

MANAGEMENT OF THE COMPANY

ARTICLE VI

6.1 Management by the Members. The management of the Company is fully vested in the Members, acting exclusively in their membership capacities. To facilitate the orderly and efficient management of the Company, the Members shall act (a) collectively through meetings as a “committee of the whole” (hereinafter referred to as the “**Management Committee**”) pursuant to Section 6.2, or (b) through the unanimous written delegation of certain responsibilities and authority to a designated Member or Officer. Except as may be expressly delegated pursuant to clause (b) above, the Management Committee has the full, exclusive and complete power and authority of the Company. Unless otherwise set forth herein, no Member shall have the authority or power to act for or on behalf of the Company, or to do any act that would be binding on the Company, or to incur any obligation or make any expenditure on behalf of the Company, except and only to the extent expressly so authorized in a written resolution approved by the Management Committee in accordance with this Agreement.

6.2 **Management Committee.** Decisions or actions taken by the Management Committee in accordance with the provisions of this Agreement shall constitute decisions or actions by the Company and shall be binding on each Member, Representative, Officer and employee of the Company. The Management Committee shall conduct its affairs in accordance with the following provisions and the other provisions of this Agreement:

(a) **Representatives.**

(i) **Designation.** To facilitate the orderly and efficient conduct of Management Committee meetings, each Member shall notify the other Members, from time to time, of the identity of (1) one of its officers, employees or agents who will represent it and vote its Membership Interests at such meetings (a “**Representative**”), and (2) one of its officers, employees or agents who will represent it and vote its Membership Interests at any meetings that the Member’s Representative is unable to attend (an “**Alternate Representative**”). (The term “Representative” shall also refer to any Alternate Representative that is actually performing the duties of the applicable Representative). The current Representative and Alternate Representative of each Member are set forth on Exhibit A. A Member may designate a different Representative or Alternate Representative for any meeting of the Management Committee by so notifying each of the other Members prior to such meeting; *provided, however*, that if giving such advance notice is not feasible, then such new Representative or Alternate Representative shall present written evidence of his or her authority at the commencement of such meeting. Unless approved unanimously by the Members, no compensation shall be paid by the Company to any Person in his capacity as a Representative or Alternate Representative.

(ii) **Authority.** Each Representative shall have the full authority to act on behalf of the Member that designated such Representative; the action of a Representative at a meeting (or through a written consent) of the Management

Committee shall bind the Member that designated such Representative; and the other Members shall be entitled to rely upon such action without further inquiry or investigation as to the actual authority (or lack thereof) of such Representative. In addition, the act of an Alternate Representative shall be deemed the act of the Representative for which such Alternate Representative is acting, without the need to produce evidence of the absence or unavailability of such Representative.

(iii) **DISCLAIMER OF DUTIES; INDEMNIFICATION.** EACH REPRESENTATIVE SHALL REPRESENT, AND OWE DUTIES TO, ONLY THE MEMBER THAT DESIGNATED SUCH REPRESENTATIVE (THE NATURE AND EXTENT OF SUCH DUTIES BEING AN INTERNAL CORPORATE OR ORGANIZATIONAL AFFAIR OF SUCH MEMBER), AND NOT TO THE COMPANY, ANY OTHER MEMBER OR REPRESENTATIVE, OR ANY OFFICER OR EMPLOYEE OF THE COMPANY. THE COMPANY SHALL INDEMNIFY, PROTECT, DEFEND, RELEASE AND HOLD HARMLESS EACH REPRESENTATIVE FROM AND AGAINST ANY LOSSES, OTHER THAN LOSSES ARISING FROM CLAIMS ASSERTED BY OR ON BEHALF OF THE MEMBER THAT DESIGNATED SUCH REPRESENTATIVE, THAT ARISE OUT OF, RELATE TO OR ARE OTHERWISE ATTRIBUTABLE TO, DIRECTLY OR INDIRECTLY, ACTIONS TAKEN BY SUCH REPRESENTATIVE WITHIN ITS SCOPE OF AUTHORITY AS SET FORTH IN SECTION 6.2(a)(ii).

(iv) **Attendance.** Each Member shall use all reasonable efforts to cause its Representative or Alternate Representative to attend each meeting of the Management Committee, unless its Representative is unable to do so because of an event of Force Majeure, in which event such Member shall use all reasonable efforts to cause its Representative or Alternate Representative to participate in the meeting either in person or in accordance with Section 6.2(h).

(b) **Chairman.** One of the Representatives will be designated as Chairman of the Management Committee, in accordance with this Section 6.2(b), to preside over meetings of the Management Committee. Unless the Management Committee unanimously decides otherwise, the Chairman shall be the Representative of the Member and its Affiliates who has the largest Membership Interest.

