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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

August 9, 2024
Date of report (Date of earliest event reported)

ENERGY TRANSFER LP
(Exact name of Registrant as specified in its charter)

Delaware	**1-32740**	**30-0108820**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification Number)**

8111 Westchester Drive, Suite 600
Dallas, Texas 75225
(Address of principal executive offices) (zip code)

(214) 981-0700
(Registrant's telephone number, including area code)

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

☐ Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Units	ET	New York Stock Exchange
9.250% Series I Fixed Rate Perpetual Preferred Units	ETprI	New York Stock Exchange

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

Emerging growth company ☐

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

Item 7.01. Regulation FD Disclosure.

On August 9, 2024, Energy Transfer LP (the "Partnership") issued a press release announcing the pricing of its previously announced underwritten secondary public offering of common units representing limited partner interests (the "common units") of the Partnership by certain of its common unitholders.

A copy of the press release is set forth in Exhibit 99.1 hereto and is incorporated herein by reference. In accordance with General Instruction B.2 of Form 8-K, the information set forth in the attached Exhibit 99.1 is deemed to be "furnished" and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

Item 8.01. Other Events.

On August 9, 2024, the Partnership, WTG Midstream LLC and an affiliate of Stonepeak Infrastructure Partners LP (the "Selling Unitholders"), and Barclays Capital Inc., acting as the underwriter (the "Underwriter"), entered into an underwriting agreement (the "Underwriting Agreement"), pursuant to which the Selling Unitholders agreed to sell to the Underwriter, and the Underwriter agreed to purchase from the Selling Unitholders, subject to and upon the terms and conditions set forth therein, an aggregate of 38,755,996 common units (the "Offering"), at a price to the public of $15.78 per unit. The Offering is registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to the Partnership's effective shelf registration statement on Form S-3 (Registration No. 333-280849), a base prospectus dated July 31, 2024, included as part of the registration statement, and a prospectus supplement, dated August 9, 2024, filed with the Securities and Exchange Commission pursuant to Rule 424(b) under the Securities Act. The Partnership will not receive any proceeds from the sale of common units in the Offering. The Offering is expected to close on or around August 12, 2024, subject to the satisfaction of customary closing conditions.

Certain officers and directors of the Partnership's general partner, LE GP, LLC (such officers and directors, "affiliated purchasers"), have agreed to purchase an aggregate of 3,040,000 common units at the price per common unit paid by the Underwriter to the Selling Unitholders. The Underwriter will not receive any underwriting discounts or commissions under this offering for sales of common units to the affiliated purchasers.

Pursuant to the Underwriting Agreement, the Partnership, the Selling Unitholders and certain directors and officers of the General Partner have agreed not to sell or otherwise dispose of any common units held by them for a period ending 30 days after the date of the Underwriting Agreement without first obtaining the written consent of the Underwriter, subject to certain exceptions.

The Underwriting Agreement includes customary representations, warranties and agreements by the Partnership and the Selling Unitholders and other customary conditions to closing, obligations of the parties and termination provisions. Additionally, under the terms of the Underwriting Agreement, the Partnership and the Selling Unitholders have agreed to indemnify the Underwriter against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the Underwriter may be required to make in respect of these liabilities. The representations, warranties and covenants contained in the Underwriting Agreement were made only for the purposes of the Underwriting Agreement as of specific dates indicated therein, were solely for the benefit of the parties to the agreement and may be subject to limitations agreed upon by such parties.

The Underwriter and its affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the Partnership, the Selling Unitholders and its and their respective affiliates, for which they received or will receive customary fees and expenses. A copy of the Underwriting Agreement is filed as Exhibit 1.1 to this Current Report on Form 8-K and is incorporated by reference herein. The foregoing description of the Underwriting Agreement does not purport to be complete and is qualified in its entirety by reference to such Exhibit 1.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit	Description
1.1+	Underwriting Agreement, dated August 9, 2024, by and among Energy Transfer LP, the selling unitholders named therein and the underwriter named therein.
8.1	Opinion of Vinson & Elkins L.L.P. as to certain tax matters.
99.1	Press Release, dated August 9, 2024.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

+ Certain schedules and similar attachments have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant undertakes to furnish supplemental copies of any of the omitted schedules upon request by the SEC.

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 hereunto duly authorized.

ENERGY TRANSFER LP

By: /s/ Dylan A. Bramhall
Dylan A. Bramhall
Group Chief Financial Officer

Date: August 12, 2024

Exhibit 1.1

Execution Version

ENERGY TRANSFER LP

38,755,996 Common Units

Representing Limited Partner Interests
UNDERWRITING AGREEMENT

August 9, 2024

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

Ladies and Gentlemen:

The unitholders of Energy Transfer LP, a Delaware limited partnership (the "***Partnership***") listed in Schedule 1 hereto (the "***Selling Unitholders***"), propose, severally and not jointly, to sell to Barclays Capital Inc. (the "***Underwriter***") an aggregate of 38,755,996 common units (the "***Offered Units***") representing limited partner interests (the "***Common Units***") of the Partnership, pursuant to this underwriting agreement (this "***Agreement***"), with each Selling Unitholder selling the amount set forth opposite such Selling Unitholder's name on Schedule 1 attached to this Agreement, including an aggregate of 3,040,000 Common Units (the "***Affiliate Units***") to be allocated to certain officers and directors of the General Partner (as defined below) named in Schedule 1 attached to this Agreement (the "***Affiliated Purchasers***").

The general partner of the Partnership is LE GP, LLC, a Delaware limited liability company (the "***General Partner***"). Each of the General Partner and the Partnership is sometimes referred to herein individually as a "***Partnership Entity***" and collectively as the "***Partnership Entities***."

This Agreement is to confirm the agreement among the Partnership, the Selling Unitholders and the Underwriter concerning the purchase of the Offered Units from the Selling Unitholders by the Underwriter.

Section 1. Representations, Warranties and Agreements of the Partnership and the Selling Unitholders.

(i) The Partnership represents and warrants to, and agrees with, the Underwriter that:

(a) *Registration.* A registration statement on Form S-3 (File No. 333-280849) with respect to the Offered Units (i) has been prepared by the Partnership in conformity with the requirements of the Securities Act of 1933, as amended (the "***Securities Act***"), and the rules and regulations (the "***Rules and Regulations***") of the Securities and Exchange Commission (the "***Commission***") thereunder; (ii) has been filed with the Commission under the Securities Act; and (iii) became effective under the Securities Act on July 31, 2024. Copies of such registration statement and any amendment thereto have been delivered by the Partnership to the Selling Unitholders and the Underwriter. As used in this Agreement:

(i) "***Applicable Time***" means 7:15 a.m. (New York City time) on the date of this Agreement, which the Underwriter has informed the Partnership and the Selling Unitholders is a time prior to the time of the first sale of the Offered Units;

(ii) "***Base Prospectus***" means the base prospectus filed as part of the Registration Statement, in the form in which it has most recently been amended on or prior to the date hereof;

(iii) "***Effective Date***" means any date as of which any part of the Registration Statement relating to the Offered Units became, or is deemed to have become, effective under the Securities Act in accordance with the Rules and Regulations;

(iv) "***Issuer Free Writing Prospectus***" means each "free writing prospectus" (as defined in Rule 405 of the Rules and Regulations) prepared by or on behalf of the Partnership or used or referred to by the Partnership in connection with the offering of the Offered Units, if any;

(v) "***Preliminary Prospectus***" means the preliminary prospectus supplement relating to the Offered Units that is filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations and used prior to the filing of the Prospectus, together with the Base Prospectus;

(vi) "***Pricing Disclosure Package***" means, as of the Applicable Time, the Preliminary Prospectus, together with (A) the pricing information identified on Schedule 2 hereto; and (B) any Issuer Free Writing Prospectus filed or used by the Partnership on or before the Applicable Time and identified on Schedule 2 hereto;

(vii) "***Prospectus***" means the prospectus supplement relating to the Offered Units that is first filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations after the Applicable Time, together with the Base Prospectus; and

(viii) "***Registration Statement***" means, collectively, the various parts of the registration statement on Form S-3 (File No. 333-280849), as amended at the time it became effective, including exhibits and financial statements and any information in the prospectus supplement relating to the Offered Units that is filed with the Commission pursuant to Rule 424(b) and deemed part of such registration statement pursuant to Rule 430B of the Rules and Regulations.

Any reference in this Agreement or the exhibits or annexes hereto to the Registration Statement, the Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents incorporated by reference therein pursuant to Form S-3 under the Securities Act as of the date of the Registration Statement, the Preliminary Prospectus or the Prospectus, as the case may be. Any reference to any amendment or supplement to the Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any document filed under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), after the date of such Preliminary

Prospectus or the Prospectus, as the case may be, and incorporated by reference in such Preliminary Prospectus or the Prospectus, as the case may be; and any reference to any amendment to the Registration Statement shall be deemed to include any periodic or current report of the Partnership filed with the Commission pursuant to Section 13(a) or 15(d) of the Exchange Act after the Effective Date that is incorporated by reference in the Registration Statement. The Commission has not issued any order preventing or suspending the use of the Preliminary Prospectus, the Prospectus or any Issuer Free Writing Prospectus or suspending the effectiveness of the Registration Statement, and no proceeding for such purpose or pursuant to Section 8A of the Securities Act has been instituted or, to the knowledge of the Partnership, threatened by the Commission. The Commission has not notified the Partnership of any objection to the use of the form of the Registration Statement.

(b) *Ineligible Issuer*. The Partnership was not at the earliest time after the initial filing of the Registration Statement that the Partnership or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) of the Rules and Regulations) of the Offered Units, is not on the date hereof and will not be on the Delivery Date (as defined below) an "ineligible issuer" (as defined in Rule 405 of the Rules and Regulations) relating to the offering and sale of the Offered Units contemplated by this Agreement. The Partnership has been since the time of initial filing of the Registration Statement and continues to be eligible to use Form S-3 for the offering of the Offered Units.

(c) *Form of Documents*. The Registration Statement conformed and will conform in all material respects on the Effective Date and on the Delivery Date, and any amendment to the Registration Statement filed after the date hereof will conform in all material respects when filed with the Commission, to the requirements of the Securities Act and the Rules and Regulations. The Preliminary Prospectus conformed, and the Prospectus will conform, in all material respects when filed with the Commission pursuant to Rule 424(b) and on the Delivery Date to the requirements of the Securities Act and the Rules and Regulations.

(d) *Registration Statement*. The Registration Statement did not, as of the Effective Date, contain 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; *provided* that no representation or warranty is made as to information contained in or omitted from the Registration Statement in reliance upon and in conformity with written information furnished to the Partnership by or on behalf of the Underwriter specifically for inclusion therein, which information is specified in Section 8(f).

(e) *Prospectus*. The Prospectus will not, as of its date and on the Delivery Date, include an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that no representation or warranty is made as to information contained in or omitted from the Preliminary Prospectus or the Prospectus in reliance upon and in conformity with written information furnished to the Partnership by or on behalf of the Underwriter specifically for inclusion therein, which information is specified in Section 8(f).

(f) *Statements in the Registration Statement and Prospectus*. Each of the statements made by the Partnership (i) in the Registration Statement and any further amendments to the Registration Statement and (ii) in the Preliminary Prospectus or the Prospectus, as applicable, and any further supplements to the Preliminary Prospectus or the Prospectus within the coverage of Rule 175(b) of the Rules and Regulations, including (but not limited to) any statements with respect to future cash distributions of the Partnership, was made with a reasonable basis and in good faith.

(g) *Documents Incorporated by Reference.* The documents incorporated by reference in the Registration Statement, the Preliminary Prospectus or the Prospectus, when they were filed with the Commission and on the Delivery Date, conformed and will conform in all material respects to the requirements of the Exchange Act and the rules and regulations of the Commission thereunder and any further documents filed with the Commission prior to the Delivery Date and incorporated by reference in the Registration Statement, the Preliminary Prospectus or the Prospectus, when filed with the Commission and on the Delivery Date, will conform in all material respects to the requirements of the Exchange Act and the rules and regulations of the Commission thereunder. The documents incorporated by reference in the Registration Statement, the Preliminary Prospectus or the Prospectus did not, and any further documents filed prior to the Delivery Date and incorporated by reference therein will not, when filed with the Commission and on the Delivery Date, in the case of the Registration Statement, contain 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, and in the case of the Preliminary Prospectus or the Prospectus, include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements, in the light of the circumstances under which they were made, not misleading.

(h) *Pricing Disclosure Package*. The Pricing Disclosure Package did not, as of the Applicable Time, include an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that no representation or warranty is made as to information contained in or omitted from the Pricing Disclosure Package in reliance upon and in conformity with written information furnished to the Partnership by or on behalf of the Underwriter specifically for inclusion therein, which information is specified in Section 8(f).

(i) *Issuer Free Writing Prospectus and Pricing Disclosure Package*. Each Issuer Free Writing Prospectus, if any (including, without limitation, any road show that is a free writing prospectus under Rule 433 of the Rules and Regulations), when considered together with the Pricing Disclosure Package as of the Applicable Time, did not include an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(j) *Each Issuer Free Writing Prospectus*. Each Issuer Free Writing Prospectus, if any, conformed or will conform in all material respects to the requirements of the Securities Act and the Rules and Regulations on the date of first use, and the Partnership has complied or will comply with any filing requirements applicable to such Issuer Free Writing Prospectus pursuant to the Rules and Regulations. The Partnership has not made any offer relating to the Offered Units that would constitute an Issuer Free Writing Prospectus without the prior written consent of the Underwriter, except as set forth on Schedule 2 hereto. The Partnership has retained in accordance with the Rules and Regulations all Issuer Free Writing Prospectuses that were not required to be filed pursuant to the Rules and Regulations (it being understood that, as of the date hereof, the Partnership has not retained any Issuer Free Writing Prospectus for the three-year period required thereby).

(k) *Formation and Qualification of the Partnership.* The Partnership has been duly formed and is validly existing in good standing as a limited partnership under the Delaware Revised Uniform Limited Partnership Act, as amended (the "***Delaware LP Act***"), with full partnership power and authority necessary to own or hold its properties and assets and to conduct the businesses in which it is engaged as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus. The Partnership is duly registered or qualified as a foreign limited partnership for the transaction of business under the laws of each jurisdiction listed opposite its name on Annex 1, such jurisdictions being the only jurisdictions in which the ownership or lease of property or the character of business conducted by it makes such qualification or registration necessary, except where the failure to so register or qualify would not (i) have a material adverse effect on the general affairs, management, condition (financial or otherwise), business, prospects, properties, assets, securityholders' equity, capitalization or results of operations of the Partnership and the Subsidiaries (as defined below), taken as a whole (a "***Material Adverse Effect***"), or (ii) subject the limited partners of the Partnership to any material liability or disability.

