000 Class B units becoming convertible at the holder's option into EQM common units on April 1, 2022, and the third tranche of 2,000,000 Class B units becoming convertible at the holder's option into EQM common units on April 1, 2023 (each, a Class B unit conversion date). Additionally, the Class B units will become convertible at the holder's option into EQM common units immediately before a change of control of EQM. After the applicable Class B unit conversion date (or, if earlier, a change of control), whether or not such Class B units have been converted into EQM common units, the Class B units will participate pro rata with the EQM common units in distributions of available cash.

The holders of Class B units vote together with the holders of EQM common units as a single class, except that Class B units owned by the general partner of EQM and its affiliates are excluded from voting if EQM common units owned by such parties are excluded from voting. Holders of Class B units are entitled to vote as a separate class on any matter that adversely affects the rights or preferences of the Class B units in relation to other classes of EQM partnership interests in any material respect or as required by law.

Series A Preferred Units

As discussed in Note 1, in March 2019, EQM entered into the Preferred Unit Purchase Agreement with certain investors to issue and sell in the Private Placement an aggregate of 24,605,291 Series A Preferred Units representing limited partner interests in EQM for a cash purchase price of $48.77 per Series A Preferred Unit, resulting in total gross proceeds of approximately $1.2 billion. The net proceeds from the Private Placement were used in part to fund the purchase price in the Bolt-on Acquisition and to pay certain fees and expenses related to the Bolt-on Acquisition, and the remainder was used for general partnership purposes. The Private Placement closed concurrently with the closing of the Bolt-on Acquisition on April 10, 2019.

The Series A Preferred Units rank senior to all common units and Class B units representing limited partner interests in EQM with respect to distribution rights and rights upon liquidation. The Series A Preferred Units vote on an as-converted basis with the EQM common units and Class B units and have certain other class voting rights with respect to any amendment to EQM's partnership agreement or its certificate of limited partnership that would be adverse (other than in a *de minimis* manner) to any of the rights, preferences or privileges of the Series A Preferred Units.

The holders of the Series A Preferred Units are entitled to receive cumulative quarterly distributions at a rate of $1.0364 per Series A Preferred Unit for the first twenty distribution periods, and thereafter the quarterly distributions on the Series A Preferred Units will be an amount per Series A Preferred Unit for such quarter equal to (i) the Series A Preferred Unit purchase price of $48.77 per such unit, multiplied by (ii) a percentage equal to the sum of (A) the greater of (x) the 3-month LIBOR as of the second London banking day prior to the beginning of the applicable quarter and (y) 2.59%, and (B) 6.90%, multiplied by (iii) 25%. EQM will not be entitled to pay any distributions on any junior securities, including any EQM common units, prior to paying the quarterly distributions payable to the holders of Series A Preferred Units, including any previously accrued and unpaid distributions.

Each holder of the Series A Preferred Units may elect to convert all or any portion of the Series A Preferred Units owned by it into EQM common units initially on a one-for-one basis, subject to customary anti-dilution adjustments and an adjustment for any distributions that have accrued but have not been paid when due and partial period distributions, at any time (but not more often than once per fiscal quarter) after April 10, 2021 (or earlier upon the liquidation, dissolution or winding up of EQM), provided that any conversion is for at least $30 million (calculated based on the closing price of the EQM common units on the trading day preceding notice of conversion) or such lesser amount if such conversion relates to all of a holder's remaining Series A Preferred Units.

EQM may elect to convert all or any portion of the Series A Preferred Units into EQM common units at any time (but not more often than once per quarter) after April 10, 2021 if (i) the common units are listed for, or admitted to, trading on a national securities exchange, (ii) the closing price per common unit on the national securities exchange on which the common units are listed for, or admitted to, trading exceeds 140% of the Series A Preferred Unit purchase price of $48.77 per such unit for the 20 consecutive trading days immediately preceding notice of the conversion, (iii) the average daily trading volume of the common

units on the national securities exchange on which the common units are listed for, or admitted to, trading exceeds 500,000 common units for the 20 consecutive trading days immediately preceding notice of the conversion, (iv) EQM has an effective registration statement on file with the SEC covering resales of the common units to be received by such holders upon any such conversion and (v) EQM has paid all accrued quarterly distributions in cash to the holders. In addition, upon certain events involving a change in control, the holders of Series A Preferred Units may elect, among other potential elections, to convert their preferred units into EQM common units at a certain conversion rate.

6. Financial Information by Business Segment

EQM reports its operations in three segments that reflect its three lines of business: Gathering, Transmission and Water. Gathering includes EQM's high-pressure gathering lines and FERC-regulated low-pressure gathering lines; Transmission includes EQM's FERC-regulated interstate pipelines and storage system; and Water consists of EQM's water pipelines, impoundment facilities, pumping stations, take point facilities and measurement facilities.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2018	2019	2018
	(Thousands)			
Revenues from customers:				
Gathering	$ 299,491	$ 252,861	$ 847,038	$ 731,440
Transmission	87,299	89,350	289,926	285,429
Water	21,644	22,373	67,419	93,438
Total operating revenues	$ 408,434	$ 364,584	$ 1,204,383	$ 1,110,307
Operating (loss) income:				
Gathering [(a)]	$ (98,489)	$ 177,902	$ 177,720	$ 510,755
Transmission	59,690	58,691	207,684	198,784
Water	7,722	(3,093)	18,980	35,627
Total operating (loss) income	$ (31,077)	$ 233,500	$ 404,384	$ 745,166
Reconciliation of operating (loss) income to net (loss) income:				
Equity income [(b)]	$ 44,448	$ 16,087	$ 112,293	$ 35,836
Other income	337	1,345	4,506	3,193
Net interest expense	53,923	41,005	152,996	76,740
Net (loss) income	$ (40,215)	$ 209,927	$ 368,187	$ 707,455

(a) Impairments of long-lived assets of $298.7 million and $378.8 million for the three and nine months ended September 30, 2019, respectively, were included in Gathering operating (loss) income. See Note 3 for further information.

(b) Equity income is included in the Transmission segment.

	September 30, 2019	December 31, 2018
	(Thousands)	
Segment assets:		
Gathering	$ 7,949,204	$ 6,011,654
Transmission [(a)]	3,801,905	3,066,659
Water	198,672	237,602
Total operating segments	11,949,781	9,315,915
Headquarters, including cash	204,256	140,206
Total assets	$ 12,154,037	$ 9,456,121

(a) The equity investment in the MVP Joint Venture is included in the Transmission segment.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2018	2019	2018
	(Thousands)			
Depreciation:				
Gathering	$ 38,943	$ 25,359	$ 104,502	$ 72,309
Transmission	13,347	12,357	38,474	37,228
Water	6,907	5,851	19,801	17,420
Total	$ 59,197	$ 43,567	$ 162,777	$ 126,957
Expenditures for segment assets:				
Gathering[(a)(b)]	$ 272,138	$ 194,477	$ 745,053	$ 515,072
Transmission[(c)]	16,296	37,626	46,287	84,517
Water	13,466	7,981	31,490	17,358
Total[(d)]	$ 301,900	$ 240,084	$ 822,830	$ 616,947

(a) Includes approximately $0.3 million and $58.9 million for the three and nine months ended September 30, 2019, respectively, related to non-operating assets acquired from Equitrans Midstream in the Shared Assets Transaction that primarily support EQM's gathering activities.

(b) Includes approximately $6.7 million and $17.6 million of capital expenditures related to noncontrolling interests in Eureka Midstream for the three and nine months ended September 30, 2019, respectively.

(c) Transmission capital expenditures do not include capital contributions made to the MVP Joint Venture for the MVP and MVP Southgate projects of approximately $211.7 million and $263.2 million for the three months ended September 30, 2019 and 2018, respectively, and approximately $512.9 million and $446.0 million for the nine months ended September 30, 2019 and 2018, respectively.

(d) EQM accrues capital expenditures when the work has been completed but the associated bills have not yet been paid. Accrued capital expenditures are excluded from the statements of consolidated cash flows until they are paid. Accrued capital expenditures were approximately $115.5 million, $110.8 million and $108.9 million at September 30, 2019, June 30, 2019 and December 31, 2018, respectively. Accrued capital expenditures were approximately $91.3 million, $84.6 million and $90.7 million at September 30, 2018, June 30, 2018 and December 31, 2017, respectively. On April 10, 2019, as a result of the Bolt-on Acquisition, EQM assumed $8.8 million of Eureka Midstream accrued capital expenditures.

7. Revenue from Contracts with Customers

For the three and nine months ended September 30, 2019 and 2018, all revenues recognized on EQM's statements of consolidated operations are from contracts with customers. As of September 30, 2019 and December 31, 2018, all receivables recorded on EQM's consolidated balance sheets represent performance obligations that have been satisfied and for which an unconditional right to consideration exists.

Summary of Disaggregated Revenues. The tables below provide disaggregated revenue information by business segment.

	Three Months Ended September 30, 2019			
	Gathering	Transmission	Water	Total
	(Thousands)			
Firm reservation fee revenues	$ 154,791	$ 81,990	$ —	$ 236,781
Volumetric-based fee revenues	144,700	5,309	—	150,009
Water services revenues	—	—	21,644	21,644
Total operating revenues	$ 299,491	$ 87,299	$ 21,644	$ 408,434

	Three Months Ended September 30, 2018			
	Gathering	Transmission	Water	Total
	(Thousands)			
Firm reservation fee revenues	$ 112,598	$ 82,669	$ —	$ 195,267
Volumetric-based fee revenues	140,263	6,681	—	146,944
Water services revenues	—	—	22,373	22,373
Total operating revenues	$ 252,861	$ 89,350	$ 22,373	$ 364,584

	Nine Months Ended September 30, 2019			
	Gathering	Transmission	Water	Total
	(Thousands)			
Firm reservation fee revenues	$ 431,520	$ 263,051	$ —	$ 694,571
Volumetric-based fee revenues	415,518	26,875	—	442,393
Water services revenues	—	—	67,419	67,419
Total operating revenues	$ 847,038	$ 289,926	$ 67,419	$ 1,204,383

	Nine Months Ended September 30, 2018			
	Gathering	Transmission	Water	Total
	(Thousands)			
Firm reservation fee revenues	$ 334,233	$ 262,666	$ —	$ 596,899
Volumetric-based fee revenues	397,207	22,763	—	419,970
Water services revenues	—	—	93,438	93,438
Total operating revenues	$ 731,440	$ 285,429	$ 93,438	$ 1,110,307

Summary of Remaining Performance Obligations. The following table summarizes the transaction price allocated to EQM's remaining performance obligations under all contracts with firm reservation fees and MVCs as of September 30, 2019.

	2019[(a)]	2020	2021	2022	2023	Thereafter	Total
	(Thousands)						
Gathering firm reservation fees	$ 124,735	$ 512,126	$ 586,691	$ 591,430	$ 590,342	$ 2,152,476	$ 4,557,800
Gathering revenues supported by MVCs	41,341	133,969	153,065	153,065	152,242	626,548	1,260,230
Transmission firm reservation fees	92,853	348,324	374,627	370,617	332,393	2,731,561	4,250,375
Total	$ 258,929	$ 994,419	$ 1,114,383	$ 1,115,112	$ 1,074,977	$ 5,510,585	$ 10,068,405

(a) October 1, 2019 through December 31, 2019.

Based on total projected contractual revenues, including projected contractual revenues from future capacity expected from expansion projects that are not yet fully constructed for which EQM has executed firm contracts, EQM's firm gathering contracts and firm transmission and storage contracts had weighted average remaining terms of approximately 11 years and 14 years, respectively, as of September 30, 2019.

8. Related Party Transactions

Pursuant to the ETRN Omnibus Agreement, Equitrans Midstream performs centralized corporate, general and administrative services for EQM. In exchange, EQM reimburses Equitrans Midstream for the expenses incurred by Equitrans Midstream in providing these services. In connection with the entry into the Assignment and Bill of Sale, the ETRN Omnibus Agreement was amended and restated, to, among other things, govern Equitrans Midstream's use, and payment for such use, of the acquired

assets following their conveyance to EQM. Pursuant to a secondment agreement, employees of Equitrans Midstream and its affiliates may be seconded to EQM to provide operating and other services with respect to EQM's business under the direction, supervision and control of EQM. EQM reimburses Equitrans Midstream and its affiliates for the services provided by the seconded employees. The expenses for which EQM reimburses Equitrans Midstream and its affiliates may not necessarily reflect the actual expenses that EQM would incur on a stand-alone basis. EQM is unable to estimate what those expenses would be on a stand-alone basis.

Equitrans Midstream is generally responsible for the surviving obligations of EQT under certain omnibus agreements pursuant to the Separation and Distribution Agreement.

As of September 30, 2019, EQT remained a related party following the Separation due to its 19.9% ownership interest in Equitrans Midstream. In the ordinary course of business, EQM engaged, and continues to engage, in transactions with EQT and its affiliates, including, but not limited to and as applicable, gathering agreements, transportation service and precedent agreements, storage agreements and water services agreements.

9. Investment in Unconsolidated Entity

The MVP Joint Venture is constructing the Mountain Valley Pipeline (MVP), an estimated 300-mile natural gas interstate pipeline that will span from northern West Virginia to southern Virginia. EQM is the operator of the MVP and owned a 45.5% interest in the MVP project as of September 30, 2019. The MVP Joint Venture is a variable interest entity because it has insufficient equity to finance its activities during the construction stage of the project. EQM is not the primary beneficiary of the MVP Joint Venture because it does not have the power to direct the activities that most significantly affect the MVP Joint Venture's economic performance. Certain business decisions, such as decisions to make distributions of cash, require a greater than 66 2/3% ownership interest approval, and no one member owns more than a 66 2/3% interest.

In April 2018, the MVP Joint Venture announced the MVP Southgate project, a proposed 70-mile interstate pipeline that will extend from the MVP at Pittsylvania County, Virginia to new delivery points in Rockingham and Alamance Counties, North Carolina. As of September 30, 2019, EQM owned a 47.2% interest in the MVP Southgate project and will operate the pipeline.

In September 2019, the MVP Joint Venture issued a capital call notice for the funding of the MVP project to MVP Holdco, LLC (MVP Holdco), a direct, wholly-owned subsidiary of EQM, for $254.9 million, of which $68.8 million was paid in October 2019 and $123.9 million and $62.2 million is expected to be paid in November 2019 and December 2019, respectively. In addition, in August 2019, the MVP Joint Venture issued a capital call notice for the funding of the MVP Southgate project to MVP Holdco for $6.2 million, of which $1.6 million was paid in October 2019 and $1.8 million and $2.8 million is expected to be paid in November 2019 and December 2019, respectively. The capital contributions payable and the corresponding increase to the investment balance are reflected on the consolidated balance sheet as of September 30, 2019.

The interests in MVP and MVP Southgate are equity method investments for accounting purposes because EQM has the ability to exercise significant influence, but not control, over the MVP Joint Venture's operating and financial policies. Accordingly, EQM records adjustments to the investment balance for contributions to or distributions from the MVP Joint Venture and for EQM's pro-rata share of MVP Joint Venture earnings.

Equity income, which is primarily related to EQM's pro-rata share of the MVP Joint Venture's AFUDC on the construction of the MVP, is reported in equity income in EQM's statements of consolidated operations.

Pursuant to the MVP Joint Venture's limited liability company agreement, MVP Holdco is obligated to provide performance assurances, which may take the form of a guarantee from EQM (provided that EQM's debt is rated as investment grade in accordance with the requirements of the MVP Joint Venture's limited liability company agreement), a letter of credit or cash collateral, in favor of the MVP Joint Venture to provide assurance as to the funding of MVP Holdco's proportionate share of the construction budget for the MVP project. In January 2019, EQM issued a performance guarantee in an amount equal to 33% of EQM's proportionate share of the then-remaining construction budget for the MVP project, which was approximately $261 million at the time of issuance. As of September 30, 2019, EQM's performance guarantee was restated to approximately $211 million, adjusted for capital contributions made during the third quarter of 2019. In October 2019, EQM issued a replacement performance guarantee in an amount equal to approximately $256 million based on the updated construction budget for the MVP project.

In addition, pursuant to the MVP Joint Venture's limited liability company agreement, MVP Holdco is obligated to provide performance assurances in respect of MVP Southgate, which performance assurances may take the form of a guarantee from EQM (provided that EQM's debt is rated as investment grade in accordance with the requirements of the MVP Joint Venture's limited liability company agreement), a letter of credit or cash collateral. In February 2019, EQM issued a performance guarantee of $14 million in favor of the MVP Joint Venture for the MVP Southgate project. Upon the FERC's initial release to

begin construction of the MVP Southgate project, EQM's current MVP Southgate performance guarantee will be terminated, and EQM will be obligated to issue a new guarantee (or provide another allowable form of performance assurance) in an amount equal to 33% of MVP Holdco's proportionate share of the remaining capital obligations for the MVP Southgate project under the applicable construction budget.

As of September 30, 2019, EQM's maximum financial statement exposure related to the MVP Joint Venture was approximately $2,191 million, which consists of the investment in unconsolidated entity balance on the consolidated balance sheet as of September 30, 2019, net of capital contributions payable, and amounts that could have become due under EQM's performance guarantees as of that date.

The following tables summarize the unaudited condensed consolidated financial statements of the MVP Joint Venture.

Condensed Consolidated Balance Sheets

	September 30, 2019	December 31, 2018
	(Thousands)	
Current assets	$ 507,736	$ 687,657
Non-current assets	4,735,119	3,223,220
Total assets	$ 5,242,855	$ 3,910,877
Current liabilities	$ 468,011	$ 617,355
Non-current liabilities	2,416	—
Equity	4,772,428	3,293,522
Total liabilities and equity	$ 5,242,855	$ 3,910,877

Condensed Statements of Consolidated Operations

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2018	2019	2018
	(Thousands)			
Environmental remediation reserve	$ (516)	$ —	$ (2,682)	$ —
Other income	1,165	1,923	5,863	3,200
Net interest income	29,100	10,036	73,035	22,674
AFUDC - equity	67,902	23,416	170,416	52,905
Net income	$ 97,651	$ 35,375	$ 246,632	$ 78,779

10. Debt

$3 Billion Facility. On October 31, 2018, EQM amended and restated its unsecured revolving credit facility to increase the borrowing capacity from $1 billion to $3 billion and extend the term to October 2023 (the $3 Billion Facility). The $3 Billion Facility is available for general partnership purposes, including to purchase assets, and to fund working capital requirements and capital expenditures, pay distributions and repurchase units. Subject to satisfaction of certain conditions, the $3 Billion Facility has an accordion feature that allows EQM to increase the available borrowings under the facility by up to an additional $750 million. The $3 Billion Facility has a sublimit of up to $250 million for same-day swing line advances and a sublimit of up to $400 million for letters of credit. In addition, EQM has the ability to request that one or more lenders make available term loans under the $3 Billion Facility, subject to the satisfaction of certain conditions. As of September 30, 2019, no term loans were outstanding under the $3 Billion Facility. Such term loans would be secured by cash and qualifying investment grade securities.

EQM's $3 Billion Facility contains negative covenants that, among other things, limit restricted payments, the incurrence of debt, dispositions, mergers and fundamental changes, and transactions with affiliates. In addition, the $3 Billion Facility contains events of default such as insolvency, nonpayment of scheduled principal or interest obligations, change of control and cross-default related to the acceleration or default of certain other financial obligations. Under the $3 Billion Facility, as of the end of each fiscal quarter, EQM is required to maintain a consolidated leverage ratio of not more than 5.00 to 1.00 (or not more than 5.50 to 1.00 for certain measurement periods following the consummation of certain acquisitions).

As of September 30, 2019, EQM had approximately $265 million of borrowings outstanding and $1 million of letters of credit outstanding under the $3 Billion Facility. As of December 31, 2018, EQM had approximately $625 million of borrowings outstanding and $1 million of letters of credit outstanding under the $3 Billion Facility. During the three and nine months ended September 30, 2019, the maximum amount of EQM's outstanding borrowings under the $3 Billion Facility at any time was approximately $1.7 billion and the average daily balances were approximately $865 million and $950 million, respectively. EQM incurred interest at weighted average annual interest rates of approximately 3.7% and 3.8% for the three and nine months ended September 30, 2019, respectively. During the three and nine months ended September 30, 2018, the maximum amounts of EQM's outstanding borrowings under the $3 Billion Facility at any time were approximately $74 million and $420 million, respectively, and the average daily balances were approximately $22 million and $147 million, respectively. EQM incurred interest at weighted average annual interest rates of approximately 3.7% and 3.2% for the three and nine months ended September 30, 2018, respectively.

2019 EQM Term Loan Agreement. In August 2019, EQM entered into a term loan agreement that provided for unsecured term loans in an aggregate principal amount of $1.4 billion (the 2019 EQM Term Loan Agreement). The initial term loans provided under the 2019 EQM Term Loan Agreement mature in August 2022. EQM received net proceeds from the issuance of the initial term loans under the 2019 EQM Term Loan Agreement of $1,397.4 million, inclusive of estimated debt issuance costs of $2.6 million. The net proceeds were primarily used to repay borrowings under the $3 Billion Facility and the remainder was used for general partnership purposes. The 2019 EQM Term Loan Agreement provides EQM with the right to request incremental term loans in an aggregate amount of up to $300 million, subject to, among other things, obtaining additional commitments from existing lenders or commitments from new lenders. EQM had $1.4 billion of borrowings outstanding under the 2019 EQM Term Loan Agreement as of September 30, 2019. During the applicable portions of the two months ended September 30, 2019, the weighted average annual interest rate for the period was approximately 3.6%.

The 2019 EQM Term Loan Agreement contains certain negative covenants, that, among other things, limit the ability of EQM and certain of its subsidiaries to incur or permit liens on assets, establish a maximum consolidated leverage ratio of not more than 5.00 to 1.00 (or not more than 5.50 to 1.00 for certain measurement periods following the consummation of certain acquisitions) tested as of the end of each fiscal quarter, and limit transactions with affiliates, mergers and other fundamental changes, asset dispositions, and the incurrence of new debt, in each case and as applicable, subject to certain specified exceptions. The 2019 EQM Term Loan Agreement also contains certain specified events of default, including, among others, failure to make certain payments (subject to specified grace periods in some cases), failure to observe covenants (subject to specified grace periods in some cases), cross-defaults to certain other material debt, certain specified insolvency or bankruptcy events and the occurrence of a change of control event, in each case, the occurrence of which would allow the lenders to accelerate EQM's payment obligations under the 2019 EQM Term Loan Agreement.

Eureka Credit Facility. Eureka Midstream, LLC (Eureka), a wholly-owned subsidiary of Eureka Midstream, has a $400 million senior secured revolving credit facility, which is available for general business purposes, including financing maintenance and expansion capital expenditures related to the Eureka system and providing working capital for Eureka’s operations (the Eureka Credit Facility). Subject to satisfaction of certain conditions, the Eureka Credit Facility has an accordion feature that allows Eureka to increase the available borrowings under the facility by an additional $100 million to an aggregate $500 million of total commitments.

Under the terms of the Eureka Credit Facility, Eureka can obtain base rate loans or Eurodollar rate loans. Base rate loans are denominated in dollars and bear interest at an adjusted base rate, which was equal to the higher of (i) JPMorgan Chase Bank, N.A.'s prime rate, (ii) the one-month Adjusted Eurodollar Rate (as defined in the Eureka Credit Facility credit agreement) plus 1.0% or (iii) the Federal Funds effective rate plus 0.5% per annum; plus the Applicable Margin, as described below. Eurodollar rate loans bear interest at the Adjusted Eurodollar Rate per annum, which rate is to be determined by the administrative agent pursuant to a prescribed calculation based on the ICE Benchmark Administration LIBOR Rate plus the Applicable Margin. The Applicable Margin ranged from 0.75% to 2.0% in the case of base rate loans and from 1.75% to 3.0% in the case of Eurodollar loans, in each case, depending on the amount of the loan outstanding in relation to the borrowing base.

The Eureka Credit Facility contains negative covenants that, among other things, limit restricted payments, the incurrence of debt, dispositions, mergers and fundamental changes, securities issuances, and transactions with affiliates. In addition, the Eureka Credit Facility contains events of default such as insolvency, nonpayment of scheduled principal or interest obligations, loss of material contracts, change of control and cross-default related to the acceleration or default of certain other financial obligations. Under the Eureka Credit Facility, Eureka is required to maintain a consolidated leverage ratio of not more than 4.75 to 1.00 (or not more than 5.25 to 1.00 for certain measurement periods following the consummation of certain acquisitions). Additionally, as of the end of any fiscal quarter, Eureka will not permit the ratio of consolidated EBITDA (as defined in the Eureka Credit Facility) for the four fiscal quarters then ending to consolidated interest charges to be less than 2.50 to 1.00.

As of September 30, 2019, Eureka had approximately $293 million of borrowings outstanding under the Eureka Credit Facility. For the three months ended September 30, 2019 and for the period from April 10, 2019 through September 30, 2019, the maximum amount of outstanding borrowings under the Eureka Credit Facility at any time was approximately $293 million for both periods, the average daily balances were approximately $293 million and $285 million, respectively, and Eureka incurred interest at a weighted average annual interest rate of approximately 4.3% for both periods.

2018 EQM Term Loan Facility. On April 25, 2018, EQM entered into a $2.5 billion unsecured multi-draw 364-day term loan facility with a syndicate of lenders (the 2018 EQM Term Loan Facility). The 2018 EQM Term Loan Facility was used to fund the cash consideration for the Drop-Down Transaction, to repay borrowings under EQM's then-existing revolving credit facility and for other general partnership purposes. In connection with EQM's issuance of the 2018 Senior Notes (defined below), on June 25, 2018, the balance outstanding under the 2018 EQM Term Loan Facility was repaid and the 2018 EQM Term Loan Facility was terminated. As a result of the termination, EQM expensed $3 million of deferred issuance costs. From April 25, 2018 through June 25, 2018, the maximum amount of EQM's outstanding borrowings under the 2018 EQM Term Loan Facility at any time was approximately $1,825 million and the average daily balance was approximately $1,231 million. EQM incurred interest at a weighted average annual interest rate of approximately 3.3% for the period from April 25, 2018 through June 25, 2018.

RMP $850 Million Facility. Prior to the completion of the EQM-RMP Merger, RM Operating LLC (formerly Rice Midstream OpCo LLC), a wholly-owned subsidiary of RMP, had an $850 million senior secured credit facility (the RMP $850 Million Facility). In connection with the completion of the EQM-RMP Merger, on July 23, 2018, EQM repaid the approximately $260 million of borrowings outstanding under the RMP $850 Million Facility and the RMP $850 Million Facility was terminated. Prior to its termination, the RMP $850 Million Facility was available for general partnership purposes, including to purchase assets, and to fund working capital requirements and capital expenditures, pay distributions and repurchase units. The RMP $850 Million Facility was secured by mortgages and other security interests on substantially all of RMP's properties and was guaranteed by RMP and its restricted subsidiaries. During the applicable portions of the three and nine months ended September 30, 2018, the maximum outstanding borrowings were approximately $260 million and $375 million, respectively, the average daily balance was approximately $249 million and $300 million, respectively, and the weighted average annual interest rate for the period was approximately 4.1% and 3.8%, respectively.

EQM 4.125% and 4.00% Senior Notes. In the fourth quarter of 2016, EQM issued $500 million aggregate principal amount of 4.125% senior unsecured notes due December 2026 (the 4.125% Senior Notes). EQM used the net proceeds from the offering to repay the then outstanding borrowings under a predecessor to the $3 Billion Facility and for general partnership purposes. In the third quarter of 2014, EQM issued $500 million aggregate principal amount of 4.00% senior unsecured notes due August 2024 (the 4.00% Senior Notes). EQM used the net proceeds from the offering to repay the outstanding borrowings under a predecessor to the $3 Billion Facility and for general partnership purposes. The 4.125% Senior Notes and the 4.00% Senior Notes were issued pursuant to supplemental indentures to EQM's existing indenture dated August 1, 2014. Both the 4.125% Senior Notes and the 4.00% Senior Notes contain covenants that limit EQM's ability to, among other things, incur certain liens securing indebtedness, engage in certain sale and leaseback transactions and enter into certain consolidations, mergers, conveyances, transfers or leases of all or substantially all of EQM's assets.

2018 Senior Notes. During the second quarter of 2018, EQM issued 4.75% senior unsecured notes due July 2023 in the aggregate principal amount of $1.1 billion, 5.50% senior unsecured notes due July 2028 in the aggregate principal amount of $850 million and 6.50% senior unsecured notes due July 2048 in the aggregate principal amount of $550 million (collectively, the 2018 Senior Notes). EQM received net proceeds from the offering of approximately $2,465.8 million, inclusive of a discount of $11.8 million and estimated debt issuance costs of approximately $22.4 million. The net proceeds were used to repay the outstanding balances under the 2018 EQM Term Loan Facility and the RMP $850 Million Facility, and the remainder was used for general partnership purposes. The 2018 Senior Notes were issued pursuant to supplemental indentures to EQM's existing indenture dated August 1, 2014. The 2018 Senior Notes contain covenants that limit EQM's ability to, among other things, incur certain liens securing indebtedness, engage in certain sale and leaseback transactions, and enter into certain consolidations, mergers, conveyances, transfers or leases of all or substantially all of EQM's assets.

As of September 30, 2019, EQM and Eureka were in compliance with all debt provisions and covenants.

11. Fair Value Measurements

The carrying values of cash and cash equivalents, accounts receivable, amounts due to/from related parties and accounts payable approximate fair value due to the short maturity of the instruments; as such, their fair values are Level 1 fair value measurements. The carrying value of the credit facility borrowings and borrowings under the 2019 EQM Term Loan Agreement approximates fair value as the interest rates are based on prevailing market rates; this is considered a Level 1 fair value measurement. As EQM's notes are not actively traded, their fair values are estimated using an income approach model

that applies a discount rate based on prevailing market rates for debt with similar remaining time-to-maturity and credit risk; as such, their fair values are Level 2 fair value measurements. As of September 30, 2019 and December 31, 2018, the estimated fair value of EQM's senior notes was approximately $3,439 million and $3,425 million, respectively, and the carrying value of EQM's senior notes was approximately $3,461 million and $3,457 million, respectively. The fair value of the Preferred Interest is a Level 3 fair value measurement and is estimated using an income approach model that applies a market-based discount rate. As of September 30, 2019 and December 31, 2018, the estimated fair value of the Preferred Interest was approximately $128 million and $122 million, respectively, and the carrying value of the Preferred Interest was approximately $111 million and $115 million, respectively.

12. Net Income per Limited Partner Unit and Cash Distributions

Net Income per Limited Partner Unit. Net income per limited partner unit is calculated utilizing the two-class method by dividing the limited partner interest in net income by the weighted average number of limited partner units outstanding during the period. The two-class method uses an earnings allocation method under which earnings per limited partner unit are calculated for each class of common unit and any participating security considering all distributions declared and participation rights in undistributed earnings as if all earnings had been distributed during the period. Diluted net income per limited partner unit reflects the potential dilution that could occur if securities or agreements to issue common units were exercised, settled or converted into EQM common units. EQM uses the if-converted method to compute potential common units from phantom units granted to independent and non-employee directors and to compute potential common units related to the conversion of Series A Preferred Units and Class B units. Under the if-converted method, dilutive convertible securities are assumed to be converted from the date of the issuance, and the resulting common units are included in the denominator of the diluted net income per unit calculation for the period being presented. Each series of potential common units is evaluated in sequence from the most dilutive to the least dilutive. Distributions declared in the period and undeclared distributions on the cumulative Series A Preferred Units that accumulated during the period are added back to the numerator for purposes of the if-converted calculation.

As a result of the EQM IDR Transaction, EQM’s common unitholders are entitled to all distributions until the Class B units are converted to common units (other than distributions in respect of the Series A Preferred Units). Class B unitholders have no rights to distributions until the Class B units are convertible into common units. Accordingly, for all periods prior to the date such Class B units are convertible, the Class B units are not considered participating securities under the two-class method. In addition, the Series A Preferred Units are not considered a participating security as they only have distribution rights up to the specified per-unit quarterly distribution and have no rights to EQM’s undistributed earnings prior to conversion of the Series A Preferred Units into EQM common units, as discussed in Note 5.

For the three and nine months ended September 30, 2019, limited partner interest in net income, which excludes the Series A Preferred Units interest in net income, was fully allocated to EQM’s common unitholders. For the three and nine months ended September 30, 2018, net income attributable to EQM was allocated to the general partner and limited partners in accordance with their respective ownership percentages. Any common units issued during the relevant periods are included on a monthly weighted-average basis for the periods in which they were outstanding.

The phantom units granted to the independent and non-employee directors of EQM's general partner will be paid in common units on a director’s termination of service on the Board of Directors of EQM's general partner. The weighted average phantom unit awards included in the calculation of basic weighted average limited partner units outstanding were 25,305 and 17,816 for the three months ended September 30, 2019 and 2018, respectively, and 23,687 and 19,699 for the nine months ended September 30, 2019 and 2018, respectively.

The following table presents EQM's calculation of net income per limited partner unit for common and Class B limited partner units.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2018[1]	2019	2018[1]
	(Thousands, except per unit data)			
Net (loss) income attributable to EQM	$ (10,518)	$ 209,927	$ 393,851	$ 704,109
Less: Series A Preferred Units interest in net income	(25,501)	—	(48,480)	—
Less: pre-acquisition net income allocated to EQT	—	(8,490)	—	(164,242)
Less: general partner interest in net income – general partner units	—	(2,379)	—	(7,145)
Less: general partner interest in net income – IDRs	—	(70,967)	—	(183,253)
Limited partner interest in net (loss) income	$ (36,019)	$ 128,091	$ 345,371	$ 349,469
Net (loss) income allocable to common units	$ (36,019)	$ 128,091	$ 345,371	$ 349,469
Net (loss) income allocable to Class B units	$ —	$ —	$ —	$ —
Weighted average limited partner common units outstanding - basic	200,483	111,980	185,244	93,746
Weighted average limited partner common units outstanding - diluted[2]	200,483	111,980	192,244	93,746
Net (loss) income per limited partner common unit - basic	$ (0.18)	$ 1.14	$ 1.86	$ 3.73
Net (loss) income per limited partner common unit - diluted	$ (0.18)	$ 1.14	$ 1.80	$ 3.73

(1) Net income attributable to the Drop-Down Transaction and the EQM-RMP Merger for the periods prior to May 1, 2018 and July 23, 2018, respectively, was not allocated to the limited partners for purposes of calculating net income per limited partner unit as these pre-acquisition amounts were not available to the EQM unitholders.

(2) In periods when EQM reports a net loss, the Class B and Series A Preferred Units are excluded from the calculation of diluted weighted average units outstanding because of their anti-dilutive effect on loss per unit. For the three months ended September 30, 2019, 7,000,000 Class B units and 24,605,291 Series A Preferred Units were excluded in the calculation of diluted weighted average limited partner units outstanding as the effect of these units were anti-dilutive. For the nine months ended September 30, 2019, 7,000,000 Class B units were included in the calculation of diluted weighted average limited partner units outstanding based upon the application of the if-converted method. The effect of Series A Preferred Units was anti-dilutive.

Distributions to common unitholders. On October 21, 2019, the Board of Directors of EQM's general partner declared a cash distribution to EQM's unitholders for the third quarter of 2019 of $1.160 per common unit. The cash distribution will be paid on November 13, 2019 to common unitholders of record at the close of business on November 1, 2019. Cash distributions paid by EQM to Equitrans Midstream will be approximately $136.0 million related to Equitrans Midstream's limited partner interest in EQM.

Distributions to Series A Preferred Unit holders. On October 21, 2019, the Board of Directors of EQM's general partner declared a quarterly cash distribution on the Series A Preferred Units for the third quarter of 2019 of $1.0364 per Series A Preferred Unit. The cash distribution will be paid on November 13, 2019 to Series A Preferred unitholders of record at the close of business on November 1, 2019.

For the quarter ended September 30, 2019, no distributions were declared on the Class B units as none of these units were convertible into EQM common units.

EQM MIDSTREAM PARTNERS, LP AND SUBSIDIARIES

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

You should read the following discussion and analysis of financial condition and results of operations in conjunction with the consolidated financial statements, and the notes thereto, included elsewhere in this report.

CAUTIONARY STATEMENTS

Disclosures in this Quarterly Report on Form 10-Q contain certain forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended (the Exchange Act), and Section 27A of the Securities Act of 1933, as amended (the Securities Act). Statements that do not relate strictly to historical or current facts are forward-looking and usually identified by the use of words such as "anticipate," "estimate," "could," "would," "will," "may," "forecast," "approximate," "expect," "project," "intend," "plan," "believe" and other words of similar meaning in connection with any discussion of future operating or financial matters. Without limiting the generality of the foregoing, forward-looking statements contained in this Quarterly Report on Form 10-Q include the matters discussed in the section captioned "Outlook" in "Management's Discussion and Analysis of Financial Condition and Results of Operations," and the expectations of plans, strategies, objectives, and growth and anticipated financial and operational performance of EQM and its subsidiaries, including guidance regarding EQM's gathering, transmission and storage and water service revenue and volume growth; projected revenue (including from firm reservation fees) and expenses; the weighted average contract life of gathering, transmission and storage and water services contracts; infrastructure programs (including the timing, cost, capacity and sources of funding with respect to gathering, transmission and storage and water expansion projects); the cost, capacity, timing of regulatory approvals, final design and targeted in-service dates of current projects; the ability of the MVP Joint Venture to satisfy the applicable federal agencies' land exchange procedures and consummate the land exchange on a timely basis or at all; the ultimate terms, partners and structure of the MVP Joint Venture and ownership interests therein; expansion projects in EQM's operating areas and in areas that would provide access to new markets; the timing of FERC approval for, and closing of, EQM's sale of certain assets to Diversified Gas and Oil Corporation; EQM's ability to provide produced water handling services and realize expansion opportunities and related capital avoidance; EQM's ability to identify and complete acquisitions and other strategic transactions, including joint ventures, and effectively integrate transactions (including Eureka Midstream and Hornet Midstream) into EQM's operations, and achieve synergies, system optionality and accretion associated with transactions, including through increased scale; EQM's ability to access commercial opportunities and new customers for its water services business; credit rating impacts associated with MVP, customer credit ratings and defaults, acquisitions and financings and changes in EQM’s credit ratings; the timing and amount of future issuances of securities; effects of conversion, if at all, of EQM securities; effects of seasonality; expected cash flows and MVCs; capital commitments; projected capital contributions and capital and operating expenditures, including the amount and timing of reimbursable capital expenditures, capital budget and sources of funds for capital expenditures; distribution amounts and timing, rates and growth, including the effect thereon of completion of MVP; the effect and outcome of pending and future litigation and regulatory proceedings; changes in commodity prices and the effect of commodity prices on EQM's business; liquidity and financing requirements, including sources and availability; interest rates; EQM’s and its subsidiaries’ respective abilities to service debt under, and comply with the covenants contained in, their respective credit agreements; expectations regarding production volumes in EQM's areas of operations; impacts of the change of control of EQT Corporation; the final contractual terms, if any, which might result from discussions with EQT or related financial, operational or other effects of any amendments to existing agreements with EQT; the effects of government regulation; and tax status and position. The forward-looking statements included in this Quarterly Report on Form 10-Q involve risks and uncertainties that could cause actual results to differ materially from projected results. Accordingly, investors should not place undue reliance on forward-looking statements as a prediction of actual results. EQM has based these forward-looking statements on the current expectations and assumptions of the management of EQM's general partner about future events. While EQM considers these expectations and assumptions to be reasonable, they are inherently subject to significant business, economic, competitive, regulatory and other risks and uncertainties, many of which are difficult to predict and are beyond EQM's control. The risks and uncertainties that may affect the operations, performance and results of EQM's businesses and forward-looking statements include, but are not limited to, those set forth under Item 1A, "Risk Factors" in EQM's Annual Report on Form 10-K for the year ended December 31, 2018, as may be updated by any subsequent Quarterly Reports on Form 10-Q.

Any forward-looking statement speaks only as of the date on which such statement is made and EQM does not intend to correct or update any forward-looking statement unless required by securities law, whether as a result of new information, future events or otherwise.

EXECUTIVE OVERVIEW

For the three months ended September 30, 2019, net loss attributable to EQM was $10.5 million compared to net income attributable to EQM of $209.9 million for the three months ended September 30, 2018. The decrease resulted from impairments to goodwill and intangible assets (as discussed in Note 3), higher net interest expense and higher other operating expenses, partly offset by higher gathering revenues and higher equity income.

For the nine months ended September 30, 2019, net income attributable to EQM was $393.9 million compared to $704.1 million for the nine months ended September 30, 2018. The decrease resulted primarily from impairments to goodwill, certain low-pressure gathering assets and intangible assets (as discussed in Note 3), higher net interest expense and higher other operating expenses, partly offset by higher gathering revenues and higher equity income.

On October 21, 2019, the Board of Directors of EQM's general partner declared a cash distribution to EQM's common unitholders of $1.160 per unit, which was 4.0% higher than the third quarter 2018 distribution of $1.115 per unit.

In addition, on October 21, 2019, the Board of Directors of EQM's general partner declared a quarterly cash distribution on the Series A Preferred Units for the third quarter of 2019 of $1.0364 per Series A Preferred Unit.

For the quarter ended September 30, 2019, no distributions were declared on the Class B units as none of these units were convertible into EQM common units.

EQM expects to maintain a quarterly distribution of $1.160 per common unit at least through the in-service date of the MVP. Upon completion of MVP, the distribution growth rate will be reassessed.

Business Segment Results

Operating segments are revenue-producing components of an enterprise for which separate financial information is produced internally and is subject to evaluation by the chief operating decision maker in deciding how to allocate resources. Other income and net interest expense are managed on a consolidated basis. EQM has presented each segment's operating income and various operational measures in the following sections. Management believes that the presentation of this information is useful to management and investors regarding the financial condition, results of operations and trends of its segments. EQM has reconciled each segment's operating income to EQM's consolidated operating income and net income in Note 6 to the consolidated financial statements.

GATHERING RESULTS OF OPERATIONS

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2019	2018 [1]	% Change	2019	2018 [1]	% Change
	(Thousands, except per day amounts)					
FINANCIAL DATA						
Firm reservation fee revenues	$ 154,791	$ 112,598	37.5	$ 431,520	$ 334,233	29.1
Volumetric-based fee revenues	144,700	140,263	3.2	415,518	397,207	4.6
Total operating revenues	299,491	252,861	18.4	847,038	731,440	15.8
Operating expenses:						
Operating and maintenance	27,127	18,868	43.8	67,860	54,792	23.9
Selling, general and administrative	18,462	18,184	1.5	60,365	54,913	9.9
Separation and other transaction costs	256	2,161	(88.2)	19,127	7,511	154.7
Depreciation	38,943	25,359	53.6	104,502	72,309	44.5
Amortization of intangible assets	14,540	10,387	40.0	38,677	31,160	24.1
Impairments of long-lived assets	298,652	—	100.0	378,787	—	100.0
Total operating expenses	397,980	74,959	430.9	669,318	220,685	203.3
Operating (loss) income	$ (98,489)	$ 177,902	(155.4)	$ 177,720	$ 510,755	(65.2)
OPERATIONAL DATA						
Gathered volumes (BBtu per day)						
Firm capacity reservation	3,824	2,114	80.9	3,321	2,029	63.7
Volumetric-based services	4,406	4,437	(0.7)	4,317	4,291	0.6
Total gathered volumes	8,230	6,551	25.6	7,638	6,320	20.9
Capital expenditures[2][3]	$ 272,138	$ 194,477	39.9	$ 745,053	$ 515,072	44.7

(1) Includes the pre-acquisition results of the Drop-Down Transaction and the EQM-RMP Merger, which were effective on May 1, 2018 and July 23, 2018, respectively. The recast is for the period the acquired businesses were under the common control of EQT, which began on November 13, 2017 as a result of the Rice Merger.

(2) Includes approximately $0.3 million and $58.9 million for the three and nine months ended September 30, 2019, respectively, related to non-operating assets acquired from Equitrans Midstream in the Shared Assets Transaction that primarily support EQM's gathering activities. See Note 2 for further detail.

(3) Includes approximately $6.7 million and $17.6 million of capital expenditures related to noncontrolling interests in Eureka Midstream for the three and nine months ended September 30, 2019, respectively.

Three Months Ended September 30, 2019 Compared to Three Months Ended September 30, 2018

Gathering revenues increased by approximately $46.6 million for the three months ended September 30, 2019 compared to the three months ended September 30, 2018 primarily driven by revenues generated by the entities acquired in the Bolt-on Acquisition and production development in the Marcellus and Utica Shales. Firm reservation fee revenues increased approximately $42.2 million primarily as a result of increased revenues generated under agreements with MVCs and revenues generated by the entities acquired in the Bolt-on Acquisition, as well as higher rates on various wellhead expansion projects in the third quarter of 2019. Volumetric-based fee revenues increased approximately $4.4 million due to increased usage fees.

Operating expenses increased by approximately $323.0 million for the three months ended September 30, 2019 compared to the three months ended September 30, 2018 primarily as a result of impairments of long-lived assets associated with goodwill of approximately $261.3 million and intangible assets of $36.4 million (as discussed in Note 3), an approximate $13.6 million increase in depreciation expense as a result of additional assets placed in-service, as well as depreciation on assets acquired in the Bolt-on Acquisition and the Shared Assets Transaction, and an approximate $8.3 million increase in operating and maintenance expense primarily associated with the operations of entities acquired in the Bolt-on Acquisition.

Nine Months Ended September 30, 2019 Compared to Nine Months Ended September 30, 2018

Gathering revenues increased by approximately $115.6 million for the nine months ended September 30, 2019 compared to the nine months ended September 30, 2018 primarily driven by revenues generated by the entities acquired in the Bolt-on Acquisition and production development in the Marcellus and Utica Shales. Firm reservation fee revenues increased approximately $97.3 million primarily as a result of increased revenues generated under agreements with MVCs and revenues generated by the operating entities acquired in the Bolt-on Acquisition, as well as higher rates on various wellhead expansion projects for the nine months ended September 30, 2019. Volumetric-based fee revenues increased approximately $18.3 million due to increased usage fees.

Operating expenses increased by approximately $448.6 million for the nine months ended September 30, 2019 compared to the nine months ended September 30, 2018 primarily as a result of an approximate $378.8 million impairment charge, of which $261.3 million related to an impairment of goodwill, $80.1 million was associated with an impairment to certain low-pressure gathering assets and $36.4 million related to an impairment of intangible assets (as discussed in Note 3), an approximate $32.2 million increase in depreciation expense as a result of additional assets placed in-service, as well as depreciation on assets acquired in the Bolt-on Acquisition and the Shared Assets Transaction, and an approximate $13.1 million increase in operating and maintenance expense primarily associated with the operations of entities acquired in the Bolt-on Acquisition. In addition, EQM recognized an increase to separation and other transaction costs of approximately $11.6 million primarily associated with the Bolt-on Acquisition.

TRANSMISSION RESULTS OF OPERATIONS

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2019	2018	% Change	2019	2018	% Change
	(Thousands, except per day amounts)					
FINANCIAL DATA						
Firm reservation fee revenues	$ 81,990	$ 82,669	(0.8)	$ 263,051	$ 262,666	0.1
Volumetric-based fee revenues	5,309	6,681	(20.5)	26,875	22,763	18.1
Total operating revenues	87,299	89,350	(2.3)	289,926	285,429	1.6
Operating expenses:						
Operating and maintenance	8,976	10,721	(16.3)	23,142	27,082	(14.5)
Selling, general and administrative	5,286	7,581	(30.3)	20,626	22,335	(7.7)
Depreciation	13,347	12,357	8.0	38,474	37,228	3.3
Total operating expenses	27,609	30,659	(9.9)	82,242	86,645	(5.1)
Operating income	$ 59,690	$ 58,691	1.7	$ 207,684	$ 198,784	4.5
Equity income	$ 44,448	$ 16,087	176.3	$ 112,293	$ 35,836	213.4
OPERATIONAL DATA						
Transmission pipeline throughput (BBtu per day)						
Firm capacity reservation	2,786	2,927	(4.8)	2,796	2,857	(2.1)
Volumetric-based services	29	104	(72.1)	115	62	85.5
Total transmission pipeline throughput	2,815	3,031	(7.1)	2,911	2,919	(0.3)
Average contracted firm transmission reservation commitments (BBtu per day)	3,650	3,658	(0.2)	3,914	3,801	3.0
Capital expenditures [1]	$ 16,296	$ 37,626	(56.7)	$ 46,287	$ 84,517	(45.2)

(1) Transmission capital expenditures do not include capital contributions made to the MVP Joint Venture for the MVP and MVP Southgate projects of approximately $211.7 million and $263.2 million for the three months ended September 30, 2019 and 2018,

respectively, and approximately $512.9 million and $446.0 million for the nine months ended September 30, 2019 and 2018, respectively.

Three Months Ended September 30, 2019 Compared to Three Months Ended September 30, 2018

Transmission and storage revenues decreased by approximately $2.1 million for the three months ended September 30, 2019 compared to the three months ended September 30, 2018 primarily due to decreased volumetric-based usage fee revenues.

Operating expenses decreased by approximately $3.1 million for the three months ended September 30, 2019 compared to the three months ended September 30, 2018 primarily as a result of lower operating and maintenance expense and decreased selling, general and administrative expense resulting from lower corporate allocations.

The increase in equity income of approximately $28.4 million for the three months ended September 30, 2019 compared to the three months ended September 30, 2018 was related to the increase in the MVP Joint Venture's AFUDC on the MVP.

Nine Months Ended September 30, 2019 Compared to Nine Months Ended September 30, 2018

Transmission and storage revenues increased by approximately $4.5 million for the nine months ended September 30, 2019 compared to the nine months ended September 30, 2018. Firm reservation fee revenues increased due to higher contractual rates on existing contracts with customers and customers contracting for additional firm transmission capacity. Volumetric-based fee revenues increased due to increased usage fees, partially offset by lower park and loan revenue.

Operating expenses decreased by approximately $4.4 million for the nine months ended September 30, 2019 compared to the nine months ended September 30, 2018 primarily as a result of lower operating and maintenance expense, and lower selling, general and administrative expense resulting from lower corporate allocations.

The increase in equity income of approximately $76.5 million for the nine months ended September 30, 2019 compared to the nine months ended September 30, 2018 was related to the increase in the MVP Joint Venture's AFUDC on the MVP.

WATER RESULTS OF OPERATIONS

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2019	2018 [1]	% Change	2019	2018 [1]	% Change
	(Thousands)					
FINANCIAL DATA						
Water services revenues	$ 21,644	$ 22,373	(3.3)	$ 67,419	$ 93,438	(27.8)
Operating expenses:						
Operating and maintenance	6,918	18,521	(62.6)	26,458	36,901	(28.3)
Selling, general and administrative	97	1,094	(91.1)	2,180	3,490	(37.5)
Depreciation	6,907	5,851	18.0	19,801	17,420	13.7
Total operating expenses	13,922	25,466	(45.3)	48,439	57,811	(16.2)
Operating income (loss)	$ 7,722	$ (3,093)	349.7	$ 18,980	$ 35,627	(46.7)
OPERATIONAL DATA						
Water services volumes (MMgal)	523	449	16.5	1,511	1,740	(13.2)
Capital expenditures	$ 13,466	$ 7,981	68.7	$ 31,490	$ 17,358	81.4

(1) EQM's consolidated financial statements have been retrospectively recast to include the pre-acquisition results of the EQM-RMP Merger, which was effective July 23, 2018. The recast is for the period the acquired businesses were under the common control of EQT, which began on November 13, 2017 as a result of the Rice Merger.

Three Months Ended September 30, 2019 Compared to Three Months Ended September 30, 2018

Water operating revenues decreased by $0.7 million for the three months ended September 30, 2019 compared to the three months ended September 30, 2018 primarily due to a decrease in certain fresh water distribution fees as the fee EQM charges per gallon of water is tiered and thus is lower on a per gallon basis once certain volumetric thresholds are met.

Water operating expenses decreased by $11.5 million for the three months ended September 30, 2019 compared to the three months ended September 30, 2018 primarily as a result of decreased operating and maintenance expense associated with reduced operating activity and decreased selling, general and administrative expense, partly offset by increased depreciation expense as a result of additional assets placed in-service.

Nine Months Ended September 30, 2019 Compared to Nine Months Ended September 30, 2018

Water operating revenues decreased by $26.0 million for the nine months ended September 30, 2019 compared to the nine months ended September 30, 2018 primarily due to a 13.2% decrease in fresh water distribution volumes associated with lower customer activity.

Water operating expenses decreased by $9.4 million for the nine months ended September 30, 2019 compared to the nine months ended September 30, 2018 primarily as a result of decreased operating and maintenance expense associated with reduced operating activity and decreased selling, general and administrative expense, partly offset by increased depreciation expense as a result of additional assets placed in-service.

Other Income Statement Items

Other income

Other income decreased $1.0 million for the three months ended September 30, 2019 compared to the three months ended September 30, 2018 primarily due to a decrease in AFUDC-equity. For the nine months ended September 30, 2019, other income increased by $1.3 million compared to the nine months ended September 30, 2018 primarily due to increased AFUDC – equity.

Net interest expense

Net interest expense increased by $12.9 million for the three months ended September 30, 2019 compared to the three months ended September 30, 2018 primarily due to higher interest expense of $11.3 million on credit facility borrowings associated with increased outstanding debt, including borrowings under the Eureka Credit Facility, and $6.0 million in higher interest expense associated with the 2019 EQM Term Loan Agreement, partly offset by increased capitalized interest and AFUDC - debt.

Net interest expense increased by $76.3 million for the nine months ended September 30, 2019 compared to the nine months ended September 30, 2018 primarily due to higher interest expense of $64.8 million as a result of the 2018 Senior Notes, higher interest expense of $16.9 million on credit facility borrowings associated with increased outstanding debt, including borrowings under the Eureka Credit Facility, and $6.0 million in higher interest expense associated with the 2019 EQM Term Loan Agreement, partly offset by increased capitalized interest and AFUDC - debt.

Net (loss) income attributable to noncontrolling interests

Net (loss) income attributable to noncontrolling interest for the three and nine months ended September 30, 2019 related to the third-party ownership interest in Eureka Midstream.

Net income attributable to noncontrolling interest for the nine months ended September 30, 2018 related to the 25% limited liability interest in Strike Force Midstream LLC owned by Gulfport Midstream. As discussed in Note 2, on May 1, 2018, EQM acquired this interest from Gulfport Midstream. As a result, EQM owned 100% of Strike Force Midstream effective as of May 1, 2018.

See "Investing Activities" and "Capital Requirements" under "Capital Resources and Liquidity" for a discussion of capital expenditures.

Non-GAAP Financial Measures

Adjusted EBITDA and distributable cash flow are non-GAAP supplemental financial measures that management and external users of EQM's consolidated financial statements, such as industry analysts, investors, lenders and rating agencies, use to assess:

- EQM's operating performance as compared to other publicly traded partnerships in the midstream energy industry without regard to historical cost basis or, in the case of adjusted EBITDA, financing methods;
- the ability of EQM's assets to generate sufficient cash flow to make distributions to EQM's unitholders;
- EQM's ability to incur and service debt and fund capital expenditures; and

- the viability of acquisitions and other capital expenditure projects and the returns on investment of various investment opportunities.

EQM believes that adjusted EBITDA and distributable cash flow provide useful information to investors in assessing its financial condition and results of operations. Adjusted EBITDA and distributable cash flow should not be considered as alternatives to net income, operating income, net cash provided by operating activities or any other measure of financial performance or liquidity presented in accordance with GAAP. Adjusted EBITDA and distributable cash flow have important limitations as analytical tools because they exclude some, but not all, items that affect net income, operating income and net cash provided by operating activities. Additionally, because adjusted EBITDA and distributable cash flow may be defined differently by other companies in its industry, EQM's adjusted EBITDA and distributable cash flow may not be comparable to similarly titled measures of other companies, thereby diminishing the utility of the measures. Distributable cash flow should not be viewed as indicative of the actual amount of cash that EQM has available for distributions or that it plans to distribute and is not intended to be a liquidity measure.

Reconciliation of Non-GAAP Financial Measures

The following table presents a reconciliation of EQM's non-GAAP financial measures of adjusted EBITDA and distributable cash flow with the most directly comparable EQM GAAP financial measures of net (loss) income and net cash provided by operating activities.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2018	2019	2018
	(Thousands)			
Net (loss) income	$ (40,215)	$ 209,927	$ 368,187	$ 707,455
Add:				
Net interest expense	53,923	41,005	152,996	76,740
Depreciation	59,197	43,567	162,777	126,957
Amortization of intangible assets	14,540	10,387	38,677	31,160
Impairment of long-lived assets	298,652	—	378,787	—
Preferred Interest payments	2,746	2,746	8,238	8,238
Non-cash long-term compensation expense	—	636	255	1,275
Separation and other transaction costs	256	2,161	19,127	7,511
Less:				
Equity income	(44,448)	(16,087)	(112,293)	(35,836)
AFUDC – equity	(474)	(1,448)	(4,927)	(3,585)
Adjusted EBITDA attributable to noncontrolling interest[1]	(9,149)	—	(17,065)	—
Adjusted EBITDA attributable to the Drop-Down Transaction[2]	—	—	—	(63,853)
Adjusted EBITDA attributable to RMP prior to the merger[3]	—	(12,825)	—	(160,128)
Adjusted EBITDA	$ 335,028	$ 280,069	$ 994,759	$ 695,934
Less:				
Net interest expense excluding interest income on the Preferred Interest[4]	(54,544)	(42,921)	(156,027)	(77,757)
Capitalized interest and AFUDC – debt[4]	(7,903)	(3,202)	(20,154)	(5,959)
Ongoing maintenance capital expenditures net of expected reimbursements[4][5]	(12,876)	(13,181)	(30,425)	(24,161)
Series A Preferred Unit distributions	(25,501)	—	(48,480)	—
Distributable cash flow[6]	$ 234,204	$ 220,765	$ 739,673	$ 588,057
Net cash provided by operating activities	$ 234,584	$ 242,575	$ 744,827	$ 865,482
Adjustments:				
Capitalized interest and AFUDC – debt[4]	(7,903)	(3,202)	(20,154)	(5,959)
Principal payments received on the Preferred Interest	1,173	1,109	3,471	3,281
Ongoing maintenance capital expenditures net of expected reimbursements[4][5]	(12,876)	(13,181)	(30,425)	(24,161)
Adjusted EBITDA attributable to noncontrolling interest[1]	(9,149)	—	(17,065)	—
Adjusted EBITDA attributable to the Drop-Down Transaction[2]	—	—	—	(63,853)
Adjusted EBITDA attributable to RMP prior to the merger[3]	—	(12,825)	—	(160,128)
Series A Preferred Unit distributions	(25,501)	—	(48,480)	—
Other, including changes in working capital	53,876	6,289	107,499	(26,605)
Distributable cash flow[6]	$ 234,204	$ 220,765	$ 739,673	$ 588,057

(1) Reflects adjusted EBITDA attributable to noncontrolling interest associated with the third-party ownership interest in Eureka Midstream. Adjusted EBITDA attributable to noncontrolling interest for the three and nine months ended September 30, 2019 was calculated as net loss of $29.7 million and $25.7 million, respectively, plus depreciation of $2.6 million and $4.8 million, respectively, plus amortization of intangible assets of $1.3 million and $2.2 million, respectively, plus impairments of long-lived assets of $34.0 million and $34.0 million, respectively, and interest expense of $1.0 million and $1.7 million, respectively.

