

**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): June 24, 2020

ENTERPRISE PRODUCTS PARTNERS L.P.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-14323
(Commission
File Number)

76-0568219
(IRS Employer
Identification No.)

1100 Louisiana Street, 10th Floor, Houston, Texas
(Address of principal executive offices)

77002
(Zip Code)

Registrant's telephone number, including area code: (713) 381-6500

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 (see General Instruction A.2):

- 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))

Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange On Which Registered
Common Units	EPD	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 8.01 Other Events.

On June 24, 2020, Enterprise Products Partners L.P. (the “Partnership”), Enterprise Products OLPGP, Inc., Enterprise Products Operating LLC and Skyline North Americas, Inc. (the “Selling Unitholder”), a wholly owned subsidiary of Marquard & Bahls AG, a German corporation (together with its affiliates, “M&B”), entered into an equity distribution agreement (the “Agreement”) with Morgan Stanley & Co. LLC (the “Sales Agent”), pursuant to which the Selling Unitholder may offer and sell from time to time through the Sales Agent common units representing limited partner interests in the Partnership (“Common Units”) having an aggregate offering price of up to \$500 million (the “Offered Units”).

The Offered Units represent a portion of the 54,807,352 Common Units that (i) were acquired by the Selling Unitholder from the Partnership in March 2020 as aggregate consideration in connection with the previously reported settlement of M&B’s put option (the “Liquidity Option”) pursuant to that certain Liquidity Option Agreement, dated as of October 1, 2014, by and among the Partnership, M&B and Oiltanking Holding Americas, Inc. and (ii) were registered for resale under the Partnership’s Registration Statement on Form S-3 (File No. 333-238170), as contemplated by the terms of that certain Registration Rights Agreement, dated as of March 5, 2020, by and between the Partnership and the Selling Unitholder.

Sales of the Offered Units, if any, will be made by means of ordinary brokers’ transactions on the New York Stock Exchange at market prices, in block transactions or as otherwise agreed by the Selling Unitholder and the Sales Agent. Under the terms of the Agreement, the Selling Unitholder may also sell Offered Units from time to time to the Sales Agent as principal for its own account at a price to be agreed upon at the time of such sale. Any sale of Offered Units to the Sales Agent as principal would be pursuant to the terms of a separate agreement among the Selling Unitholder, the Partnership and the Sales Agent.

The Selling Unitholder may enter into financing arrangements in the future, which arrangements may include pledging some or all of the Offered Units as collateral for such financing arrangements; accordingly, in such a circumstance the Selling Unitholder may not be able to sell all such Units.

The description of the Agreement in this Item 8.01 is qualified in its entirety by reference to Exhibit 1.1 hereto, which is incorporated herein by reference.

A legal opinion related to the Registration Statement is filed herewith as Exhibit 8.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
1.1	Equity Distribution Agreement, dated June 24, 2020, by and among Enterprise Products Partners L.P., Enterprise Products OLPGP, Inc., Enterprise Products Operating LLC, Skyline North Americas, Inc. and Morgan Stanley & Co. LLC.
8.1	Opinion of Latham & Watkins LLP relating to tax matters.
23.1	Consent of Latham & Watkins LLP (included in Exhibit 8.1).
104	Cover Page Interactive Data File—the cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.

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.

ENTERPRISE PRODUCTS PARTNERS L.P.

By: Enterprise Products Holdings LLC,
its General Partner

Date: June 24, 2020

By: /s/ R. Daniel Boss
Name: R. Daniel Boss
Title: Executive Vice President – Accounting, Risk Control and
Information Technology of Enterprise Products
Holdings LLC

By: /s/ Michael W. Hanson
Name: Michael W. Hanson
Title: Vice President and Principal Accounting
Officer of Enterprise Products Holdings LLC

ENTERPRISE PRODUCTS PARTNERS L.P.

Common Units Representing Limited Partner Interests
Having an Aggregate Offering Price of up to \$500,000,000

EQUITY DISTRIBUTION AGREEMENT

June 24, 2020

Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Ladies and Gentlemen:

This is to confirm the agreement (this “**Agreement**”) among Skyline North Americas, Inc., a Delaware corporation (the “**Selling Unitholder**”), Enterprise Products Partners L.P., a Delaware limited partnership (the “**Partnership**”), Enterprise Products OLPGP, Inc., a Delaware corporation and managing member of EPO (defined below) (“**EPOGP**”), and Enterprise Products Operating LLC, a Texas limited liability company (“**EPO**” and, collectively with the Partnership and EPOGP, the “**Enterprise Parties**”), and Morgan Stanley & Co. LLC (the “**Manager**”), as follows:

SECTION 1. Description of Securities. The Selling Unitholder proposes to sell through or to the Manager, as sales agent and/or principal, common units representing limited partner interests in the Partnership (the “**Common Units**”) having an aggregate offering price of up to \$500,000,000 (the “**Units**”) from time to time during the term of this Agreement and on the terms set forth in Section 4 of this Agreement. For purposes of selling the Units through the Manager, the Selling Unitholder hereby appoints the Manager as its exclusive agent for the purpose of soliciting purchases of the Units from the Selling Unitholder pursuant to this Agreement and the Manager agrees to use its reasonable efforts to solicit purchases of the Units on the terms and subject to the conditions stated herein. The Selling Unitholder agrees that whenever it determines to sell any portion of the Units directly to the Manager as principal, the Partnership, the Selling Unitholder and the Manager will enter into a separate agreement (each, a “**Terms Agreement**”) in form and substance satisfactory to the parties, relating to such sale in accordance with Section 4 of this Agreement.

SECTION 2. Representations and Warranties of the Enterprise Parties. The Enterprise Parties, jointly and severally, represent and warrant to and agree with the Manager as of the date hereof and at each such time the following representations and warranties are repeated or deemed to be made pursuant to this Agreement that:

(a) The Partnership has prepared and filed with the Securities and Exchange Commission (the “**Commission**”), pursuant to the Securities Act of 1933, as amended (the “**Securities Act**”), and the rules and regulations adopted by the Commission thereunder (the “**Rules and Regulations**”), a registration statement on Form S-3, as amended (File No. 333-238170), including a prospectus, relating to the Units, and such registration statement has become effective. As used in this Agreement:

(i) “**Registration Statement**” means the registration statement referred to in Section 2(a), as amended to the date of this Agreement, including (1) financial

statements, exhibits and Incorporated Documents (as hereinafter defined), (2) any information contained or incorporated by reference in a prospectus filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations, to the extent such information is deemed, pursuant to Rule 430B or Rule 430C of the Rules and Regulations, to be part of the registration statement at the time of such registration statement's effectiveness for purposes of Section 11 of the Securities Act, as such section applies to the Manager, and (3) any registration statement filed to register the offer and sale of the Units pursuant to Rule 462(b) of the Rules and Regulations, and includes any new registration statement, post-effective amendment to such registration statement or new shelf registration statement as may have been filed pursuant to Section 5(f) of this Agreement.

(ii) "**Base Prospectus**" means the prospectus dated May 21, 2020 filed as part of the Registration Statement, unless a new registration statement has been filed under Section 5(f) of this Agreement and become effective, in which case the "**Base Prospectus**" shall be the final prospectus first filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations after the effectiveness of such new registration statement.

(iii) "**Prospectus Supplement**" means, except with respect to Section 8 of this Agreement, the most recent prospectus supplement relating to the Units filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations.

(iv) "**Prospectus**" means the Base Prospectus, as supplemented by the Prospectus Supplement. The Prospectus sets forth the terms of the offering, sale and plan of distribution of the Units and contains or incorporates therein by reference additional information concerning the Partnership and its business.

Any reference herein to the Registration Statement, the Base Prospectus, any Prospectus Supplement or the Prospectus shall be deemed to include all documents incorporated, or deemed to be incorporated, therein by reference pursuant to the requirements of Item 12 of Form S-3 under the Securities Act (the "**Incorporated Documents**"), including, unless the context otherwise requires, documents of the types specified in such Item 12 and filed under the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (collectively, the "**Exchange Act**"). For purposes of this Agreement, all references to the Registration Statement, the Base Prospectus, the Prospectus Supplement, the Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system ("**EDGAR**"), which EDGAR copy is substantially identical to the other copies of such material, except to the extent permitted by Regulation S-T. Any reference herein to the terms "**amend**," "**amendment**" or "**supplement**" with respect to the Registration Statement, the Base Prospectus, the Prospectus Supplement or the Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act on or after the initial effective date of the Registration Statement, or the date of the Base Prospectus, the Prospectus Supplement or the Prospectus, as the case may be, and deemed to be incorporated therein by reference.

(b) *Ineligible Issuer.* For purposes of each offering of the Units pursuant to transactions under this Agreement that are not firm commitment underwritings, the Partnership will be an "ineligible issuer" (as defined in Rule 405 under the Securities Act) as of each relevant eligibility determination date for purposes of Rules 164 and 433 under the Securities Act.

(c) *No Stop Order.* The Commission has not issued an order preventing or suspending the use of the Base Prospectus, the Prospectus Supplement or the Prospectus, or the effectiveness of the Registration Statement, and no proceeding or examination for that purpose or pursuant to Section 8A of the Securities Act has been instituted or, to the Partnership's knowledge, threatened by the Commission. The Commission has not notified the Partnership of any objection to the use of the form of the Registration Statement.

(d) *Compliance with Securities Laws.* (i) The Registration Statement, at the time it originally became effective, as of the date hereof, as of the time of each sale of Units pursuant to this Agreement (each, a "**Time of Sale**"), at each Settlement Date (as defined in Section 4(a)(vi) below), at each deemed effective date with respect to the Manager pursuant to Rule 430B(f)(2) of the Rules and Regulations (each, a "**Deemed Effective Time**") and at all times during which a prospectus is required by the Securities Act to be delivered (whether physically, deemed to be delivered pursuant to Rule 153 of the Rules and Regulations or through compliance with Rule 172 of the Rules and Regulations or any similar rule) in connection with any sale of Units, conformed or will conform, in all material respects, with the applicable requirements of the Securities Act and the Rules and Regulations; (ii) the Incorporated Documents, when they were or are filed with the Commission, conformed or will conform as of their respective dates in all material respects with the applicable requirements of the Exchange Act; and (iii) the Prospectus will conform, as of the date that each Prospectus Supplement is filed with the Commission, at each Time of Sale, on each Settlement Date, and at all times during which a prospectus is required by the Securities Act to be delivered (whether physically, deemed to be delivered pursuant to Rule 153 of the Rules and Regulations or through compliance with Rule 172 of the Rules and Regulations or any similar rule) in connection with any sale of Units, in all material respects, with the requirements of the Securities Act (including, without limitation, Section 10(a) of the Securities Act).

(e) *Untrue Statements of Material Fact.* (i) Each part of the Registration Statement and any amendment thereto, at the time it became effective, at each Time of Sale, on each related Settlement Date, at each Deemed Effective Time and at the time a prospectus relating to the Units is required by the Securities Act to be delivered, 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 not misleading; (ii) the Registration Statement meets, and the offering and sale of the Units as contemplated hereby complies with, the requirements of Rule 415 of the Rules and Regulations; (iii) the Base Prospectus and any amendment thereto, at the time it was filed or will be filed with the Commission and as of the date of the Base Prospectus, 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 not misleading; (iv) the Prospectus and any amendment or supplement thereto, at the time it was filed or will be filed with the Commission pursuant to Rule 424 of the Rules and Regulations and as of the date of the Prospectus, did not and will not contain an untrue statement of 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 (v) at each Time of Sale, on each related Settlement Date and at the time a prospectus relating to the Units is required by the Securities Act to be delivered (whether physically, deemed to be delivered pursuant to Rule 153 of the Rules and Regulations or through

compliance with Rule 172 of the Rules and Regulations or any similar rule), the Prospectus, as then amended or supplemented, did not and will not include an 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; *provided, however*, that the Partnership makes no representation or warranty with respect to any statement contained in the Registration Statement or the Prospectus in reliance upon and in conformity with information furnished in writing by or on behalf of the Manager or the Selling Unitholder expressly for use in the Registration Statement or the Prospectus.

(f) *[Reserved]*.

(g) *Formation and Qualification.* Each of Enterprise Products Holdings LLC, a Delaware limited liability company and the general partner of the Partnership (the “**General Partner**”), the Partnership, EPOGP, EPO and their respective “significant subsidiaries” as such term is defined in Rule 1-02(w) of Regulation S-X under the Securities Act and collectively with any other subsidiaries of the Partnership that may be listed on a schedule to the certificate described in Section 7(g) that may be delivered to the Manager from time to time pursuant to Section 5(m) (each, a “**Partnership Entity**” and collectively, the “**Partnership Entities**,” and such “significant subsidiaries” and other subsidiaries of the Partnership listed on such schedule, the “**Subsidiaries**”) has been duly formed or incorporated, as the case may be, and is validly existing in good standing under the laws of its jurisdiction of formation or incorporation, as the case may be, with all corporate, limited liability company or partnership, as the case may be, power and authority necessary to own or hold its properties and conduct the businesses in which it is engaged and, in the case of the General Partner and EPOGP, to act as general partner of the Partnership and managing member of EPO, respectively, in each case in all material respects as described in the Registration Statement and the Prospectus. Each Partnership Entity is duly registered or qualified to do business and is in good standing as a foreign corporation, limited liability company or limited partnership, as the case may be, in each jurisdiction in which its ownership or lease of property or the conduct of its businesses requires such qualification or registration, except where the failure to so qualify or register would not, individually or in the aggregate, have a material adverse effect on the condition (financial or otherwise), results of operations, business or prospects of the Partnership Entities taken as a whole (a “**Material Adverse Effect**”) or subject the limited partners of the Partnership to any material liability.

(h) *Ownership of General Partner.* Dan Duncan LLC, a Texas limited liability company (“**DDLLC**”), owns 100% 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 limited liability company agreement of the General Partner, as amended and/or restated on or prior to the date hereof (the “**GP LLC Agreement**”); and DDLLC owns such membership interests free and clear of all liens, encumbrances, security interests, equities, charges or claims (except for such liens, encumbrances, security interests, equities, charges or claims as are not, individually or in the aggregate, material to such ownership or as described in the Prospectus).

(i) *Ownership of General Partner Interest in the Partnership.* The General Partner is the sole general partner of the Partnership with a non-economic general partner interest in the Partnership; such general partner interest has been duly authorized and validly issued in accordance with the agreement of limited partnership of the Partnership, as amended and/or

restated on or prior to the date hereof (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 (except for such liens, encumbrances, security interests, equities, charges or claims as are not, individually or in the aggregate, material to such ownership or as described in the Prospectus).