(l) *Formation and Qualification of the General Partner.* The General Partner has been duly formed and is validly existing in good standing as a limited liability company under the Delaware Limited Liability Company Act, as amended (the "***Delaware LLC Act***"), with full limited liability company power and authority necessary to own or hold its properties and assets, to conduct the businesses in which it is engaged, in each case in all material respects, and to act as general partner the Partnership. The General Partner is duly registered or qualified as a foreign limited liability company for the transaction of business under the laws of each jurisdiction listed opposite its name on Annex 1, such jurisdictions being the only jurisdictions in which the ownership or lease of property or the character of business conducted by it makes such registration or qualification necessary, except where the failure to so register or qualify would not (i) have a Material Adverse Effect or (ii) subject the limited partners of the Partnership to any material liability or disability.

(m) *Ownership of the General Partner*. Kelcy L. Warren beneficially owns approximately 81.2% and Ray C. Davis beneficially owns approximately 18.8% of the issued and outstanding membership interests in the General Partner; such membership interests have been duly authorized and validly issued in accordance with the Second Amended and Restated Limited Liability Company Agreement of LE GP, LLC, dated as of October 19, 2018 (as amended, the "***General Partner LLC Agreement***"), and are fully paid (to the extent required by the General Partner LLC Agreement) and non-assessable (except as such non-assessability may be limited by Sections 18-607 and 18-804 of the Delaware LLC Act).

(n) *Ownership of the General Partner Interest.* The General Partner is the sole general partner of the Partnership and owns a 0.1% economic general partner interest in the Partnership; such general partner interest has been duly authorized and validly issued in accordance with the Fourth Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of November 3, 2023 (the "***Partnership Agreement***") and the General Partner owns such general partner interest free and clear of all liens, encumbrances, security interests, equities, charges or claims (collectively, "***Liens***"), except restrictions on transferability set forth in the Partnership Agreement or as included in the Amended and Restated Credit Agreement by and among the Partnership and Wells Fargo Bank, National Association, dated as of April 11, 2022.

(o) *Ownership of Outstanding Common Units and other Equity Securities.* As of the date hereof, the limited partners of the Partnership own (i) 3,422,233,857 Common Units, (ii) 847,026,626 Class A Units, (iii) 687,222,658 Class B Units, (iv) 550,000 Series B Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units ("***Series B Preferred Units***"), (v) 500,000 Series F Fixed-Rate Reset Cumulative Redeemable Perpetual Preferred Units ("***Series F Preferred Units***"), (vi) 1,484,780 Series G Fixed-Rate Reset Cumulative Redeemable Perpetual Preferred Units ("***Series G Preferred Units***"), (vii) 900,000 Series H Fixed-Rate Reset Cumulative Redeemable Perpetual Preferred Units ("***Series H Preferred Units***") and (viii) 41,464,179 Series I Fixed Rate Perpetual Preferred Units ("***Series I Preferred Units***"), collectively representing a 100% limited partner interest in the Partnership. All of such units and the limited partner interests represented thereby have been duly authorized and validly issued in accordance with the Partnership Agreement and are fully paid (to the extent required under the Partnership Agreement) and non-assessable as such non-assessability may be limited by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act.

(p) *Ownership of Sunoco LP*. As of the date hereof, the Partnership owns (i) 28,463,967 common units representing limited partner interests in Sunoco LP, a Delaware limited partnership ("***Sunoco***"), (ii) 100% of the incentive distribution rights of Sunoco ("***IDRs***"), and (iii) a non-economic general partner interest in Sunoco. All of such units, IDRs and the limited partner interests represented thereby have been duly authorized and validly issued in accordance with the Partnership Agreement of Sunoco and are fully paid (to the extent required under the Partnership Agreement of Sunoco) and non-assessable as such non-assessability may be limited by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act.

(q) *Ownership of USA Compression Partners, LP*. As of the date hereof, the Partnership owns (i) 46,056,228 common units representing limited partner interests in USA Compression Partners LP, a Delaware limited partnership ("***USAC***") and (ii) a non-economic general partner interest in USAC. All of such units and the limited partner interests represented thereby have been duly authorized and validly issued in accordance with the Partnership Agreement of USAC and are fully paid (to the extent required under the Partnership Agreement of USAC) and non-assessable as such non-assessability may be limited by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act.

(r) *Valid Issuance of Offered Units.* The Offered Units and the limited partner interests represented thereby to be sold by the Selling Unitholders to the Underwriter pursuant to this Agreement, when delivered to the Underwriter against payment therefor in accordance with the terms of this Agreement, will be validly issued, fully paid (to the extent required under the Partnership Agreement) and non-assessable (except as such non-assessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act); the Offered Units when delivered against payment therefor in accordance with the terms of this Agreement, will conform to the descriptions thereof contained in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(s) *Material Subsidiaries*. Attached hereto as Annex 2 is a listing of each direct or indirect Subsidiary of the Partnership that is a "significant subsidiary" as defined in Rule 1-02 of Regulation S-X as of the date of the Partnership's latest historical financial statements (audited or unaudited) incorporated by reference in the Registration Statement, the Pricing Disclosure Package or the Prospectus (collectively, the "***Material Subsidiaries***").

(t) *No Preemptive Rights, Options or Other Rights.* Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus or for any such rights which have been effectively complied with or waived, (i) no person has the right, contractual or otherwise, to cause the Partnership to issue or register any equity interests in the Partnership or any other Partnership Entity, (ii) there are no statutory or contractual preemptive rights, resale rights, rights of first refusal or other rights to subscribe for or to purchase, nor any restriction upon voting or transfer of, any partnership or membership interests in the Partnership Entities, and (iii) other than the Underwriter, no person has the right to act as an underwriter, or as a financial advisor to the Partnership, in connection with the offer and sale of the Offered Units, in the case of each of the foregoing clauses (i), (ii) and (iii), whether as a result of the filing or the effectiveness of the Registration Statement or the offering or sale of the Offered Units as contemplated thereby or otherwise; and except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there are no outstanding options or warrants to purchase any Common Units, Series B Preferred Units, Series F Preferred Units, Series G Preferred Units, Series H Preferred Units, Series I Preferred Units or other interests in the Partnership.

(u) *Authority.* The Partnership has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and at the Delivery Date, all partnership and limited liability company action, as the case may be, required to be taken by any of the Partnership Entities or any of their securityholders, partners or members for the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement shall have been validly taken.

(v) *Authorization of the Agreement.* This Agreement has been duly authorized and validly executed and delivered by the Partnership.

(w) *Authorization and Enforceability of Other Agreements*.

(i) The General Partner LLC Agreement has been duly authorized, executed and delivered by each of, and is a valid and legally binding agreement of each of General Partner, Kelcy L. Warren and Ray C. Davis, enforceable against each of the General Partner, Kelcy L. Warren and Ray C. Davis, in accordance with its terms; and

(ii) The Partnership Agreement has been, and at the Delivery Date the Partnership Agreement will be, duly authorized, executed and delivered by the General Partner, and the Partnership Agreement is, and at the Delivery Date the Partnership Agreement will be, a valid and legally binding agreement of the General Partner, enforceable against the General Partner in accordance with its terms;

provided that, with respect to each agreement described in Sections 1(i)(w)(i) and (ii) above, the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and *provided, further*, that the indemnity, contribution and exoneration provisions contained in any of such agreements may be limited by federal or state securities laws and public policy.

(x) *No Violations.* None of the execution, delivery and performance of this Agreement by the Partnership and the consummation of the transactions contemplated by this Agreement (i) conflicts or will conflict with or constitutes or will constitute a breach or violation of any provision of the certificate of limited partnership or agreement of limited partnership, certificate of formation or limited liability company or operating agreement or any other organizational or governing documents of any of the Partnership Entities, (ii) conflicts or will conflict with or constitutes or will constitute a breach or violation of, or a default under (or an event which, with notice or lapse of time or both, would constitute such a default), any indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which the Partnership or any of the Subsidiaries is a party or by which any of them or any of their respective properties or assets may be bound, (iii) violates or will violate any statute, law or regulation or any order, judgment, ruling, decree or injunction of any court or governmental agency or body having jurisdiction over the Partnership or any direct or indirect subsidiary of the Partnership (collectively, the "***Subsidiaries***") or any of their assets or properties or (iv) results or will result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of any of the Partnership Entities or any of the Subsidiaries, except with respect to clauses (ii), (iii) or (iv) as would not have a Material Adverse Effect or adversely affect the transactions contemplated by this Agreement.

(y) *No Consents*. No permit, consent, approval, authorization, order, registration, filing or qualification of or with any court, governmental agency or body having jurisdiction over any of the Partnership Entities or any of the Subsidiaries or any of their respective properties or assets (each a "***Consent***") is required in connection with the execution, delivery and performance of this Agreement by the Partnership or the consummation of the transactions contemplated hereby, except for such Consents (i) required under the Securities Act, the Exchange Act, and state securities or Blue Sky laws in connection with the purchase and sale of the Offered Units by the Underwriter, (ii) that have been, or prior to the Delivery Date will be, obtained and (iii) that, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect.

(z) *No Registration Rights*. Except as described in the Registration Statement, the Pricing Disclosure Package, the Prospectus and Schedule 1(z) attached to this Agreement, there are no contracts, agreements or understandings between any of the Partnership Entities and any person granting such person the right to require the Partnership to file a registration statement under the Securities Act with respect to any securities of any of the Partnership Entities owned or to be owned by such person or to require the Partnership to include such securities in the securities registered pursuant to the Registration Statement or in any securities being registered pursuant to any other registration statement filed by any of the Partnership Entities under the Securities Act.

(aa) *Other Sales.* The Partnership has not sold or issued any securities that would be integrated with the offering of the Offered Units contemplated by this Agreement pursuant to the Securities Act, the Rules and Regulations or the interpretations thereof by the Commission.

(bb) *No Material Adverse Change.* Neither the Partnership nor any Subsidiary has sustained, since the date of the latest audited financial statements included or incorporated by reference in the Pricing Disclosure Package, any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, investigation, order or decree, otherwise than as set forth or contemplated in the Pricing Disclosure Package; and, since such date, there has not been any (i) material change in the capitalization or in the long-term debt of the General Partner or the capitalization or consolidated long-term debt of the Partnership and the Subsidiaries, taken as a whole, otherwise than as set forth in the Pricing Disclosure Package or (ii) material adverse change, or any development involving, or which may reasonably be expected to involve, a prospective material adverse change, in or affecting the general affairs, management, condition (financial or other), securityholders' equity, assets, properties, capitalization, results of operations or business of the Partnership and the Subsidiaries, taken as a whole, otherwise than as set forth or contemplated in the Pricing Disclosure Package.

(cc) *Capitalization and Financial Statements.* At June 30, 2024, the Partnership had, on the consolidated basis indicated in the Pricing Disclosure Package (and any amendment or supplement thereto), a capitalization as set forth therein. The historical financial statements (including the related notes and supporting schedules) included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus (and any amendment or supplement thereto) comply as to form in all material respects with the requirements of Regulation S-X under the Securities Act and the Exchange Act and present fairly in all material respects the financial position, results of operations and cash flows of the entities purported to be shown thereby on the basis stated therein at the respective dates and for the respective periods to which they apply, and have been prepared in conformity with accounting principles generally accepted in the United States ("***GAAP***") consistently applied throughout the periods involved, except to the extent disclosed therein. As to any pro forma financial information to be included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus, the assumptions used in preparing such pro forma financial statements provide a reasonable basis for presenting the significant effects directly attributable to the transactions or events described therein, the related pro forma adjustments give appropriate effect to those assumptions, and the pro forma columns therein reflect the proper application of those adjustments to the corresponding historical financial statement amounts in the pro forma financial statements included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus. The pro forma financial statements included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Registration Statement comply as to form in all material respects with the applicable accounting requirements under Regulation S-X and Regulation G. There are no financial statements (historical or pro forma) that are required to be included or incorporated by reference in the Registration Statement or the Prospectus that are not so included or incorporated by reference as required. The interactive data in eXtensible Business Reporting Language ("***XBRL***") included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus fairly presents the information called for in all material respects and was prepared in accordance with the Commission's rules and guidelines applicable thereto.

(dd) *Independent Registered Public Accounting Firm.* Grant Thornton LLP ("***Grant Thornton***"), who has certified certain financial statements of the Partnership and its Subsidiaries, whose reports are included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus (and any amendment or supplement thereto) and who will deliver the initial letter referred to in Section 7(h) hereof upon execution and delivery of this Agreement, is and has been, during the periods covered by the financial statements on which it reported contained or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus (and any amendment or supplement thereto), an independent registered public accounting firm with respect to the Partnership and its Subsidiaries, as required by the Securities Act and the Rules and Regulations and the Public Company Accounting Oversight Board (United States) (the "***PCAOB***").

(ee) *Title to Properties.* The Partnership and each of the Subsidiaries have good and indefeasible title to all real property and good title to all personal property described in the Pricing Disclosure Package and the Prospectus as being owned by each of them, in each case, free and clear of all Liens and other defects, except (i) as described and qualified in the Pricing Disclosure Package and the Prospectus or (ii) such as do not materially affect the use of such properties taken as a whole as they have been used in the past and are proposed to be used in the future as described in the Pricing Disclosure Package and the Prospectus; provided, that, with respect to title to pipeline rights-of-way, the Partnership represents only that (A) each applicable Subsidiary has sufficient title to enable it to use and occupy the pipeline rights-of-way as they have been used and occupied in the past and are to be used and occupied in the future as described in the Pricing Disclosure Package and the Prospectus and (B) any lack of title to the pipeline rights-of-way will not have a Material Adverse Effect. All of the real property and buildings held under lease by the Partnership and each Subsidiary are held under valid, subsisting and enforceable leases, with such exceptions as would not materially interfere with the use of such properties, taken as a whole, as described in the Pricing Disclosure Package and the Prospectus.