(2) Adjusted EBITDA attributable to the Drop-Down Transaction for the period prior to May 1, 2018 was subtracted as part of EQM's adjusted EBITDA calculations as these amounts were generated by assets acquired in the Drop-Down Transaction prior to acquisition by EQM; therefore, the amounts could not have been distributed to EQM's unitholders. Adjusted EBITDA attributable to the Drop-Down Transaction for the nine months ended September 30, 2018 was calculated as net income of $44.4 million, plus depreciation expense of $5.8 million, plus amortization of intangible assets of $13.8 million, less interest income of $0.1 million.

(3) Adjusted EBITDA attributable to RMP for the period prior to July 23, 2018 was subtracted as part of EQM's adjusted EBITDA calculations as these amounts were generated by RMP prior to acquisition by EQM; therefore, the amounts could not have been distributed to EQM's unitholders. Adjusted EBITDA attributable to RMP for the three and nine months ended September 30, 2018 was calculated as net income of $8.5 million and $123.2 million, respectively, plus net interest expense of $0.3 million and $4.6 million, respectively, plus depreciation expense of $3.4 million and $31.4 million, respectively, and plus non-cash compensation expense of $0.6 million and $0.9 million, respectively.

(4) Does not reflect amounts related to the noncontrolling interest share of Eureka Midstream.

(5) Ongoing maintenance capital expenditures net of expected reimbursements excludes ongoing maintenance that EQM expects to be reimbursed or that was reimbursed by Equitrans Midstream in 2019, or by EQT in 2018, under the terms of the EQT Omnibus Agreement of $0.2 million and $0.5 million for the three months ended September 30, 2019 and 2018, respectively, and $0.7 million and $3.9 million for the nine months ended September 30, 2019 and 2018, respectively. For the three and nine months ended September 30, 2018, ongoing maintenance capital expenditures net of expected reimbursements also excluded $1.0 million and $1.1 million, respectively, of ongoing maintenance capital expenditures attributable to RMP prior to the EQM-RMP Merger.

(6)EQM believes that calculating distributable cash flow without deducting separation and other transaction costs provides investors with greater insight into the period-to-period ability of EQM’s ongoing assets and operations to generate cash flow. If separation and other transaction costs were deducted from the calculation, EQM’s distributable cash flow for the three and nine month periods ended September 30, 2019 would have been $233.9 million and $720.5 million, respectively, and $218.6 million and $580.5 million for the three and nine months ended September 30, 2018, respectively.

See "Executive Overview" above for a discussion of net income, the GAAP financial measure most directly comparable to adjusted EBITDA. EQM's adjusted EBITDA increased by $55.0 million for the three months ended September 30, 2019 compared to the three months ended September 30, 2018 and $298.8 million for the nine months ended September 30, 2019 compared to the nine months ended September 30, 2018 primarily as a result of the EQM-RMP Merger and the Drop-Down Transaction, as applicable, which resulted in adjusted EBITDA subsequent to the transactions being reflected in adjusted EBITDA. The increase in adjusted EBITDA in 2019 is also attributable to the Bolt-on Acquisition that closed on April 10, 2019.

Net cash provided by operating activities, the GAAP financial measure most directly comparable to distributable cash flow, decreased by $120.7 million for the nine months ended September 30, 2019 compared to the nine months ended September 30, 2018 as discussed in "Capital Resources and Liquidity." Distributable cash flow increased by $13.4 million for the three months ended September 30, 2019 compared to the three months ended September 30, 2018 and $151.6 million for the nine months ended September 30, 2019 compared to the nine months ended September 30, 2018 mainly attributable to the increase in EQM's adjusted EBITDA, partly offset by increased net interest expense and distributions on the Series A Preferred Units.

Outlook

EQM’s assets overlay core acreage in the prolific Appalachian Basin. The location of EQM’s assets allows it to access major demand markets in the U.S. EQM is one of the largest natural gas gatherers in the U.S., and its largest customer, EQT, is the largest natural gas producer in the U.S. based on produced volumes. EQM maintains a stable cash flow profile, with greater than 50% of its revenue for the three and nine months ended September 30, 2019 generated by firm reservation fees.

EQM’s principal strategy is to achieve the scale and scope of a top-tier midstream company by leveraging its existing assets and planned growth projects and seeking and executing on strategically-aligned acquisition and joint venture opportunities. As part of its approach to organic growth, EQM is focused on building and completing its key transmission and gathering growth projects outlined below, many of which are supported by contracts with firm capacity commitments. Additionally, EQM is targeting growth from volumetric gathering opportunities and transmission and storage services and from its water services business, which is complementary to its gathering business and potentially creates opportunities to expand EQM's existing asset footprint. EQM’s focus on execution of its organic projects, coupled with disciplined capital spending and operating cost

control, is complemented by EQM's commitment to seek, evaluate and execute on strategically-aligned acquisition and joint venture opportunities. EQM believes that this approach will enable EQM to achieve its strategic goals.

EQM expects that the following expansion projects will be its primary organic growth drivers:

- *Mountain Valley Pipeline*. The MVP Joint Venture is a joint venture among EQM and affiliates of each of NextEra Energy, Inc., Con Edison, AltaGas Ltd. and RGC Resources, Inc. that is constructing the MVP. As of September 30, 2019, EQM is the operator of the MVP and owned a 45.5% interest in the MVP project. The MVP is an estimated 300 mile, 42-inch diameter natural gas interstate pipeline with a targeted capacity of 2.0 Bcf per day that will span from EQM's existing transmission and storage system in Wetzel County, West Virginia to Pittsylvania County, Virginia, providing access to the growing southeast demand markets. During the nine months ended September 30, 2019, EQM made capital contributions of approximately $500 million to the MVP Joint Venture for the MVP project. For the remainder of 2019, EQM expects to make capital contributions of approximately $0.2 billion to $0.3 billion to the MVP Joint Venture for purposes of the MVP. The MVP Joint Venture has secured a total of 2.0 Bcf per day of firm capacity commitments at 20-year terms and additional shippers have expressed interest in the MVP project. The MVP Joint Venture is evaluating an expansion opportunity that could add approximately 0.5 Bcf per day of capacity through the installation of incremental compression. The MVP Joint Venture is also undertaking the MVP Southgate project and is evaluating other future pipeline extension projects.

  In October 2017, the FERC issued the Certificate of Public Convenience and Necessity for the MVP. In the first quarter of 2018, the MVP Joint Venture received limited notice to proceed with certain construction activities from the FERC and commenced construction. As discussed under "***The regulatory approval process for the construction of new midstream assets is challenging, and recent decisions by regulatory and judicial authorities in pending proceedings could impact EQM's or the MVP Joint Venture's ability to obtain all approvals and authorizations necessary to complete certain projects on the projected time frame or at all or EQM's ability to achieve the expected investment return on the project***" included in Item 1A, "Risk Factors" in EQM's Annual Report on Form 10-K for the year ended December 31, 2018, there are pending legal and regulatory challenges to certain aspects of the MVP project that must be resolved before the MVP project can be completed. The MVP Joint Venture is working through several alternatives to resolve these challenges, including through a land exchange proposal submitted to the federal government. In connection with the United States Supreme Court's determination to accept the *Cowpasture River Preservation Association* case (see Part II, Item 1, "Legal Proceedings") and the resolution of remaining legal and regulatory components, EQM is targeting a late 2020 full in-service date at an overall project cost of $5.3 billion to $5.5 billion, excluding AFUDC. EQM is expected to fund approximately $2.7 billion of the overall project cost, including approximately $105 million to $120 million in excess of EQM's ownership interest. See the discussion of the litigation and regulatory-related delays in Part II, Item 1, "Legal Proceedings."

  On November 4, 2019, Con Edison announced that it intends to exercise an option to cap its investment in the MVP project at approximately $530 million (excluding AFUDC). If Con Edison exercises its option, EQM and NextEra Energy, Inc. will be obligated, and the other members of the MVP Joint Venture with interests in the MVP project will have the option, to fund the shortfall in Con Edison's capital contributions, on a pro rata basis. As a result, EQM expects to fund up to an additional $86 million (excluding AFUDC) in capital contributions to the MVP Joint Venture, depending upon the other members' ultimate participation. Any funding by EQM and the other members will correspondingly increase their respective interests in the MVP project and decrease Con Edison's interest in the MVP project.

- *Wellhead Gathering Expansion and Hammerhead Project.* During the nine months ended September 30, 2019, EQM invested approximately $670 million in gathering expansion projects. For the remainder of 2019, EQM expects to invest approximately $215 million in gathering expansion projects, including the continued gathering infrastructure expansion of core development areas in the Marcellus and Utica Shales, primarily in southwestern Pennsylvania and eastern Ohio, for EQT, Range Resources Corporation (Range Resources) and other producers, and the Hammerhead project, a 1.6 Bcf per day gathering header pipeline that is primarily designed to connect natural gas produced in Pennsylvania and West Virginia to the MVP and is supported by a 20-year term, 1.2 Bcf per day, firm capacity commitment from EQT. The Hammerhead project is expected to cost approximately $555 million. During the nine months ended September 30, 2019, EQM invested approximately $265 million in the Hammerhead project. For the remainder of 2019, EQM expects to invest approximately $90 million in the Hammerhead project. A portion of the Hammerhead project is expected to be operational by year-end 2019 and will provide interruptible service until the MVP is placed in-service, at which time the firm capacity commitment will begin. The Hammerhead project has a targeted full in-service date of late 2020.

- *MVP Southgate Project.* In April 2018, the MVP Joint Venture announced the MVP Southgate project, a proposed 70-mile interstate pipeline that will extend from the MVP at Pittsylvania County, Virginia to new delivery points in Rockingham and Alamance Counties, North Carolina. The MVP Southgate project is backed by a 300 MMcf per day firm capacity commitment from PSNC Energy. As designed, the MVP Southgate project has expansion capabilities up to 900 MMcf per day of total capacity. The MVP Southgate project is estimated to cost a total of approximately $450 million to $500 million, which is expected to be spent primarily in 2020 and 2021. During the nine months ended September 30, 2019, EQM made capital contributions of approximately $12 million to the MVP Joint Venture for the MVP Southgate project. For the remainder of 2019, EQM expects to provide capital contributions of approximately $6 million to the MVP Joint Venture for the MVP Southgate project. As of September 30, 2019, EQM was the operator of the MVP Southgate pipeline and owned a 47.2% interest in the MVP Southgate project. The MVP Joint Venture submitted the MVP Southgate certificate application to the FERC in November 2018. In March 2019, the FERC issued an environmental review schedule that states that the FERC plans to issue the final Environmental Impact Statement by December 19, 2019, and the FERC issued the draft Environmental Impact Statement on July 26, 2019. The schedule also identifies March 18, 2020 as the deadline for other agencies to act on other federal authorizations required for the project (the FERC, however, is not subject to this deadline). Subject to approval by the FERC and other regulatory agencies, the MVP Southgate project is expected to be placed in-service in 2021.

- *Transmission Expansion*. During the nine months ended September 30, 2019, EQM invested approximately $39 million in transmission expansion projects. For the remainder of 2019, EQM expects to invest approximately $10 million in transmission expansion projects, primarily attributable to the Allegheny Valley Connector (AVC), the Equitrans, L.P. Expansion project (EEP), which is designed to provide north-to-south capacity on the mainline Equitrans, L.P. system, including for deliveries to the MVP, and power plant projects. A portion of EEP commenced operations with interruptible service in the third quarter of 2019. EEP will provide capacity of approximately 600 MMcf per day and offers access to several markets through interconnects with Texas Eastern Transmission, Dominion Transmission and Columbia Gas Transmission. EEP will also provide delivery into MVP and once MVP is placed in service, firm transportation agreements for 550 MMcf per day of capacity will commence under 20-year terms. EEP has a targeted full in-service date of late 2020. In January 2019, EQM executed a precedent agreement with ESC Brooke County Power I, LLC to construct a natural gas pipeline for connection to a proposed 830-Megawatt power plant in Brooke County, West Virginia. The agreement includes a ten-year firm reservation commitment for 140 MMcf per day of capacity. EQM expects to invest an estimated $80 million to construct the approximately 16-mile pipeline, which has a targeted in-service date in 2023. As of September 30, 2019, EQM has invested approximately $2 million in the Brooke County project and expects to invest approximately $0.1 million for the remainder of 2019.

- *Water Expansion.* During the nine months ended September 30, 2019, EQM invested approximately $32 million in the expansion of its fresh water delivery infrastructure. In response to continued lower natural gas prices, several producer customers have modified their well development plans, which impacts the expected timing of EQM's fresh water delivery services. As a result, EQM now forecasts full-year 2019 water expansion capital expenditures of $45 million.

See further discussion of capital expenditures in the "Capital Requirements" section below.

See Note 2 to the consolidated financial statements for further discussion of the Bolt-on Acquisition.

See "Critical Accounting Policies and Estimates" included in EQM's Annual Report on Form 10-K for the year ended December 31, 2018 for a discussion of EQM's accounting policies and significant assumptions related to the accounting for goodwill, and EQM's policies and processes with respect to impairment reviews for goodwill. During the third quarter of 2019, EQM identified impairment indicators that suggested the fair value of its goodwill was more likely than not below its carrying amount. As such, EQM performed an interim goodwill impairment assessment, which resulted in EQM recognizing impairment to goodwill of approximately $261.3 million. In addition, due to the triggering events associated with its reassessment of goodwill, EQM performed a recoverability test on its asset groupings and determined that the fair values of certain customer-related intangible assets were below their carrying values. As such, EQM recorded an impairment charge of $36.4 million to its intangible assets. See Note 3 for further detail. Management will continue to monitor and evaluate the factors underlying the fair market value of acquired businesses and long-lived assets to determine if further assessments are necessary and will take any additional impairment charges required.

Commodity Prices. EQM’s business is dependent on continued natural gas production and the availability and development of reserves in its areas of operation. Low prices for natural gas and natural gas liquids could adversely affect development of additional reserves and production that is accessible by EQM’s pipeline and storage assets, which would also negatively affect EQM’s water services business. The Henry Hub natural gas price has ranged from $2.02 per MMbtu to $4.25 per MMbtu between January 1, 2019 and September 30, 2019, and the natural gas forward strip price has trended downwards during the first nine months of 2019 and is expected to remain depressed for several years. Further, market prices for natural gas in the

Appalachian Basin continue to be lower than Henry Hub natural gas prices. Lower natural gas prices have caused producers to determine to reduce their rig count or otherwise take actions to slow production growth and/or reduce production, which in turn reduces the demand for, and usage of, EQM's services, including water services, and a sustained period of depressed natural gas prices could cause producers in EQM's areas of operation to take further actions to reduce natural gas supply in the future. EQM's customers, including EQT, have announced reductions in their capital spending and may announce lower capital spending in the future based on commodity prices, access to capital or other factors. On October 31, 2019, EQT announced preliminary 2020 financial guidance, including projected capital expenditures of $1.3 billion to $1.4 billion for 2020, which represents an approximately 23% decrease in capital expenditures compared to EQT's projected 2019 capital expenditures. Longer-term price declines could have an adverse effect on customer creditworthiness and related ability to pay firm reservation fees under long-term contracts and/or affect activity levels and, accordingly, volumetric-based fees which could affect EQM's results of operations, liquidity or financial position. Many of EQM's customers have entered into long-term firm transmission and gathering contracts or contracts with MVCs on EQM's systems. However, approximately 48.3% of EQM's gathering revenues and 6.1% of EQM's transmission revenues for the third quarter of 2019 were from volumetric-based fee revenues. Additionally, EQM's water service agreements are volumetric in nature. For more information see "Any significant decrease in production of natural gas in our areas of operation could adversely affect our business and operating results and reduce our cash available to make distributions" included in Item 1A, "Risk Factors - Risks Inherent in Our Business" of EQM's Annual Report on Form 10-K for the year ended December 31, 2018.

EQT Change of Control. At EQT's annual meeting held on July 10, 2019, EQT's shareholders elected 12 individuals to the Board of Directors of EQT (EQT Board), seven of whom were nominated by a group led by Toby Z. Rice (the Rice Group), and five of whom were nominated by the EQT Board and recommended by the Rice Group. The EQT Board subsequently made certain executive changes, including appointing Toby Z. Rice as the President and Chief Executive Officer of EQT. On July 25, 2019, EQT announced that it was suspending its outlook for 2020 and beyond as it continues to develop its operating plan under the new management team. EQT is EQM's largest customer, accounting for approximately 70.1% of EQM's revenues for the nine months ended September 30, 2019. EQM cannot predict the potential financial, operational or other effects on it of future actions taken by EQT's new leadership team, including any changes to EQT's drilling and production schedule or business strategy or actions affecting EQT's credit ratings or personnel, or dispositions of assets by EQT, including the shares of Equitrans Midstream's common stock held by EQT, and the timing of any such changes, actions or dispositions.

EQT Negotiation. EQM has engaged in discussions with EQT regarding the potential simplification of existing gathering and water services agreements. EQM cannot predict the final contractual terms, if any, which might result from such discussions or related financial, operational or other effects of any amendments to such existing agreements.

Potential Future Impairments. During the third quarter of 2019, EQM recognized an impairment to goodwill of approximately $261.3 million, including $161.6 million and $99.7 million associated with its RMP PA Gas Gathering reporting unit and Eureka/Hornet reporting unit, respectively. In addition, EQM recognized a $36.4 million impairment related to certain Hornet-related intangible assets during the third quarter of 2019. See Note 3 for additional information. On October 31, 2019, EQT announced preliminary 2020 financial guidance, including projected total production sales volumes of 1,450 Bcfe to 1,500 Bcfe for 2020, compared to 1,490 Bcfe to 1,510 Bcfe projected for 2019. EQT also announced projected capital expenditures of $1.3 billion to $1.4 billion for 2020, which represents an approximately 23% decrease in capital expenditures compared to EQT's projected 2019 capital expenditures. Depending on the location and timing of EQT's 2020 drilling activity, EQT's planned reductions in its drilling and completions activity, as well as reductions in drilling and completions activity by other producers, could result in EQM recognizing future goodwill and long-lived asset impairment charges. EQM continues to receive and evaluate drilling plan information from EQT and other producers for 2020 and future years. As of the filing of this Quarterly Report on Form 10-Q, EQM cannot predict the likelihood or magnitude of any future impairment. See also "Review of our goodwill has resulted in and could result in future significant impairment charges" included in Item 1A, "Risk Factors – Risks Inherent in Our Business," in EQM's Annual Report on Form 10-K for the year ended December 31, 2018.

For a discussion of EQM's commercial relationship with EQT and related considerations, including risk factors, see EQM's Annual Report on Form 10-K for the year ended December 31, 2018, as updated by this and any subsequent Quarterly Report on Form 10-Q.

Capital Resources and Liquidity

EQM's principal liquidity requirements are to finance its operations, fund capital expenditures, potential acquisitions and other strategic transactions and capital contributions to joint ventures, including the MVP Joint Venture, pay cash distributions and satisfy any indebtedness obligations. EQM's ability to meet these liquidity requirements will depend on its ability to generate cash in the future as well as its ability to raise capital in banking, capital and other markets. EQM's available sources of liquidity include cash generated from operations, borrowing under EQM's credit facilities, borrowings under the 2019 EQM Term Loan Agreement, cash on hand, debt transactions and issuances of additional EQM partnership interests. Pursuant to the

tax matters agreement between Equitrans Midstream and EQT entered into in connection with the Separation, Equitrans Midstream is subject to certain restrictions related to certain corporate actions, including restrictions related to the issuance of Equitrans Midstream and EQM securities beyond certain thresholds. See "**Our general partner may require us to forgo certain transactions in order to avoid the risk of Equitrans Midstream incurring material tax-related liabilities or indemnification obligations under Equitrans Midstream's tax matters agreement with EQT**." under "Risks Inherent in an Investment in Us" included in "Item 1A. Risk Factors" of EQM's Annual Report on Form 10-K. EQM is not forecasting any public equity issuance for currently anticipated organic growth projects.

Operating Activities

Net cash flows provided by operating activities were $744.8 million for the nine months ended September 30, 2019 compared to $865.5 million for the nine months ended September 30, 2018. The decrease was primarily driven by the timing of working capital payments and higher interest payments.

Investing Activities

Net cash flows used in investing activities were $2,171.5 million for the nine months ended September 30, 2019 compared to $2,252.3 million for the nine months ended September 30, 2018. The decrease was attributable to the Drop-Down Transaction in 2018 relative to the Bolt-on Acquisition in 2019, partly offset by increased capital expenditures as further described in "Capital Requirements" and increased capital contributions to the MVP Joint Venture consistent with construction of the MVP and MVP Southgate projects.

Financing Activities

Net cash flows provided by financing activities were $1,491.1 million for the nine months ended September 30, 2019 compared to $1,336.9 million for the nine months ended September 30, 2018. For the nine months ended September 30, 2019, the primary sources of financing cash flows were net proceeds from the issuance of the term loans under the 2019 EQM Term Loan Agreement, which were used to pay down borrowings under the $3 Billion Facility, and the issuance of the Series A Preferred Units, while the primary use of financing cash flows were net repayments on credit facility borrowings and distributions paid to unitholders. For the nine months ended September 30, 2018, the primary source of financing cash flows was net proceeds from EQM's 2018 Senior Notes offering, while the primary uses of financing cash flows were repayments on the 2018 EQM Term Loan Facility and the RMP $850 Million Facility, distributions paid to unitholders and the Gulfport Transaction.

Capital Requirements

The gathering, transmission and storage and water services businesses are capital intensive, requiring significant investment to develop new facilities and to maintain and upgrade existing operations.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2019	2018[1]	2019	2018[1]
	(Thousands)			
Expansion capital expenditures [2][3]	$ 288,052	$ 226,078	$ 731,531	$ 587,783
Maintenance capital expenditures	13,570	14,006	32,424	29,164
Total capital expenditures [4][5]	$ 301,622	$ 240,084	$ 763,955	$ 616,947

(1) EQM's expansion and maintenance capital expenditures have been retrospectively recast to include the pre-acquisition results of the Drop-Down Transaction and the EQM-RMP Merger because these transactions were between entities under common control.

(2) Expansion capital expenditures do not include capital contributions made to the MVP Joint Venture for the MVP and MVP Southgate projects of approximately $211.7 million and $263.2 million for the three months ended September 30, 2019 and 2018, respectively, and approximately $512.9 million and $446.0 million for the nine months ended September 30, 2019 and 2018, respectively.

(3) Expansion capital expenditures for the three and nine months ended September 30, 2019 do not include approximately $0.3 million and $58.9 million, respectively, of non-operating assets acquired from Equitrans Midstream in the Shared Assets Transaction that primarily support EQM's gathering activities. See Note 2 to the consolidated financial statements for further detail.

(4) Includes approximately $6.7 million and $17.6 million of capital expenditures related to noncontrolling interests in Eureka Midstream for the three and nine months ended September 30, 2019, respectively.

(5) EQM accrues capital expenditures when the work has been completed but the associated bills have not been paid. Accrued capital expenditures are excluded from the statements of consolidated cash flows until they are paid. See Note 6 to the consolidated financial statements.

Expansion capital expenditures increased by approximately $62.0 million and $143.7 million for the three and nine months ended September 30, 2019, respectively, as compared to the three and nine months ended September 30, 2018, primarily due to increased spending on the Hammerhead project and various wellhead gathering expansion projects.

Maintenance capital expenditures decreased by approximately $0.4 million for the three months ended September 30, 2019 compared to the three months ended September 30, 2018. For the nine months ended September 30, 2019, maintenance capital expenditures increased by approximately $3.3 million as compared to the nine months ended September 30, 2018, primarily as a result of additional assets in service.

For the remainder of 2019, EQM expects to make capital contributions to the MVP Joint Venture of approximately $0.2 billion to $0.3 billion (including approximately $6 million related to the MVP Southgate project), expansion capital expenditures are expected to be approximately $0.2 billion to $0.3 billion and maintenance capital expenditures are expected to be approximately $25 million, net of expected reimbursements. EQM's future capital investments may vary significantly from period to period based on the available investment opportunities and the timing of the construction of the MVP, MVP Southgate and other projects. Maintenance capital expenditures are also expected to vary quarter to quarter. EQM expects to fund future capital expenditures primarily through cash on hand, cash generated from operations, borrowings under its and its subsidiaries' credit facilities (including term loan agreements), debt transactions and issuances of additional EQM partnership units. EQM is not forecasting any public equity issuance for currently anticipated organic growth projects.

Credit Facility Borrowings

See Note 10 to the consolidated financial statements for discussion of the credit facilities.

Security Ratings

The table below sets forth the credit ratings for debt instruments of EQM at September 30, 2019.

	Senior Notes	
Rating Service	Rating	Outlook
Moody's Investors Service (Moody's)	Ba1	Stable
Standard & Poor's Ratings Services (S&P)	BBB-	Negative
Fitch Ratings (Fitch)	BBB-	Negative

EQM's credit ratings are subject to revision or withdrawal at any time by the assigning rating organization and each rating should be evaluated independently of any other rating. EQM cannot ensure that a rating will remain in effect for any given period of time or that a rating will not be lowered or withdrawn entirely by a credit rating agency if, in its judgment, circumstances so warrant, including in connection with the MVP project or the creditworthiness of EQM's customers, including EQT. If any credit rating agency downgrades EQM's ratings, EQM's access to the capital markets may be limited, borrowing costs could increase, EQM may be required to provide additional credit assurances in support of commercial agreements such as joint venture agreements and, if applicable, construction contracts, the amount of which may be substantial, and the potential pool of investors and funding sources may decrease. In order to be considered investment grade, a company must be rated Baa3 or higher by Moody's, BBB- or higher by S&P, or BBB- or higher by Fitch. Anything below these ratings, including EQM's current credit rating of Ba1 by Moody's, are considered non-investment grade.

Distributions

See Note 12 to the consolidated financial statements for discussion of distributions. EQM expects to maintain a quarterly distribution of $1.16 per common unit at least through the in-service date of the MVP. Upon completion of MVP, the distribution growth rate will be reassessed.

Commitments and Contingencies

In the ordinary course of business, various legal and regulatory claims and proceedings are pending or threatened against EQM and its subsidiaries. While the amounts claimed may be substantial, EQM is unable to predict with certainty the ultimate outcome of such claims and proceedings. EQM accrues legal and other direct costs related to loss contingencies when incurred. EQM establishes reserves whenever it believes it to be appropriate for pending matters. Furthermore, after consultation with counsel and considering available insurance, EQM believes that the ultimate outcome of any matter currently pending against it

will not materially affect its business, financial condition, results of operations, liquidity or ability to make distributions. See Part II, Item 1. "Legal Proceedings" for a discussion of litigation and regulatory proceedings, including related to the MVP project.

See also "***The regulatory approval process for the construction of new midstream assets is challenging, and recent decisions by regulatory and judicial authorities in pending proceedings could impact EQM's or the MVP Joint Venture's ability to obtain all approvals and authorizations necessary to complete certain projects on the projected time frame or at all or EQM's ability to achieve the expected investment return on the project***" under Item 1A, “Risk Factors” in EQM’s Annual Report on Form 10-K for the year ended December 31, 2018 and Item 1, "Legal Proceedings" for a discussion of litigation and regulatory proceedings, including related to the MVP project.

See Note 14 to the annual consolidated financial statements included in EQM's Annual Report on Form 10-K for the year ended December 31, 2018 for further discussion of EQM's commitments and contingencies.

Off-Balance Sheet Arrangements

See Note 9 to the consolidated financial statements for discussions regarding the MVP Joint Venture guarantees.

Critical Accounting Policies and Estimates

EQM's critical accounting policies are described in Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained in EQM's Annual Report on Form 10-K for the year ended December 31, 2018 as filed with the SEC on February 14, 2019. Any new accounting policies or updates to existing accounting policies as a result of new accounting pronouncements have been included in the notes to EQM's consolidated financial statements in Part I, Item 1 of this Quarterly Report on Form 10-Q for the period ended September 30, 2019. The application of EQM's critical accounting policies may require management to make judgments and estimates about the amounts reflected in the consolidated financial statements. Management uses historical experience and all available information to make these estimates and judgments. Different amounts could be reported using different assumptions and estimates.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk

Changes in interest rates affect the amount of interest EQM earns on cash, cash equivalents and short-term investments and the interest rates EQM and Eureka pay on borrowings under their respective credit facilities and, in EQM's case, the 2019 EQM Term Loan Agreement. The 2019 EQM Term Loan Agreement, EQM's credit facility and the Eureka Credit Facility provide for variable interest rates and thus expose EQM to fluctuations in market interest rates, which can affect EQM's results of operations and liquidity, including the amount of cash EQM has available to make quarterly cash distributions to its unitholders. Changes in interest rates may affect the distribution rate payable on EQM's Series A Preferred Units after the twentieth distribution period, which could affect the amount of cash EQM has available to make quarterly cash distributions to its other unitholders. EQM's senior notes are fixed rate and thus do not expose EQM to fluctuations in market interest rates. Changes in interest rates do affect the fair value of EQM's fixed rate debt. See Note 10 to the consolidated financial statements for discussion of EQM's borrowings and Note 11 to the consolidated financial statements for a discussion of fair value measurements. EQM and Eureka may from time to time hedge the interest on portions of borrowings under the credit facilities and the 2019 EQM Term Loan Agreement, as applicable, in order to manage risks associated with floating interest rates.

Credit Risk

EQM is exposed to credit risk, which is the risk that EQM may incur a loss if a counterparty fails to perform under a contract. EQM actively manages its exposure to credit risk associated with customers through credit analysis, credit approval and monitoring procedures. For certain transactions, EQM requests letters of credit, cash collateral, prepayments or guarantees as forms of credit support. Equitrans, L.P.'s FERC tariffs require tariff customers that do not meet specified credit standards to provide three months of credit support; however, EQM is exposed to credit risk beyond this three-month period when its tariffs do not require its customers to provide additional credit support. For some of EQM's more recent long-term contracts associated with system expansions, it has entered into negotiated credit agreements that provide for enhanced forms of credit support if certain credit standards are not met. EQM has historically experienced only minimal credit losses in connection with its receivables. For the nine months ended September 30, 2019, approximately 78% of revenues were from affiliates of investment grade companies. EQM is exposed to the credit risk of its customers, including EQT, its largest customer. However, EQT has guaranteed the payment obligations of certain of its subsidiaries, up to a maximum amount of $115 million, $50 million and $30 million related to gathering, transmission and water services, respectively, across all applicable contracts, for the benefit of the subsidiaries of EQM providing such services. See Note 13 to EQM's Annual Report on Form 10-K for the year ended December 31, 2018 for further discussion of EQM's exposure to credit risk.

At September 30, 2019, EQT's public senior debt had an investment grade credit rating. During the third quarter of 2019, Moody's, S&P and Fitch each changed EQT's credit rating outlook to negative from stable. See also "EQT Change of Control" under "Outlook" in Part I, Item 2, "Management Discussion and Analysis of Financial Condition and Results of Operations."

Commodity Prices

EQM's business is dependent on continued natural gas production and the availability and development of reserves in its areas of operation. Low prices for natural gas, including those resulting from regional basis differentials, could adversely affect development of additional reserves and production that is accessible by EQM's pipeline and storage assets, or result in lower drilling activity, which would decrease demand for EQM's services, including its water services. Lower regional natural gas prices could cause producers to determine in the future that drilling activities in areas outside of EQM's current areas of operation are strategically more attractive to them. EQM's customers, including EQT, have announced reductions in their capital spending and may announce lower capital spending in the future based on commodity prices, access to capital or other factors. Unless EQM is successful in attracting and retaining new customers, its ability to maintain or increase the capacity subscribed and volumes transported under service arrangements on its transmission and storage system, the volumes gathered on its gathering systems, or the volumes of water provided by its water service business will be dependent on receiving consistent or increasing commitments from its existing customers, including EQT. While EQT has dedicated acreage to EQM and has entered into long-term firm transmission and gathering contracts on EQM's systems, EQT may determine in the future that drilling in EQM's areas of operations is not economical or that drilling in areas outside of EQM's current areas of operations is strategically more attractive to it. EQT is under no contractual obligation to continue to develop its acreage dedicated to EQM.

EQM's cash flow profile is underpinned by both firm reservation fee revenues and volumetric-based fees, with greater than 50% of its revenue for the three and nine months ended September 30, 2019 generated by firm reservation fee revenues. Accordingly, EQM believes that the effect of short- and medium-term declines in volumes of gas produced, gathered, transported or stored on its systems may be mitigated because firm reservation fee revenues are paid regardless of volumes supplied to the system by customers. See "***Our exposure to direct commodity price risk may increase in the future***," under

Item 1A, "Risk Factors" in EQM's Annual Report on Form 10-K for the year ended December 31, 2018. Longer-term price declines could have an adverse effect on customer creditworthiness and related ability to pay firm reservation fees under long-term contracts and/or affect activity levels and accordingly volumetric-based fees which could affect EQM's results of operations, liquidity or financial position. Significant declines in gas production in EQM's areas of operations would adversely affect its growth potential.

Other Market Risks

EQM's $3 Billion Facility is underwritten by a syndicate of 21 financial institutions, each of which is obligated to fund its pro-rata portion of any borrowings by EQM. No one lender of the financial institutions in the syndicate holds more than 10% of the facility. The EQM 2019 Term Loan Agreement is underwritten by a syndicate of eight financial institutions, two of which lenders each have commitments of approximately 16% of such facility and the other lenders each have approximately 11%. Although there is overlap within syndicate groups, EQM's large syndicate groups and relatively low percentage of participation by each lender is expected to limit EQM's exposure to disruption or consolidation in the banking industry.

The Eureka Credit Facility is underwritten by a syndicate of 14 financial institutions, each of which is obligated to fund its pro-rata portion of any borrowings by Eureka. Only one lender of the financial institutions in the syndicate holds more than 10% of the facility (approximately 13% held by ABN AMRO Capital USA LLC). Eureka's large syndicate group and relatively low percentage of participation by each lender is expected to limit Eureka's exposure to disruption or consolidation in the banking industry.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of management of EQM's general partner, including the Principal Executive Officer and Principal Financial Officer of EQM's general partner, an evaluation of EQM's disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) was conducted as of the end of the period covered by this report. Based on that evaluation, the Principal Executive Officer and Principal Financial Officer of EQM's general partner concluded that EQM's disclosure controls and procedures were effective as of the end of the period covered by this report.

Changes in Internal Control over Financial Reporting

There were no changes in EQM's internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that occurred during the third quarter of 2019 that have materially affected, or are reasonably likely to materially affect, EQM's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

In the ordinary course of business, various legal and regulatory claims and proceedings are pending or threatened against EQM and its subsidiaries. While the amounts claimed may be substantial, EQM is unable to predict with certainty the ultimate outcome of such claims and proceedings. EQM accrues legal and other direct costs related to loss contingencies when incurred. EQM establishes reserves whenever it believes it to be appropriate for pending matters. Furthermore, after consultation with counsel and considering available insurance, EQM believes that the ultimate outcome of any matter currently pending against EQM or any of its subsidiaries will not materially affect its business, financial condition, results of operations, liquidity or ability to make distributions to EQM unitholders.

Environmental Proceedings

Administrative Order, Swarts Storage Field, Greene County, PA. On December 26, 2018, EQM received an administrative order from the Pennsylvania Department of Environmental Protection (PADEP) alleging non-compliance with certain regulations and failure to submit required information regarding encroaching mining operations in the storage field and authorizing the PADEP to shut down the storage field. EQM believes that it has substantially complied with the regulations, has complied with the PADEP information requests, and objects to the factual foundations of the administrative order. On January 10, 2019, the PADEP issued a letter suspending the portion of the administrative order that purported to authorize the PADEP to shut down the storage field. On January 25, 2019, EQM filed an administrative appeal on the PADEP's order to preserve its rights in any future proceedings. On October 29, 2019, EQM and PADEP finalized the terms of a consent order and have resolved all outstanding issues, including the dismissal of the appeal. The resolution included payment of a $0.65 million penalty and an agreement for additional administrative reporting requirements related to this storage field arising from the pending mining operations.

Pennsylvania DEP Consent Order, Mako Consent Order: During the third quarter of 2019, the PADEP tendered a proposed consent order to settle multiple notices of violations (NOVs) issued to EQM in September 2016 for erosion and sedimentation violations, as well as failure to comply with the conditions of EQM's Erosion and Sediment Control General Permit. EQM is continuing negotiations and anticipates a resolution in the fourth quarter of 2019. EQM expects that this matter could result in monetary penalties in excess of $100,000, but does not believe that if imposed the payments will have a material impact on its financial condition, results of operations or liquidity.

Pennsylvania DEP Consent Assessment of Civil Penalty, Fresh Water Withdraw System: During the third quarter of 2019, the PADEP issued a draft Consent of Assessment of Civil Penalty to EQM, citing a failure to report monthly and total withdraws from certain freshwater sources, failure to register a source, and failure to maintain a source/tap. EQM has implemented corrective actions including registration of all water sources and installation of equipment to prevent non-compliance events. EQM is continuing negotiations and anticipates a resolution in the fourth quarter of 2019. EQM expects that this matter could result in monetary penalties in excess of $100,000, but does not believe that if imposed the payments will have a material impact on its financial condition, results of operations or liquidity.

Ohio Environmental Protection Agency Notice of Violation, Third-Party Dehydration Facilities: On August 23, 2019, the Ohio Environmental Protection Agency (OEPA) issued an NOV to EQM, stating that fourteen dehydration facilities are operating without required air permits. EQM contests liability and the applicability of OEPA's assessment. EQM is continuing negotiations and anticipates a resolution in the fourth quarter of 2019. EQM expects that this matter will be resolved in its favor. If not, this matter could result in monetary penalties in excess of $100,000, but does not believe that if imposed the payments will have a material impact on the financial condition, results of operations or liquidity of EQM.

MVP Matters

The MVP Joint Venture is currently defending certain agency actions and judicial challenges to the MVP that must be resolved favorably before the project can be completed, including the following:

- *Sierra Club, et al. v. U.S. Army Corps of Engineers, et al., consolidated under Case No. 18-1173, Fourth Circuit Court of Appeals (Fourth Circuit)*. In February 2018, the Sierra Club filed a lawsuit in the Fourth Circuit against the U.S. Army Corps of Engineers (the U.S. Army Corps). The lawsuit challenges the verification by the Huntington District of the U.S. Army Corps that Nationwide Permit 12, which generally authorizes discharges of dredge or fill material into waters of the United States and the construction of pipelines across such waters under Section 404 of the Clean Water Act, could be utilized in the Huntington District (which covers all but the northernmost area of West Virginia) for the MVP project. The crux of Sierra Club's position was that the MVP Joint Venture, pursuant to its FERC license, planned to use a certain methodology (dry open cut creek crossing methodology) to construct the pipeline across

streams in West Virginia that would take considerably longer than the 72 hours allowed for such activities pursuant to the terms of West Virginia's Clean Water Act Section 401 certification for Nationwide Permit 12. A three-judge panel of the Fourth Circuit agreed with the Sierra Club and on October 2, 2018, issued a preliminary order stopping the construction in West Virginia of that portion of the pipeline that is subject to Nationwide Permit 12. Following the issuance of the court's preliminary order, the U.S. Army Corps' Pittsburgh District (which had also verified use of Nationwide Permit 12 by MVP in the northern corner of West Virginia) suspended its verification that allowed the MVP Joint Venture to use Nationwide Permit 12 for stream and wetlands crossings in northern West Virginia. On November 27, 2018, the Fourth Circuit panel issued its final decision vacating the Huntington District's verification of the use of Nationwide Permit 12 in West Virginia. West Virginia subsequently revised its Section 401 certification for Nationwide Permit 12, however, unless and until the U.S. Army Corps Huntington and Pittsburgh Districts re-verify the MVP Joint Venture's use of Nationwide Permit 12, or the MVP Joint Venture secures an individual Section 404 permit with the concurrence of both Districts, the MVP Joint Venture cannot perform any construction activities in any streams and wetlands in West Virginia. The administrative proceeding described below is addressing the issues raised by the court.

- *WVDEP Rulemaking Proceedings – Section 401 Nationwide Permit.* On April 13, 2017, the West Virginia Department of Environmental Protection (WVDEP) issued a 401 Water Quality Certification for the U.S. Army Corps Nationwide Permits. In August 2018, the WVDEP initiated an administrative process to revise this certification and requested public comment to, among other things, specifically revise the 72-hour limit for stream crossings noted as problematic by the Fourth Circuit as well as other conditions. The WVDEP issued a new notice and comment period for further modifications of the 401 certification. On April 24, 2019, the WVDEP submitted the modification to the United States Environmental Protection Agency (the EPA) for approval (since the WVDEP is also required to obtain the EPA's agreement to the modified 401 certification) and provided notice to the U.S. Army Corps. The EPA’s agreement to the WVDEP’s modification of its water quality certification was received in August 2019 and, accordingly, the MVP Joint Venture anticipates that it will once again secure from the U.S. Army Corps Districts within West Virginia verification that its activities, including stream crossings, may proceed under Nationwide Permit 12 as re-certified by the WVDEP. The MVP Joint Venture is targeting reverification to occur during the fourth quarter of 2019. However, the MVP Joint Venture cannot guarantee that the WVDEP's action will not be challenged or that the U.S. Army Corps Districts will act promptly or be deemed to have acted properly if challenged, in which case reverification may be delayed past the fourth quarter of 2019.

- *Sierra Club, et al. v. U.S. Army Corps of Engineers et al., Case No. 18-1713, Fourth Circuit Court of Appeals.* In June 2018, the Sierra Club filed a second petition in the Fourth Circuit against the U.S. Army Corps, seeking review and a stay of the U.S. Army Corps Norfolk District's decision to verify the MVP Joint Venture's use of Nationwide Permit 12 for stream crossings in Virginia. The Fourth Circuit denied the Sierra Club's request for a stay on August 28, 2018. On October 5, 2018, the U.S. Army Corps' Norfolk District suspended its verification under Nationwide Permit 12 for stream crossings in Virginia pending the resolution of the West Virginia proceedings outlined above. On December 10, 2018, the U.S. Army Corps filed a motion to place the case in abeyance which the court granted on January 9, 2019. Until the U.S. Army Corps lifts its suspension, the MVP Joint Venture cannot perform any construction activities in any streams and wetlands in Virginia. Once the Huntington and Pittsburgh District issues are resolved as discussed above, the Norfolk District will be in the position to consider lifting the suspension of the verification for the MVP Joint Venture's use of Nationwide Permit 12.

- *Sierra Club, et al. v. U.S. Forest Service, et al., consolidated under Case No. 17-2399, Fourth Circuit Court of Appeals.* In a different Fourth Circuit appeal filed in December 2017, the Sierra Club challenged a Bureau of Land Management (BLM) decision to grant a right-of-way to the MVP Joint Venture and a U.S. Forest Service (USFS) decision to amend its management plan to accommodate MVP, both of which affect the MVP's 3.6-mile segment in the Jefferson National Forest in Virginia. On July 27, 2018, agreeing in part with the Sierra Club, the Fourth Circuit vacated the BLM and USFS decisions, finding fault with the USFS' analysis of erosion and sedimentation effects and the BLM's analysis of the practicality of alternate routes. On August 3, 2018, citing the court's vacatur and remand, the FERC issued a stop work order for the entire pipeline pending the agency actions on remand. The FERC modified its stop work order on August 29, 2018 to allow work to continue on all but approximately 25 miles of the project. The MVP Joint Venture has resumed construction of those portions of the pipeline. On October 10, 2018, the Fourth Circuit granted a petition for rehearing filed by the MVP Joint Venture for the limited purpose of clarifying that the July 27, 2018 order did not vacate the portion of the BLM's Record of Decision authorizing a right-of-way and temporary use permit for MVP to cross the Weston and Gauley Bridge Turnpike Trail in Braxton County, West Virginia. On October 15, 2018, the MVP Joint Venture filed with the FERC a request to further modify the August 3, 2018 stop work order to allow the MVP Joint Venture to complete the bore and install the pipeline under the Weston and Gauley Bridge Turnpike Trail. On October 24, 2018, the FERC granted the MVP Joint Venture's request to further

modify the stop work order and authorize construction. The MVP Joint Venture has resumed construction of those portions of the pipeline. However, work on the 3.6-mile segment in the Jefferson National Forest must await a revised authorization, which the MVP Joint Venture is working to obtain.

- *Challenges to FERC Certificate, Court of Appeals for the District of Columbia Circuit (DC Circuit)*. Multiple parties have sought judicial review of the FERC's order issuing a certificate of convenience and necessity to the MVP Joint Venture and/or the exercise by the MVP Joint Venture of eminent domain authority. There are multiple consolidated petitions before the DC Circuit seeking direct review of the FERC order under the Natural Gas Act in *Appalachian Voices, et al. v. FERC, et al*., consolidated under Case No. 17-1271. Those petitioners requested a stay of the FERC's order pending the resolution of the petitions, which the FERC and the MVP Joint Venture opposed. The DC Circuit denied the request for a stay on August 30, 2018. On February 19, 2019, the DC Circuit issued an order rejecting the challenges to the FERC's order issuing a certificate of convenience and necessity to the MVP Joint Venture and certain challenges to the exercise by MVP of eminent domain authority. No petitions for rehearing or petitions for rehearing en banc were filed by the April 5, 2019 deadline. The mandate was issued on April 17, 2019. Another group of parties filed a complaint in the U.S. District Court for the District of Columbia asserting that the FERC's order issuing certificates is unlawful on constitutional and other grounds in *Bold Alliance, et al. v. FERC, et al.*, Case No. 1:17-cv-01822-RJL. The district court plaintiffs seek declaratory relief as well as an injunction preventing the MVP Joint Venture from developing its project or exercising eminent domain authority. In December 2017 and January 2018, the FERC and the MVP Joint Venture, respectively, moved to dismiss the petitions for lack of subject matter jurisdiction. The court granted the motion and dismissed plaintiff's complaint on September 28, 2018. On October 26, 2018, plaintiffs appealed to the DC Circuit in *Bold Alliance, et al. v. FERC, et al.*, Case No. 18-5322. On December 3, 2018, the FERC, as appellee, filed a joint motion with the appellants to hold Case No. 18-5322 in abeyance pending completion of the ongoing appeals of the final agency orders related to the MVP certificate in consolidated Case No. 17-1271 and Atlantic Coast Pipeline's (ACP) certificate. The MVP Joint Venture filed a motion to dismiss the case as to some of the plaintiffs. On February 15, 2019, the DC Circuit entered an order holding this appeal in abeyance pending rulings on the appeals from the FERC proceedings. If this challenge were successful, it could result in the MVP Joint Venture's certificate of convenience and necessity being vacated and/or additional proceedings before the FERC, the outcome of which EQM cannot predict.

- *Mountain Valley Pipeline, LLC v. 6.56 Acres of Land et al., Case No. 18-1159, Fourth Circuit Court of Appeals.* Several landowners have filed challenges in various U.S. District Courts to the condemnation proceedings by which the MVP Joint Venture obtained access to their property. In each case, the district court found that the MVP Joint Venture was entitled to immediate possession of the easements, and the landowners appealed to the Fourth Circuit. The Fourth Circuit consolidated these cases and held oral argument in September 2018. On February 5, 2019, the Fourth Circuit issued an opinion affirming the decisions of the U.S. District Courts granting the MVP Joint Venture immediate access for construction of the pipeline. On March 15, 2019, the Fourth Circuit issued another opinion finding that the MVP Joint Venture did not have to condemn the interest of coal owners, nor are coal owners entitled to assert claims in the condemnation proceedings for lost coal on tracts for which they do not own a surface interest being condemned. On July 3, 2019, a group of landowners filed a writ of certiorari with the United States Supreme Court related to the Fourth Circuit's ruling on immediate access. On October 7, 2019, the Supreme Court denied the landowners' petition.

- *Greenbrier River Watershed Ass'n v. WVDEP, Circuit Court of Summers County, West Virginia.* In August 2017, the Greenbrier River Watershed Association appealed the MVP Joint Venture's Natural Stream Preservation Act Permit obtained from the West Virginia Environmental Quality Board (WVEQB) for the Greenbrier River crossing. Petitioners alleged that the issuance of the permit failed to comply with West Virginia's Water Quality Standards for turbidity and sedimentation. WVEQB dismissed the appeal in June 2018. In July 2018, the Greenbrier River Watershed Association appealed the decision to the Circuit Court of Summers County, asking the court to remand the permit with instructions to impose state-designated construction windows and pre- and post-construction monitoring requirements as well as a reversal of the WVEQB's decision that the permit was lawful. On September 18, 2018, the Circuit Court granted a stay. A hearing on the merits was held on October 23, 2018. The court has not yet issued a decision. In the event of an adverse decision, the MVP Joint Venture would appeal or work with the WVDEP to attempt to resolve the issues identified by the court.

- *WVDEP Consent Order*. On March 19, 2019, the WVDEP issued twenty-six NOVs to the MVP Joint Venture for various construction and sediment and erosion control issues in 2018. The MVP Joint Venture and WVDEP reached a settlement agreement which was documented as an administrative consent order for the MVP Joint Venture to pay $0.3 million in penalties. The consent order was executed by the WVDEP in September 2019. In addition to payment of assessed penalties in the amount of $0.3 million, the MVP Joint Venture was required to submit a corrective action plan to resolve any outstanding permit compliance matters. WVDEP executed the consent order on September 5, 2019

after a public comment period. The MVP Joint Venture has addressed all corrective actions and remediation necessary to address the NOVs subject to the consent order.

- *Sierra Club et al. v. U.S. Dep't of Interior et al., Case No. 18-1082, Fourth Circuit Court of Appeals*. On August 6, 2018, the Fourth Circuit held that National Park Service (NPS) acted arbitrarily and capriciously in granting the ACP a right-of-way permit across the Blue Ridge Parkway. Specifically, the Fourth Circuit found that the permit cited the wrong source of legal authority and the NPS failed to make a "threshold determination that granting the right-of-way is 'not inconsistent with the use of such lands for parkway purposes' and the overall National Park System to which it belongs." Even though the MVP Joint Venture is not named in the ACP litigation, the MVP route crosses the Blue Ridge Parkway roughly midway between mileposts 246 and 247 of the pipeline route and implicates some the same deficiencies addressed by the court. The MVP Joint Venture elected to request that the NPS temporarily suspend its Blue Ridge Parkway permit until the deficiencies identified in the ACP litigation are resolved. While the MVP and ACP rights-of-way share some of the same regulatory issues, unlike ACP the portion of the MVP pipeline that crosses the Blue Ridge Parkway is completely constructed. NPS granted the MVP Joint Venture the ability to continue final restoration efforts on that portion of the pipeline during the course of the suspended permit. The MVP Joint Venture is working with the NPS to address MVP-related right-of-way issues.

- *Wild Virginia et al. v. United States Department of the Interior; Case No. CP16-10-000.* Petitioners filed a petition in the Fourth Circuit Court of Appeals to challenge MVP's Biological Opinion and Incidental Take Statement issued by the Department of the Interior's Fish and Wildlife Service (FWS) which was approved in November 2017 (BiOp). Petitioners also requested a stay of the application of MVP's BiOp during the pendency of the court case. FWS subsequently requested that the Court approve a stay of the litigation until January 11, 2020. On August 15, 2019, the MVP Joint Venture submitted a project-wide voluntary suspension of construction activities that pose a risk of incidental take, based on the BiOp. On October 11, 2019, the Fourth Circuit issued an order approving the stay of the BiOp and held the litigation in abeyance until January 11, 2020 pending re-consultation between FWS and the FERC regarding FWS's review of the BiOp. In response to the Fourth Circuit's order, on October 15, 2019, the FERC issued an order to the MVP Joint Venture to cease all forward-construction progress. Subsequently, the FERC authorized certain limited construction activities to resume.

Other Proceedings that May Affect the MVP Project

- *Cowpasture River Preservation Association, et al. v. U.S. Forest Service, et al., Case No. 18-11*44, *Fourth Circuit Court of Appeals.* On December 13, 2018, in an unrelated case involving the ACP, the Fourth Circuit held that the USFS, which is part of the Department of Agriculture, lacked the authority to grant rights-of-way for oil and gas pipelines to cross the Appalachian Trail. Although the MVP Joint Venture obtained its grant to cross the Appalachian Trail from the BLM, a part of the Department of Interior, the rationale of the Fourth Circuit's opinion could apply to the BLM as well. On February 25, 2019, the Fourth Circuit denied ACP's petition for en banc rehearing. The federal government and ACP filed petitions to the United States Supreme Court on June 26, 2019 seeking judicial review of the Fourth Circuit's decision. On October 4, 2019, the Supreme Court formally accepted the Petitioners' writ of certiorari and EQM anticipates that the case will be fully briefed during the fourth quarter of 2019 and an oral argument scheduled during the first quarter of 2020. The MVP Joint Venture is continuing to pursue multiple options to address the Appalachian Trail issue, including but not limited to, administrative, regulatory and legislative options.

- *Grand Jury Subpoena*. On January 7, 2019, the MVP Joint Venture received a letter from the U.S. Attorney's Office for the Western District of Virginia stating that it and the EPA are investigating potential criminal and/or civil violations of the Clean Water Act and other federal statutes as they relate to the construction of the MVP. The January 7, 2019 letter requested that the MVP Joint Venture and its members, contractors, suppliers and other entities involved in the construction of the MVP preserve documents related to the MVP generated from September 1, 2018 to the present. In a telephone call on February 4, 2019, the U.S. Attorney's Office confirmed that it has opened a criminal investigation. On February 11, 2019, the MVP Joint Venture received a grand jury subpoena from the U.S. Attorney's Office for the Western District of Virginia requesting certain documents related to the MVP from August 1, 2018 to the present. The MVP Joint Venture is complying with the letter and subpoena but cannot predict whether any action will ultimately be brought by the U.S. Attorney's Office or what the outcome of such an action would be. The MVP Joint Venture began a rolling production of documents responsive to the subpoena after the U.S. Attorney's office narrowed its subpoena inquiry to five farms in Virginia containing twenty streams or wetlands.

- *Paylor et al. v. Mountain Valley Pipeline, LLC, Case No. CL18-4874-00, Circuit Court of Henrico County.* On December 7, 2018, the Virginia Department of Environmental Quality and the State Water Control Board (the Plaintiffs) filed a lawsuit against the MVP Joint Venture in the Circuit Court of Henrico County alleging violations of Virginia's State Water Control Law, Water Resources and Wetlands Protection Program, and Water Protection Permit

Program Regulations at sites in Craig, Franklin, Giles, Montgomery and Roanoke Counties, Virginia. On October 11, 2019, the Plaintiffs issued a consent decree to the MVP Joint Venture. As part of the consent decree, the MVP Joint Venture would agree to court-supervised compliance with environmental laws and third-party monitoring of erosion controls. The MVP Joint Venture would also agree to pay $2.15 million in penalties. A 30-day public comment period will be held before the consent decree is submitted for approval to Henrico County Circuit Court.

For additional information on legal proceedings, see "Legal Proceedings" in Part I, Item 3 of EQM's Annual Report on Form 10-K for the year ended December 31, 2018, as may be updated by Part II, Item 1 of any subsequent Quarterly Reports on Form 10-Q.

Item 1A. Risk Factors

There have been no material changes from the risk factors previously disclosed in EQM's Annual Report on Form 10-K for the year ended December 31, 2018, as supplemented by risk factors disclosed in EQM's Quarterly Reports on Form 10-Q filed subsequent to that Annual Report.

Item 6. Exhibits

Exhibit No.	Document Description	Method of Filing
3.1	Fourth Amended and Restated Agreement of Limited Partnership of EQM Midstream Partners, LP, dated as of April 10, 2019.	Filed herewith as Exhibit 3.1.
3.2	First Amendment to Fourth Amended and Restated Agreement of Limited Partnership of EQM Midstream Partners, LP, dated as of October 9, 2019.	Incorporated herein by reference to Exhibit 3.1 to the registrant's Current Report on Form 8-K (#001-35574) filed on October 10, 2019.
3.3	Amended and Restated Certificate of Limited Partnership of EQM Midstream Partners, LP (formerly known as EQT Midstream Partners, LP), dated as of October 9, 2019.	Incorporated herein by reference to Exhibit 3.2 to the registrant's Current Report on Form 8-K (#001-35574) filed on October 10, 2019.
3.4	Second Amendment to Second Amended and Restated Limited Liability Company Agreement of EQGP Services, LLC, dated as of October 9, 2019.	Incorporated herein by reference to Exhibit 3.3 to the registrant's Current Report on Form 8-K (#001-35574) filed on October 10, 2019.
10.1	Confidentiality, Non-Solicitation and Non-Competition Agreement, dated as of March 7, 2013, between EQT Corporation and Brian Pietrandrea.	Filed herewith as Exhibit 10.1.
10.2	Amendment to Confidentiality, Non-Solicitation and Non-Competition Agreement, effective as of January 1, 2014, between EQT Corporation and Brian P. Pietrandrea.	Filed herewith as Exhibit 10.2.
10.3	Second Amendment to Confidentiality, Non-Solicitation and Non-Competition Agreement, effective as of January 1, 2015, between EQT Corporation and Brian P. Pietrandrea.	Filed herewith as Exhibit 10.3.
10.4	Third Amendment to Confidentiality, Non-Solicitation and Non-Competition Agreement, effective as of August 20, 2019, between Equitrans Midstream Corporation and Brian P. Pietrandrea.	Filed herewith as Exhibit 10.4.
10.5	Term Loan Agreement, dated as of August 16, 2019, by and among EQM Midstream Partners, LP, as borrower, Toronto Dominion (Texas) LLC, as administrative agent, and the lenders party thereto.	Incorporated herein by reference to Exhibit 10.1 to the registrant's Form 8-K (#001-35574) filed on August 19, 2019.
31.1	Rule 13(a)-14(a) Certification of Principal Executive Officer.	Filed herewith as Exhibit 31.1.
31.2	Rule 13(a)-14(a) Certification of Principal Financial Officer.	Filed herewith as Exhibit 31.2.
32	Section 1350 Certification of Principal Executive Officer and Principal Financial Officer.	Furnished herewith as Exhibit 32.
101	Inline Interactive Data File	Filed herewith as Exhibit 101.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)	Filed herewith as Exhibit 104.