(j) *Ownership of EPOGP.* The Partnership owns 100% of the issued and outstanding capital stock in EPOGP; such capital stock has been duly authorized and validly issued in accordance with the bylaws of EPOGP, as amended or restated on or prior to the date hereof (the “**EPOGP Bylaws**”), and the certificate of incorporation of EPOGP, as amended and restated on or prior to the date hereof (the “**EPOGP Certificate of Incorporation**”), and is fully paid and non-assessable; and the Partnership owns such capital stock free and clear of all liens, encumbrances, security interests, equities, charges or claims (except for such liens, encumbrances, security interests, equities, charges or claims as are not, individually or in the aggregate, material to such ownership or as described in the Prospectus).

(k) *Ownership of EPO.* EPOGP owns 0.001% of the membership interests in EPO and the Partnership owns 99.999% of the membership interests in EPO; such membership interests have been duly authorized and validly issued in accordance with the limited liability company agreement of EPO, as amended and/or restated on or prior to the date hereof (the “**EPO Agreement**”), and are fully paid and non-assessable (except as such non-assessability may be affected by Section 101.206 of the Texas Business Organizations Code (the “**Texas Act**”)); and EPOGP and the Partnership own such membership interests free and clear of all liens, encumbrances, security interests, equities, charges or claims (except for such liens, encumbrances, security interests, equities, charges or claims as are not, individually or in the aggregate, material to such ownership or as described in the Prospectus).

(l) *Capitalization.* The Partnership has or will have an authorized and outstanding capitalization as described in the Prospectus, as incorporated by reference to and as of the Partnership’s then most recently completed quarter or fiscal year, contained in the Partnership’s quarterly report on Form 10-Q or annual report on Form 10-K, as applicable, at the indicated date, and except as otherwise contained in the Prospectus or incorporated by reference therein, there has been no material change in such information since the filing of the Prospectus or the Partnership’s then most recently completed quarter or fiscal year (subject to the issuance of Common Units upon exercise of unit options and warrants or the vesting of restricted unit awards disclosed as outstanding in the Registration Statement (excluding the exhibits thereto) and the Prospectus, the grant of options or other equity awards under existing unit plans described in the Registration Statement (excluding the exhibits thereto) and the Prospectus and the issuance of Common Units pursuant thereto); all of the issued and outstanding general partner interests and limited partner interests of the Partnership (i) have been duly authorized and validly issued in accordance with the Partnership Agreement, (ii) with respect to such limited partner interests, are fully paid (to the extent required under the Partnership Agreement) and non-assessable (except as such non-assessability may be affected by (A) matters described in the Registration Statement and the Prospectus and (B) Sections 17-303, 17-607 or 17-804 of the Delaware Revised Uniform Limited Partnership Act, as amended (the “**Delaware LP Act**”)), (iii) have been issued in compliance with all applicable securities laws and (iv) were not issued in violation of any preemptive right, resale right, right of first refusal or similar right.

(m) *Valid Issuance of the Units.* The Units have been duly authorized and validly issued in accordance with the Partnership Agreement, fully paid (to the extent required under the Partnership Agreement) and non-assessable (except as such non-assessability may be affected by (A) matters described in the Registration Statement and the Prospectus and (B) Sections 17-303, 17-607 or 17-804 of the Delaware LP Act).

(n) *No Preemptive Rights, Registration Rights or Options.* There are no preemptive rights or other rights to subscribe for or to purchase, nor any restriction upon the voting or transfer of, any partnership or membership interests or capital stock in the Partnership Entities, in each case pursuant to their respective organizational documents or any agreement or other instrument to which any Partnership Entity is a party or by which any of them may be bound, except for such rights as have been effectively complied with or waived. Neither the filing of the Registration Statement nor the offering or sale of the Units as contemplated by this Agreement gives rise to any rights for or relating to the registration of any Common Units or other securities of the Partnership or any of its Subsidiaries, except for such rights as have been effectively complied with or waived. Except for options granted pursuant to employee benefits plans, qualified unit option plans or other employee compensation plans and rights to purchase Common Units under the Partnership's distribution reinvestment plan or rights to purchase securities pursuant to the governing documents of the Partnership Entities or as otherwise described in the Prospectus, there are no outstanding options or warrants to purchase any partnership or membership interests or capital stock in any Partnership Entity.

(o) *Authority.* Each of the Enterprise Parties has all requisite right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(p) *Ownership of Subsidiaries.* All of the outstanding shares of capital stock, partnership interests or membership interests, as the case may be, of each Subsidiary have been duly and validly authorized and issued, and are fully paid and non-assessable (except as such non-assessability may be affected by Sections 17-303, 17-607 or 17-804 of the Delaware LP Act, in the case of partnership interests in a Delaware limited partnership, or Sections 18-607 or 18-804 of the Delaware Limited Liability Company Act, as amended (the "**Delaware LLC Act**"), in the case of membership interests in a Delaware limited liability company, Section 101.206 of the Texas Act, in the case of membership interests in a Texas limited liability company, and except as otherwise disclosed in the Prospectus). Except as described in the Prospectus, the Partnership and EPO, as the case may be, directly or indirectly, owns the shares of capital stock, partnership interests or membership interests in each Subsidiary free and clear of all liens, encumbrances (other than contractual restrictions on transfer contained in the applicable constituent documents), security interests, equities, charges, claims or restrictions upon voting or any other claim of any third party.

(q) *Authorization, Execution and Delivery of Agreement.* This Agreement has been duly authorized and validly executed and delivered by each of the Enterprise Parties.

(r) *Authorization, Execution and Enforceability of Agreements.* (i) The GP LLC Agreement has been duly authorized, executed and delivered by DDLLC and is a valid and legally binding agreement of DDLLC, enforceable against DDLLC in accordance with its terms; (ii) the Partnership Agreement has been duly authorized, executed and delivered by the General Partner and is a valid and legally binding agreement of the General Partner, enforceable against

the General Partner in accordance with its terms; and (iii) the EPO Agreement has been duly authorized, executed and delivered by each of EPOGP and the Partnership and is a valid and legally binding agreement of each of EPOGP and the Partnership, enforceable against each of EPOGP and the Partnership in accordance with its terms; *provided* that, with respect to each such agreement listed in this Section 2(r)(i)-(ii), 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).

(s) *No Conflicts or Violations.* None of the (i) offering and sale of the Units pursuant to this Agreement, (ii) execution, delivery and performance of this Agreement by the Enterprise Parties, or (iii) consummation of the transactions contemplated hereby (A) conflicts or will conflict with or constitutes or will constitute a violation of the certificate of limited partnership or agreement of limited partnership, certificate of formation or limited liability company agreement, certificate or articles of incorporation or bylaws or other organizational documents of any of the Partnership Entities, (B) conflicts or will conflict with or constitutes or will constitute a breach or violation of, or a default (or an event that, 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 any of the Partnership Entities is a party or by which any of them or any of their respective properties or assets may be bound, (C) violates or will violate any statute, law or regulation or any order, judgment, decree or injunction of any court, arbitrator or governmental agency or body having jurisdiction over any of the Partnership Entities or any of their respective properties or assets or (D) 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, which conflicts, breaches, violations, defaults or liens, in the case of clauses (B) or (D), would, individually or in the aggregate, have a Material Adverse Effect or would materially impair the ability of the Enterprise Parties to perform their obligations under this Agreement.

(t) *No Consents.* No permit, consent, approval, authorization, order, registration, filing or qualification ("*consent*") of or with any court, governmental agency or body having jurisdiction over the Partnership Entities or any of their respective properties is required in connection with (i) the offering and sale of the Units in the manner contemplated in this Agreement and in the Registration Statement and the Prospectus, (ii) the execution, delivery and performance of this Agreement by the Enterprise Parties or (iii) the consummation by the Enterprise Parties of the transactions contemplated by this Agreement, except for (A) such consents required under the Securities Act, the Exchange Act (all of which have been obtained) and state securities or Blue Sky laws in connection with the sale of the Units by the Manager and (B) such consents that have been, or prior to any such sale will be, obtained.

(u) *No Default.* None of the Partnership Entities is (i) in violation of its certificate of limited partnership or agreement of limited partnership, certificate of formation or limited liability company agreement, certificate or articles of incorporation or bylaws or other organizational documents, as applicable, (ii) in violation of any law, statute, ordinance, administrative or governmental rule or regulation applicable to it or of any order, judgment, decree or injunction of any court or governmental agency or body having jurisdiction over it or has failed to obtain any license, permit, certificate, franchise or other governmental authorization or permit necessary to the ownership of its property or to the conduct of its business, or (iii) in breach, default (and no event that, with notice or lapse of time or both, would constitute such a default has occurred

or is continuing) or violation in the performance of any obligation, agreement or condition contained in any bond, debenture, note or any other evidence of indebtedness or in any agreement, indenture, lease or other instrument to which it is a party or by which it or any of its properties may be bound, which breach, default or violation, in the case of clause (ii) or (iii), would, if continued, have a Material Adverse Effect, or could materially impair the ability of any of the Partnership Entities to perform their obligations under this Agreement.

(v) *Independent Registered Public Accounting Firm.* Deloitte & Touche LLP, who has audited the consolidated financial statements of the Partnership contained or incorporated by reference in the Registration Statement and the Prospectus, is an independent registered public accounting firm with respect to the Partnership and the General Partner within the meaning of the Securities Act and the applicable rules and regulations thereunder adopted by the Commission and the Public Company Accounting Oversight Board (United States).

(w) *Financial Statements.* The historical consolidated financial statements (including the related notes and schedules) contained or incorporated by reference in the Registration Statement and the Prospectus (i) comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act (except that certain supporting schedules are omitted in accordance with Commission regulations), (ii) 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 or for the respective periods, and (iii) have been prepared in accordance with generally accepted accounting principles in the United States of America (“GAAP”) consistently applied throughout the periods involved, except to the extent disclosed in the Registration Statement and the Prospectus. The other financial information of the Partnership and its subsidiaries, including non-GAAP financial measures, if any, contained or incorporated by reference in the Registration Statement and the Prospectus has been derived from the accounting records of the Partnership and its subsidiaries, and fairly presents the information purported to be shown thereby. Any pro forma financial statements incorporated by reference in the Registration Statement and the Prospectus include assumptions that provide a reasonable basis for presenting the significant effects directly attributable to the transactions and events described therein, the related pro forma adjustments give appropriate effect to those assumptions and the pro forma adjustments reflect the proper application of those adjustments to the historical financial statement amounts in the pro forma financial statements included in the Registration Statement and the Prospectus. Any pro forma financial statements incorporated by reference in the Registration Statement and the Prospectus comply as to form in all material respects with the applicable accounting requirements of Regulation S-X and the pro forma adjustments have been properly applied to the historical amounts in the compilation of those statements. Nothing has come to the attention of the Enterprise Parties that has caused them to believe that the statistical and market-related data included in the Registration Statement and the Prospectus is not based on or derived from sources that are reliable and accurate in all material respects. The interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement and the Prospectus fairly presents in all material respects the information contained therein and has been prepared in accordance with the Commission’s rules and guidelines applicable thereto in all material respects.

(x) *No Distribution of Other Offering Materials.* None of the Partnership Entities has distributed or, prior to the completion of the distribution of the Units, will distribute any offering material in connection with the offering and sale of the Units other than the Registration Statement, the Prospectus and any other materials, if any, permitted by the Securities Act, including Rule 134 of the Rules and Regulations.

(y) *Conformity to Description of Units.* The Units and the Common Units conform in all material respects to the descriptions thereof contained or incorporated by reference in the Registration Statement and the Prospectus.

(z) *Certain Transactions.* Except as described in the Prospectus (including without limitation in the Base Prospectus under the heading “Cash Distribution Policy”), subsequent to the respective dates as of which such information is given in the Registration Statement, (i) none of the Partnership Entities has incurred any liability or obligation, indirect, direct or contingent, or entered into any transactions, not in the ordinary course of business, that, individually or in the aggregate, is material to the Partnership Entities, taken as a whole, and (ii) there has not been any material change in the capitalization or material increase in the long-term debt of the Partnership Entities, or any dividend or distribution of any kind declared, paid or made by the Partnership on any class of its partnership interests.

(aa) *No Omitted Descriptions; Legal Descriptions.* There are no legal or governmental proceedings pending or, to the knowledge of the Enterprise Parties, threatened or contemplated, against any of the Partnership Entities, or to which any of the Partnership Entities is a party, or to which any of their respective properties or assets is subject, that are required to be described in the Registration Statement or the Prospectus but are not described as required, and there are no agreements, contracts, indentures, leases or other instruments that are required to be described in the Registration Statement or the Prospectus or to be filed as an exhibit to the Registration Statement that are not described or filed as required by the Securities Act or the Rules and Regulations or the Exchange Act or the rules and regulations thereunder. The statements included in or incorporated by reference into the Registration Statement and the Prospectus under the headings “Description of Our Common Units,” “Cash Distribution Policy,” “Description of Our Partnership Agreement,” “Material Tax Consequences” and “Material U.S. Federal Income Tax Consequences,” insofar as such statements summarize legal matters, agreements, documents or proceedings discussed therein, are accurate and fair summaries of such legal matters, agreements, documents or proceedings.

(bb) *Title to Properties.* Each Partnership Entity has good and indefeasible title to all real and personal property which is material to the business of the Partnership Entities, in each case free and clear of all liens, encumbrances, claims and defects and imperfections of title except such as (A) do not materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Partnership Entities, (B) could not reasonably be expected to have a Material Adverse Effect or (C) are described, and subject to the limitations contained, in the Prospectus.

(cc) *Rights-of-Way.* Each of the Partnership Entities has such consents, easements, rights-of-way or licenses from any person (“*rights-of-way*”) as are necessary to conduct its business in the manner described in the Prospectus, subject to such qualifications as may be set forth in the Prospectus and except for such rights-of-way the failure of which to have obtained would not have, individually or in the aggregate, a Material Adverse Effect; each of the Partnership Entities has fulfilled and performed all its material obligations with respect to such rights-of-way and no event has occurred which allows, or after notice or lapse of time would allow,

revocation or termination thereof or would result in any impairment of the rights of the holder of any such rights-of-way, except for such revocations, terminations and impairments that will not have a Material Adverse Effect, subject in each case to such qualification as may be set forth in the Prospectus; and, except as described in the Prospectus, none of such rights-of-way contains any restriction that is materially burdensome to the Partnership Entities, taken as a whole.

(dd) *Permits*. Each of the Partnership Entities has such permits, consents, licenses, franchises, certificates and authorizations of governmental or regulatory authorities ("*permits*") as are necessary to own or lease its properties and to conduct its business in the manner described in the Prospectus, subject to such qualifications as may be set forth in the Prospectus and except for such permits that, if not obtained, would not have, individually or in the aggregate, a Material Adverse Effect; each of the Partnership Entities has fulfilled and performed all its material obligations with respect to such permits in the manner described, and subject to the limitations contained in 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. None of the Partnership Entities has received notification of any revocation or modification of any such permit or has any reason to believe that any such permit will not be renewed in the ordinary course.

(ee) *Books and Records; Accounting Controls*. The Partnership Entities (i) make and keep books, records and accounts that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets, and (ii) maintain systems 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 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.