(c) **Procedures.** The Secretary of the Management Committee shall maintain written minutes of each of its meetings, which shall be submitted for approval by each Member within forty-five (45) Business Days after each meeting. Promptly after receiving each Member's comments (if any), the Secretary shall distribute a final revised copy of such minutes to each Member. The Management Committee may adopt whatever rules and procedures relating to its activities as it may deem appropriate, *provided* that such rules and procedures shall not be inconsistent with or violate the provisions of this Agreement, the Delaware Act or other applicable Laws.

(d) **Time and Place of Meetings.** The Management Committee shall meet semi-annually, subject to more or less frequent meetings upon approval of the Management Committee. Written notice of, and an agenda for, all Management Committee meetings, including meetings held pursuant to Section 6.2(h), shall be delivered by the Secretary to each Representative at least five (5) Business Days prior to the date of each meeting, together with proposed minutes of the previous Management Committee meeting (if such minutes have not been previously ratified). Special meetings of the Management Committee may be called at such times, and in such manner, as any Member deems necessary. Any Member calling for any such special meeting shall notify the Secretary in writing, who in turn shall deliver written notice of the date and agenda for such meeting to each Representative at least five (5) Business Days prior to the date of such meeting. Any notification period set forth in this Section 6.2(d) may be shortened upon the approval of the Management Committee acting through a Unanimous Interest. All meetings of the Management Committee shall be held at the principal office of the Company, or at such other place within or without the state of Delaware as shall be specified or fixed in any notice of such meetings provided by the Secretary. Representatives shall either attend a meeting of the Management Committee in person or in accordance with Section 6.2(h). Attendance of a Representative at a meeting of the Management Committee shall constitute a waiver of notice of such meeting, except where such Representative attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not called or convened in accordance with the provisions of this Agreement.

(e) **Quorum.** The presence in person or by proxy of a Representative for each Member that is not a Challenging Member or a Withdrawn Member shall constitute a quorum for the transaction of business at any meeting of the Management Committee. No Member shall fail to attend a properly noticed meeting, other than as a result of Force Majeure, and if any Member breaches this provision (a “**Non-Attending Member**”), such Member shall be deemed to be present for the purpose of determining whether there is a quorum. With respect to any resolution voted upon at any such meeting, any Non-Attending Member shall be recorded as not present but deemed to have voted in accordance with the majority of the votes on such resolution. No proposal shall be put to a vote of the Management Committee unless it has been listed on the agenda for such meeting. Notwithstanding the foregoing sentence, proposals not included on an agenda may be put to a vote of the Management Committee if the Representatives (or Alternative Representatives) of all Members are present at a meeting and the Representatives (or Alternative Representatives) of such Members unanimously agree to vote on such additional proposals; it being understood that any such proposals shall not be deemed approved unless the required voting thresholds for such proposals are met.

(f) **Voting.**

(i) **Voting by Membership Interests; Voting Thresholds.** Except as provided otherwise in this Agreement, voting shall be according to the Members’ respective Membership Interests; *provided*, that, so long as a Member is not in Default or a Bankrupt Member, a Member shall have the right to Transfer (including, for the avoidance of doubt, transfer, separate, divide or split) control

of all or any portion of its voting rights in its Membership Interests to, between or among its Affiliates that are different in proportion to the respective ownership interest portion of the Membership Interests held by any such Affiliate. Set forth below are definitions of the principal voting thresholds that are required to approve certain actions:

(A) **“Unanimous Interest”** means 100% of the Membership Interests of all of the Members of the Company; it being understood that if the Company has multiple Members and one or more of the Members is excluded from voting hereunder, a Unanimous Interest shall only require the vote of the Members eligible to vote;

(B) **“Supermajority Interest”** means two or more Members that are not Affiliates holding among them at least 71% of all of the Membership Interests of the Company; it being understood that if the Company has only two Members and one Member is excluded from voting hereunder, a Supermajority Interest shall only require the vote of the single Member eligible to vote; and

(C) **“Majority Interest”** means two or more Members that are not Affiliates holding among them at least 60% of all of the Membership Interests of the Company; it being understood that if the Company has only two Members and one Member is excluded from voting hereunder, a Majority Interest shall only require the vote of the single Member eligible to vote.