Signature

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.

EQM Midstream Partners, LP

(Registrant)

By: EQGP Services, LLC, its General Partner

By: /s/ Kirk R. Oliver

Kirk R. Oliver

Senior Vice President and Chief Financial Officer

Date: November 5, 2019

EXHIBIT 3.1

FOURTH AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP

OF

EQM MIDSTREAM PARTNERS, LP

A Delaware Limited Partnership

Dated as of

April 10, 2019

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FOURTH AMENDED AND RESTATED AGREEMENT OF

LIMITED PARTNERSHIP OF EQM MIDSTREAM PARTNERS, LP

THIS FOURTH AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF EQM MIDSTREAM PARTNERS, LP, a Delaware limited partnership (the "***Partnership***"), dated as of April 10, 2019, is entered into by and among EQGP Services, LLC, a Delaware limited liability company (the "***General Partner***"), Equitrans Gathering Holdings, LLC, a Delaware limited liability company and a Limited Partner of the Partnership ("***EGH***"), EQM GP Corporation, a Delaware corporation and a Limited Partner of the Partnership ("***EQM GP Corp***"), and Equitrans Midstream Holdings, LLC, a Delaware limited liability company and a Limited Partner of the Partnership ("***EMH***"), together with any other Persons (as defined below) who are or who become Partners in the Partnership or parties hereto as provided herein.

WHEREAS, that certain First Amended and Restated Agreement of Limited Partnership of the Partnership, dated July 2, 2012 (the "***First Restated Partnership Agreement***"), was adopted in connection with the Initial Public Offering (as defined below) and was subsequently amended (as so amended, the "***Amended First Restated Partnership Agreement***");

WHEREAS, the Amended First Restated Partnership Agreement was amended and restated on October 12, 2018 (as amended and restated, the "***Second Restated Partnership Agreement***") to reflect, among other things, the change of the Partnership's name from EQT Midstream Partners, LP to EQM Midstream Partners, LP;

WHEREAS, the Partnership and the General Partner entered into an Agreement and Plan of Merger, dated as of February 13, 2019 (the "***IDR Merger Agreement***"), with Equitrans Midstream Corporation, a Pennsylvania corporation ("***ETRN***"), EGH, EMH, EQM GP Corp, Equitrans Merger Sub, LP, a Delaware limited partnership ("***Merger Sub***"), Equitrans Transaction Sub GP, LLC, a Delaware limited liability company, EQGP Holdings, LP, a Delaware limited partnership ("***EQGP***"), and EQM Midstream Services, LLC, a Delaware limited liability company and the former general partner of the Partnership (the "***Former General Partner***"), pursuant to which, among other things, the parties thereto agreed to the exchange and cancellation of the outstanding Incentive Distribution Rights (as defined below) and the restructuring of the General Partner Interest (as defined in the Second Restated Partnership Agreement) pursuant to a series of transactions, including the merger of Merger Sub with and into EQGP, resulting in, among other things, the cancellation of (a) the Incentive Distribution Rights, (b) the economic portion of the General Partner Interest and (c) the issued and outstanding common units representing limited partner interests in EQGP (the "***EQGP Common Units***") and, as consideration for such cancellation, the receipt by certain Affiliates (as defined below) of ETRN of Common Units (as defined below) and Class B Units (as defined below) and the retention of a non-economic general partner interest in the Partnership, all on the terms and subject to the conditions set forth in the IDR Merger Agreement and the Third Restated Partnership Agreement (as defined below) (the "***Simplification Transaction***");

WHEREAS, pursuant to the IDR Merger Agreement, the Second Restated Partnership Agreement was amended by that certain First Amendment to Second Amended and Restated Agreement of Limited Partnership, dated as of February 22, 2019 (the "***First Amendment***," and the Second Restated Partnership Agreement, as amended by the First Amendment, the "***Amended Second Restated Partnership Agreement***"), pursuant to which the Incentive Distribution Rights and the economic portion of the General Partner Interest (as defined in the Second Restated Partnership Agreement) were cancelled in exchange for the issuance by the Partnership to the Former General Partner of the Exchange Consideration (as defined below);

WHEREAS, the Amended Second Restated Partnership Agreement was amended and restated on February 22, 2019, effective as of the Effective Time (as defined in the IDR Merger Agreement) (as amended and restated, the "***Third Restated Partnership Agreement***") to reflect, among other things, the Simplification Transaction;

WHEREAS, the General Partner desires to amend and restate the Third Restated Partnership Agreement in its entirety to provide for a new class of convertible preferred securities and to provide for such other changes as the General Partner has determined are necessary and appropriate in connection with the issuance of such securities;

WHEREAS, Section 13.1(g) and Section 13.1(m) of the Third Restated Partnership Agreement provide that the General Partner, without the approval of any Limited Partners (as defined below), may amend any provision of the Third Restated Partnership Agreement and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect (a) an amendment that the General Partner determines to be necessary or appropriate in connection with the authorization or issuance of any class or series of Partnership Interests pursuant to the General Partner's right under Section 5.6 of the Third Restated Partnership Agreement to cause the Partnership to issue additional Partnership Interests for any partnership purpose at any time and from time to time to such Persons for such consideration and on such terms and conditions as the General Partner shall determine, all without the approval of any Limited Partners and (b) any other amendments substantially similar to the foregoing; and

WHEREAS, the General Partner determined that the changes to the Third Restated Partnership Agreement to be effected by this Agreement (a) are necessary and appropriate in connection with the authorization and issuance of the Series A Preferred Units and/or (b) are amendments substantially similar to the foregoing.

NOW, THEREFORE, the General Partner does hereby amend and restate the Third Restated Partnership Agreement, pursuant to its authority under Section 13.1(g) and Section 13.1(m) of the Third Restated Partnership Agreement, to provide, in its entirety, as follows:

Article I

Article II **DEFINITIONS**

Section 1. *Definitions*. The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

"***Adjusted Capital Account***" means the Capital Account maintained for each Partner as of the end of each taxable period of the Partnership, (a) increased by any amounts that such Partner is obligated to restore under the standards set by Treasury Regulation Section 1.704-1(b)(2)(ii)(c) (or is deemed obligated to restore under Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5)) and (b) decreased by (i) the amount of all losses and deductions that, as of the end of such taxable period, are reasonably expected to be allocated to such Partner in subsequent taxable periods under Sections 704(e)(2) and 706(d) of the Code and Treasury Regulation Section 1.751-1(b)(2)(ii), and (ii) the amount of all distributions that, as of the end of such taxable period, are reasonably expected to be made to such Partner in subsequent taxable periods in accordance with the terms of this Agreement or otherwise to the extent they exceed offsetting increases to such Partner's Capital Account that are reasonably expected to occur during (or prior to) the taxable period in which such distributions are reasonably expected to be made (other than increases as a result of a minimum gain chargeback pursuant to Section 6.1(d)(i) or 6.1(d)(ii)). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith. The "Adjusted Capital Account" of a Partner in respect of any Partnership

Interest shall be the amount that such Adjusted Capital Account would be if such Partnership Interest were the only interest in the Partnership held by such Partner from and after the date on which such Partnership Interest was first issued.

"***Adjusted Property***" means any property the Carrying Value of which has been adjusted pursuant to Section 5.5(d).

"***Affiliate***" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise. Notwithstanding anything to the contrary provided herein, for purposes of this Agreement, no Series A Preferred Unitholder shall be considered an Affiliate of the Partnership, and no Series A Preferred Unitholder or any of its Affiliates shall be considered Affiliates of any other Series A Preferred Unitholder or any of such other Series A Preferred Unitholder's Affiliates, in either case, solely by virtue of such Series A Preferred Unitholder's ownership of the Series A Preferred Units. Notwithstanding anything in this definition to the contrary, for purposes of this Agreement, (a) the Partnership Group, on the one hand, and any Series A Preferred Unitholder, on the other hand, shall not be considered Affiliates and (b) any fund or account managed, advised or subadvised, directly or indirectly, by a Series A Preferred Unitholder or its Affiliates, shall be considered an Affiliate of such Series A Preferred Unitholder.

"***Agreed Allocation***" means any allocation, other than a Required Allocation, of an item of income, gain, loss or deduction pursuant to the provisions of Section 6.1, including a Curative Allocation (if appropriate to the context in which the term "Agreed Allocation" is used).

"***Agreed Value***" of any Contributed Property means the fair market value of such property or other consideration at the time of contribution and in the case of an Adjusted Property, the fair market value of such Adjusted Property on the date of the Revaluation Event as described in Section 5.5(d), in both cases as determined by the General Partner. The General Partner shall use such method as it determines to be appropriate to allocate the aggregate Agreed Value of Contributed Properties contributed to the Partnership in a single or integrated transaction among each separate property on a basis proportional to the fair market value of each Contributed Property.

"***Agreement***" means this Fourth Amended and Restated Agreement of Limited Partnership of EQM Midstream Partners, LP, as it may be amended, supplemented or restated from time to time.

"***Amended First Restated Partnership Agreement***" has the meaning given such term in the recitals.

"***Amended Second Restated Partnership Agreement***" has the meaning given such term in the recitals.

"***Associate***" means, when used to indicate a relationship with any Person, (a) any corporation or organization of which such Person is a director, officer, manager, member, general partner or managing member or is, directly or indirectly, the owner of 20% or more of any class of voting stock or other voting interest, (b) any trust or other estate in which such Person has at least a 20% beneficial interest or as to which such Person serves as trustee or in a similar fiduciary capacity, and (c) any relative or spouse of such Person, or any relative of such spouse, who has the same principal residence as such Person.

"***Available Cash***" means, with respect to any Quarter ending prior to the Liquidation Date:

(a) the sum of:

(i) all cash and cash equivalents of the Partnership Group (or the Partnership's proportionate share of cash and cash equivalents in the case of Subsidiaries that are not wholly owned) on hand at the end of such Quarter; and

(ii) if the General Partner so determines, all or any portion of additional cash and cash equivalents of the Partnership Group (or the Partnership's proportionate share of cash and cash equivalents in the case of Subsidiaries that are not wholly owned) on hand on the date of determination of Available Cash with respect to such Quarter resulting from Working Capital Borrowings made subsequent to the end of such Quarter; *less*

(b) the amount of any cash reserves established by the General Partner (or the Partnership's proportionate share of cash reserves in the case of Subsidiaries that are not wholly owned) to:

(i) provide for the proper conduct of the business of the Partnership Group (including reserves for future capital expenditures, for anticipated future debt service requirements of the Partnership Group, for the payment of Series A Quarterly Distributions and for refunds of collected rates reasonably likely to be refunded as a result of a settlement or hearing relating to FERC rate proceedings) subsequent to such Quarter;

(ii) comply with applicable law or any loan agreement, security agreement, mortgage, debt instrument or other agreement or obligation to which any Group Member is a party or by which it is bound or its assets are subject; or

(iii) provide funds for distributions under Section 6.3 in respect of any one or more of the next four Quarters;

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

Notwithstanding the foregoing, "***Available Cash***" with respect to the Quarter in which the Liquidation Date occurs and any subsequent Quarter shall equal zero.

"***BBA***" means the Bipartisan Budget Act of 2015.

"***Board of Directors***" means, with respect to the General Partner, its board of directors or board of managers, if the General Partner is a corporation or limited liability company, or the board of directors or board of managers of the general partner of the General Partner, if the General Partner is a limited partnership, as applicable.

"***Book-Tax Disparity***" means with respect to any item of Contributed Property or Adjusted Property, as of the date of any determination, the difference between the Carrying Value of such Contributed Property or Adjusted Property and the adjusted basis thereof for federal income tax purposes as of such date. A Partner's share of the Partnership's Book-Tax Disparities in all of its Contributed Property and Adjusted Property will be reflected by the difference between such Partner's Capital Account balance as maintained pursuant to Section 5.5 and the hypothetical balance of such Partner's Capital Account computed as if it had been maintained strictly in accordance with federal income tax accounting principles.

"***Business Day***" means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States of America or the Commonwealth of Pennsylvania shall not be regarded as a Business Day.

"***Capital Account***" means the capital account maintained for a Partner pursuant to Section 5.5. The "Capital Account" of a Partner in respect of any Partnership Interest shall be the amount that such Capital

Account would be if such Partnership Interest were the only interest in the Partnership held by such Partner from and after the date on which such Partnership Interest was first issued.

"***Capital Contribution***" means (a) any cash, cash equivalents or the Net Agreed Value of Contributed Property that a Partner contributes to the Partnership or that is contributed or deemed contributed to the Partnership on behalf of a Partner (including, in the case of an underwritten offering of Units, the amount of any underwriting discounts or commissions) or (b) current distributions that a Partner is entitled to receive but otherwise waives.

"***Capital Stock***" means: (a) in the case of a corporation, corporate stock; (b) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock; (c) in the case of a partnership or limited liability company, partnership interests (whether general or limited), limited liability company interests or membership interests; and (d) any other equity interest or participation in an entity that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"***Carrying Value***" means (a) with respect to a Contributed Property or Adjusted Property, the Agreed Value of such property reduced (but not below zero) by all depreciation, amortization and cost recovery deductions charged to the Partners' Capital Accounts in respect of such property and (b) with respect to any other Partnership property, the adjusted basis of such property for federal income tax purposes, all as of the time of determination; provided that the Carrying Value of any property shall be adjusted from time to time in accordance with Sections 5.5(d)(i) and 5.5(d)(ii) and to reflect changes, additions or other adjustments to the Carrying Value for dispositions and acquisitions of Partnership properties, as deemed appropriate by the General Partner.

"***Cause***" means a court of competent jurisdiction has entered a final, non-appealable judgment finding the General Partner liable to the Partnership or any Limited Partner for actual fraud or willful misconduct in its capacity as a general partner of the Partnership.

"***Certificate***" means a certificate in such form (including global form if permitted by applicable rules and regulations) as may be adopted by the General Partner, issued by the Partnership evidencing ownership of one or more classes of Partnership Interests. The form of certificate approved as of the date of this Agreement by the General Partner for Common Units is attached as Exhibit A to this Agreement.

"***Certificate of Limited Partnership***" means the Certificate of Limited Partnership of the Partnership filed with the Secretary of State of the State of Delaware as referenced in Section 7.2, as amended on October 12, 2018 and February 22, 2019, as such Certificate of Limited Partnership may be further amended, supplemented or restated from time to time.

"***Change of Control***" means any transaction or series of related transactions pursuant to which a Person or Group would acquire (a) all of the Partnership's Outstanding Limited Partner Interests, (b) all or substantially all of the assets of the Partnership and its Subsidiaries for cash or (c) a majority of the Outstanding Limited Partner Interests of the Partnership pursuant to a non-consensual tender offer or exchange offer and, following such acquisition, such Person or Group removes the General Partner and replaces it with another Person that is not ETRN or an Affiliate of ETRN, in the case of (a) or (b), whether by way of merger, consolidation or otherwise.

"***claim***" (as used in Section 7.12(g)) has the meaning given such term in Section 7.12(g).

"***Class B Conversion Date***" means the Class B-1 Conversion Date, the Class B-2 Conversion Date or the Class B-3 Conversion Date, as applicable.

"***Class B-1 Conversion Date***" means April 1, 2021.

"***Class B-2 Conversion Date***" means April 1, 2022.

"***Class B-3 Conversion Date***" means April 1, 2023.

"***Class B Units***" means, individually or in the aggregate as the context may require, the Class B-1 Units, Class B-2 Units and Class B-3 Units. A Class B Unit that is convertible into a Common Unit shall not constitute a Common Unit until such conversion occurs. For the avoidance of doubt, except as otherwise set forth herein, the Class B Units shall constitute one class and the Class B-1 Units, Class B-2 Units and Class B-3 Units shall not constitute separate classes but shall be considered sub-classes of Class B Units.

"***Class B-1 Unit***" means a Limited Partner Interest having the rights and obligations specified with respect to Class B-1 Units in this Agreement.

"***Class B-2 Unit***" means a Limited Partner Interest having the rights and obligations specified with respect to Class B-2 Units in this Agreement.

"***Class B-3 Unit***" means a Limited Partner Interest having the rights and obligations specified with respect to Class B-3 Units in this Agreement.

"***Closing Price***" for any day, means the last sale price on such day, regular way, or in case no such sale takes place on such day, the average of the last closing bid and ask prices on such day, regular way, in either case as reported on the principal National Securities Exchange on which such Limited Partner Interests are listed or admitted to trading or, if such Limited Partner Interests of such class are not listed or admitted to trading on any National Securities Exchange, the average of the high bid and low ask prices on such day in the over-the-counter market, as reported by such other system then in use, or, if on any such day such Limited Partner Interests of such class are not quoted by any such organization, the average of the closing bid and ask prices on such day as furnished by a professional market maker making a market in such Limited Partner Interests of such class selected by the General Partner, or if on any such day no market maker is making a market in such Limited Partner Interests of such class, the fair value of such Limited Partner Interests on such day as determined by the General Partner.

"***Code***" means the Internal Revenue Code of 1986, as amended and in effect from time to time. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of any successor law.

"***Combined Interest***" has the meaning given such term in Section 11.3(a).

"***Commission***" means the United States Securities and Exchange Commission.

"***Common Unit***" means a Limited Partner Interest having the rights and obligations specified with respect to Common Units in this Agreement. The term "Common Unit" does not include a Series A Preferred Unit or Class B Unit prior to its conversion into a Common Unit pursuant to the terms hereof.

*"**Competitor***" means any Person whose primary business is the exploration, production, development, storage, processing, gathering or transportation of crude oil, natural gas or water (fresh or produced) in the Eastern United States, but excluding any Person whose primary business is being a (i) lender or private equity

sponsor to companies engaged in any aspect of the midstream oil and gas industry or (ii) passive investor in midstream oil and gas properties.

"***Conflicts Committee***" means a committee of the Board of Directors of the General Partner composed of two or more directors, each of whom (a) is not an officer or employee of the General Partner, (b) is not an officer, director or employee of any Affiliate of the General Partner (other than Group Members), (c) is not a holder of any ownership interest in the General Partner or its Affiliates or the Partnership Group other than (i) Common Units and (ii) awards that are granted to such director in his capacity as a director under any long-term incentive plan, equity compensation plan or similar plan implemented by the General Partner or the Partnership and (d) is determined by the Board of Directors of the General Partner to be independent under the independence standards for directors who serve on an audit committee of a board of directors established by the Exchange Act and the rules and regulations of the Commission thereunder and by the National Securities Exchange on which the Common Units are listed or admitted to trading (or if no such National Securities Exchange, the New York Stock Exchange).

"***Contributed Property***" means each property or other asset, in such form as may be permitted by the Delaware Act, but excluding cash, contributed to the Partnership. Once the Carrying Value of a Contributed Property is adjusted pursuant to Section 5.5(d), such property or other asset shall no longer constitute a Contributed Property but shall be deemed an Adjusted Property.

"***Contribution Agreement***" means that certain Contribution, Conveyance and Assumption Agreement, dated as of July 2, 2012, among the Partnership, the Former General Partner, the Operating Company, Equitrans Services, LLC, Equitrans, EQT Midstream Investments, LLC, ET Blue Glass, LLC, EQT Investments Holdings, LLC and EQT Corp, together with the additional conveyance documents and instruments contemplated or referenced thereunder, as such may be amended, supplemented or restated from time to time.

"***Converted Class B Units***" has the meaning given such term in Section 6.1(d)(x)(A).

"***Curative Allocation***" means any allocation of an item of income, gain, deduction, loss or credit pursuant to the provisions of Section 6.1(d)(xi).

"***Current Market Price***" as of any date of any class of Limited Partner Interests, means the average of the daily Closing Prices per Limited Partner Interest of such class for the 20 consecutive Trading Days immediately prior to such date.

"***Delaware Act***" means the Delaware Revised Uniform Limited Partnership Act, 6 Del C. Section 17-101, et seq., as amended, supplemented or restated from time to time, and any successor to such statute.

"***Departing General Partner***" means a former general partner from and after the effective date of any withdrawal or removal of such former general partner pursuant to Section 11.1 or Section 11.2.

"***Derivative Partnership Interests***" means any options, rights, warrants, appreciation rights, tracking, profit and phantom interests and other derivative securities relating to, convertible into or exchangeable for Partnership Interests.

"***Economic Risk of Loss***" has the meaning set forth in Treasury Regulation Section 1.752-2(a).

"***EGH***" has the meaning given such term in the preamble.

"***Eligibility Certificate***" means a certificate the General Partner may request a Limited Partner to execute as to such Limited Partner's (or such Limited Partner's beneficial owners') federal income tax status or nationality, citizenship or other related status for the purpose of determining whether such Limited Partner is an Ineligible Holder.

"***Eligible Taxable Holder***" means a Person or type or category of Person (a) whose, or whose owners', U.S. federal income tax status (or lack of proof of U.S. federal income tax status) does not have or is not reasonably likely to have, as determined by the General Partner, a material adverse effect on the rates that can be charged to customers by any Group Member with respect to assets that are subject to regulation by the FERC or similar regulatory body or (b) as to whom the General Partner cannot make the determination provided for in clause (a), if the General Partner determines that it is in the best interest of the Partnership to permit such Person or type or category of Persons to own Partnership Interests. Schedule I to the Partnership Agreement provides examples of Persons that the General Partner has determined are Eligible Taxable Holders and Persons that the General Partner has determined are not Eligible Taxable Holders. Any such determination may be changed by the General Partner from time to time and such new determination will apply to both existing and additional Limited Partners.

"***EMH***" has the meaning given such term in the preamble.

"***EQGP***" has the meaning given such term in the recitals.

"***EQGP Common Units***" has the meaning given such term in the recitals.

"***EQM GP Corp***" has the meaning given such term in the preamble.

"***EQT Corp***" means EQT Corporation, a Pennsylvania corporation.

"***EQT Omnibus Agreement***" means that certain Amended and Restated Omnibus Agreement, dated as of November 13, 2018, among EQT Corp, the Former General Partner and the Partnership, as such agreement may be amended, supplemented or restated from time to time.

"***Equitrans***" means Equitrans, L.P., a Pennsylvania limited partnership.

"***ETRN***" has the meaning given such term in the recitals.

"***ETRN Omnibus Agreement***" means that certain Amended and Restated Omnibus Agreement, dated as of March 31, 2019, among ETRN, the General Partner, the Former General Partner and the Partnership, as such agreement may be amended, supplemented or restated from time to time.

"***Event Issue Value***" means, with respect to any Common Unit as of any date of determination, (i) in the case of a Revaluation Event that includes the issuance of Common Units pursuant to a public offering and solely for cash, the price paid for such Common Units, or (ii) in the case of any other Revaluation Event, the Closing Price of the Common Units on the date of such Revaluation Event or, if the General Partner determines that a value for the Common Unit other than such Closing Price more accurately reflects the Event Issue Value, the value determined by the General Partner.

"***Event of Withdrawal***" has the meaning given such term in Section 11.1(a).

"***Excess Distribution***" has the meaning given such term in Section 6.1(d)(iii).

"***Excess Distribution Unit***" has the meaning given such term in Section 6.1(d)(iii).

"***Exchange***" has the meaning given such term in Section 5.1(a).

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, supplemented or restated from time to time, and any successor to such statute.

"***Exchange Consideration***" has the meaning given such term in Section 5.1(a).

"***FERC***" means the Federal Energy Regulatory Commission, or any successor to the powers thereof.

"***First Amendment***" has the meaning given such term in the recitals.

"***First Restated Partnership Agreement***" has the meaning given such term in the recitals.

"***Former General Partner***" has the meaning given such term in the recitals.

"***General Partner***" has the meaning given such term in the preamble and shall include its successors and permitted assigns that are admitted to the Partnership as general partner of the Partnership, in their capacity as general partner of the Partnership (except as the context otherwise requires).

"***General Partner Interest***" means the non-economic management interest of the General Partner in the Partnership (in its capacity as a general partner without reference to any Limited Partner Interest held by it), and includes any and all benefits to which the General Partner is entitled as provided in this Agreement, together with all obligations of the General Partner to comply with the terms and provisions of this Agreement. The General Partner Interest does not include any rights to receive distributions of Available Cash or distributions upon the dissolution and liquidation or winding-up of the Partnership.

"***General Partner Unit***" means a unit that represented a fractional part of the General Partner Interest (as defined in the Second Restated Partnership Agreement) prior to the cancellation of the economic portion of such General Partner Interest pursuant to the First Amendment.

"***Gross Liability Value***" means, with respect to any Liability of the Partnership described in Treasury Regulation Section 1.752-7(b)(3)(i), the amount of cash that a willing assignor would pay to a willing assignee to assume such Liability in an arm's-length transaction.

"***Group***" means one or more Persons that have, or with or through any of their respective Affiliates or Associates have, any contract, arrangement, understanding or relationship for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent given to such Person in response to a proxy or consent solicitation made to 10 or more Persons), exercising investment power or disposing of any Partnership Interests with any other Person(s) that beneficially own, or whose Affiliates or Associates beneficially own, directly or indirectly, Partnership Interests.

"***Group Member***" means a member of the Partnership Group.

"***Group Member Agreement***" means the partnership agreement of any Group Member, other than the Partnership, that is a limited or general partnership, the limited liability company agreement of any Group Member that is a limited liability company, the certificate of incorporation and bylaws or similar organizational documents of any Group Member that is a corporation, the joint venture agreement or similar governing document of any Group Member that is a joint venture and the governing or organizational or similar documents of any other Group Member that is a Person other than a limited or general partnership, limited liability company, corporation or joint venture, as such may be amended, supplemented or restated from time to time.

"***Holder***" means any of the following:

(c) the General Partner who is the record holder of Registrable Securities;

(d) any Affiliate of the General Partner who is the Record Holder of Registrable Securities (other than natural persons who are Affiliates of the General Partner by virtue of being officers, directors or employees of the General Partner or any of its Affiliates);

(e) any Person that has been the General Partner within the prior two years and who is the Record Holder of Registrable Securities;

(f) any Person that has been an Affiliate of the General Partner within the prior two years and who is the Record Holder of Registrable Securities (other than natural persons who were Affiliates of the General Partner by virtue of being officers, directors or employees of the General Partner or any of its Affiliates); and

(g) a transferee and current Record Holder of Registrable Securities to whom the transferor of such Registrable Securities, who was a Holder at the time of such transfer, assigns its rights and obligations under this Agreement; provided such transferee agrees in writing to be bound by the terms of this Agreement and provides its name and address to the Partnership promptly upon such transfer.

"***IDR Merger Agreement***" has the meaning given such term in the recitals.

"***Imputed Underpayment***" means an imputed underpayment under Section 6225 of the Code, as amended by the BBA.

"***Incentive Distribution Right***" means the non-voting Limited Partner Interest that, prior to the closing of the transactions contemplated by the IDR Merger Agreement and the execution and effectiveness of the First Amendment, was held by the Former General Partner and pursuant to which the Former General Partner was entitled to certain incentive distributions under the Second Restated Partnership Agreement.

"***Indemnified Persons***" has the meaning given such term in Section 7.12(g)(i).

"***Indemnitee***" means (a) the Former General Partner and the General Partner, (b) any Departing General Partner, (c) any Person who is or was an Affiliate of the General Partner, any Departing General Partner or the Former General Partner, (d) any Person who is or was a manager, managing member, general partner, director, officer, fiduciary or trustee of (i) any Group Member, the General Partner, any Departing General Partner or the Former General Partner or (ii) any Affiliate of any Group Member, the General Partner, any Departing General Partner or the Former General Partner, (e) any Person who is or was serving at the request of the General Partner, any Departing General Partner or the Former General Partner or any Affiliate of the General Partner, any Departing General Partner or the Former General Partner as a manager, managing member, general partner, director, officer, fiduciary or trustee of another Person owing a fiduciary duty to any Group Member; provided that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services, and (f) any Person the General Partner designates as an "Indemnitee" for purposes of this Agreement because such Person's status, service or relationship exposes such Person to potential claims, demands, suits or proceedings relating to the Partnership Group's business and affairs.

"***Ineligible Holder***" means a Limited Partner who is not an Eligible Taxable Holder or whose nationality, citizenship or other related status the General Partner determines, upon receipt of an Eligibility Certificate or other requested information, has created or would create under any federal, state or local law or regulation to which a Group Member is subject, a substantial risk of cancellation or forfeiture of any property in which a Group Member has an interest. Notwithstanding the foregoing, the Partnership and the General Partner acknowledge that none of the Series A Preferred Unitholders shall be considered an Ineligible Holder.

"***Initial Public Offering***" means the initial offering and sale of Common Units to the public as described in the IPO Registration Statement.

"***IPO Closing Date***" means the first date on which Common Units were sold by the Partnership to the IPO Underwriters pursuant to the provisions of the Underwriting Agreement.

"***IPO Registration Statement***" means the Registration Statement on Form S-1 (File No. 333-179487), as amended, filed by the Partnership with the Commission under the Securities Act to register the offering and sale of the Common Units in the Initial Public Offering.

"***IPO Underwriter***" means each Person named as an underwriter in Schedule I to the Underwriting Agreement who purchased Common Units pursuant thereto.

"***Liability***" means any liability or obligation of any nature, whether accrued, contingent or otherwise.

"***LIBOR Determination Date***" means the second London Banking Day prior to the beginning of the applicable Quarter.

"***Limited Partner***" means, unless the context otherwise requires, each Person who has been admitted and continues as a limited partner of the Partnership as of the date hereof, each additional Person that becomes a Limited Partner pursuant to the terms of this Agreement and any Departing General Partner upon the change of its status from General Partner to Limited Partner pursuant to Section 11.3, in each case, in such Person's capacity as a limited partner of the Partnership.

"***Limited Partner Interest***" means an interest of a Limited Partner in the Partnership, which may be evidenced by Common Units, Class B Units, Series A Preferred Units or other Partnership Interests (other than a General Partner Interest) or a combination thereof (but excluding Derivative Partnership Interests), and includes any and all benefits to which such Limited Partner is entitled as provided in this Agreement, together with all obligations of such Limited Partner pursuant to the terms and provisions of this Agreement.

"***Liquidation Date***" means (a) in the case of an event giving rise to the dissolution of the Partnership of the type described in clauses (a) and (b) of the third sentence of Section 12.1, the date on which the applicable time period during which the holders of Outstanding Units have the right to elect to continue the business of the Partnership has expired without such an election being made and (b) in the case of any other event giving rise to the dissolution of the Partnership, the date on which such event occurs.

"***Liquidator***" means one or more Persons selected by the General Partner to perform the functions described in Section 12.4 as liquidating trustee of the Partnership within the meaning of the Delaware Act.

"***London Banking Day***" means any day on which commercial banks are open for business in London and on which dealings in deposits in U.S. dollars are transacted in the London interbank market.

"***Merger***" has the meaning given such term in Section 5.1(c).

"***Merger Agreement***" has the meaning given such term in Section 14.1.

"***Merger Consideration***" means 101,811,643 Common Units and 7,000,000 Class B Units (comprised of 2,500,000 Class B-1 Units, 2,500,000 Class B-2 Units and 2,000,000 Class B-3 Units), with (a) 89,505,616 Common Units and 6,153,907 Class B Units (comprised of 2,197,824 Class B-1 Units, 2,197,824 Class B-2 Units and 1,758,259 Class B-3 Units) being issued to EGH, (b) 89,536 Common Units and 6,155 Class B Units (comprised of 2,198 Class B-1 Units, 2,198 Class B-2 Units and 1,759 Class B-3 Units) being issued

to EQM GP Corp and (c) 12,216,491 Common Units and 839,938 Class B Units (comprised of 299,978 Class B-1 Units, 299,978 Class B-2 Units and 239,982 Class B-3 Units) being issued to EMH.

"***Merger Sub***" has the meaning given such term in the recitals.

"***MOIC Common Units***" has the meaning given such term in Section 5.11(b)(vi)(B)(2).

"***MOIC Value***" means a value per converted Series A Preferred Unit calculated as follows: (i) the number of MOIC Common Units into which such Series A Preferred Unit will be converted, *multiplied by* (ii) the lesser of (x) 95% of the VWAP of the Common Units for the 20-day period immediately preceding the consummation of such Series A Change of Control and (y) the Closing Price of one Common Unit on the Trading Day immediately preceding the date of the consummation of such Series A Change of Control.

"***National Securities Exchange***" means an exchange registered with the Commission under Section 6(a) of the Exchange Act (or any successor to such Section).

"***Net Agreed Value***" means, (a) in the case of any Contributed Property, the Agreed Value of such property or other consideration reduced by any Liabilities either assumed by the Partnership upon such contribution or to which such property or other consideration is subject when contributed and (b) in the case of any property distributed to a Partner by the Partnership, the Partnership's Carrying Value of such property (as adjusted pursuant to Section 5.5(d)(ii)) at the time such property is distributed, reduced by any Liabilities either assumed by such Partner upon such distribution or to which such property is subject at the time of distribution, in either case as determined and required by the Treasury Regulations promulgated under Section 704(b) of the Code.

"***Net Income***" means, for any taxable period, the excess, if any, of the Partnership's items of income and gain for such taxable period over the Partnership's items of loss and deduction for such taxable period. The items included in the calculation of Net Income shall be determined in accordance with Section 5.5(b) and shall not include any items specially allocated under Section 6.1(d).

"***Net Loss***" means, for any taxable period, the excess, if any, of the Partnership's items of loss and deduction for such taxable period over the Partnership's items of income and gain for such taxable period. The items included in the calculation of Net Loss shall be determined in accordance with Section 5.5(b) and shall not include any items specially allocated under Section 6.1(d).

"***Noncompensatory Option***" has the meaning set forth in Treasury Regulation Section 1.721-2(f).

"***Nonrecourse Built-in Gain***" means with respect to any Contributed Properties or Adjusted Properties that are subject to a mortgage or pledge securing a Nonrecourse Liability, the amount of any taxable gain that would be allocated to the Partners pursuant to Section 6.2(b) if such properties were disposed of in a taxable transaction in full satisfaction of such liabilities and for no other consideration.

"***Nonrecourse Deductions***" means any and all items of loss, deduction or expenditure (including any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(b), are attributable to a Nonrecourse Liability.

"***Nonrecourse Liability***" has the meaning set forth in Treasury Regulation Section 1.752-1(a)(2).

"***Notice***" means a written request from a Holder pursuant to Section 7.12(a) which shall (i) specify the Registrable Securities intended to be registered, offered and sold by such Holder, (ii) describe the nature or method of the proposed offer and sale of Registrable Securities, and (iii) contain the undertaking of such

Holder to provide all such information and materials and take all action as may be required or appropriate in order to permit the Partnership to comply with all applicable requirements and obligations in connection with the registration and disposition of such Registrable Securities pursuant to Section 7.12.

"***Notice of Election to Purchase***" has the meaning given such term in Section 15.1(b).

"***Notice of Issuance***" has the meaning given such term in Section 5.11(b)(viii).

"***Operating Company***" means Equitrans Investments, LLC, a Delaware limited liability company, and any successors thereto.

"***Opinion of Counsel***" means a written opinion of counsel (who may be regular counsel to, or the general counsel or other inside counsel of, the Partnership or the General Partner or any of its Affiliates) acceptable to the General Partner or to such other person selecting such counsel or obtaining such opinion.

"***Outstanding***" means, with respect to Partnership Interests, all Partnership Interests that are issued by the Partnership and reflected as outstanding in the Register as of the date of determination; *provided*, *however*, that if at any time any Person or Group (including holders of Series A Conversion Units, but excluding the General Partner or its Affiliates) beneficially owns 20% or more of the Outstanding Partnership Interests of any class then Outstanding, all Partnership Interests owned by such Person or Group shall not be entitled to be voted on any matter and shall not be considered to be Outstanding when sending notices of a meeting of Limited Partners to vote on any matter (unless otherwise required by law), calculating required votes, determining the presence of a quorum or for other similar purposes under this Agreement, except that Partnership Interests so owned shall be considered to be Outstanding for purposes of Section 11.1(b)(iv) (such Partnership Interests shall not, however, be treated as a separate class of Partnership Interests for purposes of this Agreement or the Delaware Act); *provided*, further, that the foregoing limitation shall not apply to (i) any Person or Group who acquired 20% or more of the Outstanding Partnership Interests of any class then Outstanding directly from the General Partner, the Former General Partner or their respective Affiliates (other than the Partnership), (ii) any Person or Group who acquired 20% or more of the Outstanding Partnership Interests of any class then Outstanding directly or indirectly from a Person or Group described in clause (i) provided that, upon or prior to such acquisition, the General Partner or Former General Partner, as applicable, shall have notified such Person or Group in writing that such limitation shall not apply, (iii) any Person or Group who acquired 20% or more of any Partnership Interests issued by the Partnership with the prior approval of the Board of Directors of the General Partner or the Former General Partner, as applicable, (iv) the Series A Preferred Unitholders with respect to their ownership (beneficial or record) of the Series A Preferred Units or (v) any Series A Preferred Unitholder in connection with any vote, consent or approval of the Series A Preferred Unitholders as a separate class. For the avoidance of doubt, the limitations set forth in this definition shall apply to each Record Holder of Series A Conversion Units (together with its Affiliates), and clauses (i)-(iii) above shall not render such limitations inapplicable.

"***Partner Nonrecourse Debt***" has the meaning set forth in Treasury Regulation Section 1.704-2(b)(4).

"***Partner Nonrecourse Debt Minimum Gain***" has the meaning set forth in Treasury Regulation Section 1.704-2(i)(2).

"***Partner Nonrecourse Deductions***" means any and all items of loss, deduction or expenditure (including any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(i), are attributable to a Partner Nonrecourse Debt.

"***Partners***" means the General Partner and the Limited Partners.

"***Partnership***" has the meaning given such term in the preamble.

"***Partnership Group***" means, collectively, the Partnership and its Subsidiaries.

"***Partnership Interest***" means any class or series of interest in the Partnership, which shall include any Limited Partner Interests and the General Partner Interest but shall exclude any Derivative Partnership Interests.

"***Partnership Minimum Gain***" means that amount determined in accordance with the principles of Treasury Regulation Sections 1.704-2(b)(2) and 1.704-2(d).

"***Partnership Representative***" has the meaning set forth in Section 6223 of the Code, as amended by the BBA.

"***Partnership Restructuring Event***" means any merger, consolidation or other business combination of the Partnership with another partnership, so long as, immediately following the consummation of such merger, consolidation or other business combination, (i) ETRN or one or more Persons who were Affiliates of ETRN as of the Series A Issuance Date and as of immediately prior to the consummation of such Partnership Restructuring Event beneficially own (A) more than 50% of the Voting Securities of the general partner of the surviving partnership and (B) has the right to designate (by ownership of Voting Securities) more than 50% of the surviving partnership's general partner's directors, (ii) the common equity of such surviving partnership remains listed or admitted to trading on a National Securities Exchange following such transaction and (iii) either (A) the Series A Preferred Units remain Outstanding Partnership Interests of the surviving partnership or (B) each Record Holder of Series A Preferred Units has received a Series A Substantially Equivalent Unit of the surviving partnership in respect of each of its Series A Preferred Units.

"***Partnership Rollup Event***" means any transaction or series of related transactions pursuant to which (a) ETRN or any of its Affiliates would acquire (i) all or substantially all of the Partnership's assets or (ii) all or substantially all of the Partnership's outstanding Common Units not already beneficially owned by ETRN and its Affiliates or (b) (i) the Partnership would merge with or into ETRN or any wholly owned Subsidiary thereof or (ii) any Affiliate of ETRN would merge with or into the Partnership if immediately following such merger only one of ETRN (or its successor in such merger) or the Partnership (or its successor in such merger) would (x) remain in existence or (y) have its common equity listed or admitted to trade on a National Securities Exchange. Notwithstanding anything to the contrary in this Agreement, any transaction or series of related transactions that satisfies the foregoing definition of "***Partnership Rollup Event***" shall not be deemed to be a Partnership Restructuring Event.

"***Per Unit Capital Amount***" means, as of any date of determination, the Capital Account, stated on a per Unit basis, underlying any Unit held by a Person other than the General Partner or any Affiliate of the General Partner who holds Units.

"***Percentage Interest***" means as of any date of determination (a) as to any Unitholder with respect to Units (other than with respect to the Series A Preferred Units) the product obtained by multiplying (i) 100% less the percentage applicable to clause (b) below by (ii) the quotient obtained by dividing (A) the number of Units held by such Unitholder by (B) the total number of Outstanding Units (excluding Series A Preferred Units), and (b) as to the holders of other Partnership Interests issued by the Partnership in accordance with Section 5.6, the percentage established as a part of such issuance. The Percentage Interest with respect to the General Partner Interest and a Series A Preferred Unit shall at all times be zero.

"***Permitted Loan***" has the meaning given to such term in the Series A Purchase Agreement.

"***Person***" means an individual or a corporation, firm, limited liability company, partnership, joint venture, trust, estate, unincorporated organization, association, government agency or political subdivision thereof or other entity.

"***Plan of Conversion***" has the meaning given such term in Section 14.1.

"***Pro Rata***" means (a) when used with respect to Units or any class thereof (other than Series A Preferred Units), apportioned among all designated Units in accordance with their relative Percentage Interests, (b) when used with respect to Partners or Record Holders (other than Series A Preferred Units), apportioned among all Partners or Record Holders in accordance with their relative Percentage Interests, (c) when used with respect to Holders who have requested to include Registrable Securities in a Registration Statement pursuant to Section 7.12(a) or 7.12(b), apportioned among all such Holders in accordance with the relative number of Registrable Securities held by each such holder and included in the Notice relating to such request, (d) when used with respect to Series A Preferred Units, apportioned among all Series A Preferred Unitholders in accordance with the relative number or percentage of Series A Preferred Units held by each such Series A Preferred Unitholder and (e) when used with respect to Common Units and Series A Preferred Units on an-as converted basis, apportioned among all Record Holders in accordance with the relative number of Common Units that would be held by each if the Series A Preferred Units were converted to Common Units at the then applicable Conversion Rate immediately prior to such determination.

"***Purchase Date***" means the date determined by the General Partner as the date for purchase of all Outstanding Limited Partner Interests of a certain class (other than Limited Partner Interests owned by the General Partner and its Affiliates) pursuant to Article XV.

"***Quarter***" means, unless the context requires otherwise, a fiscal quarter of the Partnership.

"***Recapture Income***" means any gain recognized by the Partnership (computed without regard to any adjustment required by Section 734 or Section 743 of the Code) upon the disposition of any property or asset of the Partnership, which gain is characterized as ordinary income because it represents the recapture of deductions previously taken with respect to such property or asset.

"***Record Date***" means the date established by the General Partner or otherwise in accordance with this Agreement for determining (a) the identity of the Record Holders entitled to receive notice of, or entitled to exercise rights in respect of, any lawful action of Limited Partners (including voting) or (b) the identity of Record Holders entitled to receive any report or distribution or to participate in any offer.

"***Record Holder***" means (a) with respect to any class of Partnership Interests for which a Transfer Agent has been appointed, the Person in whose name a Partnership Interest of such class is registered on the books of the Transfer Agent and the Register as of the Partnership's close of business on a particular Business Day or (b) with respect to other classes of Partnership Interests, the Person in whose name any such other Partnership Interest is registered in the Register as of the Partnership's close of business on a particular Business Day.

"***Redeemable Interests***" means any Partnership Interests for which a redemption notice has been given, and has not been withdrawn, pursuant to Section 4.9.

"***Register***" has the meaning given such term in Section 4.5(a) of this Agreement.

"***Registrable Security***" means any Partnership Interest other than the General Partner Interest; provided any Registrable Security shall cease to be a Registrable Security (a) at the time a Registration Statement covering such Registrable Security is declared effective by the Commission or otherwise becomes effective under the Securities Act, and such Registrable Security has been sold or disposed of pursuant to such Registration Statement; (b) at the time such Registrable Security has been disposed of pursuant to Rule 144 (or any successor or similar rule or regulation under the Securities Act); (c) when such Registrable Security is held by a Group Member; and (d) at the time such Registrable Security has been sold in a private transaction in which the transferor's rights under Section 7.12 of this Agreement have not been assigned to the transferee of such securities.

"***Registration Statement***" has the meaning given such term in Section 7.12(a).

"***Required Allocations***" means any allocation of an item of income, gain, loss or deduction pursuant to Section 6.1(d)(i), Section 6.1(d)(ii), Section 6.1(d)(iv), Section 6.1(d)(v), Section 6.1(d)(vi), Section 6.1(d)(vii) or Section 6.1(d)(ix).

"***Retained Converted Class B Units***" has the meaning given such term in Section 5.5(c)(ii).

"***Revaluation Event***" means an event that results in adjustment of the Carrying Value of each Partnership property pursuant to Section 5.5(d).

"***Second Restated Partnership Agreement***" has the meaning given such term in the recitals.

"***Secondment Agreement***" means that certain Secondment Agreement, dated as of November 13, 2018, among ETRN, the Partnership and the General Partner (as successor to the Former General Partner), as such agreement may be amended, supplemented or restated from time to time.

"***Securities Act***" means the Securities Act of 1933, as amended, supplemented or restated from time to time, and any successor to such statute.

"***Selling Holder***" means a Holder who is selling Registrable Securities pursuant to the procedures in Section 7.12 of this Agreement.

"***Series A Accrued Amount***" means, with respect to a Series A Preferred Unit as of any date of determination, an amount equal to (a) the Series A Issue Price, plus (b) all Series A Unpaid Distributions on such Series A Preferred Unit as of such date, plus (c) to the extent the date of determination is prior to the Series A Distribution Payment Date in respect of the Quarter immediately preceding such date of determination, an amount equal to the Series A Distribution Amount.

"***Series A Cash Change of Control***" means a Series A Change of Control that involves the payment directly to the holders of Common Units of cash consideration representing more than 90% of the aggregate consideration paid in connection with such Series A Change of Control.

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

(h) any acquisition (including, without limitation, any merger, consolidation or business combination), the result of which is that any Person or "group" (within the meaning of Section 13(d)(3) of the Exchange Act), excluding ETRN, the Partnership or any Person that is an Affiliate of ETRN or the Partnership as of the Series A Issuance Date and immediately prior to such acquisition, becomes the beneficial owner, directly or indirectly, of 50% or more of the Voting Securities of the General Partner (measured by voting power rather than number of shares, units or

the like) and such Voting Securities provide such Person or "group" the right to designate more than 50% of the members of the Board of Directors of the General Partner;

(i) any sale, lease, transfer, conveyance or other disposition by the Partnership, in a single transaction or series of related transactions, of all or substantially all of the assets of the Partnership and its Subsidiaries, taken as a whole, to any other Person (other than a direct or indirect Subsidiary of the Partnership);

(j) the Common Units are no longer listed or admitted to trading on a National Securities Exchange;

(k) the General Partner is removed pursuant to Section 11.2, unless ETRN or one of its Affiliates is elected as a successor General Partner in accordance with Section 11.2; or

(l) any Partnership Rollup Event;

provided, however, that notwithstanding anything in this Agreement to the contrary, a Partnership Restructuring Event shall not constitute a Series A Change of Control.

"***Series A Change of Control Conversion Premium***" means (i) on or prior to the first anniversary of the Series A Issuance Date, 115%, (ii) after the first anniversary but on or prior to the second anniversary of the Series A Issuance Date, 110%, (iii) after the second anniversary of the Series A Issuance Date but on or prior to the third anniversary of the Series A Issuance Date, 105%, and (iv) thereafter, 101%.

"***Series A Conversion Date***" has the meaning assigned to such term in Section 5.11(b)(v)(D).

"***Series A Conversion Notice***" has the meaning assigned to such term in Section 5.11(b)(v)(C)(1).

"***Series A Conversion Notice Date***" has the meaning assigned to such term in Section 5.11(b)(v)(C)(1).

"***Series A Conversion Rate***" means the number of Common Units issuable upon the conversion of each Series A Preferred Unit, which shall be equal to (a) in all cases other than a Series A Change of Control, the quotient of (i) the sum of (A) the Series A Accrued Amount with respect to such Series A Preferred Unit, plus (B) any Series A Partial Period Distributions on such Series A Preferred Unit divided by (ii) the Series A Issue Price (as such number of Common Units may be adjusted as set forth in Section 5.11(b)(v)(E)) and (b) in the case of a Series A Change of Control, the greater of the amount set forth in clause (a) above or the quotient of (i) the sum of (A) (1) the Series A Issue Price, multiplied by (2) the Series A Change of Control Conversion Premium, plus (B) all Series A Unpaid Distributions on such Series A Preferred Unit on such date, plus (C) any Series A Partial Period Distributions on such Series A Preferred Unit, divided by (ii) the VWAP of the Common Units for the 30-day period ending immediately prior to the execution of definitive documentation relating to the Series A Change of Control (as such number of Common Units may be adjusted as set forth in Section 5.11(b)(v)(E)); *provided*, however, that for purposes of Section 5.11(b)(vi)(B)(1), the Series A Conversion Rate shall be the amount determined pursuant to clause (a) above.

"***Series A Conversion Unit***" means a Common Unit issued upon conversion of a Series A Preferred Unit pursuant to Section 5.11(b)(v). Immediately upon such issuance, each Series A Conversion Unit shall be considered a Common Unit for all purposes hereunder, and, immediately upon the Transfer of a Series A Conversion Unit to a Person other than a Series A Preferred Unitholder, such Series A Conversion Unit will continue to be a Common Unit, but will cease to be a Series A Conversion Unit for all purposes hereunder.

"***Series A Converting Unitholder***" means a Series A Preferred Unitholder (a) who has delivered (or had on its behalf delivered by a lender under a Permitted Loan) a Series A Conversion Notice to the Partnership in accordance with Section 5.11(b)(v)(C)(1) or (b) to whom the Partnership has delivered a Series A Mandatory Conversion Notice in accordance with Section 5.11(b)(v)(C)(2).

"***Series A Distribution Amount***" means, (a) with respect to any Quarter ending on or before March 31, 2024, an amount per Series A Preferred Unit equal to $1.0364 for such Quarter (*provided, however*, that the Series A Distribution Amount for the Quarter ending June 30, 2019 shall be prorated for such period, commencing on the Series A Issuance Date and ending on, and including, the last day of such Quarter), and (b) with respect to any Quarter ending after March 31, 2024, an amount per Series A Preferred Unit for such Quarter equal to (i) the Series A Issue Price, multiplied by (ii) a percentage equal to the sum of (A) the greater of (x) the Three-Month LIBOR as of the LIBOR Determination Date in respect of the applicable Quarter and (y) 2.59%, and (B) 6.90%, multiplied by (iii) 25%.

"***Series A Distribution Payment Date***" has the meaning assigned to such term in Section 5.11(b)(i)(A).

"***Series A Issuance Date***" means April 10, 2019.

"***Series A Issue Price***" means $48.77 per Series A Preferred Unit.

"***Series A Junior Securities***" means any class or series of Partnership Interests that, with respect to distributions on such Partnership Interests and distributions upon the liquidation, dissolution and winding up of the Partnership, ranks junior to the Series A Preferred Units, and shall include Common Units and Class B Units, but shall not include any Series A Parity Securities or Series A Senior Securities.

"***Series A Mandatory Conversion Notice***" has the meaning assigned to such term in Section 5.11(b)(v)(C)(2).

"***Series A Mandatory Conversion Notice Date***" has the meaning assigned to such term in Section 5.11(b)(v)(C)(2).

"***Series A Parity Securities***" means any class or series of Partnership Interests that, with respect to distributions on such Partnership Interests or distributions upon the liquidation, dissolution and winding up of the Partnership, ranks *pari passu* with (but not senior to) the Series A Preferred Units, but shall not include any Series A Senior Securities.

"***Series A Partial Period Distributions***" means, with respect to a conversion or redemption of a Series A Preferred Unit, an amount equal to the Series A Distribution Amount multiplied by a fraction, the numerator of which is the number of days elapsed in the Quarter in which such conversion or redemption occurs and the denominator of which is the total number of days in such Quarter.

"***Series A Preemptive Rights Holder***" means a Series A Purchaser that, as of any date of determination, together with its Affiliates, beneficially owns at least 50% of the Series A Preferred Units issued to such Series A Purchaser and its Affiliates on the Series A Issuance Date pursuant to the Series A Purchase Agreement (subject to adjustment for any unit splits, combinations or recapitalizations with respect to the Series A Preferred Units).

"***Series A Preferred Unitholder***" means a Record Holder of Series A Preferred Units.

"***Series A Preferred Units***" has the meaning assigned to such term in Section 5.11(a).

"***Series A Purchase Agreement***" means the Convertible Preferred Unit Purchase Agreement, dated as of March 13, 2019, by and among the Partnership and the purchasers party thereto, as may be amended from time to time.

"***Series A Purchaser***" means a Person who was issued Series A Preferred Units by the Partnership on the Series A Issuance Date pursuant to the Series A Purchase Agreement.

"***Series A Quarterly Distribution***" has the meaning assigned to such term in Section 5.11(b)(i)(A).

"***Series A Required Voting Percentage***" means at least 66 2/3% of the Outstanding Series A Preferred Units, voting separately as a single class.

"***Series A Senior Securities***" means any class or series of Partnership Interests that, with respect to distributions on such Partnership Interests or distributions upon the liquidation, dissolution and winding up of the Partnership, ranks senior to the Series A Preferred Units, or that has a maturity or a right of the holder thereof to require redemption of such Partnership Interest by the Partnership, in either case, for cash.

"***Series A Substantially Equivalent Unit***" has the meaning assigned to such term in Section 5.11(b)(vi)(B)(2).

"***Series A Unpaid Distributions***" has the meaning assigned to such term in Section 5.11(b)(i)(B).

"***Simplification Transaction***" has the meaning given such term in the recitals.

"***Special Approval***" means approval by a majority of the members of the Conflicts Committee acting in good faith.

"***Subsidiary***" means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the partnership interests or more than 50% of the general partner interest of such partnership (considering all of the partnership interests of the partnership as a single class) is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof; or (c) any other Person (other than a corporation or a partnership) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

"***Surviving Business Entity***" has the meaning given such term in Section 14.2(b)(ii).

"***Tax Matters Partner***" has the meaning set forth in Section 6231(a)(7) of the Code, prior to amendment by the BBA.

"***Third Restated Partnership Agreement***" has the meaning given such term in the recitals.

"***Three-Month LIBOR***" means, as of any LIBOR Determination Date, the London interbank offered rate (expressed as a percentage per year) for deposits in U.S. dollars having an index maturity of three-months in amounts of at least $1,000,000, as that rate appears on Reuters Page LIBOR01 (or any successor or replacement page) at 11:00 a.m. (London time) on such LIBOR Determination Date. Notwithstanding the foregoing, if (i) the General Partner determines in good faith that Three-Month LIBOR has been discontinued, and such discontinuance is unlikely to be temporary, or that Three-Month LIBOR is no longer being published, or (ii) the supervisor for the administrator of the London Interbank Offered Rate has made a public statement

identifying a specific date after which the London Interbank Offered Rate shall no longer be used for determining interest rates for loans, then the holders of a majority of the Series A Preferred Units and the General Partner will negotiate in good faith to (1) designate a substitute or successor reference rate, including any spread with respect thereto, taking into account general comparability to Three-Month LIBOR, acceptance as a market-based benchmark interest rate and any other commercially reasonable adjustments or factors as such holders and the General Partner deem appropriate (the "***Alternative Rate***"), and (2) determine any necessary changes to the LIBOR Determination Date to be used and any other relevant methodology for calculating the substitute or successor interest rate, including any adjustment factor needed to make such substitute or successor reference rate comparable to Three-Month LIBOR ("***Adjustments***"), in a manner that is consistent with industry accepted practices for such substitute or successor reference rate. Any such designation and determination agreed to by the holders of a majority of the Series A Preferred Units and the General Partner shall be final and conclusive absent manifest error, and the General Partner shall cause this Agreement to be amended as necessary to effectuate the substitute or successor reference rate. Notwithstanding the foregoing, if the General Partner and the holders of a majority of the Series A Preferred Units fail to determine in good faith an Alternative Rate and any Adjustments, the General Partner and the holders of a majority of the Series A Preferred Units shall select and mutually engage in good faith an independent financial advisor ("***IFA***") to determine the Alternative Rate and any Adjustments, and the decision of the IFA will be binding on the General Partner, the Partnership and the holders of the of the Series A Preferred Units. If the General Partner and the holders of a majority of the Series A Preferred Units are unable to agree upon an independent financial advisor to serve as the IFA within ten (10) Business Days after either sends written notice to the other requesting that the IFA be engaged pursuant to the preceding sentence, then each will select one independent financial advisor of established national reputation and such two independent financial advisors shall select a third independent financial advisor of established national reputation to serve as the IFA. From the earlier of (A) the date that Three-Month LIBOR has been discontinued or is no longer being published as described in clause (i) above and (B) the specific date referred to in clause (ii) above (such earlier date, the "***LIBOR Discontinuance Date***") until the holders of the Series A Preferred Units and the General Partner make such designation and determination (and, in each case, an IFA has not determined an appropriate Alternative Rate and Adjustments or an IFA has not been appointed), "Three Month LIBOR" shall be deemed to mean the rate that was the Three Month LIBOR in effect during the Quarter immediately preceding the LIBOR Discontinuance Date.

"***Trading Day***" means a day on which the principal National Securities Exchange on which the referenced Partnership Interests of any class are listed or admitted for trading is open for the transaction of business or, if such Partnership Interests are not listed or admitted for trading on any National Securities Exchange, a day on which banking institutions in New York City are not legally required to be closed.

"***Transaction Documents***" has the meaning given such term in Section 7.1(b).