(ff) *Related Party Transactions*. No relationship, direct or indirect, exists between or among the Partnership Entities on the one hand, and the directors, officers, partners, customers or suppliers of the General Partner and its affiliates (other than the Partnership Entities) on the other hand, which is required to be described in the Prospectus and which is not so described.

(gg) *Environmental Compliance*. Except as described in the Prospectus, there has been no storage, generation, transportation, handling, treatment, disposal or discharge of any kind of toxic or other wastes or other hazardous substances by any of the Partnership Entities (or, to the knowledge of the Enterprise Parties, any other entity (including any predecessor) for whose acts or omissions any of the Partnership Entities is or could reasonably be expected to be liable) at, upon or from any of the property now or previously owned or leased by any of the Partnership Entities or upon any other property, in violation of any statute or any ordinance, rule, regulation, order, judgment, decree or permit or which would, under any statute or any ordinance, rule (including rule of common law), regulation, order, judgment, decree or permit, give rise to any liability, except for any violation or liability that could not reasonably be expected to have, individually or in the aggregate with all such violations and liabilities, a Material Adverse Effect;

and except as described in the Prospectus there has been no disposal, discharge, emission or other release of any kind onto such property or into the environment surrounding such property of any toxic or other wastes or other hazardous substances with respect to which any of the Enterprise Parties has knowledge, except for any such disposal, discharge, emission or other release of any kind which could not reasonably be expected to have, individually or in the aggregate with all such discharges and other releases, a Material Adverse Effect.

(hh) *Insurance.* The Partnership Entities maintain insurance covering their properties, operations, personnel and businesses against such losses and risks as are reasonably adequate to protect them and their underlying businesses. Except as disclosed in the Prospectus, none of the Partnership Entities has received notice from any insurer or agent of such insurer that substantial capital improvements or other expenditures will have to be made in order to continue such insurance; all such insurance is outstanding and duly in force on the date hereof and will be outstanding and duly in force at each Time of Sale and on each Settlement Date.

(ii) *Litigation.* Except as disclosed in the Prospectus, there are no legal or governmental proceedings pending to which any Partnership Entity is a party or of which any property or assets of any Partnership Entity is the subject that, individually or in the aggregate, if determined adversely to such Partnership Entity, could reasonably be expected to have a Material Adverse Effect; and to the knowledge of the Enterprise Parties, no such proceedings are threatened or contemplated by governmental authorities or threatened by others.

(jj) *No Labor Disputes.* Except as disclosed in the Prospectus, no labor dispute with the employees that are engaged in the business of the Partnership or its subsidiaries exists or, to the knowledge of the Enterprise Parties, is imminent or threatened that is reasonably likely to result in a Material Adverse Effect.

(kk) *Intellectual Property.* Each Partnership Entity owns or possesses adequate rights to use all material 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 except as disclosed in the Prospectus the conduct of their respective businesses will not conflict in any material respect with, and no Partnership Entity has received any notice of any claim of conflict with, any such rights of others.

(ll) *Investment Company.* None of the Partnership Entities is an “investment company” or a company “controlled by” an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

(mm) *Absence of Certain Actions.* No action has been taken and no statute, rule, regulation or order has been enacted, adopted or issued by any governmental agency or body which prevents the offering or sale of the Units in any jurisdiction; no injunction, restraining order or order of any nature by any federal or state court of competent jurisdiction has been issued with respect to any Partnership Entity which would prevent or suspend the offering or sale of the Units or the use of the Prospectus in any jurisdiction; no action, suit or proceeding is pending against or, to the knowledge of the Enterprise Parties, threatened against or affecting any Partnership Entity before any court or arbitrator or any governmental agency, body or official, domestic or foreign,

which could reasonably be expected to interfere with or adversely affect the offering of the Units or in any manner draw into question the validity or enforceability of this Agreement or any action taken or to be taken pursuant hereto; and the Partnership has complied with any and all requests by any securities authority in any jurisdiction for additional information to be included in the Prospectus.

(nn) *Other Sales; No Stabilizing Transactions.* None of the General Partner, the Partnership or any of their affiliates has taken, directly or indirectly, any action designed to or which has constituted or which would reasonably be expected to cause or result, under the Exchange Act or otherwise, in stabilization or manipulation of the price of any securities of the Partnership to facilitate the sale or resale of the Units.

(oo) *Form S-3.* The conditions for the use of Form S-3 by the Partnership, as set forth in the General Instructions thereto, have been satisfied.

(pp) *Disclosure Controls.* The General Partner and the Partnership have established and maintain disclosure controls and procedures (as such term is defined in Rule 13a-15(e) and 15d-15(e) 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 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 end of the period covered by the Partnership's most recent annual report filed with the Commission; and (iii) are effective in achieving reasonable assurances that the Partnership's desired control objectives as described in the Partnership's most recent annual report filed with the Commission have been met.

(qq) *No Deficiency in Internal Controls.* Based on the evaluation of its internal controls and procedures conducted in connection with the preparation and filing of the Partnership's most recent annual report filed with the Commission, except as disclosed in the Prospectus, neither the Partnership nor the General Partner is aware of (i) any significant deficiencies or material weaknesses in the design or operation of its internal controls over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) under the Exchange Act) that are likely to adversely affect the Partnership's ability to record, process, summarize and report financial data or (ii) any fraud, whether or not material, that involves management or other employees who have a role in the Partnership's internal controls over financial reporting.

(rr) *No Changes in Internal Controls.* Since the date of the most recent evaluation of the disclosure controls and procedures described in Section 2(qq) hereof, there have been no significant changes in the Partnership's internal controls that materially affected or are reasonably likely to materially affect the Partnership's internal controls over financial reporting.

(ss) *Sarbanes-Oxley Act.* The principal executive officer and principal financial officer of the General Partner have made all certifications required by the Sarbanes-Oxley Act of 2002 (the "**Sarbanes-Oxley Act**") and any related rules and regulations promulgated by the Commission, and the statements contained in any such certification are complete and correct. The Partnership and the General Partner are otherwise in compliance in all material respects with all applicable provisions of the Sarbanes-Oxley Act that are effective.

(tt) *Regulation M*. The Common Units are an “actively-traded security” excepted from the requirements of Rule 101 of Regulation M under the Exchange Act by subsection (c)(1) of such rule.

(uu) *NYSE*. The Partnership is in compliance with the rules of the New York Stock Exchange (the “*NYSE*”), including, without limitation, the requirements for initial and continued listing of the Common Units, including the Units, on the NYSE and the Partnership has not received any notice from the NYSE regarding the delisting of the Common Units from the NYSE.

(vv) *Finder’s Fees, Broker’s Fees and Agent’s Commissions*. Except pursuant to this Agreement, none of the Partnership Entities has incurred any liability for any finder’s or broker’s fees or agent’s commissions in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

Any certificate signed by any officer of the General Partner on behalf of the Partnership and delivered to the Manager pursuant to this Agreement shall be deemed a representation and warranty by the Partnership, as to the matters covered thereby, to the Manager.

SECTION 3. Representations and Warranties of the Selling Unitholder. The Selling Unitholder represents and warrants to and agrees with the Manager as of the date hereof and at each such time the following representations and warranties are repeated or deemed to be made pursuant to this Agreement that:

(a) *Ownership of Units*. The Selling Unitholder is the record and beneficial owner of and has valid title to, or a valid “security entitlement” within the meaning of Section 8-501 of the New York Uniform Commercial Code in respect of, the Units to be sold by the Selling Unitholder free and clear of all security interests, claims, liens, equities 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 Units to be sold by the Selling Unitholder or a security entitlement in respect of such Units. The Selling Unitholder has duly endorsed such Units in blank, and has full power and authority to sell its interest in such Units, and upon the delivery of, against payment for, such Units pursuant to this Agreement, any purchaser will acquire good and marketable title thereto, free and clear of any security interests, claims, liens, equities or other encumbrances. As of the date of this Agreement, the Selling Unitholder owns 54,807,352 Common Units of the Partnership.

(b) *No Conflicts or Violations*. None of the (i) offering and sale by the Selling Unitholder of the Units pursuant to this Agreement, (ii) execution, delivery and performance of this Agreement by the Selling Unitholder, or (iii) consummation of the transactions contemplated hereby (A) conflicts or will conflict with or constitutes or will constitute a violation of the certificate or articles of incorporation or bylaws or other organizational documents of the Selling Unitholder, (B) conflicts or will conflict with or constitutes or will constitute a breach or violation of, or a default (or an event that, 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 the Selling Unitholder is a party or by which the Selling Unitholder or any of its properties or assets may be bound, (C) violates or will violate any statute, law or regulation or any order, judgment, decree or injunction of any court, arbitrator or governmental agency or body

having jurisdiction over the Selling Unitholder or any of its properties or assets or (D) results or will result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Selling Unitholder, which conflicts, breaches, violations, defaults or liens, in the case of clauses (B) or (D), would, individually or in the aggregate, have a material adverse effect on the condition (financial or otherwise), results of operations, business or prospects of the Selling Unitholder or would materially impair the ability of the Selling Unitholder to perform its obligations under this Agreement.

(c) *No Consents.* No consent of or with any court, governmental agency or body having jurisdiction over the Selling Unitholder or any of its respective properties is required in connection with (i) the offering and sale of the Units in the manner contemplated in this Agreement and in the Registration Statement and the Prospectus, (ii) the execution, delivery and performance of this Agreement by the Selling Unitholder or (iii) the consummation by the Selling Unitholder of the transactions contemplated by this Agreement, except for (A) such consents required under the Securities Act, the Exchange Act (all of which have been obtained) and state securities or Blue Sky laws in connection with the sale of the Units by the Manager and (B) such consents that have been, or prior to any such sale will be, obtained.

(d) *Other Sales; No Stabilizing Transactions.* The Selling Unitholder has not taken, directly or indirectly, any action designed to or which has constituted or which would reasonably be expected to cause or result, under the Exchange Act or otherwise, in stabilization or manipulation of the price of any securities of the Partnership to facilitate the sale or resale of the Units.

(e) *No Undisclosed Material Information.* The sale of the Units by the Selling Unitholder pursuant to this Agreement is not prompted by any information concerning the Partnership or any of its subsidiaries that is not set forth in the Registration Statement or Prospectus.

(f) *Untrue Statements of Material Fact.* (i) Each part of the Registration Statement and any amendment thereto, at the time it became effective, at each Time of Sale, on each related Settlement Date, at each Deemed Effective Time and at the time a prospectus relating to the Units is required by the Securities Act to be delivered, 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 not misleading; (ii) the Base Prospectus and any amendment thereto, at the time it was filed or will be filed with the Commission and as of the date of the Base Prospectus, 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 not misleading; (iii) the Prospectus and any amendment or supplement thereto, at the time it was filed or will be filed with the Commission pursuant to Rule 424 of the Rules and Regulations and as of the date of the Prospectus, did not and will not contain an untrue statement of 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 (iv) at each Time of Sale, on each related Settlement Date and at the time a prospectus relating to the Units is required by the Securities Act to be delivered (whether physically, deemed to be delivered pursuant to Rule 153 of the Rules and Regulations or through compliance with Rule 172 of the Rules and Regulations or any similar rule), the Prospectus, as then amended or supplemented, did not and will not include an 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; *provided, however*, that the foregoing representations and warranties in this Section 3(f) relate only to information in the Registration Statement or Prospectus relating to and furnished by the Selling Unitholder expressly for use therein, it being understood and agreed that the only such information furnished by the Selling Unitholders consists of the information included in the Prospectus under the heading "Selling Unitholders."

(g) *Authorization, Execution and Delivery of Agreement.* This Agreement and any Terms Agreement delivered by the Selling Unitholder have been and will be duly authorized and validly executed and delivered by the Selling Unitholder.

(h) *Anti-Money Laundering.* The operations of the Selling Unitholder are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements, including the Anti-Money Laundering Laws, and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Selling Unitholder with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Selling Unitholder, threatened.

(i) *Sanctions.* (i) None of the Selling Unitholder or any director, officer, or employee thereof, or, to the knowledge of the Selling Unitholder, any agent, affiliate or representative of the Selling Unitholder, is a Person that is, or is owned or controlled by one or more Persons that are:

(A) the subject of any Sanctions, or

(B) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Crimea, Cuba, Iran, North Korea and Syria).

(ii) The 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:

(A) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions; or

(B) in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise).

(iii) The Selling Unitholder has not knowingly engaged in, is not now knowingly engaged in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions.

Any certificate signed by any officer of the Selling Unitholder and delivered to the Manager pursuant to this Agreement shall be deemed a representation and warranty by the Selling Unitholder, as to the matters covered thereby, to the Manager.

SECTION 4. Sale and Delivery of Securities.

(a) On the basis of the representations, warranties and agreements herein contained, but subject to the terms and conditions herein set forth, the Enterprise Parties, the Selling Unitholder and the Manager agree that the Selling Unitholder may from time to time seek to sell Units through the Manager, acting as sales agent, as follows:

(i) The Selling Unitholder may submit to the Manager its orders (including any price, time or size limits or other customary parameters or conditions) to sell Units on any Trading Day (as defined herein) in a form and manner as mutually agreed to by the Selling Unitholder and the Manager (a "**Transaction Proposal**"). As used herein, "**Trading Day**" shall mean any trading day on the NYSE.

(ii) Subject to the terms and conditions hereof, the Manager shall use its reasonable efforts to execute any Selling Unitholder order submitted to it hereunder to sell Units and with respect to which the Manager has agreed to act as sales agent. The Selling Unitholder acknowledges and agrees that (A) there can be no assurance that the Manager will be successful in selling the Units, (B) the Manager will incur no liability or obligation to the Selling Unitholder or any other person or entity if it does not sell Units for any reason other than a failure by the Manager to use its reasonable efforts consistent with its normal trading and sales practices and applicable law and regulations to sell such Units as required under this Agreement, and (C) the Manager shall be under no obligation to purchase Units on a principal basis pursuant to this Agreement, except as otherwise specifically agreed by the Manager, the Selling Unitholder and the Partnership.

(iii) The Selling Unitholder shall not authorize the sale of, and the Manager shall not sell as sales agent, any Unit at a price lower than the minimum price therefor designated from time to time by the Selling Unitholder and notified to the Manager in writing. In addition, the Selling Unitholder or the Manager may, upon notice to the other party by telephone (confirmed promptly by such party by email), suspend for any reason an offering of the Units with respect to which the Manager is acting as sales agent; *provided, however*, that such suspension shall not affect or impair the parties' respective obligations with respect to the Units sold hereunder prior to the giving of such notice.

(iv) The Manager hereby covenants and agrees not to make sales of the Units on behalf of the Selling Unitholder other than (A) by any method permitted by law deemed to be an "at the market offering" as defined in Rule 415(a)(4) of the Securities Act, including without limitation sales made directly on the NYSE, on any other existing trading market for the Units or to or through a market maker, or (B) such other sales of the Units on behalf of the Selling Unitholder as shall be agreed by the Selling Unitholder, the Manager and the Partnership.

