

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

**FORM 8-K**

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

**Date of Report (Date of earliest event reported): November 19, 2019**

**ENERGY TRANSFER OPERATING, L.P.**  
(Exact name of Registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**1-31219**  
(Commission  
File Number)

**73-1493906**  
(IRS Employer  
Identification Number)

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

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

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.

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
7.375% Series C Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units	ETPPrC	New York Stock Exchange
7.625% Series D Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units	ETPPrD	New York Stock Exchange
7.600% Series E Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units	ETPPrE	New York Stock Exchange
7.500% Senior Notes due 2020	ETP 20	New York Stock Exchange
4.250% Senior Notes due 2023	ETP 23	New York Stock Exchange
5.875% Senior Notes due 2024	ETP 24	New York Stock Exchange
5.500% Senior Notes due 2027	ETP 27	New York Stock Exchange



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**Item 1.01. Entry into a Material Definitive Agreement.****364-Day Credit Agreement Amendment**

On November 19, 2019, Energy Transfer Operating, L.P., a Delaware limited partnership (the “Partnership”), entered into Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement (the “Amendment”) with the lenders party thereto and the Administrative Agent pursuant to which the lenders thereto severally agreed to (a) extend the maturity date of the Partnership’s 364-day existing revolving credit facility provided pursuant to the 364-Day Credit Agreement, dated as of December 1, 2017 (as amended by that certain Amendment No. 1 to 364-Credit Agreement, Joinder and Extension Agreement, dated as of October 19, 2018, and as further amended, supplemented and modified, the “Credit Agreement”), by and among the Partnership, the several banks and other financial institutions party thereto and the Administrative Agent of the Credit Agreement, for an additional 364 days to November 27, 2020, with such extension to become effective on November 29, 2019, and (b) amend certain other provisions of the Credit Agreement as more specifically set forth in the Amendment.

The disclosure contained in this Item 1.01 does not purport to be a complete description of the Amendment and is qualified in its entirety by reference to the Amendment, which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth under Item 1.01 above is incorporated into this Item 2.03 by reference.

**Item 9.01. Financial Statements and Exhibits.**

(a) Exhibits

<b><u>Exhibit Number</u></b>	<b><u>Description</u></b>
10.1	<a href="#"><u>Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement dated as of November 19, 2019 among Energy Transfer Operating, L.P., Sunoco Logistics Partners Operations L.P., Wells Fargo Bank, National Association, as Administrative Agent, the other lenders party thereto and the other parties named therein.</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURES**

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

**ENERGY TRANSFER OPERATING, L.P.**

By: Energy Transfer Partners GP, L.P.,  
its general partner

By: Energy Transfer Partners, L.L.C.,  
its general partner

Date: November 21, 2019

By: /s/ Thomas E. Long  
Thomas E. Long  
Chief Financial Officer

AMENDMENT NO. 2 TO 364-DAY CREDIT AGREEMENT AND EXTENSION AGREEMENT

THIS AMENDMENT NO. 2 TO 364-DAY CREDIT AGREEMENT AND EXTENSION AGREEMENT (this "Amendment"), dated as of November 19, 2019, is entered into by and among ENERGY TRANSFER OPERATING, L.P., a Delaware limited partnership (the "Borrower"), SUNOCO LOGISTICS PARTNERS OPERATIONS L.P., a Delaware limited partnership (the "Guarantor"), the Lenders (as defined below) party hereto constituting the Majority Lenders, the Lenders party hereto constituting the Consenting Lenders (as defined below) and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent").