"***transfer***" has the meaning given such term in Section 4.4(a).

"***Transfer Agent***" means such bank, trust company or other Person (including the General Partner or one of its Affiliates) as may be appointed from time to time by the General Partner to act as registrar and transfer agent for any class of Partnership Interests in accordance with the Exchange Act and the rules of the National Securities Exchange on which such Partnership Interests are listed (if any); provided that, if no such Person is appointed as registrar and transfer agent for any class of Partnership Interests, the General Partner shall act as registrar and transfer agent for such class of Partnership Interests.

"***Treasury Regulation***" means the United States Treasury regulations promulgated under the Code.

"***Underwriting Agreement***" means that certain Underwriting Agreement dated as of June 26, 2012 among the IPO Underwriters, EQT Corp, the Partnership, the Former General Partner and the Operating Company providing for the purchase of Common Units by the IPO Underwriters.

"***Underwritten Offering***" means (a) an offering pursuant to a Registration Statement in which Partnership Interests are sold to an underwriter on a firm commitment basis for reoffering to the public (other than the Initial Public Offering), (b) an offering of Partnership Interests pursuant to a Registration Statement that is a "bought deal" with one or more investment banks, and (c) an "at-the-market" offering pursuant to a Registration Statement in which Partnership Interests are sold to the public through one or more investment banks or managers on a best efforts basis.

"***Unit***" means a Partnership Interest that is designated by the General Partner as a "Unit" and shall include Series A Preferred Units, Common Units and Class B Units but shall not include the General Partner Interest.

"***Unit Majority***" means at least a majority of the Outstanding Common Units, Outstanding Class B Units, if any, and Outstanding Series A Preferred Units, if any, with such Series A Preferred Units to be treated as Common Units on an as-converted basis, voting together as a single class.

"***Unitholders***" means the Record Holders of Units.

"***Unrealized Gain***" attributable to any item of Partnership property means, as of any date of determination, the excess, if any, of (a) the fair market value of such property as of such date (as determined under Section 5.5(d)) over (b) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 5.5(d) as of such date).

"***Unrealized Loss***" attributable to any item of Partnership property means, as of any date of determination, the excess, if any, of (a) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 5.5(d) as of such date) over (b) the fair market value of such property as of such date (as determined under Section 5.5(d)).

"***Unrestricted Person***" means (a) each Indemnitee, (b) each Partner, (c) each Person who is or was a member, partner, director, officer, employee or agent of any Group Member, a General Partner, any Departing General Partner or the Former General Partner or any Affiliate of any Group Member, a General Partner, any Departing General Partner or the Former General Partner and (d) any Person the General Partner designates as an "Unrestricted Person" for purposes of this Agreement from time to time.

"***U.S. GAAP***" means United States generally accepted accounting principles, as in effect from time to time, consistently applied.

"***Voting Securities***" means, with respect to a specified Person as of any date of determination, the Capital Stock of such Person that is at such date entitled (without reference to the occurrence of any contingency) to vote in the election of the managers, directors, trustees or other Persons serving in a similar capacity with respect to such Person.

"***VWAP***" means, with respect to a Common Unit on any Trading Day, the volume-weighted average trading price of the Common Units on the National Securities Exchange on which the Common Units are listed or admitted to trading on such Trading Day (or if such volume-weighted average trading price is unavailable, the Closing Price of one Common Unit on such Trading Day) in respect of the period from the scheduled open of trading until the scheduled close of trading of the VWAP calculation period. If the VWAP of the Common Units cannot be calculated for a particular Trading Day on any of the foregoing bases, the

VWAP of a Common Unit for such Trading Day shall be the fair market value of such Common Unit on such Trading Day as determined in good faith by the General Partner in a commercially reasonable manner using a volume weighted method.

"***Withdrawal Opinion of Counsel***" has the meaning given such term in Section 11.1(b).

"***Working Capital Borrowings***" means borrowings incurred pursuant to a credit facility, commercial paper facility or similar financing arrangement that are used solely for working capital purposes or to pay distributions to the Partners; provided that when such borrowings are incurred it is the intent of the borrower to repay such borrowings within 12 months from the date of such borrowings other than from additional Working Capital Borrowings.

Section 2. Construction

. Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) the terms "include," "includes," "including" or words of like import shall be deemed to be followed by the words "without limitation"; and (d) the terms "hereof," "herein" or "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The General Partner has the power to construe and interpret this Agreement and to act upon any such construction or interpretation. Any construction or interpretation of this Agreement by the General Partner and any action taken pursuant thereto and any determination made by the General Partner in good faith shall, in each case, be conclusive and binding on all Record Holders and all other Persons for all purposes.

Article III

Article IV **ORGANIZATION**

Section 1. *Formation*

. The Partnership was formed as a limited partnership pursuant to the provisions of the Delaware Act, and the General Partner hereby amends and restates the Third Restated Partnership Agreement in its entirety to, among other things, establish the rights and obligations of the Series A Preferred Units in connection with the issuance of such Partnership Interests. Except as expressly provided to the contrary in this Agreement, the rights, duties, liabilities and obligations of the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Delaware Act. All Partnership Interests shall constitute personal property of the Record Holder thereof for all purposes.

Section 2. *Name*

. The name of the Partnership shall be "EQM Midstream Partners, LP". Subject to applicable law, the Partnership's business may be conducted under any other name or names as determined by the General Partner, including the name of the General Partner. The words "***Limited Partnership***," "***L.P.***," "***Ltd.***" or similar words or letters shall be included in the Partnership's name where necessary for the purpose of complying with the laws of any jurisdiction that so requires. The General Partner may change the name of the Partnership at any time and from time to time and shall notify the Limited Partners of such change in the next regular communication to the Limited Partners.

Section 3. *Registered Office; Registered Agent; Principal Office; Other Offices*

. Unless and until changed by the General Partner, the registered office of the Partnership in the State of Delaware shall be located at 1209 Orange Street, Wilmington, New Castle County, Delaware 19801, and the registered agent for service of process on the Partnership in the State of Delaware at such registered office

shall be Corporation Trust Company. The principal office of the Partnership shall be located at 625 Liberty Avenue, Suite 2000, Pittsburgh, Pennsylvania 15222, or such other place as the General Partner may from time to time designate by notice to the Limited Partners. The Partnership may maintain offices at such other place or places within or outside the State of Delaware as the General Partner determines to be necessary or appropriate. The address of the General Partner shall be 625 Liberty Avenue, Suite 2000, Pittsburgh, Pennsylvania 15222, or such other place as the General Partner may from time to time designate by notice to the Limited Partners.

Section 4. *Purpose and Business*

. The purpose and nature of the business to be conducted by the Partnership shall be to (a) engage directly in, or enter into or form, hold and dispose of any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business activity that is approved by the General Partner and that lawfully may be conducted by a limited partnership organized pursuant to the Delaware Act and, in connection therewith, to exercise all of the rights and powers conferred upon the Partnership pursuant to the agreements relating to such business activity, and (b) do anything necessary or appropriate to further the foregoing, including the making of capital contributions or loans to a Group Member; provided, however, that the General Partner shall not cause the Partnership to engage, directly or indirectly, in any business activity that the General Partner determines would be reasonably likely to cause the Partnership to be treated as an association taxable as a corporation or otherwise taxable as an entity for federal income tax purposes. To the fullest extent permitted by law, the General Partner shall have no duty or obligation to propose or approve the conduct by the Partnership of any business and may decline to do so free of any duty or obligation whatsoever to the Partnership or any Limited Partner and, in declining to so propose or approve, shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity and the General Partner in determining whether to propose or approve the conduct by the Partnership of any business shall be permitted to do so in its sole and absolute discretion.

Section 5. *Powers*

. The Partnership shall be empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and business described in Section 2.4 and for the protection and benefit of the Partnership.

Section 6. *Term*

. The term of the Partnership commenced upon the filing of the Certificate of Limited Partnership in accordance with the Delaware Act and shall continue in existence until the dissolution of the Partnership in accordance with the provisions of Article XII. The existence of the Partnership as a separate legal entity shall continue until the cancellation of the Certificate of Limited Partnership as provided in the Delaware Act.

Section 7. *Title to Partnership Assets*

. Title to the assets of the Partnership, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such assets of the Partnership or any portion thereof. Title to any or all assets of the Partnership may be held in the name of the Partnership, the General Partner, one or more of its Affiliates or one or more nominees of the General Partner or its Affiliates, as the General Partner may determine. The General Partner hereby declares and warrants that any assets of the Partnership for which record title is held in the name of the General Partner or one or more of its Affiliates or one or more nominees of the General Partner or its Affiliates shall be held by the General Partner or such Affiliate or nominee for the use and benefit of the Partnership in accordance with the provisions of this Agreement; provided, however, that the General Partner shall use reasonable efforts to cause record title to such assets

(other than those assets in respect of which the General Partner determines that the expense and difficulty of conveyancing makes transfer of record title to the Partnership impracticable) to be vested in the Partnership or one or more of the Partnership's designated Affiliates as soon as reasonably practicable; provided, further, that, prior to the withdrawal or removal of the General Partner or as soon thereafter as practicable, the General Partner shall use reasonable efforts to effect the transfer of record title to the Partnership's assets and, prior to any such transfer, will provide for the use of such assets in a manner satisfactory to any successor General Partner. All assets of the Partnership shall be recorded as the property of the Partnership in its books and records, irrespective of the name in which record title to such assets of the Partnership is held.

Article V

Article VI **RIGHTS OF LIMITED PARTNERS**

Section 1. *Limitation of Liability*

. The Limited Partners shall have no liability under this Agreement except as expressly provided in this Agreement or the Delaware Act.

Section 2. *Management of Business*

. No Limited Partner, in its capacity as such, shall participate in the operation, management or control (within the meaning of the Delaware Act) of the Partnership's business, transact any business in the Partnership's name or have the power to sign documents for or otherwise bind the Partnership. No action taken by any Affiliate of the General Partner or any officer, director, employee, manager, member, general partner, agent or trustee of the General Partner or any of its Affiliates, or any officer, director, employee, manager, member, general partner, agent or trustee of a Group Member, in its capacity as such, shall be deemed to be participating in the control of the business of the Partnership by a limited partner of the Partnership (within the meaning of Section 17-303(a) of the Delaware Act) nor shall any such action affect, impair or eliminate the limitations on the liability of the Limited Partners under this Agreement.

Section 3. *Rights of Limited Partners*

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(a) Each Limited Partner shall have the right, for a purpose reasonably related to such Limited Partner's interest as a Limited Partner in the Partnership, upon reasonable written demand stating the purpose of such demand, and at such Limited Partner's own expense:

(i) to obtain from the General Partner either (A) copies of the Partnership's most recent filings with the Commission on Form 10-K and any subsequent filings on Form 10--Q and 8-K or (B) if the Partnership is no longer subject to the reporting requirements of the Exchange Act, the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the Securities Act or any successor or similar rule or regulation under the Securities Act (provided that the foregoing materials shall be deemed to be available to a Limited Partner in satisfaction of the requirements of this Section 3.3(a)(i) if posted on or accessible through the Partnership's or the Commission's website);

(ii) to obtain a current list of the name and last known business, residence or mailing address of each Partner; and

(iii) to obtain a copy of this Agreement and the Certificate of Limited Partnership and all amendments thereto.

(b) The rights to information granted the Limited Partners pursuant to Section 3.3(a) replace in their entirety any rights to information provided for in Section 17-305(a) of the Delaware Act and each of the Partners and each other Person or Group who acquires an interest in Partnership Interests hereby agrees to the fullest extent permitted by law that they do not have any rights as Partners to receive any information either pursuant to Sections 17-305(a) of the Delaware Act or otherwise except for the information identified in Section 3.3(a).

(c) The General Partner may keep confidential from the Limited Partners, for such period of time as the General Partner deems reasonable, (i) any information that the General Partner determines is in the nature of trade secrets or (ii) other information the disclosure of which the General Partner determines (A) is not in the best interests of the Partnership Group, (B) could damage the Partnership Group or its business or (C) that any Group Member is required by law or regulation or by agreement with any third party to keep confidential (other than agreements with Affiliates of the Partnership the primary purpose of which is to circumvent the obligations set forth in this Section 3.3).

(d) Notwithstanding any other provision of this Agreement or Section 17-305 of the Delaware Act, each of the Partners, each other Person or Group who acquires an interest in a Partnership Interest and each other Person bound by this Agreement hereby agrees to the fullest extent permitted by law that they do not have rights to receive information from the Partnership or any Indemnitee for the purpose of determining whether to pursue litigation or assist in pending litigation against the Partnership or any Indemnitee relating to the affairs of the Partnership except pursuant to the applicable rules of discovery relating to litigation commenced by such Person or Group.

Article VII

Article VIII **CERTIFICATES; RECORD HOLDERS; TRANSFER OF PARTNERSHIP**

Article IX **INTERESTS; REDEMPTION OF PARTNERSHIP INTERESTS**

Section 1. *Certificates*

. Owners of Partnership Interests and, where appropriate, Derivative Partnership Interests, shall be recorded in the Register and ownership of such interests shall be evidenced by a physical certificate or book entry notation in the Register. Notwithstanding anything to the contrary in this Agreement, unless the General Partner shall determine otherwise in respect of some or all of any or all classes of Partnership Interests and Derivative Partnership Interests, Partnership Interests and Derivative Partnership Interests shall not be evidenced by physical certificates. Certificates, if any, shall be executed on behalf of the Partnership by the Chief Executive Officer, President, Chief Financial Officer or any Vice President and the Secretary, any Assistant Secretary, or other authorized officer of the General Partner, and shall bear the legend set forth in Section 4.7(f), or in the case of Series A Preferred Units, Section 5.11(b)(iv); provided, however, that, in the event the Series A Preferred Units are not represented by certificates, upon any transfer of Series A Preferred Units, the transferor of such Series A Preferred Units shall notify the registered owner of any applicable restrictions on the transfer of the Series A Preferred Units. The signatures of such officers upon a certificate may be facsimiles. In case any officer who has signed or whose signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Partnership with the same effect as if he were such officer at the date of its issuance. If a Transfer Agent has been appointed for a class of Partnership Interests, no Certificate for such class of Partnership Interests shall be valid for any purpose until it has been countersigned by the Transfer Agent; provided, however, that, if the General Partner elects to cause the Partnership to issue Partnership Interests of such class in global form, the Certificate shall be valid upon receipt of a certificate from the Transfer Agent certifying that the Partnership Interests have been duly registered in accordance with the directions of the Partnership. Subject to the requirements of Section 6.4(a), if Common Units are evidenced by Certificates, on or after the date on which Class B Units are converted into Common Units pursuant to the terms of Section 5.10(c), the Record Holders of such Class B Units (i) if the Class B Units are evidenced by Certificates, may exchange such Certificates for Certificates evidencing the Common Units into which such Record Holder's Class B Units converted, or (ii) if the Class B Units are not evidenced by Certificates, shall be issued Certificates evidencing the Common Units into which such Record Holders' Class B Units converted. With respect to any Partnership Interests that are represented by physical certificates, the General Partner may determine that such Partnership Interests will no longer be represented by physical certificates and may, upon written notice to the holders of such Partnership Interests and subject to applicable law, take whatever actions it deems necessary or appropriate to cause such Partnership Interests to be registered in book entry or global form and may cause such physical certificates to be cancelled or deemed cancelled.

Section 2. *Mutilated, Destroyed, Lost or Stolen Certificates*

.

(a) If any mutilated Certificate is surrendered to the Transfer Agent, the appropriate officers of the General Partner on behalf of the Partnership shall execute, and the Transfer Agent shall countersign and deliver in exchange therefor, a new Certificate evidencing the same number and type of Partnership Interests or Derivative Partnership Interests as the Certificate so surrendered.

(b) The appropriate officers of the General Partner on behalf of the Partnership shall execute and deliver, and the Transfer Agent shall countersign, a new Certificate in place of any Certificate previously issued, if the Record Holder of the Certificate:

(i) makes proof by affidavit, in form and substance satisfactory to the General Partner, that a previously issued Certificate has been lost, destroyed or stolen;

(ii) requests the issuance of a new Certificate before the General Partner has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(iii) if requested by the General Partner, delivers to the General Partner a bond, in form and substance satisfactory to the General Partner, with surety or sureties and with fixed or open penalty as the General Partner may direct to indemnify the Partnership, the Partners, the General Partner and the Transfer Agent against any claim that may be made on account of the alleged loss, destruction or theft of the Certificate; and

(iv) satisfies any other reasonable requirements imposed by the General Partner or the Transfer Agent.

If a Limited Partner fails to notify the General Partner within a reasonable period of time after such Limited Partner has notice of the loss, destruction or theft of a Certificate, and a transfer of the Limited Partner Interests represented by the Certificate is registered before the Partnership, the General Partner or the Transfer Agent receives such notification, to the fullest extent permitted by law, the Limited Partner shall be precluded from making any claim against the Partnership, the General Partner or the Transfer Agent for such transfer or for a new Certificate.

(c) As a condition to the issuance of any new Certificate under this Section 4.2, the General Partner may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Transfer Agent) reasonably connected therewith.

Section 3. *Record Holders*

. The names and addresses of Unitholders as they appear in the Register shall be the official list of Record Holders of the Partnership Interests for all purposes. The Partnership and the General Partner shall be entitled to recognize the Record Holder as the Partner with respect to any Partnership Interest and, accordingly, shall not be bound to recognize any equitable or other claim to, or interest in, such Partnership Interest on the part of any other Person or Group, regardless of whether the Partnership or the General Partner shall have actual or other notice thereof, except as otherwise provided by law or any applicable rule, regulation, guideline or requirement of any National Securities Exchange on which such Partnership Interests are listed or admitted to trading. Without limiting the foregoing, when a Person (such as a broker, dealer, bank, trust company or clearing corporation or an agent of any of the foregoing) is acting as nominee, agent or in some other representative capacity for another Person or Group in acquiring and/or holding Partnership Interests, as between the Partnership on the one hand, and such other Person on the other, such representative Person shall be the Limited Partner with respect to such Partnership Interest upon becoming the Record Holder in accordance with Section 10.1(b) and have the rights and obligations of a Partner hereunder as, and to the extent, provided herein, including Section 10.1(c).

Section 4. *Transfer Generally*

.

(a) The term "transfer," when used in this Agreement with respect to a Partnership Interest, shall be deemed to refer to a transaction (i) by which the General Partner assigns all or any part of its General Partner Interest to another Person, and includes a sale, assignment, gift, pledge, encumbrance, hypothecation, mortgage, exchange or any other disposition by law or otherwise or (ii) by which the holder of a Limited Partner Interest assigns such Limited Partner Interest to another Person who is or becomes a Limited Partner as a result thereof, and includes a sale, assignment, gift, exchange or any other disposition by law or otherwise, excluding a pledge, encumbrance, hypothecation or mortgage but including any transfer upon foreclosure of any pledge, encumbrance, hypothecation or mortgage.

(b) No Partnership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Article IV. Any transfer or purported transfer of a Partnership Interest not made in accordance with this Article IV shall be null and void, and the Partnership shall have no obligation to effect or recognize any such transfer or purported transfer.

(c) Nothing contained in this Agreement shall be construed to prevent or limit a disposition by any stockholder, member, partner or other owner of the General Partner or any Limited Partner of any or all of such Person's shares of stock, membership interests, partnership interests or other ownership interests in the General Partner or such Limited Partner and the term "transfer" shall not include any such disposition.

Section 5. *Registration and Transfer of Limited Partner Interests*

.

(a) The General Partner shall keep, or cause to be kept by the Transfer Agent on behalf of the Partnership, one or more registers in which, subject to such reasonable regulations as it may prescribe and subject to the provisions of Section 4.5(b), the registration and transfer of Limited Partner Interests, and any Derivative Partnership Interests as applicable, shall be recorded (the "***Register***"*)*.

(b) The General Partner shall not recognize any transfer of Limited Partner Interests evidenced by Certificates until the Certificates evidencing such Limited Partner Interests are surrendered for registration of transfer. No charge shall be imposed by the General Partner for such transfer; provided, that as a condition to the issuance of any new Certificate under this Section 4.5, the General Partner may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed with respect thereto and any other expenses (including the fees and expenses of the Transfer Agent) reasonably connected therewith. Upon surrender of a Certificate for registration of transfer of any Limited Partner Interests evidenced by a Certificate, and subject to the provisions of this Section 4.5(b), the appropriate officers of the General Partner on behalf of the Partnership shall execute and deliver, and in the case of Certificates evidencing Limited Partner Interests for which a Transfer Agent has been appointed, the Transfer Agent shall countersign and deliver, in the name of the holder or the designated transferee or transferees, as required pursuant to the holder's instructions, one or more new Certificates evidencing the same aggregate number and type of Limited Partner Interests as was evidenced by the Certificate so surrendered. Upon the proper surrender of a Certificate, such transfer shall be recorded in the Register.

(c) Upon the receipt by the General Partner of proper transfer instructions from the Record Holder of uncertificated Partnership Interests, such transfer shall be recorded in the Register.

(d) By acceptance of the transfer of any Limited Partner Interests in accordance with this Section 4.5 and except as provided in Section 4.8, each transferee of a Limited Partner Interest (including any nominee holder or an agent or representative acquiring such Limited Partner Interests for the account of another Person) acknowledges and agrees to the provisions of Section 10.1(b).

(e) Subject to (i) the foregoing provisions of this Section 4.5, (ii) Section 4.4, (iii) Section 4.7, (iv) with respect to any class or series of Limited Partner Interests, the provisions of any statement of designations or an amendment to this Agreement establishing such class or series, (v) any contractual provisions binding on any Limited Partner and (vi) provisions of applicable law, including the Securities Act, Limited Partner Interests shall be freely transferable.

(f) The General Partner and its Affiliates shall have the right at any time to transfer their Class B Units and Common Units (whether issued upon conversion of the Class B Units or otherwise) to one or more Persons.

Section 6. *Transfer of the General Partner's General Partner Interest*

.

(a) Subject to Section 4.6(c), prior to June 30, 2022, the General Partner shall not transfer all or any part of its General Partner Interest to a Person unless such transfer (i) has been approved by the prior written consent or vote of the holders of at least a majority of the Outstanding Common Units (excluding Common Units held by the General Partner and its Affiliates) and Outstanding Series A Preferred Units (with such Series A Preferred Units to be treated on an as-converted basis as described in Section 5.11(b)(v)), voting together as a single class, or (ii) is of all, but not less than all, of its General Partner Interest to (A) an Affiliate of the General Partner (other than an individual) or (B) another Person (other than an individual) in connection with the merger or consolidation of the General Partner with or into such other Person or the transfer by the General Partner of all or substantially all of its assets to such other Person.

(b) Subject to Section 4.6(c), on or after June 30, 2022, the General Partner may transfer all or any part of its General Partner Interest without Unitholder approval.

(c) Notwithstanding anything herein to the contrary, no transfer by the General Partner of all or any part of its General Partner Interest to another Person shall be permitted unless (i) the transferee agrees to assume the rights and duties of the General Partner under this Agreement and to be bound by the provisions of this Agreement, (ii) the Partnership receives an Opinion of Counsel that such transfer would not result in the loss of limited liability of any Limited Partner under the Delaware Act or cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not already so treated or taxed) and (iii) such transferee also agrees to purchase all (or the appropriate portion thereof, if applicable) of the partnership or membership interest of the General Partner as the general partner or managing member, if any, of each other Group Member. In the case of a transfer pursuant to and in compliance with this Section 4.6, the transferee or successor (as the case may be) shall, subject to compliance with the terms of Section 10.2, be admitted to the Partnership as the General Partner effective immediately prior to the transfer of the General Partner Interest, and the business of the Partnership shall continue without dissolution.

Section 7. *Restrictions on Transfers*

.

(a) Except as provided in Section 4.7(e), notwithstanding the other provisions of this Article IV, no transfer of any Partnership Interests shall be made if such transfer would (i) violate the then applicable federal or state securities laws or rules and regulations of the Commission, any state securities commission or any other governmental authority with jurisdiction over such transfer, (ii) terminate the existence or qualification of the Partnership under the laws of the jurisdiction of its formation, or (iii) cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not already so treated or taxed). The Partnership may issue stop transfer instructions to any Transfer Agent in order to implement any restriction on transfer contemplated by this Agreement.

(b) The General Partner may impose restrictions on the transfer of Partnership Interests if it receives an Opinion of Counsel that such restrictions are necessary to (i) avoid a significant risk of the Partnership's becoming taxable as a corporation or otherwise becoming taxable as an entity for federal income tax purposes (to the extent not already so treated or taxed) or (ii) preserve the uniformity of the Limited Partner Interests (or any class or classes thereof). The General Partner may impose such restrictions by amending this Agreement; provided, however, that any amendment that would result in the delisting or suspension of trading of any class of Limited Partner Interests on the principal National Securities Exchange on which such class of Limited Partner Interests is then listed or admitted to trading must be approved, prior to such amendment being effected, by the holders of at least a majority of the Outstanding Limited Partner Interests of such class.

(c) The transfer of a Class B Unit that has converted into a Common Unit shall be subject to the restrictions imposed by Section 6.4(a).

(d) In addition to any other restrictions set forth in this Agreement, the transfer of a Series A Preferred Unit or a Series A Conversion Unit shall be subject to the restrictions imposed by Section 5.11(b)(vii) and Section 6.5, respectively.

(e) Nothing contained in this Article IV, or elsewhere in this Agreement, shall preclude the settlement of any transactions involving Partnership Interests entered into through the facilities of any National Securities Exchange on which such Partnership Interests are listed or admitted to trading.

(f) Each certificate or book entry evidencing Partnership Interests (other than the Series A Preferred Units) shall bear a conspicuous legend in substantially the following form:

THE HOLDER OF THIS SECURITY ACKNOWLEDGES FOR THE BENEFIT OF EQM MIDSTREAM PARTNERS, LP THAT THIS SECURITY MAY NOT BE TRANSFERRED IF SUCH TRANSFER (AS DEFINED IN THE PARTNERSHIP AGREEMENT) WOULD (A) VIOLATE THE THEN APPLICABLE FEDERAL OR STATE SECURITIES LAWS OR RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER GOVERNMENTAL AUTHORITY WITH JURISDICTION OVER SUCH TRANSFER, (B) TERMINATE THE EXISTENCE OR QUALIFICATION OF EQM MIDSTREAM PARTNERS, LP UNDER THE LAWS OF THE STATE OF DELAWARE, OR (C) CAUSE EQM MIDSTREAM PARTNERS, LP TO BE TREATED AS AN ASSOCIATION TAXABLE AS A CORPORATION OR OTHERWISE TO BE TAXED AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED). THE GENERAL PARTNER OF EQM MIDSTREAM PARTNERS, LP MAY IMPOSE ADDITIONAL RESTRICTIONS ON THE TRANSFER OF THIS SECURITY IF IT RECEIVES AN OPINION OF COUNSEL THAT SUCH RESTRICTIONS ARE NECESSARY TO AVOID A SIGNIFICANT RISK OF EQM MIDSTREAM PARTNERS, LP BECOMING TAXABLE AS A CORPORATION OR OTHERWISE BECOMING TAXABLE AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED). THIS SECURITY MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS ON ITS TRANSFER PROVIDED IN THE PARTNERSHIP AGREEMENT. COPIES OF SUCH AGREEMENT MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS SECURITY TO THE SECRETARY OF THE GENERAL PARTNER AT THE PRINCIPAL OFFICE OF THE PARTNERSHIP. THE RESTRICTIONS SET FORTH ABOVE SHALL NOT PRECLUDE THE SETTLEMENT OF ANY TRANSACTIONS INVOLVING THIS SECURITY ENTERED INTO THROUGH THE FACILITIES OF ANY NATIONAL SECURITIES EXCHANGE ON WHICH THIS SECURITY IS LISTED OR ADMITTED TO TRADING.

Section 8. *Eligibility Certificates, Ineligible Holders*

.

(a) The General Partner may upon demand or on a regular basis require Limited Partners and transferees of Limited Partner Interests in connection with a transfer, to execute an

Eligibility Certificate or provide other information as is necessary for the General Partner to determine if any such Limited Partners or transferees are Ineligible Holders.

(b) If any Limited Partner (or its beneficial owners) falsely certifies its status as an Eligible Taxable Holder or fails to furnish to the General Partner within 30 days of its request an Eligibility Certificate and other information related thereto, or if upon receipt of such Eligibility Certificate or other requested information the General Partner determines that a Limited Partner or a transferee of a Limited Partner is an Ineligible Holder, the Limited Partner Interests owned by such Limited Partner shall be subject to redemption in accordance with the provisions of Section 4.9 or the General Partner may refuse to effect the transfer of the Limited Partner Interests to such transferee. In addition, the General Partner shall be substituted for any Limited Partner that is an Ineligible Holder as the Limited Partner in respect of the Ineligible Holder's Limited Partner Interests.

(c) The General Partner shall, in exercising voting rights in respect of Limited Partner Interests held by it on behalf of Ineligible Holders, distribute the votes in the same ratios as the votes of Limited Partners (including the General Partner and its Affiliates) in respect of Limited Partner Interests other than those of Ineligible Holders are cast, either for, against or abstaining as to the matter.

(d) Upon dissolution of the Partnership, an Ineligible Holder shall have no right to receive a distribution in kind pursuant to Section 12.4 but shall be entitled to the cash equivalent thereof, and the Partnership shall provide cash in exchange for an assignment of the Ineligible Holder's share of any distribution in kind. Such payment and assignment shall be treated for Partnership purposes as a purchase by the Partnership from the Ineligible Holder of its Limited Partner Interest (representing the right to receive its share of such distribution in kind).

(e) At any time after an Ineligible Holder can and does certify that it no longer is an Ineligible Holder, it may, upon application to the General Partner, request that with respect to any Limited Partner Interests of such Ineligible Holder not redeemed pursuant to Section 4.9, such Ineligible Holder upon approval of the General Partner, shall no longer constitute an Ineligible Holder and the General Partner shall cease to be deemed to be the Limited Partner in respect of such Limited Partner Interests.

(f) If at any time a transferee of a Partnership Interest fails to furnish an Eligibility Certificate or any other information requested by the General Partner pursuant to this Section 4.8 within 30 days of such request, or if upon receipt of such Eligibility Certificate or such other information the General Partner determines, with the advice of counsel, that such transferee is an Ineligible Holder, the Partnership may, unless the transferee establishes to the satisfaction of the General Partner that such transferee is not an Ineligible Holder, prohibit and void the transfer, including by placing a stop order with the Transfer Agent.

Section 9. *Redemption of Partnership Interests of Ineligible Holders*

.

(a) If at any time a Limited Partner falsely certifies its status as an Eligible Taxable Holder or fails to furnish an Eligibility Certificate or any other information requested by the General Partner pursuant to Section 4.8 within 30 days of such request, or if upon receipt of such Eligibility Certificate or such other information the General Partner determines, with the advice of counsel, that a Limited Partner is an Ineligible Holder, the Partnership may, unless the Limited Partner establishes to the satisfaction of the General Partner that such Limited Partner is not an Ineligible Holder or has transferred his Limited Partner Interests to a Person who is not an Ineligible Holder and who furnishes an Eligibility Certificate to the General Partner prior to the date fixed for redemption as provided below, redeem the Limited Partner Interest of such Limited Partner as follows:

(i) The General Partner shall, not later than the 30th day before the date fixed for redemption, give notice of redemption to the Limited Partner, at his last address designated in the Register, by registered or certified mail, postage prepaid. The notice shall be deemed to have been given when so mailed. The notice shall specify the Redeemable Interests, the date fixed for redemption, the place of payment, that payment of the redemption price will be made upon redemption of the Redeemable Interests (or, if later

in the case of Redeemable Interests evidenced by Certificates, upon surrender of the Certificate evidencing the Redeemable Interests) and that on and after the date fixed for redemption no further allocations or distributions to which the Limited Partner would otherwise be entitled in respect of the Redeemable Interests will accrue or be made.

(ii) The aggregate redemption price for Redeemable Interests shall be an amount equal to the Current Market Price (the date of determination of which shall be the date fixed for redemption) of Limited Partner Interests of the class to be so redeemed multiplied by the number of Limited Partner Interests of each such class included among the Redeemable Interests. The redemption price shall be paid, as determined by the General Partner, in cash or by delivery of a promissory note of the Partnership in the principal amount of the redemption price, bearing interest at the rate of 5% annually and payable in three equal annual installments of principal together with accrued interest, commencing one year after the redemption date.

(iii) The Limited Partner or his duly authorized representative shall be entitled to receive the payment for the Redeemable Interests at the place of payment specified in the notice of redemption on the redemption date (or, if later in the case of Redeemable Interests evidenced by Certificates, upon surrender by or on behalf of the Limited Partner or transferee at the place specified in the notice of redemption, of the Certificate evidencing the Redeemable Interests, duly endorsed in blank or accompanied by an assignment duly executed in blank).

(iv) After the redemption, Redeemable Interests shall no longer constitute issued and Outstanding Limited Partner Interests.

(b) The provisions of this Section 4.9 shall also be applicable to Limited Partner Interests held by a Limited Partner as nominee, agent or representative of a Person determined to be an Ineligible Holder.

(c) Nothing in this Section 4.9 shall prevent the recipient of a notice of redemption from transferring his Limited Partner Interest before the redemption date if such transfer is otherwise permitted under this Agreement and the transferor provides notice of such transfer to the General Partner. Upon receipt of notice of such a transfer, the General Partner shall withdraw the notice of redemption, provided the transferee of such Limited Partner Interest certifies to the satisfaction of the General Partner that such transferee is not an Ineligible Holder. If the transferee fails to make such certification within 30 days after the request and, in any event, before the redemption date, such redemption shall be effected from the transferee on the original redemption date.

Article X

Article XI **CAPITAL CONTRIBUTIONS AND ISSUANCE OF PARTNERSHIP INTERESTS**

Section 1. *Simplification Transactions*

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(a) Pursuant to the IDR Merger Agreement, the Former General Partner transferred, assigned and conveyed to the Partnership all of the Former General Partner's right, title and interest in and to the Incentive Distribution Rights and agreed to the cancellation of the Incentive Distribution Rights and the economic portion of the General Partner Interest (as defined in the Second Restated Partnership Agreement), including as represented by the General Partner Units, and, in exchange therefor and in consideration thereof, the Partnership issued 87,000,000 Common Units to the Former General Partner (such Common Units, the "***Exchange Consideration***," and such exchange, the "***Exchange***"). Upon the consummation of the Exchange, pursuant to the IDR Merger Agreement and the First Amendment, the Incentive Distribution Rights and the economic portion of the General Partner Interest (as defined in the Second Restated Partnership Agreement), including as represented by the General Partner Units, were cancelled and, notwithstanding the Exchange, the General Partner Interest in the Partnership continued to be outstanding and held by the Former General Partner immediately following the consummation of the Exchange and the Former General Partner

continued as general partner of the Partnership without interruption. Also, at such time, the General Partner Interest in the Partnership ceased to be represented by General Partner Units.

(b) Immediately following the Exchange and pursuant to the IDR Merger Agreement, EQGP Services, LLC was admitted as the general partner of the Partnership and, immediately thereafter, the Former General Partner transferred, assigned and conveyed the General Partner Interest to the General Partner and ceased to be a general partner of the Partnership. The Partnership was continued, and is hereby continued, without dissolution.

(c) Effective concurrently herewith, immediately following the consummation of the transfer of the General Partner Interest to the General Partner, Merger Sub merged with and into EQGP, the separate existence of Merger Sub ceased, and EQGP continued as the surviving limited partnership in such merger and as a wholly-owned subsidiary of the Partnership (the "***Merger***"). In connection with the Merger, (i) pursuant to the IDR Merger Agreement, all EQGP Common Units issued and outstanding immediately prior to the effective time of the Merger were converted into the right to receive the Merger Consideration and ceased to be Outstanding in accordance with Section 2.3(c) of the IDR Merger Agreement at the effective time of the Merger, and concurrently with the effectiveness of the Third Restated Partnership Agreement, the Partnership issued the Merger Consideration to EGH, EQM GP Corp and EMH in satisfaction of its obligations pursuant to the IDR Merger Agreement, which issuances were authorized and approved and (ii) in accordance with the IDR Merger Agreement, the Common Units constituting the Exchange Consideration and the 21,811,643 Common Units issued and outstanding and owned by the Former General Partner and EQGP, respectively, and outstanding immediately prior to the effective time of the Merger, were cancelled and ceased to be Outstanding.

Section 2. *Contributions by the General Partner and its Affiliates*

. Except as set forth in Section 12.8, the General Partner shall not be obligated to make any Capital Contributions to the Partnership.

Section 3. *Contributions by Limited Partners*

. No Limited Partner will be required to make any additional Capital Contribution to the Partnership pursuant to this Agreement.

Section 4. *Interest and Withdrawal*

. No interest shall be paid by the Partnership on Capital Contributions. No Partner shall be entitled to the withdrawal or return of its Capital Contribution, except to the extent, if any, that distributions made pursuant to this Agreement or upon termination of the Partnership may be considered as such by law and then only to the extent provided for in this Agreement. Except to the extent expressly provided in this Agreement, no Partner shall have priority over any other Partner either as to the return of Capital Contributions or as to profits, losses or distributions. Any such return shall be a compromise to which all Partners agree within the meaning of Section 17-502(b) of the Delaware Act.

Section 5. *Capital Accounts*

.

(a) The Partnership shall maintain for each Partner (or a beneficial owner of Partnership Interests held by a nominee, agent or representative in any case in which such nominee, agent or representative has furnished the identity of such beneficial owner to the Partnership in accordance with Section 6031(c) of the Code or any other method acceptable to the General Partner) owning a Partnership Interest a separate Capital Account with respect to such Partnership Interest in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv). The Capital Account shall in respect of each such Partnership Interest be increased by (i) the amount of all Capital Contributions made to the Partnership with respect to such Partnership Interest and (ii) all items of Partnership income and gain (including income and gain exempt from tax) computed in accordance

with Section 5.5(b) and allocated with respect to such Partnership Interest pursuant to Section 6.1, and decreased by (x) the amount of cash or Net Agreed Value of all actual and deemed distributions of cash or property made with respect to such Partnership Interest and (y) all items of Partnership deduction and loss computed in accordance with Section 5.5(b) and allocated with respect to such Partnership Interest pursuant to Section 6.1. For the avoidance of doubt, each Series A Preferred Unit will be treated as a partnership interest in the Partnership that is "convertible equity" within the meaning of Treasury Regulation Section 1.721-2(g)(3), and, therefore, each holder of a Series A Preferred Unit will be treated as a partner in the Partnership. The initial Capital Account balance in respect of each Series A Preferred Unit issued on the Series A Issuance Date shall be the Series A Issue Price, as adjusted pursuant to Section 8.01 of the Series A Purchase Agreement.

(b) For purposes of computing the amount of any item of income, gain, loss or deduction that is to be allocated pursuant to Article VI and is to be reflected in the Partners' Capital Accounts, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for federal income tax purposes (including any method of depreciation, cost recovery or amortization used for that purpose), provided, that:

(i) Solely for purposes of this Section 5.5, the Partnership shall be treated as owning directly its proportionate share (as determined by the General Partner based upon the provisions of the applicable Group Member Agreement or governing, organizational or similar documents) of all property owned by (x) any other Group Member that is classified as a partnership for federal income tax purposes and (y) any other partnership, limited liability company, unincorporated business or other entity classified as a partnership for federal income tax purposes of which a Group Member is, directly or indirectly, a partner, member or other equity holder.

(ii) All fees and other expenses incurred by the Partnership to promote the sale of (or to sell) a Partnership Interest that can neither be deducted nor amortized under Section 709 of the Code, if any, shall, for purposes of Capital Account maintenance, be treated as an item of deduction at the time such fees and other expenses are incurred and shall be allocated among the Partners pursuant to Section 6.1.

(iii) Except as otherwise provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(m), the computation of all items of income, gain, loss and deduction shall be made without regard to any election under Section 754 of the Code that may be made by the Partnership. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment in the Capital Accounts shall be treated as an item of gain or loss.

(iv) In the event the Carrying Value of Partnership property is adjusted pursuant to Section 5.5(d), any Unrealized Gain resulting from such adjustment shall be treated as an item of gain and any Unrealized Loss resulting from such adjustment shall be treated as an item of loss.

(v) Any income, gain or loss attributable to the taxable disposition of any Partnership property shall be determined as if the adjusted basis of such property as of such date of disposition were equal in amount to the Partnership's Carrying Value with respect to such property as of such date.

(vi) An item of income of the Partnership that is described in Section 705(a)(1)(B) of the Code (with respect to items of income that are exempt from tax) shall be treated as an item of income for the purpose of this Section 5.5(b), and an item of expense of the Partnership that is described in Section 705(a)(2)(B) of the Code (with respect to expenditures that are not deductible and not chargeable to capital accounts), shall be treated as an item of deduction for the purpose of this Section 5.5(b).

(vii) In accordance with the requirements of Section 704(b) of the Code, any deductions for depreciation, cost recovery or amortization attributable to any Contributed Property shall be determined as if the adjusted basis of such property on the date it was acquired by the Partnership were equal to the Agreed Value of such property. Upon an adjustment pursuant to Section 5.5(d) to the Carrying Value of any Partnership property subject to depreciation, cost recovery or amortization, any further deductions for such depreciation, cost recovery or amortization attributable to such property shall be determined under

the rules prescribed by Treasury Regulation Section 1.704-3(d)(2) as if the adjusted basis of such property were equal to the Carrying Value of such property immediately following such adjustment.

(viii) The Gross Liability Value of each Liability of the Partnership described in Treasury Regulation Section 1.752-7(b)(3)(i) shall be adjusted at such times as provided in this Agreement for an adjustment to Carrying Values. The amount of any such adjustment shall be treated for purposes hereof as an item of loss (if the adjustment increases the Carrying Value of such Liability of the Partnership) or an item of gain (if the adjustment decreases the Carrying Value of such Liability of the Partnership).

(c)

(i) The transferee of a Partnership Interest shall succeed to a Pro Rata portion of the Capital Account of the transferor relating to the Partnership Interest so transferred.

(ii) Subject to Section 6.4(a), immediately prior to the transfer of a Class B Unit or a Common Unit resulting from the conversion of a Class B Unit pursuant to Section 5.10(c) by a holder thereof (other than a transfer to an Affiliate unless the General Partner elects to have this subparagraph 5.5(c)(ii) apply), the Capital Account maintained for such Person with respect to its Class B Units or Converted Class B Units will (A) first, be allocated to the Class B Units or Converted Class B Units to be transferred in an amount equal to the product of (x) the number of such Class B Units or Converted Class B Units to be transferred and (y) the Per Unit Capital Amount for a Common Unit, and (B) second, any remaining balance in such Capital Account will be retained by the transferor, regardless of whether it has retained any Class B Units or Converted Class B Units ("***Retained Converted Class B Units***"). Following any such allocation, the transferor's Capital Account, if any, maintained with respect to the retained Class B Units or Retained Converted Class B Units, if any, will have a balance equal to the amount allocated under clause (B) hereinabove, and the transferee's Capital Account established with respect to the transferred Class B Units or Converted Class B Units will have a balance equal to the amount allocated under clause (A) hereinabove.

(d)

(i) Consistent with Treasury Regulation Sections 1.704-1(b)(2)(iv)(f) (including proposed Treasury Regulation Section 1.704-1(b)(2)(iv)(f)(5)(v)) and Treasury Regulation Section 1.704-1(b)(2)(iv)(h)(2), on an issuance of additional Partnership Interests for cash or Contributed Property, the issuance of a Noncompensatory Option, the issuance of Partnership Interests as consideration for the provision of services (including upon the lapse of a "substantial risk of forfeiture" with respect to a Unit), the conversion of the Combined Interest to Common Units pursuant to Section 11.3(b), the issuance of Partnership Interests pursuant to the Merger, or the conversion of Class B Units to Common Units pursuant to Section 5.10(c), the Carrying Value of each Partnership property immediately prior to such issuance shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property; *provided, however*, that in the event of the issuance of a Partnership Interest pursuant to the exercise of a Noncompensatory Option where the right to share in Partnership capital represented by such Partnership Interest differs from the consideration paid to acquire and exercise such option, the Carrying Value of each Partnership property immediately after the issuance of such Partnership Interest shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property and the Capital Accounts of the Partners shall be adjusted in a manner consistent with Treasury Regulation Section 1.704-1(b)(2)(iv)(s); *provided further*, that in the event of an issuance of Partnership Interests for a de minimis amount of cash or Contributed Property, in the event of an issuance of a Noncompensatory Option to acquire a de minimis Partnership Interest or in the event of an issuance of a de minimis amount of Partnership Interests as consideration for the provision of services, the General Partner may determine that such adjustments are unnecessary for the proper administration of the Partnership. In determining such Unrealized Gain or Unrealized Loss, the aggregate fair market value of all Partnership property (including cash or cash equivalents) immediately prior to the issuance of additional Partnership Interests (or, in the case of a Revaluation Event resulting from the exercise of a Noncompensatory Option, immediately after the issuance of the Partnership Interest acquired pursuant to the exercise of such Noncompensatory Option) shall be determined by the General Partner using such method of valuation as it

may adopt. In making its determination of the fair market values of individual properties, the General Partner may first determine an aggregate value for the assets of the Partnership that takes into account the current trading price of the Common Units, the fair market value of all other Partnership Interests at such time and the value of Partnership Liabilities. The General Partner shall make all adjustments necessary to account for the difference, if any, between the fair market value of any Series A Preferred Units for which the Series A Conversion Date has not occurred and the aggregate Capital Accounts attributable to such Series A Preferred Units to the extent of any Unrealized Gain or Unrealized Loss that has not been reflected in the Partners' Capital Accounts previously, consistent with the methodology of Treasury Regulation Section 1.704-1(b)(2)(iv)(h)(2). The General Partner may allocate such aggregate value among the individual properties of the Partnership in such manner as it determines appropriate. Absent a contrary determination by the General Partner, the aggregate fair market value of all Partnership assets (including, without limitation, cash or cash equivalents) immediately prior to a Revaluation Event shall be the value that would result in the Capital Account for each Common Unit that is Outstanding prior to such Revaluation Event being equal to the Event Issue Value.

(ii) In accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f), immediately prior to any actual or deemed distribution to a Partner of any Partnership property (other than a distribution of cash that is not in redemption or retirement of a Partnership Interest), the Carrying Value of all Partnership property shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property. In determining such Unrealized Gain or Unrealized Loss the aggregate fair market value of all Partnership property (including cash or cash equivalents) immediately prior to a distribution shall (A) in the case of an actual distribution that is not made pursuant to Section 12.4 or in the case of a deemed distribution, be determined in the same manner as that provided in Section 5.5(d)(i) or (B) in the case of a liquidating distribution pursuant to Section 12.4, be determined by the Liquidator using such method of valuation as it may adopt.

(iii) In accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(s), immediately after the conversion of a Series A Preferred Unit into a Series A Conversion Unit in accordance with Section 5.11(b)(v) or Section 5.11(b)(vi), the Capital Account of each Partner and the Carrying Value of each Partnership property shall be adjusted to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property, as if such Unrealized Gain or Unrealized Loss had been recognized on an actual sale of each such property for an amount equal to its fair market value immediately after such conversion and (A) first, all Unrealized Gain (if the Capital Account of each such Series A Conversion Unit is less than the Per Unit Capital Account for a then Outstanding Common Unit) or Unrealized Loss (if the Capital Account of each such Series A Conversion Unit is greater than the Per Unit Capital Account for a then Outstanding Common Unit) had been allocated Pro Rata to each Partner holding Series A Conversion Units received upon such conversion until the Capital Account of each such Series A Conversion Unit is equal to the Per Unit Capital Amount for a then Outstanding Common Unit; and (B) second, any remaining Unrealized Gain or Unrealized Loss had been allocated to the Partners at such time pursuant to Section 6.1. In determining such Unrealized Gain or Unrealized Loss, the aggregate cash amount and fair market value of all Partnership assets immediately after the conversion of a Series A Preferred Unit shall be determined by the General Partner using such method of valuation as it may adopt (taking into account Section 7701(g) of the Code); provided, however, that the General Partner, in arriving at such valuation, must take fully into account the fair market value of the Partnership Interests of all Partners at such time and must make such adjustments to such valuation as required by Treasury Regulation Section 1.704-1(b)(2)(iv)(h)(2). The General Partner shall allocate such aggregate value among the assets of the Partnership in such manner as it determines in its discretion. If, after making the allocations of Unrealized Gain and Unrealized Loss as set forth above in this Section 5.5(d)(iii), the Capital Account of each Partner with respect to each Series A Conversion Unit received upon such conversion of the Series A Preferred Unit is less than the Per Unit Capital Amount for a then Outstanding Common Unit, then Capital Account balances shall be reallocated between the Partners holding Common Units (other than Series A Conversion Units) and Partners holding Series A Conversion

Units so as to cause the Capital Account of each Partner holding a Series A Conversion Unit to equal, on a per Unit basis with respect to each such Series A Conversion Unit, the Per Unit Capital Amount for a then Outstanding Common Unit.

Section 6. *Issuances of Additional Partnership Interests*

.

(a) Subject to Section 5.7 and Section 5.11(b)(iii), the Partnership may issue additional Partnership Interests (other than General Partner Interests) and Derivative Partnership Interests for any Partnership purpose at any time and from time to time to such Persons for such consideration and on such terms and conditions as the General Partner shall determine, all without the approval of any Limited Partners.

(b) Each additional Partnership Interest authorized to be issued by the Partnership pursuant to Section 5.6(a) may be issued in one or more classes, or one or more series of any such classes, with such designations, preferences, rights, powers and duties (which may be senior to existing classes and series of Partnership Interests), as shall be fixed by the General Partner, including (i) the right to share in Partnership profits and losses or items thereof; (ii) the right to share in Partnership distributions; (iii) the rights upon dissolution and liquidation of the Partnership; (iv) whether, and the terms and conditions upon which, the Partnership may or shall be required to redeem the Partnership Interest; (v) whether such Partnership Interest is issued with the privilege of conversion or exchange and, if so, the terms and conditions of such conversion or exchange; (vi) the terms and conditions upon which each Partnership Interest will be issued, evidenced by Certificates and assigned or transferred; (vii) the method for determining the Percentage Interest as to such Partnership Interest; and (viii) the right, if any, of each such Partnership Interest to vote on Partnership matters, including matters relating to the relative rights, preferences and privileges of such Partnership Interest.

(c) The General Partner shall take all actions that it determines to be necessary or appropriate in connection with (i) each issuance of Partnership Interests and Derivative Partnership Interests pursuant to this Section 5.6, (ii) the conversion of the Combined Interest into Units pursuant to the terms of this Agreement, (iii) the issuance of Class B Units pursuant to Section 5.10 and the conversion of Class B Units into Common Units pursuant to the terms of this Agreement, (iv) reflecting admission of such additional Limited Partners in the Register as the Record Holders of such Limited Partner Interests and (v) all additional issuances of Partnership Interests. The General Partner shall determine the relative rights, powers and duties of the holders of the Units or other Partnership Interests being so issued. The General Partner shall do all things necessary to comply with the Delaware Act and is authorized and directed to do all things that it determines to be necessary or appropriate in connection with any future issuance of Partnership Interests or in connection with the conversion of the Combined Interest into Units pursuant to the terms of this Agreement, including compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency or any National Securities Exchange on which the Units or other Partnership Interests are listed or admitted to trading.

Section 7. *Limited Preemptive Right*

. Except as provided in this Section 5.7, Section 5.11(b)(viii) or as otherwise provided in a separate agreement by the Partnership, no Person shall have any preemptive, preferential or other similar right with respect to the issuance of any Partnership Interest, whether unissued, held in the treasury or hereafter created. The General Partner shall have the right, which it may from time to time assign in whole or in part to any of its Affiliates, to purchase Partnership Interests from the Partnership whenever, and on the same terms that, the Partnership issues Partnership Interests to Persons other than the General Partner and its Affiliates, to the extent necessary to maintain the Percentage Interests of the General Partner and its Affiliates equal to that which existed immediately prior to the issuance of such Partnership Interests.

Section 8. *Splits and Combinations*

.

(a) Subject to Section 5.11(b)(v)(E), the Partnership may make a Pro Rata distribution of Partnership Interests to all Record Holders or may effect a subdivision or combination of Partnership Interests (other than the Series A Preferred Units) so long as, after any such event, each Partner shall have the same Percentage Interest in the Partnership as before such event, and any amounts calculated on a per Unit basis or stated as a number of Units are proportionately adjusted.

(b) Whenever such a distribution, subdivision or combination of Partnership Interests is declared, the General Partner shall select a Record Date as of which the distribution, subdivision or combination shall be effective and shall send notice thereof at least 20 days prior to such Record Date to each Record Holder as of a date not less than 10 days prior to the date of such notice (or such shorter periods as required by applicable law). The General Partner also may cause a firm of independent public accountants selected by it to calculate the number of Partnership Interests to be held by each Record Holder after giving effect to such distribution, subdivision or combination. The General Partner shall be entitled to rely on any certificate provided by such firm as conclusive evidence of the accuracy of such calculation.

(c) Promptly following any such distribution, subdivision or combination, the Partnership may issue Certificates or uncertificated Partnership Interests to the Record Holders of Partnership Interests as of the applicable Record Date representing the new number of Partnership Interests held by such Record Holders, or the General Partner may adopt such other procedures that it determines to be necessary or appropriate to reflect such changes. If any such combination results in a smaller total number of Partnership Interests Outstanding, the Partnership shall require, as a condition to the delivery to a Record Holder of Partnership Interests represented by Certificates, the surrender of any Certificate held by such Record Holder immediately prior to such Record Date.

Section 9. *Fully Paid and Non-Assessable Nature of Limited Partner Interests*

. All Limited Partner Interests issued pursuant to, and in accordance with the requirements of, this Article V shall be fully paid and non-assessable Limited Partner Interests in the Partnership, except as such non-assessability may be affected by Sections 17-303, 17-607 or 17-804 of the Delaware Act.

Section 10. *Establishment of Class B Units*

.

(a) *Establishment*. The General Partner hereby designates and creates a series of Limited Partner Interests to be designated as "Class B Units," initially consisting of a total of 7,000,000 Class B Units (of which 2,500,000 shall be designated Class B-1 Units, 2,500,000 shall be designated Class B-2 Units and 2,000,000 shall be designated Class B-3 Units), having the terms and conditions set forth herein.

(b) *Rights Upon Liquidation and Dissolution*. The holders of the Class B Units shall have rights upon dissolution and liquidation of the Partnership, including the right to share in any liquidating distributions pursuant to Section 12.4, in accordance with Article XII of this Agreement.

(c) *Conversion of Class B Units*.

(i) Immediately before the close of business on the Class B-1 Conversion Date, the Class B-1 Units shall become convertible at the option of the holder into Common Units on a one-for-one basis. Immediately before the close of business on the Class B-2 Conversion Date, the Class B-2 Units shall become convertible at the option of the holder into Common Units on a one-for-one basis. Immediately before the close of business on the Class B-3 Conversion Date, the Class B-3 Units shall become convertible at the option of the holder into Common Units on a one-for-one basis. Notwithstanding the foregoing, all Class B Units that have not yet become convertible pursuant to this Section 5.10(c)(i) shall become convertible at the option of the holder into Common Units on a one-for-one basis immediately before a Change of Control.

(ii) Upon conversion, the rights of a holder of Converted Class B Units as holder of Class B Units shall cease with respect to such Converted Class B Units, including any rights under this Agreement with respect to holders of Class B Units, and such Person shall continue to be a Limited Partner and have the rights of a holder of Common Units under this Agreement. All Class B Units shall, upon conversion pursuant to this Section 5.10(c), be deemed to be transferred to, and cancelled by, the Partnership in exchange for the Common Units into which the Class B Units converted.

(iii) The Partnership shall pay any documentary, stamp or similar issue or transfer taxes or duties relating to the issuance or delivery of Common Units upon conversion of the Class B Units. However, the holder shall pay any tax or duty which may be payable relating to any transfer involving the issuance or delivery of Common Units in a name other than the holder's name. The Transfer Agent may refuse to deliver a Certificate representing Common Units being issued in a name other than the holder's name until the Transfer Agent receives a sum sufficient to pay any tax or duties which will be due because the Common Units are to be issued in a name other than the holder's name. Nothing herein shall preclude any tax withholding required by law or regulation.

(A) Except as otherwise provided in Section 5.7, the Partnership shall keep free from preemptive rights a sufficient number of Common Units to permit the conversion of all outstanding Class B Units into Common Units to the extent provided in, and in accordance with, this Section 5.10(c).

(B) All Common Units delivered upon conversion of the Class B Units shall be newly issued, shall be duly authorized and validly issued, and shall be free from preemptive rights (except as otherwise provided in Section 5.7) and free of any lien or adverse claim.

(C) The Partnership shall comply with all applicable securities laws regulating the offer and delivery of any Common Units upon conversion of Class B Units and, if the Common Units are then listed or quoted on the New York Stock Exchange, or any other National Securities Exchange or other market, shall list or cause to have quoted and keep listed and quoted the Common Units issuable upon conversion of the Class B Units to the extent permitted or required by the rules of such exchange or market.

(D) Notwithstanding anything herein to the contrary, nothing herein shall give to any holder of Class B Units any rights as a creditor in respect of its right to conversion.

(d) *Voting*. The Class B Units will have such voting rights pursuant to this Agreement as such Class B Units would have if they were Common Units that were then Outstanding and shall vote together with the Common Units as a single class, except that Class B Units owned by the General Partner and its Affiliates shall not be entitled to vote, approve or consent on matters if Common Units owned by the General Partner and its Affiliates are excluded from voting, approving or consenting on such matters, and except that the Class B Units shall be entitled to vote as a separate class on any matter on which Unitholders are entitled to vote that adversely affects the rights or preferences of the Class B Units in relation to other classes of Partnership Interests in any material respect or as required by law. The approval of a majority (or such other percentage as set forth in this Agreement) of the Class B Units shall be required to approve any matter for which the holders of the Class B Units are entitled to vote as a separate class.