(v) The compensation to the Manager for sales of the Units with respect to which the Manager acts as sales agent hereunder shall be up to 2.0% of the gross sales price of the Units sold as specified in Schedule I attached hereto. Such rate of compensation shall not apply when the Manager acts as principal. At the Manager's election, such compensation shall either be (A) set forth and invoiced in periodic statements from the Manager to the Selling Unitholder, with payment to be made by the Selling

Unitholder promptly after its receipt thereof or (B) deducted by the Manager from the payment of the gross sales proceeds to the Selling Unitholder. The proceeds, or if option (B) is elected, the remaining proceeds after the deduction, shall constitute the net proceeds to the Selling Unitholder for such Units (the “**Net Proceeds**”).

(vi) Settlement for sales of the Units pursuant to this Agreement will occur on the second Trading Day (or such earlier day as is industry practice for regular-way trading) following the date on which such sales are made (each such day, a “**Settlement Date**”). On each Settlement Date, the Units sold through or to the Manager for settlement on such date shall be delivered by the Selling Unitholder to the Manager against payment of the Net Proceeds from the sale of such Units. Settlement for all such Units shall be effected by free delivery of the Units by the Selling Unitholder via the Partnership’s transfer agent to the Manager’s or its designee’s account (provided the Manager shall have given the Partnership and its transfer agent written notice of such designee prior to the Settlement Date) at The Depository Trust Company through its Deposit and Withdrawal at Custodian System or by such other means of delivery as may be mutually agreed upon by the parties hereto which in all cases shall be freely tradable, transferable, registered Units in good deliverable form, in return for payments in same day funds delivered to the account designated by the Selling Unitholder. If the Selling Unitholder shall default on its obligation to deliver the Units on any Settlement Date, the Selling Unitholder shall (A) hold the Manager harmless against any loss, claim, damage or expense (including reasonable legal fees and expenses), as incurred, arising out of or in connection with such default by the Selling Unitholder and (B) pay the Manager any commission, discount or other compensation to which it would otherwise be entitled absent such default. In connection with each sale of Units pursuant to this Agreement, prior to the Settlement Date for such sale, the Selling Unitholder shall deliver to the Partnership a notice certifying the aggregate number of Units sold (inclusive of those being sold on such Settlement Date) and the aggregate of the gross sales prices for all such sales.

(vii) If acting as sales agent hereunder, the Manager shall provide written confirmation (which may be by email) to the Selling Unitholder and the Partnership following the close of trading on the NYSE each day in which the Units are sold under this Agreement setting forth (A) the number of Units sold on such day and the gross offering proceeds received from such sales and (B) the commission payable by the Selling Unitholder to the Manager with respect to such sales.

(viii) At each Time of Sale, Settlement Date and Representation Date (as defined in Section 5(m)), each of the Partnership and the Selling Unitholder shall be deemed to have affirmed each of its representations and warranties contained in this Agreement. Any obligation of the Manager to use its reasonable efforts to sell the Units on behalf of the Selling Unitholder as sales agent shall be subject to the continuing accuracy of the representations and warranties of each of the Partnership and the Selling Unitholder herein, to the performance by each of the Partnership and the Selling Unitholder of its respective obligations hereunder and to the continuing satisfaction of the additional conditions specified in Section 7 of this Agreement.

(b) (i) If the Selling Unitholder wishes to sell the Units other than as set forth in Section 4(a) of this Agreement (each, a “**Placement**”), it will notify the Manager and the

Partnership of the proposed terms of such Placement. If the Manager, acting as principal, wishes to accept such proposed terms (which it may decline to do for any reason in its sole discretion) or, following discussions with the Selling Unitholder, wishes to accept amended terms, the Manager, the Partnership and the Selling Unitholder will enter into a Terms Agreement setting forth the terms of such Placement.

(ii) The terms set forth in a Terms Agreement will not be binding on the Partnership, the Selling Unitholder or the Manager unless and until the Partnership, the Selling Unitholder and the Manager have each executed such Terms Agreement accepting all of the terms of such Terms Agreement. In the event of a conflict between the terms of this Agreement and the terms of a Terms Agreement, the terms of such Terms Agreement will control.

(c) (i) A Transaction Proposal shall not set forth a number of Units for sale that exceeds (a) the aggregate amount of Units set forth in Section 1 or (b) the number and aggregate amount of the Units owned by the Selling Unitholder and authorized from time to time to be sold under this Agreement.

(ii) If any party has reason to believe that the exemptive provisions set forth in Rule 101(c)(1) of Regulation M under the Exchange Act are not satisfied with respect to the Units, it shall promptly notify the other parties hereto and sales of the Units under this Agreement shall be suspended until that or other exemptive provisions have been satisfied in the judgment of each party hereto.

(d) Each sale of the Units shall be made in accordance with the terms of this Agreement or, if applicable, a Terms Agreement.

(e) Notwithstanding any other provision in this Agreement to the contrary, the Selling Unitholder and Manager shall not permit any sales of Units to take place, and the Selling Unitholder shall not request the sale of any Units that would be sold, and the Manager shall not be obligated to sell, (i) during any period commencing on the first day of each fiscal quarter and ending on the date that is 24 hours after the time that the Partnership files a Quarterly Report on Form 10-Q or an Annual Report on Form 10-K that includes consolidated financial statements as of and for the same periods, as the case may be, covered by such reports, and (ii) during any other period in which the Partnership is, or could be deemed to be, in possession of material and adverse non-public information. The Partnership shall notify the Selling Unitholder and the Manager, in connection with Section 4(e)(ii), when it is, or could be deemed to be, in possession of material and adverse non-public information.

(f) The Manager shall have no responsibility for maintaining records with respect to Units available for sale under the Registration Statement, other than the aggregate gross sales pursuant to this Agreement, or for determining the aggregate gross sales price, number or minimum price of Units duly authorized by the Selling Unitholder.

SECTION 5. Covenants. Each of the Partnership and, solely with respect to Sections 5(e), 5(j), 5(k), 5(n), 5(s), 5(y) and 5(z), the Selling Unitholder agrees with the Manager that:

(a) During any period in which a prospectus relating to the Units is required to be delivered under the Securities Act (whether physically, deemed to be delivered pursuant to Rule 153 of the Rules and Regulations or through compliance with Rule 172 of the Rules and Regulations or any similar rule), the Partnership will advise the Manager promptly of any amendment or supplement to the Registration Statement or the Prospectus which is proposed to be filed (other than any amendment or supplement which does not relate to the sale of the Units and not including any report or document which is the subject of Section 5(d) hereof) and will provide the Manager reasonable opportunity to review the same; and the Partnership will cause each amendment or supplement to the Base Prospectus or the Prospectus relating to the sale of the Units to be filed with the Commission as required pursuant to the applicable paragraph of Rule 424(b) of the Rules and Regulations.

(b) As soon as it is advised thereof, the Partnership will advise the Manager of the (i) initiation or threatening by the Commission of any proceedings for the issuance of any order suspending the effectiveness of the Registration Statement or suspending the use of the Prospectus, (ii) receipt by it or any representative or attorney of it of any other communication from the Commission relating to the Partnership, the Registration Statement or the Prospectus, including pursuant to Section 8A of the Securities Act, or (iii) suspension of qualification of the Units for offering or sale in any jurisdiction or the institution or threatening of any proceeding for such purpose. The Partnership will make every reasonable effort to prevent the issuance of an order suspending the effectiveness of the Registration Statement, or the use of the Prospectus, and if any such order is issued, to obtain as soon as possible the lifting thereof.

(c) The Partnership will make available to the Manager, as soon as practicable after the date of this Agreement, and thereafter from time to time will furnish to the Manager, as many copies of the Prospectus (or of the Prospectus as amended or supplemented if the Partnership shall have made any amendments or supplements thereto after the date of this Agreement) as the Manager may request for the purposes contemplated by the Securities Act; in case the Manager is required to deliver (whether physically, deemed to be delivered pursuant to Rule 153 of the Rules and Regulations or through compliance with Rule 172 of the Rules and Regulations or any similar rule), in connection with the sale of the Units, a prospectus after the nine-month period referred to in Section 10(a)(3) of the Securities Act, or after the time a post-effective amendment to the Registration Statement is required pursuant to Item 512(a) of Regulation S-K under the Securities Act, the Partnership will prepare, at its expense, promptly upon request such amendment or amendments to the Registration Statement and the Prospectus as may be necessary to permit compliance with the requirements of Section 10(a)(3) of the Securities Act or Item 512(a) of Regulation S-K under the Securities Act, as the case may be.

(d) The Partnership will file promptly all reports and documents and any preliminary or definitive proxy or information statement required to be filed by the Partnership with the Commission in order to comply with the Exchange Act for so long as a prospectus is required by the Securities Act to be delivered (whether physically, deemed to be delivered pursuant to Rule 153 of the Rules and Regulations or through compliance with Rule 172 of the Rules and Regulations or any similar rule) in connection with any sale of the Units; and during any such

period that a prospectus is required to be delivered in connection with any sale of the Units, the Partnership will promptly notify (to the extent not otherwise publicly available on the Commission's website) the Manager of the filing of such reports and statements and other documents required to be filed by the Partnership pursuant to Section 13, 14 or 15(d) of the Exchange Act.

(e) If at any time when Units remain unsold by the Manager, the Partnership receives from the Commission a notice or otherwise ceases to be eligible to use Form S-3, the Partnership will promptly notify the Manager and the Selling Unitholder, and the Selling Unitholder will not give the Manager instructions to sell Units under this Agreement until such time as the Partnership is again eligible to use Form S-3 for such purpose.

(f) If immediately prior to the third anniversary (the "**Renewal Deadline**") of the initial effective date of the Registration Statement, any of the Units that remain unsold by the Manager constitute "Registrable Securities" (as defined in that certain Registration Rights Agreement, dated March 5, 2020, by and between the Partnership and the Selling Unitholder (the "**RRA**")), the Partnership will, prior to the Renewal Deadline, file, if it has not already done so and is eligible to do so, a new shelf registration statement relating to the Units, in a form reasonably satisfactory to the Manager and will use its reasonable efforts to cause such registration statement to be declared effective within 180 days after the Renewal Deadline. The Partnership will use its reasonable efforts to take all other action necessary or appropriate to permit the public offering and sale of the Units described in the first sentence of this Section 5(f) to continue as contemplated in the expired registration statement. References herein to the Registration Statement shall include such new shelf registration statement.

(g) During any period in which a prospectus is required to be delivered (whether physically, deemed to be delivered pursuant to Rule 153 of the Rules and Regulations or through compliance with Rule 172 of the Rules and Regulations or any similar rule) in connection with any sale of Units, if any event occurs as a result of which the Prospectus as then amended or supplemented would include an 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, if for any reason it shall be necessary during such same period to amend the Registration Statement or amend or supplement the Prospectus to comply with the Securities Act or file any document which will be deemed an Incorporated Document in order to comply with the Exchange Act and the rules and regulations thereunder, the Partnership will promptly notify the Manager to suspend solicitation of purchases of the Units and forthwith upon receipt of such notice, the Manager shall suspend its solicitation of purchases of the Units and shall cease using the Prospectus; and if the Partnership shall decide to amend or supplement the Registration Statement or the Prospectus, it will promptly advise the Manager and will promptly prepare and file with the Commission an amendment or supplement to the Registration Statement or the Prospectus which will correct such statement or omission or effect such compliance, will advise the Manager when the Manager is free to resume such solicitation and will prepare and furnish to the Manager as many copies as the Manager may reasonably request of such amendment or supplement; and in case the Manager is required to deliver under the Securities Act (whether physically, deemed to be delivered pursuant to Rule 153 of the Rules and Regulations or through compliance with Rule 172 of the Rules and Regulations or any similar rule), a prospectus relating to the Units after the nine-month period referred to in Section 10(a)(3) of the Securities Act, or after the time a post-effective amendment to the Registration Statement is required pursuant to

Item 512(a) of Regulation S-K under the Securities Act, upon the request of the Manager, and at its own expense, the Partnership will prepare and deliver to the Manager as many copies as the Manager may request of an amended Registration Statement or amended or supplemented prospectus complying with Item 512(a) of Regulation S-K or Section 10(a)(3) of the Securities Act, as the case may be.

(h) The Partnership will cooperate with the Manager in qualifying and will use its reasonable efforts to cooperate in maintaining in effect such qualification of the Units for offer and sale under the securities or “blue sky” laws of such jurisdictions as the Manager may reasonably request; *provided* that in no event shall the Partnership be obligated to qualify to do business in any jurisdiction where it is not now so qualified, to take any action which would subject it to service of process in suits, other than those arising out of the offering or sale of the Units, in any jurisdiction where it is not now so subject, to qualify in any jurisdiction as a broker-dealer or to subject itself to any taxing authority where it is not now so subject.

(i) The Partnership will make generally available to the Partnership’s security holders and the Manager an earnings statement which satisfies the provisions of Section 11(a) of the Securities Act covering a period of twelve months beginning after the effective date of the Registration Statement (as defined in Rule 158(c) of the Rules and Regulations) as soon as is reasonably practicable after the termination of such twelve month period but not later than eighteen months after the effective date of the Registration Statement (as defined in Rule 158(c) of the Rules and Regulations).

(j) The Partnership and the Selling Unitholder will not sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to sell or otherwise dispose of or agree to dispose of, directly or indirectly, any Common Units or securities convertible into or exchangeable or exercisable for the Common Units or warrants or other rights to purchase the Common Units or any other securities of the Partnership that are substantially similar to the Common Units or permit the registration under the Securities Act of any Common Units, in each case, at any time that sales of the Units have been made but not settled or at any time the Selling Unitholder has outstanding with the Manager any instructions to sell the Units but such instructions have not been fulfilled or cancelled. Notwithstanding the foregoing, the Partnership may: (i) consummate transactions for the acquisition of assets, businesses or the capital stock or other ownership interests of businesses in exchange for Common Units or any securities substantially similar to, convertible into or exchangeable or exercisable for Common Units; (ii) file a registration statement on Form S-8 relating to Common Units that may be issued pursuant to any employee benefit plans, qualified options plans or other employee compensation plans; (iii) issue securities under the Partnership’s equity compensation plans described in the Partnership’s reports filed with the Commission under the Exchange Act, including the Partnership’s employee unit purchase plan or any employee benefit plans, qualified options plans or other employee compensation plans; (iv) issue securities pursuant to the Partnership’s distribution reinvestment plan or any outstanding options, rights or warrants described in the Prospectus; and (v) file a “universal” shelf registration statement with respect to the Partnership’s debt or Common Units for the purpose of increasing the capacity under or replacing the Partnership’s then existing “universal” shelf registration statement, and the Selling Unitholder may sell the Units through the Manager pursuant to this Agreement. The Selling Unitholder shall not sell under this Agreement a number of Units that, when taken together with all previous sales of Units by the Selling Unitholder under this Agreement, results or could result in an aggregate gross sales price for all

such Units sold exceeding \$500,000,000. Notwithstanding the foregoing, if the Partnership notifies the Selling Unitholder and the Manager of (x) its exercise of its delay rights pursuant to Section 2.01(c) of the RRA, the Partnership will be permitted to sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to sell or otherwise dispose of or agree to dispose of, directly or indirectly, any Common Units or securities convertible into or exchangeable or exercisable for Common Units or warrants or other rights to purchase Common Units or any other securities of the Partnership that are substantially similar to Common Units, or (y) its intent to conduct sales under its “at-the-market” program or similar continuous equity transaction, the Partnership shall be permitted to conduct such sales without limitation, and the Selling Unitholder will cooperate with the Partnership in good faith so that sales by the Selling Unitholder under this Agreement do not materially affect sales by the Partnership in such “at-the-market” program or similar continuous equity transaction.