(ff) *Permits*. The Partnership and each of the Subsidiaries have, and at the Delivery Date will have, such permits, consents, licenses, franchises, certificates and authorizations of governmental or regulatory authorities (collectively, "***Permits***") as are necessary to own or lease its properties and to conduct its business in the manner described in the Pricing Disclosure Package and the Prospectus, subject to such qualifications as may be set forth in the Pricing Disclosure Package and the Prospectus and except for such Permits that, if not obtained, would not have, individually or in the aggregate, a Material Adverse Effect; the Partnership and each of the Subsidiaries have, and at the Delivery Date will have, fulfilled and performed all its material obligations with respect to such Permits in the manner described, and subject to the limitations contained in the Pricing Disclosure Package and the Prospectus and no event has occurred that would prevent the Permits from being renewed or reissued or that allows, or after notice or lapse of time would allow, revocation or termination thereof or results or would result in any impairment of the rights of the holder of any such Permit, except for such non-renewals, non-issues, revocations, terminations and impairments that would not, individually or in the aggregate, have a Material Adverse Effect.

(gg) *Insurance*. The Partnership and each of the Subsidiaries carry, or are covered by, insurance from insurers of recognized financial responsibility in such amounts and covering such risks as is reasonably adequate for the conduct of their respective businesses and the value of their respective properties and as is customary for businesses engaged in similar businesses in similar industries, and none of the Partnership Entities has received notice of cancellation or non-renewal

of such insurance or notice that substantial capital improvements or other expenditures will have to be made in order to continue such insurance. All such policies of insurance are outstanding and in full force and effect on the date hereof and will be outstanding and in full force and effect on the Delivery Date; and the Partnership and each of the Subsidiaries are in compliance with the terms of such policies in all material respects.

(hh) *Intellectual Property*. The Partnership and each of the Subsidiaries own or possess adequate rights to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses and know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) necessary for the conduct of their respective businesses, and neither the Partnership nor, to the knowledge of the Partnership, any Subsidiary, has reason to believe that the conduct of their respective businesses will conflict with any such rights of others or are aware of any claim or any challenge by any other person to the rights of the Partnership or any of the Subsidiaries with respect to the foregoing.

(ii) *Adequate Disclosure and Descriptions*. All legal or governmental proceedings, affiliate transactions, off-balance sheet transactions (including, without limitation, transactions related to, and the existence of, "variable interest entities" within the meaning of Financial Accounting Standards Board Interpretation No. 46), contracts, licenses, agreements, properties, leases or documents of a character required to be described in the Registration Statement, the Pricing Disclosure Package or the Prospectus or to be filed as an exhibit to the Registration Statement have been so described or filed as required; and the statements (i) set forth or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus under the captions "Description of Common Units," "Distribution Policy" and "Material U.S. Federal Income Tax Consequences," "Material U.S. Federal Income Tax Considerations" and (ii) in the Partnership's Annual Report on Form 10-K for the year ended December 31, 2023, under the captions "Business—Regulation of Interstate Natural Gas Pipelines," "Business—Regulation of Intrastate Natural Gas and NGL Pipelines," "Business — Regulation of Sales of Natural Gas and NGLs," "Business—Regulation of Gathering Pipelines," "Business—Regulation of Interstate Crude Oil, NGL and Products Pipelines," "Business— Regulation of Intrastate Crude Oil, NGL and Products Pipelines," "Business—Regulation of LNG Liquefaction Facilities and LNG Exports" and "Business—Regulation of Pipeline Safety" in each case, as such matters have been updated by any subsequent Annual Report on Form 10-K, Quarterly Report on Form 10-Q or Current Report on Form 8-K filed by the Partnership with the Commission, insofar as such statements summarize agreements, documents or proceedings discussed therein, are accurate in all material respects.

(jj) *Related Party Transactions*. No relationship, direct or indirect, exists between or among (i) any of the Partnership and the Subsidiaries, on the one hand, and (ii) the securityholders, customers, suppliers, directors or officers of the General Partner or any of its affiliates, on the other hand, which is required to be described in the Pricing Disclosure Package or the Prospectus and is not so described; there are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Partnership or the Subsidiaries to or for the benefit of any of the officers or directors of any Partnership Entity or their respective family members, except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus; and neither the Partnership nor any Subsidiary has, in violation of the Sarbanes-Oxley Act of 2002, directly or indirectly, extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan to or for any director or executive officer of any Partnership Entity.

(kk) *No Labor Dispute*. No labor disturbance by the employees of the Partnership or any Subsidiary (and to the extent they perform services on behalf of the Partnership or any Subsidiary, employees of the General Partner or any affiliate of the General Partner), exists or, to the knowledge of the Partnership, is imminent or threatened, that is reasonably likely to have a Material Adverse Effect.

(ll) *Employee Benefit Matters.* There has been no violation of any federal, state, local or foreign law relating to discrimination in the hiring, promotion or pay of employees, any applicable wage or hour laws or any provision of the Employee Retirement Income Security Act of 1974 or the rules and regulations promulgated thereunder concerning the employees providing services to the Partnership or any Subsidiary, that is reasonably likely to have a Material Adverse Effect.

(mm) *Tax Returns*. The Partnership and each of the Subsidiaries have filed (or have obtained extensions with respect to) all material federal, state and local income and franchise tax returns required to be filed through the date of this Agreement, which such returns are complete and correct in all material respects, and have timely paid all taxes shown to be due pursuant to such returns, other than those (i) that, if not paid, would not have a Material Adverse Effect or (ii) that are being contested in good faith and for which adequate reserves have been established in accordance with GAAP. No tax deficiency has been determined adversely to the Partnership or any of the Subsidiaries which has had (nor does the Partnership have any knowledge of any tax deficiency which, if determined adversely to the Partnership or any of the Subsidiaries, might have) a Material Adverse Effect.

(nn) *No Changes*. Since the date as of which information is given in the Preliminary Prospectus through the date of this Agreement, and except as may otherwise be disclosed in the Preliminary Prospectus, there has not been (i) any material adverse change, or any development involving, individually or in the aggregate, a prospective material adverse change, in the business, properties, management, financial condition, prospects, net worth or results of operations of the Partnership Entities in the aggregate, on the one hand, and/or the Partnership and the Subsidiaries (taken as a whole), on the other hand, (ii) any transaction that is material to the Partnership or any Subsidiary (taken as a whole), (iii) any obligation or liability, direct or contingent (including any off-balance sheet obligations), incurred by any of the Partnership Entities or any of the Subsidiaries that is material to the Partnership and the Subsidiaries (taken as a whole), (iv) any material change in the capitalization, ownership or outstanding indebtedness of any of the Partnership Entities or (v) any dividend or distribution of any kind declared, other than quarterly distributions of Available Cash (as defined in the Partnership Agreement), paid or made on the securities of the Partnership or any Subsidiary, in each case whether or not arising from transactions in the ordinary course of business.

(oo) *Books and Records*. The Partnership (i) makes and keeps books, records and accounts, that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of the Partnership and (ii) maintains a system of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management's general or specific authorization, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for the Partnership's consolidated assets, (C) access to assets is permitted only in accordance with management's general or specific authorization and (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(pp) *No Default.* None of the Partnership Entities nor any of the Material Subsidiaries is in violation of its certificate of limited partnership or agreement of limited partnership, certificate of formation or limited liability company agreement or any other organizational or governing documents. None of the Partnership Entities nor any of the Subsidiaries is: (i) in breach or default in any material respect, and no event has occurred that, with notice or lapse of time or both, would constitute such a breach or default, in the performance or observance of any term, covenant or condition contained in any bond, debenture, note or any other evidence of indebtedness or any agreement, indenture, mortgage, deed of trust, loan agreement, lease, license or other agreement or instrument to which it is a party or by which it is bound or to which any of its properties or assets is subject; or (ii) in violation of any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over it or its property or assets or has failed to obtain any Permit necessary to the ownership of its property or to the conduct of its business, except in the case of clauses (i) and (ii) as would not, if continued, have a Material Adverse Effect, or would not materially impair the ability of the Partnership to perform its obligations under this Agreement. To the knowledge of the Partnership, no third party to any indenture, mortgage, deed of trust, loan agreement, guarantee, lease or other agreement or instrument to which any of the Partnership Entities or any of the Subsidiaries is a party or by which any of them are bound or to which any of their properties are subject, is in default under any such agreement, which breach, default or violation would, if continued, have a Material Adverse Effect.

(qq) *Environmental Compliance*. Except as described in the Pricing Disclosure Package and the Prospectus, the Partnership and the Subsidiaries (i) are in compliance with any and all applicable federal, state and local laws, regulations, ordinances, rules, orders, judgments, decrees, permits or other legally enforceable requirements relating to the protection of human health and safety, the environment or natural resources or imposing liability or standards of conduct concerning any Hazardous Materials (as defined below) ("***Environmental Laws***"), (ii) have received or timely applied for and, as necessary and applicable, maintained all permits required of them under applicable Environmental Laws to conduct their respective businesses, (iii) are in compliance with all terms and conditions of any such permits, (iv) have not received written notice of any, and to the knowledge of the Partnership after due inquiry there are no, pending events or circumstances that could reasonably be expected to form the basis for any actual or potential liability for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants and (v) have not been named as a "potentially responsibly party" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("***CERCLA***"), or any other analogous state Superfund statute, except where such noncompliance with Environmental Laws, failure to receive and maintain required permits, failure to comply with the terms and conditions of such permits, liability in connection with such releases or naming as a potentially responsible party under CERCLA would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.

The term "***Hazardous Material***" means (A) any "hazardous substance" as defined in CERCLA, (B) any "hazardous waste" as defined in the Resource Conservation and Recovery Act, as amended, (C) any petroleum or petroleum product, (D) any polychlorinated biphenyl and (E) any pollutant, contaminant or hazardous, dangerous or toxic chemical, material, waste or substance regulated under or within the meaning of any other Environmental Law. Except as described in the Pricing Disclosure Package and the Prospectus, (1) neither the Partnership nor any of the Subsidiaries is a party to a proceeding under Environmental Laws in which a governmental authority is also a party, other than such proceedings regarding which it believes no monetary penalties of $300,000 or more ultimately will be imposed against it and (2) neither the Partnership nor any of the Subsidiaries anticipate material capital expenditures relating to Environmental Laws.

(rr) *Investment Company*. Neither the Partnership nor any Subsidiary is, and as of the Delivery Date an "investment company" within the meaning of the Investment Company Act of 1940, as amended (the "***Investment Company Act***"), and the rules and regulations of the Commission thereunder.

(ss) *No Legal Actions or Violations.* Except as described in the Pricing Disclosure Package and the Prospectus, there is (i) no action, suit, claim, investigation or proceeding before or by any court, arbitrator or governmental agency, body or official, domestic or foreign, now pending or, to the knowledge of the Partnership, threatened or contemplated, to which the Partnership Entities, any Subsidiary or any of the General Partner's officers and directors is or would be a party or to which any of their respective properties is or would be subject at law or in equity and (ii) no statute, rule, regulation or order that has been enacted, adopted or issued by any governmental agency or that, to the knowledge of the Partnership, has been proposed by any governmental agency, that, in the case of clauses (i) and (ii) above, is reasonably expected to (A) have a Material Adverse Effect, (B) prevent or result in the suspension of the offering and sale of the Offered Units or (C) in any manner draw into question the validity of this Agreement or the transactions contemplated hereby.

(tt) *Statistical Data.* The statistical and market-related data included in the Registration Statement, the Pricing Disclosure Package and the Prospectus are based on or derived from sources which the Partnership believes to be reliable and accurate in all material respects.

(uu) *Disclosure Controls and Procedures.* The Partnership has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15 under the Exchange Act), which (i) are designed to ensure that material information relating to the Partnership, including its consolidated subsidiaries, is made known to the General Partner's principal executive officer and its principal financial officer by others within those entities, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared, (ii) have been evaluated for effectiveness as of the date of the most recent audited financial statements and (iii) are effective in all material respects to perform the functions for which they were established.

(vv) *Internal Control Over Financial Reporting.* Since the date of the most recent audited balance sheet of the Partnership and its consolidated subsidiaries reviewed or audited by Grant Thornton LLP and the audit committee of the board of directors of the General Partner ("***Audit Committee***"), (i) the Partnership's auditors and the Audit Committee have been advised of (A) all significant deficiencies in the design or operation of internal control over financial reporting that could adversely affect the ability of the Partnership and each of its subsidiaries to record, process, summarize and report financial data, or any material weaknesses in internal control over financial reporting and (B) all fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting of the Partnership and each of its subsidiaries, and (ii) there have been no changes in internal control over financial reporting, including any corrective actions with regard to significant deficiencies and material weaknesses, that has materially affected, or is reasonably likely to materially affect, the Partnership's internal control over financial reporting. The Partnership and its consolidated subsidiaries maintain internal accounting controls sufficient to provide reasonable assurance that interactive data in XBRL included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus is prepared in accordance with the Commission's rules and guidelines applicable thereto.

(ww) *No Distribution of Offering Materials.* None of the Partnership Entities or, to the knowledge of the Partnership, any of their affiliates has distributed nor, prior to the later to occur of the Delivery Date and completion of the distribution of the Offered Units, will they distribute any offering material in connection with the offering and sale of the Offered Units other than the Preliminary Prospectus, the Prospectus, any Issuer Free Writing Prospectus to which the Underwriter has consented in accordance with Section 1(i)(j) or 5(a)(vi) and any Issuer Free Writing Prospectus set forth on Schedule 2 hereto.

(xx) *Compliance with Sarbanes-Oxley.* The Partnership is in compliance in all material respects with all applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith.

(yy) *Forward-Looking Statements*. Each "forward-looking statement" (within the coverage of Rule 175(b) of the Securities Act) contained or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus has been made or reaffirmed with a reasonable basis and in good faith.

(zz) *No Unlawful Payments.* None of the Partnership Entities or its affiliates or any of the Subsidiaries, nor to the knowledge of the Partnership, any director, officer or employee of any of the Partnership Entities or any of the Subsidiaries or any agent, representative or other person associated with or acting on behalf of any of the Partnership Entities or any of the Subsidiaries has (i) used any funds for any unlawful contribution, gifts or anything else of value, entertainment or other unlawful expense, directly or indirectly, relating to political activity or in order to influence official action; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government or regulatory official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption

laws; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Partnership Entities and the Subsidiaries have instituted and maintain and enforce policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.

(aaa) *Compliance with Money Laundering Laws.* The operations of the Partnership Entities and the Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where any of the Partnership Entities or any of the Subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental or regulatory agency (collectively, the "***Anti-Money Laundering Laws***") and no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving any of the Partnership Entities or any of the Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the General Partner and the Partnership, threatened.