(ii) **DISCLAIMER OF DUTIES. WITH RESPECT TO ANY VOTE, CONSENT OR APPROVAL AT ANY MEETING OF THE MANAGEMENT COMMITTEE OR OTHERWISE UNDER THIS AGREEMENT, EACH MEMBER MAY GRANT OR WITHHOLD SUCH VOTE, CONSENT OR APPROVAL (A) IN ITS SOLE AND ABSOLUTE DISCRETION, (B) WITH OR WITHOUT CAUSE, (C) SUBJECT TO SUCH CONDITIONS AS IT SHALL DEEM APPROPRIATE, AND (D) WITHOUT TAKING INTO ACCOUNT THE INTERESTS OF, AND WITHOUT INCURRING LIABILITY TO, THE COMPANY, ANY OTHER MEMBER OR REPRESENTATIVE, OR ANY OFFICER OR EMPLOYEE OF THE COMPANY. THE PROVISIONS OF THIS SECTION 6.2(f)(ii) SHALL APPLY NOTWITHSTANDING THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY OF A MEMBER OR ITS REPRESENTATIVE.**

(iii) **Exclusion of Certain Members and Their Membership Interests.** If any Member including a Challenging Member, is excluded for any reason from voting hereunder, (1) for purposes of such vote and only with respect to such vote, such Member’s Membership Interest shall be deemed allocated among the remaining Members entitled to vote in the proportion that each

remaining Member's Membership Interest bears to the total Membership Interest of all remaining Members; and (2) such Member shall have the right to attend Management Committee meetings but shall not be entitled to participate in any deliberations with respect to any vote taken thereat.

(g) **Action by Written Consent.** Notwithstanding anything in this Agreement to the contrary, any action required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting, without prior notice, and without a vote if a consent or consents in writing, setting forth the action to be taken, is signed by all of the Representatives entitled to vote the Membership Interests that would be required to approve such action at a meeting of the Management Committee at which all of the Representatives entitled to vote on such action were represented and voted. The Secretary shall promptly notify all Members of any action approved pursuant to one or more consents as set forth in this Section 6.2(g).

(h) **Meetings by Telephone.** The Representatives may participate in and hold such meeting by means of conference telephone, videoconference or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a Representative participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not called or convened in accordance with the provisions of this Agreement.

(i) **Proxies.** A Representative may vote either in person or by proxy executed in writing by such Representative; *provided, however,* that such proxy may not be given to another Member's Representative. Proxies for use at any meeting of the Representatives or in connection with the taking of any action by written consent shall be filed with the Secretary before or at the time of the meeting.

(j) **Matters Requiring Management Committee Approval.** Notwithstanding any provision of this Agreement to the contrary, none of the following actions may be taken by, or on behalf of, the Company without first obtaining the vote or written consent pursuant to Section 6.2(g) of the Management Committee described below:

(i) **Unanimous Interest.** The following actions shall require the vote of a Unanimous Interest:

(A) dissolution of the Company pursuant to Section 10.1 or the filing of any bankruptcy or reorganization petition on behalf of the Company and acquiescence in such a petition filed by others;

(B) approval of the Company's execution of, assignment of, and any amendment to, waiver of, or termination of the Operating Agreement or any other Affiliate Contract (unless such Affiliate Contract is (x) contemplated by the Operating Budget or Capital Budget or (y) entered into in the ordinary course of business and in an arms-length

manner); *provided*, that, for the avoidance of doubt, the Operating Agreement, dated the Effective Date, has been approved by each of the Members;

(C) removal of the Company's Service Provider or appointment of a replacement Service Provider;

(D) changing the Company's name or business purpose set forth in Section 2.2;

(E) converting the structure of the Company from a limited liability company to another entity type;

(F) except for collection actions, the institution of litigation, arbitration, or similar proceedings against Persons other than any Member or any Affiliate of any Member at a cost to the Company which could reasonably be expected to exceed \$500,000;

(G) settlement of any litigation, arbitration or similar proceedings against any Person (other than any Member or any Affiliate of any Member) or the Company for an amount in excess of \$500,000;

(H) approval of the merger, consolidation, or participation in a share exchange or other statutory reorganization with, or voluntary or involuntary sale, exchange, assignment, transfer, conveyance, bequest, devise, merger, consolidation, gift or any other alienation, with or without consideration, of all or substantially all of the assets of the Company to, any Person;

(I) authorization of a transaction involving a lease or similar arrangement which either (1) involves an asset with a Fair Market Value of more than \$10,000,000 or (2) could reasonably be expected to result in annual payments of more than \$5,000,000;

(J) acceptance of non-cash Contributions from any Member and determining the Fair Market Value thereof;

(K) approval of the purchase of any insurance policy to be held by the Company or the cancellation of any insurance policy then held by the Company, unless a renewal of an existing policy or otherwise required by applicable Law or other agreement;