(k) The Partnership and the Selling Unitholder will not, and will cause their respective subsidiaries not to, take any action that is designed to or that constitutes or that might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Partnership to facilitate the offer or sale of the Units.

(l) The Partnership will use all reasonable efforts to effect or maintain the listing of the Units on the NYSE, as applicable, during the term of this Agreement.

(m) Upon commencement of the offering of the Units under this Agreement, and each time that (i) the Registration Statement or the Prospectus shall be amended or supplemented (other than pursuant to subclause (ii) below and other than any prospectus supplement filed pursuant to Rule 424(b) of the Rules and Regulations relating solely to the offering of securities other than the Units), (ii) there is filed with the Commission any document incorporated by reference into the Prospectus (other than a Current Report on Form 8-K, unless the Manager shall otherwise reasonably request) (*provided*, in the case of an event described in this subclause (ii) that occurs on or after September 5, 2020, that within five Trading Days after such event, the Selling Unitholder and the Manager provide to the Partnership a written notice requesting that the offering of Units under this Agreement be continued) or (iii) the Units are delivered to the Manager as principal on a Settlement Date (each such date referred to in subclauses (i), (ii) or (iii) above, a “**Representation Date**”), the Partnership will furnish or cause to be furnished to the Manager forthwith a certificate dated and delivered the date of effectiveness of such amendment, the date of filing with the Commission of such supplement or other document, or the relevant Settlement Date, as the case may be, in form reasonably satisfactory to the Manager to the effect that the statements contained in the certificate referred to in Section 7(g) of this Agreement which were last furnished to the Manager are true and correct at the time of such amendment, supplement, filing or delivery, as the case may be, as though made at and as of such time (except that such statements shall be deemed to relate to the Registration Statement and the Prospectus as amended and supplemented to such time) or, in lieu of such certificate, a certificate of the same tenor as the certificate referred to in said Section 7(g), modified as necessary to relate to the Registration Statement and the Prospectus as amended and supplemented to the time of delivery of such certificate.

(n) Upon commencement of the offering of the Units under this Agreement, and at each Representation Date, the Selling Unitholder will furnish or cause to be furnished to the Manager forthwith a certificate dated and delivered as of such date, in form reasonably satisfactory

to the Manager to the effect that the statements contained in the certificate referred to in Section 7(h) of this Agreement which were last furnished to the Manager are true and correct at the time of such amendment, supplement, filing or delivery, as the case may be, as though made at and as of such time or, in lieu of such certificate, a certificate of the same tenor as the certificate referred to in said Section 7(h), modified as necessary to relate to the Registration Statement and the Prospectus as amended and supplemented to the time of delivery of such certificate.

(o) Upon commencement of the offering of the Units under this Agreement, and at each Representation Date, the Partnership will furnish or cause to be furnished forthwith to the Manager a written opinion of Sidley Austin LLP, counsel to the Partnership, or other counsel satisfactory to the Manager (“**Partnership Counsel**”), dated and delivered as of such Representation Date, substantially to the effect as set forth in Exhibit A hereto, but modified as necessary to relate to the Registration Statement and the Prospectus as amended and supplemented to the time of delivery of such opinion.

(p) Upon commencement of the offering of the Units under this Agreement, and at each Representation Date, the Partnership will furnish or cause to be furnished forthwith to the Manager a written opinion of Christopher S. Wade, Deputy General Counsel of the General Partner, or such other counsel satisfactory to the Manager, dated and delivered as of such Representation Date, substantially to the effect as set forth in Exhibit B hereto, but modified as necessary to relate to the Registration Statement and the Prospectus as amended and supplemented to the time of delivery of such opinion; *provided, however*, that in lieu of such opinion for subsequent Representation Dates, counsel may furnish to the Manager a reliance letter to the effect that the Manager may rely on a prior opinion delivered under this Section 5(p) to the same extent as if it were dated the date of such letter (except that statement in such prior opinion shall be deemed to relate to the Registration Statement and the Prospectus as amended or supplemented at such Representation Date).

(q) Upon commencement of the offering of the Units under this Agreement, and at each Representation Date, the Partnership will furnish or cause to be furnished forthwith to the Manager a written opinion of Latham & Watkins LLP, special tax counsel to the Partnership, or other counsel satisfactory to the Manager (“**Special Tax Counsel**”), dated and delivered as of such Representation Date, substantially to the effect as set forth in Exhibit C hereto, but modified as necessary to relate to the Registration Statement and the Prospectus as amended and supplemented to the time of delivery of such opinion.

(r) Upon commencement of the offering of the Units under this Agreement, and at each Representation Date, the Partnership will furnish or cause to be furnished forthwith to the Manager a customary certificate of the Secretary or an Assistant Secretary of the General Partner and on behalf of the Partnership and of EPOGP on behalf of EPO, dated and delivered as of such Representation Date, in form and substance satisfactory to the Manager.

(s) Upon commencement of the offering of the Units under this Agreement, and at each Representation Date, the Selling Unitholder will furnish or cause to be furnished forthwith to the Manager a customary certificate of the Secretary or an Assistant Secretary of the Selling Unitholder and on behalf of the Selling Unitholder, dated and delivered as of such Representation Date, in form and substance satisfactory to the Manager.

(t) Upon commencement of the offering of the Units under this Agreement, and at each Representation Date, the Selling Unitholder will furnish or cause to be furnished forthwith to the Manager a written opinion of Vinson & Elkins LLP, counsel to the Selling Unitholder, or other counsel satisfactory to the Manager (“**Selling Unitholder Counsel**”), dated and delivered as of such Representation Date, substantially to the effect as set forth in Exhibit D hereto, but modified as necessary to relate to the Registration Statement and the Prospectus as amended and supplemented to the time of delivery of such opinion.

(u) Upon commencement of the offering of the Units under this Agreement, and each time that (i) the Registration Statement or the Prospectus is amended or supplemented (other than pursuant to subclause (ii) or (iii) below and other than any prospectus supplement filed pursuant to Rule 424(b) of the Rules and Regulations relating solely to an offering of securities other than the Units) to include additional or amended financial information, (ii) the Partnership shall file an annual report on Form 10-K or a quarterly report on Form 10-Q or (iii) upon request and reasonable advance notice by the Manager to the Partnership, there is filed with the Commission any document (other than an annual report on Form 10-K or a quarterly report on Form 10-Q) incorporated by reference into the Prospectus which contains additional amended financial information, the Partnership will cause its accountants, or other independent accountants satisfactory to the Manager, forthwith to furnish the Manager a letter, dated the date of the commencement of the offering, the date of effectiveness of such amendment or the date of filing of such supplement or other document with the Commission, as the case may be, in form and substance reasonably satisfactory to the Manager and consistent with Statement on Auditing Standards No. 72 or successor standards, but modified to relate to the Registration Statement and the Prospectus, as amended and supplemented to the date of such letter.

(v) Upon commencement of the offering of the Units under this Agreement, and each time that (i) the Registration Statement or the Prospectus is amended or supplemented (other than pursuant to subclause (ii) below and other than any prospectus supplement filed pursuant to Rule 424(b) of the Rules and Regulations relating solely to the offering of securities other than the Units), (ii) there is filed with the Commission any document incorporated by reference into the Prospectus (other than a Current Report on Form 8-K, unless the Manager shall otherwise reasonably request), (iii) the Units are delivered to the Manager as principal on a Settlement Date or (iv) the Manager shall otherwise reasonably request, the Partnership will conduct a due diligence session, which shall include representatives of the management and the accountants of the Partnership.

(w) The Partnership consents to the Manager trading in the Common Units for the Manager’s own account and for the account of its clients at the same time as sales of the Units occur pursuant to this Agreement or pursuant to any Terms Agreement.

(x) If, to the knowledge of the Partnership, any condition set forth in Section 7(a) or Section 7(m) of this Agreement shall not have been satisfied on the applicable Settlement Date, the Partnership will promptly notify the Manager of such failure of the condition to be satisfied.

(y) The Selling Unitholder will deliver to the Manager, on the date of execution of this Agreement, a properly completed and executed Certification Regarding Beneficial Owners of Legal Entity Customers, together with copies of identifying documentation, and the Selling Unitholder undertakes to provide such additional supporting documentation as the Manager may reasonably request in connection with the verification of the foregoing Certification.

(z) At each Time of Sale, Settlement Date and Representation Date, the Partnership and the Selling Unitholder shall be deemed to affirm to the Manager that the representations and warranties of the Partnership and the Selling Unitholder, respectively, contained in or made pursuant to this Agreement are true and correct as of each such date as though made at and as of such date.

SECTION 6. Payment of Expenses. Each of the Partnership and the Selling Unitholder agrees with each other and with the Manager, whether or not the transactions contemplated hereunder are consummated or this Agreement is terminated, to pay all expenses incident to the performance of its obligations under this Agreement, and each of the Partnership and the Selling Unitholder will pay (or reimburse if paid by any other party to this Agreement), whether or not the transactions contemplated hereby are consummated or this Agreement is terminated, all costs and expenses incident to the performance of its obligations under this Agreement. Without limiting the generality of the foregoing, (i) the Partnership will pay all expenses relating to (A) the preparation, printing and filing of the Registration Statement and exhibits thereto, the Base Prospectus, the Prospectus and any amendments or supplements thereto, and the printing and furnishing to the Manager copies of each thereof (including costs of mailing and shipment), this Agreement, any powers of attorney and any closing documents (including compilations thereof), (B) the registration or qualification of the Units for offer and sale under the securities or “blue sky” laws of the various jurisdictions referred to in Section 5(h), including the reasonable fees and disbursements of counsel for the Manager in connection therewith and the preparation and printing of legal investment and preliminary and supplementary “blue sky” memoranda, (C) the furnishing to the Manager of copies of each Prospectus and any amendments or supplements thereto, and of the several documents required by Section 5(c) to be so furnished, including costs of shipping and mailing, (D) the listing of the Units on the NYSE, (E) any filing for review of the public offering of the Units by the Financial Industry Regulatory Authority, Inc. (“**FINRA**”), including the reasonable fees and disbursements of counsel for the Manager relating to FINRA matters, and (F) the reasonable out-of-pocket expenses of the Partnership’s counsel and accountants, and (ii) the following expenses shall be the sole obligations of the Selling Unitholder: (A) the reasonable out-of-pocket expenses of the Manager, including reasonable fees, disbursements and expenses of the Manager’s counsel in connection with this Agreement and the Registration Statement and ongoing services in connection with the transactions contemplated hereunder, (B) any fees, disbursements and expenses of counsel engaged for the Selling Unitholder in connection with this Agreement and the Registration Statement, and (C) the issuance, preparation, and delivery of the Units, including the costs and expenses of any registrar, transfer agent and any agent thereof, including any reasonable fees and disbursements of counsel therefor and any stock or transfer taxes and stamp and similar duties payable upon the sale, issuance and delivery of the Units to the Manager. If this Agreement is terminated in accordance with the provisions of Section 10 hereof, the Selling Unitholder shall reimburse the Manager for all of its reasonable out-of-pocket expenses, including the reasonable fees and disbursements of counsel for the Manager incurred by it in connection with the offering contemplated by this Agreement. Notwithstanding anything to the contrary in this Section 6, the Selling Unitholder shall remain obligated to the Partnership for the Selling Unitholder’s obligations under Section 2.04 of the RRA, including in connection with any “bring-down” actions in connection with sales under this Agreement and “Selling Expenses” (as defined in the RRA).

SECTION 7. Conditions of the Manager's Obligations. The obligations of the Manager hereunder with respect to any order submitted by the Selling Unitholder to the Manager to sell Units or any agreement by the Manager to purchase Units as principal are subject to (i) the accuracy of the representations and warranties on the part of the Partnership and the Selling Unitholder on the date hereof, and as of any Representation Date and any Settlement Date, (ii) the performance by the Partnership and the Selling Unitholder of their obligations hereunder and (iii) the following additional conditions precedent:

(a) No stop order suspending the effectiveness of the Registration Statement or the use of the Prospectus under the Securities Act shall have been issued and no proceedings for such purpose or pursuant to Section 8A of the Securities Act shall be pending before or, to the knowledge of the Partnership Entities, threatened by the Commission; and the Commission shall not have notified the Partnership of any objection to the use of the form of Registration Statement.

(b) Since the respective dates as of which information is given in the Prospectus, there shall not have been any change, or any development involving a prospective change, in the partnership interests, capital stock or long-term debt of the Partnership or any of its subsidiaries that would constitute a material adverse change to the Partnership and its subsidiaries taken as a whole, or any material adverse change in the general affairs, management, financial position or results of operations of the Partnership and its subsidiaries taken as a whole, whether or not arising in the ordinary course of business, other than as set forth in or contemplated by the Prospectus, if in the judgment of the Manager any such change makes it impracticable or inadvisable to consummate the sale and delivery of the Units as contemplated in the Prospectus.

(c) The Partnership shall have furnished to the Manager, at each Representation Date, the written opinion of Partnership Counsel, dated as of such date, as specified in Section 5(o).

(d) The Partnership shall have furnished to the Manager, at each Representation Date, the written opinion of Christopher S. Wade, or other counsel satisfactory to the Manager, dated as of such date, as specified in Section 5(p).

(e) The Partnership shall have furnished to the Manager, at each Representation Date, the written opinion of Special Tax Counsel, dated as of such date, as specified in Section 5(q).

(f) At the dates specified in Section 5(u) of this Agreement, the Manager shall have received from the Partnership's accountants the letters, dated as of such date, as specified in Section 5(u).