(bbb) *No Conflicts with Sanctions Laws.* None of the Partnership Entities nor to the knowledge of the Partnership, any director, officer or employee of any of the Partnership Entities, nor, to the knowledge of the Partnership, any agent, affiliate or other person associated with or acting on behalf of any of the Partnership Entities is currently, or is owned or controlled by one or more persons that are, (i) the subject or the target of any sanctions administered or enforced by the U.S. Government, (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("***OFAC***") or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council ("***UNSC***"), the European Union, His Majesty's Treasury ("***HMT***"), or other relevant sanctions authority (collectively, "***Sanctions***"), or (ii) located, organized or resident in a country or territory that is the subject or the target of Sanctions, including, without limitation, Cuba, Iran, North Korea, Syria, Russia, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the Crimea region of Ukraine and the non-government controlled areas of Zaporizhzhia and Kherson (each, a "***Sanctioned Country***"). For the past ten years, none of the General Partner, the Partnership or the Subsidiaries has knowingly engaged in, are not now knowingly engaged in, and will not engage in, any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

(ccc) *Stabilization.* None of the Partnership Entities nor any of their respective Affiliates (as such term is defined in Rule 405 promulgated under the Securities Act) has taken and none will take, directly or indirectly, any action designed to or that has constituted or that could reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Partnership to facilitate the sale or resale of the Offered Units.

(ddd) *No Restrictions on Distributions*. Except as described in the Pricing Disclosure Package and the Prospectus, no wholly-owned Subsidiary is currently prohibited, directly or indirectly, from paying any dividends to the Partnership, from making any other distribution on such Subsidiary's equity, from repaying to the General Partner or the Partnership any loans or advances to such entity from the General Partner or the Partnership or from transferring any of such entity's property or assets to the Partnership or any other Subsidiary.

(eee) *Cybersecurity*. Except in each case as would not reasonably be expected to have a Material Adverse Effect, (i) to the knowledge of the Partnership Entities, there has been no security breach or incident, unauthorized access or disclosure, or other compromise of or relating to the Partnership or any of its Subsidiary's information technology and computer systems, networks, hardware, software, data and databases (including the data maintained, processed or stored by the Partnership or any of its Subsidiaries), equipment or technology (collectively, "***IT Systems and Data***"); (ii) none of the Partnership or any of its Subsidiaries has been notified in writing of, and to the knowledge of the Partnership Entities, there has been no event or condition that would be reasonably expected to result in, any security breach or incident, unauthorized access or disclosure or other compromise to any of the Partnership's or any of its Subsidiary's respective IT Systems and Data; (iii) each of the Partnership and its Subsidiaries have implemented appropriate controls, policies, procedures, and technological safeguards to maintain and protect the integrity, continuous operation, redundancy and security of their respective IT Systems and Data reasonably consistent with industry standards and practices; and (iv) the Partnership and its Subsidiaries are presently in compliance in all material respects with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification.

(fff) *Regulation M*. The Common Units have an Average Daily Trading Volume of at least $1.0 million (as provided in Regulation M under the Exchange Act ("***Regulation M***")) and a public float of at least $150.0 million (as defined in Regulation M).

Each certificate signed by any officer of the General Partner and delivered to the Underwriter or counsel for the Underwriter pursuant to this Agreement shall be deemed to be a representation and warranty by the Partnership to the Underwriter as to the matters covered thereby.

(ii) Each Selling Unitholder, severally and not jointly, represents and warrants to, and agrees with, the Underwriter that:

(a) *Formation and Due Qualification.* Such Selling Unitholder has been duly formed and is validly existing and in good standing under the laws of the State of Delaware.

(b) *Authorization of the Agreement.* This Agreement has been duly authorized, executed and delivered by or on behalf of such Selling Unitholder.

(c) *No Violations*. None of the offering and sale by such Selling Unitholder of the Offered Units, the execution, delivery and performance of this Agreement by such Selling Unitholder or the consummation of the transactions contemplated hereby (i) conflicts or will conflict with or constitutes or will constitute a violation of any of the organizational documents of such Selling Unitholder, (ii) conflicts or will conflict with or constitutes or will constitute a breach or violation of, or a default (or an event which, with notice or lapse of time or both, would

constitute such a default) under any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which such Selling Unitholder is a party or by which it or any of its properties may be bound, or (iii) violates or will violate any statute, law or regulation or any order, judgment, decree or injunction of any court or arbitrator or governmental agency or body directed to such Selling Unitholder, except, in the case of clauses (ii) and (iii) above, which violation, breach or default would not, individually or in the aggregate, reasonably be expected to materially impair the ability of such Selling Unitholder to consummate the transactions contemplated by this Agreement.

(d) *No Consents*. No permit, consent, approval, authorization, order, registration, filing or qualification of or with any court, governmental agency or body having jurisdiction over such Selling Unitholder is required in connection with the offering and sale by such Selling Unitholder of the Offered Units, the execution, delivery and performance of this Agreement by such Selling Unitholder or the consummation by such Selling Unitholder of the transactions contemplated by this Agreement, except (i) for such consents required under the Securities Act, the Exchange Act and state securities or "Blue Sky" laws, (ii) for such consents that have been, or prior to the Delivery Date will be, obtained, (iii) as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, and (iv) any such consent as would not affect the validity of the Offered Units to be sold by such Selling Unitholder or reasonably be expected to materially impair the ability of such Selling Unitholder to consummate the transactions contemplated by this Agreement.

(e) *Ownership of Offered Units.* (i) Stonepeak Remuda Investment Holdings LLC ("***Stonepeak***") has, and on the Delivery Date will have, valid title to, or a valid "security entitlement" within the meaning of Section 8-102 of the New York Uniform Commercial Code (the "***UCC***") in respect of, the Offered Units to be sold by Stonepeak free and clear of all security interests, claims, liens or other encumbrances and the legal right and power, and all authorization and approval required by law, to enter into this Agreement and to sell, transfer and deliver the Offered Units to be sold by Stonepeak or a security entitlement in respect of such Offered Units and (ii) on the Delivery Date, WTG Midstream LLC ("***WTG***") will have, valid title to, or a valid "security entitlement" within the meaning of Section 8-102 of the UCC in respect of, the Offered Units to be sold by WTG free and clear of all security interests, claims, liens or other encumbrances and the legal right and power, and all authorization and approval required by law, to enter into this Agreement and to sell, transfer and deliver the Offered Units to be sold by WTG or a security entitlement in respect of such Offered Units.

(f) *Delivery of Offered Units*. Upon payment for the Offered Units to be sold by such Selling Unitholder pursuant to this Agreement, delivery of such Offered Units, as directed by the Underwriter to Cede & Co. ("***Cede***") or such other nominee as may be designated by the Depository Trust Company ("***DTC***"), registration of such Offered Units in the name of Cede or such other nominee and the crediting of such Offered Units on the books of DTC to securities accounts of the Underwriter (assuming that neither DTC nor the Underwriter has notice of any adverse claim (within the meaning of Section 8-105 of the UCC to such Offered Units)), (A) the Underwriter will acquire a valid "security entitlement", within the meaning of Section 8-102 of the UCC, in respect of such Offered Units and (B) no action based on any "adverse claim", within the meaning of Section 8-102 of the UCC, to such Offered Units may be asserted against the Underwriter with respect to such security entitlement; for purposes of this representation, such

Selling Unitholder may assume that when such payment, delivery and crediting occur, (x) such Offered Units will have been registered in the name of Cede or another nominee designated by DTC, in each case on the Partnership's unit registry in accordance with its certificate of limited partnership, Partnership Agreement and applicable law, (y) DTC will be registered as a "clearing corporation" within the meaning of Section 8-102 of the UCC and (z) appropriate entries to the account of the Underwriter on the records of DTC will have been made pursuant to the UCC.

(g) *Disclosure*. (i) The Registration Statement, at its most recent Effective Date, and the Prospectus, as of its date and on the Delivery Date, did not and will not contain 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 (in the case of the Prospectus, did not and will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made) not misleading; and (ii) the Pricing Disclosure Package, as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that the representations and warranties of such Selling Unitholder set forth in this Section 1(ii)(g) are made only as to information furnished in writing by such Selling Unitholder to the Partnership specifically for inclusion in the Registration Statement, the Base Prospectus, the Pricing Disclosure Package and the Prospectus or any amendment or supplement thereto, which information is limited to (A) the legal name, address and the number of Offered Units owned by such Selling Unitholder and (B) the other information with respect to such Selling Unitholder which appear in the table (and corresponding footnotes) in the Preliminary Prospectus and the Prospectus under the caption "Selling Unitholders" (the "***Selling Unitholders Information***").

(h) *Market Stabilization*. Such Selling Unitholder has not taken, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Partnership to facilitate the sale or resale of the Offered Units.

(i) *Absence of Rights of First Refusal*. The Offered Units to be sold by such Selling Unitholder under this Agreement are not subject to any option, warrant, put, call, right of first refusal or other right to purchase or otherwise acquire any such Offered Units other than pursuant to this Agreement.

(j) *Free Writing Prospectus*. Neither such Selling Unitholder nor any person acting on its behalf (other than, if applicable, the Partnership and the Underwriter) has used or referred to or will use or refer to any "free writing prospectus" (as defined in Rule 405 under the Securities Act) in connection with the offering contemplated by this Agreement and, without limitation to the foregoing, such Selling Unitholder has not made and will not make any offer relating to the Offered Units that constituted or would constitute an "issuer free writing prospectus" (as defined in Rule 433 under the Securities Act) or a "free writing prospectus" (as defined in Rule 405 under the Securities Act), whether or not required to be filed with the Commission.

(k) *Not Prompted to Sell*. Such Selling Unitholder is not prompted by any information concerning the Partnership or its Subsidiaries which is not set forth in the Registration Statement or the Pricing Disclosure Package to sell the Offered Units pursuant to this Agreement.

(l) *No Unlawful Payments; No Conflicts with Sanctions Laws.* Neither such Selling Unitholder nor any of its subsidiaries nor, to the knowledge of such Selling Unitholder, any director, officer, agent, employee or affiliate of such Selling Unitholder or any of its subsidiaries is currently subject to any sanctions administered by OFAC; and such Selling Unitholder will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(m) *Compliance with Money Laundering Laws.* The operations of such Selling Unitholder and its subsidiaries are and have been conducted at all times in compliance with Anti-Money Laundering Laws applicable in jurisdictions in which such Selling Unitholder and its affiliates conduct business and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving such Selling Unitholder or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of such Selling Unitholder, threatened.

Each certificate signed by any authorized representative of a Selling Unitholder and delivered to the Underwriter or counsel for the Underwriter pursuant to this Agreement shall be deemed to be a representation and warranty by such Selling Unitholder to the Underwriter as to the matters covered thereby.

Section 2. Purchase of the Offered Units by the Underwriter from the Selling Unitholders.

On the basis of the representations and warranties contained in, and subject to the terms and conditions of, this Agreement, each Selling Unitholder agrees, severally and not jointly, to sell to the Underwriter the number of Offered Units set forth opposite such Selling Unitholder's name in Schedule 1 hereto, and the Underwriter agrees to purchase the number of Offered Units from such Selling Unitholder set forth opposite such Selling Unitholder's name in Schedule 1 hereto.

The price of the Offered Units purchased by the Underwriter shall be $15.68 per Offered Unit.

None of the Selling Unitholders shall be obligated to deliver any of the Offered Units to be delivered on the Delivery Date, except upon payment for all the Offered Units to be purchased on the Delivery Date as provided herein.

Section 3. Offering of Offered Units by the Underwriter.

Upon authorization by the Underwriter of the release of the Offered Units, the Underwriter proposes to offer the Offered Units for sale upon the terms and conditions to be set forth in the Prospectus.

Section 4. Delivery of and Payment for the Offered Units.

Delivery of and payment for the Offered Units shall be made at the offices of Hunton Andrews Kurth LLP, 600 Travis Street, Suite 4200, Houston, Texas 77002, beginning at 8:30 a.m., Houston, Texas time, on August 12, 2024 or at such other date or place as shall be determined by agreement among the Underwriter, each Selling Unitholder and the Partnership. This date and time are sometimes referred to as the "***Delivery Date***." Delivery of the Offered Units shall be made to the Underwriter against payment by the Underwriter of the respective aggregate purchase price of the Offered Units being then sold by such Selling Unitholder to or upon the order of such Selling Unitholder by wire transfer in immediately available funds to the account specified by such Selling Unitholder. Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligation of the Underwriter hereunder. The Selling Unitholders shall deliver the Offered Units through the facilities of The Depository Trust Company ("***DTC***") unless the Underwriter shall otherwise instruct.

Section 5. Further Agreements of the Partnership, the Selling Unitholders and the Underwriter.

(a) The Partnership covenants and agrees with the Underwriter:

(i) *Preparation of Prospectus and Registration Statement*. (A) To prepare the Prospectus in a form approved by the Underwriter and to file such Prospectus pursuant to Rule 424(b) under the Securities Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement or, if applicable, such earlier time as may be required by Rule 430B of the Rules and Regulations; (B) to make no further amendment or any supplement to the Registration Statement or the Prospectus prior to the Delivery Date except as permitted herein; (C) to advise the Underwriter and the Selling Unitholders, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any supplement to the Prospectus or any amended Prospectus has been filed and to furnish the Underwriter with copies thereof; (D) to file promptly all reports and other documents required to be filed by the Partnership with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus is required in connection with the offering or sale of the Offered Units; (E) to advise the Underwriter and the Selling Unitholders, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of, the Registration Statement, the Preliminary Prospectus, the Prospectus or any Issuer Free Writing Prospectus, of the suspension of the qualification of the Offered Units for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose or pursuant to Section 8A of the Securities Act, or of any request by the Commission for the amending or supplementing of the Registration Statement, the Prospectus or any Issuer Free Writing Prospectus or for additional information; (F) in the event of the issuance of any stop order or of any order preventing or suspending the use of the Registration Statement, the Preliminary Prospectus, the Prospectus or any Issuer Free Writing Prospectus or suspending any such qualification, to use promptly its reasonable best efforts to obtain its withdrawal; and (G) to pay any fees required by the Commission relating to the Offered Units within the time required by Rule 456(b)(1) of the Rules and Regulations without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) of the Rules and Regulations.

(ii) *Conformed Copies of Registration Statement.* At the request of the Underwriter, to furnish promptly to the Underwriter and to counsel to the Underwriter a conformed copy of the Registration Statement as originally filed with the Commission, and each amendment thereto filed with the Commission, including all consents and exhibits filed therewith.