(L) except for the 2017 Member Loan Agreement or approvals of notices to draw on the lines of credit under the 2017 Member Financing Agreement, incurring any debt obligation of the Company through long term or short term borrowing;

(M) changes to the amount of Member Reserve Funds of \$2,000,000;

(N) hiring or termination of any employees of the Company;

(O) appointment or removal of the Company's independent auditor; it being understood that prior to the first (1st) anniversary of the execution of this Agreement, the Management Committee shall appoint the Company's initial independent auditor;

(P) appointment or removal of any independent auditor that the Company has the right to appoint pursuant to Section 5.2 of the Operating Agreement;

(Q) amendment of this Agreement or the Certificate of Formation of the Company, except as otherwise provided by this Agreement;

(R) designation of the Officers of the Company; *provided*, that, notwithstanding anything to the contrary in this Agreement, the initial Officers of the Company are set forth on Exhibit B and shall not require any further approval under this Agreement;

(S) removal of any Officer of the Company;

(T) decision to appoint a Person other than the Service Providing Member to be the Tax Reporting Member pursuant to Section 7.1(c) and designation of a replacement Tax Reporting Member; *provided, however*, that if a Member is the Tax Reporting Member, such Member shall not be entitled to vote on the matter contained in this Section 6.2(j)(i)(T), unless such vote concerns the designation of a replacement Tax Reporting Member and such Member is being replaced for reasons other than pursuant to Section 7.1(c);

(U) decision to shorten any required notification period set forth in this Agreement for the holding of semi-annual or special Management Committee Meetings;

(V) approval of banking resolutions, including designation of Persons that may (1) sign checks and other orders for the payment of money by the Company; (2) sign contracts and other instruments or documents in the name of the Company; and (3) endorse checks and other orders for the payment of money made payable to the Company;

(W) decision to make any election to, or take any action that could, change the tax characterization of the Company as a partnership;

(X) selling or registering securities of the Company for a public offering;

(Y) admitting any new Member via an issuance of new Membership Interests;

(Z) making any modifications to the Pension Plan; *provided*, that, notwithstanding anything to the contrary in this Agreement, each of the Members agrees that an amendment to the Pension Plan in order to close out the Company's historical pension liability under the Pension Plan, including the offering of a lump sum to the vested deferred employees and meeting other associated costs of closure of the Pension Plan, up to the maximum amount allowed under the Tariff Settlement Agreement, has been approved and shall not require approval by a Unanimous Interest;

(AA) approval of agreements for connections into or out of the System, expansion of the System or segment capacity of the System, and shutdowns (other than temporary shutdowns for purposes of maintenance) or idling of segments of the System;

(BB) approval of tariff filings, joint tariff and other tariff agreements, tariff settlement agreements and shipper charges; and

(CC) approval of the amount of a required or permitted Capital Contribution.

(ii) **Supermajority Interest**. The following actions shall require the vote of a Supermajority Interest:

(A) approval of the Operating Budget and the Capital Budget, or any amendment or modification thereto; *provided*, that, notwithstanding anything to the contrary in this Agreement, the Operating Budget and Capital Budget attached as Exhibit B to the Operating Agreement, dated the Effective Date, shall not require any further approval;

(B) approval of notice to draw on the Member lines of credit under the 2017 Member Financing Agreement;

(C) determining the amount of Available Cash to distribute under Section 5.3;

(D) acquisition of another business or line of business where the consideration is to exceed \$10,000,000;

(E) renewal of any outstanding Company insurance policy, unless required by applicable Law or other agreement;

(F) approval of any amendment or revision to the Operating Budget or Capital Budget to reflect an increase in the then current total of such budget;

(G) public representations, announcements, press releases or press briefings concerning the Company that specifically name a Member, except that a Member shall have the right to report events as required by applicable Law or required to be disclosed (x) by the rules or requirements of any stock or commodity exchange or quotation system to which the Member or its Affiliates, including any Qualified MLP, are subject or (y) in any registration statements or reports filed by the Member or its Affiliates, including any Qualified MLP, with the Securities and Exchange Commission;

(H) making any modifications to the Finance Policy;

(I) approval to make distributions more frequently than on a quarterly basis;

(J) any quarterly changes to increase cash reserves above \$2,000,000 prior to distributions being made to Members;

(K) decision to reduce the 30-day period in which payments of Capital Contributions must be made;

(L) decision to change the Company's principal office, registered agent or registered office;

(M) approval of the submission of any dispute by the Company under the Operating Agreement to the dispute resolution process set forth therein and any other matters necessary to conduct such process; it being understood that if such matter does not receive the vote of a Supermajority Interest, any Member may submit the submission of a dispute by the Company under the Operating Agreement to the dispute resolution process set forth therein as a Dispute pursuant to Section 12.13;