(g) The Partnership shall have delivered to the Manager, at each Representation Date, a certificate of an executive officer of the General Partner, which shall certify, to the best of his or her knowledge after reasonable investigation, on behalf of the Partnership that: (i) subject to modification to incorporate the disclosures contained in the Registration Statement and the Prospectus, in each case as amended or supplemented as of such date, the representations and warranties of the Enterprise Parties as set forth in this Agreement are true and correct as of such Representation Date; (ii) the Partnership has duly performed, in all material respects, such of its obligations under this Agreement as are to be performed at or before each such Representation

Date; (iii) no stop order suspending the effectiveness of the Registration Statement or the use of the Prospectus under the Securities Act has been issued and no proceedings for such purpose or pursuant to Section 8A of the Securities Act are pending before or, to the knowledge of the Partnership, threatened by the Commission; (iv) each part of the Registration Statement and any amendment thereto, at the time it became effective, did 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 not misleading; (v) the Prospectus, as amended or supplemented, does not contain 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; (vi) since the respective dates as of which information is given in the Prospectus, there has not been any change, or any development involving a prospective change, in the partnership interests, capital stock or long-term debt of the Partnership or any of its Subsidiaries that would constitute a material adverse change to the Partnership and its Subsidiaries taken as a whole, or any material adverse change in the general affairs, management, financial position or results of operations of the Partnership and its Subsidiaries, taken as a whole, whether or not arising in the ordinary course of business, other than as set forth in or contemplated by the Prospectus; and (vii) none of the Enterprise Parties has any subsidiaries other than as set forth on a schedule to such certificate that, individually or in the aggregate, would be deemed to be a "significant subsidiary" as such term is defined in Rule 1-02(w) of Regulation S-X under the Securities Act.

(h) The Selling Unitholder shall have delivered to the Manager, at each Representation Date, a certificate of an executive officer of the Selling Unitholder, which shall certify, to the best of his or her knowledge after reasonable investigation, on behalf of the Selling Unitholder that: (i) the representations and warranties of the Selling Unitholder as set forth in this Agreement are true and correct as of such Representation Date; and (ii) the Selling Unitholder has duly performed, in all material respects, such of its obligations under this Agreement as are to be performed at or before each such Representation Date.

(i) The Manager shall have received, upon commencement of the offering of the Units under this Agreement and at each Representation Date, the written opinion of Akin Gump Strauss Hauer & Feld LLP, counsel to the Manager, or other counsel satisfactory to the Manager, dated and delivered as of such date, in form and substance satisfactory to the Manager.

(j) The Manager shall have received, at each Representation Date, a certificate of the Secretary or an Assistant Secretary of the General Partner on behalf of the Partnership, dated as of such date, as specified in Section 5(r).

(k) The Manager shall have received, at each Representation Date, a certificate of the Secretary or an Assistant Secretary of the Selling Unitholder on behalf of the Selling Unitholder, dated as of such date, as specified in Section 5(s).

(l) The Manager shall have received, at each Representation Date, the written opinion of Selling Unitholder Counsel, dated as of such date, as specified in Section 5(t).

(m) All filings with respect to the Units required by Rule 424 of the Rules and Regulations to have been filed with the Commission by the Settlement Date shall have been made within the applicable time period prescribed for such filing by Rule 424 of the Rules and Regulations.

(n) The Units shall have been approved for listing on the NYSE at or prior to the Settlement Date.

(o) Since the later of (i) the date of this Agreement and (ii) the immediately preceding Representation Date, there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any of the securities of the Partnership or any of its subsidiaries by any “nationally recognized statistical rating organization”, as such term is defined in Section 3(a)(62) of the Exchange Act.

(p) Prior to each Settlement Date, the Partnership and the Selling Unitholder shall have furnished or caused to be furnished to the Manager such further information, certificates and documents as the Manager may reasonably request.

SECTION 8. Indemnification and Contribution. For purposes of this Section 8, “*Prospectus Supplement*” shall include any prospectus supplement relating to the Units filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations.

(a) The Enterprise Parties will jointly and severally indemnify and hold harmless the Manager, the directors, officers, employees and agents of the Manager and their respective affiliates and each person, if any, who controls the Manager within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever (including the reasonable cost of investigation), to which the Manager or any such person may become subject with respect to the Units, (A) arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Prospectus or the Prospectus Supplement (or any amendment or supplement to such documents) or any free writing prospectus (as defined in Rule 433 of the Rules and Regulations) that the Partnership has filed or is required to file, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein, with respect to the Prospectus, in the light of the circumstances under which they were made, not misleading, or (B) resulting from the use of any issuer free writing prospectus (as defined in Rule 433 of the Rules and Regulations) or prospectus, other than the Prospectus, relating to the Units, whether or not filed by the Partnership or on its behalf;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; *provided* that (subject to Section 8(e) below) any such settlement is effected with the written consent of the Partnership; and

(iii) against any and all expense whatsoever, as incurred (including, subject to Section 8(d) hereof, the fees and disbursements of counsel chosen by the Manager), reasonably incurred in investigating, preparing or defending against any

litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under clause (i) or (ii) above;

provided, however, that the indemnity set forth in this Section 8(a) shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission contained in the Registration Statement or any Prospectus or Prospectus Supplement or any amendment or supplement thereto, or any free writing prospectus (as defined in Rule 433 of the Rules and Regulations) that the Partnership has filed or is required to file, in reliance upon and in conformity with written information furnished to the Partnership by or on behalf of the Manager or the Selling Unitholder expressly for use in the Registration Statement or any Prospectus (or any amendment or supplement to such documents).

(b) The Selling Unitholder will indemnify and hold harmless each Enterprise Party, each of the directors of the General Partner, the respective officers of the General Partner who signed the Registration Statement, the Manager, the directors, officers, employees and agents of the Manager and their respective affiliates and each person, if any, who controls the Partnership or the Manager within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, against any and all loss, liability, claim, damage and expense described in the indemnity contained in Section 8(a) (*provided* that (subject to Section 8(e) below) with respect to indemnification of the nature contemplated by Section 8(a)(ii), such indemnification by the Selling Unitholder for a settlement of any such loss, liability, claim, damage and expense must be effected with the written consent of the Selling Unitholder), as incurred, but only with reference to written information furnished to the Partnership by or on behalf of the Selling Unitholder expressly for use in the Registration Statement, the Base Prospectus or any Prospectus (or any amendment or supplement to such documents). This indemnity agreement will be in addition to any liability which the Selling Unitholder may otherwise have.

(c) The Manager agrees to indemnify and hold harmless each Enterprise Party and the Selling Unitholder, each of the directors of the General Partner and the Selling Unitholder's directors, the respective officers of the General Partner who signed the Registration Statement, and each person, if any, who controls the Partnership Entities or the Selling Unitholder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, against any and all loss, liability, claim, damage and expense described in the indemnity contained in Section 8(a) (*provided* that (subject to Section 8(e) below) with respect to indemnification of the nature contemplated by Section 8(a)(ii), such indemnification by the Manager for a settlement of any such loss, liability, claim, damage and expense must be effected with the written consent of the Manager), as incurred, but only with respect to any untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement or any Prospectus (or any amendment or supplement to such documents), in reliance upon and in conformity with written information furnished to the Partnership or the Selling Unitholder by or on behalf of the Manager expressly for use in the Registration Statement, the Base Prospectus or any Prospectus (or any amendment or supplement to such documents). The Enterprise Parties and the Selling Unitholder acknowledge that, except as may be agreed in writing between all the parties after the date of this Agreement, the only information furnished in writing by or on behalf of the Manager for inclusion in the Registration Statement, the Prospectus, or in any amendment or supplement thereto consists of the names of the Manager.

(d) Each indemnified party shall give written notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below), *provided* that if it so elects within a reasonable time after receipt of such notice, an indemnifying party, jointly with any other indemnifying parties receiving such notice, may assume the defense of such action with counsel chosen by it and approved by the indemnified parties defendant in such action, unless such indemnified parties reasonably object to such assumption on the ground that there may be legal defenses available to them which are different from or in addition to those available to such indemnifying party. If an indemnifying party assumes the defense of such action, the indemnifying parties shall not be liable for any fees and expenses of counsel for the indemnified parties incurred thereafter in connection with such action; *provided, however*, that the indemnifying party shall pay the fees and expenses of separate counsel for the indemnified party if (i) the indemnifying party has agreed to pay such fees and expenses or (ii) counsel for the indemnified party reasonably determines that representation of both the indemnifying party and the indemnified party by the same counsel would create a conflict of interest. An indemnifying party may participate at its own expense in the defense of any such action; *provided, however*, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. In no event shall the indemnifying parties be liable for fees and expenses of more than one counsel (in addition to any local counsel) separate from their own counsel for all indemnified parties in connection with any one action or separate but similar or related actions arising out of the same general allegations or circumstances. No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 8 (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(e) If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for reasonable fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 8(a)(ii) effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement. Notwithstanding the immediately preceding sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, an indemnifying party shall not be liable for any settlement of the nature contemplated by

Section 8(a)(ii) effected without its consent if such indemnifying party (i) reimburses such indemnified party in accordance with such request to the extent it considers such request to be reasonable and (ii) provides written notice to the indemnified party substantiating the unpaid balance as unreasonable, in each case prior to the date of such settlement.

(f) If the indemnification provided for in this Section 8 is for any reason unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Selling Unitholder, on the one hand, and the Manager, on the other hand, from the offering of the Units pursuant to this Agreement or (ii) if the allocation provided by clause (i) 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 Enterprise Parties and the Selling Unitholder, on the one hand, and the Manager, on the other hand, in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Selling Unitholder, on the one hand, and the Manager, on the other hand, in connection with the offering of the Units pursuant to this Agreement shall be deemed to be in the same respective proportions as the total Net Proceeds from the offering of the Units pursuant to this Agreement received by the Selling Unitholder, and the total compensation received by the Manager, in each case as provided in Section 4(a)(v), bear to the gross sales price of the Units sold by or through the Manager. The relative fault of the Enterprise Parties and the Selling Unitholder, on the one hand, and the Manager, on the other hand, shall be determined by reference to, among other things, whether any such 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 Enterprise Parties, the Selling Unitholder or the Manager and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Enterprise Parties, the Selling Unitholders and the Manager agree that it would not be just and equitable if contribution pursuant to this Section 8(f) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 8(f). The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 8(f) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission. Notwithstanding the provisions of this Section 8(f), the Manager shall not be required to contribute any amount in excess of the compensation received by it pursuant to this Agreement, as determined in accordance with Section 4(a)(v). 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. For purposes of this Section 8(f), the directors, officers, employees and agents of the Manager and its respective affiliates and each person, if any, who controls the Manager within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, shall have the same rights to contribution as the Manager; each director and officer of the General Partner and each person, if any, who controls any of the Partnership Entities within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act shall have the same rights to contribution as the Enterprise Parties; and each director of the Selling

Unitholder and each person, if any, who controls the Selling Unitholder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act shall have the same rights to contribution as the Selling Unitholder.

The obligations of the Enterprise Parties under this Section 8(f) shall be in addition to any liability which the Enterprise Parties may otherwise have.

SECTION 9. Representations and Agreements to Survive Delivery. The indemnity and contribution agreements contained in Section 8 and the covenants, warranties and representations of the Enterprise Parties, the Selling Unitholder and the Manager contained in this Agreement or any Terms Agreement or in certificates delivered pursuant hereto shall remain in full force and effect regardless of any investigation made by or on behalf of the Partnership, the Selling Unitholder or the Manager, the directors, officers, employees and agents of any of the Partnership, the Selling Unitholder or the Manager and their respective affiliates and each person (including each partner, officer or director of such person) who controls any of the Partnership, the Selling Unitholder or the Manager within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, and shall survive any termination of this Agreement or the delivery of or payment for the Units.

SECTION 10. Termination.

(a) The Selling Unitholder shall have the right, by giving written notice as hereinafter specified, to terminate this Agreement in its sole discretion at any time. Any such termination shall be without liability of any party to any other party except that (i) with respect to any pending sale, through the Manager for the Selling Unitholder, the obligations of the Selling Unitholder, including in respect of compensation of the Manager, shall remain in full force and effect notwithstanding the termination, and (ii) the reimbursement, indemnification and contribution agreements contained in Section 6 and Section 8 hereof, the provisions of Section 9, Section 11, Section 12, Section 13 and Section 18 hereof, and the representations, warranties, covenants and agreements of the Selling Unitholder in this Agreement shall remain in full force and effect regardless of any termination of this Agreement.

(b) The Manager shall have the right, by giving written notice as hereinafter specified, to terminate this Agreement in its sole discretion at any time. Any such termination shall be without liability of any party to any other party except that (i) with respect to any pending sale, through the Manager for the Selling Unitholder, the obligations of the Selling Unitholder, including in respect of compensation of the Manager, shall remain in full force and effect notwithstanding the termination, and (ii) the reimbursement, indemnification and contribution agreements contained in Section 6 and Section 8 hereof, the provisions of Section 9, Section 11, Section 12, Section 13 and Section 18 hereof, and the representations, warranties, covenants and agreements of the Selling Unitholder in this Agreement shall remain in full force and effect regardless of any termination of this Agreement.

(c) This Agreement shall remain in full force and effect until the earlier of (i) its termination pursuant to Section 10(a) or Section 10(b) above or otherwise by mutual agreement of the parties, (ii) the Partnership providing written notice to the Manager and the Selling Unitholder that the Units no longer constitute Registrable Securities under the RRA or (iii) the sale of all of the Units authorized hereunder; *provided* that any such termination shall in all cases be deemed to provide that Section 6, Section 8 and Section 9 shall remain in full force and effect, unless otherwise agreed by the parties.

(d) Any termination of this Agreement shall be effective on the date specified in such notice of termination; *provided* that such termination shall not be effective until the close of business on the date of receipt of such notice by the other parties, as the case may be. If such termination shall occur prior to the Settlement Date for any sale of the Units sold prior to such termination, such sale shall settle in accordance with the provisions of Section 4(a)(vi) of this Agreement.

SECTION 11. Notices. Except as otherwise herein provided, all statements, requests, notices and agreements under this Agreement shall be in writing and delivered by hand, overnight courier, mail or facsimile and, if to the Manager, shall be sufficient in all respects if delivered or sent to:

Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036
Attention: General Counsel

and, if to any of the Enterprise Parties, it shall be sufficient in all respects if delivered or sent to each such entity at the offices of the Partnership at:

Enterprise Products Partners L.P.
1100 Louisiana Street, 10th Floor
Houston, Texas 77002
Attention: W. Randall Fowler
Email: rfowler@eprod.com
GeneralCounsel@eprod.com

with a copy to (which shall not constitute notice):

Sidley Austin LLP
1000 Louisiana St., Ste. 5900
Houston, Texas 77002
Attention: David C. Buck
Email: dbuck@sidley.com

and, if to the Selling Unitholder, it shall be sufficient in all respects if delivered or sent to:

Skyline North Americas, Inc.
c/o Marquard & Bahls AG
Koreastrasse 7 - 20457
Hamburg, Germany
Attention: General Counsel, Dr. Christophe Witte
Email: Christoph.witte@marquard-bahls.com

with a copy to (which shall not constitute notice):

Vinson & Elkins LLP
1001 Fannin Street, Suite 2500
Houston, TX 77002
Attention: Ramey Layne
Email: rlayne@velaw.com

Each party to this Agreement may change such address for notices by sending to the parties to this Agreement written notice of a new address for such purpose.