(iii) *Copies of Documents to Underwriter*. To deliver promptly to the Underwriter such number of the following documents as the Underwriter shall reasonably request: (A) conformed copies of the Registration Statement as originally filed with the Commission and each amendment thereto (in each case excluding exhibits other than this Agreement), (B) each Preliminary Prospectus, the Prospectus and any amended or supplemented Prospectus, (C) each Issuer Free Writing Prospectus and (D) other than documents available via the Commission's Electronic Data Gathering Analysis and Retrieval System ("***EDGAR***"), any document incorporated by reference in the Preliminary Prospectus or the Prospectus (excluding exhibits thereto); and, if the delivery of a prospectus is required at any time after the date hereof in connection with the offering or sale of the Offered Units or any other securities relating thereto (or in lieu thereof, the notice referred to in Rule 173(a)) and if at such time any events shall have occurred as a result of which the Pricing Disclosure Package or the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus is delivered, not misleading, or, if for any other reason it shall be necessary to amend the Registration Statement or amend or supplement the Pricing Disclosure Package or the Prospectus or to file under the Exchange Act any document incorporated by reference in the Prospectus in order to comply with the Securities Act or the Exchange Act or with a request from the Commission, to notify the Underwriter and, upon their request, to file such document required to be filed under the Securities Act or the Exchange Act and to prepare and furnish without charge to the Underwriter and to any dealer in securities as many copies as the Underwriter may from time to time reasonably request of an amended Registration Statement or amended or supplemented Pricing Disclosure Package or the Prospectus that will correct such statement or omission or effect such compliance.

(iv) *Filing of Amendment or Supplement*. To file promptly with the Commission any amendment or supplement to the Registration Statement, the Pricing Disclosure Package or the Prospectus that may, in the reasonable judgment of the Partnership or the Underwriter, be required by the Securities Act or the Exchange Act or requested by the Commission.

(v) *Copies of Amendments or Supplements.* Prior to filing with the Commission any amendment to the Registration Statement or amendment or supplement to the Pricing Disclosure Package or the Prospectus, any document incorporated by reference in the Pricing Disclosure Package or the Prospectus, any amendment to any document incorporated by reference in the Pricing Disclosure Package or the Prospectus or any prospectus pursuant to Rule 424(b) of the Rules and Regulations, to furnish a copy thereof to the Underwriter and to counsel to the Underwriter upon the Underwriter's request and not to file any such document to which the Underwriter shall reasonably object promptly after having been given reasonable notice of the proposed filing thereof and a reasonable opportunity to comment thereon unless, in the judgment of counsel to the Partnership, such filing is required by law.

(vi) *Issuer Free Writing Prospectus*. Not to make any offer relating to the Offered Units that would constitute an Issuer Free Writing Prospectus without the prior written consent of the Underwriter.

(vii) *Retention of Issuer Free Writing Prospectus*. To retain in accordance with the Rules and Regulations all Issuer Free Writing Prospectuses not required to be filed pursuant to the Rules and Regulations; and if at any time after the date hereof any events shall have occurred as a result of which any Issuer Free Writing Prospectus, as then amended or supplemented, would conflict with the information in the Registration Statement, the Preliminary Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or, if for any other reason it shall be necessary to amend or supplement any Issuer Free Writing Prospectus, to notify the Underwriter and, upon their request, to file such document and to prepare and furnish without charge to the Underwriter as many copies as the Underwriter may from time to time reasonably request of an amended or supplemented Issuer Free Writing Prospectus that will correct such conflict, statement or omission or effect such compliance.

(viii) *Reports to Securityholders*. As soon as practicable after the Effective Date, to make generally available via EDGAR, to the Partnership's securityholders and the Underwriter an earnings statement of the Partnership and its subsidiaries (which need not be audited) complying with Section 11(a) of the Securities Act and the Rules and Regulations (including, at the option of the Partnership, Rule 158).

(ix) *Copies of Reports*. For a period of two years following the Effective Date, to furnish, or to make available via EDGAR, to the Underwriter copies of all materials furnished by the Partnership to its securityholders and all reports and financial statements furnished by the Partnership to the principal national securities exchange or automated quotation system upon which the Offered Units may be listed pursuant to requirements of or agreements with such exchange or system or to the Commission pursuant to the Exchange Act or any rule or regulation of the Commission thereunder.

(x) *Blue Sky Registration.* Promptly from time to time to take such action as the Underwriter may reasonably request to qualify the Offered Units for offering and sale under the securities or Blue Sky laws of such jurisdictions as the Underwriter may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Offered Units; *provided that* in connection therewith no Partnership Entity shall be required to (A) qualify as a foreign limited partnership or limited liability company in any jurisdiction where it would not otherwise be required to qualify or (B) to file a general consent to service of process in any jurisdiction.

(xi) *Lock-up Period*. For a period commencing on the date hereof and ending on the 30th day after the date of the Prospectus (the "***Lock-Up Period***"), not to, directly or indirectly, (1) offer for sale, sell, pledge or otherwise transfer or dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the disposition by any person at any time in the future of) any Offered Units or securities convertible into or exchangeable for Offered Units or any securities that are substantially similar to the Offered Units, or sell grant options, rights, or warrants with respect to any Offered Units or securities convertible or exchangeable for Offered Units or any securities that are substantially similar to the Offered Units, (2) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of such Offered Units or securities convertible into or exchangeable for Offered Units, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Units, Offered Units or other securities, in cash or otherwise, (3) file or cause to be filed a registration statement, including any amendments, to register any Offered Units or securities convertible, exercisable or exchangeable into Offered Units or other substantially similar securities of the Partnership, or (4) publicly disclose the intention to do any of the foregoing, in each case, without the prior written consent of the Underwriter, and to cause each officer and director of the Partnership set forth on Schedule 3 and each of the Selling Unitholders hereto to furnish to the Underwriter, prior to the Delivery Date, a letter or letters, substantially in the form of Exhibit D hereto (the "***Lock-Up Agreements***"). Notwithstanding the above, the Partnership shall not require consent from the Underwriter with respect to clauses (1) through (4) above (a) to issue Common Units pursuant to the conversion or exchange of convertible or exchangeable securities or the exercise of warrants or options, in each case outstanding on the date hereof, (b) to issue grants of employee stock options or other compensatory awards of Common Units, awards settled in Common Units or awards the value of which is based in whole or in part on the value of the Common Units pursuant to the terms of the Partnership's Long Term Incentive Plan (the "***LTIP***"), (c) to issue Common Units pursuant to the exercise of employee stock options or the vesting or settlement of any other award granted pursuant to the LTIP, (d) to issue Common Units pursuant to the Partnership's dividend reinvestment plan, (e) to file any registration statement with respect to the registration of Common Units to be resold by unitholders of the Partnership as required by that certain registration rights agreement dated as of July 15, 2024, including any amendments, supplements and exhibits thereto, (f) to establish a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Common Units, provided that (I) such plan does not provide for the transfer of Common Units during the Lock-Up Period and (II) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by the Partnership regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of its Common Units may be made under such plan during the Lock-Up Period, (g) to issue Common Units or any securities convertible into or exercisable and exchangeable for Common Units, or the entrance into an agreement to issue Common Units or any securities convertible into or exercisable or exchangeable for Common Units, in connection with any

merger, acquisition, financing transactions, joint venture, strategic alliances, commercial or other collaborative transaction or the acquisition or license of the business, property, technology or other assets of another individual or entity or the assumption of an employee benefit plan in connection with a merger or acquisition, provided that the aggregate number of Common Units or any securities convertible into or exercisable or exchangeable for Common Units that may be issued pursuant to this clause (g) does not exceed 15.0% of the Partnership's total outstanding Common Units at such time, *provided further* that the recipients thereof provide to the Underwriter a signed lock-up letter on or prior to the date of such issuance substantially in the form set forth in Exhibit D hereto, and (h) to publicly disclose any transaction that involves any of the actions permitted by the foregoing clauses (a) through (g).

(xii) *DTC*. To use its commercially reasonable efforts to cause the Offered Units to be eligible for clearance, settlement and trading through the facilities of DTC.

(xiii) *Investment Company*. To take such steps as shall be necessary to ensure that none of the Partnership Entities shall become an "investment company" as defined in the Investment Company Act.

(xiv) *No Stabilization or Manipulation.* To not directly or indirectly take any action designed to or which constitutes or which might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Partnership to facilitate the sale or resale of the Offered Units.

(b) Each of the Selling Unitholders, severally and not jointly, covenants and agrees with the Underwriter:

(i) *Tax Form.* To deliver to the Underwriter (or its agents), prior to or at the Delivery Date, a properly completed and executed Internal Revenue Service ("***IRS***") Form W-9 (or its equivalent) or an IRS Form W-8 (or its equivalent), as appropriate, together with all required attachments to such form;

(ii) *Lock-Up Agreement*. To deliver to the Underwriter, prior to or at the Delivery Date, a Lock-Up Agreement, executed by such Selling Unitholder, substantially in the form of Exhibit D hereto;

(iii) *Market Stabilization*. Not to take, directly or indirectly, any action designed to cause or result in, or which might reasonably be expected to constitute, the stabilization or manipulation of the price of the Common Units to facilitate the sale or resale of the Common Units in violation of any law, rule or regulation; and

(iv) *Free Writing Prospectus*. To advise the Underwriter promptly, and if requested by the Underwriter, to confirm such advice in writing, so long as delivery of a prospectus relating to the Offered Units by an underwriter or dealer may be required under the Securities Act, of any change in any information relating to such Selling Unitholder which comes to the attention of such Selling Unitholder.

(c) The Underwriter agrees that it shall not include any "issuer information" (as defined in Rule 433 of the Rules and Regulations) in any "free writing prospectus" (as defined in Rule 405 of the Rules and Regulations but excluding any Issuer Free Writing Prospectus, including any road show constituting a free writing prospectus under Rule 433 of the Rules and Regulations in connection with the offer and sale of the Offered Units) used or referred to by the Underwriter without the prior consent of the Partnership (any such issuer information with respect to whose use the Partnership has given its consent, "***Permitted Issuer Information***"); *provided that* (i) no such consent shall be required with respect to any such issuer information contained in any document filed by the Partnership with the Commission prior to the use of such free writing prospectus and (ii) "issuer information," as used in this Section 5(c), shall not be deemed to include information prepared by or on behalf of the Underwriter on the basis of or derived from issuer information.

Section 6. Expenses.

The Partnership covenants and agrees, whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, to pay all costs, expenses, fees and taxes incident to and in connection with (a) the authorization, sale and delivery of the Offered Units and any stamp duties or other taxes payable in that connection; (b) the preparation, printing and filing under the Securities Act of the Registration Statement and any amendments and exhibits thereto, the Preliminary Prospectus, the Prospectus, any Issuer Free Writing Prospectus and any amendment or supplement thereto; (c) the distribution of the Registration Statement as originally filed and each amendment thereto and any post-effective amendments thereof (including, in each case, exhibits), the Preliminary Prospectus, the Prospectus, any Issuer Free Writing Prospectus and any amendment or supplement thereto or any document incorporated by reference therein, all as provided in this Agreement; (d) the production and distribution of this Agreement and any other related documents in connection with the offering, purchase, sale and delivery of the Offered Units; (e) the filing fees incident to, and up to an aggregate $10,000 of the fees and disbursements of counsel for the Underwriter in connection with, securing any required review by the Financial Industry Regulatory Authority, Inc. of the terms of sale of the Offered Units; (f) any costs and expenses incident to any listing of the Offered Units on the New York Stock Exchange and/or any other exchange, if applicable; (g) the qualification of the Offered Units under the securities laws of the several jurisdictions as provided in Section 5(a)(x) and the preparation, printing and distribution of a Blue Sky Memorandum (including reasonable fees and expenses of counsel to the Underwriter in connection with such qualification); (h) the printing of certificates representing the Offered Units and of any transfer agent or registrar; (i) the investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Offered Units, including, without limitation, expenses associated with any electronic roadshow, travel and lodging expenses of the representatives and officers of the Partnership Entities and any such consultants and the cost of any aircraft chartered in connection with the road show; and (j) all other costs and expenses incident to the performance of the obligations of the Partnership under this Agreement; *provided that*, except as provided in this Section 6 and in Section 8 and Section 11 hereof, the Underwriter shall pay their own costs and expenses, including the costs and expenses of their counsel, any transfer taxes on the Offered Units which they may sell and the expenses of advertising any offering of the Offered Units made by the Underwriter. Notwithstanding the foregoing, as between the Partnership and the Selling Unitholders, the provisions of this paragraph shall not affect any agreement that the Partnership and the Selling Unitholders may have or make regarding the allocation of expenses between the Partnership and the Selling Unitholders.

Section 7. Conditions of Underwriter's Obligations.

The obligations of the Underwriter hereunder are subject to the accuracy, when made and on the Delivery Date, of the respective representations and warranties of the Partnership and the Selling Unitholders contained herein, to the performance by the Partnership and the Selling Unitholders of their respective obligations hereunder, and to each of the following additional terms and conditions:

(a) The Prospectus shall have been timely filed with the Commission in accordance with Section 5(a)(i); the Partnership shall have complied with all filing requirements applicable to any Issuer Free Writing Prospectus used or referred to after the date hereof; no stop order suspending the effectiveness of the Registration Statement or preventing or suspending the use of the Prospectus or any Issuer Free Writing Prospectus shall have been issued and no proceeding for such purpose shall have been initiated or threatened by the Commission; and any request of the Commission for inclusion of additional information in the Registration Statement or the Prospectus or otherwise shall have been disclosed to the Underwriter and complied with to the Underwriter's reasonable satisfaction; and the Commission shall not have notified the Partnership or the General Partner of any objection to the use of the form of the Registration Statement.

(b) The Underwriter shall not have discovered and disclosed to the Partnership on or prior to the Delivery Date that the Registration Statement, the Prospectus or the Pricing Disclosure Package, or any amendment or supplement thereto, contains or includes, as applicable, an untrue statement of a fact which, in the reasonable opinion of counsel to the Underwriter, is material or omits to state a fact which, in the reasonable opinion of such counsel, is material and is required to be stated therein or in the documents incorporated by reference therein (with respect to the Prospectus and the Pricing Disclosure Package, is necessary in order to make the statements therein, in the light of the circumstances under which they were made) not misleading.

(c) All corporate, partnership and limited liability company proceedings and other legal matters incident to the authorization, form and validity of this Agreement, the Offered Units, the Registration Statement, the Prospectus and any Issuer Free Writing Prospectus, and all other legal matters relating to this Agreement and the transactions contemplated hereby shall be reasonably satisfactory in all material respects to counsel to the Underwriter, and the Partnership Entities and the Selling Unitholders shall have furnished to such counsel all documents and information that they may reasonably request to enable them to pass upon such matters.