(N) approval by the Company to assert a claim for indemnification against a Service Provider, to declare a Service Provider to be in default under the Operating Agreement or to initiate negotiation under Section 3.6 of the Operating Agreement; it being understood that if such matter does not receive the vote of a Supermajority Interest, any Member may submit the assertion of a claim for indemnification against a Service Provider, to declare a Service Provider to be in default under the Operating Agreement or to initiate negotiation under Section 3.6 of the Operating Agreement as a Dispute pursuant to Section 12.13;

(O) decision to settle any audit, inquiry or other proceeding in respect of taxes; and

(P) any decision to make any U.S. federal income tax election.

(iii) **Majority Interest.** The following actions shall require the vote of a Majority Interest:

(A) approval of any action that requires the approval of the Management Committee but does not expressly require the approval of a Unanimous Interest or a Supermajority Interest;

(B) unless otherwise set forth herein or other expenditure deemed approved by Company under the Operating Agreement, approval of any expenditures not included in the Operating Budget or Capital Budget; and

(C) any other action that requires the approval of a Majority Interest hereunder.

If the Management Committee is unable to agree on a course of action pursuant to Section 6.2(j)(ii)(M) or Section 6.2(j)(ii)(N), then the Members shall resolve such dispute in accordance with Section 12.13, and the Members shall cause the Company to act in accordance with such resolution; *provided*, that, notwithstanding anything to the contrary in this Agreement, in no event shall (i) any such resolution require the Members to make a Capital Contribution to the Company unless approved in accordance with Section 4.1, or (ii) enable the Company to terminate the Operating Agreement.

(k) **Committees of the Management Committee.**

(i) **Creation.** The Management Committee may create such subcommittees, and delegate to such subcommittees such authority and responsibility, and rescind any such delegations, as it may deem appropriate.

(ii) **Procedure; Meetings; Quorum.** Any committee designated in accordance with this Section 6.2(k) shall choose its own chairman and secretary, shall keep regular minutes of its proceedings and report the same to the Management Committee when requested, shall fix its own rules or procedures, and shall meet at such times and at such place or places as may be provided by such rules or procedures, or by resolution of such committee or Management Committee. At every meeting of any such committee, the presence of a majority of all the members of such committee shall constitute a quorum, and the affirmative vote of a majority of the members present shall be necessary for the adoption of any committee resolution.

6.3 **Officers.** A Unanimous Interest may designate one or more Persons to be Officers of the Company; *provided*, that, notwithstanding anything to the contrary in this Agreement, the initial Officers of the Company are set forth on Exhibit B and shall not require any further approval under this Agreement. Such Officers may include Vice Presidents, a Treasurer, Assistant Treasurer(s), a Secretary, Assistant Secretary(s) and such other Officers as a Unanimous Interest may from time to time elect or appoint. No Officer need be a resident of the

State of Delaware nor a Member. Each Officer shall hold office until his successor shall be duly designated and shall qualify to hold such office, or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Unless a Unanimous Interest directs otherwise, the assignment of the title set forth below shall constitute the delegation to such Officer of the authority and duties set forth below:

(a) **Vice Presidents.** Each Vice President shall have such authority as may be specifically delegated by a Unanimous Interest.

(b) **Secretary.** The Secretary shall keep the minutes of the meetings of the Company and shall exercise general supervision over the files of the Company. The Secretary shall give notice of meetings and shall perform other duties commonly incident to such office.

(c) **Assistant Secretary(s).** At the request of the Secretary or in the Secretary's absence or inability to act, the Assistant Secretary(s) shall perform part or all of the Secretary's duties.

(d) **Treasurer.** The Treasurer shall have general supervision of the funds, securities, notes, drafts, acceptances, and other commercial paper and evidences of indebtedness of the Company and shall determine the funds belonging to the Company are kept on deposit in accordance with Section 8.4. The Treasurer shall determine that accurate accounting records are kept, and the Treasurer shall render reports of the same and of the financial condition of the Company to the Management Committee at any time upon request. The Treasurer shall perform other duties commonly incident to such office, including the execution of tax returns.

(e) **Assistant Treasurers.** At the request of the Treasurer or in the Treasurer's absence or inability to act, the Assistant Treasurer(s) shall perform part or all of the Treasurer's duties.

Any Officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Company. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any Officer may be removed either with or without cause, upon approval of a Unanimous Interest. Any vacancy occurring in any office of the Company may be filled by a Unanimous Interest.