SECTION 12. Parties at Interest. The Agreement herein set forth has been and is made solely for the benefit of the Manager, the Enterprise Parties, the Selling Unitholder and their successors and, to the extent provided in Section 8 of this Agreement, the directors, officers, employees and agents of each of the Manager, the Enterprise Parties and the Selling Unitholder and their respective affiliates and controlling persons. No other person, partnership, association or corporation (including a purchaser, as such purchaser, from the Manager) shall acquire or have any right under or by virtue of this Agreement.

SECTION 13. No Fiduciary Relationship. The Partnership and the Selling Unitholder hereby acknowledge that the Manager is acting solely as sales agent and/or principal in connection with the purchase and sale of the Partnership's securities. The Partnership and the Selling Unitholder further acknowledge that the Manager is acting pursuant to a contractual relationship created solely by this Agreement entered into on an arm's length basis, and in no event do the parties intend that the Manager act or be responsible as a fiduciary to the Partnership, its management, security holders or creditors, the Selling Unitholder or any other person in connection with any activity that the Manager may undertake or has undertaken in furtherance of the purchase and sale of the Partnership's securities, either before or after the date hereof. The Manager hereby expressly disclaims any fiduciary or similar obligations to the Partnership or the Selling Unitholder, either in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions, and each of the Partnership and the Selling Unitholder hereby confirm its understanding and agreement to that effect. The Partnership, the Selling Unitholder and the Manager agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Manager to the Partnership or the Selling Unitholder regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the Partnership's securities, do not constitute advice or recommendations to the Partnership or the Selling Unitholder. The Partnership and the Selling Unitholder hereby waive and release, to the fullest extent permitted by law, any claims that the Partnership or the Selling Unitholder may have against the Manager with respect to any breach or alleged breach of any fiduciary or similar duty to the Partnership or the Selling Unitholder in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions.

SECTION 14. Adjustments for Unit Splits. The parties acknowledge and agree that all unit related numbers contained in this Agreement shall be adjusted to take into account any unit split effected with respect to the Units.

SECTION 15. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written

and oral, among the parties hereto with regard to the subject matter hereof; *provided* that, notwithstanding the foregoing, this Agreement shall not amend, modify or supersede any terms of the RRA, including delay rights in Section 2.01(c) of the RRA, other than Section 8 hereof, which shall supersede Section 2.05 of the RRA solely with respect to the offering of the Units pursuant to this Agreement.

SECTION 16. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that the Manager is a Covered Entity that becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from the Manager 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 Manager is a Covered Entity or a BHC Act Affiliate of the Manager becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against the Manager 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.

For purposes of this Section 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). “**Covered Entity**” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). “**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. “**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

SECTION 17. Counterparts. This Agreement may be signed by the parties in one or more counterparts, which together shall constitute one and the same agreement among the parties.

SECTION 18. Law; Construction. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York.

SECTION 19. Waiver of Jury Trial. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement, any Terms Agreement or the transactions contemplated hereby or thereby.

SECTION 20. Headings. The Section headings in this Agreement have been inserted as a matter of convenience of reference and are not a part of this Agreement.

SECTION 21. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and any successor or assign of any substantial portion of the parties' respective businesses and/or assets.

References herein to information or matters "**set forth**," "**disclosed**," "**contained**" or words of similar import in the Registration Statement, the Base Prospectus, the Prospectus Supplement or the Prospectus include information or matters incorporated by reference therein.

[The remainder of this page is intentionally left blank.]

If the foregoing correctly sets forth the understanding among the Selling Unitholder, the Enterprise Parties and the Manager, please so indicate in the space provided below for that purpose, whereupon this Agreement and your acceptance shall constitute a binding agreement among the Selling Unitholder, the Enterprise Parties and the Manager.

Very truly yours,

ENTERPRISE PRODUCTS PARTNERS L.P.

By: Enterprise Products Holdings LLC,
its general partner

By: /s/ Christian M. Nelly
Name: Christian M. Nelly
Title: Executive Vice President - Finance and Treasurer

ENTERPRISE PRODUCTS OLPGP, INC.

By: /s/ Christian M. Nelly
Name: Christian M. Nelly
Title: Executive Vice President - Finance and Treasurer

ENTERPRISE PRODUCTS OPERATING LLC

By: Enterprise Products OLPGP, Inc.,
its sole manager

By: /s/ Christian M. Nelly
Name: Christian M. Nelly
Title: Executive Vice President - Finance and Treasurer

SKYLINE NORTH AMERICAS, INC.

By: /s/ Christian Brandt
Name: Christian Brandt
Title: CEO & President

Signature Page to Equity Distribution Agreement

ACCEPTED as of the date
first above written

Morgan Stanley & Co. LLC

By: /s/ Neil Guha
Name: Neil Guha
Title: Executive Director

Signature Page to Equity Distribution Agreement

SCHEDULE I

Type of Sale	Percentage of Gross Sales Price
Manager Large Block Sales	up to 2.0%
General Sales	up to 2.0%
Selling Unitholder Large Block Sales	up to 2.0%

As used in this Schedule I:

The term “**General Sales**” shall mean sales of Units made pursuant to Section 4(a) of this Agreement other than Manager Large Block Sales and Selling Unitholder Large Block Sales.

The term “**Manager Large Block Sales**” shall mean sales of Units with the Manager acting as sales agent made pursuant to Section 4(a) of this Agreement to purchasers designated by the Manager based on purchaser inquiries to or contacts with the Manager regarding an interest in such sales prior to the Selling Unitholder submitting an order to the Manager for such sale.

The term “**Selling Unitholder Large Block Sales**” shall mean sales of Units with the Manager acting as sales agent made pursuant to Section 4(a) of this Agreement to purchasers designated by the Selling Unitholder based on purchaser inquiries to or contacts with the Selling Unitholder regarding an interest in such sales prior to the Manager designating such purchaser in connection with such sale.

The Selling Unitholder and the Manager shall determine in good faith whether any particular sale constitutes a General Sale, a Manager Large Block Sale or a Selling Unitholder Large Block Sale.

Schedule I

EXHIBIT A

FORM OF OPINION OF SIDLEY AUSTIN LLP

1. Each of the General Partner, the Partnership and EPOGP are validly existing and in good standing as a limited liability company, limited partnership or corporation, as applicable, under the laws of the State of Delaware. EPO is validly existing and in good standing as a limited liability company under the laws of the State of Texas.
2. Each of the General Partner, the Partnership, EPO and EPOGP has all necessary limited liability company, limited partnership or corporate, as the case may be, power and authority to (i) execute, deliver and perform its obligations under the Equity Distribution Agreement to the extent a party thereto, and (ii) own, lease and operate its properties and to conduct its businesses and, in the case of the General Partner, act as the general partner of the Partnership and, in the case of EPOGP, act as the sole manager of EPO, in each case in all material respects as described in the Registration Statement and the Prospectus. Each of the General Partner, the Partnership and EPOGP is duly registered or qualified as a foreign limited liability company, limited partnership or corporation, as the case may be, for the transaction of business under the laws of the State of Texas.
3. The General Partner is the sole general partner of the Partnership with a non-economic general partner interest in the Partnership; such general partner interest has been duly authorized and validly issued in accordance with the Partnership Agreement; and the General Partner owns such general partner interest free and clear of all liens, encumbrances (except restrictions on transferability contained in the Partnership Agreement or as described in the Prospectus), security interests, charges or claims, in each case, in respect of which a uniform commercial code financing statement naming the General Partner as debtor is on file in the office of the Secretary of State of the State of Delaware.
4. Dan Duncan LLC, a Texas limited liability company ("DDLLC"), owns 100% 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 GP LLC Agreement.
5. The Partnership owns 100% of the issued and outstanding capital stock in EPOGP; such capital stock has been duly authorized and validly issued in accordance with the EPOGP Bylaws and the EPOGP Certificate of Incorporation; and the Partnership owns such capital stock free and clear of all liens, encumbrances, security interests, charges or claims, in each case, in respect of which a uniform commercial code financing statement naming the Partnership as debtor is on file in the office of the Secretary of State of the State of Delaware.
6. EPOGP owns 0.001% of the membership interests of EPO and the Partnership owns 99.999% of the membership interests of EPO; such membership interests have been duly authorized and validly issued in accordance with the EPO Company Agreement; and EPOGP and the Partnership own such membership interests free and clear of all liens, encumbrances (except restrictions on transferability contained in the EPO Company Agreement or as described in the Prospectus), security interests, charges or claims, in each case, in respect of which a uniform commercial code financing statement naming EPOGP or the Partnership as debtor is on file in the office of the Secretary of State of the State of Delaware.

7. (i) The GP LLC Agreement has been duly authorized, executed and delivered by DDLLC and is a valid and legally binding agreement of DDLLC, enforceable against DDLLC in accordance with its terms; (ii) the Partnership Agreement has been duly authorized, executed and delivered by the General Partner and is a valid and legally binding agreement of the General Partner, enforceable against the General Partner in accordance with its terms; and (iii) the EPO Company Agreement has been duly authorized, executed and delivered by each of EPOGP and the Partnership and is a valid and legally binding agreement of each of EPOGP and the Partnership, enforceable against each of EPOGP and the Partnership in accordance with its terms.

8. As of the date hereof, there were issued and outstanding 2,185,896,433 Common Units, excluding the effect of forfeitures of restricted units for tax withholdings upon the vesting of restricted units relating to vesting occurring since the end of the most recent completed fiscal quarter that are not reflected in the Transfer Agent Certificate as of the date hereof.

9. The Units and the limited partner interests represented thereby have been duly authorized by the Partnership and are 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 or 17-804 of the Delaware LP Act).

10. Except for rights that have been effectively complied with, satisfied or waived with respect to the issuance of the Units, there are no preemptive rights or other rights to subscribe for or to purchase, nor any restriction upon the voting or transfer of, any partnership or membership interests or capital stock in the Enterprise Parties, in each case, pursuant to the organizational documents of such entity. To our knowledge, neither the filing of the Registration Statement nor the offering or sale of the Units as contemplated by the Equity Distribution Agreement gives rise to any rights for or relating to the registration of any Common Units or other securities of the Partnership, other than as have been effectively complied with, satisfied or waived.

11. The Partnership has all requisite partnership power and authority to execute and deliver the Equity Distribution Agreement and perform its obligations thereunder.

12. The Equity Distribution Agreement has been duly authorized and validly executed and delivered by each of the Enterprise Parties.

13. None of (i) the execution, delivery and performance of the Equity Distribution Agreement by the Enterprise Parties or (ii) the consummation by the Enterprise Parties of the transactions contemplated by the Equity Distribution Agreement (A) violated, violates or will violate the certificate of limited partnership or agreement of limited partnership, certificate of formation or limited liability company agreement, certificate or articles of incorporation or bylaws or other organizational documents of any of the Enterprise Parties or (B) violated, violates or will violate the terms or provisions of (i) the Delaware LP Act, (ii) the Delaware Limited Liability Company Act, as amended (the "Delaware LLC Act"), (iii) the Delaware General Corporation Law, as amended (the "DGCL"), (iv) the applicable laws of the State of Texas or (v) the applicable laws of the United

States of America; which violations, in the case of clause (B), would, individually or in the aggregate, have a material adverse effect on the financial condition, business or results of operations of the Enterprise Parties, taken as a whole or could materially impair the ability of any of the Enterprise Parties to perform its obligations under the Equity Distribution Agreement.

14. No Governmental Approval, which has not been obtained or taken and is not in full force and effect, was or is required in connection with the execution, delivery and performance of the Equity Distribution Agreement by the Enterprise Parties, except for such consents required under state securities or “blue sky” laws, as to which we do not express any opinion. As used in this paragraph, “Governmental Approval” means any consent, approval, license, authorization or order of any executive, legislative, judicial, administrative or regulatory body of the State of Texas, the State of Delaware or the United States of America, pursuant to (i) the applicable laws of the State of Texas, (ii) the applicable federal laws of the United States of America, or (iii) the Delaware LP Act, the Delaware LLC Act or the DGCL.

15. The statements under the captions “Description of Our Common Units,” “Cash Distribution Policy” and “Description of Our Partnership Agreement” in the Prospectus, to the extent such statements purport to describe certain provisions of the Partnership Agreement or legal matters referred to therein, accurately describe such provisions of the Partnership Agreement and legal matters in all material respects, subject to the qualifications and assumptions stated therein; and the Common Units conform in all material respects to the description set forth under “Description of Our Common Units” in the Prospectus.

16. None of the Enterprise Parties is required to register as an “investment company” as defined in the Investment Company Act of 1940, as amended (“40 Act”).

17. Any required filing of the Prospectus pursuant to Rule 424(b) has been made in the manner and within the time period required by such Rule.

In acting as special counsel to the Partnership in connection with the transactions described in the first paragraph above, we have participated in conferences with officers and other representatives of the General Partner, the Partnership, EPOGP and EPO, representatives of the independent registered public accounting firm for the General Partner and the Partnership, representatives of the Selling Unitholder and counsel to the Selling Unitholder, your counsel and your representatives, at which conferences certain contents of the Registration Statement and the Prospectus and related matters were discussed. Although we are not passing upon or assuming any responsibility for, the accuracy, completeness or fairness of the statements included or incorporated by reference in or omitted from the Registration Statement or the Prospectus (except as and to the extent set forth in paragraph 15 above), on the basis of the foregoing (relying with respect to factual matters to the extent we deem appropriate upon statements by officers and other representatives of the General Partner, the Partnership and the other Enterprise Parties), (a) we confirm to you that, in our opinion, each of the Registration Statement (including the information in the Prospectus that was omitted from the Registration Statement at the time it first became effective but that was deemed, pursuant to Rule 430B(f) of the Rules and Regulations, to be part of and included in the Registration Statement), as of its most recent effective date, and the Prospectus, as of its date, appeared on its face to be appropriately responsive in all material respects to the requirements of the Securities Act and the Rules and Regulations for registration statements

on Form S-3 or related prospectuses, as the case may be (except that in each case we express no statement, belief or opinion as to Regulation S-T) and (b) no facts have come to our attention that have caused us to believe that, insofar as is relevant to the offering of the Units, (i) the Registration Statement (including the information in the Prospectus that was omitted from the Registration Statement at the time it first became effective but that was deemed, pursuant to Rule 430B(f) of the Rules and Regulations, to be part of and included in the Registration Statement), as of its most recent effective date, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) the Prospectus, as of its date and as of the date hereof, included or includes an untrue statement of a material fact or omitted or omits 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, it being understood that we express no opinion, statement or belief in this letter with respect to (A) the financial statements and related schedules, including the notes and schedules thereto and the auditor's report thereon, or any other financial or accounting data, included or incorporated or deemed incorporated by reference in, or omitted from, the Registration Statement or the Prospectus, and (B) representations and warranties and other statements of fact included in the exhibits to the Registration Statement or to the Incorporated Documents.

