

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”), dated July 15, 2024, is entered into by and between WTG Midstream LLC, a Delaware limited liability company (“**Seller**”), and ETC Midland Gas Gathering LLC, a Texas limited liability company (“**Purchaser**”). Any capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement (as defined below).

WITNESSETH:

WHEREAS, Seller and Purchaser are party to that certain Contribution and Sale Agreement, dated as of May 28, 2024 (the “**Agreement**”), by and among Seller, Purchaser and, solely for the purposes set forth therein, Energy Transfer LP, a Delaware limited partnership;

WHEREAS, Seller owns 100% of the membership interests (the “**Acquired Interests**”) of WTG Midstream Holdings LLC, a Delaware limited liability company (the “**Company**”); and

WHEREAS, pursuant to the terms of the Agreement, Seller and Purchaser mutually desire that Seller shall contribute, sell, assign, transfer and convey all of the Acquired Interests to Purchaser, and that Purchaser receive, purchase and acquire such Acquired Interests from Seller, effective on the date hereof.

NOW, THEREFORE, for good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which consideration is hereby mutually acknowledged, Seller and Purchaser hereby covenant and agree as follows:

1. Assignment and Acceptance. Seller hereby contributes, sells, assigns, transfers and conveys to Purchaser, and Purchaser hereby receives, purchases and acquires from Seller, the Acquired Interests, free and clear of any and all Liens, other than Permitted Equity Liens, as set forth in, and upon the terms and conditions in, the Agreement. Seller hereby withdraws as a member of the Company, and Purchaser hereby succeeds to all of Seller’s rights under the limited liability company agreement of the Company and assumes and undertakes to perform and discharge any of the obligations attributable to the Acquired Interests from and after the date hereof.

2. Contribution and Sale Agreement. This Assignment is being executed solely to give effect to the transactions contemplated by the Agreement. Nothing in this Assignment, express or implied, is intended to, or will be construed to, modify, expand or limit in any way any term or provision of the Agreement, or constitute a waiver or release by any party to the Agreement of any liabilities, duties or obligations imposed thereby. To the extent that any term or provision of this Assignment is in any way inconsistent or in conflict with any term or provision of the Agreement, the Agreement will govern and control.

3. Miscellaneous. Each party hereto acknowledge and agrees that this Assignment shall be subject to the provisions set forth in Section 1.02 (Certain Principles of Interpretation), Section 11.06 (Exclusive Remedy), Section 13.06 (Amendments), Section 13.09 (Captions), Section 13.10 (Severability), Section 13.15 (Governing Law) and Section 13.16 (Consent to Jurisdiction) of the Agreement, in each case *mutatis mutandis*, as though set forth in full herein.

4. Binding Agreement. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Entire Agreement. This Assignment, together with the Agreement and the agreements and documents referred to therein contain the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way (including, for the avoidance of doubt, the Confidentiality Agreement).

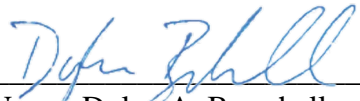
6. Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto to this Assignment may execute this Assignment by signing any such counterpart. In the event that any signature is delivered by email delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party hereto executing (or on whose behalf such signature is executed) with the same force and effect as if such “.pdf” signature page were an original thereof. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Assignment to be executed as of the date first written above.

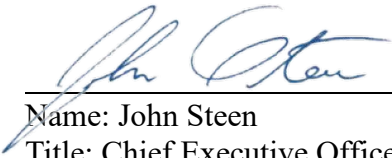
PURCHASER:

ETC MIDLAND GAS GATHERING LLC, a
Texas limited liability company

By: 
Name: Dylan A. Bramhall
Title: Executive Vice President and Group Chief
Financial Officer

SELLER:

WTG MIDSTREAM LLC, a Delaware limited liability company

By: 
Name: John Steen
Title: Chief Executive Officer