(e) *Other Rights of Class B Units*. Except with respect to the right to participate in allocations of income, gain, loss and deduction and distributions made with respect to Common Units, the holder of a Class B Unit shall have all of the rights and obligations of a Unitholder holding Common Units hereunder; provided, however, that immediately upon the conversion of a Class B Unit into a Common Unit following the earlier to occur of the applicable Class B Conversion Date and a Change of Control, as applicable, pursuant to Section 5.10(c), the Unitholder holding such Common Unit issued upon conversion of such Class B Unit shall possess all of the rights and obligations of a Unitholder holding a Common Unit hereunder with respect to such Common Unit issued upon conversion of such Class B Unit, including the right to participate in distributions made with respect to Common Units; provided, further, that such Class B Unit shall be and after conversion into a Common Unit following the earlier to occur of the applicable Class B

Conversion Date and a Change of Control, as applicable, pursuant to Section 5.10(c) shall remain subject to the provisions of Sections 5.5(c)(ii), 6.1(d)(x)(A) and 6.4(a). Notwithstanding anything to the contrary herein, following the earlier to occur of the applicable Class B Conversion Date or a Change of Control, the holder of a Class B Unit that is entitled to convert but has not converted pursuant to Section 5.10(c) shall have the right to participate in distributions made with respect to Common Units Pro Rata as if each Class B Unit held by such holder were converted into Common Units pursuant to Section 5.10(c) on the Record Date for the applicable distribution.

(f) *Certain Provisions*. Each Class B Unit and each Class B Unit that has converted into a Common Unit shall be subject to the provisions of Sections 5.5(c)(ii), 5.5(d), 6.1(d)(x)(A) and 6.4(a).

Section 11. *Establishment of Series A Preferred Units*

.

(a) *General*. There is hereby created a class of Units designated as "Series A Perpetual Convertible Preferred Units" (such Series A Perpetual Convertible Preferred Units, the "***Series A Preferred Units***"), with the designations, preferences and relative, participating, optional or other special rights, privileges, powers, duties and obligations as set forth in this Section 5.11 and elsewhere in this Agreement. A total of 24,605,291 Series A Preferred Units shall be issued by the Partnership on the Series A Issuance Date pursuant to the terms and conditions of the Series A Purchase Agreement. Each Series A Preferred Unit shall constitute a "security" within the meaning of, and governed by, (i) Article 8 of the Uniform Commercial Code (including Section 8-102(a)(15) thereof) as in effect from time to time in the State of Delaware, and (ii) the corresponding provisions of the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994 revisions to Article 8 thereof as adopted by the American Law Institute and the National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995. If requested by a Series A Preferred Unitholder, the Partnership shall cause the Series A Preferred Units held by such Series A Unitholder to be evidenced by physical Certificates registered in the name of the holder thereof. The Transfer Agent for the Series A Preferred Units shall be American Stock Transfer & Trust Company, LLC.

(b) *Rights of Series A Preferred Units*. The Series A Preferred Units shall have the following rights, preferences and privileges and the Series A Preferred Unitholders shall be subject to the following duties and obligations:

(i) *Distributions*.

(A) Commencing with the Quarter ending on June 30, 2019, subject to Section 5.11(b)(i)(D), each Record Holder of Series A Preferred Units as of an applicable Record Date for each Quarter shall be entitled to receive, in respect of each Series A Preferred Unit held by such Record Holder, cumulative distributions in respect of such Quarter (or portion thereof for which a Series A Quarterly Distribution is due), in cash, equal to the sum of (1) the Series A Distribution Amount for such Quarter and (2) any Series A Unpaid Distributions with respect to such Series A Preferred Unit (collectively, the "***Series A Quarterly Distribution***"). Each Series A Quarterly Distribution shall be payable quarterly by no later than the earlier of 45 days after the end of the applicable Quarter and the payment date of distributions, if any, on any Series A Parity Securities and Series A Junior Securities (each such payment date, a "***Series A Distribution Payment Date***"). If the General Partner establishes an earlier Record Date for any distribution to be made by the Partnership on other Partnership Interests in respect of any Quarter, then the Record Date established pursuant to this Section 5.11(b)(i) for a Series A Quarterly Distribution in respect of such Quarter shall be the same Record Date. For the avoidance of doubt, the Series A Preferred Units shall not be entitled to any distributions made pursuant to Section 6.3(a).

(B) If the Partnership fails to pay in full the Series A Distribution Amount of any Series A Quarterly Distribution in accordance with Section 5.11(b)(i)(A) when due for any

Quarter, then from and after the first date of such failure and continuing until such failure is cured by payment in full in cash of all such arrearages, (1) the amount of such unpaid cash distributions (on a per Series A Preferred Unit basis, "***Series A Unpaid Distributions***") unless and until paid will accrue and accumulate from and including the first day of the Quarter immediately following the Quarter in respect of which the first such payment is due until all such Series A Unpaid Distributions are paid in full in cash and (2) the Partnership shall not be permitted to, and shall not, declare, make or set aside, any distributions, redemptions or repurchases in respect of any Series A Junior Securities or Series A Parity Securities (including, for the avoidance of doubt, with respect to the Quarter for which the Partnership first failed to pay in full the Series A Distribution Amount of any Series A Quarterly Distribution in cash when due), other than, in each case, a regular distribution with respect to a series of Series A Junior Securities that is paid in kind with additional Series A Junior Securities of such series; *provided, however,* that distributions may be declared and paid on the Series A Preferred Units and the Series A Parity Securities so long as such distributions are declared and paid pro rata so that amounts of distributions declared per Series A Preferred Unit and Series A Parity Security shall in all cases bear to each other the same ratio that accrued and accumulated distributions per Series A Preferred Unit and Series A Parity Security bear to each other.

(C) The aggregate Series A Distribution Amount shall be paid out of cash and cash equivalents that is deemed to be Available Cash for the applicable Quarter. To the extent that any portion of a Series A Quarterly Distribution to be paid in cash with respect to any Quarter exceeds the amount of cash and cash equivalents that is deemed to be Available Cash for such Quarter, the amount of cash equal to the cash and cash equivalents that is deemed to be Available Cash for such Quarter will be paid to the Series A Preferred Unitholders, Pro Rata, and the balance of such Series A Quarterly Distribution shall be unpaid and shall constitute an arrearage and shall accrue and accumulate as set forth in Section 5.11(b)(i)(B).

(D) Notwithstanding anything in this Section 5.11(b)(i) to the contrary, with respect to any Series A Preferred Unit that is converted into a Common Unit, (1) with respect to a distribution to be made to Record Holders as of the Record Date immediately preceding the date of such conversion, the Record Holder of such Series A Preferred Unit as of such Record Date shall be entitled to receive such distribution in respect of such Series A Preferred Unit on the corresponding Series A Distribution Payment Date, but shall not be entitled to receive such distribution in respect of the Common Units into which such Series A Preferred Unit was converted on the payment date thereof, and (2) with respect to a distribution to be made to Record Holders as of any Record Date as of or following the date of such conversion, the Record Holder of the Series A Conversion Units into which such Series A Preferred Unit was converted as of or prior to such Record Date shall be entitled to receive such distribution in respect of such Series A Conversion Units on the payment date thereof, but shall not be entitled to receive such distribution in respect of such Series A Preferred Unit on the corresponding Series A Distribution Payment Date. For the avoidance of doubt, if a Series A Preferred Unit is converted into Series A Conversion Units pursuant to the terms hereof following a Record Date but prior to the corresponding Series A Distribution Payment Date, then the Record Holder of such Series A Preferred Unit as of such Record Date shall nonetheless remain entitled to receive on the Series A Distribution Payment Date a distribution in respect of such Series A Preferred Unit pursuant to Section 5.11(b)(i)(A) and, until such distribution is received, Section 5.11(b)(i)(B) shall continue to apply.

(E) Subject to Section 5.11(b)(ii)(D), each Series A Preferred Unit will have the right to share in any special distributions by the Partnership of cash, securities or other property Pro Rata with the Common Units or any other Series A Junior Securities, on an as-converted basis, provided that special distributions shall not include regular quarterly distributions paid in the normal course of business on the Common Units pursuant to Section 6.3(a). No adjustments pursuant to Section 5.11(b)(v)(E) shall be made with respect to a special distribution in which the Series A

Preferred Units participate Pro Rata with the Common Units, on an as-converted basis, pursuant to this Section 5.11(b)(i)(E) and subject to Section 5.11(b)(ii)(D).

(ii) *Voting Rights*.

(A) Except as provided in this Section 5.11(b)(ii), the Outstanding Series A Preferred Units shall have voting rights that are identical to the voting rights of the Common Units into which such Series A Preferred Units would be converted at the then-applicable Series A Conversion Rate (regardless of whether the Series A Preferred Units are then convertible), and shall vote with the Common Units as a single class (including for purposes of Section 7.9(a) and Section 11.1(b)), so that the Record Holder of each Outstanding Series A Preferred Unit will be entitled to one vote for each Common Unit into which such Series A Preferred Unit would be converted at the then-applicable Series A Conversion Rate (regardless of whether the Series A Preferred Units are then convertible) on each matter with respect to which each Record Holder of a Common Unit is entitled to vote; provided, however, that Series A Preferred Units that are held by the General Partner or any of its Affiliates shall not be considered Outstanding or be entitled to vote on any matter on which the Series A Preferred Units are entitled to vote (whether voting as a separate class or on an as converted basis with the Common Units). Each reference in this Agreement to a vote of Record Holders of Common Units shall be deemed to be a reference to the Record Holders of Common Units and Series A Preferred Units, voting together as a single class during any period in which any Series A Preferred Units are Outstanding.

(B) Except as provided in Section 5.11(b)(ii)(C) and Section 5.11(b)(ii)(D), notwithstanding any other provision of this Agreement, in addition to all other requirements imposed by Delaware law, and all other voting rights granted under this Agreement, the affirmative vote of the Record Holders of the Series A Required Voting Percentage shall be required for any amendment to this Agreement or the Certificate of Limited Partnership (including by merger or otherwise or any amendment contemplated by and made in accordance with Section 5.11(b)(iii)) that is adverse (other than in a *de minimis* manner) to any of the rights, preferences and privileges of the Series A Preferred Units. Without limiting the generality of the preceding sentence, any amendment shall be deemed to have such an adverse impact that is not *de minimis* if such amendment would:

(1) reduce the Series A Distribution Amount, change the form of payment of distributions on the Series A Preferred Units, defer the date from which distributions on the Series A Preferred Units will accrue, cancel any accrued and unpaid distributions on the Series A Preferred Units or any interest accrued thereon (including any Series A Unpaid Distributions or Series A Partial Period Distributions), or change the seniority rights of the Series A Preferred Unitholders as to the payment of distributions in relation to the holders of any other class or series of Partnership Interests;

(2) reduce the amount payable or change the form of payment to the Record Holders of the Series A Preferred Units upon the voluntary or involuntary liquidation, dissolution or winding up, or sale of all or substantially all of the assets, of the Partnership, or change the seniority of the liquidation preferences of the Record Holders of the Series A Preferred Units in relation to the rights of the holders of any other class or series of Partnership Interests upon the liquidation, dissolution and winding up of the Partnership; or

(3) make the Series A Preferred Units redeemable or convertible at the option of the Partnership other than as set forth herein.

(C) Notwithstanding anything to the contrary in this Section 5.11(b)(ii), to the extent Unitholder approval (including, for the avoidance of doubt, approval by a Unit Majority) is required in connection with a Partnership Rollup Event or Partnership Restructuring Event that is undertaken in compliance with Section 5.11(b)(vi) and provides for, as applicable, the Series A

Preferred Units to be fully converted (including into MOIC Common Units, if applicable), redeemed for cash or converted into Series A Substantially Equivalent Units:

(1) each Series A Preferred Unitholder covenants to the Partnership, and solely to the Partnership, that it shall vote, or cause to be voted, all Series A Preferred Units owned (beneficially or of record) by such Series A Preferred Unitholder in favor of such Partnership Rollup Event or Partnership Restructuring Event; and

(2) for purpose of the Unitholder approval required to approve such Partnership Rollup Event or Partnership Restructuring Event (and solely for purposes of such Unitholder approval and for no other purposes) any Series A Conversion Units and Common Units owned (beneficially or of record) by the Series A Preferred Unitholders will not be considered to be Outstanding.

(3) For the avoidance of doubt, the consent of the Series A Preferred Unitholders voting as a separate class shall not be required in connection with any Series A Change of Control (including a Partnership Rollup Event) or Partnership Restructuring Event that is undertaken in compliance with Section 5.11(b)(vi) and provides for, as applicable, the Series A Preferred Units to be fully converted (including into MOIC Common Units, if applicable), redeemed for cash or converted into Series A Substantially Equivalent Units.

(D) Notwithstanding any other provision of this Agreement, the affirmative vote of the Record Holders of the Series A Required Voting Percentage shall be required to approve any special or non-recurring distributions.

(iii) *Issuances of Series A Senior Securities and Series A Parity Securities*. For so long as any Series A Preferred Unit is Outstanding, the Partnership shall not, without the affirmative vote of the Record Holders of the Series A Required Voting Percentage, issue any (A) Series A Senior Securities (or amend the provisions of any class of Partnership Interests to make such class of Partnership Interests a class of Series A Senior Securities), (B) Series A Parity Securities (or amend the provisions of any class of Partnership Interests to make such class of Partnership Interests a class of Series A Parity Securities) or (C) Series A Preferred Units; *provided, however,* that, without the consent of any holder of Outstanding Series A Preferred Units (but without prejudice to their rights to vote on an as-converted basis to the extent that the Common Units are entitled to vote on any such matter), the Partnership may issue a number of additional Series A Parity Securities (which may be in the form of additional Series A Preferred Units) with an aggregate purchase price, calculated together with the purchase price of all issued Series A Preferred Units and all Series A Parity Securities (for the avoidance of doubt, including the Series A Preferred Units issued on the Series A Issuance Date) up to $1,300,000,000 at any time.

Notwithstanding anything in the foregoing to the contrary, subject to Section 5.11(b)(v)(E), the Partnership may, without any vote of the holders of Outstanding Series A Preferred Units (but without prejudice to their rights to vote on an as-converted basis to the extent that the Common Units are entitled to vote on any such matter), create (by reclassification or otherwise) and issue Series A Junior Securities in an unlimited amount.

(iv) *Legends*. Unless otherwise directed by the General Partner, each book entry or Certificate evidencing a Series A Preferred Unit shall bear a restrictive notation in substantially the following form:

THE HOLDER OF THIS SECURITY ACKNOWLEDGES FOR THE BENEFIT OF EQM MIDSTREAM PARTNERS, LP THAT THIS SECURITY MAY NOT BE SOLD, OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED IF SUCH TRANSFER WOULD (A) VIOLATE THE THEN APPLICABLE FEDERAL OR STATE SECURITIES LAWS OR RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER GOVERNMENTAL AUTHORITY WITH JURISDICTION OVER SUCH TRANSFER, (B) TERMINATE THE EXISTENCE OR QUALIFICATION OF EQM MIDSTREAM PARTNERS, LP UNDER THE LAWS OF THE

STATE OF DELAWARE, OR (C) CAUSE EQM MIDSTREAM PARTNERS, LP TO BE TREATED AS AN ASSOCIATION TAXABLE AS A CORPORATION OR OTHERWISE TO BE TAXED AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED).

THE GENERAL PARTNER OF EQM MIDSTREAM PARTNERS, LP MAY IMPOSE RESTRICTIONS ON THE TRANSFER OF THIS SECURITY IF IT DETERMINES, WITH THE ADVICE OF COUNSEL, THAT SUCH RESTRICTIONS ARE NECESSARY OR ADVISABLE TO (I) AVOID A SIGNIFICANT RISK OF EQM MIDSTREAM PARTNERS, LP BECOMING TAXABLE AS A CORPORATION OR OTHERWISE BECOMING TAXABLE AS AN ENTITY FOR U.S. FEDERAL INCOME TAX PURPOSES OR (II) PRESERVE THE UNIFORMITY OF THE LIMITED PARTNER INTERESTS OF EQM MIDSTREAM PARTNERS, LP (OR ANY CLASS OR CLASSES OR SERIES THEREOF).

THIS SECURITY IS SUBJECT TO ADDITIONAL RESTRICTIONS ON ITS TRANSFER PROVIDED IN THE FOURTH AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF EQM MIDSTREAM PARTNERS, LP, AS AMENDED, SUPPLEMENTED OR RESTATED FROM TIME TO TIME. COPIES OF SUCH AGREEMENT MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS SECURITY TO THE SECRETARY OF THE GENERAL PARTNER AT THE PRINCIPAL EXECUTIVE OFFICES OF THE PARTNERSHIP. THE RESTRICTIONS SET FORTH ABOVE SHALL NOT PRECLUDE THE SETTLEMENT OF ANY TRANSACTIONS INVOLVING THIS SECURITY ENTERED INTO THROUGH THE FACILITIES OF ANY NATIONAL SECURITIES EXCHANGE ON WHICH THIS SECURITY IS LISTED OR ADMITTED TO TRADING.

(v) *Conversion*.

(A) *At the Option of the Series A Preferred Unitholders*. Beginning with the earlier of (1) April 10, 2021 and (2) immediately prior to the liquidation of the Partnership under Section 12.4, the Series A Preferred Units owned by any Series A Preferred Unitholder shall be convertible, in whole or in part, at any time and from time to time upon the request of such Series A Preferred Unitholder, but, in the case of the preceding clause (1), not more than once per Quarter by such Series A Preferred Unitholder (inclusive of any conversion (other than a conversion made pursuant to the preceding clause (2)) by such Series A Preferred Unitholder's Affiliates, with each Series A Preferred Unitholder and its Affiliates being entitled to a single conversion right per Quarter), into a number of Common Units determined by multiplying the number of Series A Preferred Units to be converted by in the case of clause (1) or (2) above, the Series A Conversion Rate at such time; *provided, however*, that the Partnership shall not be obligated to honor any such conversion request unless such conversion will involve an aggregate number of Series A Preferred Units with an underlying value of Common Units equal to or greater than $30 million (taking into account and including any concurrent conversion requests by any Affiliates of such Series A Preferred Unitholder) based on the Closing Price on the Trading Day immediately preceding the Series A Conversion Notice Date (or a lesser underlying value if such conversion (1) will result in the conversion of all of the Series A Preferred Units held by such holder or (2) has been approved by the General Partner). Immediately upon the issuance of Series A Conversion Units as a result of any conversion of Series A Preferred Units hereunder, subject to Section 5.11(b)(i)(D), all rights of the Series A Converting Unitholder with respect to such Series A Preferred Units shall cease, including any further accrual of distributions, and such Series A Converting Unitholder thereafter shall be treated for all purposes as the owner of Common Units. Fractional Common Units shall not be issued to any Person pursuant to this Section 5.11(b)(v)(A) (each fractional Common Unit shall be rounded to the nearest whole Common Unit (and a 0.5 Common Unit shall be rounded to the next higher Common Unit)). Notwithstanding anything to the contrary in this Section 5.11(b)(v)(A), if any lender, other creditor or counterparty under any Permitted Loan transaction (including any agent or trustee on their behalf)

or any Affiliate of the foregoing exercises any rights or remedies under such Permitted Loan on foreclosure or other exercise of remedies or rights in respect of any pledged Series A Preferred Units, then such pledged Series A Preferred Units may be immediately converted by such lender, creditor or counterparty into Series A Conversion Units.

(B) *At the Option of the Partnership*. At any time after April 10, 2021, the Partnership shall have the option, at any time and from time to time, but not more than once per Quarter, to convert all or any portion of the Series A Preferred Units then Outstanding into a number of Common Units determined by multiplying the number of Series A Preferred Units to be converted by the Series A Conversion Rate at such time. Fractional Common Units shall not be issued to any Person pursuant to this Section 5.11(b)(v)(B) (each fractional Common Unit shall be rounded to the nearest whole Common Unit (and a 0.5 Common Unit shall be rounded to the next higher Common Unit)). Notwithstanding the foregoing, in order for the Partnership to exercise such option:

(1) the Common Units must be listed or admitted for trading on a National Securities Exchange;

(2) the Closing Price must exceed $68.28 for the 20 consecutive Trading Days immediately preceding the Series A Mandatory Conversion Notice Date;

(3) the average daily trading volume of the Common Units on the principal National Securities Exchange on which the Common Units are then listed or admitted to trading must exceed 500,000 Common Units (as such amount may be adjusted to reflect any Unit split, combination or similar event) for the 20 consecutive Trading Days immediately preceding the Series A Mandatory Conversion Notice Date;

(4) the Partnership must have an effective registration statement on file with the Commission covering resales of the underlying Common Units to be received by the applicable Series A Preferred Unitholders upon any such conversion; and

(5) there are no Series A Unpaid Distributions at such time.

Any such conversion shall be allocated among the Series A Preferred Unitholders on a Pro Rata basis or on such other basis as may be agreed upon by all Series A Preferred Unitholders.

Nothing in this Section 5.11(b)(v)(B), however, is intended to limit or prevent a Series A Preferred Unitholder from electing to convert its Series A Preferred Units into Common Units in accordance with Section 5.11(b)(v)(A), and the Partnership shall not have any right to convert Series A Preferred Units from a Series A Preferred Unitholder to the extent such Series A Preferred Unitholder delivers a valid Series A Conversion Notice covering all of the Series A Preferred Units that are the subject of the applicable Series A Mandatory Conversion Notice to the Partnership prior to the Series A Conversion Date in respect of the applicable Series A Mandatory Conversion Notice.

(C) *Conversion Notice*.

(1) To convert Series A Preferred Units into Common Units pursuant to Section 5.11(b)(v)(A), a Series A Converting Unitholder shall give written notice (a "***Series A Conversion Notice***," and the date such notice is received, a "***Series A Conversion Notice Date***") to the Partnership stating that such Series A Preferred Unitholder elects to so convert Series A Preferred Units pursuant to Section 5.11(b)(v)(A), the number of Series A Preferred Units to be converted and the Person to whom the applicable Series A Conversion Units should be issued.

(2) To convert Series A Preferred Units into Common Units pursuant to Section 5.11(b)(v)(B), the Partnership shall give written notice (a "***Series A Mandatory Conversion Notice***," and the date such notice is sent by the Partnership, a "***Series A Mandatory Conversion Notice Date***") to each Record Holder of Series A Preferred Units stating that the Partnership elects to so convert Series A Preferred Units pursuant to

Section 5.11(b)(v)(B) and the number of Series A Preferred Units to be so converted. The applicable Series A Conversion Units shall be issued in the name of the Record Holder of such Series A Preferred Units.

(D) *Timing*. If a Series A Conversion Notice is delivered by a Series A Preferred Unitholder to the Partnership or a Series A Mandatory Conversion Notice is delivered by the Partnership to a Series A Preferred Unitholder, each in accordance with Section 5.11(b)(v)(C), the Partnership shall issue the applicable Series A Conversion Units no later than two Business Days after the Series A Conversion Notice Date or 5 Business Days after the Series A Mandatory Conversion Notice Date, as the case may be, occurs (any date of issuance of Common Units upon conversion of Series A Preferred Units pursuant to this Section 5.11(b)(v) or Section 5.11(b)(vi), a "***Series A Conversion Date***"); *provided*, that the Series A Conversion Date shall in no event be prior to the fifth Business Day following the Series A Mandatory Conversion Notice Date. On the Series A Conversion Date, the Partnership shall instruct, and shall use its commercially reasonable efforts to cause, its Transfer Agent to electronically transmit the Series A Conversion Units issuable upon conversion to such Series A Preferred Unitholder (or designated recipient(s)), by crediting the account of the Series A Preferred Unitholder (or designated recipient(s)) through its Deposit Withdrawal Agent Commission system. The Partnership and each Series A Preferred Unitholder agree to coordinate with the Transfer Agent to accomplish this objective. Subject to Section 5.11(b)(i)(D), upon issuance of Series A Conversion Units to the Series A Converting Unitholder (or its designated recipient(s)), all rights of such Series A Converting Unitholder with respect to the converted Series A Preferred Units shall cease, and such Series A Converting Unitholder (or its designated recipients(s)) shall be treated for all purposes as the Record Holder of such Series A Conversion Units.

(E) *Distributions, Combinations, Subdivisions and Reclassifications by the Partnership*. If, after the Series A Issuance Date, the Partnership (1) makes a distribution on the Common Units payable in Common Units or other Partnership Interests, (2) subdivides or splits its outstanding Common Units into a greater number of Common Units, (3) combines or reclassifies the Common Units into a lesser number of Common Units, (4) issues by reclassification of its Common Units any Partnership Interests (including any reclassification in connection with a merger, consolidation or business combination in which the Partnership is the surviving Person), (5) effects a Pro Rata repurchase of Common Units, in each case other than in connection with a Series A Change of Control (which shall be governed by Section 5.11(b)(vi)), (6) issues to holders of Common Units, in their capacity as holders of Common Units, rights, options or warrants entitling them to subscribe for or purchase Common Units at less than the market value thereof, (7) distributes to holders of Common Units evidences of indebtedness, Partnership Interests (other than Common Units) or other assets (including securities, but excluding any distribution referred to in clause (1) above, any rights or warrants referred to in clause (6) above, any consideration payable in connection with a tender or exchange offer made by the Partnership or any of its Subsidiaries and any distribution of Units or any class or series, or similar Partnership Interest, of or relating to a Subsidiary or other business unit of the Partnership in the case of certain spin-off transactions described below), or (8) consummates a spin-off, where the Partnership makes a distribution to all holders of Common Units consisting of Units of any class or series, or similar equity interests of, or relating to, a Subsidiary or other business unit of the Partnership, then the Series A Conversion Rate and the dollar amount set forth in Section 5.11(b)(v)(B)(2), in each case, in effect at the time of the Record Date for such distribution or the effective date of any such other transaction shall be proportionately adjusted: (aa) in respect of clauses (1) through (4) above, so that the conversion of the Series A Preferred Units after such time shall entitle each Series A Preferred Unitholder to receive the aggregate number of Common Units (or any Partnership Interests into which such Common Units would have been combined, consolidated, merged or reclassified, as applicable) that such Series A Preferred Unitholder would have been entitled to receive if the Series A Preferred Units had been converted into Common Units

immediately prior to such Record Date or effective date, as the case may be, (bb) in respect of clauses (5) through (8) above, in the reasonable discretion of the General Partner to appropriately ensure that the Series A Preferred Units are convertible into an economically equivalent number of Common Units after taking into account the event described in clauses (5) through (8) above, and (cc) in addition to the foregoing, in the case of a merger, consolidation or business combination in which the Partnership is the surviving Person and any Series A Preferred Units remain outstanding, the Partnership shall provide effective provisions to ensure that the provisions in this Section 5.11 relating to the Series A Preferred Units shall not be abridged or amended and that the Series A Preferred Units shall thereafter retain the same powers, economic rights, preferences and relative participating, optional and other special rights, and the qualifications, limitations and restrictions thereon, that the Series A Preferred Units had immediately prior to such transaction or event and the Series A Conversion Rate and the dollar amount set forth in Section 5.11(b)(v)(B)(2), and any other terms of the Series A Preferred Units that the General Partner in its reasonable discretion determines require adjustment to achieve the economic equivalence described below, shall be proportionately adjusted to take into account any such subdivision, split, combination or reclassification. An adjustment made pursuant to this Section 5.11(b)(v)(E) shall become effective immediately after the Record Date, in the case of a distribution, and shall become effective immediately after the applicable effective date, in the case of a subdivision, combination, reclassification (including any reclassification in connection with a merger, consolidation or business combination in which the Partnership is the surviving Person), split or spin-off. Such adjustment shall be made successively whenever any event described above shall occur.

(F) *No Adjustments for Certain Items*. Notwithstanding any of the other provisions of this Section 5.11(b)(v), no adjustment shall be made to the Series A Conversion Rate or the Series A Issue Price pursuant to Section 5.11(b)(v)(E) as a result of any of the following:

(1) any cash distributions made to holders of the Common Units (unless made in breach of Section 5.11(b)(i)(B));

(2) any issuance of Partnership Interests or securities convertible into Partnership Interests in exchange for cash;

(3) any grant of Common Units or options, warrants or rights to purchase or receive Common Units or the issuance of Common Units upon the exercise or vesting of any such options, warrants or rights in respect of services provided to or for the benefit of the Partnership or its Affiliates, under compensation plans and agreements approved by the General Partner (including any long-term incentive plan);

(4) any issuance of Common Units as all or part of the consideration to effect (aa) the closing of any acquisition by the Partnership of assets or equity interests of a third party in an arm's-length transaction, (bb) the closing of any acquisition by the Partnership of assets or equity interests of ETRN or any of its Affiliates or (cc) the consummation of a merger, consolidation or other business combination of the Partnership with another entity in which the Partnership survives and the Common Units remain Outstanding to the extent any such transaction set forth in clause (aa), (bb) or (cc) above is approved by the General Partner;

(5) the issuance of Common Units upon conversion of the Series A Preferred Units or any Series A Parity Securities; or

(6) the issuance of Common Units upon conversion of the Class B Units.

Notwithstanding anything in this Agreement to the contrary, (x) whenever the issuance of a Partnership Interest or other event would require an adjustment to the Series A Conversion Rate under one or more provisions of this Agreement, only one adjustment shall be made to the Series A Conversion Rate in respect of such issuance or event and (y) unless otherwise determined by the General Partner, no adjustment to the

Series A Conversion Rate or the Series A Issue Price shall be made with respect to any distribution or other transaction described in Section 5.11(b)(v)(E) if the Series A Preferred Unitholders are entitled to participate in such distribution or transaction as if they held a number of Common Units issuable upon conversion of the Series A Preferred Units immediately prior to such event at the then applicable Series A Conversion Rate, without having to convert their Series A Preferred Units.

(vi) *Series A Change of Control*.

(A) At least 10 Business Days prior to consummating a Series A Cash Change of Control, the Partnership shall provide written notice thereof to the Series A Preferred Unitholders. Subject to Section 5.11(b)(v)(B), in the event of a Series A Cash Change of Control, the Outstanding Series A Preferred Units shall be automatically converted, without requirement of any action of the Series A Preferred Unitholders, into Common Units at the Series A Conversion Rate immediately prior to the closing of the applicable Series A Cash Change of Control.

(B) At least 10 Business Days prior to consummating a Series A Change of Control (other than a Series A Cash Change of Control), the Partnership shall provide written notice thereof to the Series A Preferred Unitholders. Subject to Section 5.11(b)(v)(B), if a Series A Change of Control (other than a Series A Cash Change of Control) occurs, then each Series A Preferred Unitholder, with respect to all but not less than all of its Series A Preferred Units, by notice given to the Partnership within 10 Business Days of the date the Partnership provides written notice of the execution of definitive agreements that provide for such Series A Change of Control, shall be entitled to elect one of the following (with the understanding that any Series A Preferred Unitholder who fails to timely provide notice of its election to the Partnership shall be deemed to have elected the option set forth in clause (1) below):

(1) convert all, but not less than all, of such Series A Preferred Unitholder's Outstanding Series A Preferred Units into Common Units at the then-applicable Series A Conversion Rate;

(2) if the Partnership will not be the surviving Person upon the consummation of such Series A Change of Control or the Partnership will be the surviving Person but its Common Units will no longer be listed or admitted to trading on a National Securities Exchange, require the Partnership to use its commercially reasonable efforts to deliver or to cause to be delivered to such Series A Preferred Unitholder, in exchange for its Series A Preferred Units upon the consummation of such Series A Change of Control, a security in the surviving Person or the parent of the surviving Person that has rights, preferences and privileges substantially equivalent to the Series A Preferred Units, including, for the avoidance of doubt, (a) the right to distributions equal in amount and timing to those provided in Section 5.11(b)(i), (b) a conversion rate proportionately adjusted such that the conversion of such security in the surviving Person or parent of the surviving Person immediately following the consummation of such Series A Change of Control would entitle the Record Holder to the number of common securities of such Person (together with a number of common securities of equivalent value to any other assets received by a holder of Common Units in such Series A Change of Control) which, if a Series A Preferred Unit had been converted into Common Units immediately prior to such Series A Change of Control, such Record Holder would have been entitled to receive immediately following such Series A Change of Control and (c) in the event the issuer of such security is a corporation modifications to the definition of "Series A Change of Control" to the extent reasonably necessary to conform such definition to the analogous definition set forth in such issuer's senior debt facilities (but in no event less favorable to the Series A Preferred Unitholders than the definition of "Series A Change of Control" as defined in this Agreement) (such security in the surviving Person, a "***Series A Substantially Equivalent Unit***"); *provided*, *however*, that, if the Partnership is unable to

deliver or cause to be delivered Series A Substantially Equivalent Units to such Series A Preferred Unitholder in connection with such Series A Change of Control, each Series A Preferred Unitholder (at such holder's election) shall be entitled to exercise the options provided in Section 5.11(b)(vi)(B)(1) or Section 5.11(b)(vi)(B)(4), or require the Partnership to convert the Series A Preferred Units held by such Series A Preferred Unitholder immediately prior to such Series A Change of Control into a number of Common Units (the "***MOIC Common Units***") at a conversion ratio per Series A Preferred Unit owned by such Series A Preferred Unitholder equal to: the quotient of (I) (a) the product of (i) 160% multiplied by (ii) the Series A Issue Price less (b) the sum of the aggregate cash distributions paid on such Series A Preferred Unit on or prior to the date of such Series A Change of Control, divided by (II) an amount equal to 95% of the VWAP of the Common Units for the 20-day period immediately preceding the consummation of such Series A Change of Control; *provided*, *further*, that such ratio shall in no event result in a Series A Preferred Unit that is being converted into MOIC Common Units having a MOIC Value that exceeds (x) 120% of the Series A Issue Price, in the case of a Series A Change of Control occurring prior to the first anniversary of the Series A Issuance Date; (y) 125% of the Series A Issue Price, in the case of a Series A Change of Control occurring on or after the first anniversary of the Series A Issuance Date but prior to the second anniversary of the Series A Issuance Date; and (z) 135% of the Series A Issue Price, in the case of a Series A Change of Control occurring on or after the second anniversary of the Series A Issuance Date but prior to the third anniversary of the Series A Issuance Date;

(3) if the Partnership is the surviving Person upon the consummation of such Series A Change of Control, continue to hold such Series A Preferred Unitholder's respective Series A Preferred Units; or

(4) require the Partnership to redeem all (but not less than all) of such Series A Preferred Unitholder's respective Series A Preferred Units at a price per Series A Preferred Unit equal to 101% of the sum of (aa) the Series A Accrued Amount of such Series A Preferred Unit plus (bb) any Series A Partial Period Distributions on such Series A Preferred Unit. Any redemption pursuant to this clause (4) shall, as determined by the General Partner, be paid in cash, in Common Units or in a combination thereof. If all or any portion of such redemption is to be paid in Common Units, the Common Units to be issued shall be valued at 95% of the VWAP for the 20-day period ending on the fifth Trading Day immediately preceding the consummation of such Series A Change of Control; *provided*, that any Series A Preferred Unitholder that requires the Partnership to redeem its Series A Preferred Units pursuant to this Section 5.11(b)(vi)(B)(4) shall have the right to withdraw such election with respect to all (but not less than all) of its Series A Preferred Units at any time prior to the fifth Trading Day immediately preceding the consummation of such Series A Change of Control and instead elect to be treated in accordance with any of clauses (1) through (3) above. No later than three Trading Days prior to the consummation of such Series A Change of Control, the Partnership shall deliver a written notice to the Record Holders of the Series A Preferred Units stating the date on which the Series A Preferred Units will be redeemed and the Partnership's computation of the amount of cash and/or Common Units to be received by the Record Holder upon redemption of such Series A Preferred Units. If the Partnership shall be the surviving Person upon the consummation of such Series A Change of Control, then no later than 5 Business Days following the consummation of such Series A Change of Control, the Partnership shall remit the applicable cash and/or Common Unit consideration to each Record Holder of then Outstanding Series A Preferred Units entitled to receive such cash or Common Unit consideration pursuant to this clause (4). If the Partnership will not be the surviving Person upon the consummation of such Series A Change of Control, then the

Partnership shall remit the applicable cash and/or Common Unit consideration to such Record Holders immediately prior to the consummation of such Series A Change of Control. The Record Holders shall deliver to the Partnership Certificates representing the Series A Preferred Units, if any, as soon as practicable following such redemption. Record Holders of the Series A Preferred Units shall retain all of the rights and privileges thereof unless and until the consideration due to such Record Holders as a result of such redemption is paid in full in cash, Common Units or a combination of the foregoing, as applicable. After any such redemption, any such redeemed Series A Preferred Unit shall no longer constitute an issued and Outstanding Limited Partner Interest.

For the avoidance of doubt, in the case of a Partnership Rollup Event, each Series A Preferred Unitholder may elect to exercise any of the options provided under Section 5.11(b)(vi)(B)(1), Section 5.11(b)(vi)(B)(2) or Section 5.11(b)(vi)(B)(4).

(vii) *Restrictions on Transfers of Series A Preferred Units*.

(A) Notwithstanding any other provision of this Section 5.11(b)(vii) (other than the restriction on transfers to a Person that is not a U.S. resident individual or an entity that is not treated as a U.S. corporation or partnership set forth in Section 5.11(b)(vii)(B)), subject to Section 4.7, each Series A Preferred Unitholder shall be permitted to transfer any Series A Preferred Units owned by such Series A Preferred Unitholder to any of its respective Affiliates or to any Series A Preferred Unitholder.

(B) Without the prior written consent of the General Partner, except as specifically provided in the Series A Purchase Agreement or this Agreement, each Series A Preferred Unitholder shall not: (1) prior to April 10, 2020, offer, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any of its Series A Preferred Units; (2) prior to April 10, 2021, directly or indirectly engage in any short sales of Partnership Interests or other derivative or hedging transactions with Partnership Interests, that are designed to, or that might reasonably be expected to, result in the transfer to another Person, in whole or in part, of any of the economic consequences of ownership of any Series A Preferred Units; (3) transfer any Series A Preferred Units to any non-U.S. resident individual, non-U.S. corporation or partnership, or any other non-U.S. entity, including any foreign governmental entity, including by means of any swap or other transaction or arrangement that transfers or that is designed to, or that might reasonably be expected to, result in the transfer to another, in whole or in part, of any of the economic consequences of ownership of any Series A Preferred Units, regardless of whether any transaction described above is to be settled by delivery of Series A Preferred Units, Common Units or Class B Units, in cash or otherwise (*provided, however*, that the foregoing clause (3) shall not apply if, prior to any such transfer or arrangement, such individual, corporation, partnership or other entity establishes, to the satisfaction of the Partnership, that it is entitled to a complete exemption from tax withholding, including under Code Sections 1441, 1442, 1445 and 1471 through 1474, and the Treasury Regulations thereunder); (4) effect any transfer of Series A Preferred Units or Series A Conversion Units in a manner that violates the terms of this Agreement; or (5) effect any transfer of Series A Preferred Units to a Competitor. Notwithstanding the foregoing, any transferee (which, for the avoidance of doubt, shall not include any pledgee of, or holder of a security interest in, Series A Preferred Units) receiving any Series A Preferred Units pursuant to this Section 5.11(b)(vii)(B) (including upon any foreclosure upon pledged Series A Preferred Units) shall be obligated to agree to the restrictions set forth in this Section 5.11(b)(vii)(B) as a condition to such transfer. For the avoidance of doubt, in no way shall this Section 5.11(b)(vii)(B) be deemed to restrict or prohibit changes in the composition of any Series A Preferred Unitholder or its partners or members so long as such changes in composition only relate to changes in direct or indirect ownership of the Capital Stock of such Series A Preferred

Unitholder among such Series A Preferred Unitholder, its Affiliates and the members or limited partners of any private equity fund vehicles that indirectly own such Series A Preferred Unitholder. Notwithstanding anything to the contrary in this Section 5.11(b)(vii)(B), each Series A Preferred Unitholder shall be permitted to pledge all or any portion of its Series A Preferred Units (including any Series A Conversion Units into which the Series A Preferred Units may convert) in connection with a Permitted Loan, and neither (A) the foreclosure of any such pledged Series A Preferred Units or Series A Conversion Units, as the case may be, nor (B) the transfer of Series A Preferred Units or Series A Conversion Units, as the case may be, by a pledgee or counterparty who has foreclosed or exercised remedies or rights on any such pledged or transferred Series A Preferred Units or Series A Conversion Units shall be considered a violation or breach of this Section 5.11(b)(vii)(B).

(C) Subject to Section 4.7 and compliance with any applicable securities laws or other provisions of this Agreement, at any time after April 10, 2020, the Series A Preferred Unitholders may freely transfer their Series A Preferred Units, provided that prior to April 10, 2021 each such transfer involves an aggregate number of Series A Preferred Units with an underlying value of Common Units equal to or greater than $50 million (taking into account and including any concurrent transfers by any Affiliates of such Series A Preferred Unitholder) based on the Closing Price on the Trading Day immediately preceding the date of transfer (or a lesser underlying value if such transfer (1) will result in the transfer of all of the Series A Preferred Units held by such holder or (2) has been approved by the General Partner in its sole discretion); *provided, however*, that this Section 5.11(b)(vii)(C) shall not eliminate, modify or reduce the obligations set forth in clauses (3), (4) or (5) of Section 5.11(b)(vii)(B). Notwithstanding anything to the contrary in this Section 5.11(b)(vii)(C), each Series A Preferred Unitholder shall be permitted to pledge all or any portion of its Series A Preferred Units (including any Series A Conversion Units into which the Series A Preferred Units may convert) in connection with a Permitted Loan, and neither (A) the foreclosure of any such pledged Series A Preferred Units or Series A Conversion Units, as the case may be, nor (B) the transfer of Series A Preferred Units or Series A Conversion Units, as the case may be, by a pledgee or counterparty who has foreclosed or exercised remedies or rights on any such pledged or transferred Series A Preferred Units or Series A Conversion Units shall be considered a violation or breach of this Section 5.11(b)(vii)(C).

(viii) *Preemptive Rights*. Prior to any issuance of Series A Parity Securities permitted under Section 5.11(b)(iii), the Partnership shall, by written notice to the Series A Preemptive Rights Holders (the "***Notice of Issuance***"), if any, offer to sell such Series A Parity Securities to the Series A Preemptive Rights Holders on terms and subject to conditions determined by the General Partner to be reasonable, which offer shall be made on a Pro Rata basis such that each Series A Preemptive Rights Holder shall be entitled to purchase a portion of such Series A Parity Securities equal to the quotient of (A) the number of Series A Preferred Units held by such Series A Preemptive Rights Holder on the date of the Notice of Issuance divided by (B) the aggregate number of Series A Preferred Units held by all Series A Preemptive Rights Holders on the date of the Notice of Issuance; provided, that the offer of such Series A Parity Securities shall not be on a basis less favorable to the Series A Preemptive Rights Holders than is offered to any purchaser thereof who is not a Series A Preemptive Rights Holder; *provided*, further that if any Series A Preemptive Rights Holder fails to provide written notice of its intent to exercise its right to purchase Series A Parity Securities within ten (10) Business Days of the Notice of Issuance, such Series A Preemptive Rights Holder shall be deemed to have waived any and all rights to purchase such Series A Parity Securities in such transaction. Notwithstanding the foregoing, in no event shall the Partnership be obligated to offer to sell Series A Parity Securities to the Series A Preemptive Rights Holders pursuant to this Section 5.11(b)(viii) in connection with any securities issued to the owners of another entity in connection with the acquisition of such entity by the Partnership by merger, consolidation, sale or exchange of securities, purchase of substantially all of the assets, or other reorganization whereby the Partnership acquires more than 50% of the voting power or assets of such entity.

(ix) *Allocations*.

(A) Notwithstanding anything to the contrary in this Agreement, following any allocation made pursuant to Section 6.1(d) but prior to making any allocation pursuant to another portion of Section 6.1, all or any portion of any items of Partnership gross income or gain for the taxable period shall be allocated to all Unitholders in respect of Series A Preferred Units, Pro Rata, until the aggregate of such items allocated to such Unitholders pursuant to this Section 5.11(b)(ix)(A) for the current and all previous taxable periods since issuance of the Series A Preferred Units is equal to the sum of, with respect to each Series A Preferred Unit, (1) the Series A Distribution Amount in respect of such Series A Preferred Unit, (2) the difference between the initial Capital Account balance and the Series A Issue Price with respect to such Series A Preferred Unit, and (3) the aggregate Net Loss allocated to the Unitholders with respect to such Series A Preferred Unit pursuant to Section 5.11(b)(ix)(B) for the current and all previous taxable periods. Notwithstanding anything to the contrary in Section 6.1(a), in no event shall any Net Income be allocated pursuant to Section 6.1(a) to Unitholders in respect of Series A Preferred Units.

(B) Notwithstanding anything to the contrary in Section 6.1(b), (1) Unitholders holding Series A Preferred Units shall not receive any allocation pursuant to Section 6.1(b)(i) with respect to their Series A Preferred Units and (2) following any allocation made pursuant to Section 6.1(b)(i) and prior to any allocation made pursuant to Section 6.1(b)(ii), Net Loss shall be allocated to all Unitholders holding Series A Preferred Units, Pro Rata, until the Adjusted Capital Account of each such Unitholder in respect of each Outstanding Series A Preferred Unit has been reduced to zero.

(x) *Liquidation Value*. In the event of any liquidation, dissolution and winding up of the Partnership under Section 12.4, either voluntary or involuntary, the Record Holders of the Series A Preferred Units shall be entitled to receive, out of the assets of the Partnership available for distribution to the Partners or any assignees, prior and in preference to any distribution of any assets of the Partnership to the Record Holders of any Series A Junior Securities, the positive value in each such Holder's Capital Account in respect of such Series A Preferred Units. At least 10 days prior to any liquidation or winding up of the Partnership under Section 12.4, the Partnership shall provide to the Record Holders of the Series A Preferred Units an estimate of the Capital Account in respect of each Series A Preferred Unit after giving effect to the allocations described in this Section 5.11(b)(x). If in the year of such liquidation and winding up, any such Record Holder's Capital Account in respect of such Series A Preferred Units is less than the aggregate Series A Accrued Amount of such Series A Preferred Units, then notwithstanding anything to the contrary contained in this Agreement, and prior to any other allocation pursuant to this Agreement for such year and prior to any distribution pursuant to the preceding sentence, items of gross income and gain shall be allocated to all Unitholders then holding Series A Preferred Units, Pro Rata, until the Capital Account in respect of each Outstanding Series A Preferred Unit is equal to the Series A Accrued Amount (and no other allocation pursuant to this Agreement shall reverse the effect of such allocation). If in the year of such liquidation, dissolution or winding up any such Record Holder's Capital Account in respect of such Series A Preferred Units is less than the aggregate Series A Accrued Amount of such Series A Preferred Units after the application of the preceding sentence, then to the extent permitted by applicable law and notwithstanding anything to the contrary contained in this Agreement, items of gross income and gain for any preceding taxable period(s) with respect to which IRS Form 1065 Schedules K-1 have not been filed by the Partnership shall be reallocated to all Unitholders then holding Series A Preferred Units, Pro Rata, until the Capital Account in respect of each such Outstanding Series A Preferred Unit after making allocations pursuant to this and the immediately preceding sentence is equal to the Series A Accrued Amount (and no other allocation pursuant to this Agreement shall reverse the effect of such allocation). At the time of the dissolution of the Partnership, subject to Section 17-804 of the Delaware Act, the Record Holders of the Series A Preferred Units shall become entitled to receive any Series A Unpaid Distributions in respect of the Series A Preferred Units as of the date of such dissolution, and shall have the status of, and shall be entitled to all remedies available to, a creditor

of the Partnership with respect to such Series A Unpaid Distributions, and such entitlement of the Record Holders of the Series A Preferred Units to such Series A Unpaid Distributions shall have priority over any entitlement of any other Partners or assignees with respect to any distributions by the Partnership to such other Partners or assignees; provided, however, that the General Partner, as such, will have no liability for any obligations with respect to such Series A Unpaid Distributions to any Record Holder(s) of Series A Preferred Units.

(xi) *Fully Paid and Non-Assessable.* Any Series A Conversion Unit(s) delivered pursuant to this Section 5.11 shall be validly issued, fully paid and non-assessable (except as such non-assessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware Act), and shall be free and clear of any liens, claims, rights or encumbrances other than those arising under the Delaware Act or this Agreement or created by the holders thereof.

(xii) *Notices*. For the avoidance of doubt, the Partnership shall distribute or make available to the Record Holders of Series A Preferred Units copies of all notices, materials, annual and quarterly reports, proxy statements, information statements and any other documents distributed generally to the Record Holders of Common Units of the Partnership, at such times and by such method as such documents are distributed to such Record Holders of such Common Units. In addition, each Quarter within ten Business Days following the Record Date for such Quarter, the Partnership will distribute or make available to each Record Holder that, together with its Affiliates, holds more than 5% of the Series A Preferred Units, a statement certified by an officer of the General Partner, stating, as of the applicable Record Date, (i) the number of Series A Preferred Units held of record by such Record Holder of Series A Preferred Units, (ii) the Series A Distribution Amount with respect to the Series A Preferred Units held of record by such Record Holder of Series A Preferred Units and (iii) the total accrued, accumulated and unpaid Series A Unpaid Distributions with respect to the Series A Preferred Units held of record by such Record Holder of Series A Preferred Units. The Partnership shall promptly notify all Series A Purchasers (and any of their Affiliates that are or become Unitholders) of any action taken upon the affirmative vote of the Record Holders of the Series A Required Voting Percentage.

(xiii) *Tax Information*. As soon as reasonably practical following receipt of a written request from any Series A Preferred Unitholder, the Partnership shall provide such Series A Preferred Unitholder with (a) any information such Series A Preferred Unitholder and its representatives may reasonably request in order to determine its current and anticipated Capital Account in relation to each Common Unit to evaluate the economic and tax implications of either a liquidation or conversion of the Series A Preferred Units and (b) a good faith estimate (and reasonable supporting calculations) of whether there is sufficient Unrealized Gain attributable to the Partnership property on the date of such request such that, if any of such Series A Preferred Unitholder's Series A Preferred Units were converted to Series A Conversion Units and such Unrealized Gain was allocated to such Series A Preferred Unitholder pursuant to Section 5.5(d), such Series A Preferred Unitholder's Capital Account in respect of its Common Units would be equal to the Per Unit Capital Amount for a Common Unit without any need for reallocations pursuant to the final sentence of Section 5.5(d)(iii). Each Series A Preferred Unitholder shall be entitled to make such a request not more than once per calendar year.

Article XII

Article XIII **ALLOCATIONS AND DISTRIBUTIONS**

Section 1. *Allocations for Capital Account Purposes*

. Except as provided in Section 5.11, for purposes of maintaining the Capital Accounts and in determining the rights of the Partners among themselves, the Partnership's items of income, gain, loss and deduction (computed in accordance with Section 5.5(b)) for each taxable period shall be allocated among the Partners as provided herein below.

(a) *Net Income*. After giving effect to the special allocations set forth in Section 6.1(d), Net Income for each taxable period and all items of income, gain, loss and deduction taken into account in computing Net Income for such taxable period shall be allocated as follows:

(i) First, to the General Partner until the aggregate of the Net Income allocated to the General Partner pursuant to this Section 6.1(a)(i) for the current and all previous taxable periods is equal to the aggregate of the Net Loss allocated to the General Partner pursuant to Section 6.1(b)(ii) for all previous taxable periods; and

(ii) The balance, if any, to all Unitholders (other than the Series A Preferred Unitholders), Pro Rata.

(b) *Net Loss.* After giving effect to the special allocations set forth in Section 6.1(d), Net Loss for each taxable period and all items of income, gain, loss and deduction taken into account in computing Net Loss for such taxable period shall be allocated as follows:

(i) First, to the Unitholders (other than the Series A Preferred Unitholders), Pro Rata; provided, that Net Losses shall not be allocated pursuant to this Section 6.1(b)(i) to the extent that such allocation would cause any Unitholder to have a deficit balance in its Adjusted Capital Account at the end of such taxable period (or increase any existing deficit balance in its Adjusted Capital Account); and

(ii) The balance, if any, 100% to the General Partner.

(c) [*Reserved*]

(d) *Special Allocations*. Notwithstanding any other provision of this Section 6.1, the following special allocations shall be made for such taxable period:

(i) *Partnership Minimum Gain Chargeback*. Notwithstanding any other provision of this Section 6.1, if there is a net decrease in Partnership Minimum Gain during any Partnership taxable period, each Partner shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(f)(6), 1.704-2(g)(2) and 1.704-2(j)(2)(i), or any successor provision. For purposes of this Section 6.1(d), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(d) with respect to such taxable period (other than an allocation pursuant to Section 6.1(d)(vi) and Section 6.1(d)(vii)). This Section 6.1(d)(i) is intended to comply with the Partnership Minimum Gain chargeback requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) *Chargeback of Partner Nonrecourse Debt Minimum Gain*. Notwithstanding the other provisions of this Section 6.1 (other than Section 6.1(d)(i)), except as provided in Treasury Regulation Section 1.704-2(i)(4), if there is a net decrease in Partner Nonrecourse Debt Minimum Gain during any Partnership taxable period, any Partner with a share of Partner Nonrecourse Debt Minimum Gain at the beginning of such taxable period shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(0)(4) and 1.704-2(j)(2)(ii), or any successor provisions. For purposes of this Section 6.1(d), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(d) and other than an allocation pursuant to Section 6.1(d)(i), Section 6.1(d)(vi) and Section 6.1(d)(vii) with respect to such taxable period. This Section 6.1(d)(ii) is intended to comply with the chargeback of items of income and gain requirement in Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) *Priority Allocations*. If the amount of cash or the Net Agreed Value of any property distributed (except cash or property distributed pursuant to Section 12.4 or with respect to Series A Preferred Units) with respect to a Unit exceeds the amount of cash or the Net Agreed Value of property distributed with respect to another Unit other than a Class B Unit (the amount of the excess, an "***Excess Distribution***" and the Unit with respect to which the greater distribution is paid, an "***Excess Distribution Unit***"), then there shall be allocated gross income and gain to each Unitholder receiving an Excess Distribution

with respect to the Excess Distribution Unit until the aggregate amount of such items allocated with respect to such Excess Distribution Unit pursuant to this Section 6.1(d)(iii) for the current taxable period and all previous taxable periods is equal to the amount of the Excess Distribution.

(iv) *Qualified Income Offset*. In the event any Partner unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership gross income and gain shall be specially allocated to such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations promulgated under Section 704(b) of the Code, the deficit balance, if any, in its Adjusted Capital Account created by such adjustments, allocations or distributions as quickly as possible; provided, that an allocation pursuant to this Section 6.1(d)(iv) shall be made only if and to the extent that such Partner would have a deficit balance in its Adjusted Capital Account as adjusted after all other allocations provided for in this Section 6.1 have been tentatively made as if this Section 6.1(d)(iv) were not in this Agreement.

(v) *Gross Income Allocation*. In the event any Partner has a deficit balance in its Capital Account at the end of any taxable period in excess of the sum of (A) the amount such Partner is required to restore pursuant to the provisions of this Agreement and (B) the amount such Partner is deemed obligated to restore pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5), such Partner shall be specially allocated items of Partnership gross income and gain in the amount of such excess as quickly as possible; provided, that an allocation pursuant to this Section 6.1(d)(v) shall be made only if and to the extent that such Partner would have a deficit balance in its Capital Account as adjusted after all other allocations provided for in this Section 6.1 have been tentatively made as if Section 6.1(d)(iv) and this Section 6.1(d)(v) were not in this Agreement.

(vi) *Nonrecourse Deductions*. Nonrecourse Deductions for any taxable period shall be allocated to the Partners Pro Rata. If the General Partner determines that the Partnership's Nonrecourse Deductions should be allocated in a different ratio to satisfy the safe harbor requirements of the Treasury Regulations promulgated under Section 704(b) of the Code, the General Partner is authorized, upon notice to the other Partners, to revise the prescribed ratio to the numerically closest ratio that does satisfy such requirements.

(vii) *Partner Nonrecourse Deductions*. Partner Nonrecourse Deductions for any taxable period shall be allocated 100% to the Partner that bears the Economic Risk of Loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulation Section 1.704-2(i). If more than one Partner bears the Economic Risk of Loss with respect to a Partner Nonrecourse Debt, the Partner Nonrecourse Deductions attributable thereto shall be allocated between or among such Partners in accordance with the ratios in which they share such Economic Risk of Loss.

(viii) *Nonrecourse Liabilities*. For purposes of Treasury Regulation Section 1.752-3(a)(3), the Partners agree that Nonrecourse Liabilities of the Partnership in excess of the sum of (A) the amount of Partnership Minimum Gain and (B) the total amount of Nonrecourse Built-in Gain shall be allocated among the Partners Pro Rata.

(ix) *Code Section 754 Adjustments*. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such item of gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(x) *Economic Uniformity; Changes in Law*.

(A) At the election of the General Partner, all or a portion of the remaining items of Partnership gross income, gain, deduction or loss for any taxable period, after taking into

account allocations pursuant to Section 6.1(d)(iii), shall be allocated 100% to the holder or holders of Class B Units or the Common Units resulting from the conversion of Class B Units pursuant to Section 5.10(c) ("***Converted Class B Units***") in the proportion of the number of the Class B Units or the Converted Class B Units held by such holder or holders to the total number of Class B Units or Converted Class B Units then Outstanding, until each such holder has been allocated an amount of income, gain, loss or deduction that causes the Capital Account maintained with respect to such Class B Units or Converted Class B Units to be an amount equal to the product of (1) the number of Class B Units or Converted Class B Units held by such holder and (2) the Per Unit Capital Amount for a Common Unit (other than a Common Unit issued upon the conversion of a Class B Unit). The purpose of this allocation is to establish uniformity between the Capital Accounts underlying Class B Units or the Converted Class B Units and the Capital Accounts underlying most or all of the Common Units held by Persons other than the General Partner and its Affiliates.

(B) For the proper administration of the Partnership and for the preservation of uniformity of the Limited Partner Interests (or any class or classes thereof), the General Partner shall (i) adopt such conventions as it deems appropriate in determining the amount of depreciation, amortization and cost recovery deductions; (ii) make special allocations of income, gain, loss, deduction, Unrealized Gain or Unrealized Loss; and (iii) amend the provisions of this Agreement as appropriate (x) to reflect the proposal or promulgation of Treasury Regulations under Section 704(b) or Section 704(c) of the Code or (y) otherwise to preserve or achieve uniformity of the Limited Partner Interests (or any class or classes thereof). The General Partner may adopt such conventions, make such allocations and make such amendments to this Agreement as provided in this Section 6.1(d)(x)(B) only if such conventions, allocations or amendments would not have a material adverse effect on the Partners, the holders of any class or classes of Limited Partner Interests issued and Outstanding or the Partnership, and if such allocations are consistent with the principles of Section 704 of the Code.