WITNESSETH

WHEREAS, the Borrower, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent are parties to a 364-Day Credit Agreement, dated as of December 1, 2017 (as amended by that certain Amendment No. 1 to 364-Credit Agreement, Joinder and Extension Agreement, dated as of October 19, 2018, and as amended, restated, supplemented or otherwise modified prior to the Amendment No. 2 Effective Date (as defined below), the "Existing Credit Agreement"), and the Existing Credit Agreement, as amended by the amendments set forth in Section 2 of this Amendment, the "Credit Agreement");

WHEREAS, the Borrower has requested that the Lenders agree to amend certain provisions of the Existing Credit Agreement, with such amendments becoming effective on the Amendment No. 2 Effective Date;

WHEREAS, the Borrower desires to extend the Maturity Date for a period of 364 days, such extension to be effective as of the Second Extension Effective Date (as defined below);

WHEREAS, each Lender party hereto as a "Consenting Lender" is willing to extend the Existing Maturity Date applicable to it by 364 days on the Second Extension Effective Date, subject to the terms and conditions set forth in the Credit Agreement and below; and

WHEREAS, the Lenders party hereto constituting Majority Lenders (including all Consenting Lenders as of the Amendment No. 2 Effective Date) and the Administrative Agent have agreed to amend the Existing Credit Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Credit Agreement.

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Section 2. Amendment No. 2 Effective Date Amendments to Existing Credit Agreement. Subject to the satisfaction of the conditions precedent set forth in Section 3 below, on the Amendment No. 2 Effective Date, the Existing Credit Agreement shall be amended as follows:

(a) Section 1.01 of the Existing Credit Agreement shall be amended to add the following defined terms:

“Beneficial Ownership Certification” means a certification regarding beneficial ownership as required by the Beneficial Ownership Regulation.

“Beneficial Ownership Regulation” means 31 CFR § 1010.230.

“Benefit Plan” means any of (a) an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“Plan Asset Regulations” means 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA, as amended from time to time.

“PTE” means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

(b) A new Section 1.07 shall be added to the Existing Credit Agreement to read as follows:

**1.07 Divisions.** Any reference herein to a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale, disposition or transfer, or similar term, shall be deemed to apply to a division of or by a limited liability company, limited partnership or trust, or an allocation of assets to a series of a limited liability company, limited partnership or trust (or the unwinding of such a division or allocation), as if it were a merger, transfer, consolidation, amalgamation, consolidation, assignment, sale or transfer, or similar term, as applicable, to, of or with a separate Person. Any division of a limited liability company, limited partnership or trust shall constitute a separate Person hereunder (and each division of any limited liability company, limited partnership or trust that is a subsidiary, Subsidiary, Unrestricted Subsidiary, joint venture or any other like term shall also constitute such a Person or entity). For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction’s laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

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(c) A new Section 10.23 shall be added to the Existing Credit Agreement to read as follows:

**10.23 Certain ERISA Matters.**

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and each Arranger, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any Subsidiary, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of the Plan Asset Regulations) of one or more Benefit Plans with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement;

(ii) the transaction exemption set forth in one or more PTEs, such as PTE84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement;

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement; or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and each Arranger, and not, for the avoidance of doubt, to or for the benefit of the Borrower or any Subsidiary, that none

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of the Administrative Agent or any Arranger is a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

Section 3. Conditions to Amendment No. 2 Effective Date. The amendments to the Existing Credit Agreement set forth in Section 2 of this Amendment shall become effective on the date on which the following conditions have been met (such date, the "Amendment No. 2 Effective Date"):

(a) counterparts of this Amendment (including by facsimile or other electronic transmission), duly executed by the Borrower, the Guarantor, the Administrative Agent and the Lenders which constitute Majority Lenders (including each Consenting Lender as of the Amendment No. 2 Effective Date) have been delivered to the Administrative Agent;

(b) all fees required to be paid on the Amendment No. 2 Effective Date (including fees required to be paid pursuant to that certain Fee Letter, dated October 29, 2019 and by and among the Borrower, the Administrative Agent and the other parties thereto), and all reasonable and documented out-of-pocket expenses required to be reimbursed in accordance with the Credit Agreement for which invoices have been presented to Borrower (including the reasonable and documented out-of-pocket fees and expenses of legal counsel to the Administrative Agent) prior to the Amendment No. 2 Effective Date have been paid by the Borrower; and

(c) to the extent requested in writing at least ten (10) Business Days prior to the Amendment No. 2 Effective Date, to the extent the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, the Borrower shall have delivered to the Administrative Agent, and directly to any Lender requesting the same, a Beneficial Ownership Certification in relation to it at least three (3) Business Days prior to the Amendment No. 2 Effective Date.