In rendering the statement set forth in clause (a) and making the statement set forth in subclause (b)(i) of the immediately preceding paragraph, we have assumed that June 24, 2020 was the earlier of the date on which the Prospectus was first used and the time of the first contract of sale of the Units within the meaning of Rule 430B(f)(1) of the Rules and Regulations.

Based solely on our review of the SEC's EDGAR website, we advise you that the Registration Statement became effective under the Securities Act on May 21, 2020. In addition, based solely on our review of the information made available by the SEC at <http://www.sec.gov/litigation/stoporders.shtml>, we confirm that the SEC has not issued any stop order suspending the effectiveness of the Registration Statement. To our knowledge, based solely on our participation in the conferences mentioned above regarding the Registration Statement and our review of the information made available by the SEC at <http://www.sec.gov/litigation/stoporders.shtml>, no proceedings for that purpose are pending or have been instituted or threatened by the SEC.

EXHIBIT B

FORM OF DEPUTY GENERAL COUNSEL'S OPINION

1. Each of the Partnership Entities has been duly formed or incorporated, as the case may be, and each of the Partnership Entities (other than the Enterprise Parties) listed on a schedule provided by the Partnership is validly existing and in good standing under the laws of its jurisdiction of formation with all necessary corporate, limited liability company or limited partnership, as the case may be, power and authority to own or lease its properties and conduct its business, in each case in all material respects as described in the Prospectus. Each of the Partnership Entities (other than the Enterprise Parties) listed on a schedule provided by the Partnership is duly registered or qualified as a foreign corporation, limited partnership or limited liability company, as the case may be, for the transaction of business under the laws of each jurisdiction in which its ownership or lease of property or the conduct of its businesses requires such qualification or registration, except where the failure to so qualify or register would not, individually or in the aggregate, have a material adverse effect on the condition (financial or otherwise), results of operations, business or prospects of the Partnership Entities taken as a whole, or subject the limited partners of the Partnership to any material liability.

2. All of the outstanding shares of capital stock, partnership interests or membership interests, as the case may be, of each of the Partnership Entities (other than the Enterprise Parties) have been duly and validly authorized and issued in accordance with the applicable constituent documents and are fully paid (to the extent required under the applicable constituent documents) 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, in the case of partnership interests in a Delaware limited partnership, Sections 18-607 and 18-604 of the Delaware LLC Act, in the case of membership interests in a Delaware limited liability company, Section 101.206 of the Texas Business Organizations Code, in the case of membership interests in a Texas limited liability company, and except as otherwise disclosed in the Registration Statement and Prospectus). Except as described in the Registration Statement and Prospectus, EPO and/or the Partnership, as the case may be, directly or indirectly, owns the shares of capital stock, partnership interests or membership interests, as applicable, in each of the Partnership Entities (other than the Enterprise Parties and the General Partner) as set forth on a schedule provided by the Partnership, free and clear of any lien, charge, encumbrance (other than contractual restrictions on transfer contained in the applicable constituent documents), security interest, restriction upon voting or any other claim of any third party.

3. Except for rights that have been effectively complied with, satisfied or waived, there are no preemptive rights or other rights to subscribe for or to purchase, nor any restriction upon the voting or transfer of, any capital stock, partnership interests or membership interests (i) in the Partnership Entities (other than the Enterprise Parties), in each case, pursuant to the constituent documents of any such entity or (ii) in the Partnership Entities pursuant to any agreement or other instrument known to such counsel to which any of them is a party or by which any of them may be bound (other than the constituent documents of such entity). To such counsel's knowledge, neither the filing of the Registration Statement nor the offering or sale of the Units as contemplated by the Equity Distribution Agreement gave or gives rise to any rights for or relating to the registration of any Common Units or other securities of the Partnership or any of its

subsidiaries, other than as have been effectively complied with, satisfied or waived. To such counsel's knowledge, except for options granted pursuant to employee benefits plans, qualified unit option plans or other employee compensation plans, rights to purchase Common Units under the Partnership's distribution reinvestment plan or rights to purchase securities pursuant to the governing documents of the Partnership Entities, there are no outstanding options or warrants to purchase any partnership interests, membership interests or capital stock in any Partnership Entity.

4. Each of the Enterprise Parties has all requisite right, power and authority to execute and deliver the Equity Distribution Agreement and to perform its obligations thereunder. The Partnership had all requisite partnership power and authority to issue and deliver the Units to the Selling Unitholder in accordance with and upon the terms and conditions set forth in the Liquidity Option Agreement. All action required to be taken by the Enterprise Parties or any of their security holders, partners or members for (i) the due and proper authorization, execution and delivery of the Equity Distribution Agreement, (ii) the sale and delivery of the Units by the Selling Unitholder and (iii) the consummation of the transactions contemplated hereby has been duly and validly taken.

5. None of (i) the offering and sale by the Selling Unitholder of the Units, (ii) the execution, delivery and performance of the Equity Distribution Agreement by the Enterprise Parties, or (iii) the consummation of the transactions contemplated hereby (A) conflicts or will conflict with or constitutes or will constitute a violation of the certificate of limited partnership or agreement of limited partnership, certificate of formation or limited liability company agreement, certificate or articles of incorporation or bylaws or other constituent documents of any of the Partnership Entities (other than the Enterprise Parties), (B) conflicts or will conflict with or constitutes or will constitute a breach or violation of, or a default (or an event that, with notice or lapse of time or both, would constitute such a default) under, any agreement or other instrument listed as an exhibit to the Registration Statement pursuant to Item 601(b) of Regulation S-K, or (C) will result, to the knowledge of such counsel, in any violation of any order or decree of any governmental authority that to such counsel's knowledge is both (i) an order or decree by which the Partnership Entities or any of their respective properties are bound and (ii) material in relation to the business, operations, affairs, financial condition, assets or properties of the Partnership Entities, or (D) 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, which conflicts, breaches, violations, defaults or liens, in the case of clauses (B), (C) or (D), would, individually or in the aggregate, have a material adverse effect on the financial condition, business or results of operations of the Partnership Entities, taken as a whole, or could materially impair the ability of any of the Enterprise Parties to perform its obligations under the Equity Distribution Agreement.

6. To the knowledge of such counsel, (a) there is no legal or governmental proceeding pending or threatened to which any of the Partnership Entities is a party or to which any of their respective properties is subject that is required to be disclosed in the Prospectus and is not so disclosed and (b) there are no agreements, contracts or other documents to which any of the Partnership Entities is a party that are required to be described in the Prospectus or to be filed as exhibits to the Registration Statement that are not described or filed as required by the Securities Act or the Rules and Regulations thereunder or the Exchange Act.

In addition, such counsel shall state that he has participated in conferences with officers and other representatives of the Partnership Entities, the independent registered public accounting firm for the General Partner and the Partnership, your counsel and your representatives, at which the contents of the Registration Statement and the Prospectus and related matters were discussed, and, although such counsel has not independently verified, is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of, the statements contained or incorporated by reference in, the Registration Statement and the Prospectus (except as and to the extent set forth in certain opinions above), on the basis of the foregoing (relying to a limited extent with respect to factual matters upon statements by officers and other representatives of the Partnership Entities and their subsidiaries), no facts have come to such counsel's attention that have led him to believe that:

(i) the Registration Statement, as of its most recent effective date, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; or

(ii) the Prospectus, as of its date or as of the date of such opinion, contained or contains an untrue statement of a material fact or omitted or omits 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;

it being understood that such counsel expresses no statement or belief in this letter with respect to (A) the financial statements and related schedules, including the notes and schedules thereto and the auditor's report thereon, any other financial or accounting data, included or incorporated by reference to, or excluded from, the Registration Statement or the Prospectus, and (B) representations and warranties and other statements of fact included in the exhibits to the Registration Statement or to the documents incorporated by reference in the Registration Statement.

In rendering such opinion, such counsel may, among other things, (A) rely on certificates of officers and representatives of the Partnership Entities and upon information obtained from public officials (to the extent such counsel deems it appropriate), (B) assume the genuineness of all signatures, the legal capacity of all natural persons, the authenticity and completeness of all documents submitted to him as originals and the conformity to the authentic original documents of all documents submitted to him as copies, (C) state that his opinion is limited to federal laws of the United States of America, the Delaware LP Act, the Delaware LLC Act, the DGCL and the applicable laws of the State of Texas, insofar as any of such laws are concerned, (D) state that such counsel's opinions are based upon a review of those laws, statutes, rules and regulations which, in such counsel's experience, are normally applicable to transactions of the type contemplated by the Equity Distribution Agreement and (E) state that such counsel expresses no opinion with respect to: (i) any permits to own or operate any real or personal property, (ii) the title of any of the Partnership Entities to any of their respective real or personal property, or with respect to the accuracy or descriptions of real or personal property, in each case, other than with regard to the opinions (2) and (3) set forth above regarding the ownership and description of capital stock, partnership interests and membership interests, or with respect to the accuracy or descriptions of real or personal property, or (iii) state or local taxes or tax statutes to which any of the limited partners of the Partnership or any of the Partnership Entities may be subject.

EXHIBIT C

FORM OF LATHAM & WATKINS LLP OPINION

Based on such facts and subject to the qualifications, assumptions and limitations set forth herein and in the Registration Statement and the Prospectus, our opinion that is filed as Exhibit 8.1 to the current report on Form 8-K of the Partnership dated June 24, 2020, is confirmed, and you may rely upon such opinion as if it were addressed to you and dated the date hereof.

EXHIBIT D

FORM OF OPINION OF VINSON & ELKINS LLP

1. The Selling Unitholder is validly existing as a corporation and is in good standing under the laws of the State of Delaware.
2. The Selling Unitholder has the requisite corporate power and authority to sell and deliver the Units in accordance with and upon the terms and conditions set forth in the Equity Distribution Agreement and the Partnership Agreement. All corporate action required to be taken by the Selling Unitholder for (A) the sale and delivery of the Units, (B) the execution and delivery of the Equity Distribution Agreement and (C) the consummation of the transactions contemplated by the Equity Distribution Agreement has been validly taken.
3. The Equity Distribution Agreement has been duly authorized, executed and delivered by the Selling Unitholder.
4. The Units owned by the Selling Unitholder are owned free and clear of all liens (A) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming the Selling Unitholder as debtor is on file with the Secretary of State of the State of Delaware or (B) otherwise known to us, without independent investigation, other than those created by or arising under the Delaware Revised Uniform Limited Partnership Act, as amended (the "Delaware LP Act") or contained in the Partnership Agreement.
5. Upon the delivery of, against payment for, the Units pursuant to the Agreement, any purchaser will acquire good and marketable title thereto, free and clear of any liens, encumbrances, equities and claims.
6. None of the execution, delivery and performance of the Equity Distribution Agreement by the Selling Unitholder constitutes or will constitute a violation of the certificate of incorporation or the bylaws of the Selling Unitholder. None of the execution, delivery and performance of the Equity Distribution Agreement by the Selling Unitholder violates or will violate the Delaware LP Act, the laws of the State of New York or the federal laws of the United States of America, excluding any such breaches, violations and defaults that would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Selling Unitholder or materially impair the ability of the Selling Unitholder to perform its obligations under the Equity Distribution Agreement; provided, however, that for purposes of this paragraph, we express no opinion with respect to federal or state securities laws or any antifraud laws.
7. No consent, approval, authorization or order of, or registration, filing or qualification with, any court or governmental agency or body of the State of New York, the State of Delaware or the United States of America (a "consent") is required to be obtained or made by the Selling Unitholder under the Delaware LP Act, the laws of the State of New York or the federal laws of the United States of America in connection with the execution, delivery and performance of the Equity Distribution Agreement by the Selling Unitholder or the consummation of the transactions contemplated by the Equity Distribution Agreement by the Selling Unitholder, except for (A) such consents required under state or federal securities laws

or “Blue Sky” laws, as to which we express no opinion, (B) such consents that have been obtained or made or (C) such consents which, if not obtained, would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Selling Unitholder or materially impair the ability of the Selling Unitholder to perform its obligations under the Equity Distribution Agreement.

FIRM / AFFILIATE OFFICES

Beijing	Moscow
Boston	Munich
Brussels	New York
Century City	Orange County
Chicago	Paris
Dubai	Riyadh
Düsseldorf	San Diego
Frankfurt	San Francisco
Hamburg	Seoul
Hong Kong	Shanghai
Houston	Silicon Valley
London	Singapore
Los Angeles	Tokyo
Madrid	Washington, D.C.
Milan	

June 24, 2020

Enterprise Products Partners L.P.
1100 Louisiana Street, 10th Floor
Houston, Texas 77002

Re: Enterprise Products Partners L.P.

Ladies and Gentlemen:

We have acted as special tax counsel to Enterprise Products Partners L.P., a Delaware limited partnership (the “Partnership”), in connection with the proposed offer and sale from time to time by Skyline North Americas, Inc. of common units representing limited partner interests in the Partnership (the “Common Units”). The Common Units are included in a registration statement on Form S-3 under the Securities Act of 1933, as amended (the “Act”), initially filed with the Securities and Exchange Commission (the “Commission”) on May 11, 2020 (Registration No. 333-238170) (as so filed and as amended, the “Registration Statement”), and the prospectus supplement dated June 24, 2020 (the “Prospectus Supplement”), to the prospectus dated May 21, 2020 (the “Base Prospectus” and together with the Prospectus Supplement, the “Prospectus”).

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 Partnership’s Registration Statement, the Prospectus and the Partnership’s responses to our examinations and inquiries.

In our capacity as special tax counsel to the Partnership, we have, with your consent, 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,

LATHAM & WATKINS LLP

in rendering this opinion we have assumed the truth and accuracy of all representations and statements made to us that are qualified as to knowledge or belief, without regard to such qualification.

We are opining herein as to the effect on the subject transaction only of the federal income tax laws of the United States and we express no opinion with respect to the applicability thereto, or the effect thereon, of 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. No opinion is expressed as to any matter not discussed herein.

Based on such facts, assumptions and representations and subject to the limitations set forth herein and in the Registration Statement, the Prospectus and the Officer's Certificate, the statements in the Base Prospectus under the caption "Material Tax Consequences," as supplemented by the statements in the Prospectus Supplement under the caption "Material U.S. Federal Income Tax Consequences," insofar as such statements purport to constitute summaries of United States federal income tax law and regulations or legal conclusions with respect thereto, constitute the opinion of Latham & Watkins LLP as to the material U.S. federal income tax consequences of the matters described therein.

This opinion is rendered to you as of the date hereof, and we undertake no obligation to update this opinion subsequent to the date hereof. 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, the Prospectus and the Officer's Certificate, may affect the conclusions stated herein.

This opinion is furnished to you, and is for your use in connection with the transactions set forth in the Registration Statement and the Prospectus. This opinion may not be relied upon by you 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, except that this opinion may be relied upon by persons entitled to rely on it pursuant to applicable provisions of federal securities law.

We hereby consent to the filing of this opinion as an exhibit to the current report on Form 8-K of the Partnership and to the incorporation by reference of this opinion to the Prospectus Supplement. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules or regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Latham & Watkins LLP