(xi) *Curative Allocation*.

(A) Notwithstanding any other provision of this Section 6.1, other than the Required Allocations, the Required Allocations shall be taken into account in making the Agreed Allocations so that, to the extent possible, the net amount of items of gross income, gain, loss and deduction allocated to each Partner pursuant to the Required Allocations and the Agreed Allocations, together, shall be equal to the net amount of such items that would have been allocated to each such Partner under the Agreed Allocations had the Required Allocations and the related Curative Allocation not otherwise been provided in this Section 6.1. Notwithstanding the preceding sentence, Required Allocations relating to (1) Nonrecourse Deductions shall not be taken into account except to the extent that there has been a decrease in Partnership Minimum Gain and (2) Partner Nonrecourse Deductions shall not be taken into account except to the extent that there has been a decrease in Partner Nonrecourse Debt Minimum Gain. In exercising its discretion under this Section 6.1(d)(xi)(A), the General Partner may take into account future Required Allocations that, although not yet made, are likely to offset other Required Allocations previously made. Allocations pursuant to this Section 6.1(d)(xi)(A) shall only be made with respect to Required Allocations to the extent the General Partner determines that such allocations will otherwise be inconsistent with the economic agreement among the Partners. Further, allocations pursuant to this Section 6.1(d)(xi)(A) shall be deferred with respect to allocations pursuant to clauses (1) and (2) hereof to the extent the General Partner determines that such allocations are likely to be offset by subsequent Required Allocations.

(B) The General Partner shall, with respect to each taxable period, (1) apply the provisions of Section 6.1(d)(xi)(A) in whatever order is most likely to minimize the economic distortions that might otherwise result from the Required Allocations, and (2) divide all allocations pursuant to Section 6.1(d)(xi)(A) among the Partners in a manner that is likely to minimize such economic distortions.

Section 2. *Allocations for Tax Purposes*
.

(a) Except as otherwise provided herein, for federal income tax purposes, each item of income, gain, loss and deduction shall be allocated among the Partners in the same manner as its correlative item of "book" income, gain, loss or deduction is allocated pursuant to Section 6.1.

(b) In an attempt to eliminate Book-Tax Disparities attributable to a Contributed Property or Adjusted Property, items of income, gain, loss, depreciation, amortization and cost recovery deductions shall be allocated for federal income tax purposes among the Partners in the manner provided under Section 704(c) of the Code, and the Treasury Regulations promulgated under Section 704(b) and 704(c) of the Code, as determined to be appropriate by the General Partner (taking into account the General Partner's discretion under Section 6.1(d)(x)); provided, that the General Partner shall apply the principles of Treasury Regulation Section 1.704-3(d) in all events.

(c) The General Partner may determine to depreciate or amortize the portion of an adjustment under Section 743(b) of the Code attributable to unrealized appreciation in any Adjusted Property (to the extent of the unamortized Book-Tax Disparity) using a predetermined rate derived from the depreciation or amortization method and useful life applied to the unamortized Book-Tax Disparity of such property, despite any inconsistency of such approach with Treasury Regulation Section 1.167(c)-1(a)(6) or any successor regulations thereto. If the General Partner determines that such reporting position cannot reasonably be taken, the General Partner may adopt depreciation and amortization conventions under which all purchasers acquiring Limited Partner Interests in the same month would receive depreciation and amortization deductions, based upon the same applicable rate as if they had purchased a direct interest in the Partnership's property. If the General Partner chooses not to utilize such aggregate method, the General Partner may use any other depreciation and amortization conventions to preserve the uniformity of the intrinsic tax characteristics of any Limited Partner Interests, so long as such conventions would not have a material adverse effect on the Limited Partners or the Record Holders of any class or classes of Limited Partner Interests.

(d) In accordance with Treasury Regulation Sections 1.1245-1(e) and 1.1250-1(f), any gain allocated to the Partners upon the sale or other taxable disposition of any Partnership asset shall, to the extent possible, after taking into account other required allocations of gain pursuant to this Section 6.2, be characterized as Recapture Income in the same proportions and to the same extent as such Partners (or their predecessors in interest) have been allocated any deductions directly or indirectly giving rise to the treatment of such gains as Recapture Income.

(e) All items of income, gain, loss, deduction and credit recognized by the Partnership for federal income tax purposes and allocated to the Partners in accordance with the provisions hereof shall be determined without regard to any election under Section 754 of the Code that may be made by the Partnership; provided, however, that such allocations, once made, shall be adjusted (in the manner determined by the General Partner) to take into account those adjustments permitted or required by Sections 734 and 743 of the Code.

(f) Each item of Partnership income, gain, loss and deduction, for federal income tax purposes, shall be determined for each taxable period and prorated on a monthly basis and shall be allocated to the Partners as of the opening of the National Securities Exchange on which the Partnership Interests are listed or admitted to trading on the first Business Day of each month; provided, however, that gain or loss on a sale or other disposition of any assets of the Partnership or any other extraordinary item of income or loss realized and recognized other than in the ordinary course of business, as determined by the General Partner, shall be allocated to the Partners as of the opening of the National Securities Exchange on which the Partnership Interests are listed or admitted to trading on the first Business Day of the month in which such gain or loss is recognized for federal income tax purposes. The General Partner may revise, alter or

otherwise modify such methods of allocation to the extent permitted or required by Section 706 of the Code and the regulations or rulings promulgated thereunder.

(g) Allocations that would otherwise be made to a Limited Partner under the provisions of this Article VI shall instead be made to the beneficial owner of Limited Partner Interests held by a nominee, agent or representative in any case in which such nominee, agent or representative has furnished the identity of such owner to the Partnership in accordance with Section 6031(c) of the Code or any other method determined by the General Partner.

(h) If, as a result of (i) an exercise of a Noncompensatory Option or (ii) the conversion of a Series A Preferred Unit into Common Units and the adjustments pursuant to Section 5.5(d)(iii), a Capital Account reallocation is required under Treasury Regulation Section 1.704-1(b)(2)(iv)(s)(3), the General Partner shall make corrective allocations pursuant to Treasury Regulation Section 1.704-1(b)(4)(x).

Section 3. *Requirement and Characterization of Distributions; Distributions to Record Holders*

.

(a) Subject to Section 5.11(b)(i), within 45 days following the end of each Quarter, an amount equal to 100% of Available Cash with respect to such Quarter shall be distributed in accordance with this Article VI by the Partnership to the Partners Pro Rata as of the Record Date selected by the General Partner, except (i) the holders of Class B-1 Units shall not be entitled to distributions of Available Cash prior to the earlier to occur of the Class B-1 Conversion Date or a Change of Control, (ii) the holders of Class B-2 Units shall not be entitled to distributions of Available Cash prior to the earlier to occur of the Class B-2 Conversion Date or a Change of Control and (iii) the holders of Class B-3 Units shall not be entitled to distributions of Available Cash prior to the earlier to occur of the Class B-3 Conversion Date or a Change of Control. For the avoidance of doubt, (A) the Class B-1 Units will be entitled to distributions of Available Cash with respect to the Quarter ending March 31, 2021, (B) the Class B-2 Units will be entitled to distributions of Available Cash with respect to the Quarter ending March 31, 2022 and (C) the Class B-3 Units will be entitled to distributions of Available Cash with respect to the quarter ending March 31, 2023. All distributions required to be made under this Agreement shall be made subject to Sections 17-607 and 17-804 of the Delaware Act.

(b) Notwithstanding Section 6.3(a), in the event of the dissolution and liquidation of the Partnership, all cash received during or after the Quarter in which the Liquidation Date occurs shall be applied and distributed solely in accordance with, and subject to the terms and conditions of Section 12.4.

(c) The General Partner may treat taxes paid by the Partnership on behalf of, or amounts withheld with respect to, all or less than all of the Partners, as a distribution of Available Cash to such Partners, as determined appropriate under the circumstances by the General Partner.

(d) Each distribution in respect of a Partnership Interest shall be paid by the Partnership, directly or through the Transfer Agent or through any other Person or agent, only to the Record Holder of such Partnership Interest as of the Record Date set for such distribution. Such payment shall constitute full payment and satisfaction of the Partnership's liability in respect of such payment, regardless of any claim of any Person who may have an interest in such payment by reason of an assignment or otherwise.

Section 4. *Special Provisions Relating to the Class B Units*

.

(a) The holder or holders of Converted Class B Units resulting from the conversion pursuant to Section 5.10(c) of any Class B Units issued pursuant to Section 5.10 shall not be issued a Common Unit Certificate pursuant to Section 4.1, and shall not be permitted to transfer such Common Units until such time as the General Partner determines, based on advice of counsel, that each such Common Unit should have, as a substantive matter, like intrinsic economic and federal income tax characteristics, in all material respects, to the intrinsic economic and federal income tax

characteristics of a Common Unit. In connection with the condition imposed by this Section 6.4(a), the General Partner may take whatever steps are required to provide economic uniformity to such Common Units, including the application of Section 6.1(d)(x)(A); provided, however, that no such steps may be taken that would have a material adverse effect on the Unitholders holding Common Units (for this purpose the allocations of items of income, gain, loss or deduction with respect to Class B Units or with respect to Common Units will be deemed not to have a material adverse effect on the Common Units).

(b) A Unitholder shall not be permitted to transfer a Class B Unit or a Common Unit issued upon conversion of a Class B Unit pursuant to Section 5.10(c) (other than a transfer to an Affiliate) if the remaining balance in the transferring Unitholder's Capital Account after giving effect to the allocation under Section 5.5(c) would be negative.

Section 5. *Special Provisions Relating to Series A Preferred Units*

.

(a) Subject to any applicable transfer restrictions in Section 4.7 or Section 5.11(b)(vii), the holder of a Series A Preferred Unit or a Series A Conversion Unit shall (which may be satisfied by a lender under a Permitted Loan on its behalf) provide notice to the Partnership of the transfer of any such Series A Preferred Unit or Series A Conversion Unit, as applicable, by the earlier of (i) 30 days following such transfer and (ii) the last Business Day of the calendar year during which such transfer occurred, unless, with respect to a transfer of a Series A Conversion Unit, by virtue of the application of Section 5.5(d)(iii), the Partnership has previously determined, based on the advice of counsel, that the transferred Series A Conversion Unit should have, as a substantive matter, like intrinsic economic and federal income tax characteristics of a Common Unit. In connection with the condition imposed by this Section 6.5, the Partnership shall take whatever steps are required to provide economic uniformity to the Series A Conversion Unit in preparation for a transfer of such Unit; *provided, however*, that no such steps may be taken that would have a material adverse effect on the Unitholders holding Common Units (for this purpose the allocations of income, gain, loss and deductions, and any reallocation of Capital Account balances, among the Partners in accordance with Section 5.5(d)(iii) and Treasury Regulation Section 1.704-1(b)(2)(iv)(s)(4) with respect to Series A Preferred Units or Series A Conversion Units will be deemed not to have a material adverse effect on the Unitholders holding Common Units).

(b) Notwithstanding anything to the contrary set forth in this Agreement, the holders of the Series A Preferred Units (i) shall (A) possess the rights and obligations provided in this Agreement with respect to a Limited Partner pursuant to Article III and Article VII and (B) have a Capital Account as a Partner pursuant to Section 5.5 and all other provisions related thereto and (ii) shall not (A) be entitled to vote on any matters requiring the approval or vote of the holders of Outstanding Units, except as provided in Section 5.11 or (B) be entitled to any distributions other than as provided in Section 5.11 and Article VI.

Article XIV

Article XV **MANAGEMENT AND OPERATION OF BUSINESS**

Section 1. *Management*

.

(a) The General Partner shall conduct, direct and manage all activities of the Partnership. Except as otherwise expressly provided in this Agreement, but without limitation on the ability of the General Partner to delegate its rights and power to other Persons, all management powers over the business and affairs of the Partnership shall be exclusively vested in the General Partner, and no Limited Partner in its capacity as such shall have any management power over the business and affairs of the Partnership. In addition to the powers now or hereafter granted a general partner of a limited partnership under applicable law or that are granted to the General Partner under

any other provision of this Agreement, the General Partner, subject to Section 7.3, shall have full power and authority to do all things and on such terms as it determines to be necessary or appropriate to conduct the business of the Partnership, to exercise all powers set forth in Section 2.5 and to effectuate the purposes set forth in Section 2.4, including the following:

(i) the making of any expenditures, the lending or borrowing of money, the assumption or guarantee of, or other contracting for, indebtedness and other liabilities, the issuance of evidences of indebtedness, including indebtedness that is convertible into or exchangeable for Partnership Interests, and the incurring of any other obligations;

(ii) the making of tax, regulatory and other filings, or rendering of periodic or other reports to governmental or other agencies having jurisdiction over the business or assets of the Partnership;

(iii) the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation or exchange of any or all of the assets of the Partnership or the merger or other combination of the Partnership with or into another Person (the matters described in this clause (iii) being subject, however, to any prior approval that may be required by Section 7.3 and Article XIV);

(iv) the use of the assets of the Partnership (including cash on hand) for any purpose consistent with the terms of this Agreement, including the financing of the conduct of the operations of the Partnership Group; subject to Section 7.6(a), the lending of funds to other Persons (including other Group Members); the repayment or guarantee of obligations of any Group Member; and the making of capital contributions to any Group Member;

(v) the negotiation, execution and performance of any contracts, conveyances or other instruments (including instruments that limit the liability of the Partnership under contractual arrangements to all or particular assets of the Partnership, with the other party to the contract to have no recourse against the General Partner or its assets other than its interest in the Partnership, even if the same results in the terms of the transaction being less favorable to the Partnership than would otherwise be the case);

(vi) the distribution of cash held by the Partnership;

(vii) the selection and dismissal of employees (including employees having titles such as "president," "vice president," "secretary" and "treasurer") and agents, internal and outside attorneys, accountants, consultants and contractors and the determination of their compensation and other terms of employment or hiring;

(viii) the maintenance of insurance for the benefit of the Partnership Group, the Partners and Indemnitees;

(ix) the formation of, or acquisition of an interest in, and the contribution of property and the making of loans to, any further limited or general partnerships, joint ventures, corporations, limited liability companies or other Persons (including the acquisition of interests in, and the contributions of property to, any Group Member from time to time) subject to the restrictions set forth in Section 2.4;

(x) the control of any matters affecting the rights and obligations of the Partnership, including the bringing and defending of actions at law or in equity and otherwise engaging in the conduct of litigation, arbitration or mediation and the incurring of legal expense and the settlement of claims and litigation;

(xi) the indemnification of any Person against liabilities and contingencies to the extent permitted by law;

(xii) the entering into of listing agreements with any National Securities Exchange and the delisting of some or all of the Limited Partner Interests from, or requesting that trading be suspended on, any such exchange (subject to any prior approval that may be required under Section 4.7);

(xiii) the purchase, sale or other acquisition or disposition of Partnership Interests, or the issuance of Derivative Partnership Interests (subject to any approval that may be required by Section 5.11(b));

(xiv) the undertaking of any action in connection with the Partnership's participation in the management of any Group Member; and

(xv) the entering into of agreements with any of its Affiliates to render services to a Group Member or to itself in the discharge of its duties as General Partner of the Partnership.

(b) Notwithstanding any other provision of this Agreement, any Group Member Agreement, the Delaware Act or any applicable law, rule or regulation, each of the Partners and each other Person who has acquired or may acquire an interest in Partnership Interests hereby (i) has approved, ratified and confirmed or approves, ratifies and confirms the execution, delivery and performance by the parties thereto of this Agreement and the Group Member Agreement of each other Group Member, the Underwriting Agreement, the EQT Omnibus Agreement, the Contribution Agreement, and the other agreements described in or filed as exhibits to the IPO Registration Statement that are related to the transactions contemplated by the IPO Registration Statement (collectively, the "***Transaction Documents***") (in each case other than this Agreement, without giving effect to any amendments, supplements or restatements thereof entered into after the date such Person becomes bound by the provisions of this Agreement); (ii) agreed or agrees that the General Partner (on its own or on behalf of the Partnership) is authorized to execute, deliver and perform the agreements referred to in clause (i) of this sentence and the other agreements, acts, transactions and matters described in or contemplated by the IPO Registration Statement on behalf of the Partnership without any further act, approval or vote of the Partners or the other Persons who may acquire an interest in Partnership Interests or otherwise bound by this Agreement; and (iii) agrees that the execution, delivery or performance by the General Partner, any Group Member or any Affiliate of any of them of this Agreement or any agreement authorized or permitted under this Agreement (including the exercise by the General Partner or any Affiliate of the General Partner of the rights accorded pursuant to Article XV) shall not constitute a breach by the General Partner of any duty or any other obligation of any type whatsoever that the General Partner may owe the Partnership or the Limited Partners or any other Persons under this Agreement (or any other agreements) or of any duty existing at law, in equity or otherwise.

Section 2. *Certificate of Limited Partnership*

. The General Partner has caused the Certificate of Limited Partnership to be filed with the Secretary of State of the State of Delaware as required by the Delaware Act. The General Partner has caused a Certificate of Amendment to Certificate of Limited Partnership to be filed with the Secretary of State of the State of Delaware on October 12, 2018 to reflect the change of the Partnership's name from "EQT Midstream Partners, LP" to "EQM Midstream Partners, LP." The General Partner has caused an additional Certificate of Amendment to Certificate of Limited Partnership to be filed with the Secretary of State of the State of Delaware on February 22, 2019 to reflect the change of the General Partner from EQM Midstream Services, LLC to EQGP Services, LLC. The General Partner shall use all reasonable efforts to cause to be filed such other certificates or documents that the General Partner determines to be necessary or appropriate for the formation, continuation, qualification and operation of a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Delaware or any other state in which the Partnership may elect to do business or own property. To the extent the General Partner determines such action to be necessary or appropriate, the General Partner shall file amendments to and restatements of the Certificate of Limited Partnership and do all things to maintain the Partnership as a limited partnership (or a partnership or other entity in which the limited partners have limited liability) under the laws of the State of Delaware or of any other state in which the Partnership may elect to do business or own property. Subject to the terms of Section 3.3(a), the General Partner shall not be required, before or after filing, to deliver or mail a copy of the Certificate of Limited Partnership, any qualification document or any amendment thereto to any Limited Partner.

Section 3. Restrictions on the General Partner's Authority to Sell Assets of the Partnership Group

. Except as provided in Article XII and Article XIV, the General Partner may not sell, exchange or otherwise dispose of all or substantially all of the assets of the Partnership Group, taken as a whole, in a single transaction or a series of related transactions without the approval of holders of a Unit Majority; provided, however, that this provision shall not preclude or limit the General Partner's ability to mortgage, pledge, hypothecate or grant a security interest in all or substantially all of the assets of the Partnership Group and shall not apply to any forced sale of any or all of the assets of the Partnership Group pursuant to the foreclosure of, or other realization upon, any such encumbrance.

Section 4. *Reimbursement of the General Partner*

.

(a) Except as provided in this Section 7.4 and elsewhere in this Agreement, the General Partner shall not be compensated for its services as a general partner or managing member of any Group Member.

(b) Subject to the ETRN Omnibus Agreement and the Secondment Agreement, the General Partner shall be reimbursed on a monthly basis, or such other basis as the General Partner may determine, for (i) all direct and indirect expenses it incurs or payments it makes on behalf of the Partnership Group (including salary, bonus, incentive compensation and other amounts paid to any Person, including Affiliates of the General Partner, to perform services for the Partnership Group or for the General Partner in the discharge of its duties to the Partnership Group), and (ii) all other expenses allocable to the Partnership Group or otherwise incurred by the General Partner or its Affiliates in connection with managing and operating the Partnership Group's business and affairs (including expenses allocated to the General Partner by its Affiliates). The General Partner shall determine the expenses that are allocable to the Partnership Group. Reimbursements pursuant to this Section 7.4 shall be in addition to any reimbursement to the General Partner as a result of indemnification pursuant to Section 7.7. This provision does not affect the ability of the General Partner and its Affiliates to enter into an agreement to provide services to any Group Member for a fee or otherwise than for cost.

(c) The General Partner, without the approval of the Limited Partners (who shall have no right to vote in respect thereof), may propose and adopt on behalf of the Partnership employee benefit plans, employee programs and employee practices (including plans, programs and practices involving the issuance of Partnership Interests or options to purchase or rights, warrants or appreciation rights or phantom or tracking interests relating to Partnership Interests), or cause the Partnership to issue Partnership Interests or Derivative Partnership Interests in connection with, or pursuant to, any employee benefit plan, employee program or employee practice maintained or sponsored by the General Partner or any of its Affiliates in each case for the benefit of employees and directors of the General Partner or any of its Affiliates, in respect of services performed, directly or indirectly, for the benefit of the Partnership Group. The Partnership agrees to issue and sell to the General Partner or any of its Affiliates any Partnership Interests or Derivative Partnership Interests that the General Partner or such Affiliates are obligated to provide to any employees, consultants and directors pursuant to any such employee benefit plans, employee programs or employee practices. Expenses incurred by the General Partner in connection with any such plans, programs and practices (including the net cost to the General Partner or such Affiliates of Partnership Interests or Derivative Partnership Interests purchased by the General Partner or such Affiliates from the Partnership to fulfill options or awards under such plans, programs and practices) shall be reimbursed in accordance with Section 7.4(b). Any and all obligations of the General Partner under any employee benefit plans, employee programs or employee practices adopted by the General Partner as permitted by this Section 7.4(c) shall constitute obligations of the General Partner hereunder and shall be assumed by any successor General Partner approved pursuant to Section 11.1 or Section 11.2 or the transferee of or successor to all of the General Partner's General Partner Interest pursuant to Section 4.6.

(d) The General Partner and its Affiliates may charge any member of the Partnership Group a management fee to the extent necessary to allow the Partnership Group to reduce the amount of any state franchise or income tax or any tax based upon the revenues or gross margin of any member of the Partnership Group if the tax benefit produced by the payment of such management fee or fees exceeds the amount of such fee or fees.

Section 5. *Outside Activities*

.

(a) The General Partner, for so long as it is the General Partner of the Partnership, (i) agrees that its sole business will be to act as a general partner or managing member, as the case may be, of the Partnership and any other partnership or limited liability company of which the Partnership is, directly or indirectly, a partner or member and to undertake activities that are ancillary or related thereto (including being a Limited Partner in the Partnership) and (ii) shall not engage in any business or activity or incur any debts or liabilities except in connection with or incidental to (A) its performance as general partner or managing member, if any, of one or more Group Members or as described in or contemplated by the IPO Registration Statement, (B) the acquiring, owning or disposing of debt securities or equity interests in any Group Member, or (C) subject to the limitations contained in the ETRN Omnibus Agreement, the performance of its obligations under the ETRN Omnibus Agreement.

(b) Subject to the terms of Section 7.5(c), each Unrestricted Person (other than the General Partner) shall have the right to engage in businesses of every type and description and other activities for profit and to engage in and possess an interest in other business ventures of any and every type or description, whether in businesses engaged in or anticipated to be engaged in by any Group Member, independently or with others, including business interests and activities in direct competition with the business and activities of any Group Member, and none of the same shall constitute a breach of this Agreement or any duty otherwise existing at law, in equity or otherwise, to any Group Member or any Partner; provided such Unrestricted Person does not engage in such business or activity using confidential or proprietary information provided by or on behalf of the Partnership to such Unrestricted Person. None of any Group Member, any Limited Partner or any other Person shall have any rights by virtue of this Agreement, any Group Member Agreement, or the partnership relationship established hereby in any business ventures of any Unrestricted Person.

(c) Subject to the terms of Sections 7.5(a) and (b), but otherwise notwithstanding anything to the contrary in this Agreement, (i) the engaging in competitive activities by any Unrestricted Person (other than the General Partner) in accordance with the provisions of this Section 7.5 is hereby approved by the Partnership and all Partners, (ii) it shall be deemed not to be a breach of any duty otherwise existing at law, in equity or otherwise, of the General Partner or any other Unrestricted Person for the Unrestricted Persons (other than the General Partner) to engage in such business interests and activities in preference to or to the exclusion of the Partnership and (iii) the Unrestricted Persons shall have no obligation hereunder or as a result of any duty otherwise existing at law, in equity or otherwise, to present business opportunities to the Partnership. Notwithstanding anything to the contrary in this Agreement, the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to any Unrestricted Person (including the General Partner). No Unrestricted Person (including the General Partner) who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Partnership, shall have any duty to communicate or offer such opportunity to the Partnership, and such Unrestricted Person (including the General Partner) shall not be liable to the Partnership, to any Limited Partner or any other Person bound by this Agreement for breach of any duty otherwise existing at law, in equity or otherwise, by reason of the fact that such Unrestricted Person (including the General Partner) pursues or acquires for itself, directs such opportunity to another Person or does not communicate such opportunity or information to the Partnership, provided such Unrestricted Person does not engage in such business or activity using confidential or proprietary information provided by or on behalf of the Partnership to such Unrestricted Person.

(d) The General Partner and each of its Affiliates may acquire Units or other Partnership Interests in addition to those acquired on the IPO Closing Date and, except as otherwise provided in this Agreement, shall be entitled to exercise, at their option, all rights relating to all Units and/or other Partnership Interests acquired by them. The term "Affiliates" when used in this Section 7.5(d) with respect to the General Partner shall not include any Group Member.

Section 6. *Loans from the General Partner; Loans or Contributions from the Partnership or Group Members*
.

(a) The General Partner or any of its Affiliates may lend to any Group Member, and any Group Member may borrow from the General Partner or any of its Affiliates, funds needed or desired by the Group Member for such periods of time and in such amounts as the General Partner may determine; provided, however, that in any such case the lending party may not charge the borrowing party interest at a rate greater than the rate that would be charged the borrowing party or impose terms less favorable to the borrowing party than would be charged or imposed on the borrowing party by unrelated lenders on comparable loans made on an arm's-length basis (without reference to the lending party's financial abilities or guarantees), all as determined by the General Partner. The borrowing party shall reimburse the lending party for any costs (other than any additional interest costs) incurred by the lending party in connection with the borrowing of such funds. For purposes of this Section 7.6(a) and Section 7.6(b), the term "Group Member" shall include any Affiliate of a Group Member that is controlled by the Group Member.

(b) The Partnership may lend or contribute to any Group Member, and any Group Member may borrow from the Partnership, funds on terms and conditions determined by the General Partner. No Group Member may lend funds to the General Partner or any of its Affiliates (other than another Group Member).

Section 7. *Indemnification*
.

(a) To the fullest extent permitted by law but subject to the limitations expressly provided in this Agreement, all Indemnitees shall be indemnified and held harmless by the Partnership from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all threatened, pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as an Indemnitee and acting (or omitting or refraining to act) in such capacity on behalf of or for the benefit of the Partnership; provided, that the Indemnitee shall not be indemnified and held harmless pursuant to this Agreement if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Agreement, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was unlawful; provided, further, no indemnification pursuant to this Section 7.7 shall be available to any Indemnitee (other than a Group Member) with respect to any such Indemnitee's obligations pursuant to the Transaction Documents. Any indemnification pursuant to this Section 7.7 shall be made only out of the assets of the Partnership, it being agreed that the General Partner shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate such indemnification.

(b) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by an Indemnitee who is indemnified pursuant to Section 7.7(a) in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Section 7.7, the Indemnitee is not entitled to be indemnified upon receipt by the Partnership of any undertaking by or on behalf of the Indemnitee to repay such amount if it shall be ultimately determined that the Indemnitee is not entitled to be indemnified as authorized by this Section 7.7.

(c) The indemnification provided by this Section 7.7 shall be in addition to any other rights to which an Indemnitee may be entitled under this Agreement, any other agreement, pursuant to any vote of the holders of Outstanding Limited Partner Interests, as a matter of law, in equity or otherwise, both as to actions in the Indemnitee's capacity as an Indemnitee and as to actions in any other capacity (including any capacity under the Underwriting Agreement), and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee.

(d) The Partnership may purchase and maintain (or reimburse the General Partner or its Affiliates for the cost of) insurance, on behalf of the General Partner, its Affiliates and such other Persons as the General Partner shall determine, against any liability that may be asserted against, or expense that may be incurred by, such Person in connection with the Partnership's activities or such Person's activities on behalf of the Partnership, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement.

(e) For purposes of this Section 7.7, the Partnership shall be deemed to have requested an Indemnitee to serve as fiduciary of an employee benefit plan whenever the performance by it of its duties to the Partnership also imposes duties on, or otherwise involves services by, it to the plan or participants or beneficiaries of the plan; excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall constitute "fines" within the meaning of Section 7.7(a); and action taken or omitted by it with respect to any employee benefit plan in the performance of its duties for a purpose reasonably believed by it to be in the best interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in the best interests of the Partnership.

(f) In no event may an Indemnitee subject the Limited Partners to personal liability by reason of the indemnification provisions set forth in this Agreement.

(g) An Indemnitee shall not be denied indemnification in whole or in part under this Section 7.7 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section 7.7 are for the benefit of the Indemnitees and their heirs, successors, assigns, executors and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(i) No amendment, modification or repeal of this Section 7.7 or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitee to be indemnified by the Partnership, nor the obligations of the Partnership to indemnify any such Indemnitee under and in accordance with the provisions of this Section 7.7 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Section 8. *Liability of Indemnitees*

.

(a) Notwithstanding anything to the contrary set forth in this Agreement, no Indemnitee shall be liable for monetary damages to the Partnership, the Limited Partners, or any other

Persons who have acquired interests in the Partnership Interests, for losses sustained or liabilities incurred as a result of any act or omission of an Indemnitee unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was criminal.

(b) The General Partner may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents, and the General Partner shall not be responsible for any misconduct or negligence on the part of any such agent appointed by the General Partner in good faith.

(c) To the extent that, at law or in equity, an Indemnitee has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or to the Partners, the General Partner and any other Indemnitee acting in connection with the Partnership's business or affairs shall not be liable to the Partnership or to any Partner for its good faith reliance on the provisions of this Agreement.

(d) Any amendment, modification or repeal of this Section 7.8 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability of the Indemnitees under this Section 7.8 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Section 9. *Resolution of Conflicts of Interest; Standards of Conduct and Modification of Duties*

.

(a) Unless otherwise expressly provided in this Agreement or any Group Member Agreement, whenever a potential conflict of interest exists or arises between the General Partner or any of its Affiliates, on the one hand, and the Partnership, any Group Member or any Partner, on the other, any resolution or course of action by the General Partner or its Affiliates in respect of such conflict of interest shall be permitted and deemed approved by all Partners, and shall not constitute a breach of this Agreement, of any Group Member Agreement, of any agreement contemplated herein or therein, or of any duty stated or implied by law or equity, if the resolution or course of action in respect of such conflict of interest is (i) approved by Special Approval, (ii) approved by the vote of a majority of the Outstanding Common Units (excluding Common Units owned by the General Partner and its Affiliates) and Outstanding Series A Preferred Units (with such Series A Preferred Units to be treated on an as-converted basis as described in Section 5.11(b)(v)), voting together as a single class, (iii) determined by the Board of Directors of the General Partner to be on terms no less favorable to the Partnership than those generally being provided to or available from unrelated third parties or (iv) determined by the Board of Directors of the General Partner to be fair and reasonable to the Partnership, taking into account the totality of the relationships between the parties involved (including other transactions that may be particularly favorable or advantageous to the Partnership). The General Partner shall be authorized but not required in connection with its resolution of such conflict of interest to seek Special Approval or Unitholder approval of such resolution, and the General Partner may also adopt a resolution or course of action that has not received Special Approval or Unitholder approval. Unless otherwise expressly provided in this Agreement or any Group Member Agreement, whenever the General Partner makes a determination to refer any potential conflict of interest to the Conflicts Committee for Special Approval, seek Unitholder approval or adopt a resolution or course of action that has not received Special Approval or Unitholder approval, then the General Partner shall be entitled, to the fullest extent permitted by law, to make such determination or to take or decline to take such other action free of any duty or obligation whatsoever to the Partnership or any Limited Partner, and the General Partner shall not, to the fullest extent permitted by law, be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law,

rule or regulation or at equity, and the General Partner in making such determination or taking or declining to take such other action shall be permitted to do so in its sole and absolute discretion. If Special Approval is sought, then it shall be presumed that, in making its decision, the Conflicts Committee acted in good faith, and if the Board of Directors of the General Partner determines that the resolution or course of action taken with respect to a conflict of interest satisfies either of the standards set forth in clauses (iii) or (iv) above, then it shall be presumed that, in making its decision, the Board of Directors of the General Partner acted in good faith. In any proceeding brought by any Limited Partner or by or on behalf of such Limited Partner or any other Limited Partner or the Partnership challenging any action by the Conflicts Committee with respect to any matter referred to the Conflicts Committee for Special Approval by the General Partner, any action by the Board of Directors of the General Partner in determining whether the resolution or course of action taken with respect to a conflict of interest satisfies either of the standards set forth in clauses (iii) or (iv) above or whether a director satisfies the eligibility requirements to be a member of the Conflicts Committee, the Person bringing or prosecuting such proceeding shall have the burden of overcoming the presumption that the Conflicts Committee or the Board of Directors of the General Partner, as applicable, acted in good faith; in all cases subject to the provisions for conclusive determination in Section 7.9(b). Notwithstanding anything to the contrary in this Agreement or any duty otherwise existing at law or equity, the existence of the conflicts of interest described in the IPO Registration Statement are hereby approved by all Partners and shall not constitute a breach of this Agreement.

(b) Whenever the General Partner or the Board of Directors, or any committee thereof (including the Conflicts Committee), makes a determination or takes or declines to take any other action, or any Affiliate of the General Partner causes the General Partner to do so, in its capacity as the general partner of the Partnership as opposed to in its individual capacity, whether under this Agreement, any Group Member Agreement or any other agreement, then, unless another express standard is provided for in this Agreement, the General Partner, the Board of Directors or such committee or such Affiliates causing the General Partner to do so, shall make such determination or take or decline to take such other action in good faith and shall not be subject to any other or different standards (including fiduciary standards) imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity. A determination or other action or inaction will conclusively be deemed to be in "good faith" for all purposes of this Agreement, if the Person or Persons making such determination or taking or declining to take such other action subjectively believe that the determination or other action or inaction is in the best interests of the Partnership Group; provided, that if the Board of Directors of the General Partner is making a determination or taking or declining to take an action pursuant to clause (iii) or clause (iv) of the first sentence of Section 7.9(a), then in lieu thereof, such determination or other action or inaction will conclusively be deemed to be in "good faith" for all purposes of this Agreement if the members of the Board of Directors of the General Partner making such determination or taking or declining to take such other action subjectively believe that the determination or other action or inaction meets the standard set forth in clause (iii) or clause (iv) of the first sentence of Section 7.9(a), as applicable; provided further, that if the Board of Directors of the General Partner is making a determination that a director satisfies the eligibility requirements to be a member of a Conflicts Committee, then in lieu thereof, such determination will conclusively be deemed to be in "good faith" for all purposes of this Agreement if the members of the Board of Directors of the General Partner making such determination subjectively believe that the director satisfies the eligibility requirements to be a member of the Conflicts Committee.

(c) Whenever the General Partner makes a determination or takes or declines to take any other action, or any of its Affiliates causes it to do so, in its individual capacity as opposed to in its capacity as the general partner of the Partnership, whether under this Agreement, any Group Member Agreement or any other agreement contemplated hereby or otherwise, then the General Partner, or such Affiliates causing it to do so, are entitled, to the fullest extent permitted by law, to make such determination or to take or decline to take such other action free of any duty or obligation whatsoever to the Partnership or any Limited Partner,

and the General Partner, or such Affiliates causing it to do so, shall not, to the fullest extent permitted by law, be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity, and the Person or Persons making such determination or taking or declining to take such other action shall be permitted to do so in their sole and absolute discretion. By way of illustration and not of limitation, whenever the phrase, "the General Partner at its option," or some variation of that phrase, is used in this Agreement, it indicates that the General Partner is acting in its individual capacity. For the avoidance of doubt, whenever the General Partner votes or transfers its Partnership Interests, or refrains from voting or transferring its Partnership Interests, it shall be acting in its individual capacity.

(d) The General Partner's organizational documents may provide that determinations to take or decline to take any action in its individual, rather than representative, capacity may or shall be determined by its members, if the General Partner is a limited liability company, stockholders, if the General Partner is a corporation, or the members or stockholders of the General Partner's general partner, if the General Partner is a partnership.

(e) Notwithstanding anything to the contrary in this Agreement, the General Partner and its Affiliates shall have no duty or obligation, express or implied, to (i) sell or otherwise dispose of any asset of the Partnership Group other than in the ordinary course of business or (ii) permit any Group Member to use any facilities or assets of the General Partner and its Affiliates, except as may be provided in contracts entered into from time to time specifically dealing with such use. Any determination by the General Partner or any of its Affiliates to enter into such contracts shall be at its option.

(f) Except as expressly set forth in this Agreement or required by the Delaware Act, neither the General Partner nor any other Indemnitee shall have any duties or liabilities, including fiduciary duties, to the Partnership or any Limited Partner and the provisions of this Agreement, to the extent that they restrict, eliminate or otherwise modify the duties and liabilities, including fiduciary duties, of the General Partner or any other Indemnitee otherwise existing at law or in equity, are agreed by the Partners to replace such other duties and liabilities of the General Partner or such other Indemnitee. Notwithstanding anything to the contrary in this Agreement, to the fullest extent permitted by law, neither the General Partner nor any other Indemnitee shall have any duties or liabilities, including fiduciary duties, to Series A Preferred Unitholders.

(g) The Unitholders hereby have authorized or authorize the General Partner, on behalf of the Partnership as a general partner or managing member of a Group Member, to approve actions by the general partner or managing member of such Group Member similar to those actions permitted to be taken by the General Partner pursuant to this Section 7.9.

Section 10. *Other Matters Concerning the General Partner*

.

(a) The General Partner and any other Indemnitee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The General Partner and any other Indemnitee may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisers selected by it, and any act taken or omitted to be taken in reliance upon the advice or opinion (including an Opinion of Counsel) of such Persons as to matters that the General Partner or such Indemnitee, respectively, reasonably believes to be within such Person's professional or expert competence shall be conclusively presumed to have been done or omitted in good faith and in accordance with such advice or opinion.

(c) The General Partner shall have the right, in respect of any of its powers or obligations hereunder, to act through any of its duly authorized officers, a duly appointed attorney or attorneys-in-fact or the duly authorized officers of the Partnership or any Group Member.

Section 11. Purchase or Sale of Partnership Interests

. The General Partner may cause the Partnership to purchase or otherwise acquire Partnership Interests or Derivative Partnership Interests. As long as Partnership Interests are held by any Group Member, such Partnership Interests shall not be considered Outstanding for any purpose, except as otherwise provided herein. The General Partner or any Affiliate of the General Partner may also purchase or otherwise acquire and sell or otherwise dispose of Partnership Interests for its own account, subject to the provisions of Articles IV and X.

Section 12. *Registration Rights of the General Partner and its Affiliates*

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(a) *Demand Registration*. Upon receipt of a Notice from any Holder, the Partnership shall file with the Commission as promptly as reasonably practicable a registration statement under the Securities Act (each, a "***Registration Statement***") providing for the resale of the Registrable Securities identified in such Notice, which may, at the option of the Holder giving such Notice, be a Registration Statement that provides for the resale of the Registrable Securities from time to time pursuant to Rule 415 under the Securities Act. The Partnership shall not be required pursuant to this Section 7.12(a) to file more than one Registration Statement in any twelve-month period nor to file more than three Registration Statements in the aggregate. The Partnership shall use commercially reasonable efforts to cause such Registration Statement to become effective as soon as reasonably practicable after the initial filing of the Registration Statement and to remain effective and available for the resale of the Registrable Securities by the Selling Holders named therein until the earlier of (i) six months following such Registration Statement's effective date and (ii) the date on which all Registrable Securities covered by such Registration Statement have been sold. In the event one or more Holders request in a Notice to dispose of Registrable Securities pursuant to a Registration Statement in an Underwritten Offering and such Holder or Holders reasonably anticipate gross proceeds from such Underwritten Offering of at least $20,000,000 in the aggregate, the Partnership shall retain underwriters that are reasonably acceptable to such Selling Holders in order to permit such Selling Holders to effect such disposition through an Underwritten Offering; provided the Partnership shall have the exclusive right to select the bookrunning managers. The Partnership and such Selling Holders shall enter into an underwriting agreement in customary form that is reasonably acceptable to the Partnership and take all reasonable actions as are requested by the managing underwriters to facilitate the Underwritten Offering and sale of Partnership Interests therein. No Holder may participate in the Underwritten Offering unless it agrees to sell its Registrable Securities covered by the Registration Statement on the terms and conditions of the underwriting agreement and completes and delivers all necessary documents and information reasonably required under the terms of such underwriting agreement. In the event that the managing underwriter of such Underwritten Offering advises the Partnership and the Holder in writing that in its opinion the inclusion of all or some Registrable Securities would adversely and materially affect the timing or success of the Underwritten Offering, the amount of Registrable Securities that each Selling Holder requested be included in such Underwritten Offering shall be reduced on a Pro Rata basis to the aggregate amount that the managing underwriter deems will not have such material and adverse effect. Any Holder may withdraw from such Underwritten Offering by notice to the Partnership and the managing underwriter; provided such notice is delivered prior to the launch of such Underwritten Offering.

(b) *Piggyback Registration*. If the Partnership shall propose to file a Registration Statement (other than pursuant to a demand made pursuant to Section 7.12(a)) for an offering of Partnership Interests for cash (other than an offering relating solely to an employee benefit plan, an offering relating to a transaction on Form S-4 or an offering on any registration statement that does not permit secondary sales), the Partnership shall notify all Holders of such proposal at least five business days before the proposed filing date. The Partnership shall use commercially reasonable efforts to include such number of Registrable

Securities held by any Holder in such Registration Statement as each Holder shall request in a Notice received by the Partnership within two business days of such Holder's receipt of the notice from the Partnership. If the Registration Statement about which the Partnership gives notice under this Section 7.12(b) is for an Underwritten Offering, then any Holder's ability to include its desired amount of Registrable Securities in such Registration Statement shall be conditioned on such Holder's inclusion of all such Registrable Securities in the Underwritten Offering; provided that, in the event that the managing underwriter of such Underwritten Offering advises the Partnership and the Holder in writing that in its opinion the inclusion of all or some Registrable Securities would adversely and materially affect the timing or success of the Underwritten Offering, the amount of Registrable Securities that each Selling Holder requested be included in such Underwritten Offering shall be reduced on a Pro Rata basis to the aggregate amount that the managing underwriter deems will not have such material and adverse effect. In connection with any such Underwritten Offering, the Partnership and the Selling Holders involved shall enter into an underwriting agreement in customary form that is reasonably acceptable to the Partnership and take all reasonable actions as are requested by the managing underwriters to facilitate the Underwritten Offering and sale of Partnership Interests therein. No Holder may participate in the Underwritten Offering unless it agrees to sell its Registrable Securities covered by the Registration Statement on the terms and conditions of the underwriting agreement and completes and delivers all necessary documents and information reasonably required under the terms of such underwriting agreement. Any Holder may withdraw from such Underwritten Offering by notice to the Partnership and the managing underwriter; provided such notice is delivered prior to the launch of such Underwritten Offering. The Partnership shall have the right to terminate or withdraw any Registration Statement or Underwritten Offering initiated by it under this Section 7.12(b) prior to the pricing date of the Underwritten Offering.

(c) *Sale Procedures*. In connection with its obligations under this Section 7.12, the Partnership shall:

(i) furnish to each Selling Holder (A) as far in advance as reasonably practicable before filing a Registration Statement or any supplement or amendment thereto, upon request, copies of reasonably complete drafts of all such documents proposed to be filed (including exhibits and each document incorporated by reference therein to the extent then required by the rules and regulations of the Commission), and provide each such Selling Holder the opportunity to object to any information pertaining to such Selling Holder and its plan of distribution that is contained therein and make the corrections reasonably requested by such Selling Holder with respect to such information prior to filing a Registration Statement or supplement or amendment thereto, and (B) such number of copies of such Registration Statement and the prospectus included therein and any supplements and amendments thereto as such Persons may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities covered by such Registration Statement; provided that the Partnership will not have any obligation to provide any document pursuant to clause (B) hereof that is available on the Commission's website;

(ii) if applicable, use its commercially reasonable efforts to register or qualify the Registrable Securities covered by a Registration Statement under the securities or blue sky laws of such jurisdictions as the Selling Holders or, in the case of an Underwritten Offering, the managing underwriter, shall reasonably request; provided, however, that the Partnership will not be required to qualify generally to transact business in any jurisdiction where it is not then required to so qualify or to take any action that would subject it to general service of process in any jurisdiction where it is not then so subject;

(iii) promptly notify each Selling Holder and each underwriter, at any time when a prospectus is required to be delivered under the Securities Act, of (A) the filing of a Registration Statement or any prospectus or prospectus supplement to be used in connection therewith, or any amendment or supplement thereto, and, with respect to such Registration Statement or any post-effective amendment thereto, when the same has become effective; and (B) any written comments from the Commission with respect to any Registration Statement or any document incorporated by reference therein and any written request by

the Commission for amendments or supplements to a Registration Statement or any prospectus or prospectus supplement thereto;

(iv) immediately notify each Selling Holder and each underwriter, at any time when a prospectus is required to be delivered under the Securities Act, of (A) the occurrence of any event or existence of any fact (but not a description of such event or fact) as a result of which the prospectus or prospectus supplement contained in a Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading (in the case of the prospectus contained therein, in the light of the circumstances under which a statement is made); (B) the issuance or threat of issuance by the Commission of any stop order suspending the effectiveness of a Registration Statement, or the initiation of any proceedings for that purpose; or (C) the receipt by the Partnership of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the applicable securities or blue sky laws of any jurisdiction. Following the provision of such notice, subject to Section 7.12(f), the Partnership agrees to, as promptly as practicable, amend or supplement the prospectus or prospectus supplement or take other appropriate action so that the prospectus or prospectus supplement does not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and to take such other reasonable action as is necessary to remove a stop order, suspension, threat thereof or proceedings related thereto; and

(v) enter into customary agreements and take such other actions as are reasonably requested by the Selling Holders or the underwriters, if any, in order to expedite or facilitate the disposition of the Registrable Securities, including the provision of comfort letters and legal opinions as are customary in such securities offerings.

(d) *Suspension*. Each Selling Holder, upon receipt of notice from the Partnership of the happening of any event of the kind described in Section 7.12(c)(iv), shall forthwith discontinue disposition of the Registrable Securities by means of a prospectus or prospectus supplement until such Selling Holder's receipt of the copies of the supplemented or amended prospectus contemplated by such subsection or until it is advised in writing by the Partnership that the use of the prospectus may be resumed, and has received copies of any additional or supplemental filings incorporated by reference in the prospectus.

(e) *Expenses*. Except as set forth in an underwriting agreement for the applicable Underwritten Offering or as otherwise agreed between a Selling Holder and the Partnership, all costs and expenses of a Registration Statement filed or an Underwritten Offering that includes Registrable Securities pursuant to this Section 7.12 (other than underwriting discounts and commissions on Registrable Securities and fees and expenses of counsel and advisors to Selling Holders) shall be paid by the Partnership.

(f) *Delay Right*. Notwithstanding anything to the contrary herein, if the Conflicts Committee determines that the Partnership's compliance with its obligations in this Section 7.12 would be detrimental to the Partnership because such registration would (x) materially interfere with a significant acquisition, reorganization or other similar transaction involving the Partnership, (y) require premature disclosure of material information that the Partnership has a bona fide business purpose for preserving as confidential or (z) render the Partnership unable to comply with requirements under applicable securities laws, then the Partnership shall have the right to postpone compliance with such obligations for a period of not more than six months; provided that such right may not be exercised more than twice in any 24-month period.

(g) *Indemnification*.

(i) In addition to and not in limitation of the Partnership's obligation under Section 7.7, the Partnership shall, to the fullest extent permitted by law but subject to the limitations expressly provided in this Agreement, indemnify and hold harmless each Selling Holder, its officers, directors and each Person who controls the Holder (within the meaning of the Securities Act) and any agent thereof (collectively, "***Indemnified Persons***") from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other

amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnified Person may be involved, or is threatened to be involved, as a party or otherwise, under the Securities Act or otherwise (hereinafter referred to in this Section 7.12(g) as a "claim" and in the plural as "claims") based upon, arising out of or resulting from any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement, preliminary prospectus, final prospectus or issuer free writing prospectus under which any Registrable Securities were registered or sold by such Selling Holder under the Securities Act, or arising out of, based upon or resulting from the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that the Partnership shall not be liable to any Indemnified Person to the extent that any such claim arises out of, is based upon or results from an untrue statement or alleged untrue statement or omission or alleged omission made in such Registration Statement, preliminary prospectus, final prospectus or issuer free writing prospectus in reliance upon and in conformity with written information furnished to the Partnership by or on behalf of such Selling Holder specifically for use in the preparation thereof

(ii) Each Selling Holder shall, to the fullest extent permitted by law, indemnify and hold harmless the Partnership, the General Partner's officers and directors and each Person who controls the Partnership (within the meaning of the Securities Act) and any agent thereof to the same extent as the foregoing indemnity from the Partnership to the Selling Holders, but only with respect to information regarding such Selling Holder furnished in writing by or on behalf of such Selling Holder expressly for inclusion in such Registration Statement, preliminary prospectus, final prospectus or free writing prospectus.

(iii) The provisions of this Section 7.12(g) shall be in addition to any other rights to indemnification or contribution that a Person entitled to indemnification under this Section 7.12(g) may have pursuant to law, equity, contract or otherwise.

(h) *Specific Performance*. Damages in the event of breach of Section 7.12 by a party hereto may be difficult, if not impossible, to ascertain, and it is therefore agreed that each party, in addition to and without limiting any other remedy or right it may have, will have the right to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and enforcing specifically the terms and provisions hereof, and each of the parties hereto hereby waives any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of this right will not preclude any such party from pursuing any other rights and remedies at law or in equity that such party may have.

Section 13. *Reliance by Third Parties*. Notwithstanding anything to the contrary in this Agreement, any Person (other than the General Partner and its Affiliates) dealing with the Partnership shall be entitled to assume that the General Partner and any officer of the General Partner authorized by the General Partner to act on behalf of and in the name of the Partnership has full power and authority to encumber, sell or otherwise use in any manner any and all assets of the Partnership and to enter into any authorized contracts on behalf of the Partnership, and such Person shall be entitled to deal with the General Partner or any such officer as if it were the Partnership's sole party in interest, both legally and beneficially. Each Limited Partner hereby waives, to the fullest extent permitted by law, any and all defenses or other remedies that may be available against such Person to contest, negate or disaffirm any action of the General Partner or any such officer in connection with any such dealing. In no event shall any Person (other than the General Partner and its Affiliates) dealing with the General Partner or any such officer or its representatives be obligated to ascertain that the terms of this Agreement have been complied with or to inquire into the necessity or expedience of any act or action of the General Partner or any such officer or its representatives. Each and every certificate, document or other instrument executed on behalf of the Partnership by the General Partner or its representatives shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (a) at the time of the execution and delivery of such certificate, document or instrument, this Agreement was in full force and effect, (b) the Person executing and delivering such certificate, document or instrument was duly authorized and empowered

to do so for and on behalf of the Partnership and (c) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Partnership.

Article XVI

Article XVII **BOOKS, RECORDS, ACCOUNTING AND REPORTS**

Section 1. *Records and Accounting*

. The General Partner shall keep or cause to be kept at the principal office of the Partnership appropriate books and records with respect to the Partnership's business, including the Register and all other books and records necessary to provide to the Limited Partners any information required to be provided pursuant to Section 3.3(a). Any books and records maintained by or on behalf of the Partnership in the regular course of its business, including the Register, books of account and records of Partnership proceedings, may be kept on, or be in the form of, computer disks, hard drives, punch cards, magnetic tape, photographs, micrographics or any other information storage device; provided, that the books and records so maintained are convertible into clearly legible written form within a reasonable period of time. The books of the Partnership shall be maintained, for financial reporting purposes, on an accrual basis in accordance with U.S. GAAP. The Partnership shall not be required to keep books maintained on a cash basis and the General Partner shall be permitted to calculate cash-based measures by making such adjustments to its accrual basis books to account for non-cash items and other adjustments as the General Partner determines to be necessary or appropriate.

Section 2. *Fiscal Year*

. The fiscal year of the Partnership shall be a fiscal year ending December 31.

Section 3. *Reports*

.

(a) Whether or not the Partnership is subject to the requirement to file reports with the Commission, as soon as practicable, but in no event later than 105 days after the close of each fiscal year of the Partnership (or such shorter period as required by the Commission), the General Partner shall cause to be mailed or made available, by any reasonable means (including posting on or accessible through the Partnership's or the Commission's website) to each Record Holder of a Unit as of a date selected by the General Partner, an annual report containing financial statements of the Partnership for such fiscal year of the Partnership, presented in accordance with U.S. GAAP, including a balance sheet and statements of operations, Partnership equity and cash flows, such statements to be audited by a firm of independent public accountants selected by the General Partner, and such other information as may be required by applicable law, regulation or rule of the Commission or any National Securities Exchange on which the Units are listed or admitted to trading, or as the General Partner determines to be necessary or appropriate.

(b) Whether or not the Partnership is subject to the requirement to file reports with the Commission, as soon as practicable, but in no event later than 50 days after the close of each Quarter (or such shorter period as required by the Commission) except the last Quarter of each fiscal year, the General Partner shall cause to be mailed or made available, by any reasonable means (including posting on or accessible through the Partnership's or the Commission's website) to each Record Holder of a Unit, as of a date selected by the General Partner, a report containing unaudited financial statements of the Partnership and such other information as may be required by applicable law, regulation or rule of the Commission or any National Securities Exchange on which the Units are listed or admitted to trading, or as the General Partner determines to be necessary or appropriate.

Article XVIII

Article XIX **TAX MATTERS**

Section 1. *Tax Returns and Information*

. The Partnership shall timely file all returns of the Partnership that are required for federal, state and local income tax purposes on the basis of the accrual method and the taxable period or year that it is required by law to adopt, from time to time, as determined by the General Partner. In the event the Partnership is required to use a taxable period other than a year ending on December 31, the General Partner shall use reasonable efforts to change the taxable period of the Partnership to a year ending on December 31. The tax information reasonably required by Record Holders for federal and state income tax reporting purposes with respect to a taxable period shall be furnished to them within 90 days of the close of the calendar year in which the Partnership's taxable period ends. The classification, realization and recognition of income, gain, losses and deductions and other items shall be on the accrual method of accounting for federal income tax purposes.

Section 2. *Tax Elections*

.

(a) The Partnership shall make the election under Section 754 of the Code in accordance with applicable regulations thereunder, subject to the reservation of the right to seek to revoke any such election upon the General Partner's determination that such revocation is in the best interests of the Limited Partners. Notwithstanding any other provision herein contained, for the purposes of computing the adjustments under Section 743(b) of the Code, the General Partner shall be authorized (but not required) to adopt a convention whereby the price paid by a transferee of a Limited Partner Interest will be deemed to be the lowest quoted closing price of the Limited Partner Interests on any National Securities Exchange on which such Limited Partner Interests are listed or admitted to trading during the calendar month in which such transfer is deemed to occur pursuant to Section 6.2(f) without regard to the actual price paid by such transferee.

(b) Except as otherwise provided herein, the General Partner shall determine whether the Partnership should make any other elections permitted by the Code.

Section 3. *Tax Controversies*

.

(a) For taxable years beginning on or before December 31, 2017, the General Partner is designated as the Tax Matters Partner. For each taxable year beginning after December 31, 2017, the General Partner shall be or shall designate the Partnership Representative and any other Persons necessary to conduct proceedings under Subchapter C of Chapter 63 of the Code (as amended by the BBA) for such year. Any such designated Person or Persons shall serve at the pleasure of, and act at the direction of, the General Partner. The Partnership Representative, as directed by the General Partner, shall exercise any and all authority of the "partnership representative" under the Code (as amended by the BBA), including, without limitation, (i) binding the Partnership and its Partners with respect to actions taken under Subchapter C of Chapter 63 of the Code (as amended by the BBA), and (ii) determining whether to make any available election under Section 6226 of the Code (as amended by the BBA).

(b) The General Partner (acting through the Partnership Representative to the extent permitted by Section 9.3(a)) is authorized and required to act on behalf of and represent the Partnership (at the Partnership's expense) in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and the General Partner is authorized to expend Partnership funds for professional services and costs associated therewith.

(c) Each Partner agrees to cooperate with the General Partner (or its designee) and to do or refrain from doing any or all things reasonably requested by the General Partner (or its designee) in its capacity as the Tax Matters Partner or the Partnership Representative, or as a person otherwise authorized and required to act on behalf of and represent the Partnership pursuant to Section 9.3(b).

(d) The General Partner is authorized to amend the provisions of this Agreement as appropriate to reflect the proposal or promulgation of Treasury Regulations implementing or interpreting the partnership audit, assessment and collection rules adopted by the BBA, including any amendments to those rules.

Section 4. *Withholding and other Tax Payments by the Partnership*

.

(a) If taxes and related interest, penalties or additions to tax are paid by the Partnership on behalf of all or less than all the Partners or former Partners (including, without limitation, any payment by the Partnership of an Imputed Underpayment), the General Partner may treat such payment as a distribution of cash to such Partners, treat such payment as a general expense of the Partnership, or, in the case of an Imputed Underpayment, require that persons who were Partners of the Partnership in the taxable year to which the payment relates (including former Partners) indemnify the Partnership upon request for their allocable share of that payment, in each case as determined appropriate under the circumstances by the General Partner. The amount of any such indemnification obligation of, or deemed distribution of cash to, a Partner or former Partner in respect of an Imputed Underpayment shall be reduced to the extent that the Partnership receives a reduction in the amount of the Imputed Underpayment which, in the determination of the General Partner, is attributable to actions taken by, the tax status or attributes of, or tax information provided by or attributable to, such Partner or former Partner pursuant to or described in Section 6225(c) of the Code (as amended by the BBA).

