

**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**

**December 28, 2021
Date of report (Date of earliest event reported)**

ENERGY TRANSFER LP
(Exact Name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

1-32740
(Commission
File Number)

30-0108820
(I.R.S. Employer
Identification No.)

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

(214) 981-0700
(Registrant's Telephone Number, including Area Code)

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

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

Securities registered pursuant to Section 12(b):

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Units	ET	New York Stock Exchange
7.375% Series C Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units	ETprC	New York Stock Exchange
7.625% Series D Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units	ETprD	New York Stock Exchange
7.600% Series E Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Units	ETprE	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 1.01. Entry into a Material Definitive Agreement.*Supplemental Indenture*

Reference is made to the Agreement and Plan of Merger dated February 16, 2021 (“Merger Agreement”), by and among Energy Transfer LP, a Delaware limited partnership (“ET”), Elk Merger Sub LLC, a Delaware limited liability company and a wholly owned subsidiary of ET, Elk GP Merger Sub LLC, a Delaware limited liability company and a wholly owned subsidiary of ET, Enable Midstream Partners, LP, a Delaware limited partnership (“Enable”), Enable GP, LLC, a Delaware limited liability company and the sole general partner of Enable (“Enable GP”), solely for the purposes of Section 2.1(a)(i) therein, LE GP, LLC, a Delaware limited liability company and sole general partner of ET, and solely for the purposes of Section 1.1(b)(i) therein, CenterPoint Energy, Inc., a Texas Corporation. Pursuant to the Merger Agreement, on December 2, 2021, Enable merged with and into Elk Merger Sub LLC, with Enable surviving the merger as an indirect wholly owned subsidiary of ET, and Enable GP merged with and into Elk GP Merger Sub LLC, with Enable GP surviving the merger.

At the Effective Time, as defined in the Merger Agreement, Enable remained the issuer of approximately (i) (A) \$600,000,000 aggregate principal amount of 3.900% Senior Notes due 2024 (the “2024 Notes”) and (B) \$550,000,000 aggregate principal amount of 5.000% Senior Notes due 2044 (the “2044 Notes”), in each case, issued under the First Supplemental Indenture dated May 27, 2014 (the “First Supplemental Indenture”), by and among, Enable, CenterPoint Energy Resources Corp., a Delaware corporation, as guarantor, and U.S. Bank National Association, as trustee (the “Trustee”), (ii) \$700,000,000 aggregate principal amount of 4.400% Senior Notes due 2027 (the “2027 Notes”) under the Second Supplemental Indenture dated March 9, 2017 (the “Second Supplemental Indenture”), by and between Enable and the Trustee, (iii) \$800,000,000 aggregate principal amount of 4.950% Senior Notes due 2028 (the “2028 Notes”) under the Third Supplemental Indenture dated May 10, 2018 (the “Third Supplemental Indenture”), by and between Enable and the Trustee, and (iv) \$550,000,000 aggregate principal amount of 4.150% Senior Notes due 2029 (the “2029 Notes,” and together with the 2024 Notes, 2044 Notes, 2027 Notes and 2028 Notes, collectively, the “Enable Notes”) under the Fourth Supplemental Indenture dated September 13, 2019, by and between Enable and the Trustee (the “Fourth Supplemental Indenture,” and together with the First Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture, collectively, the “Enable Indentures”).

In connection with the consummation of the mergers contemplated by the Merger Agreement, on December 28, 2021, ET caused Enable to contribute substantially all of its assets to ET pursuant to the Distribution Agreement, dated as of December 28, 2021, by and between ET and Enable, and ET entered into a fifth supplemental indenture (the “Fifth Supplemental Indenture”) pursuant to which ET has agreed to assume all of the obligations of the Enable Notes under the Enable Indentures. The foregoing description of the Fifth Supplemental Indenture entered into by ET does not purport to be complete and is qualified in its entirety by reference to the Fifth Supplemental Indenture, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

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

The information set forth in Item 1.01 relating to the supplemental indenture under the heading “Supplemental Indenture” is herein incorporated into this Item 2.03 by reference.

Item 9.01 Exhibits.**(d) Exhibits**

Exhibit Number	Description
4.1	Fifth Supplemental Indenture, dated as of December 28, 2021, by and among Energy Transfer LP, Enable Midstream Partners, LP and U.S. Bank National Association.
104	Cover Page Interactive Data File (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.

Dated: December 28, 2021

ENERGY TRANSFER LP

By: LE GP, LLC,
its general partner

By: /s/ Bradford D. Whitehurst

Name: Bradford D. Whitehurst

Title: Chief Financial Officer

FIFTH SUPPLEMENTAL INDENTURE

This Fifth Supplemental Indenture (this "Supplemental Indenture"), dated as of December 28, 2021, among (a) Energy Transfer LP, a Delaware limited partnership (the "New Issuer"), (b) Enable Midstream Partners, LP, a Delaware limited partnership (the "Original Issuer") and (c) U.S. Bank National Association, a national banking association, as trustee (the "Trustee").