(d) Vinson & Elkins L.L.P. shall have furnished to the Underwriter its written opinion and 10b-5 statement, as counsel to the Partnership, addressed to the Underwriter and dated the Delivery Date, in form and substance reasonably satisfactory to the Underwriter and to counsel to the Underwriter, substantially in the forms attached hereto as Exhibit A.

(e) The General Counsel or Associate General Counsel of the General Partner shall have furnished to the Underwriter its written opinion, addressed to the Underwriter and dated the Delivery Date, in form and substance reasonably satisfactory to the Underwriter and to counsel to the Underwriter, substantially in the form attached hereto as Exhibit B.

(f) The Underwriter shall have received from Hunton Andrews Kurth LLP, counsel to the Underwriter, such opinion or opinions, dated the Delivery Date, with respect to the issuance and sale of the Offered Units, the Registration Statement, the Prospectus and the Pricing Disclosure Package and other related matters as the Underwriter may reasonably require, and the Partnership shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

(g) The Underwriter shall have received from Sidley Austin LLP, counsel to the Selling Unitholders, such letter, addressed to the Underwriter and dated the Delivery Date, in form and substance reasonably satisfactory to the Underwriter and to counsel to the Underwriter, substantially in the form attached hereto as Exhibit C.

(h) At the time of execution of this Agreement, the Underwriter shall have received from Grant Thornton a letter, in form and substance satisfactory to the Underwriter, addressed to the Underwriter, and dated the date hereof (i) confirming that Grant Thornton is an independent registered public accounting firm with respect to the Partnership within the meaning of the Securities Act and the applicable Rules and Regulations and the PCAOB and are in compliance with the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X of the Commission, and (ii) stating, as of the date hereof (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the Preliminary Prospectus, as of a date not more than two (2) business days prior to the date hereof), the conclusions and findings of Grant Thornton, with respect to the financial information and other matters ordinarily covered by accountants' "comfort letters" to underwriters in connection with registered public offerings.

(i) With respect to the letter of Grant Thornton referred to in the preceding paragraph and delivered to the Underwriter concurrently with the execution of this Agreement (the "***initial letter***"), the Underwriter shall have received from Grant Thornton a letter (the "***bring-down letter***") addressed to the Underwriter, and dated the Delivery Date (i) confirming that they are an independent registered public accounting firm with respect to the Partnership within the meaning of the Securities Act and the applicable Rules and Regulations and the PCAOB and are in compliance with the applicable requirements relating to the qualification of accountants under Rule 2-01 of Regulation S-X of the Commission, (ii) stating, as of the date of the bring-down letter (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the Prospectus, as of a date not more than two (2) business days prior to the date of the bring-down letter), the conclusions and findings of Grant Thornton with respect to the financial information and other matters covered by the applicable initial letter and (iii) confirming in all material respects the conclusions and findings set forth in the applicable initial letter.

(j) On the Delivery Date, there shall have been furnished to the Underwriter a certificate, dated the Delivery Date and addressed to the Underwriter, signed on behalf of the General Partner by the chief executive officer and the chief financial officer of the General Partner, stating, in each case with respect to the entities covered by the certificate, that:

(1) the representations, warranties and agreements of the Partnership contained in this Agreement in Section 1(i) are true and correct on and as of the Delivery Date, and the Partnership has complied with all the agreements contained in this Agreement and satisfied all the conditions on their part to be performed or satisfied hereunder at or prior to the Delivery Date;

(2) the Prospectus has been timely filed with the Commission in accordance with Section 5(a)(i) of this Agreement; no stop order suspending the effectiveness of the Registration Statement or any part thereof has been issued; and no proceedings for that purpose have been instituted or, to the knowledge of such officers, threatened by the Commission; all requests of the Commission, if any, for inclusion of additional information in the Registration Statement or the Prospectus or otherwise has been complied with; and the Commission has not notified the Partnership of any objection to the use of the form of the Registration Statement or any post-effective amendment thereto; and

(3) they have carefully examined the Registration Statement, the Prospectus and the Pricing Disclosure Package, and, in their opinion, (A) (i) the Registration Statement, including the documents incorporated by reference therein, as of the most recent Effective Date, (ii) the Prospectus, including the documents incorporated by reference therein, as of its date and on the Delivery Date, and (iii) the Pricing Disclosure Package, as of the Applicable Time, did not and do not contain any untrue statement of a material fact and did not and do not omit to state a material fact required to be stated therein or necessary in order to make the statements therein (in the case of the Prospectus, did not and do not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made) not misleading, and (B) since the Effective Date, no event has occurred that should have been set forth in a supplement or amendment to the Registration Statement, the Prospectus or any Issuer Free Writing Prospectus that has not been so set forth.

(k) On the Delivery Date, there shall have been furnished to the Underwriter certificates from each Selling Unitholder, dated the Delivery Date and addressed to the Underwriter, signed on behalf of such Selling Unitholders, as applicable, by the president and a senior managing director or vice president of such Selling Unitholders, as applicable, stating, in each case with respect to the entities covered by the certificate, that the representations, warranties and agreements of such Selling Unitholder in Section 1(ii) are true and correct on and as of the Delivery Date, and such Selling Unitholder has complied with all of its agreements contained herein and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Delivery Date.

(l) None of the Partnership Entities shall have sustained, since the date of the latest audited financial statements included or incorporated by reference in the Pricing Disclosure Package and the Prospectus (i) any material loss or interference with its business from fire, explosion, flood, accident or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, investigation, order or decree, otherwise than as set forth or contemplated in the Pricing Disclosure Package, or shall have become a party to or the subject of any litigation, court or governmental action, investigation, order or decree that is materially adverse to the Partnership Entities, taken as whole, or (ii) any change or decrease

specified in the letters referred to in paragraph (h) or (i) of this Section 7, or any change, or any development involving a prospective material adverse change, in or affecting the general affairs, operations, properties, business, prospects, capitalization, management, condition (financial or otherwise), securityholders' equity or results of operations or net worth of the Partnership Entities, taken as a whole, other than as set forth or contemplated in the Pricing Disclosure Package, the effect of which, in any such case described in clause (i) or (ii) above, is, in the reasonable judgment of the Underwriter, so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Offered Units being delivered on the Delivery Date on the terms and in the manner contemplated in the Pricing Disclosure Package.

(m) Subsequent to the execution and delivery of this Agreement, no downgrading shall have occurred in the rating accorded the debt securities or any preferred equity securities of any of the Partnership Entities that are rated by any "nationally recognized statistical rating organization" (as that term is defined by the Commission for purposes of Section 3(a)(62) of the Exchange Act), and no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its ratings of any such debt securities or preferred equity securities.

(n) Subsequent to the execution and delivery of this Agreement there shall not have occurred any of the events described in Section 10(i)-(iv) hereof.

(o) The Lock-Up Agreements between the Underwriter and the officers and directors of the Partnership set forth on Schedule 3 and each of the Selling Unitholders, delivered to the Underwriter on or before the date of this Agreement, shall be in full force and effect on the Delivery Date.

(p) The Partnership and the Selling Unitholders shall have each furnished the Underwriter such additional documents and certificates as the Underwriter or counsel to the Underwriter may reasonably request.

All opinions, letters, documents, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to the Underwriter and to counsel to the Underwriter.

Section 8. Indemnification and Contribution.

(a) The Partnership shall indemnify and hold harmless the Underwriter, the directors, officers, employees and agents of the Underwriter, affiliates of the Underwriter who have participated in the distribution of the Offered Units as an underwriter, and each person, if any, who controls the Underwriter within the meaning of Section 15 of the Securities Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof (including, but not limited to, any loss, claim, damage, liability or action relating to purchases and sales of Offered Units), to which the Underwriter, director, officer, employee, agent, affiliate or controlling person may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained or included, as applicable, in (A) the Preliminary Prospectus, the Registration Statement, the Prospectus or in any amendment or supplement thereto, (B) any

Issuer Free Writing Prospectus or in any amendment or supplement thereto, (C) any Permitted Issuer Information used or referred to in any "free writing prospectus" (as defined in Rule 405 of the Rules and Regulations) used or referred to by the Underwriter, (D) any "road show" (as defined in Rule 433 of the Rules and Regulations) not constituting an Issuer Free Writing Prospectus (a "***Non-Prospectus Road Show***") or (E) any Blue Sky Application or other document prepared or executed by the Partnership (or based upon any written information furnished by the Partnership for use therein) specifically for the purpose of qualifying any or all of the Offered Units under the securities laws of any state or other jurisdiction (any such application, document or information being hereinafter called a "***Blue Sky Application***"), or (ii) the omission or alleged omission to state in the Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or in any amendment or supplement thereto or in any Permitted Issuer Information, any Non-Prospectus Road Show or any Blue Sky Application, any material fact required to be stated therein or necessary to make the statements therein (in the case of all of the foregoing, other than the Registration Statement, in the light of the circumstances under which they were made) not misleading, and shall reimburse the Underwriter and each such director, officer, employee, agent, affiliate or controlling person promptly upon demand for any legal or other expenses reasonably incurred by the Underwriter, director, officer, employee, agent, affiliate or controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred; *provided*, *however*, that the Partnership shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission of a material fact made in the Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus, or in any such amendment or supplement thereto or in any Permitted Issuer Information, any Non-Prospectus Road Show or any Blue Sky Application, in reliance upon and in conformity with written information concerning the Underwriter furnished to the Partnership by the Underwriter specifically for inclusion therein, which information consists solely of the information specified in Section 8(f) hereof. The foregoing indemnity agreement is in addition to any liability which the Partnership may otherwise have to the Underwriter or to any director, officer, employee, agent, affiliate or controlling person of the Underwriter.

(b) Each Selling Unitholder, severally and not jointly, shall indemnify and hold harmless the Underwriter, the directors, officers, employees and agents of the Underwriter, affiliates of the Underwriter who have participated in the distribution of the Offered Units as an underwriter, and each person, if any, who controls the Underwriter within the meaning of Section 15 of the Securities Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof (including, but not limited to, any loss, claim, damage, liability or action relating to purchases and sales of Offered Units), to which the Underwriter, director, officer, employee, agent, affiliate or controlling person may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained or included, as applicable, in (A) the Preliminary Prospectus, the Registration Statement, the Prospectus or in any amendment or supplement thereto, (B) any Issuer Free Writing Prospectus or in any amendment or supplement thereto, (C) any Permitted Issuer Information used or referred to in any "free writing prospectus" (as defined in Rule 405 of the Rules and Regulations) used or referred to by the Underwriter, or (D) any Non-Prospectus Road Show or (E) any Blue Sky Application, or (ii) the omission or alleged omission to state in the Preliminary Prospectus, the Registration Statement,

the Prospectus, any Issuer Free Writing Prospectus or in any amendment or supplement thereto or in any Permitted Issuer Information, any Non-Prospectus Road Show or any Blue Sky Application, any material fact required to be stated therein or necessary to make the statements therein (in the case of all of the foregoing, other than the Registration Statement, in the light of the circumstances under which they were made) not misleading, and shall reimburse the Underwriter and each such director, officer, employee, agent, affiliate or controlling person promptly upon demand for any legal or other expenses reasonably incurred by the Underwriter, director, officer, employee, agent, affiliate or controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred; *provided, however*, that such Selling Unitholder shall only be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission of a material fact made in the Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus, or in any such amendment or supplement thereto or in any Permitted Issuer Information, any Non-Prospectus Road Show or any Blue Sky Application, in reliance upon and in conformity with the Selling Unitholders Information. In addition, in no event shall such Selling Unitholder be required to provide indemnification pursuant to this Section 8(b) in an amount in excess of the total gross proceeds, after deducting underwriting discounts and commissions but before deducting expenses, to such Selling Unitholder from the sale of the Offered Units by such Selling Unitholder under this Agreement. The foregoing indemnity agreement is in addition to any liability which the Selling Unitholders may otherwise have to the Underwriter or to any director, officer, employee, agent, affiliate or controlling person of the Underwriter.

(c) The Underwriter shall indemnify and hold harmless the Partnership, the Selling Unitholders, their respective employees, the officers, directors of the General Partner, and each person, if any, who controls the Partnership or any Selling Unitholder within the meaning of Section 15 of the Securities Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof, to which the Partnership, any Selling Unitholder or any such officer, director, employee or controlling person may become subject, under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, (i) any untrue statement or alleged untrue statement of a material fact contained or included, as applicable, in the Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or in any amendment or supplement thereto or in any Non-Prospectus Road Show or Blue Sky Application, or (ii) the omission or alleged omission to state in the Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or in any amendment or supplement thereto or in any Non-Prospectus Road Show or Blue Sky Application, any material fact required to be stated therein or necessary to make the statements therein (in the case of all of the foregoing, other than the Registration Statement, in light of the circumstances under which they were made) not misleading, but in each case only to the extent that the untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information concerning the Underwriter furnished to the Partnership by the Underwriter specifically for inclusion therein, which information is limited to the information set forth in Section 8(f) hereof. The foregoing indemnity agreement is in addition to any liability that the Underwriter may otherwise have to the Partnership, any Selling Unitholder, or any such officer, director, employee or controlling person.

(d) Promptly after receipt by an indemnified party under this Section 8 of notice of any claim or the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the claim or the commencement of that action; *provided, however*, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have under this Section 8 except to the extent it has been materially prejudiced by such failure and, *provided, further*, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have to an indemnified party otherwise than under this Section 8. If any such claim or action shall be brought against an indemnified party, and it shall notify the indemnifying party thereof, the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for (i) the fees and expenses of more than one separate firm (in addition to any local counsel) for the Underwriter and all persons, if any, who control the Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act or who are affiliates of the Underwriter within the meaning of Rule 405 under the Securities Act, (ii) the fees and expenses of more than one separate firm (in addition to any local counsel) for the Partnership Entities, the directors and officers of the General Partner who sign the Registration Statement and each person, if any, who controls the Partnership Entities within the meaning of either such Section and (iii) the fees and expenses of more than one separate firm (in addition to any local counsel) for all Selling Unitholders and all persons, if any, who control the Selling Unitholders within the meaning of either such Section, and that all such fees and expenses shall be reimbursed as they are incurred. In the case of any such separate firm for the Underwriter and such control persons and affiliates of the Underwriter, such firm shall be designated in writing by the Underwriter. In the case of any such separate firm for the Partnership Entities, and such directors, officers and control persons of the General Partner, such firm shall be designated in writing by the Company. No indemnifying party shall (A) without the prior written consent of the indemnified parties (which consent shall not be unreasonably withheld), settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not include any findings of fact or admissions of fault or culpability as to the indemnified party, or (B) be liable for any settlement of any such action effected without its written consent (which consent shall not be unreasonably withheld), but if settled with the consent of the indemnifying party or if there be a final judgment for the plaintiff in any such action, the indemnifying party agrees to indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment.