(b) Notwithstanding any other provision of this Agreement, the General Partner is authorized to take any action that may be required to cause the Partnership and other Group Members to comply with any withholding requirements established under the Code or any other federal, state or local law including pursuant to Sections 1441, 1442, 1445 and 1446 of the Code. To the extent that the Partnership is required or elects to withhold and pay over to any taxing authority any amount resulting from the allocation or distribution of income or from a distribution to any Partner (including by reason of Section 1446 of the Code), the General Partner may treat the amount withheld as a distribution of cash pursuant to Section 6.3(b) or Section 12.4(c) in the amount of such withholding from such Partner.

Article XX

Article XXI **ADMISSION OF PARTNERS**

Section 1. *Admission of Limited Partners*

.

(a) Each of the Limited Partners shall continue as a limited partner of the Partnership on the date hereof.

(b) By acceptance of any Limited Partner Interests transferred in accordance with Article IV or acceptance of any Limited Partner Interests issued pursuant to Article V or pursuant to a merger, consolidation or conversion pursuant to Article XIV, and except as provided in Section 4.8, each transferee of, or other such Person acquiring, a Limited Partner Interest (including any nominee, agent or representative acquiring such Limited Partner Interests for the account of another Person or Group, which nominee, agent or representative shall be subject to Section 10.1(c) below) (i) was or shall be admitted to the Partnership as a Limited Partner with respect to the Limited Partner Interests so transferred or issued to such Person when such Person became or becomes the Record Holder of the Limited Partner Interests so transferred or acquired, (ii) became or shall become bound, and was deemed or shall be deemed to have agreed to be bound, by the terms of this Agreement, (iii) was deemed or shall be deemed to represent that the transferee or acquirer has the capacity, power and authority to enter into this Agreement and (iv) was deemed or shall be deemed to make any consents, acknowledgements or waivers contained in this Agreement, all with or without execution of this Agreement by such Person. The transfer of any Limited Partner Interests and the admission of any

new Limited Partner shall not constitute an amendment to this Agreement. A Person may become a Limited Partner without the consent or approval of any of the Partners. A Person may not become a Limited Partner without acquiring a Limited Partner Interest and becoming the Record Holder of such Limited Partner Interest. The rights and obligations of a Person who is an Ineligible Holder shall be determined in accordance with Section 4.8.

(c) With respect to Units that are held for a Person's account by another Person that is the Record Holder (such as a broker, dealer, bank, trust company or clearing corporation, or an agent of any of the foregoing), such Record Holder shall, in exercising the rights of a Limited Partner in respect of such Units, including the right to vote, on any matter, and unless the arrangement between such Persons provides otherwise, take all action as a Limited Partner by virtue of being the Record Holder of such Units in accordance with the direction of the Person who is the beneficial owner of such Units, and the Partnership shall be entitled to assume such Record Holder is so acting without further inquiry. The provisions of this Section 10.1(c) are subject to the provisions of Section 4.3.

(d) The name and mailing address of each Record Holder shall be listed in the Register. The General Partner shall update the Register from time to time as necessary to reflect accurately the information therein (or shall cause the Transfer Agent to do so, as applicable).

(e) Any transfer of a Limited Partner Interest shall not entitle the transferee to share in the profits and losses, to receive distributions, to receive allocations of income, gain, loss, deduction or credit or any similar item or to any other rights to which the transferor was entitled until the transferee becomes a Limited Partner pursuant to Section 10.1(b).

Section 2. *Admission of Successor General Partner*

. A successor General Partner approved pursuant to Section 11.1 or Section 11.2 or the transferee of or successor to all of the General Partner Interest pursuant to Section 4.6 who is proposed to be admitted as a successor General Partner shall be admitted to the Partnership as the General Partner, effective immediately prior to the withdrawal or removal of the predecessor or transferring General Partner, pursuant to Section 11.1 or Section 11.2 or the transfer of the General Partner Interest pursuant to Section 4.6, provided, however, that no such successor shall be admitted to the Partnership until compliance with the terms of Section 4.6 has occurred and such successor has executed and delivered such other documents or instruments as may be required to effect such admission. Any such successor is hereby authorized to and shall, subject to the terms hereof, carry on the business of the members of the Partnership Group without dissolution.

Section 3. *Amendment of Agreement and Certificate of Limited Partnership*

. To effect the admission to the Partnership of any Partner, the General Partner shall take all steps necessary or appropriate under the Delaware Act to amend the Register and any other records of the Partnership to reflect such admission and, if necessary, to prepare as soon as practicable an amendment to this Agreement and, if required by law, the General Partner shall prepare and file an amendment to the Certificate of Limited Partnership.

Article XXII

Article XXIII **WITHDRAWAL OR REMOVAL OF PARTNERS**

Section 1. *Withdrawal of the General Partner*

.

(a) The General Partner shall be deemed to have withdrawn from the Partnership upon the occurrence of any one of the following events (each such event herein referred to as an "***Event of Withdrawal***");

(i) The General Partner voluntarily withdraws from the Partnership by giving written notice to the other Partners;

(ii) The General Partner transfers all of its General Partner Interest pursuant to Section 4.6;

(iii) The General Partner is removed pursuant to Section 11.2;

(iv) The General Partner (A) makes a general assignment for the benefit of creditors; (B) files a voluntary bankruptcy petition for relief under Chapter 7 of the United States Bankruptcy Code; (C) files a petition or answer seeking for itself a liquidation, dissolution or similar relief (but not a reorganization) under any law; (D) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the General Partner in a proceeding of the type described in clauses (A)-(C) of this Section 11.1(a)(iv); or (E) seeks, consents to or acquiesces in the appointment of a trustee (but not a debtor-in-possession), receiver or liquidator of the General Partner or of all or any substantial part of its properties;

(v) A final and non-appealable order of relief under Chapter 7 of the United States Bankruptcy Code is entered by a court with appropriate jurisdiction pursuant to a voluntary or involuntary petition by or against the General Partner; or

(vi) (A) if the General Partner is a corporation, a certificate of dissolution or its equivalent is filed for the General Partner, or 90 days expire after the date of notice to the General Partner of revocation of its charter without a reinstatement of its charter, under the laws of its state of incorporation; (B) if the General Partner is a partnership or a limited liability company, the dissolution and commencement of winding up of the General Partner; (C) if the General Partner is acting in such capacity by virtue of being a trustee of a trust, the termination of the trust; (D) if the General Partner is a natural person, his death or adjudication of incompetency; and (E) otherwise upon the termination of the General Partner.

If an Event of Withdrawal specified in Section 11.1(a)(iv), (v) or (vi)(A), (B), (C) or (E) occurs, the withdrawing General Partner shall give notice to the Limited Partners within 30 days after such occurrence. The Partners hereby agree that only the Events of Withdrawal described in this Section 11.1 shall result in the withdrawal of the General Partner from the Partnership.

(b) Withdrawal of the General Partner from the Partnership upon the occurrence of an Event of Withdrawal shall not constitute a breach of this Agreement under the following circumstances: (i) at any time during the period beginning on the IPO Closing Date and ending at 12:00 midnight, Central Time, on June 30, 2022 the General Partner voluntarily withdraws by giving at least 90 days' advance notice of its intention to withdraw to the Limited Partners; provided, that prior to the effective date of such withdrawal, the withdrawal is approved by Unitholders holding at least a majority of the Outstanding Common Units (excluding Common Units held by the General Partner and its Affiliates) and Outstanding Series A Preferred Units (with such Series A Preferred Units to be treated on an as-converted basis as described in Section 5.11(b)(v)), voting together as a single class, and the General Partner delivers to the Partnership an Opinion of Counsel *("**Withdrawal Opinion of Counsel**")* that such withdrawal (following the selection of the successor General Partner) would not result in the loss of the limited liability under the Delaware Act of any Limited Partner or cause any Group Member to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not already so treated or taxed); (ii) at any time after 12:00 midnight, Central Time, on June 30, 2022 the General Partner voluntarily withdraws by giving at least 90 days' advance notice to the Unitholders, such withdrawal to take effect on the date specified in such notice; (iii) at any time that the General Partner ceases to be the General Partner pursuant to Section 11.1(a)(ii) or is removed pursuant to Section 11.2; or (iv) notwithstanding clause (i) of this sentence, at any time that the General Partner voluntarily withdraws by giving at least 90 days' advance notice of its intention to withdraw to the Limited Partners, such withdrawal to take effect on the date specified in the notice, if at the time such notice is given one Person and its Affiliates (other than the General Partner and its Affiliates) own beneficially or of record or control at least 50% of the Outstanding Units. The withdrawal of the General Partner from the Partnership upon the occurrence of an Event of Withdrawal shall also constitute the withdrawal of the General Partner as general partner or managing member, if any, to the extent applicable, of the

other Group Members. If the General Partner gives a notice of withdrawal pursuant to Section 11.1(a)(i), the holders of a Unit Majority, may, prior to the effective date of such withdrawal, elect a successor General Partner. The Person so elected as successor General Partner shall automatically become the successor general partner or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing member. Any successor General Partner elected in accordance with the terms of this Section 11.1 shall be subject to the provisions of Section 10.2.

Section 2. *Removal of the General Partner*

. The General Partner may be removed if such removal is approved by the Unitholders holding at least 66 2/3% of the Outstanding Units (including Units held by the General Partner and its Affiliates) voting as a single class. Any such action by such holders for removal of the General Partner must also provide for the election of a successor General Partner by a Unit Majority. Such removal shall be effective immediately following the admission of a successor General Partner pursuant to Section 10.2. The removal of the General Partner shall also automatically constitute the removal of the General Partner as general partner or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing member. If a Person is elected as a successor General Partner in accordance with the terms of this Section 11.2, such Person shall, upon admission pursuant to Section 10.2, automatically become a successor general partner or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing member. The right of the holders of Outstanding Units to remove the General Partner shall not exist or be exercised unless the Partnership has received an opinion opining as to the matters covered by a Withdrawal Opinion of Counsel. Any successor General Partner elected in accordance with the terms of this Section 11.2 shall be subject to the provisions of Section 10.2.

Section 3. *Interest of Departing General Partner and Successor General Partner*

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(a) In the event of (i) withdrawal of the General Partner under circumstances where such withdrawal does not violate this Agreement or (ii) removal of the General Partner by the holders of Outstanding Units under circumstances where Cause does not exist, if the successor General Partner is elected in accordance with the terms of Section 11.1 or Section 11.2, the Departing General Partner shall have the option, exercisable prior to the effective date of the withdrawal or removal of such Departing General Partner, to require its successor to purchase its General Partner Interest and its or its Affiliates' general partner interest (or equivalent interest), if any, in the other Group Members (collectively, the "***Combined Interest***") in exchange for an amount in cash equal to the fair market value of such Combined Interest, such amount to be determined and payable as of the effective date of its withdrawal or removal. If the General Partner is removed by the Unitholders under circumstances where Cause exists or if the General Partner withdraws under circumstances where such withdrawal violates this Agreement, and if a successor General Partner is elected in accordance with the terms of Section 11.1 or Section 11.2 (or if the business of the Partnership is continued pursuant to Section 12.2 and the successor General Partner is not the former General Partner), such successor shall have the option, exercisable prior to the effective date of the withdrawal or removal of such Departing General Partner (or, in the event the business of the Partnership is continued, prior to the date the business of the Partnership is continued), to purchase the Combined Interest for such fair market value of such Combined Interest. In either event, the Departing General Partner shall be entitled to receive all reimbursements due such Departing General Partner pursuant to Section 7.4, including any employee-related liabilities (including severance liabilities), incurred in connection with the termination of any employees employed by the Departing General Partner or its Affiliates (other than any Group Member) for the benefit of the Partnership or the other Group Members.

For purposes of this Section 11.3(a), the fair market value of the Combined Interest shall be determined by agreement between the Departing General Partner and its successor or, failing agreement within 30 days after the effective date of such Departing General Partner's withdrawal or removal, by an independent investment banking firm or other independent expert selected by the Departing General Partner and its successor, which, in turn, may rely on other experts, and the determination of which shall be conclusive as to such matter. If such parties cannot agree upon one independent investment banking firm or other independent expert within 45 days after the effective date of such withdrawal or removal, then the Departing General Partner shall designate an independent investment banking firm or other independent expert, the Departing General Partner's successor shall designate an independent investment banking firm or other independent expert, and such firms or experts shall mutually select a third independent investment banking firm or independent expert, which third independent investment banking firm or other independent expert shall determine the fair market value of the Combined Interest. In making its determination, such third independent investment banking firm or other independent expert may consider the then current trading price of Units on any National Securities Exchange on which Units are then listed or admitted to trading, the value of the Partnership's assets, the rights and obligations of the Departing General Partner, the value of the General Partner Interest and other factors it may deem relevant.

(b) If the Combined Interest is not purchased in the manner set forth in Section 11.3(a), the Departing General Partner (or its transferee) shall become a Limited Partner and its Combined Interest shall be converted into Common Units pursuant to a valuation made by an investment banking firm or other independent expert selected pursuant to Section 11.3(a), without reduction in such Partnership Interest (but subject to proportionate dilution by reason of the admission of its successor). Any successor General Partner shall indemnify the Departing General Partner (or its transferee) as to all debts and liabilities of the Partnership arising on or after the date on which the Departing General Partner (or its transferee) becomes a Limited Partner. For purposes of this Agreement, conversion of the Combined Interest of the Departing General Partner to Common Units will be characterized as if the Departing General Partner (or its transferee) contributed its Combined Interest to the Partnership in exchange for the newly issued Common Units.

(c) If a successor General Partner is elected in accordance with the terms of Section 11.1 or Section 11.2 (or if the business of the Partnership is continued pursuant to Section 12.2 and the successor General Partner is not the former General Partner) and the option described in Section 11.3(a) is not exercised by the party entitled to do so, the successor General Partner shall, at the effective date of its admission to the Partnership, contribute to the Partnership cash in the amount equal to the product of (x) the quotient obtained by dividing (A) the Percentage Interest of the General Partner Interest of the Departing General Partner by (B) a percentage equal to 100% less the Percentage Interest of the General Partner Interest of the Departing General Partner and (y) the Net Agreed Value of the Partnership's assets on such date. In such event, such successor General Partner shall, subject to the following sentence, be entitled to its Percentage Interest of all Partnership allocations and distributions to which the Departing General Partner was entitled. In addition, the successor General Partner shall cause this Agreement to be amended to reflect that, from and after the date of such successor General Partner's admission, the successor General Partner's interest in all Partnership distributions and allocations shall be its Percentage Interest.

Section 4. *Withdrawal of Limited Partners*

. No Limited Partner shall have any right to withdraw from the Partnership; provided, however, that when a transferee of a Limited Partner's Limited Partner Interest becomes a Record Holder of the Limited Partner Interest so transferred, such transferring Limited Partner shall cease to be a Limited Partner with respect to the Limited Partner Interest so transferred.

Article XXIV

Article XXV **DISSOLUTION AND LIQUIDATION**

Section 1. *Dissolution*

. The Partnership shall not be dissolved by the admission of additional Limited Partners or by the admission of a successor General Partner in accordance with the terms of this Agreement. Upon the removal or withdrawal of the General Partner, if a successor General Partner is elected pursuant to Section 11.1, Section 11.2 or Section 12.2, the Partnership shall not be dissolved and such successor General Partner shall continue the business of the Partnership. The Partnership shall dissolve, and (subject to Section 12.2) its affairs shall be wound up, upon:

(a) an Event of Withdrawal of the General Partner as provided in Section 11.1(a) (other than Section 11.1(a)(ii)), unless a successor is elected and a Withdrawal Opinion of Counsel is received as provided in Section 11.1(b) or 11.2 and such successor is admitted to the Partnership pursuant to Section 10.2;

(b) an election to dissolve the Partnership by the General Partner that is approved by the holders of a Unit Majority;

(c) the entry of a decree of judicial dissolution of the Partnership pursuant to the provisions of the Delaware Act; or

(d) at any time there are no Limited Partners, unless the Partnership is continued without dissolution in accordance with the Delaware Act.

Section 2. *Continuation of the Business of the Partnership After Dissolution*

. Upon (a) dissolution of the Partnership following an Event of Withdrawal caused by the withdrawal or removal of the General Partner as provided in Section 11.1(a)(i) or (iii) and the failure of the Partners to select a successor to such Departing General Partner pursuant to Section 11.1 or Section 11.2, then, to the maximum extent permitted by law, within 90 days thereafter, or (b) dissolution of the Partnership upon an event constituting an Event of Withdrawal as defined in Section 11.1(a)(iv), (v) or (vi), then, to the maximum extent permitted by law, within 180 days thereafter, the holders of a Unit Majority may elect to continue the business of the Partnership on the same terms and conditions set forth in this Agreement by appointing as a successor General Partner a Person approved by the holders of a Unit Majority. Unless such an election is made within the applicable time period as set forth above, the Partnership shall conduct only activities necessary to wind up its affairs. If such an election is so made, then:

(i) the Partnership shall continue without dissolution unless earlier dissolved in accordance with this Article XII;

(ii) if the successor General Partner is not the former General Partner, then the interest of the former General Partner shall be treated in the manner provided in Section 11.3; and

(iii) the successor General Partner shall be admitted to the Partnership as General Partner, effective as of the Event of Withdrawal, by agreeing in writing to be bound by this Agreement;

provided, that the right of the holders of a Unit Majority to approve a successor General Partner and to continue the business of the Partnership shall not exist and may not be exercised unless the Partnership has received an Opinion of Counsel that (x) the exercise of the right would not result in the loss of limited liability of any Limited Partner under the Delaware Act and (y) neither the Partnership nor any Group Member would be treated as an association taxable as a corporation or otherwise be taxable as an entity for federal income tax purposes upon the exercise of such right to continue (to the extent not already so treated or taxed).

Section 3. *Liquidator*

. Upon dissolution of the Partnership in accordance with the provisions of Article XII, the General Partner shall select one or more Persons to act as Liquidator. The Liquidator (if other than the General Partner) shall be entitled to receive such compensation for its services as may be approved by holders of a

Unit Majority. The Liquidator (if other than the General Partner) shall agree not to resign at any time without 15 days' prior notice and may be removed at any time, with or without cause, by notice of removal approved by a Unit Majority. Upon dissolution, removal or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers and duties of the original Liquidator) shall within 30 days thereafter be approved by a Unit Majority. The right to approve a successor or substitute Liquidator in the manner provided herein shall be deemed to refer also to any such successor or substitute Liquidator approved in the manner herein provided. Except as expressly provided in this Article XII, the Liquidator approved in the manner provided herein shall have and may exercise, without further authorization or consent of any of the parties hereto, all of the powers conferred upon the General Partner under the terms of this Agreement (but subject to all of the applicable limitations, contractual and otherwise, upon the exercise of such powers, other than the limitation on sale set forth in Section 7.3) necessary or appropriate to carry out the duties and functions of the Liquidator hereunder for and during the period of time required to complete the winding up and liquidation of the Partnership as provided for herein.

Section 4. *Liquidation*. The Liquidator shall proceed to dispose of the assets of the Partnership, discharge its liabilities, and otherwise wind up its affairs in such manner and over such period as determined by the Liquidator, subject to Section 17-804 of the Delaware Act and the following:

(a) The assets may be disposed of by public or private sale or by distribution in kind to one or more Partners on such terms as the Liquidator and such Partner or Partners may agree. If any property is distributed in kind, the Partner receiving the property shall be deemed for purposes of Section 12.4(c) to have received cash equal to its fair market value; and contemporaneously therewith, appropriate cash distributions must be made to the other Partners. The Liquidator may defer liquidation or distribution of the Partnership's assets for a reasonable time if it determines that an immediate sale or distribution of all or some of the Partnership's assets would be impractical or would cause undue loss to the Partners. The Liquidator may distribute the Partnership's assets, in whole or in part, in kind if it determines that a sale would be impractical or would cause undue loss to the Partners.

(b) Liabilities of the Partnership include amounts owed to the Liquidator as compensation for serving in such capacity (subject to the terms of Section 12.3) and amounts owed to Partners otherwise than in respect of their distribution rights under Article VI. With respect to any liability that is contingent, conditional or unmatured or is otherwise not yet due and payable, the Liquidator shall either settle such claim for such amount as it thinks appropriate or establish a reserve of cash or other assets to provide for its payment. When paid, any unused portion of the reserve shall be distributed as additional liquidation proceeds.

(c) All property and all cash in excess of that required to discharge liabilities as provided in Section 12.4(b) and that required to satisfy liquidation preferences of the Series A Preferred Units provided for under Section 5.11(b)(x) shall be distributed to the Partners in accordance with, and to the extent of, the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments (other than those made by reason of distributions pursuant to this Section 12.4(c)) for the taxable period of the Partnership during which the liquidation of the Partnership occurs (with such date of occurrence being determined pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(g)), and such distribution shall be made by the end of such taxable period (or, if later, within 90 days after said date of such occurrence); provided that any property or cash (including cash equivalents) available for distribution under this Section 12.4(c) shall be distributed with respect to the Series A Preferred Units, Series A Parity Securities and Series A Senior Securities (up to the positive balances in the associated Capital Accounts) prior to any distribution of property or cash (including cash equivalents) with respect to the Series A Junior Securities.

Section 5. *Cancellation of Certificate of Limited Partnership*

. Upon the completion of the distribution of Partnership cash and property as provided in Section 12.4 in connection with the liquidation of the Partnership, the Certificate of Limited Partnership and all qualifications of the Partnership as a foreign limited partnership in jurisdictions other than the State of Delaware shall be canceled and such other actions as may be necessary to terminate the Partnership shall be taken.

Section 6. *Return of Contributions*

. The General Partner shall not be personally liable for, and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate, the return of the Capital Contributions of the Limited Partners or Unitholders, or any portion thereof, it being expressly understood that any such return shall be made solely from assets of the Partnership.

Section 7. *Waiver of Partition*

. To the maximum extent permitted by law, each Partner hereby waives any right to partition of the Partnership property.

Section 8. *Capital Account Restoration*

. No Limited Partner shall have any obligation to restore any negative balance in its Capital Account upon liquidation of the Partnership. The General Partner shall be obligated to restore any negative balance in its Capital Account upon liquidation of its interest in the Partnership by the end of the taxable year of the Partnership during which such liquidation occurs, or, if later, within 90 days after the date of such liquidation.

Article XXVI

Article XXVII **AMENDMENT OF PARTNERSHIP AGREEMENT; MEETINGS; RECORD DATE**

Section 1. *Amendments to be Adopted Solely by the General Partner*

. Each Partner agrees that the General Partner, without the approval of any Partner, subject to Section 5.11(b)(ii)(B), may amend any provision of this Agreement and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect:

(a) a change in the name of the Partnership, the location of the principal office of the Partnership, the registered agent of the Partnership or the registered office of the Partnership;

(b) admission, substitution, withdrawal or removal of Partners in accordance with this Agreement;

(c) a change that the General Partner determines to be necessary or appropriate to qualify or continue the qualification of the Partnership as a limited partnership or a partnership in which the Limited Partners have limited liability under the laws of any state or to ensure that the Group Members will not be treated as associations taxable as corporations or otherwise taxed as entities for federal income tax purposes;

(d) a change that the General Partner determines (i) does not adversely affect the Limited Partners considered as a whole or any particular class or sub-class of Partnership Interests as compared to other classes or sub-classes of Partnership Interests in any material respect, (ii) to be necessary or appropriate to (A) satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or judicial authority or contained in any federal or state statute (including the Delaware Act) or (B) facilitate the trading of the Units (including the division of any class, sub-class, classes or sub-classes of Outstanding Units into different classes or sub-classes to facilitate uniformity of tax consequences within such classes or sub-classes of Units) or comply with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are or will be listed or admitted to trading, (iii) to be necessary or appropriate in connection with action taken by the General Partner pursuant to Section 5.8 or (iv) is required to effect the intent expressed in the IPO Registration Statement or the intent of the provisions of this Agreement or is otherwise contemplated by this Agreement;

(e) a change in the fiscal year or taxable year of the Partnership and any other changes that the General Partner determines to be necessary or appropriate as a result of a change in the fiscal year or taxable year of the Partnership including a change in the definition of "Quarter" and the dates on which distributions are to be made by the Partnership;

(f) an amendment that is necessary, in the Opinion of Counsel, to prevent the Partnership, or the General Partner or its directors, officers, trustees or agents from in any manner being subjected to the provisions of the Investment Company Act of 1940, as amended, the Investment Advisers Act of 1940, as amended, or "plan asset" regulations adopted under the Employee Retirement Income Security Act of 1974, as amended, regardless of whether such are substantially similar to plan asset regulations currently applied or proposed by the United States Department of Labor;

(g) an amendment that the General Partner determines to be necessary or appropriate in connection with the authorization or issuance of any class, sub-class or series of Partnership Interests pursuant to Section 5.6;

(h) any amendment expressly permitted in this Agreement to be made by the General Partner acting alone;

(i) an amendment effected, necessitated or contemplated by a Merger Agreement approved in accordance with Section 14.3;

(j) an amendment that the General Partner determines to be necessary or appropriate to reflect and account for the formation by the Partnership of, or investment by the Partnership in, any corporation, partnership, joint venture, limited liability company or other entity, in connection with the conduct by the Partnership of activities permitted by the terms of Section 2.4;

(k) an amendment to Schedule I or an amendment to Section 10.1 providing that any transferee of a Limited Partner Interest (including any nominee holder or an agent or representative acquiring such Limited Partner Interest for the account of another Person) shall be deemed to certify that the transferee is an Eligible Taxable Holder;

(l) a merger, conveyance or conversion pursuant to Section 14.3(c); or

(m) any other amendments substantially similar to the foregoing.

Section 2. *Amendment Procedures*

. Amendments to this Agreement may be proposed only by the General Partner. To the fullest extent permitted by law, the General Partner shall have no duty or obligation to propose or approve any amendment to this Agreement and may decline to do so free of any duty or obligation whatsoever to the Partnership, any Limited Partner or any other Person bound by this Agreement, and, in declining to propose or approve an amendment to this Agreement, to the fullest extent permitted by law shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity, and the General Partner in determining whether to propose or approve any amendment to this Agreement shall be permitted to do so in its sole and absolute discretion. An amendment to this Agreement shall be effective upon its approval by the General Partner and, except as otherwise provided by Section 13.1 or Section 13.3, the holders of a Unit Majority, unless a greater or different percentage of Outstanding Units is required under this Agreement. Each proposed amendment that requires the approval of the holders of a specified percentage of Outstanding Units or class of Outstanding Units, as applicable, shall be set forth in a writing that contains the text of the proposed amendment. If such an amendment is proposed, the General Partner shall seek the written approval of the requisite percentage of Outstanding Units or class of Outstanding Units, as applicable, or call a meeting of the Unitholders to consider and vote on such proposed amendment. The General Partner shall notify all Record Holders upon final adoption of any amendments. The General Partner shall be deemed to have notified all Record Holders as required by this Section 13.2 if it has posted or made accessible such amendment through the Partnership's or the Commission's website.

Section 3. *Amendment Requirements*

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(a) Notwithstanding the provisions of Section 13.1 and Section 13.2, no provision of this Agreement that establishes a percentage of Outstanding Units (including Units deemed owned by the General Partner) or of a particular class of Outstanding Units, as applicable, required to take any action shall be amended, altered, changed, repealed or rescinded in any respect that would have the effect of (i) in the case of any provision of this Agreement other than Section 11.2 or Section 13.4, reducing such percentage or (ii) in the case of Section 11.2 or Section 13.4, increasing such percentages, unless such amendment is approved by the written consent or the affirmative vote of holders of Outstanding Units (or holders of Outstanding Units of such applicable class, as the case may be) whose aggregate Outstanding Units (generally or such applicable class, as the case may be) constitute (x) in the case of a reduction as described in subclause (a) (i) hereof, not less than the voting requirement sought to be reduced, (y) in the case of an increase in the percentage in Section 11.2, not less than 90% of the Outstanding Units, or (z) in the case of an increase in the percentage in Section 13.4, not less than a majority of the Outstanding Units.

(b) Notwithstanding the provisions of Section 13.1 and Section 13.2, no amendment to this Agreement may (i) enlarge the obligations of any Limited Partner without its consent, unless such shall be deemed to have occurred as a result of an amendment approved pursuant to Section 13.3(c) or (ii) enlarge the obligations of, restrict in any way any action by or rights of, or reduce in any way the amounts distributable, reimbursable or otherwise payable to, the General Partner or any of its Affiliates without its consent, which consent may be given or withheld at its option.

(c) Except as provided in Section 14.3, and without limitation of the General Partner's authority to adopt amendments to this Agreement without the approval of any Partners as contemplated in Section 13.1, any amendment that would have a material adverse effect on the rights or preferences of any class or sub-class of Partnership Interests in relation to other classes or sub-classes, as applicable, of Partnership Interests must be approved by the holders of not less than a majority of the Outstanding Partnership Interests of the class or sub-class, as applicable, affected.

(d) Notwithstanding any other provision of this Agreement, except for amendments pursuant to Section 13.1 and except as otherwise provided by Section 14.3(b), no amendments shall become effective without the approval of the holders of at least 90% of the Outstanding Units voting as a single class unless the Partnership obtains an Opinion of Counsel to the effect that such amendment will not affect the limited liability of any Limited Partner under applicable partnership law of the state under whose laws the Partnership is organized.

(e) Except as provided in Section 13.1, this Section 13.3 shall only be amended with the approval of the holders of at least 90% of the Outstanding Units.

Section 4. *Special Meetings*

. All acts of Limited Partners to be taken pursuant to this Agreement shall be taken in the manner provided in this Article XIII. Special meetings of the Limited Partners may be called by the General Partner or by Limited Partners owning 20% or more of the Outstanding Units of the class or classes for which a meeting is proposed. Limited Partners shall call a special meeting by delivering to the General Partner one or more requests in writing stating that the signing Limited Partners wish to call a special meeting and indicating the specific purposes for which the special meeting is to be called and the class or classes of Units for which the meeting is proposed. No business may be brought by any Limited Partner before such special meeting except the business listed in the related request. Within 60 days after receipt of such a call from Limited Partners or within such greater time as may be reasonably necessary for the Partnership to comply with any statutes, rules, regulations, listing agreements or similar requirements governing the holding of a meeting or the solicitation of proxies for use at such a meeting, the General Partner shall send a notice of the meeting to the Limited Partners either directly or indirectly. A meeting shall be held at a time and place determined by the General Partner on a date not less than 10 days nor more than 60 days after the time notice

of the meeting is given as provided in Section 16.1. Limited Partners shall not be permitted to vote on matters that would cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership so as to jeopardize the Limited Partners' limited liability under the Delaware Act or the law of any other state in which the Partnership is qualified to do business. If any such vote were to take place, it shall be deemed null and void to the extent necessary so as not to jeopardize the Limited Partners' limited liability under the Delaware Act or the law of any other state in which the Partnership is qualified to do business.

Section 5. *Notice of a Meeting*

. Notice of a meeting called pursuant to Section 13.4 shall be given to the Record Holders of the class or classes of Units for which a meeting is proposed in writing by mail or other means of written communication in accordance with Section 16.1.

Section 6. *Record Date*

. For purposes of determining the Limited Partners who are Record Holders of the class or classes of Limited Partner Interests entitled to notice of or to vote at a meeting of the Limited Partners or to give approvals without a meeting as provided in Section 13.11, the General Partner shall set a Record Date, which shall not be less than 10 nor more than 60 days before (a) the date of the meeting (unless such requirement conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are listed or admitted to trading or U.S. federal securities laws, in which case the rule, regulation, guideline or requirement of such National Securities Exchange or U.S. federal securities laws shall govern) or (b) in the event that approvals are sought without a meeting, the date by which such Limited Partners are requested in writing by the General Partner to give such approvals.

Section 7. *Postponement and Adjournment*

. Prior to the date upon which any meeting of Limited Partners is to be held, the General Partner may postpone such meeting one or more times for any reason by giving notice to each Limited Partner entitled to vote at the meeting so postponed of the place, date and hour at which such meeting would be held. Such notice shall be given not fewer than two days before the date of such meeting and otherwise in accordance with this Article XIII. When a meeting is postponed, a new Record Date need not be fixed unless the aggregate amount of such postponement shall be for more than 45 days after the original meeting date. Any meeting of Limited Partners may be adjourned by the General Partner one or more times for any reason, including the failure of a quorum to be present at the meeting with respect to any proposal or the failure of any proposal to receive sufficient votes for approval. No vote of the Limited Partners shall be required for any adjournment. A meeting of Limited Partners may be adjourned by the General Partner as to one or more proposals regardless of whether action has been taken on other matters. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting and a new Record Date need not be fixed, if the time and place thereof are announced at the meeting at which the adjournment is taken, unless such adjournment shall be for more than 45 days. At the adjourned meeting, the Partnership may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 45 days or if a new Record Date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given in accordance with this Article XIII.

Section 8. *Waiver of Notice; Approval of Meeting*

. The transactions of any meeting of Limited Partners, however called and noticed, and whenever held, shall be as valid as if it had occurred at a meeting duly held after call and notice in accordance with Sections 13.4 and 13.5, if a quorum is present either in person or by proxy. Attendance of a Limited Partner at a meeting shall constitute a waiver of notice of the meeting, except when the Limited Partner attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened; and except that attendance at a meeting is

not a waiver of any right to disapprove of any matters submitted for consideration or to object to the failure to submit for consideration any matters required to be included in the notice of the meeting, but not so included, if such objection is expressly made at the beginning of the meeting.

Section 9. *Quorum and Voting*

. The presence, in person or by proxy, of holders of a majority of the Outstanding Units of the class or classes for which a meeting has been called (including Outstanding Units deemed owned by the General Partner and its Affiliates) shall constitute a quorum at a meeting of Limited Partners of such class or classes unless any such action by the Limited Partners requires approval by holders of a greater percentage of such Units, in which case the quorum shall be such greater percentage. At any meeting of the Limited Partners duly called and held in accordance with this Agreement at which a quorum is present, the act of Limited Partners holding Outstanding Units that in the aggregate represent a majority of the Outstanding Units entitled to vote at such meeting shall be deemed to constitute the act of all Limited Partners, unless a different percentage or class vote is required with respect to such action under the provisions of this Agreement, in which case the act of the Limited Partners holding Outstanding Units that in the aggregate represent at least such different percentage or the act of the Limited Partners holding the requisite percentage of the necessary class, as applicable, shall be required. The Limited Partners present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the exit of enough Limited Partners to leave less than a quorum, if any action taken (other than adjournment) is approved by the required percentage of Outstanding Units or the required percentage of Outstanding Units of the applicable class, as the case may be, specified in this Agreement.

Section 10. *Conduct of a Meeting*

. The General Partner shall have full power and authority concerning the manner of conducting any meeting of the Limited Partners or solicitation of approvals in writing, including the determination of Persons entitled to vote, the existence of a quorum, the satisfaction of the requirements of Section 13.4, the conduct of voting, the validity and effect of any proxies and the determination of any controversies, votes or challenges arising in connection with or during the meeting or voting. The General Partner shall designate a Person to serve as chairman of any meeting and shall further designate a Person to take the minutes of any meeting. All minutes shall be kept with the records of the Partnership maintained by the General Partner. The General Partner may make such other regulations consistent with applicable law and this Agreement as it may deem advisable concerning the conduct of any meeting of the Limited Partners or solicitation of approvals in writing, including regulations in regard to the appointment of proxies, the appointment and duties of inspectors of votes and approvals, the submission and examination of proxies and other evidence of the right to vote, and the submission and revocation of approvals in writing.

Section 11. *Action Without a Meeting*

. If authorized by the General Partner, any action that may be taken at a meeting of the Limited Partners may be taken without a meeting if an approval in writing setting forth the action so taken is signed by Limited Partners owning not less than the minimum percentage of the Outstanding Units (including Units deemed owned by the General Partner and its Affiliates) that would be necessary to authorize or take such action at a meeting at which all the Limited Partners were present and voted (unless such provision conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Units are listed or admitted to trading, in which case the rule, regulation, guideline or requirement of such National Securities Exchange shall govern). Prompt notice of the taking of action without a meeting shall be given to the Limited Partners who have not approved in writing. The General Partner may specify that any written ballot submitted to Limited Partners for the purpose of taking any action without a meeting shall be returned to the Partnership within the time period, which shall be not less than 20 days, specified by the General Partner. If a ballot returned to the Partnership does not vote all of the Outstanding Units held by such Limited

Partners, the Partnership shall be deemed to have failed to receive a ballot for the Outstanding Units that were not voted. If approval of the taking of any permitted action by the Limited Partners is solicited by any Person other than by or on behalf of the General Partner, the written approvals shall have no force and effect unless and until (a) approvals sufficient to take the action proposed are deposited with the Partnership in care of the General Partner, (b) approvals sufficient to take the action proposed are dated as of a date not more than 90 days prior to the date sufficient approvals are first deposited with the Partnership and (c) an Opinion of Counsel is delivered to the General Partner to the effect that the exercise of such right and the action proposed to be taken with respect to any particular matter (i) will not cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership so as to jeopardize the Limited Partners' limited liability, and (ii) is otherwise permissible under the state statutes then governing the rights, duties and liabilities of the Partnership and the Partners.

Section 12. *Right to Vote and Related Matters*

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(a) Only those Record Holders of the Outstanding Units on the Record Date set pursuant to Section 13.6 (and also subject to the limitations contained in the definition of "Outstanding") shall be entitled to notice of, and to vote at, a meeting of Limited Partners or to act with respect to matters as to which the holders of the Outstanding Units have the right to vote or to act. All references in this Agreement to votes of, or other acts that may be taken by, the Outstanding Units shall be deemed to be references to the votes or acts of the Record Holders of such Outstanding Units.

(b) With respect to Units that are held for a Person's account by another Person that is the Record Holder (such as a broker, dealer, bank, trust company or clearing corporation, or an agent of any of the foregoing), such Record Holder shall, in exercising the voting rights in respect of such Units on any matter, and unless the arrangement between such Persons provides otherwise, vote such Units in favor of, and in accordance with the direction of, the Person who is the beneficial owner of such Units, and the Partnership shall be entitled to assume such Record Holder is so acting without further inquiry. The provisions of this Section 13.12(b) (as well as all other provisions of this Agreement) are subject to the provisions of Section 4.3.

Article XXVIII

Article XXIX **MERGER, CONSOLIDATION OR CONVERSION**

Section 1. *Authority*

. The Partnership may merge or consolidate with or into one or more corporations, limited liability companies, statutory trusts or associations, real estate investment trusts, common law trusts or unincorporated businesses, including a partnership (whether general or limited (including a limited liability partnership)) or convert into any such entity, whether such entity is formed under the laws of the State of Delaware or any other state of the United States of America, pursuant to a written plan of merger or consolidation ("***Merger Agreement***") or a written plan of conversion ("***Plan of Conversion***"), as the case may be, in accordance with this Article XIV.

Section 2. *Procedure for Merger, Consolidation or Conversion*

.

(a) Merger, consolidation or conversion of the Partnership pursuant to this Article XIV requires the prior consent of the General Partner, provided, however, that, to the fullest extent permitted by law, the General Partner shall have no duty or obligation to consent to any merger, consolidation or conversion of the Partnership and may decline to do so free of any duty or obligation whatsoever to the Partnership or any Limited Partner and, in declining to consent to a merger, consolidation or conversion, shall not be required to act in good faith or pursuant to any other standard

imposed by this Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity, and the General Partner in determining whether to consent to any merger, consolidation or conversion of the Partnership shall be permitted to do so in its sole and absolute discretion.

(b) If the General Partner shall determine to consent to the merger or consolidation, the General Partner shall approve the Merger Agreement, which shall set forth:

(i) name and state of domicile of each of the business entities proposing to merge or consolidate;

(ii) the name and state of domicile of the business entity that is to survive the proposed merger or consolidation (the "***Surviving Business Entity***");

(iii) the terms and conditions of the proposed merger or consolidation;

(iv) the manner and basis of exchanging or converting the equity securities of each constituent business entity for, or into, cash, property or interests, rights, securities or obligations of the Surviving Business Entity; and (A) if any general or limited partner interests, securities or rights of any constituent business entity are not to be exchanged or converted solely for, or into, cash, property or general or limited partner interests, rights, securities or obligations of the Surviving Business Entity, the cash, property or interests, rights, securities or obligations of any general or limited partnership, corporation, trust, limited liability company, unincorporated business or other entity (other than the Surviving Business Entity) which the holders of such general or limited partner interests, securities or rights are to receive in exchange for, or upon conversion of their interests, securities or rights, and (B) in the case of securities represented by certificates, upon the surrender of such certificates, which cash, property or general or limited partner interests, rights, securities or obligations of the Surviving Business Entity or any general or limited partnership, corporation, trust, limited liability company, unincorporated business or other entity (other than the Surviving Business Entity), or evidences thereof, are to be delivered;

(v) a statement of any changes in the constituent documents or the adoption of new constituent documents (the articles or certificate of incorporation, articles of trust, declaration of trust, certificate or agreement of limited partnership, operating agreement or other similar charter or governing document) of the Surviving Business Entity to be effected by such merger or consolidation;

(vi) the effective time of the merger, which may be the date of the filing of the certificate of merger pursuant to Section 14.4 or a later date specified in or determinable in accordance with the Merger Agreement (provided, that if the effective time of the merger is to be later than the date of the filing of such certificate of merger, the effective time shall be fixed at a date or time certain at or prior to the time of the filing of such certificate of merger and stated therein); and

(vii) such other provisions with respect to the proposed merger or consolidation that the General Partner determines to be necessary or appropriate.

(c) If the General Partner shall determine to consent to the conversion, the General Partner shall approve the Plan of Conversion, which shall set forth:

(i) the name of the converting entity and the converted entity;

(ii) a statement that the Partnership is continuing its existence in the organizational form of the converted entity;

(iii) a statement as to the type of entity that the converted entity is to be and the state or country under the laws of which the converted entity is to be incorporated, formed or organized;

(iv) the manner and basis of exchanging or converting the equity securities of each constituent business entity for, or into, cash, property or interests, rights, securities or obligations of the converted entity;

(v) in an attachment or exhibit, the certificate of limited partnership of the Partnership;

(vi) in an attachment or exhibit, the certificate of limited partnership, articles of incorporation, or other organizational documents of the converted entity;

(vii) the effective time of the conversion, which may be the date of the filing of the articles of conversion or a later date specified in or determinable in accordance with the Plan of Conversion (provided, that if the effective time of the conversion is to be later than the date of the filing of such articles of conversion, the effective time shall be fixed at a date or time certain at or prior to the time of the filing of such articles of conversion and stated therein); and

(viii) such other provisions with respect to the proposed conversion that the General Partner determines to be necessary or appropriate.

Section 3. *Approval by Limited Partners*

. Except as provided in Section 14.3(d), the General Partner, upon its approval of the Merger Agreement or the Plan of Conversion, as the case may be, shall direct that the Merger Agreement or the Plan of Conversion, as applicable, be submitted to a vote of Limited Partners, whether at a special meeting or by written consent, in either case in accordance with the requirements of Article XIII. A copy or a summary of the Merger Agreement or the Plan of Conversion, as the case may be, shall be included in or enclosed with the notice of a special meeting or the written consent and, subject to any applicable requirements of Regulation 14A pursuant to the Exchange Act or successor provision, no other disclosure regarding the proposed merger, consolidation or conversion shall be required.

(a) Except as provided in Section 14.3(d) and Section 14.3(e), the Merger Agreement or Plan of Conversion, as the case may be, shall be approved upon receiving the affirmative vote or consent of the holders of a Unit Majority unless the Merger Agreement or Plan of Conversion, as the case may be, effects an amendment to any provision of this Agreement that, if contained in an amendment to this Agreement adopted pursuant to Article XIII, would require for its approval the vote or consent of a greater percentage of the Outstanding Units or of any class of Limited Partners, in which case such greater percentage vote or consent shall be required for approval of the Merger Agreement or the Plan of Conversion, as the case may be.

(b) Except as provided in Section 14.3(d) and Section 14.3(e), after such approval by vote or consent of the Limited Partners, and at any time prior to the filing of the certificate of merger or articles of conversion pursuant to Section 14.4, the merger, consolidation or conversion may be abandoned pursuant to provisions therefor, if any, set forth in the Merger Agreement or Plan of Conversion, as the case may be.

(c) Notwithstanding anything else contained in this Article XIV or in this Agreement, but subject to Section 5.11(b)(vi), the General Partner is permitted, without Limited Partner approval, to convert the Partnership or any Group Member into a new limited liability entity, to merge the Partnership or any Group Member into, or convey all of the Partnership's assets to, another limited liability entity that shall be newly formed and shall have no assets, liabilities or operations at the time of such conversion, merger or conveyance other than those it receives from the Partnership or other Group Member if (i) the General Partner has received an Opinion of Counsel that the conversion, merger or conveyance, as the case may be, would not result in the loss of limited liability under the laws of the jurisdiction governing the other limited liability entity (if that jurisdiction is not Delaware) of any Limited Partner as compared to its limited liability under the Delaware Act or cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not previously treated as such), (ii) the sole purpose of such conversion, merger, or conveyance is to effect a mere change in the legal form of the Partnership into another limited liability entity and (iii) the General Partner determines that the governing instruments of the new entity provide the Limited Partners and the General Partner with substantially the same rights and obligations as are herein contained.

(d) Additionally, notwithstanding anything else contained in this Article XIV or in this Agreement, but subject to Section 5.11(b)(vi), the General Partner is permitted, without Limited Partner approval, to merge or consolidate the Partnership with or into another limited liability entity if (i) the General Partner has received an Opinion of Counsel that the merger or consolidation, as the case may be, would not result in the loss of the limited liability of any Limited Partner under the laws of the jurisdiction governing

the other limited liability entity (if that jurisdiction is not Delaware) as compared to its limited liability under the Delaware Act or cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for federal income tax purposes (to the extent not previously treated as such), (ii) the merger or consolidation would not result in an amendment to this Agreement, other than any amendments that could be adopted pursuant to Section 13.1, (iii) the Partnership is the Surviving Business Entity in such merger or consolidation, (iv) each Unit outstanding immediately prior to the effective date of the merger or consolidation is to be an identical Unit of the Partnership after the effective date of the merger or consolidation, and (v) the number of Partnership Interests to be issued by the Partnership in such merger or consolidation does not exceed 20% of the Partnership Interests Outstanding immediately prior to the effective date of such merger or consolidation.

(e) Pursuant to Section 17-211(g) of the Delaware Act, an agreement of merger or consolidation approved in accordance with this Article XIV may (i) effect any amendment to this Agreement or (ii) effect the adoption of a new partnership agreement for the Partnership if it is the Surviving Business Entity. Any such amendment or adoption made pursuant to this Section 14.3 shall be effective at the effective time or date of the merger or consolidation.

Section 4. *Certificate of Merger or Certificate of Conversion*

. Upon the required approval by the General Partner and the Unitholders of a Merger Agreement or the Plan of Conversion, as the case may be, a certificate of merger or certificate of conversion or other filing, as applicable, shall be executed and filed with the Secretary of State of the State of Delaware or the appropriate filing office of any other jurisdiction, as applicable, in conformity with the requirements of the Delaware Act or other applicable law.

Section 5. *Effect of Merger, Consolidation or Conversion*

.

(a) At the effective time of the merger:

(i) all of the rights, privileges and powers of each of the business entities that has merged or consolidated, and all property, real, personal and mixed, and all debts due to any of those business entities and all other things and causes of action belonging to each of those business entities, shall be vested in the Surviving Business Entity and after the merger or consolidation shall be the property of the Surviving Business Entity to the extent they were of each constituent business entity;

(ii) the title to any real property vested by deed or otherwise in any of those constituent business entities shall not revert and is not in any way impaired because of the merger or consolidation;

(iii) all rights of creditors and all liens on or security interests in property of any of those constituent business entities shall be preserved unimpaired; and

(iv) all debts, liabilities and duties of those constituent business entities shall attach to the Surviving Business Entity and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

(b) At the effective time of the conversion:

(i) the Partnership shall continue to exist, without interruption, but in the organizational form of the converted entity rather than in its prior organizational form;

(ii) all rights, title, and interests to all real estate and other property owned by the Partnership shall continue to be owned by the converted entity in its new organizational form without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens or other encumbrances thereon;

(iii) all liabilities and obligations of the Partnership shall continue to be liabilities and obligations of the converted entity in its new organizational form without impairment or diminution by reason of the conversion;

(iv) all rights of creditors or other parties with respect to or against the prior interest holders or other owners of the Partnership in their capacities as such in existence as of the effective time of the conversion will continue in existence as to those liabilities and obligations and may be pursued by such creditors and obligees as if the conversion did not occur;

(v) a proceeding pending by or against the Partnership or by or against any of Partners in their capacities as such may be continued by or against the converted entity in its new organizational form and by or against the prior partners without any need for substitution of parties; and

(vi) the Partnership Interests that are to be converted into partnership interests, shares, evidences of ownership, or other securities in the converted entity as provided in the plan of conversion shall be so converted, and Partners shall be entitled only to the rights provided in the Plan of Conversion.

Article XXX

Article XXXI **RIGHT TO ACQUIRE LIMITED PARTNER INTERESTS**

Section 1. *Right to Acquire Limited Partner Interests*

.

(a) Notwithstanding any other provision of this Agreement, except Section 5.11(b)(vi), if at any time the General Partner and its Affiliates hold more than 80% of the total Limited Partner Interests of any class then Outstanding (excluding Series A Preferred Units), the General Partner shall then have the right, which right it may assign and transfer in whole or in part to the Partnership or any Affiliate of the General Partner, exercisable at its option, to purchase all, but not less than all, of such Limited Partner Interests (but excluding the Series A Preferred Units, which are subject to Section 5.11(b)(vi)) of such class then Outstanding held by Persons other than the General Partner and its Affiliates, at the greater of (x) the Current Market Price as of the date three Business Days prior to the date that the notice described in Section 15.1(b) is mailed and (y) the highest price paid by the General Partner or any of its Affiliates for any such Limited Partner Interest of such class purchased during the 90-day period preceding the date that the notice described in Section 15.1(b) is mailed.

(b) If the General Partner any Affiliate of the General Partner or the Partnership elects to exercise the right to purchase Limited Partner Interests granted pursuant to Section 15.1(a), the General Partner shall deliver to the applicable Transfer Agent notice of such election to purchase (the "***Notice of Election to Purchase***") and shall cause the Transfer Agent to mail a copy of such Notice of Election to Purchase to the Record Holders of Limited Partner Interests of such class (as of a Record Date selected by the General Partner), together with such information as may be required by law, rule or regulation, at least 10, but not more than 60, days prior to the Purchase Date. Such Notice of Election to Purchase shall also be filed and distributed as may be required by the Commission or any National Securities Exchange on which such Limited Partner Interests are listed. The Notice of Election to Purchase shall specify the Purchase Date and the price (determined in accordance with Section 15.1(a)) at which Limited Partner Interests will be purchased and state that the General Partner, its Affiliate or the Partnership, as the case may be, elects to purchase such Limited Partner Interests, upon surrender of Certificates representing such Limited Partner Interests, in the case of Limited Partner Interests evidenced by Certificates, or instructions agreeing to such redemption in exchange for payment, at such office or offices of the Transfer Agent as the Transfer Agent may specify, or as may be required by any National Securities Exchange on which such Limited Partner Interests are listed. Any such Notice of Election to Purchase mailed to a Record Holder of Limited Partner Interests at his address as reflected in the Register shall be conclusively presumed to have been given regardless of whether the owner receives such notice. On or prior to the Purchase Date, the General Partner, its Affiliate or the Partnership, as the case may be, shall deposit with the Transfer Agent or exchange agent cash in an amount sufficient to pay the aggregate purchase price of all of such Limited Partner Interests to be purchased in accordance with this Section 15.1. If the Notice of Election to Purchase shall have been duly given as aforesaid at least 10 days prior to the Purchase Date, and if on or prior to the Purchase Date the deposit

described in the preceding sentence has been made for the benefit of the holders of Limited Partner Interests subject to purchase as provided herein, then from and after the Purchase Date, notwithstanding that any Certificate or redemption instructions shall not have been surrendered for purchase or provided, respectively, all rights of the holders of such Limited Partner Interests (including any rights pursuant to Article IV, Article V, Article VI, and Article XII) shall thereupon cease, except the right to receive the purchase price (determined in accordance with Section 15.1(a)) for Limited Partner Interests therefor, without interest, upon surrender to the Transfer Agent of the Certificates representing such Limited Partner Interests, in the case of Limited Partner Interests evidenced by Certificates, or instructions agreeing to such redemption, and such Limited Partner Interests shall thereupon be deemed to be transferred to the General Partner, its Affiliate or the Partnership, as the case may be, in the Register, and the General Partner or any Affiliate of the General Partner, or the Partnership, as the case may be, shall be deemed to be the Record Holder of all such Limited Partner Interests from and after the Purchase Date and shall have all rights as the Record Holder of such Limited Partner Interests (including all rights as owner of such Limited Partner Interests pursuant to Article IV, Article V, Article VI and Article XII).

(c) In the case of Limited Partner Interests evidenced by Certificates, at any time from and after the Purchase Date, a holder of an Outstanding Limited Partner Interest subject to purchase as provided in this Section 15.1 may surrender his Certificate evidencing such Limited Partner Interest to the Transfer Agent in exchange for payment of the amount described in Section 15.1(a), therefor, without interest thereon, in accordance with procedures set forth by the General Partner.

Article XXXII

Article XXXIII **GENERAL PROVISIONS**

Section 1. *Addresses and Notices; Written Communications*

.

(a) Any notice, demand, request, report or proxy materials required or permitted to be given or made to a Partner under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class United States mail or by other means of written communication to the Partner at the address described below. Except as otherwise provided herein, any notice, payment or report to be given or made to a Partner hereunder shall be deemed conclusively to have been given or made, and the obligation to give such notice or report or to make such payment shall be deemed conclusively to have been fully satisfied, upon sending of such notice, payment or report to the Record Holder of such Partnership Interests at his address as shown in the Register, regardless of any claim of any Person who may have an interest in such Partnership Interests by reason of any assignment or otherwise. An affidavit or certificate of making of any notice, payment or report in accordance with the provisions of this Section 16.1 executed by the General Partner, the Transfer Agent or the mailing organization shall be prima facie evidence of the giving or making of such notice, payment or report. If any notice, payment or report addressed to a Record Holder at the address of such Record Holder appearing in the Register is returned by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver it, such notice, payment or report and any subsequent notices, payments and reports shall be deemed to have been duly given or made without further mailing (until such time as such Record Holder or another Person notifies the Transfer Agent or the Partnership of a change in his address) if they are available for the Partner at the principal office of the Partnership for a period of one year from the date of the giving or making of such notice, payment or report to the other Partners. Any notice to the Partnership shall be deemed given if received by the General Partner at the principal office of the Partnership designated pursuant to Section 2.3. The General Partner may rely and shall be protected in relying on any notice or other document from a Partner or other Person if believed by it to be genuine.

(b) The terms "in writing," "written communications," "written notice" and words of similar import shall be deemed satisfied under this Agreement by use of e-mail and other forms of electronic communication.

Section 2. *Further Action*. The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 3. *Binding Effect*. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 4. *Integration*. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 5. *Creditors*. None of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Partnership.

Section 6. *Waiver*. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.

Section 7. *Third-Party Beneficiaries*. Each Partner agrees that (a) any Indemnitee shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to those provisions of this Agreement affording a right, benefit or privilege to such Indemnitee and (b) any Unrestricted Person shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to those provisions of this Agreement affording a right, benefit or privilege to such Unrestricted Person.

Section 8. *Counterparts*. This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Agreement immediately upon affixing its signature hereto or, in the case of a Person acquiring a Limited Partner Interest, pursuant to Section 10.1(a) or (b) without execution hereof.

Section 9. *Applicable Law; Forum; Venue and Jurisdiction; Waiver of Trial by Jury*.

(a) This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

(b) Each of the Partners and each Person or Group holding any beneficial interest in the Partnership (whether through a broker, dealer, bank, trust company or clearing corporation or an agent of any of the foregoing or otherwise):

(i) irrevocably agrees that any claims, suits, actions or proceedings (A) arising out of or relating in any way to this Agreement (including any claims, suits or actions to interpret, apply or enforce the provisions of this Agreement or the duties, obligations or liabilities among Partners or of Partners to the Partnership, or the rights or powers of, or restrictions on, the Partners or the Partnership), (B) brought

in a derivative manner on behalf of the Partnership, (C) asserting a claim of breach of a duty (including a fiduciary duty) owed by any director, officer, or other employee of the Partnership or the General Partner, or owed by the General Partner, to the Partnership or the Partners, (D) asserting a claim arising pursuant to any provision of the Delaware Act or (E) asserting a claim governed by the internal affairs doctrine shall be exclusively brought in the Court of Chancery of the State of Delaware, in each case regardless of whether such claims, suits, actions or proceedings sound in contract, tort, fraud or otherwise, are based on common law, statutory, equitable, legal or other grounds, or are derivative or direct claims;

(ii) irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware in connection with any such claim, suit, action or proceeding;

(iii) agrees not to, and waives any right to, assert in any such claim, suit, action or proceeding that (A) it is not personally subject to the jurisdiction of the Court of Chancery of the State of Delaware or of any other court to which proceedings in the Court of Chancery of the State of Delaware may be appealed, (B) such claim, suit, action or proceeding is brought in an inconvenient forum, or (C) the venue of such claim, suit, action or proceeding is improper;

(iv) expressly waives any requirement for the posting of a bond by a party bringing such claim, suit, action or proceeding; and

(v) consents to process being served in any such claim, suit, action or proceeding by mailing, certified mail, return receipt requested, a copy thereof to such party at the address in effect for notices hereunder, and agrees that such services shall constitute good and sufficient service of process and notice thereof, provided, nothing in clause (v) hereof shall affect or limit any right to serve process in any other manner permitted by law.

Section 10. *Invalidity of Provisions*. If any provision or part of a provision of this Agreement is or becomes for any reason, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions and/or parts thereof contained herein shall not be affected thereby and this Agreement shall, to the fullest extent permitted by law, be reformed and construed as if such invalid, illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provisions and/or part shall be reformed so that it would be valid, legal and enforceable to the maximum extent possible.

Section 11. *Consent of Partners*. Each Partner hereby expressly consents and agrees that, whenever in this Agreement it is specified that an action may be taken upon the affirmative vote or consent of less than all of the Partners, such action may be so taken upon the concurrence of less than all of the Partners and each Partner shall be bound by the results of such action.

Section 12. *Facsimile and Email Signatures*. The use of facsimile signatures and signatures delivered by email in portable document (.pdf) or similar format affixed in the name and on behalf of the Transfer Agent of the Partnership on certificates representing Common Units is expressly permitted by this Agreement.