WITNESSETH

WHEREAS, the Original Issuer has heretofore executed and delivered to the Trustee an Indenture (as amended, supplemented or modified from time to time, the "Base Indenture"), dated as of May 27, 2014, among the Original Issuer, any guarantors party thereto, and the Trustee, providing for the issuance from time to time of the Original Issuer's unsecured senior debt securities (the "Securities");

WHEREAS, pursuant to the right to issue Securities under the Base Indenture, the Original Issuer entered into (i) that certain First Supplemental Indenture, dated as of May 27, 2014, by and among, the Original Issuer, CenterPoint Energy Resources Corp., a Delaware corporation, as guarantor, and the Trustee (the "First Supplemental Indenture"), providing for the issuance of (A) an initial aggregate principal amount of \$600,000,000 3.900% Senior Notes due 2024 (the "2024 Notes") and (B) an initial aggregate principal amount of \$550,000,000 5.000% Senior Notes due 2044 (the "2044 Notes"); (ii) that certain Second Supplemental Indenture, dated as of March 9, 2017, by and between the Original Issuer and the Trustee (the "Second Supplemental Indenture"), providing for the issuance of an initial aggregate principal amount of \$700,000,000 4.400% Senior Notes due 2027 (the "2027 Notes"); (iii) that certain Third Supplemental Indenture, dated as of May 10, 2018, by and between the Original Issuer and the Trustee (the "Third Supplemental Indenture"), providing for the issuance of an initial aggregate principal amount of \$800,000,000 4.950% Senior Notes due 2028 (the "2028 Notes") and (iv) that certain Fourth Supplemental Indenture, dated as of September 13, 2019, by and between the Original Issuer and the Trustee (the "Fourth Supplemental Indenture", and together with the Base Indenture, First Supplemental Indenture, Second Supplemental Indenture and Third Supplemental Indenture, each an "Indenture" and collectively, the "Indentures"), providing for the issuance of an initial aggregate principal amount of \$550,000,000 4.150% Senior Notes due 2029 (the "2029 Notes", and together with the 2024 Notes, 2044 Notes, 2027 Notes and 2028 Notes, collectively, the "Notes").

WHEREAS, the Original Issuer assigned substantially all of its assets to the New Issuer pursuant to that certain Distribution Agreement dated as of the date hereof, by and among the Original Issuer and the New Issuer (the "Distribution Agreement");

WHEREAS, Section 801(2) of the Base Indenture provides that the Original Issuer may, among other things, assign all or substantially all of its assets to another Person if, among other things, such assignee expressly assumes the Original Issuer's obligations under the Notes and the Indentures;

WHEREAS, Section 901(1) of the Base Indenture provides that, without the consent of any Holders, the Indentures may be amended to provide for the assumption of the Original Issuer's obligations under the Notes and the Indentures in the case of an assignment of all or substantially all of the Original Issuer's assets;

WHEREAS, in connection with the transactions contemplated by the Distribution Agreement, the parties hereto desire to enter into this Supplemental Indenture to evidence the assumption by the New Issuer of all the payment and other obligations of the Original Issuer under the Notes and the Indentures on the date hereof;

WHEREAS, pursuant to the Indentures, the Trustee is authorized to execute and deliver this Supplemental Indenture; and

WHEREAS, each of the New Issuer and the Original Issuer have been duly authorized to enter into this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Base Indenture.

(2) Assumption of the Obligations. The New Issuer hereby agrees, as of the date hereof, to assume, to be bound by and to be liable, as a primary obligor and not as a guarantor or surety, with respect to, any and all Obligations under the Indentures and the Notes on the terms and subject to the conditions set forth in the Indentures and all other obligations of the Original Issuer under the Indentures and the Notes as if it were the Original Issuer thereunder (so that from and after the date hereof, the provisions of the Indentures and the Notes referring to the Original Issuer (referred to as the "Company" in the Indentures) shall instead refer to the New Issuer).

(3) No Recourse Against Others. No past, present or future director, officer, employee, incorporator, member, partner or equity holder of the New Issuer or the Original Issuer or any parent company (other than an obligor under the Notes) will have any liability for any obligations of the New Issuer or the Original Issuer under the Notes, the Indentures or this Supplemental Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting Notes waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

(4) Ratification of Base Indenture. The Base Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. Upon the execution and delivery of this Supplemental Indenture by the New Issuer and the Trustee, this Supplemental Indenture shall form a part of the Base Indenture for all purposes, and the New Issuer, the Trustee and every Holder of each series of Notes heretofore or hereafter authenticated and delivered shall be bound hereby. Any and all references to the Base Indenture, whether within the Base Indenture or in any notice, certificate or other instrument or document, shall be deemed to include a reference to this Supplemental Indenture (whether or not made), unless the context shall require otherwise.

(5) Governing Law. THIS SUPPLEMENTAL INDENTURE WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(6) Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. This Supplemental Indenture may be executed in multiple counterparts, which, when taken together, shall constitute one instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic (by “.pdf” or other format) transmissions shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronically (by “.pdf” or other format) shall be deemed to be their original signatures for all purposes.

(7) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(8) The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the New Issuer, and the Trustee assumes no responsibility for their correctness.

(9) Benefits Acknowledged. Upon execution and delivery of this Supplemental Indenture, the New Issuer will be subject to the terms and conditions set forth in the Indentures. The New Issuer acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indentures and this Supplemental Indenture and that its obligations as a result of this Supplemental Indenture are knowingly made in contemplation of such benefits.

(10) Successors. All agreements of the New Issuer in this Supplemental Indenture shall bind its successors, except as otherwise provided in this Supplemental Indenture. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

ORIGINAL ISSUER:

ENABLE MIDSTREAM PARTNERS, LP

By: Enable GP, LLC, its general partner

By: /s/ Bradford D. Whitehurst

Name: Bradford D. Whitehurst

Title: Chief Financial Officer

NEW ISSUER:

ENERGY TRANSFER LP, as Issuer

By: LE GP, LLC, its general partner

By: /s/ Bradford D. Whitehurst

Name: Bradford D. Whitehurst

Title: Chief Financial Officer

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: /s/ Alejandro Hoyos _____

Name: Alejandro Hoyos

Title: Vice President