(e) If the indemnification provided for in this Section 8 shall for any reason be unavailable to or insufficient to hold harmless an indemnified party under Section 8(a), Section 8(b) or Section 8(c) in respect of any loss, claim, damage or liability, or any action in respect thereof, referred to therein, then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability, or action in respect thereof, (i) in such proportion as shall be appropriate to reflect the relative benefits received by the Partnership and the Selling Unitholders, on the one hand, and the Underwriter on the other, from the offering of the Offered Units or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Partnership and the Selling Unitholders, on the one hand, and the Underwriter on the other, with respect to the statements or omissions that resulted in such loss, claim, damage or liability, or action in respect thereof, as well as any other relevant equitable considerations. The relative benefits received by the Partnership and the Selling Unitholders, on the one hand, and the Underwriter on the other, with respect to such offering shall be deemed to be in the same proportion as the total net proceeds from the offering of the Offered Units purchased under this Agreement (before deducting expenses) received by the Selling Unitholders, as set forth in the table on the cover page of the Prospectus, on the one hand, and the total underwriting discounts and commissions received by the Underwriter with respect to the Offered Units purchased under this Agreement, as set forth in the table on the cover page of the Prospectus, on the other hand. The relative fault shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Partnership, any Selling Unitholder (such information being limited to the Selling Unitholders Information) or the Underwriter, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Partnership, the Selling Unitholders, and the Underwriter agree that it would not be just and equitable if contributions pursuant to this Section 8(e) were to be determined by pro rata allocation (even if the Underwriter were treated as one entity for such purpose) or by any other method of allocation that does not take into account the equitable considerations referred to herein. The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Section 8(e) shall be deemed to include, for purposes of this Section 8(e), any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8(e), the Underwriter shall not be required to contribute any amount in excess of the amount by which the net proceeds from the sale of the Offered Units underwritten by it exceeds the amount of any damages that the Underwriter has otherwise paid or become liable to pay by reason of any untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(f) The Underwriter confirms, and each of the Partnership and the Selling Unitholders, acknowledges and agrees that (i) the concession and reallowance figures and (ii) the first sentence of the ninth paragraph and the third sentence of the tenth paragraph relating to stabilization by the Underwriter appearing under the caption "Underwriting" in, the Preliminary Prospectus and the Prospectus constitute the only information concerning the Underwriter furnished in writing to the Partnership by or on behalf of the Underwriter specifically for inclusion in the Preliminary Prospectus, the Registration Statement, the Prospectus, any Issuer Free Writing Prospectus or in any amendment or supplement thereto or in any Non-Prospectus Road Show.

Section 9. [Intentionally Omitted].

Section 10. Termination.

The obligations of the Underwriter hereunder may be terminated by the Underwriter by notice given to and received by the Partnership and the Selling Unitholders prior to delivery of and payment for the Offered Units if, at any time prior to such delivery and payment, (i) trading in any securities of the Partnership shall have been suspended on any exchange or in the over-the-counter market by the Commission or the NYSE, (ii) trading in securities generally on the NYSE, NYSE MKT, the NASDAQ Stock Market or in the over-the-counter market shall have been suspended or limited or minimum prices shall have been established on any such exchange or market by the Commission, by such exchange, or by any other regulatory body or governmental authority, (iii) a banking moratorium shall have been declared either by Federal or New York State authorities, or (iv) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or other calamity or crisis, the effect of which on financial markets in the United States is such as to make it, in the sole judgment of the Underwriter, impractical or inadvisable to proceed with the offering or delivery of the Offered Units as contemplated in the Preliminary Prospectus or the Prospectus (exclusive of any amendment or supplement thereto).

Section 11. Reimbursement of Underwriter's Expenses.

If any Selling Unitholder shall fail to tender the Offered Units for delivery to the Underwriter by reason of any failure, refusal or inability on the part of such Selling Unitholder or the Partnership to perform any agreement on its part to be performed, or because any other condition to the Underwriter's obligations hereunder required to be fulfilled by such Selling Unitholder or the Partnership is not fulfilled for any reason, then such Selling Unitholder will reimburse the Underwriter for all reasonable out-of-pocket expenses (including fees and disbursements of counsel) incurred by the Underwriter in connection with this Agreement and the proposed purchase of the Offered Units, and upon demand such Selling Unitholder shall pay the full amount thereof to the Underwriter. If any Selling Unitholder is required to make any payments to the Underwriter under this Section 11 because of the Partnership's refusal, inability or failure to satisfy any condition to the obligation of the Underwriter set forth in Section 7, the Partnership shall reimburse such Selling Unitholder on demand for all amounts so paid. If this Agreement is terminated pursuant to Section 10(ii), (iii) or (iv), then none of the Selling Unitholders shall be obligated to reimburse the Underwriter on account of the expenses described in the first sentence of this Section 11.

Section 12. Research Independence.

Each of the Partnership and each Selling Unitholder, severally and not jointly, acknowledges that the Underwriter's research analysts and research departments are required to be independent from their respective investment banking divisions and are subject to certain regulations and internal policies, and that the Underwriter's research analysts may hold views and make statements or investment recommendations and/or publish research reports with respect to the Partnership, the Selling Unitholders and/or the offering that differ from the views of their respective investment banking divisions. Each of the Partnership and each Selling Unitholder, severally and not jointly, hereby waives and releases, to the fullest extent permitted by law, any claims that the Partnership or such Selling Unitholder may have against the Underwriter with respect to any conflict of interest that may arise from the fact that the views expressed by their independent research analysts and research departments may be different from or inconsistent with the views or advice communicated to the Partnership or such Selling Unitholder by the Underwriter's investment banking divisions. Each of the Partnership and each Selling Unitholder, severally and not jointly, acknowledges that the Underwriter is a full service securities firm and as such from time to time, subject to applicable securities laws, may effect transactions for its own account or the account of its customers and hold long or short positions in debt or equity securities of the companies that may be the subject of the transactions contemplated by this Agreement.

Section 13. No Fiduciary Duty.

The Partnership and the each Selling Unitholder, severally and not jointly, hereby acknowledges that (a) the purchase and sale of the Offered Units pursuant to this Agreement, including without limitation the determination of the public offering price of the Offered Units and any interaction that the Underwriter has with the Partnership Entities, the Selling Unitholders and/or their respective representatives or agents in relation thereto, is part of an arm's-length commercial transaction between the Partnership and the Selling Unitholders, on the one hand, and the Underwriter and any affiliate through which it may be acting, on the other, (b) the Underwriter is acting as principal and not as an agent or fiduciary of the Partnership or the Selling Unitholders and, with respect to any natural person Selling Unitholders, the interactions engaged in with respect to this Agreement or the transactions contemplated hereby between the Underwriter and any such affiliates, on the one hand, and any such Selling Unitholders and any such representatives or agents, on the other, will not be deemed to form a relationship with such Selling Unitholders that would require the Underwriter to treat the Selling Unitholders as a "retail customer" for purposes of Regulation Best Interest ("***Reg BI***") pursuant to Rule 15l-1 of the Exchange Act, or a "retail investor" for purposes of Form CRS ("***Form CRS***") pursuant to Rule 17a-14 of the Exchange Act and (c) the Partnership's and the Selling Unitholders' engagement of the Underwriter in connection with the offering of the Offered Units and the process leading up to the offering of the Offered Units is as independent contractors and not in any other capacity. Furthermore, each of the Partnership and each Selling Unitholder, severally and not jointly, agrees that they are solely responsible for making their own judgments in connection with the offering of the Offered Units and other matters addressed herein or contemplated hereby (irrespective of whether any of the Underwriter has advised or is currently advising the Partnership or any Selling Unitholder on related or other matters). Each of the Partnership and each Selling Unitholder, severally and not jointly, also acknowledges and agrees that the Underwriter has not rendered to it any investment advisory services of any nature or respect and will not claim that the Underwriter

owes any agency, fiduciary or similar duty to the Partnership or any Selling Unitholder, in connection with the offering of the Offered Units and such other matters or the process leading thereto. Each Selling Unitholder, severally and not jointly, further acknowledges and agrees that, although the Underwriter may provide the Selling Unitholders with certain Reg BI and Form CRS disclosures or other related documentation in connection with the offering of the Offered Units, the Underwriter is not making a recommendation to the Selling Unitholders to participate in the offering or sell any Offered Units at the purchase price set forth in Section 2 above, and nothing set forth in such disclosures or documentation is intended to suggest that the Underwriter is making such a recommendation.

Section 14. Notices, Etc.

All statements, requests, notices and agreements hereunder shall be in writing, and:

(a) if to the Underwriter, shall be delivered or sent by mail or facsimile transmission to:

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019
Attention: Syndicate Registration (Fax: (646) 834-8133)

(b) if to the Partnership, it shall be sufficient in all respects if delivered or sent to the Partnership at the offices of the Partnership at Energy Transfer LP, 8111 Westchester Drive, Suite 600, Dallas, Texas 75225, Attention: Dylan A. Bramhall, Group Chief Financial Officer;

(c) if to the Selling Unitholders, shall be delivered or sent by mail or facsimile transmission to such Selling Unitholder's address set forth in Schedule 1 hereto; and

provided, however, that any notice to an Underwriter pursuant to Section 8(d) shall be delivered or sent by mail or facsimile transmission to the Underwriter at its address set forth in its acceptance telex to the Underwriter, which address will be supplied to any other party hereto by the Underwriter upon request. Any such statements, requests, notices or agreements shall take effect at the time of receipt thereof.

Section 15. Persons Entitled to Benefit of Agreement.

This Agreement shall inure to the benefit of and be binding upon the Underwriter, the Partnership, the Selling Unitholders and their respective successors. This Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except that (A) the representations, warranties, indemnities and agreements of the Partnership and/or the Selling Unitholders contained in this Agreement shall also be deemed to be for the benefit of the directors, officers, employees and agents of the Underwriter, affiliates of the Underwriter who have, or are alleged to have, participated in the distribution of the Offered Units as underwriters, and each person or persons, if any, who control the Underwriter within the meaning of Section 15 of the Securities Act and (B) the indemnity agreement of the Underwriter contained in Section 8(c) of this Agreement shall be deemed to be for the benefit of the directors of the General Partner, the officers of the General Partner who have signed the Registration Statement and any person controlling the Partnership within the meaning of Section 15 of the Securities Act. Nothing in this Agreement is intended or shall be construed to give any person, other than the persons referred to in this Section 15, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

Section 16. Survival.

The respective indemnities, representations, warranties and agreements of the Partnership, the Selling Unitholders and the Underwriter contained in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall survive the delivery of and payment for the Offered Units and shall remain in full force and effect, regardless of any investigation made by or on behalf of any of them or any person controlling any of them.

Section 17. Definition of the Terms "Business Day," "Subsidiary" and "Affiliate".

For purposes of this Agreement, (a) "***business day***" means each Monday, Tuesday, Wednesday, Thursday or Friday that is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close and (b) "***subsidiary***" and "***affiliate***" have their respective meanings set forth in Rule 405 of the Rules and Regulations.

Section 18. Governing Law.

This Agreement and any claim, counterclaim or dispute of any kind or nature whatsoever arising out of or in any way relating to this Agreement, directly or indirectly, shall be governed by, and construed in accordance with, the internal laws of the State of New York.

Section 19. Counterparts.

This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument. This Agreement may be delivered via facsimile, electronic mail (including pdf or any electronic signature covered by the U.S. federal ESIGN Act of 2000, the Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com or www.echosign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 20. Headings.

The headings herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

Section 21. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that the Underwriter is a Covered Entity (as defined in this Section 21) and becomes subject to a proceeding under a U.S. Special Resolution Regime (as defined in this Section 21), the transfer from the Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that the Underwriter is a Covered Entity or a BHC Act Affiliate (as defined in this Section 21) of the Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights (as defined in this Section 21) under this Agreement that may be exercised against the Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

(c) For purposes of this Section 21: (i) a "***BHC Act Affiliate***" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k); (ii) a "***Covered Entity***" means any of the following: (A) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (B) "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (C) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b); (iii) "***Default Right***" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and (iv) "***U.S. Special Resolution Regime***" means each of (A) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (B) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

(*Signature pages follow*)

If the foregoing correctly sets forth the agreement among the Partnership, the Selling Unitholders and the Underwriter, please indicate your acceptance in the space provided for that purpose below.

Very truly yours,

(The Partnership)

ENERGY TRANSFER LP

By: LE GP, LLC, its general partner

By: /s/ Dylan A. Bramhall
Name: Dylan A. Bramhall
Title: Executive Vice President & Group Chief Financial Officer

(The Selling Unitholders)

STONEPEAK REMUDA INVESTMENT HOLDINGS LLC

By: /s/ Michael Bricker
Name: Michael Bricker
Title: Senior Managing Director

WTG MIDSTREAM LLC

By: Stonepeak Remuda Investment Holdings LLC

By: /s/ Michael Bricker
Name: Michael Bricker
Title: Senior Managing Director

Accepted:

Barclays Capital Inc.

By: /s/ Amit Chandra
Name: Amit Chandra
Title: Managing Director

SCHEDULE 1

Selling Unitholders	Number of Offered Units
Stonepeak Remuda Investment Holdings LLC[1]	18,107,310
WTG Midstream LLC[2]	20,648,686
Total	38,755,996

Affiliated Purchasers	Number of Offered Units
Kelcy L. Warren	3,000,000
Gregory G. McIlwain	20,000
Thomas E. Long	20,000
Total	3,040,000

1 Notices hereunder shall be delivered to Stonepeak Remuda Investment Holdings LLC, 550 West 34th St, 48th Floor, New York, NY 10001, Attention: Legal Department.

2 Notices hereunder shall be delivered to WTG Midstream LLC, 303 Veterans Airpark Lane, Suite 5000, Midland, TX 79705, Attention: Legal Department, Email: WTGLegal@westtexasgas.com.

SCHEDULE 1(z)
REGISTRATION RIGHTS AGREEMENTS

Registration Rights Agreement, dated as of May 2, 2023, by and among Energy Transfer LP, Lotus Midstream, LLC and certain investors named therein.