The Administrative Agent shall notify the Borrower and the Lenders of the Amendment No. 2 Effective Date, and such notice shall be conclusive and binding.

Section 4. Extension of Maturity Date.

(a) Pursuant to Section 2.12 of the Credit Agreement, as of the Amendment No. 2 Effective Date, the Borrower notifies the Administrative Agent of its intention to exercise an Extension Option (the "Second Extension") to extend the Existing Maturity Date for a period of 364 days to November 27, 2020, with the Second Extension to become effective on November 29, 2019 (the "Second Extension Effective Date"). This Amendment shall serve as a "Notice of Extension" referenced in Section 2.12(b) of the Credit Agreement, and the Borrower agrees that the Notice of Extension pursuant to this Amendment (i) is irrevocable and (ii) constitutes a representation by the Borrower that (A) no Event of Default or Default has occurred and is continuing and (B) the representations and warranties contained in Article V of the Credit Agreement are correct in all material respects (except to the extent that any such representation or warranty is qualified by materiality, in which case such representations and warranties shall be



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true and correct in all respects) on and as of the Amendment No. 2 Effective Date, as though made on and as of such date (unless any representation and warranty expressly relates to an earlier date, in which case such representation and warranty shall be correct in all material respects as of such earlier date (except to the extent that any such representation or warranty is qualified by materiality, in which case such representations and warranties shall be true and correct in all respects)).

(b) The Lenders party hereto as Consenting Lenders and constituting at least the Majority Lenders so consent to the Second Extension to be effective on the Second Extension Effective Date. On the Second Extension Effective Date:

(i) the Existing Maturity Date and the Commitments of the Consenting Lenders shall be automatically extended for a period of 364 days to November 27, 2020, while the Existing Maturity Date of the Non-Consenting Lenders shall remain unchanged, and the Commitments of the Non-Consenting Lenders shall terminate on their respective Existing Maturity Date and all Loans of such Non-Consenting Lender shall be fully repaid, all as contemplated by Section 2.12(e) of the Credit Agreement, subject in all respects to the rights of the Borrower under Section 2.12(d) of the Credit Agreement.

(c) For the avoidance of doubt, the Second Extension constitutes an “Extension Option” referenced in Section 2.12 of the Credit Agreement, and as of the Second Extension Effective Date, after giving effect to the Second Extension, the Borrower may exercise no more than one (1) additional Extension Option pursuant to Section 2.12 of the Credit Agreement. This Amendment constitutes written notice to the Borrower and all of the Lenders of all consents given pursuant to the Credit Agreement with respect to this Second Extension.

Section 5. Second Extension Effective Date Adjustment. Upon the occurrence of the Second Extension Effective Date, (a) each Lender that holds Loans in an aggregate amount less than its Applicable Percentage (after giving effect to the Second Extension) of all Loans shall advance new Loans which shall be disbursed to the Administrative Agent and used to repay Loans outstanding to each Lender that holds Loans in an aggregate amount greater than its Applicable Percentage (after giving effect to the Second Extension) of all Loans, and (b) such other adjustments shall be made as the Administrative Agent shall specify so that each Lender’s Loans shall not exceed such Lender’s Commitment (after giving effect to the Second Extension).

Section 6. Ratification and Affirmation. Each of the Borrower and the Guarantor hereby (i) acknowledges the terms of this Amendment and (ii) ratifies and affirms its obligations under, and acknowledges, renews and extends its continued liability under, each Loan Document to which it is a party and agrees that each Loan Document to which it is a party remains in full force and effect, except as expressly amended hereby, after giving effect to the amendments contained herein.