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

GENERAL PARTNER:

EQGP SERVICES, LLC

By: /s/ Kirk R. Oliver

Name: Kirk R. Oliver

Title: Senior Vice President and Chief Financial Officer

LIMITED PARTNERS:

EQUITRANS GATHERING HOLDINGS, LLC

By: /s/ Thomas F. Karam

Name: Thomas F. Karam

Title: President and Chief Executive Officer

EQM GP CORPORATION

By: /s/ Thomas F. Karam

Name: Thomas F. Karam

Title: President and Chief Executive Officer

EQUITRANS MIDSTREAM HOLDINGS, LLC

By: /s/ Thomas F. Karam

Name: Thomas F. Karam

Title: President and Chief Executive Officer

Schedule I
Fourth Amended and Restated
Agreement of Limited Partnership of EQM Midstream Partners, LP

Schedule I

This schedule sets forth the types or categories of holders that the General Partner has determined are Eligible Taxable Holders and the types or categories of holders that the General Partner has determined

are not Eligible Taxable Holders. The General Partner may change these determinations in accordance with the Partnership Agreement.

Eligible Taxable Holders

The following are currently considered to be Eligible Taxable Holders:

- Individuals (U.S. or non-U.S.)
- C corporations (U.S. or non-U.S.)
- Tax exempt organizations subject to tax on unrelated business taxable income or "UBTI," including IRAs, 401(k) plans and Keogh accounts
- S corporations whose only shareholders are individuals, trusts or tax exempt organizations subject to tax on UBTI
- Mutual Funds
- Partnerships with no partners that are Ineligible Holders
- Trusts with no beneficiaries that are Ineligible Holders

Not Eligible Taxable Holders

The following are currently **not** considered to be Eligible Taxable Holders:

- Real estate investment trusts
- Governmental entities and agencies
- S corporations with any shareholders that are employee stock ownership plans
- Partnerships with any partner that is an Ineligible Holder
- Trusts with any beneficiary that is an Ineligible Holder

to the Fourth Amended and Restated
Agreement of Limited Partnership of
EQM Midstream Partners, LP

Certificate Evidencing Common Units

Representing Limited Partner Interests in

EQM Midstream Partners, LP

No. _____ _____ Common Units

In accordance with Section 4.1 of the Fourth Amended and Restated Agreement of Limited Partnership of EQM Midstream Partners, LP, as amended, supplemented or restated from time to time (the "***Partnership Agreement***"), EQM Midstream Partners, LP, a Delaware limited partnership (the "***Partnership***"), hereby certifies that_____ (the "***Holder***") is the registered owner of Common Units representing limited partner interests in the Partnership (the "***Common Units***") transferable on the books of the Partnership, in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. The rights, preferences and limitations of the Common Units are set forth in, and this Certificate and the Common Units represented hereby are issued and shall in all respects be subject to the terms and provisions of, the Partnership Agreement. Copies of the Partnership Agreement are on file at, and will be furnished without charge on delivery of written request to the Partnership at, the principal office of the Partnership located at 625 Liberty Avenue, Suite 2000, Pittsburgh, Pennsylvania 15222. Capitalized terms used herein but not defined shall have the meanings given them in the Partnership Agreement.

THE HOLDER OF THIS SECURITY ACKNOWLEDGES FOR THE BENEFIT OF EQM MIDSTREAM PARTNERS, LP THAT THIS SECURITY MAY NOT BE TRANSFERRED IF SUCH TRANSFER (AS DEFINED IN THE PARTNERSHIP AGREEMENT) WOULD (A) VIOLATE THE THEN APPLICABLE FEDERAL OR STATE SECURITIES LAWS OR RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER GOVERNMENTAL AUTHORITY WITH JURISDICTION OVER SUCH TRANSFER, (B) TERMINATE THE EXISTENCE OR QUALIFICATION OF EQM MIDSTREAM PARTNERS, LP UNDER THE LAWS OF THE STATE OF DELAWARE, OR (C) CAUSE EQM MIDSTREAM PARTNERS, LP TO BE TREATED AS AN ASSOCIATION TAXABLE AS A CORPORATION OR OTHERWISE TO BE TAXED AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED). THE GENERAL PARTNER OF EQM MIDSTREAM PARTNERS, LP MAY IMPOSE ADDITIONAL RESTRICTIONS ON THE TRANSFER OF THIS SECURITY IF IT RECEIVES AN OPINION OF COUNSEL THAT SUCH RESTRICTIONS ARE NECESSARY TO AVOID A SIGNIFICANT RISK OF EQM MIDSTREAM PARTNERS, LP BECOMING TAXABLE AS A CORPORATION OR OTHERWISE BECOMING TAXABLE AS AN ENTITY FOR FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED). THIS SECURITY MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS ON ITS TRANSFER PROVIDED IN THE PARTNERSHIP AGREEMENT. COPIES OF SUCH AGREEMENT MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS SECURITY TO THE SECRETARY OF THE GENERAL PARTNER AT THE PRINCIPAL OFFICE OF THE PARTNERSHIP. THE RESTRICTIONS SET FORTH ABOVE SHALL NOT PRECLUDE THE SETTLEMENT OF ANY TRANSACTIONS INVOLVING THIS SECURITY ENTERED INTO THROUGH THE FACILITIES OF ANY NATIONAL SECURITIES EXCHANGE ON WHICH THIS SECURITY IS LISTED OR ADMITTED TO TRADING.

The Holder, by accepting this Certificate, is deemed to have (i) requested admission as, and agreed to become, a Limited Partner and to have agreed to comply with and be bound by and to have executed the Partnership Agreement, (ii) represented and warranted that the Holder has all right, power and authority and, if an individual, the capacity necessary to enter into the Partnership Agreement, and (iii) made the waivers and given the consents and approvals contained in the Partnership Agreement.

This Certificate shall not be valid for any purpose unless it has been countersigned and registered by the Transfer Agent. This Certificate shall be governed by and construed in accordance with the laws of the State of Delaware.

Dated: EQM Midstream Partners, LP

By: EQGP Services, LLC

By:

By:

Countersigned and Registered by:

American Stock Transfer & Trust Company, LLC

as Transfer Agent and Registrar

By:

Authorized Signature

[Reverse of Certificate]

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Certificate, shall be construed as follows according to applicable laws or regulations:

TEN COM - as tenants in common UNIF GIFT TRANSFERS MIN ACT

TEN ENT - as tenants by the entireties _____Custodian_____
(Cust) (Minor)

JT TEN - as joint tenants with right of survivorship under Uniform Gifts/Transfers to CD Minors Act (State) and not as tenants in common

Additional abbreviations, though not in the above list, may also be used.

ASSIGNMENT OF COMMON UNITS OF

EQM MIDSTREAM PARTNERS, LP

FOR VALUE RECEIVED, _____ hereby assigns, conveys, sells and transfers unto

(Please print or typewrite name and address of assignee) (Please insert Social Security or other identifying number of assignee)

_____ Common Units representing limited partner interests evidenced by this Certificate, subject to the Partnership Agreement, and does hereby irrevocably constitute and appoint _____ as its attorney-in-fact with full power of substitution to transfer the same on the books of EQM Midstream Partners, LP.

Date: NOTE: The signature to any endorsement hereon must correspond with the name as written upon the face of this Certificate in every particular, without alteration, enlargement or change.

(Signature)

(Signature)

THE SIGNATURE(S) MUST BE

GUARANTEED BY AN ELIGIBLE

GUARANTOR INSTITUTION (BANKS,

STOCKBROKERS, SAVINGS AND LOAN

ASSOCIATIONS AND CREDIT UNIONS

WITH MEMBERSHIP IN AN APPROVED

SIGNATURE GUARANTEE MEDALLION

PROGRAM), PURSUANT

TO S.E.C. RULE 17Ad-15

No transfer of the Common Units evidenced hereby will be registered on the books of the Partnership, unless the Certificate evidencing the Common Units to be transferred is surrendered for registration or transfer.

EXHIBIT 10.1

CONFIDENTIALITY, NON-SOLICITATION and NON-COMPETITION AGREEMENT

This Agreement is made as of March 7, 2013 by and between EQT Corporation, a Pennsylvania corporation (EQT Corporation and its subsidiary companies are hereinafter collectively referred to as the "Company"), and BRIAN PIETRANDREA (the "Employee").

WITNESSETH:

WHEREAS, during the course of Employee's employment with the Company, the Company has imparted and will continue to impart to Employee proprietary and/or confidential information and/or trade secrets of the Company; and

WHEREAS, the Company desires to secure the continuing services of Employee in his Director of Partnership Accounting position; and

WHEREAS, in order to protect the business and goodwill of the Company, the Company desires to obtain certain confidentiality, non-competition and non-solicitation covenants from the Employee and Employee desires to agree to such covenants in exchange for a grant of performance restricted stock (which will be subject to the terms and conditions of the 2009 EQT Corporation Long-Term Incentive Plan, the 2013 Value Driver Program, the 2013 Executive Performance Incentive Program and the applicable Participant Award Agreements) which will be issued upon execution of this Agreement or shortly thereafter and the Company's promise herein to pay certain severance benefits to Employee (subject to the provisions of Section 3 below) in the event that Employee's employment with the Company is terminated without Cause as defined below; and

WHEREAS, in order to accomplish the foregoing objectives, the Company and the Employee desire enter into this Agreement which, among other things, reflects the parties' best efforts to comply with the provisions of Section 409A of the Internal Revenue Code of 1986, as amended, (the "Code") to the benefit of the Employee; and

WHEREAS, the Employee is willing to enter into this Agreement, which contains, among other things, specific confidentiality, non-competition and non-solicitation agreements, in consideration of the foregoing; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Restrictions on Competition and Solicitation. While the Employee is employed by the Company and for a period of six (6) months after the date of Employee's termination of employment with the Company for any reason Employee will not, directly or indirectly, expressly or tacitly, for himself or on behalf of any entity conducting business anywhere in the Restricted Territory (as defined below): (i) act as an officer, manager, advisor, executive, shareholder, or consultant to any business in which his duties at or for such business include oversight of or actual involvement in providing services which are competitive with the services or products being provided or which are being produced or developed by the Company, or were under investigation by the Company within the last two (2) years prior to the end of Employee's employment with the Company, (ii) recruit investors on behalf of an entity which engages in activities which are competitive with the services or products being provided or which are being produced or developed by the Company, or were under investigation by the Company within the last two

(2) years prior to the end of Employee's employment with the Company, or (iii) become employed by such an entity in any capacity which would require Employee to carry out, in whole or in part, the duties Employee has performed for the Company which are competitive with the services or products being provided or which are being produced or developed by the Company, or were under active investigation by the Company within the last two (2) years prior to the end of Employee's employment with the Company. Notwithstanding the foregoing, the Employee may purchase or otherwise acquire up to (but not more than) 1% of any class of securities of any enterprise (but without otherwise participating in the activities of such enterprise) if such securities are listed on any national or regional securities exchange or have been registered under Section 12(g) of the Securities Exchange Act of 1934. This covenant shall apply to any services, products or businesses under investigation by the Company within the last two (2) years prior to the end of Employee's employment with the Company only to the extent that the Employee acquired or was privy to confidential information regarding such services, products or businesses. Employee acknowledges that this restriction will prevent the Employee from acting in any of the foregoing capacities for any competing entity operating or conducting business within the Restricted Territory and that this scope is reasonable in light of the business of the Company.

Restricted Territory shall mean (i) any states in which the Company has a regulated-utility operation, which may change from time to time, but as of the effective date of this Agreement are Pennsylvania, West Virginia and Kentucky; or (ii) any states in which the Company owns, operates or has contractual rights to purchase natural gas-related assets (other than commodity trading rights), including but not limited to, storage facilities, interstate pipelines, intrastate pipelines, intrastate distribution facilities, liquefied natural gas facilities, propane-air facilities or other peaking facilities, and/or processing or fractionation facilities; or (iii) any state in which the Company owns proved, developed and/or undeveloped natural gas and/or oil reserves and/or conducts natural gas or oil exploration and production activities of any kind; or (iv) any state investigated by the Company as a possible jurisdiction in which to conduct any of the business activities described in subparagraphs (i) through (iii) above within the last two (2) years prior to the end of Employee's employment with the Company.

Employee agrees that for a period of six (6) months following the termination of Employee's employment with the Company for any reason, including without limitation termination for cause or without cause, Employee shall not, directly or indirectly, solicit the business of, or do business with: (i) any customer that Employee approached, solicited or accepted business from on behalf of the Company, and/or was provided confidential or proprietary information about while employed by the Company within the one (1) year period preceding Employee's separation from the Company; and (ii) any prospective customer of the Company who was identified to or by the Employee and/or who Employee was provided confidential or proprietary information about while employed by the Company within the one (1) year period preceding Employee's separation from the Company, for purposes of marketing, selling and/or attempting to market or sell products and services which are the same as or similar to any product or service the Company offers within the last two (2) years prior to the end of Employee's employment with the Company, and/or, which are the same as or similar to any product or service the Company has in process over the last two (2) years prior to the end of Employee's employment with the Company to be offered in the future.

While Employee is employed by the Company and for a period of six (6) months after the date of Employee's termination of employment with the Company for any reason, Employee shall not (directly or indirectly) on his own behalf or on behalf of any other person or entity solicit or induce, or cause any other person or entity to solicit or induce, or attempt to solicit or induce, any employee or consultant to leave the employ of or engagement by the Company or its successors, assigns or affiliates, or to violate the terms of their contracts with the Company.

2. Confidentiality of Information and Nondisclosure. The Employee acknowledges and agrees that his employment by the Company necessarily involves his knowledge of and access to confidential and proprietary information pertaining to the business of the Company and its subsidiaries. Accordingly, the Employee agrees that at all times during the term of this Agreement and for as long as the information remains confidential after the termination of the Employee's employment, he will not, directly or indirectly, without the express written authority of the Company, unless directed by applicable legal authority having jurisdiction over the Employee, disclose to or use, or knowingly permit to be so disclosed or used, for the benefit of himself, any person, corporation or other entity other than the Company and its subsidiaries, (i) any information concerning any financial matters, customer relationships, competitive status, supplier matters, internal organizational matters, current or future plans, or other business affairs of or relating to the Company and its subsidiaries, (ii) any management, operational, trade, technical or other secrets or any other proprietary information or other data of the Company or its subsidiaries, or (iii) any other information related to the Company or its subsidiaries which has not been published and is not generally known outside of the Company. The Employee acknowledges that all of the foregoing, constitutes confidential and proprietary information, which is the exclusive property of the Company.

3. Severance Benefit. If the Employee's employment is terminated by the Company for any reason other than Cause (as defined below), the Company shall continue to pay the Employee his base salary in effect at the time of such termination for a period of six (6) months from the date thereof. In addition, if Employee elects benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Company will pay the employer's share of the premiums for Employee's health insurance coverage under the Company's health insurance plan for a period of six (6) months after his termination. Such salary and health insurance continuation shall be in lieu of any payments and/or benefits to which the Employee would otherwise be entitled under the EQT Corporation Severance Pay Plan. If Employee wishes to continue COBRA coverage thereafter, he may do so at his own expense for the remainder of the COBRA period as provided by law. The Company's obligation to provide such continuing salary and health insurance benefits shall be contingent upon the following:

(a) Employee's execution of a release of claims substantially similar in form and substance to the one attached hereto as Appendix A; and
(b) Employee's compliance with his obligations hereunder, including, but not limited to, Employee's obligations set forth in Sections 1 and 2.

Solely for purposes of this Agreement, "Cause" shall include: (i) the conviction of a felony, a crime of moral turpitude or fraud or having committed fraud, misappropriation or embezzlement in connection with the performance of his duties hereunder, (ii) willful and repeated failures to substantially perform his assigned duties; or (iii) a violation of any provision of this Agreement or express significant policies of the Company.

The base salary shall be paid on regularly scheduled payroll dates each month commencing in the month following the Employee's separation from service; provided, however, if the Employee is a "specified employee" under Section 409A at the time of separation from service, then no payments may be made until the first day following the six-month anniversary of his separation from service and, to the extent otherwise payable during such six-month period, shall be accumulated and paid on such date. The term "separation from service", when used herein, shall be construed consistent with Section 409A.

4. Authorization to Modify Restrictions. The provisions of this Agreement are severable. To the extent that any provision of this Agreement is deemed unenforceable in any court of law the parties intend that such provision be construed by such court in a manner to make it enforceable.

5. Reasonable and Necessary Agreement. The Employee acknowledges and agrees that: (i) this Agreement is necessary for the protection of the legitimate business interests of the Company; (ii) the restrictions contained in this Agreement are reasonable; (iii) the Employee has no intention of competing with the Company within the limitations set forth above; (iv) the Employee acknowledges and warrants that Employee believes that Employee will be fully able to earn an adequate livelihood for Employee and Employee's dependents if the covenant not to compete contained in this Agreement is enforced against the Employee; and (v) the Employee has received adequate and valuable consideration for entering into this Agreement.

6. Injunctive Relief and Attorneys' Fees. The Employee stipulates and agrees that any breach of this Agreement by the Employee will result in immediate and irreparable harm to the Company, the amount of which will be extremely difficult to ascertain, and that the Company could not be reasonably or adequately compensated by damages in an action at law. For these reasons, the Company shall have the right, without objection from the Employee, to obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Company against, or on account of, any breach by the Employee of the provisions of Sections 1 and 2 hereof. In the event the Company obtains any such injunction, order, decree or other relief, in law or in equity, (i) the duration of any violation of Section 1 shall be added to the six (6) month restricted period specified in Section 1, and (ii) the Employee shall be responsible for reimbursing the Company for all costs associated with obtaining the relief, including reasonable attorneys' fees and expenses and costs of suit. Such right to equitable relief is in addition to the remedies the Company may have to protect its rights at law, in equity or otherwise.

7. Binding Agreement. This Agreement (including the covenants contained in Sections 1 and 2) shall be binding upon and inure to the benefit of the successors and assigns of the Company.

8. Governing Law/Consent to Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, Employee irrevocably consents and submits to the jurisdiction and venue of any state or federal court located in Allegheny County, Pennsylvania. Employee agrees that service of the summons and complaint and all other process which may be served in any such suit, action or proceeding may be effected by mailing by registered mail a copy of such process to Employee at the address set forth below (or such other address as Employee shall provide to Company in writing). Employee irrevocably waives any objection which he may now or hereafter has to the venue of any such suit, action or proceeding brought in such court and any claim that such suit, action or proceeding brought in such court has been brought in an inconvenient forum and agrees that service of process in accordance with this Section will be deemed in every respect effective and valid personal service of process upon Employee. Nothing in this Agreement will be construed to prohibit service of process by any other method permitted by law. The provisions of this Section will not limit or otherwise affect the right of the Company to institute and conduct an action in any other appropriate manner, jurisdiction or court. The Employee agrees that final judgment in such suit, action or proceeding will be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

9. Termination. The Company may terminate this Agreement by giving six (6) months' prior written notice to the Employee; provided that all provisions of this Agreement shall apply if any event specified in Section 3 occurs prior to the expiration of such six (6) month period.

10. Employment at Will. Employee shall be employed at-will and for no definite term. This means that either party may terminate the employment relationship at any time for any or no reason.

11. Arbitration of Employment Claims. In the event that Employee does not execute a release of all claims pursuant to Section 3(a) above, any dispute arising out of or relating to Employee's employment or termination of employment with the Company shall be resolved by the sole and exclusive means of binding arbitration in accordance with the terms of the EQT Corporation Alternative Dispute Resolution Program (the "ADR Program") pursuant to the Alternative Dispute Resolution Agreement ("ADR Agreement") executed by Employee, attached hereto as Appendix B, and incorporated by reference into this Agreement as if fully set forth herein. Consistent with the provisions ADR Program and the ADR Agreement, the parties further agree that any dispute arising out of or relating to their obligations under this Agreement itself, including but not limited to the Company's obligations under Section 3 and Employee's obligations under Sections 1 and 2 above, shall not be subject to binding arbitration under the ADR Program.

12. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with the exception of the ADR Agreement attached hereto as Appendix B. This Agreement may not be changed, amended, or modified, except by a written instrument signed by the parties; provided, however, that the Company may amend this Agreement from time to time without Employee's consent to the extent deemed necessary or appropriate, in its sole discretion, to effect compliance with Section 409A of the Code, including regulations and interpretations thereunder, which amendments may result in a reduction of benefits provided hereunder and/or other unfavorable changes to Employee.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its officers thereunto duly authorized, and the Employee has hereunto set his hand, all as of the day and year first above written.

ATTEST: EQT CORPORATION:

_____ By: __/s/ Charlene Petrelli _____

WITNESS: EMPLOYEE:

_____ ____/s/Brian Pietrandrea_____

Address:

APPENDIX A

AGREEMENT AND RELEASE

This Agreement and Release ("Agreement"), is entered into between <EMPLOYEE NAME> ("Employee") and <EMPLOYER> (including its predecessors, parent corporations, subsidiaries, and affiliates, collectively, "EQT").

WHEREAS, Employee's employment with the Company terminated on <EFFECTIVE DATE OR UPON EVENT>;

WHEREAS, Employee and EQT have agreed that Employee is entitled to receive certain benefits upon termination of employment in exchange for, among other things, a general release; and

WHEREAS, the parties desire to fully and finally resolve and settle all issues arising out of the employment relationship and the termination of that relationship.

NOW, THEREFORE, in consideration of the respective representations, acknowledgements, covenants and agreements of the parties, as expressly set forth in this Agreement, the parties, intending to be legally bound, agree as follows:

1. Employee understands that, effective <EFFECTIVE DATE>, his/her employment with EQT is terminated. Employee agrees that he/she will not apply for nor seek reemployment or reinstatement to employment with EQT now or ever in the future and that EQT will never be obligated to employ or reemploy him/her.

2. Employee acknowledges and agrees that the obligations in the Employment Agreement executed by him/her on <DATE>, (a copy of which is attached hereto as Appendix A) shall continue after the termination of his/her employment pursuant to the terms of that agreement. Those obligations and commitments include paragraphs 1, 2, 5, 6, 7, 8, 11 and 12. Additionally, Employee hereby reaffirms the reasonableness and necessity for the aforementioned obligations contained in the Employment Agreement.

3. Upon execution of this Agreement and expiration of the revocation period set forth in Paragraph 11 below, EQT will continue to pay Employee his/her current base salary for a period of <SEVERANCE LENGTH> months following his/her termination from employment. These salary continuation payments will be made on EQT's regularly scheduled payroll dates for <NUMBER> payroll periods beginning on or about <START DATE> and concluding on or about <END DATE>. In addition, if Employee elects COBRA, the Company will pay the employer's share of the premiums for Employee's medical, dental and vision coverage in accordance with his /her current selected coverage for a period of <BENEFITS CONTINUATION> months following his/her termination from employment beginning on <START END> and concluding on <END DATE>. Employee's usual contributory cost for these benefits will be deducted from his/her salary continuation payments. Employee acknowledges and agrees that: (i) the payments and benefits identified in this Paragraph 3 are being made or offered pursuant to the Employee's Employment Agreement; (ii) pursuant to his/her Employment Agreement the payments and benefits identified in this Paragraph 3 are in lieu of any payments or benefits under the EQT Corporation Severance Pay Plan; and (iii) absent his/her execution of this Agreement, he/she would not be entitled to receive the payments or benefits identified herein.

4. Employee hereby voluntarily, irrevocably and unconditionally remises, releases and forever discharges EQT and all of its past, present and future officers, directors, agents, employees and shareholders, as well as the heirs, successors or assigns of any of such persons or entities (severally and collectively called "Releasees"), jointly and individually, from any and all claims, demands, issues, or causes of action arising out of, or in any way related to Employee's employment with Releasees and/or

his/her separation from employment with Releasees, whether asserted by him/her or on his/her behalf by any person or entity. This release includes, but is not limited to, claims for back pay, front pay, compensatory damages, liquidated damages, punitive damages, fringe benefits, reinstatement, attorneys' fees, interest, costs and/or remedies or relief of any sort whatsoever under any possible legal, equitable, tort, contract or statutory theory, including, but not limited to, any claims arising under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Americans with Disabilities Act of 1990, as amended, the Older Workers Benefit Protection Act, the Family Medical Leave Act, the Pennsylvania Human Relations Act, as amended, and any other federal, state and local statutes, ordinances, executive orders or regulations prohibiting discrimination in employment, under theories of unjust dismissal or wrongful discharge, under theories of breach of contract or fiduciary duty or under theories based on any intentional or negligent tort which Employee has or may have, whether now known or unknown and of whatever kind or nature against Releasees, which arose on or before the date Employee signs this Agreement. Employee also hereby releases all Releasees from any and all claims for the fees, costs, expenses and interest of any and all attorneys who now represent or who have at any time represented Employee in connection with this Agreement and/or in connection with any of the matters released in this Agreement.

5. Employee hereby represents and warrants that there are no actions or claims of Employee now pending against any of the Releasees in any court of the United States or any State thereof based upon any acts or events arising out of or related to his/her employment with Releasees or his/her separation from employment with Releasees. Notwithstanding any other language in this Agreement, the parties understand that this Agreement does not prohibit Employee from filing an administrative charge of alleged employment discrimination under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990 or the Equal Pay Act of 1963. Employee, however, waives his/her right to monetary or other recovery should any federal, state or local administrative agency pursue any claims on his/her behalf arising out of or relating to his/her employment with and/or separation from employment with any of the Releasees**. This means that by signing this Agreement, Employee will have waived any right he/she had to obtain a recovery if an administrative agency pursues a claim against any of the Releasees based on any actions taken by any of the Releasees up to the date of the signing of this Agreement, and that Employee will have released the Releasees of any and all claims of any nature arising up to the date of the signing of this Agreement.**

6. It is also understood that the Company will not contest a claim filed by Employee for unemployment compensation benefits following Employee's separation from employment with EQT.

7. By entering into this Agreement, EQT in no way thereby admits that it or any of the Releasees has treated Employee unlawfully or wrongfully in any way. Neither this Agreement nor the implementation thereof shall be construed to be, or shall be admissible in any proceedings as, evidence of any admission by EQT or any of the Releasees of any violation of or failure to comply with any federal, state, or local law, ordinance, agreement, rule, regulation or order.

8. Employee acknowledges his/her continuing obligations at law, under EQT's policies and his/her Employment Agreement to preserve EQT's confidential information and to return all EQT property promptly.

9. Employee agrees that, except as required by law, the terms and conditions of this Agreement will be kept strictly confidential and will not be discussed, disclosed, or revealed, directly or indirectly, to any person, corporation, or other entity, other than to Employee's spouse, attorney, accountant for use on tax matters or to government taxing agencies or taxing officials. Employee also

agrees not to make any negative comments to the media, or to any members of the public regarding EQT or EQT's officers, administrators, directors or trustees. Employee, upon reasonable notice and at reasonable times, agrees to cooperate with the Company in the defense of litigation and in related investigations and preparations of any claims or actions now in existence or that may be threatened or brought in the future relating to events or occurrences that transpired while Employee was employed by the Company.

10. Employee acknowledges that he/she has been given the opportunity to consider this Agreement for <TWENTY-ONE OR FORTY-FIVE> calendar days, which is a reasonable period of time, and that he/she has been advised to consult with an attorney in relation thereto prior to executing it. Employee further acknowledges that he/she has had a full and fair opportunity to consult with an attorney, that he/she has carefully read and fully understands all of the provisions of this Agreement, that he/she has discussed the Agreement with such attorneys if he/she has chosen to, and that he/she is voluntarily executing and entering into this Agreement, intending to be legally bound hereby. If Employee signs this Agreement in less than <TWENTY-ONE OR FORTY-FIVE> calendar days, Employee acknowledges that he/she has thereby waived his/her right to the full <TWENTY-ONE OR FORTY-FIVE> calendar day period.

11. For the period of seven calendar days following Employee's execution of this Agreement, Employee may revoke it by delivery of a written notice revoking same within that seven-day period to the office of Robert Frankhouser, Esquire, EQT Corporation, 625 Liberty Avenue, Suite 1700, Pittsburgh, PA, 15222. This Agreement shall not be effective or enforceable until that seven-day revocation period has expired, and EQT shall not be obligated to make any of the payments or provide any of the benefits in Paragraph 3 prior to such expiration.

12. The terms and conditions of this Agreement constitute the full and complete understandings, agreements and arrangements of the parties, supercedes all prior agreements (with the exception of the Alternative Dispute Resolution Agreement executed by Employee on <DATE>) and there are no agreements, covenants, promises or arrangements other than those set forth herein and other than those obligations and commitments of Employee contained in the Employment Agreement executed by Employee on <DATE> attached hereto in Appendix A (See also paragraph 2 above). Any subsequent alteration in or variance from any term or condition of this Agreement shall be effective only if in writing and signed by the parties.

13. This Agreement shall be governed by and construed in accordance with the statutory and decisional law of the Commonwealth of Pennsylvania without regard to conflicts of law principles. If any provision of this Agreement is determined to be invalid or unenforceable for any reason, the remaining provisions and portions of this Agreement - at EQT's sole option - shall be unaffected thereby and shall remain in full force to the fullest extent permitted by law.

14. **EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS CAREFULLY READ AND FULLY UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT, AND THAT EMPLOYEE IS VOLUNTARILY EXECUTING AND ENTERING INTO THIS AGREEMENT, WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND INTENDING TO BE LEGALLY BOUND BY IT.**

IN WITNESS WHEREOF, the aforesaid parties, intending to be legally bound hereby, have caused this Agreement to be executed on the dates set forth below.

EQT CORPORATION

By: _____ Date:_____

EMPLOYEE:

_/s/ Brian Pietrandrea_____ Date: 3/7/13_____

APPENDIX B

ADR AGREEMENT

ALTERNATIVE DISPUTE RESOLUTION PROGRAM AGREEMENT (INCLUDING THE ADR PROGRAM POLICY 1.16)

I, Brian Pietrandrea, have received a copy of the Equitable Resources, Inc. ("Equitable" or "Company") Alternative Dispute Resolution Program ("ADR Program"). A copy of the ADR Program is attached to this Alternative Dispute Resolution Program Agreement ("ADR Program Agreement") as Attachment 1 and is incorporated herein by reference. I agree as follows:

1. I understand that it is the policy of Equitable to encourage resolution of individual employment disputes, except those excluded by Section I.A of the ADR Program, through a process of mandatory and binding arbitration.

2. I understand that by signing this ADR Program Agreement, I am agreeing to submit all Employment Disputes as defined by Section I.A of the ADR Program to final and binding arbitration before a neutral Arbitrator.

3. I understand that in exchange for agreeing to submit my Employment Disputes to final and binding arbitration in accordance with the ADR Program, I will be eligible to participate in Equitable's Short Term Incentive Plan ("STIP") in the 2007 calendar year, and in each year thereafter that the STIP is offered, provided that I am otherwise eligible for the STIP in accordance with its terms.

4. I understand that the ADR Program Agreement and the ADR Program affect the forum in which I can file suit against Equitable, and accordingly, I have been provided with an opportunity to seek legal advice before signing this ADR Program Agreement.

5. I understand that to invoke the ADR Program, I must have: (1) an Employment Dispute (which is not excluded by the ADR Program) for which the law in that jurisdiction provides a remedy; and (2) exhausted all administrative remedies available for that Employment Dispute. I further understand that this ADR Program Agreement and the ADR Program do not restrict my rights to file administrative charges with the Equal Employment Opportunity Commission, the National Labor Relations Board, or any other similar federal, state or local agency; provided, however, that upon receipt of a notice of right-to-sue or similar administrative determination that does not fully

and finally dispose of the Employment Dispute, I shall arbitrate the Employment Dispute in accordance with the ADR Program.

6. I understand that I must file a claim under the ADR Program by the later of the following: (1) within one year of the date on which I became aware of the Employment Dispute; or (2) within the applicable statute of limitations provided for that particular Employment Dispute.

7. I understand that neither the ADR Program Agreement nor the ADR Program form a contract of employment between Equitable and me and they in no way alter the "at-will" status of my employment. I understand that my employment with Equitable is at-will, which means that my employment, at the option of Equitable or myself, can be terminated at anytime, with or without cause and with or without notice.

BY SIGNING THIS ADR PROGRAM AGREEMENT I ACKNOWLEDGE THAT I RECEIVED, REVIEWED AND AGREE TO THE ADR PROGRAM

Agreed: Date:

/s/ Brian P. Pietrandrea 2/14/07

Employee Name

EXHIBIT 10.2

AMENDMENT TO CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION AGREEMENT

THIS AMENDMENT TO CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION AGREEMENT ("Non-Compete Amendment") is made effective as of January 1, 2014 (the "Effective Date"), by and between EQT Corporation (formerly known as Equitable Resources, Inc., and together with its subsidiary companies, the "Company") and Brian P Pietrandrea ("Employee") and amends the Confidentiality, Non-Solicitation and Non-Competition Agreement, dated as of March 7, 2013, by and between the Company and Employee ("Agreement").

W I T N E S S E T H:

WHEREAS, the Company and Employee entered into the Agreement on or about March 7, 2013;

WHEREAS, the Agreement authorized the parties to amend the Agreement by a written instrument signed by both parties;

WHEREAS, the Company and Employee express their intent to modify the Agreement in accordance with the terms of this Non-Compete Amendment;

WHEREAS, Employee understands that his/her receipt of performance awards in respect of 2014 under the EQT Corporation 2009 Long Term Incentive Plan (the "2009 LTIP"), including without limitation the 2014 Executive Performance Incentive Program ("2014 EPIP") will not be effective unless he/she accepts the terms and conditions of this Non-Compete Amendment no later than 45 days after the Effective Date;

NOW, THEREFORE, the Company and Employee, intending to be legally bound, hereby agree as follows:

1. On the Effective Date, the Company granted performance awards to Employee under, and subject to the terms and conditions of, the 2009 LTIP, the 2014 EPIP and certain other documents. Such grant is effective only if Employee accepts the terms and conditions of this Non-Compete Amendment no later than 45 days after the Effective Date.

2. The parties agree to amend the Agreement by deleting paragraphs 1 and 2 of the Agreement and substituting the following paragraphs:

1. Restrictions on Competition and Solicitation. While the Employee is employed by the Company and for a period of six (6) months after the date of Employee's termination of employment with the Company for any reason Employee will not, directly or indirectly, expressly or tacitly, for himself/herself or on behalf of any entity conducting business anywhere in the Restricted Territory (as defined below): (i) act in any capacity for any business in which his/her duties at or for such business include oversight of or actual involvement in providing services which are competitive with the services or products being provided or which are being produced or developed by the Company, or were under investigation by the Company within the last two (2) years prior to the end of Employee's employment with the Company, (ii) recruit investors on behalf of an entity which engages in activities which are competitive with the services or products being provided or which are being produced or developed by the Company, or were under investigation by the Company within the last two (2) years prior to the end of Employee's employment with the Company, or (iii) become employed by such an entity in any capacity which

would require Employee to carry out, in whole or in part, the duties Employee has performed for the Company which are competitive with the services or products being provided or which are being produced or developed by the Company, or were under active investigation by the Company within the last two (2) years prior to the end of Employee's employment with the Company. Notwithstanding the foregoing, the Employee may purchase or otherwise acquire up to (but not more than) 1% of any class of securities of any enterprise (but without otherwise participating in the activities of such enterprise) if such securities are listed on any national or regional securities exchange or have been registered under Section 12(g) of the Securities Exchange Act of 1934. This covenant shall apply to any services, products or businesses under investigation by the Company within the last two (2) years prior to the end of Employee's employment with the Company only to the extent that Employee acquired or was privy to confidential information regarding such services, products or businesses. Employee acknowledges that this restriction will prevent Employee from acting in any of the foregoing capacities for any competing entity operating or conducting business within the Restricted Territory and that this scope is reasonable in light of the business of the Company.

Restricted Territory shall mean (i) the entire geographic location of any natural gas and oil play in which the Company owns, operates or has contractual rights to purchase natural gas-related assets (other than commodity trading rights and pipeline capacity contracts on non-affiliated or third-party pipelines), including but not limited to, storage facilities, interstate pipelines, intrastate pipelines, intrastate distribution facilities, liquefied natural gas facilities, propane-air facilities or other peaking facilities, and/or processing or fractionation facilities; or (ii) the entire geographic location of any natural gas and oil play in which the Company owns proved, developed and/or undeveloped natural gas and/or oil reserves and/or conducts natural gas or oil exploration and production activities of any kind; or (iii) the entire geographic location of any natural gas and oil play in which the Company has decided to make or has made an offer to purchase or lease assets for the purpose of conducting any of the business activities described in subparagraphs (i) and (ii) above within the six (6) month period immediately preceding the end of the Employee's employment with the Company provided that Employee had actual knowledge of the offer or decision to make an offer prior to Employee's separation from the Company. For geographic locations of natural gas and oil plays, refer to the maps produced by the United States Energy Information Administration located at www.eia.gov/maps.

Employee agrees that for a period of six (6) months following the termination of Employee's employment with the Company for any reason, including without limitation termination for cause or without cause, Employee shall not, directly or indirectly, solicit the business of, or do business with: (i) any customer that Employee approached, solicited or accepted business from on behalf of the Company, and/or was provided confidential or proprietary information about while employed by the Company within the one (1) year period preceding Employee's separation from the Company; and (ii) any prospective customer of the Company who was identified to or by the Employee and/or who Employee was provided confidential or proprietary information about while employed by the Company within the one (1) year period preceding Employee's separation from the Company, for purposes of marketing, selling and/or attempting to market or sell products and services which are the same as or similar to any product or service the Company offers within the last two (2) years prior to the end of Employee's employment with the Company, and/or, which are the same as or similar to any product or service the Company has in process over the last two (2) years prior to the end of Employee's employment with the Company to be offered in the future.

While Employee is employed by the Company and for a period of six (6) months after the date of Employee's termination of employment with the Company for any reason, Employee shall not (directly or indirectly) on his/her own behalf or on behalf of any other person or entity solicit or induce, or cause any other person or entity to solicit or induce, or attempt to solicit or induce, any employee, consultant, vendor or independent contractor to leave the employ of or engagement by the Company or its successors, assigns or affiliates, or to violate the terms of their contracts with the Company.

2. Confidentiality of Information and Nondisclosure. Employee acknowledges and agrees that his/her employment by the Company necessarily involves his/her knowledge of and access to confidential and proprietary information pertaining to the business of the Company. Accordingly, Employee agrees that at all times during the term of this Agreement and for as long as the information remains confidential after the termination of Employee's employment, he/she will not, directly or indirectly, without the express written authority of the Company, unless directed by applicable legal authority having jurisdiction over Employee, disclose to or use, or knowingly permit to be so disclosed or used, for the benefit of himself/herself, any person, corporation or other entity other than the Company, (i) any information concerning any financial matters, employees of the Company, customer relationships, competitive status, supplier matters, internal organizational matters, current or future plans, or other business affairs of or relating to the Company, (ii) any management, operational, trade, technical or other secrets or any other proprietary information or other data of the Company, or (iii) any other information related to the Company which has not been published and is not generally known outside of the Company. Employee acknowledges that all of the foregoing, constitutes confidential and proprietary information, which is the exclusive property of the Company.

3. The parties agree to insert a new paragraph 12 to read as follows:

12. Notification of Subsequent Employment. Employee shall upon termination of his/her employment with the Company, as soon as practicable and for the length of the non-competition period described in Section 1 above, notify the Company: (i) of the name, address and nature of the business of his/her new employer; (ii) if self-employed, of the name, address and nature of his/her new business; (iii) that he/she has not yet secured new employment; and (iv) each time his/her employment status changes. In addition, Employee shall notify any prospective employer that this Agreement exists and shall provide a copy of this Agreement to the prospective employer prior to beginning employment with that prospective employer. Any notice provided under this Section (or otherwise under this Agreement) shall be in writing directed to the General Counsel, EQT Corporation, 625 Liberty Avenue, Suite 1700, Pittsburgh, PA 15222-3111.

Paragraph 12, which existed in the Agreement prior to the Non-Compete Amendment, remains in full force and effect and becomes paragraph 13 in the amended Agreement.

4. This Non-Compete Amendment is hereby incorporated into the Agreement. Except as expressly amended by this Non-Compete Amendment, all provisions of the Agreement shall remain in full force and effect.

5. This Non-Compete Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

6. The parties acknowledge that this Non-Compete Amendment is a written instrument and that by their signatures below they are agreeing to the terms and conditions contained in this Non-Compete Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Non-Compete Amendment as of the date first above written.

EQT Corporation Employee:

By: /s/ Charlene Petrelli /s/ Brian P. Pietrandrea

Name: Charlene Petrelli Brian P. Pietrandrea
Title: Vice President & Chief
Human Resources Officer

EXHIBIT 10.3

SECOND AMENDMENT TO CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION AGREEMENT

THIS SECOND AMENDMENT TO CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION AGREEMENT ("Non-Compete Amendment") is made effective as of January 1, 2015 (the "Effective Date"), by and between EQT Corporation (together with its subsidiary companies, the "Company") and Brian P Pietrandrea ("Employee") and amends the Confidentiality, Non-Solicitation and Non-Competition Agreement, dated as of March 7, 2013, by and between the Company and Employee which was amended by the Amendment to Confidentiality, Non-Solicitation and Non-Competition Agreement dated January 1, 2014.

W I T N E S S E T H:

WHEREAS, the Company and Employee entered into the Confidentiality, Non-Solicitation and Non-Competition Agreement on or about March 7, 2013 and the Company and Employee agreed to amend the Confidentiality, Non-Solicitation and Non-Competition Agreement, by entering into the Amendment to Confidentiality, Non-Solicitation and Non- Competition Agreement dated January 1, 2014 (collectively, the "Agreement");

WHEREAS, the Agreement authorized the parties to amend the Agreement by a written instrument signed by both parties;

WHEREAS, the Company and Employee express their intent to modify the Agreement in accordance with the terms of this Non-Compete Amendment and to incorporate this Non-Compete Amendment into the Agreement;

WHEREAS, Employee understands that his/her receipt of awards in respect of 2015 under the EQT Corporation 2014 Long Term Incentive Plan (the "2014 LTIP"), including without limitation the 2015 Value Driver Performance Award Agreement ("2015 VDA") will not be effective unless he/she accepts the terms and conditions of this Non-Compete Amendment no later than 45 days after the Effective Date;

NOW, THEREFORE, the Company and Employee, intending to be legally bound, hereby agree as follows:

1. On the Effective Date, the Company granted awards to Employee under, and subject to the terms and conditions of, the 2014 LTIP, the 2015 VDA and certain other documents. Such grant is effective only if Employee accepts the terms and conditions of this Non-Compete Amendment no later than 45 days after the Effective Date.

2. The parties agree to amend the Agreement by deleting Section 3 of the Agreement and substituting the following:

3. Severance Benefit. If the Employee's employment is terminated by the Company for any reason other than Cause (as defined below), the Company shall provide Employee with the following:

(a) Continuation of Employee's base salary in effect at the time of such termination for a period of six (6) months from the date thereof. Such salary continuation payments will be in accordance with the Company's payroll practices;

(b) A lump sum payment payable within 60 days following Employee's termination date equal to the product of (i) six (6) and (ii) 100% of the then-current Consolidated Omnibus Budget Reconciliation Act of 1985 monthly rate for family coverage; and

(c) A lump sum payment payable within 60 days following Employee's termination date equal to $9,000.00.

The lump sum payments and salary continuation payments provided under this Section 3 shall be subject to applicable tax and payroll withholdings, and shall be in lieu of any payments and/or benefits to which the Employee would otherwise be entitled under the EQT Corporation Severance Pay Plan (as amended from time to time). The Company's obligation to provide the lump sum payments and salary continuation payments shall be contingent upon the following:

(a) Employee's execution of a release of claims substantially similar in form and substance to the one attached hereto as Appendix A; and

(b) Employee's compliance with his/her obligations hereunder, including, but not limited to, Employee's obligations set forth in Sections 1 and 2.

Solely for purposes of this Agreement, "Cause" shall include: (i) the conviction of a felony, a crime of moral turpitude or fraud or having committed fraud, misappropriation or embezzlement in connection with the performance of his/her duties hereunder; (ii) willful and repeated failures to substantially perform his/her assigned duties; or (iii) a violation of any provision of this Agreement or express significant policies of the Company.

3. The parties agree to insert a new Section 13 to read as follows:

13. Internal Revenue Code Section 409A:

(a) General. This Agreement shall be interpreted and administered in a manner so that any amount or benefit payable hereunder shall be paid or provided in a manner that is either exempt from or compliant with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and applicable Internal Revenue Service guidance and Treasury Regulations issued thereunder. Nevertheless, the tax treatment of the benefits provided under the Agreement is not warranted or guaranteed. Neither the Company nor its directors, officers, employees or advisers shall be held liable for any taxes, interest, penalties or other monetary amounts owed by Employee as a result of the application of Section 409A of the Code.

(b) Separation from Service. For purposes of the Agreement, the term "termination," when used in the context of a condition to, or the timing of, a payment hereunder, shall be interpreted to mean a "separation from service" as such term is used in Section 409A of the Code.

(c) Six Month Delay in Certain Circumstances. Notwithstanding anything in this Agreement to the contrary, if any amount or benefit that would constitute non-exempt "deferred compensation" for purposes of Section 409A of the Code ("Non-Exempt Deferred

Compensation") would otherwise be payable or distributable under this Agreement by reason of Employee's separation from service during a period in which Employee is a Specified Employee (as defined below), then, subject to any permissible acceleration of payment by the Company under Treas. Reg. Section 1.409A-3(j)(4)(ii)(domestic relations order), (j)(4)(iii) (conflicts of interest), or (j)(4)(vi)(payment of employment taxes):

(i) the amount of such Non-Exempt Deferred Compensation that would otherwise be payable during the six-month period immediately following Employee's separation from service will be accumulated through and paid or provided on the first day of the seventh month following Employee's separation from service (or, if Employee dies during such period, within thirty (30) days after Employee's death) (in either case, the Required Delay Period"); and

(ii) the normal payment or distribution schedule for any remaining payments or distributions will resume at the end of the Required Delay Period.

For purposes of this Agreement, the term "Specified Employee" has the meaning given such term in Code Section 409A and the final regulations thereunder.

(d) Timing of Release of Claims. Whenever in this Agreement a payment or benefit is conditioned on Employee's execution of a release of claims, such release must be executed and all revocation periods shall have expired within sixty (60) days after the date of termination; failing which such payment or benefit shall be forfeited. If such payment or benefit constitutes Non-Exempt Deferred Compensation, and if such 60-day period begins in one calendar year and ends in the next calendar year, the payment or benefit shall not be made or commence before the second such calendar year, even if the release becomes irrevocable in the first such calendar year. In other words, Employee is not permitted to influence the calendar year of payment based on the timing of his/her signing of the release.

4. Section 13, which existed in the Agreement prior to the Non-Compete Amendment, remains in full force and effect and becomes Section 14 in the amended Agreement.

5. This Non-Compete Amendment is hereby incorporated into the Agreement. Except as expressly amended by this Non-Compete Amendment, all provisions of the Agreement shall remain in full force and effect.

6. This Non-Compete Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

7. The parties acknowledge that this Non-Compete Amendment is a written instrument and that by their signatures below they are agreeing to the terms and conditions contained in this Non-Compete Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Non-Compete Amendment as of the date first above written.

EQT Corporation	Employee:
By: /s/Charlene Petrelli	/s/Brian P. Pietrandrea
Name: Charlene Petrelli	Brian P. Pietrandrea

Title: Vice President &
Chief Human Resources Officer

EXHIBIT 10.4

THIRD AMENDMENT TO CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION AGREEMENT

THIS THIRD AMENDMENT TO CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION AGREEMENT ("Non-Compete Amendment") is made effective as of August 20, 2019 (the "Effective Date"), by and between Equitrans Midstream Corporation (together with its subsidiary companies, the "Company") and Brian P. Pietrandrea ("Employee") and amends the Confidentiality, Non-Solicitation and Non-Competition Agreement, dated as of March 7, 2013, by and between the Company and Employee which was amended by the Amendment to Confidentiality, Non-Solicitation and Non-Competition Agreement dated January 1, 2014 and by the Second Amendment to Confidentiality, Non-Solicitation and Non-Competition Agreement dated January 1, 2015.

WITNESSETH:

WHEREAS, the Company and Employee entered into the Confidentiality, Non-Solicitation and Non-Competition Agreement on or about March 7, 2013 and the Company and Employee agreed to amend the Confidentiality, Non-Solicitation and Non-Competition Agreement by entering into the Amendment to Confidentiality, Non-Solicitation and Non-Competition Agreement dated January 1, 2014 and the Second Amendment to Confidentiality, Non-Solicitation and Non-Competition Agreement dated January 1, 2015 (collectively, the "Agreement");

WHEREAS, the Agreement authorized the parties to amend the Agreement by a written instrument signed by both parties;

WHEREAS, the Company and Employee express their intent to modify the Agreement in accordance with the terms of this Non-Compete Amendment and to incorporate this Non-Compete Amendment into the Agreement;

WHEREAS, Employee understands that his receipt of an increased percentage in awards under the Equitrans Midstream Corporation 2019 Short-Term Incentive Plan (the "Short-Term Incentive Plan) and the Equitrans Midstream Corporation 2018 Long-Term Incentive Plan (the "Long-Term Incentive Plan") will not be effective unless he accepts the terms and conditions of this Non-Compete Amendment no later than 45 days after the Effective Date;

NOW, THEREFORE, the Company and Employee, intending to be legally bound, hereby agree as follows:

1. On the Effective Date, the Company increased the percentage of award under the Short-Term Incentive Plan, to be effective on August 20, 2019 and increased the percentage of award under the Long-Term Incentive Plan, to be effective on January 1, 2020. Such increases are effective only if Employee accepts the terms and conditions of this Non-Compete Amendment no later than 45 days after the Effective Date.
2. The parties agree to amend the Agreement by deleting Section 1 of the Agreement and substituting the following:
    1. Restrictions on Competition and Solicitation. While the Employee is employed by the Company and for a period of twelve (12) months after the date of Employee's termination of employment with the Company for any reason Employee will not, directly or indirectly, expressly or tacitly, for himself/herself or on behalf of any entity conducting business anywhere in the

Restricted Territory (as defined below): (i) act in any capacity for any business in which his/her duties at or for such business include oversight of or actual involvement in providing services which are competitive with the services or products being provided or which are being produced or developed by the Company, or were under investigation by the Company within the last two (2) years prior to the end of Employee's employment with the Company, (ii) recruit investors on behalf of an entity which engages in activities which are competitive with the services or products being provided or which are being produced or developed by the Company, or were under investigation by the Company within the last two (2) years prior to the end of Employee's employment with the Company, or (iii) become employed by such an entity in any capacity which would require Employee to carry out, in whole or in part, the duties Employee has performed for the Company which are competitive with the services or products being provided or which are being produced or developed by the Company, or were under active investigation by the Company within the last two (2) years prior to the end of Employee's employment with the Company. Notwithstanding the foregoing, the Employee may purchase or otherwise acquire up to (but not more than) 1% of any class of securities of any enterprise (but without otherwise participating in the activities of such enterprise) if such securities are listed on any national or regional securities exchange or have been registered under Section 12(g) of the Securities Exchange Act of 1934. This covenant shall apply to any services, products or businesses under investigation by the Company within the last two (2) years prior to the end of Employee's employment with the Company only to the extent that Employee acquired or was privy to confidential information regarding such services, products or businesses. Employee acknowledges that this restriction will prevent Employee from acting in any of the foregoing capacities for any competing entity operating or conducting business within the Restricted Territory and that this scope is reasonable in light of the business of the Company.

Restricted Territory shall mean: (i) the entire geographic location of any natural gas and oil play in which the Company owns, operates or has contractual rights to purchase natural gas-related assets (other than commodity trading rights and pipeline capacity contracts on non-affiliated or third-party pipelines), including but not limited to, storage facilities, interstate pipelines, intrastate pipelines, intrastate distribution facilities, liquefied natural gas facilities, propane-air facilities or other peaking facilities, and/or processing or fractionation facilities; or (ii) the entire geographic location of any natural gas and oil play in which the Company owns proved, developed and/or undeveloped natural gas and/or oil reserves and/or conducts natural gas or oil exploration and production activities of any kind; or (iii) the entire geographic location of any natural gas and oil play in which the Company has decided to make or has made an offer to purchase or lease assets for the purpose of conducting any of the business activities described in subparagraphs (i) and (ii) above within the six (6) month period immediately preceding the end of the Employee’s employment with the Company provided that Employee had actual knowledge of the offer or decision to make an offer prior to Employee’s separation from the Company. For geographic locations of natural gas and oil plays, refer to the maps produced by the United States Energy Information Administration located at www.eia.gov/maps.

Employee agrees that for a period of twelve (12) months following the termination of Employee's employment with the Company for any reason, including without limitation termination for cause or without cause, Employee shall not, directly or indirectly, solicit the business of, or do business with: (i) any customer that Employee approached, solicited or accepted business from on behalf of the Company, and/or was provided confidential or proprietary information about while employed by the Company within the one (1) year period preceding Employee's separation from the Company; and (ii) any prospective customer of the Company who

was identified to or by the Employee and/or who Employee was provided confidential or proprietary information about while employed by the Company within the one (1) year period preceding Employee's separation from the Company, for purposes of marketing, selling and/or attempting to market or sell products and services which are the same as or similar to any product or service the Company offers within the last two (2) years prior to the end of Employee's employment with the Company, and/or, which are the same as or similar to any product or service the Company has in process over the last two (2) years prior to the end of Employee's employment with the Company to be offered in the future.

While Employee is employed by the Company and for a period of twelve (12) months after the date of Employee's termination of employment with the Company for any reason, Employee shall not (directly or indirectly) on his/her own behalf or on behalf of any other person or entity solicit or induce, or cause any other person or entity to solicit or induce, or attempt to solicit or induce, any employee, consultant, vendor or independent contractor to leave the employ of or engagement by the Company or its successors, assigns or affiliates, or to violate the terms of their contracts with the Company.

3. The parties agree to amend the Agreement by deleting Section 3 of the Agreement and substituting the following:

3. Severance Benefit. If the Employee's employment is terminated by the Company for any reason other than Cause (as defined below), the Company shall provide Employee with the following:

(a) Continuation of Employee's base salary in effect at the time of such termination for a period of twelve (12) months from the date thereof. Such salary continuation payments will be in accordance with the Company's payroll practices;

(b) A lump sum payment payable within 60 days following Employee's termination date equal to the product of (i) twelve (12) and (ii) 100% of the then-current Consolidated Omnibus Budget Reconciliation Act of 1985 monthly rate for family coverage; and

(c) A lump sum payment payable within 60 days following Employee's termination date equal to $15,000.00.

The lump sum payments and salary continuation payments provided under this Section 3 shall be subject to applicable tax and payroll withholdings, and shall be in lieu of any payments and/or benefits to which the Employee would otherwise be entitled under the Equitrans Midstream Corporation Severance Pay Plan (as amended from time to time). The Company's obligation to provide the lump sum payments and salary continuation payments shall be contingent upon the following:

(a) Employee's execution of a release of claims in a form acceptable to the Company; and

(b) Employee's compliance with his/her obligations hereunder, including, but not limited to, Employee's obligations set forth in Sections 1 and 2.

Solely for purposes of this Agreement, "Cause" shall include: (i) the conviction of a felony, a crime of moral turpitude or fraud or having committed fraud, misappropriation or embezzlement in connection with the performance of his/her duties hereunder; (ii) willful and repeated failures to

substantially perform his/her assigned duties; or (iii) a violation of any provision of this Agreement or express significant policies of the Company.

4. The parties agree to amend the Agreement by deleting Section 6 of the Agreement and substituting the following:

1. Injunctive Relief and Attorneys' Fees. The Employee stipulates and agrees that any breach of this Agreement by the Employee will result in immediate and irreparable harm to the Company, the amount of which will be extremely difficult to ascertain, and that the Company could not be reasonably or adequately compensated by damages in an action at law. For these reasons, the Company shall have the right, without objection from the Employee, to obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Company against, or on account of, any breach by the Employee of the provisions of Sections 1 and 2 hereof. In the event the Company obtains any such injunction, order, decree or other relief, in law or in equity, (i) the duration of any violation of Section 1 shall be added to the twelve (12) month restricted period specified in Section 1, and (ii) the Employee shall be responsible for reimbursing the Company for all costs associated with obtaining the relief, including reasonable attorneys' fees and expenses and costs of suit. Such right to equitable relief is in addition to the remedies the Company may have to protect its rights at law, in equity or otherwise.

5. This Non-Compete Amendment is hereby incorporated into the Agreement. Except as expressly amended by this Non-Compete Amendment, all provisions of the Agreement shall remain in full force and effect.

6. This Non-Compete Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

7. The parties acknowledge that this Non-Compete Amendment is a written instrument and that by their signatures below they are agreeing to the terms and conditions contained in this Non-Compete Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Non-Compete Amendment as of the date first above written.

Equitrans Midstream Corporation

By: /s/ Anne M. Naqi
(Signature)

Brian Pietrandrea:

/s/ Brian P. Pietrandrea
(Signature)

Address:

[***]

[***]

Exhibit 31.1

CERTIFICATION

I, Thomas F. Karam, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of EQM 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 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) 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. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    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 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: November 5, 2019

EQM Midstream Partners, LP

/s/ THOMAS F. KARAM

Thomas F. Karam

Chief Executive Officer, EQGP Services, LLC, the registrant's General Partner

Exhibit 31.2

CERTIFICATION

I, Kirk R. Oliver, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of EQM 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 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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) 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. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    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 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: November 5, 2019

EQM Midstream Partners, LP

/s/ KIRK R. OLIVER

Kirk R. Oliver

Senior Vice President and Chief Financial Officer, EQGP Services, LLC, the registrant's General Partner

Exhibit 32

CERTIFICATION

In connection with the Quarterly Report of EQM Midstream Partners, LP ("EQM") on Form 10-Q for the period ended September 30, 2019, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned certify pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(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 EQM.

/s/ THOMAS F. KARAM — November 5, 2019

Thomas F. Karam
Chief Executive Officer, EQGP Services, LLC, EQM's General Partner

/s/ KIRK R. OLIVER — November 5, 2019

Kirk R. Oliver
Senior Vice President and Chief Financial Officer, EQGP Services, LLC, EQM's General Partner