Registration Rights Agreement, dated as of July 15, 2024, by and among Energy Transfer LP, WTG Midstream LLC and certain investors named therein.

SCHEDULE 2

Issuer Free Writing Prospectuses: None.

Pricing Information:

Number of Offered Units: 38,755,996

Public offering price for the Offered Units: $15.78 per Offered Unit

SCHEDULE 3

PERSONS DELIVERING LOCK-UP AGREEMENTS

Officers of the General Partner:

- Thomas E. Long
- Marshall S. McCrea, III
- Dylan A. Bramhall
- James M. Wright, Jr.
- A. Troy Sturrock
- Gregory G. McIlwain

Directors of the General Partner:

- Kelcy L. Warren
- Matthew S. Ramsey
- Steven R. Anderson
- Richard D. Brannon
- Michael K. Grimm
- John W. McReynolds
- James R. Perry

ANNEX 1

JURISDICTIONS OF FORMATION AND QUALIFICATION

Name of Entity	Jurisdiction of Formation	Other Jurisdictions of Registration or Qualification
Energy Transfer LP	Delaware	Missouri, Ohio, Texas, North Dakota
LE GP, LLC	Delaware	Ohio, North Dakota

ANNEX 2

MATERIAL SUBSIDIARIES

Entity	Jurisdiction in which registered
Energy Transfer Crude Marketing LLC	Texas
Energy Transfer GC NGL Marketing LLC	Delaware
Energy Transfer GC NGL Pipelines LP	Delaware
Energy Transfer GC NGL Product Services LLC	Delaware
Energy Transfer GC NGLs LLC	Delaware
Energy Transfer Interstate Holdings, LLC	Delaware
ET CC Holdings LLC	Delaware
ET COAM Holdings LLC	Delaware
ET Intrastate Holdings LLC	Delaware
ET Gathering & Processing LLC	Texas
ETP Holdco Corporation	Delaware
La Grange Acquisition, L.P.	Texas
Sunoco LP	Delaware
Sunoco Pipeline L.P.	Texas

EXHIBIT A

FORM OF OPINION AND 10b-5 STATEMENT OF VINSON & ELKINS L.L.P.

[To be provided to the Underwriters]

EXHIBIT B

FORM OF OPINION OF GENERAL COUNSEL
OR ASSOCIATE GENERAL COUNSEL

[To be provided to the Underwriters]

EXHIBIT C

FORM OF OPINION OF SIDLEY AUSTIN LLP

[To be provided to the Underwriters]

EXHIBIT D

FORM OF LOCK-UP AGREEMENT

August 9, 2024

Barclays Capital Inc.
745 Seventh Avenue
New York, New York 10019

Ladies and Gentlemen:

The undersigned understands that you (the "***Underwriter***") propose to enter into an Underwriting Agreement (the "***Underwriting Agreement***") providing for the purchase by the Underwriter from the selling unitholders named in the Underwriting Agreement, of common units representing limited partnership interests (the "***Common Units***") in Energy Transfer LP, a Delaware limited partnership (the "***Partnership***"), and that the Underwriter proposes to reoffer the Offered Units as set forth in the Prospectus (the "***Offering***"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Underwriting Agreement.

In consideration of the execution of the Underwriting Agreement by the Underwriter, and for other good and valuable consideration, the undersigned hereby irrevocably agrees that, without the prior written consent of the Underwriter, the undersigned will not, directly or indirectly, (1) offer for sale, sell, pledge, or otherwise transfer or dispose of (or enter into any transaction or device that is designed to, or could be expected to, result in the transfer or disposition by any person at any time in the future of) any Common Units (including, without limitation, Common Units that may be deemed to be beneficially owned by the undersigned in accordance with the Rules and Regulations of the Commission and Common Units that may be issued upon exercise of any option or warrant) or securities convertible into or exercisable or exchangeable for Common Units, (2) enter into any swap or other derivatives transaction that transfers to another, in whole or in part, any of the economic benefits or risks of ownership of Common Units or securities convertible into or exercisable or exchangeable for Common Units, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Units or other securities, in cash or otherwise or (3) make any demand for or exercise any right or cause to be filed a registration statement, including any amendments thereto, with respect to the registration of any Common Units or securities convertible into or, exercisable or exchangeable for Common Units or any other securities of the Partnership, for a period commencing on the date hereof and ending on the 30th day after the date of the final prospectus relating to the Offering (such thirty day period, the "***Lock-Up Period***"). Notwithstanding the foregoing, the restrictions in this Lock-Up Agreement shall not apply to: (i) the settlement of any transaction pending on the date hereof; (ii) bona fide gifts, sales or other dispositions of Common Units, in each case that are made exclusively between and among the undersigned or members of the undersigned's family, or affiliates of the undersigned, including its partners (if a partnership) or members (if a limited liability company); (iii) the exercise of options or vesting or settlement of any other equity-based award, including any Common Units withheld by the Partnership to pay the applicable exercise price or taxes associated with such awards, provided, however, that any Common Units received upon such exercise,

vesting or settlement, following any applicable net settlement or net withholding, will be subject to the restrictions of this Lock-Up Agreement; (iv) the transfer or disposition of any Common Units (a) as a result of the operation of law, or pursuant to an order of a court (including a domestic order, divorce settlement, divorce decree, or separation agreement) or regulatory agency or (b) by will, other testamentary document or intestate succession; and (v) the repurchase of Common Units by the Partnership pursuant to equity award agreements or other contractual arrangements providing for the right of said repurchase in connection with the termination of the undersigned's employment or service with the Partnership; *provided that*, except in connection with the settlement of any transaction pending on the date hereof, it shall be a condition to any such transfer that (i) the transferee/donee agrees to be bound by the terms of this Lock-up Agreement (including, without limitation, the restrictions set forth in the preceding sentence) to the same extent as if the transferee/donee were a party hereto, (ii) no filing by any party (donor, donee, transferor or transferee) under the Exchange Act shall be required or shall be voluntarily made in connection with such transfer or distribution (other than a filing on (a) Form 4 associated with clause (iii) above or (b) Form 5 made after the expiration of the Lock-Up Period), (iii) each party (donor, donee, transferor or transferee) shall not be required by law (including without limitation the disclosure requirements of the Securities Act and the Exchange Act) to make, and shall agree to not voluntarily make, any public announcement of the transfer or disposition, and (iv) the undersigned notifies the Underwriter at least two business days prior to the proposed transfer or disposition. Notwithstanding the above, the undersigned may purchase Common Units on the open market after completion of the Offering; *provided that*, such purchased Common Units will immediately become subject to this Lock-Up Agreement for so long as this Lock-Up Agreement remains in effect.

In furtherance of the foregoing, the Partnership and its transfer agent are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Lock-Up Agreement.

It is understood that, if the Selling Unitholders and the Partnership notifies the Underwriter that the Selling Unitholders and the Partnership do not intend to proceed with the Offering, if the Underwriting Agreement does not become effective, or if the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Offered Units, the undersigned will be released from its obligations under this Lock-Up Agreement.

The undersigned understands that the Partnership and the Underwriter will proceed with the Offering in reliance on this Lock-Up Agreement.

Whether or not the Offering actually occurs depends on a number of factors, including market conditions. Any Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Partnership, the Selling Unitholders and the Underwriter.

THIS LOCK-UP AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Lock-Up Agreement and that, upon request, the undersigned will execute any additional documents necessary in connection with the enforcement hereof. Any obligations of the undersigned shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

(*Signature page follows*)

Sincerely,

By: _____
Name:
Title:

Exhibit D-4

Exhibit 8.1

August 8, 2024

Energy Transfer LP
8111 Westchester Drive, Suite 600
Dallas, Texas 75225

Re: Energy Transfer LP Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as counsel for Energy Transfer LP (the "***Partnership***"), a Delaware limited partnership, with respect to certain legal matters in connection with the preparation of a Prospectus Supplement dated on or about the date hereof (the "***Prospectus Supplement***") and the Prospectus dated July 17, 2024 (the "***Prospectus***") forming part of the Registration Statement on Form S-3 (the "***Registration Statement***"). The Registration Statement relates to the registration under the Securities Act of 1933, as amended, (the "***Securities Act***") of common units representing limited partner interests in the Partnership.

This opinion is based on various facts and assumptions, and is conditioned upon certain representations made by the Partnership as to factual matters through a certificate of an officer of the Partnership (the "***Officer's Certificate***"). In addition, this opinion is based upon the factual representations of the Partnership concerning its business, properties and governing documents as set forth in the Registration Statement.

In our capacity as counsel to the Partnership, we have made such legal and factual examinations and inquiries, including an examination of originals or copies certified or otherwise identified to our satisfaction of such documents, corporate records and other instruments, as we have deemed necessary or appropriate for purposes of this opinion. In our examination, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures thereon, the legal capacity of natural persons executing such documents and the conformity to authentic original documents of all documents submitted to us as copies. For the purpose of our opinion, we have not made an independent investigation or audit of the facts set forth in the above-referenced documents or in the Officer's Certificate. In addition, in rendering this opinion we have assumed the truth and accuracy of all representations and statements made to us which are qualified as to knowledge or belief, without regard to such qualification.

We hereby confirm that all statements of legal conclusions contained in the discussion in the Prospectus under the caption "Material U.S. Federal Income Tax Consequences" constitute the opinion of Vinson & Elkins L.L.P. with respect to the matters set forth therein as of the effective date of the Registration Statement, subject to the assumptions, qualifications, and limitations set forth therein. This opinion is based on various

statutory provisions, regulations promulgated thereunder and interpretations thereof by the Internal Revenue Service and the courts having jurisdiction over such matters, all of which are subject to change either prospectively or retroactively. Also, any variation or difference in the facts from those set forth in the representations described above, including in the Registration Statement and the Officer's Certificate, may affect the conclusions stated herein.

No opinion is expressed as to any matter not discussed in the Prospectus under the caption "Material U.S. Federal Income Tax Consequences." We are opining herein only as to the federal income tax matters described above, and we express no opinion with respect to the applicability to, or the effect on, any transaction or other federal laws, foreign laws, the laws of any state or any other jurisdiction or as to any matters of municipal law or the laws of any other local agencies within any state.

This opinion is rendered to you as of the effective date of the Registration Statement, and we undertake no obligation to update this opinion subsequent to the date hereof. This opinion is furnished to you and may be relied on by you in connection with the transactions set forth in the Registration Statement. In addition, this opinion may be relied on by persons entitled to rely on it pursuant to applicable provisions of federal securities law, including persons purchasing common units pursuant to the Registration Statement. However, this opinion may not be relied upon for any other purpose or furnished to, assigned to, quoted to or relied upon by any other person, firm or other entity, for any purpose, without our prior written consent.

We hereby consent to the filing of this opinion of counsel as Exhibit 8.1 to the Current Report on Form 8-K of the Partnership dated on or about the date hereof and to the incorporation by reference of this opinion of counsel into the Registration Statement. In giving such consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ VINSON & ELKINS L.L.P.

Vinson & Elkins L.L.P.

Exhibit 99.1

ENERGY TRANSFER ANNOUNCES PRICING OF SECONDARY PUBLIC OFFERING OF COMMON UNITS

SELLING UNITHOLDERS WILL RECEIVE ALL PROCEEDS OF OFFERING

August 9, 2024

DALLAS, Texas—Energy Transfer LP ("Energy Transfer" or the "Partnership") (NYSE: ET) today announced the pricing of an underwritten secondary public offering of an aggregate of 38,755,996 of its common units representing limited partner interests (the "common units"), at a price to the public of $15.78 per unit, by WTG Midstream LLC and an affiliate of Stonepeak (the "Selling Unitholders").

The Selling Unitholders will receive all proceeds from the offering. Energy Transfer will not sell any common units in the offering and will not receive any proceeds therefrom. Certain officers and directors of the Partnership's general partner, LE GP, LLC (such officers and directors, "affiliated purchasers"), have agreed to purchase an aggregate of 3,040,000 common units at the price per common unit paid by the underwriter to the Selling Unitholders. The underwriter will not receive any underwriting discounts or commissions under this offering for sales of common units to the affiliated purchasers.

Barclays is serving as the underwriter for the offering. The offering is expected to close on August 12, 2024, subject to customary closing conditions.

The offering is being made pursuant to a registration statement previously filed by the Partnership with the U.S. Securities and Exchange Commission (the "SEC") that was declared effective on July 31, 2024.

The offering is being made only by means of a prospectus and prospectus supplement that meet the requirements under the Securities Act of 1933, as amended (the "Securities Act"). Copies of the preliminary prospectus supplement and accompanying base prospectus and final prospectus supplement, when available, may be obtained from: Barclays Capital Inc., c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717, or by email at Barclaysprospectus@broadridge.com; or by accessing the SEC's website at www.sec.gov.

This press release shall not constitute an offer to sell or a solicitation of an offer to buy common units or any other securities, nor shall there be any sale of securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful without registration or qualification under the securities laws of any such state or jurisdiction.

About Energy Transfer

Energy Transfer LP (NYSE: ET) owns and operates one of the largest and most diversified portfolios of energy assets in the United States, with more than 130,000 miles of pipeline and associated energy infrastructure. Energy Transfer's strategic network spans 44 states with assets in all of the major U.S. production basins. Energy Transfer is a publicly traded limited partnership with core operations that include complementary natural gas midstream, intrastate and interstate transportation and storage assets; crude oil, natural gas liquids ("NGL") and refined product transportation and terminalling assets; and NGL fractionation. Energy Transfer also owns Lake Charles LNG Company, as well as the general partner interests, the incentive distribution rights and approximately 21% of the outstanding common units of Sunoco LP (NYSE: SUN), and the general partner interests and approximately 39% of the outstanding common units of USA Compression Partners, LP (NYSE: USAC).

Forward-Looking Statements

This news release may include certain statements concerning expectations for the future that are forward-looking statements as defined by federal law. In some cases, forward-looking statements can be identified by words such as "anticipates," "believes," "intends," "projects," "plans," "expects," "continues," "estimates," "goals," "forecasts," "may," "will" and other similar expressions. Each forward-looking statement made by us is based only on information currently available to us and speaks only as of the date on which it is made. Such forward-looking statements are subject to a variety of known and unknown risks, uncertainties, and other factors that are difficult to predict, many of which are beyond management's control. You should not place undue reliance on forward-looking statements. An extensive list of factors that may affect future results, including future distribution levels, are discussed in the Partnership's Annual Report on Form 10-K and other documents filed from time to time with the Securities and Exchange Commission. The Partnership undertakes no obligation to update or revise any forward-looking statement to reflect new information or events.

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