Section 7. Representations and Warranties. Each of the Borrower and the Guarantor hereby represents and warrants to the Administrative Agent and the Lenders that (i) it has duly taken all action necessary to authorize the execution and delivery by it of this Amendment and to authorize the consummation of the transactions contemplated hereby and the performance of its obligations hereunder, (ii) this Amendment, when duly executed and delivered, will be a legal,

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valid and binding obligation of the Borrower or the Guarantor, as applicable, enforceable in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency or similar Laws of general application relating to the enforcement of creditors' rights, and (iii) as of the Amendment No. 2 Effective Date, all of the information included in the Beneficial Ownership Certification is true and correct.

Section 8. Effect of Amendment. From and after the Amendment No. 2 Effective Date, each reference in the Existing Credit Agreement to "this Agreement", "hereof", or "hereunder" or words of like import, and all references to the "Credit Agreement" in the Loan Documents and any and all other agreements, instruments, documents, notes, certificates, guaranties and other writings of every kind and nature shall be deemed to mean the Credit Agreement.

Section 9. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. Sections 10.14(b), (c) and (d) of the Existing Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

Section 10. Miscellaneous. Section 10.10 (Counterparts; Integration; Effectiveness), Section 10.12 (Severability), and Section 10.15 (Waiver of Jury Trial) of the Existing Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

Section 11. No Waiver; Loan Document. Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment (or any provision hereof) shall not operate as a waiver of any right, power or remedy of the Administrative Agent or the Lenders, nor constitute a waiver of any provision of the Credit Agreement. This Amendment shall be, and shall be construed and administered as, a Loan Document under the Credit Agreement.

Section 12. Successors and Assigns. All of the terms and provisions of this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Pages Follow]

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IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

**ENERGY TRANSFER OPERATING, L.P.**

By: Energy Transfer Partners GP, L.P.,  
its general partner

By: Energy Transfer Partners, L.L.C.,  
its general partner

By: /s/ Thomas E. Long

Name: Thomas E. Long

Title: Chief Financial Officer

**GUARANTOR:**

**SUNOCO LOGISTICS PARTNERS  
OPERATIONS L.P.**

By: Sunoco Logistics Partners GP LLC

By: /s/ Thomas E. Long

Name: Thomas E. Long

Title: Chief Financial Officer

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
(Energy Transfer Operating, L.P.)

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**WELLS FARGO BANK, NATIONAL  
ASSOCIATION,**  
as Administrative Agent, a Lender and a Consenting  
Lender

By: /s/ Nathan Starr  
Name: Nathan Starr  
Title: Director

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
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**Bank of America, N.A.,**  
as a Consenting Lender

By: /s/ Christopher DiBiase  
Name: Christopher DiBiase  
Title: Director

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
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**BARCLAYS BANK, PLC,**  
as a Consenting Lender

By: /s/ Sydney G. Dennis  
Name: Sydney G. Dennis  
Title: Director

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**Citibank, N.A.,**  
as a Consenting Lender

By: /s/ Michael Zeller  
Name: Michael Zeller  
Title: Vice President

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
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**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,**  
as a Consenting Lender

By: /s/ Nupur Kumar

Name: Nupur Kumar

Title: Authorized Signatory

By: /s/ Christopher Zybrick

Name: Christopher Zybrick

Title: Authorized Signatory

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
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**DEUTSCHE BANK AG NEW YORK BRANCH,**  
as a Consenting Lender

By: /s/ Ming K. Chu

Name: Ming K. Chu

Title: Director

By: /s/ Virginia Cosenza

Name: Virginia Cosenza

Title: Vice President

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(Energy Transfer Operating, L.P.)

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**JPMORGAN CHASE BANK, N.A.,**  
as a Consenting Lender

By: /s/ Stephanie Balette

Name: Stephanie Balette

Title: Authorized Officer

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
(Energy Transfer Operating, L.P.)

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**MIZUHO BANK, LTD.,**  
as a Consenting Lender

By: /s/ Edward Sacks  
Name: Edward Sacks  
Title: Authorized Signatory

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(Energy Transfer Operating, L.P.)

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**PNC BANK, NATIONAL ASSOCIATION**  
as a Consenting Lender

By: /s/ Kyle T. Helfrich

Name: Kyle T. Helfrich

Title: Vice President

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
(Energy Transfer Operating, L.P.)

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**ROYAL BANK OF CANADA,**  
as a Consenting Lender

By: /s/ Michael Sharp  
Name: Michael Sharp  
Title: Authorized Signatory

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
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**SUNTRUST BANK,**  
as a Consenting Lender

By: /s/ Carmen Malizia  
Name: Carmen Malizia  
Title: Director

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
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**MUFG Bank, Ltd,**  
as a Consenting Lender

By:  /s/ Christopher Facenda

Name: Christopher Facenda

Title: Director

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
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**THE TORONTO-DOMINION BANK, NEW YORK  
BRANCH,**  
as a Consenting Lender

By: /s/ Michael Borowiecki  
Name: Michael Borowiecki  
Title: Authorized Signatory

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
(Energy Transfer Operating, L.P.)



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**BMO Harris Bank N.A.**  
as a Consenting Lender

By: /s/ Matthew Davis  
Name: Matthew Davis  
Title: Director

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
(Energy Transfer Operating, L.P.)

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**Canadian Imperial Bank of Commerce, New York  
Branch,**

as a Consenting Lender

By: /s/ Donovan C. Broussard

Name: Donovan C. Broussard

Title: Authorized Signatory

By: /s/ Trudy Nelson

Name: Trudy Nelson

Title: Authorized Signatory

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
(Energy Transfer Operating, L.P.)

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**BBVA USA,**  
as a Consenting Lender

By: /s/ Mark H. Wolf  
Name: Mark H. Wolf  
Title: Senior Vice President

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
(Energy Transfer Operating, L.P.)

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**CREDIT AGRICOLE CORPORATE AND  
INVESTMENT BANK,**  
as a Consenting Lender

By: /s/ Dixon Schultz

Name: Dixon Schultz

Title: Managing Director

By: /s/ Michael Willis

Name: Michael Willis

Title: Managing Director

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
(Energy Transfer Operating, L.P.)

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**Fifth Third Bank, National Association**  
as a Consenting Lender

By: /s/ Richard Butler

Name: Richard Butler

Title: Senior Vice President

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
(Energy Transfer Operating, L.P.)

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**GOLDMAN SACHS BANK USA,**  
as a Consenting Lender

By: /s/ Ryan Durkin  
Name: Ryan Durkin  
Title: Authorized Signatory

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
(Energy Transfer Operating, L.P.)

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**HSBC BANK USA, N.A.,**  
as a Consenting Lender

By: /s/ Balaji Rajgopal  
Name: Balaji Rajgopal  
Title: Director

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
(Energy Transfer Operating, L.P.)

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**\_Morgan Stanley Senior Funding, Inc.\_**  
as a Consenting Lender

By: /s/ Michael King  
Name: Michael King  
Title: Vice President

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
(Energy Transfer Operating, L.P.)



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**Natixis, New York Branch,**  
as a Consenting Lender

By: /s/ Carlos Quinteros

Name: Carlos Quinteros

Title: Managing Director

By: /s/ Jarrett Price

Name: Jarrett Price

Title: Director

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
(Energy Transfer Operating, L.P.)

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**SUMITOMO MITSUI BANKING CORPORATION,**  
as a Consenting Lender

By: /s/ Michael Maguire

Name: Michael Maguire

Title: Executive Director

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
(Energy Transfer Operating, L.P.)

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**THE BANK OF NOVA SCOTIA - HOUSTON  
BRANCH,**

as a Consenting Lender

By:           /s/ Joe Lattanzi          

Name: Joe Lattanzi

Title: Managing Director

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
(Energy Transfer Operating, L.P.)

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**U.S. BANK NATIONAL ASSOCIATION,**  
as a Consenting Lender

By: /s/ Patrick Jeffrey

Name: Patrick Jeffrey

Title: Vice President

Signature Page to Amendment No. 2 to 364-Day Credit Agreement and Extension Agreement  
(Energy Transfer Operating, L.P.)